

that the directive as a whole should be regarded as an abuse of powers and that it should be annulled for that reason.

— Infringement of an essential procedural requirement

The United Kingdom submits that, in breach of Article 190 of the EC Treaty, the working time directive is inadequately reasoned. In the alternative the United Kingdom submits that the directive is defectively reasoned.

- (¹) Council Directive 93/104/EC, of 23 November 1993, concerning certain aspects of the organization of working time. (The 'working time directive'.) OJ No L 307, 13. 12. 1993, p. 18.
- (²) Council Directive 89/391/EEC, of 12 June 1989, on the introduction of measures to encourage improvements in the safety and health of workers at work. OJ No L 183, 29. 6. 1989, p. 1.

Reference for a preliminary ruling by the Hof van Beroep, Brussels, by judgment of that court of 24 February 1994 in the case of PIAGEME VZW and Others v. Peeters BVBA

(Case C-85/94)
(94/C 120/26)

Reference has been made to the Court of Justice of the European Communities by a judgment of the Hof van Beroep (Court of Appeal), Brussels, of 24 February 1994, which was received at the Court Registry on 9 March 1994, for a preliminary ruling in the case of PIAGEME VZW and Others against Peeters BVBA on the following questions:

1. Do Article 30 of the EEC Treaty and Article 14 of Council Directive 79/112/EEC (¹), in conjunction with the provisions of Articles 128 and 129A of the EEC Treaty as amended by the Treaty on European Union, prevent Member States, with regard to the use of a language easily understood by customers, from requiring the use of a language which is that most widely spoken in the area in which the product is offered for sale, if at the same time the use of a different language is not excluded?
2. In order to determine whether information on a label satisfies the requirement in Article 14 of Directive 79/112/EEC of the use of 'a language easily understood' must regard be had exclusively to all the information supplied on the outer packing taken together or may account also be taken of circumstances from which it is reasonable to conclude that the consumers may be considered to be familiar with the product, as for example in the case of widespread distribution of the product or wide-ranging advertising campaigns?
3. May the 'other measures . . . taken to ensure that the purchaser is informed' provided for in Article 14 of the abovementioned directive thus be taken to mean that they can and must be designed solely to explain the information on a label on a particular specimen of a product, or may they also derive from the whole actual

circumstances of sale in which a product is offered, provided that the information required by Articles 3 and 4 (2) of Directive 79/112/EEC is given in full in a manner easily understood by the consumer?

(¹) OJ No L 33, 8. 2. 1979, p. 1.

Reference for a preliminary ruling by the College van Beroep voor het Bedrijfsleven by judgment of that court of 24 December 1993 in the case of H.J.A.M. van Iersel, Uden, Trustee in bankruptcy for Pluimvee and wildverwerkende Industrie 'De Venhorst' BV v. Staatssecretaris van Landbouw, Natuurbeheer en Visserij

(Case C-86/94)
(94/C 120/27)

Reference has been made to the Court of Justice of the European Communities by a judgment of the College van Beroep voor het Bedrijfsleven (Administrative court for trade and industry) of 24 December 1993, which was received at the Court Registry on 9 March 1994, for a preliminary ruling in the case of H.J.A.M. van Iersel, Uden, Trustee in bankruptcy for Pluimvee and wildverwerkende Industrie 'De Venhorst' BV v. Staatssecretaris van Landbouw, Natuurbeheer en Visserij (Secretary of State for Agriculture, Nature Conservancy and Fisheries) on the following questions:

Is Article 3 (1) of Council Decision 88/408/EEC of 15 June 1988 to be interpreted as meaning that the part of the fees referred to therein is payable only in respect of meat which is actually boned or cut up in the production stage between slaughter of the animal and storage of the meat, or must that provision be interpreted as meaning that the fees are payable in respect of all the meat which is brought into the cutting plant, whether or not it undergoes any processing there in the form of boning or cutting?

If the provision is to be interpreted differently, which is the correct interpretation?

Action brought on 14 March 1994 by Rima Industrial SA ('RIMA') against the Council of the European Union

(Case C-88/94)
(94/C 120/28)

An action against the Council of the European Union was brought before the Court of Justice of the European Communities on 14 March 1994 by Rima Industrial SA ('RIMA'), of Anel Rodoviário — KM 4.5, Bairro Novo das Indústrias, 30610 — Belo Horizonte, Minas Gerais, Brazil, represented by Jean-François Bellis, of the Brussels Bar, with an address for service in Luxembourg at the Chambers of A. F. Brausch, 8 rue Zithe.

The Applicant requests the Court to:

- annul Article 1 (2) of Regulation (EEC) No 3359/93 (¹), imposing an anti-dumping duty on the applicant,
- order the Council to bear the costs.