3. As de Winter has set out in this *Review* II (1955), p. 308, Netherlands p.i.l. clings to strict territoriality as far as bankruptcy is concerned—see the authorities cited, and further Molengraaff, *De Faillissementswet*, 4th ed. p. 582; *idem*, Leidraad III (1955), p. 844, with exhaustive reference; cf. also Blom-Cooper, *Bankruptcy in Private International Law*, p. 25/26—, and it is only very tentatively that a more universalist approach is making a break-through: cf. District Court Rotterdam, February 23, 1928, *W.* 11822; Court of Appeal the Hague, May 5, 1933, *N.J.* 1933, p. 1602; District Court the Hague, April 20, 1936, *N.J.* 1936, No 1029, referred to by de Winter *l.c.*; and the important decision by the Supreme Court of April 15, 1955, *N.J.* 1955, No 542, Note by Hijmans van den Bergh, reported and commented on by de Winter this *Review II.*, p. 305, and discussed by Kollewijn in *W.P.N.R.* 4430, p. 43—*vide Clunet* 84 (1957), p. 478—; see also de Vries, *De exterritorialiteit van het faillissement in het internationaal privaatrecht*, p. 49 *seqq.* and 66 *seqq.*; and Mulder, *Internationaal Privaatrecht*, 2nd ed., p. 253.

But this dawning universalism, which in effect, means mainly an improved position, internationally, for the trustee in bankruptcy, has not as yet led to foreign property—including claims—situate in the Netherlands being covered by the general seizure of a bankruptcy declared abroad. It would seem that the Court in the case de Bruyn v. Cleton—see above report *sub* a—has failed to appreciate this, where it decides that de Bruyn can not execute his claim against the German bankrupt by means of attachment in the Netherlands. It may be true that in both the legal systems involved—Netherlands and German—a declared bankruptcy entails annulment of individual attachments, but the decision reached through a comparison of the two systems, does not take into account that individual attachments are annulled because they are replaced by a general seizure on behalf of *all* the creditors. When the Court, then, holds that de Bruyn can not go through with the enforcement of his claim through attachment—this although *in casu* the German debtor is *not* declared bankrupt in the Netherlands—the decision necessarily implies the ruling that the German bankruptcy adjuducation may stop, and, in fact, has stopped, on behalf of all the creditors, the execution by one Netherlands creditor of a claim, for which a homologated attachment was levied. And that is contrary to Netherlands private international (case) law. Cf. Kollewijn, *W.P.N.R.* 4638, p. 335, 1st column, and the references mentioned above.

4. One final remark. The Court, in the case *sub* a, decides that the parties tacitly have wanted to declare Netherlands law applicable to their contract. This on the scanty evidence that the invoice was made out in Netherlands currency and that delivery should take place in the Netherlands. But the Court could very well, on account of these connecting factors, have decided directly that Netherlands law was to be applied, in so doing omitting all reference to the parties' volition. Operating in this field with a tacit volition, that can hardly be deemed to be '*indubitable*', reminds one of the super-magician who produces a rabbit from a hat that is not there.

J. E. J. Th. Deelen

ERRATA

On p. 390 of this *Review*, Vol. VIII (1961) line 26 from the top read in stead of "involved" „invalid" and on p. 392 line 20 from the top in stead of "provional" "provisional" B. of E.