

## JUDGMENT OF THE COURT

(Sixth Chamber)

of 27 January 2000

**in Joined Cases C-104/89 and C-37/90 (applications for damages): J.M. Mulder, W.H. Brinkhoff, J.M.M. Muskens, T. Twijnstra (C-104/89) and Otto Heinemann (C-37/90) v Council of the European Union and Commission of the European Communities<sup>(1)</sup>**

**(Additional levy on milk — Non-contractual liability — Reparation and assessment of damage)**

(2000/C 102/02)

(Languages of the case: Dutch and German)

(Provisional translation; the definitive translation will be published in the European Court Reports)

In Joined Cases C-104/89 and C-37/90: J.M. Mulder, W.H. Brinkhoff, J.M.M. Muskens, T. Twijnstra, represented by H.J. Bronkhorst, of the Hague Bar, and E.H. Pijnacker Hordijk, of the Amsterdam Bar, with an address for service in Luxembourg at the Chambers of J. Loesch, 11 Rue Goethe, and Otto Heinemann, represented by M. Düsing, Rechtsanwalt, Münster, with an address for service in Luxembourg at the Chambers of Lambert, Dupong and Konsbruck, 14a Rue des Bains, v Council of the European Union (Agents in Case C-104/89: Arthur Brautigam and G. Houttuin and, in Case C-37/90: A. Brautigam) and Commission of the European Communities (Agents in Case C-104/89: T. van Rijn and, in Case C-37/90: D. Booss, assisted by H.-J. Rabe) — application for damages under Article 178 and the second paragraph of Article 215 of the EC Treaty (now Article 235 EC and the second paragraph of Article 288 EC) — the Court (Sixth Chamber), composed of: P.J.G. Kapteyn, acting for the President of the Sixth Chamber, G. Hirsch (Rapporteur) and H. Ragnemalm, Judges; A. Saggio, Advocate General; H.A. Rühl, Principal Administrator, for the Registrar, has given a judgment on 27 January 2000, in which it:

— in Case C-104/89 orders:

1. (a) *The Council of the European Union and the Commission of the European Communities jointly and severally to pay to Mr Mulder compensation in the sum of NLG 555 818;*
- (b) *Interest at the annual rate of 1,85 % to be paid on that sum in respect of the period from 1 October 1984 to the date of delivery of the interlocutory judgment;*

(c) *Default interest at the annual rate of 8 % to be paid on that sum in respect of the period from the latter date to the date of actual payment;*

2. (a) *The Council and the Commission jointly and severally to pay to Mr Brinkhoff compensation in the sum of NLG 362 383;*

(b) *Interest at the annual rate of 1,85 % to be paid on that sum in respect of the period from 5 May 1984 to the date of delivery of the interlocutory judgment;*

(c) *Default interest at the annual rate of 8 % to be paid on that sum in respect of the period from the latter date to the date of actual payment;*

3. (a) *The Council and the Commission jointly and severally to pay to Mr Muskens compensation in the sum of NLG 324 914;*

(b) *Interest at the annual rate of 1,85 % to be paid on that sum in respect of the period from 22 November 1984 to the date of delivery of the interlocutory judgment;*

(c) *Default interest at the annual rate of 8 % to be paid on that sum in respect of the period from the latter date to the date of actual payment;*

4. (a) *The Council and the Commission jointly and severally to pay to Mr Twijnstra compensation in the sum of NLG 579 570;*

(b) *Interest at the annual rate of 1,85 % to be paid on that sum in respect of the period from 10 April 1985 to the date of delivery of the interlocutory judgment;*

(c) *Default interest at the annual rate of 8 % to be paid on that sum in respect of the period from the latter date to the date of actual payment;*

— in Case C-37/90 orders:

5. (a) *The Council and the Commission jointly and severally to pay to Mr Heinemann compensation in the sum of DEM 17 411;*

(b) *Interest at the annual rate of 1,5 % to be paid on that sum in respect of the period from 20 November 1984 to the date of delivery of the interlocutory judgment;*

(c) *Default interest at the annual rate of 7 % to be paid on that sum in respect of the period from the latter date to the date of actual payment;*

— in both cases:

6. *Dismisses the remainder of the actions;*

7. Orders the Council and the Commission to bear their own costs and jointly and severally to pay 90 % of the applicants' costs apart from the costs of the expert's report commissioned by the Court. The costs of that report shall be borne jointly and severally, as to 90 %, by the Council and the Commission. Since the remaining 10 % of those costs is to be borne by all of the applicants in the two cases, that percentage shall be borne as to 22 % each by the applicants in Case C-104/89 and as to 12 % by Mr Heinemann.

(<sup>1</sup>) OJ C 109 of 29.4.1989. OJ C 71 of 21.3.1990.

## JUDGMENT OF THE COURT

(Sixth Chamber)

of 27 January 2000

**in Case C-8/98 (reference for a preliminary ruling from the Landgericht Heilbronn): Dansommer A/S v Andreas Götz**(<sup>1</sup>)

**(Brussels Convention — Article 16(1) — Exclusive jurisdiction in proceedings having as their object tenancies of immovable property — Scope)**

(2000/C 102/03)

(Language of the case: German)

(Provisional translation; the definitive translation will be published in the European Court Reports)

In Case C-8/98: reference to the Court, pursuant to the Protocol of 3 June 1971 on the Interpretation by the Court of Justice of the Convention of 27 September 1968 on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters, by the Landgericht Heilbronn (Germany) for a preliminary ruling in the proceedings pending before that court between Dansommer A/S and Andreas Götz — on the interpretation of Article 16(1) (a) of the abovementioned Convention of 27 September 1968 (OJ 1978 L 304, p. 36), as amended by the Convention of 9 October 1978 on the Accession of the Kingdom of Denmark, Ireland and the United Kingdom of Great Britain and Northern Ireland (OJ 1978 L 304, p. 1 and — amended text — p. 77), by the Convention of 25 October 1982 on the Accession of the Hellenic Republic (OJ 1982 L 388, p. 1), and by the Convention of 26 May 1989 on the Accession of the Kingdom of Spain and the Portuguese Republic (OJ 1989 L 285, p. 1) — the Court (Sixth Chamber) composed of: R. Schintgen (Rapporteur), President of the Second Chamber, acting as President of the Sixth Chamber, P.J.G. Kapteyn and G. Hirsch, Judges; Advocate General: A. La Pergola; Registrar: H.A. Rühl, Principal Administrator, has given a judgment on 27 January 2000, in which it has ruled:

The rule laid down in Article 16(1)(a) of the Convention of 27 September 1968 on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters, as amended by the Convention of 9 October 1978 on the Accession of the Kingdom of Denmark, Ireland and the United Kingdom of Great Britain and Northern Ireland, by the Convention of 25 October 1982 on the Accession of the Hellenic Republic, and by the Convention of 26 May 1989 on the Accession of the Kingdom of Spain and the Portuguese Republic, conferring exclusive jurisdiction in proceedings having as their object tenancies of immovable property is applicable to an action for damages for taking poor care of premises and causing damage to accommodation which a private individual had rented for a few weeks' holiday, even where the action is not brought directly by the owner of the property but by a professional tour operator from whom the person in question had rented the accommodation and who has brought legal proceedings after being subrogated to the rights of the owner of the property.

The ancillary clauses relating to insurance in the event of cancellation and to guarantee of repayment of the price paid by the client, which are contained in the general terms and conditions of the contract concluded between that organiser and the tenant, and which do not form the subject of the dispute in the main proceedings, do not affect the nature of the tenancy as a tenancy of immovable property within the meaning of that provision of the Convention.

(<sup>1</sup>) OJ C 72 of 7.3.1998.

## JUDGMENT OF THE COURT

of 27 January 2000

**in Case C-190/98 (reference for a preliminary ruling from the Oberlandesgericht Linz): Volker Graf v Filzmoser Maschinenbau GmbH**(<sup>1</sup>)

**(Freedom of movement for workers — Compensation on termination of employment — Refusal where a worker terminates his contract of employment in order to take a job in another Member State)**

(2000/C 102/04)

(Language of the case: German)

(Provisional translation; the definitive translation will be published in the European Court Reports)

In Case C-190/98: reference to the Court under Article 177 of the EC Treaty (now Article 234 EC) by the Oberlandesgericht (Higher Regional Court) Linz, Austria, for a preliminary ruling in the proceedings pending before that court between Volker