

COURT OF JUSTICE

JUDGMENT OF THE COURT

(Third Chamber)

of 29 April 1982

in Joined Cases 66 and 99/81 (references for a preliminary ruling made by the Bundesgerichtshof): Arnold Pommerehnke v. Bundesanstalt für landwirtschaftliche Marktordnung (Case 66/81) ⁽¹⁾ and (1) Firma Wilhelm Franzen, (2) Hans-Harald Witt v. Bundesanstalt für landwirtschaftliche Marktordnung (Case 99/81) ⁽²⁾

(Language of the Case: German)

(Provisional translation; the definitive translation will be published in the Reports of Cases Before the Court)

In Joined Cases 66 and 99/81: references to the Court under Article 177 of the EEC Treaty by the Bundesgerichtshof [Federal Court of Justice] for a preliminary ruling in the proceedings pending before that court between Arnold Pommerehnke and the Bundesanstalt für landwirtschaftliche Marktordnung [Federal Office for the Organization of Agricultural Markets] (Case 66/81) and between (1) Firma Wilhelm Franzen, (2) Hans-Harald Witt and the Bundesanstalt für landwirtschaftliche Marktordnung (Case 99/81) — on the interpretation of Article 6 of Regulation (EEC) No 349/73 of the Commission of 31 January 1973 on the sale at reduced prices of intervention butter for direct consumption as concentrated butter (*Official Journal of the European Communities* No L 40, p. 1) — the Court (Third Chamber), composed of A. Touffait, President, Lord Mackenzie Stuart and U. Everling, Judges; P. VerLoren van Themaat, Advocate General; P. Heim, Registrar, gave a judgment on 29 April 1982, the operative part of which is as follows:

1. *Article 6 (2) of Regulation (EEC) No 349/73 of the Commission of 31 January 1973 on the sale at reduced prices of intervention butter for direct consumption as concentrated butter (Official Journal of the European Communities No L 40, p. 1) also applies to the re-sale of concentrated butter.*

⁽¹⁾ OJ No C 91, 22. 4. 1981.

⁽²⁾ OJ No C 116, 19. 5. 1981.

2. (a) *In order to satisfy the requirement of writing laid down in Article 6 (2) of Regulation (EEC) No 349/73 only the purchaser's undertaking — even if it contains no details as to price or quantity — must be made in writing provided that the written undertaking mentions the penalties for which the purchaser is liable if the obligations provided for are not observed, particularly as regards the final intended use.*
- (b) *For the requirements of Community law it is sufficient for only the first order to have been made in writing since the other subsequent contracts of sale are deemed to refer to the first order, even if they were made orally, and it is guaranteed that the penalties may also be imposed in the case of subsequent orders.*
- (c) *The other conditions of those contracts and their legal effect are governed by national law.*

JUDGMENT OF THE COURT

(Third Chamber)

of 29 April 1982

in Case 147/81 (reference for a preliminary ruling made by the Finanzgericht Hamburg): Merkur Fleisch-Import GmbH, Hamburg, v. Hauptzollamt Hamburg-Ericus ⁽¹⁾

(Language of the Case: German)

(Provisional translation; the definitive translation will be published in the Reports of Cases Before the Court)

In Case 147/81; reference to the Court under Article 177 of the EEC Treaty by the Finanzgericht [Finance Court] Hamburg for a preliminary ruling in the proceedings pending before that court between Merkur Fleisch-Import GmbH and Hauptzollamt [Principal Customs Office] Hamburg-Ericus — on the validity of Article 1 (3) of Commission Regulation (EEC) No 572/78 of 21 March 1978 laying down detailed rules for the application of special import arrangements for certain types of frozen beef

⁽¹⁾ OJ No C 166, 7. 7. 1981.