

Reference for a preliminary ruling by the Tribunale di Gorizia by order of that court of 7 April 2004 in the case of Azienda Agricola Roberto and Andrea Bogar against Agenzia per le erogazioni in Agricoltura (AGEA) and Cospalat Friuli Venezia Giulia

(Case C-224/04)

(2004/C 201/16)

Reference has been made to the Court of Justice of the European Communities by order of the Tribunale di Gorizia (District Court, Gorizia, Italy) of 7 April 2004, received at the Court Registry on 28 May 2004, for a preliminary ruling in the case of Azienda Agricola Roberto and Andrea Bogar against Agenzia per le erogazioni in Agricoltura (AGEA) and Cospalat Friuli Venezia Giulia on the following question:

— Since the legal nature of the additional levy on milk and milk products must therefore be determined in the light of the provisions of Community law under which that levy was introduced and the basic rules governing its application were established (in particular Regulation No 856/84 ⁽¹⁾ of 31 March 1984 and Regulation No 3950/92 ⁽²⁾ of 28 December 1992), must Article 1 of Regulation (EEC) No 856/84 of 31 March 1984 and Articles 1 to 4 of Regulation No 3950/92 of 28 December 1992 be interpreted as meaning that the additional levy on milk and milk products is in the nature of an administrative penalty with the result that producers are liable to pay it only where quantities allocated have been exceeded by them intentionally or as a result of negligence?

⁽¹⁾ OJ L 90 of 1. 4. 1984, p. 10.

⁽²⁾ OJ L 405 of 31. 12. 1992, p. 1.

Reference for a preliminary ruling by the Hanseatisches Oberlandesgericht in Bremen by order of that court of 27 May 2004 in case of Crailsheimer Volksbank eG against Klaus Conrads, Frank Schulzke and Petra Schulzke-Lösche, and Joachim Nitschke.

(Case C-229/01)

(2004/C 201/17)

Reference has been made to the Court of Justice of the European Communities by order of the Hanseatisches Oberlandes-

gericht in Bremen (Germany) of 27 May 2004, received at the Court Registry on 2 June 2004, for a preliminary ruling in the case of Crailsheimer Volksbank eG against Klaus Conrads, Frank Schulzke and Petra Schulzke-Lösche, and Joachim Nitschke, on the following questions:

1. Is it compatible with Article 1(1) of Directive 85/577/EEC ⁽¹⁾ for the rights of consumers, in particular their right of cancellation, to be made subject not only to the existence of a doorstep-selling situation as referred to in Article 1(1) of the directive but also to additional criteria for responsibility, such as a trader's deliberate use of a third party in the conclusion of the agreement or a trader's negligence in respect of the third party's conduct in connection with the doorstep selling?
2. Is it compatible with Article 5(2) of Directive 85/577/EEC for a mortgage borrower, who not only concluded the loan agreement in a doorstep-selling situation but also arranged, in that situation, for the loan to be paid into an account which, in practice, is no longer at his disposal, to have to pay back the loan to the lender if the agreement is cancelled?
3. Is it compatible with Article 5(2) of Directive 85/577/EEC for the mortgage borrower, if he is required to pay back the loan following cancellation, to have to do so not on the instalment repayment dates laid down in the agreement but immediately in a one-off sum?
4. Is it compatible with Article 5(2) of Directive 85/577/EEC for the mortgage borrower, if he is also required to pay back the loan following cancellation, to have to pay interest on it at the normal market rate?

⁽¹⁾ OJ L 372, p. 31.

Action brought on 2 June 2004 by the Commission of the European Communities against the French Republic

(Case C-230/04)

(2004/C 201/18)

An action against the French Republic was brought before the Court of Justice of the European Communities on 2 June 2004 by the Commission of the European Communities, represented by G. Rozet, acting as Agent, with an address for service in Luxembourg.