

Judgment of the Court (Third Chamber) of 23 October 2014 (request for a preliminary ruling from the Cour de cassation — France) — Haeger & Schmidt GmbH v Mutuelles du Mans assurances IARD (MMA IARD), Jacques Lorio, Dominique Miquel, in his capacity as liquidator of Safram intercontinental SARL, Ace Insurance SA NV, Va Tech JST SA, Axa Corporate Solutions SA

(Case C-305/13) ⁽¹⁾

(Reference for a preliminary ruling — Rome Convention on the law applicable to contractual obligations — Article 4(1), (2), (4) and (5) — Law applicable by default — Commission contract for the carriage of goods — Contract for the carriage of goods)

(2014/C 439/10)

Language of the case: French

Referring court

Cour de cassation

Parties to the main proceedings

Applicant: Haeger & Schmidt GmbH

Defendants: Mutuelles du Mans assurances IARD (MMA IARD), Jacques Lorio, Dominique Miquel, in his capacity as liquidator of Safram intercontinental SARL, Ace Insurance SA NV, Va Tech JST SA, Axa Corporate Solutions SA

Operative part of the judgment

1. The last sentence of Article 4(4) of the Convention on the Law applicable to Contractual Obligations, opened for signature in Rome on 19 June 1980, must be interpreted as applying to a commission contract for the carriage of goods solely when the main purpose of the contract consists in the actual transport of the goods concerned, which it is for the referring court to verify.
2. Article 4(4) of the Convention must be interpreted as meaning that, where the law applicable to a contract for the carriage of goods cannot be fixed under the second sentence of that provision, it must be determined in accordance with the general rule laid down in Article 4(1), that is to say, the law governing that contract is that of the country with which it is most closely connected.
3. Article 4(2) of the Convention must be interpreted as meaning that, where it is argued that a contract has a closer connection with a country other than that the law of which is designated by the presumption laid down therein, the national court must compare the connections existing between that contract and, on the one hand, the country whose law is designated by the presumption and, on the other, the other country concerned. In so doing, the national court must take account of the circumstances as a whole, including the existence of other contracts connected with the contract in question.

⁽¹⁾ OJ C 207, 20.7.2013.

Judgment of the Court (Third Chamber) of 22 October 2014 (request for a preliminary ruling from the Commissione tributaria provinciale di Roma — Italy) — Cristiano Blanco (C-344/13), Pier Paolo Fabretti (C-367/13) v Agenzia delle Entrate — Direzione Provinciale I di Roma — Ufficio Controlli

(Joined Cases C-344/13 and C-367/13) ⁽¹⁾

(Reference for a preliminary ruling — Freedom to provide services — Restrictions — Tax legislation — Income from winnings from games of chance — Difference in taxation between winnings obtained abroad and those from national casinos)

(2014/C 439/11)

Language of the case: Italian

Referring court

Commissione tributaria provinciale di Roma