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 bankrupty 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 Indùstrias, 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.

Pleas in law and main arguments adduced in support:

The application is based on the following two grounds of annulment:

1. The investigation which has led to the imposition of an anti-dumping duty on RIMA was initiated in violation of Article 7 (1) of Regulation (EEC) No 2423/88 [2], since the Commission did not have sufficient evidence of dumping and injury concerning imports of ferrosilicon from Brazil prior to the initiation of the investigation.

2. As RIMA did not export ferrosilicon to the Community during the investigation period, there is no valid basis for imposing an anti-dumping duty on RIMA especially since the initial (and only valid) investigation concerning RIMA's exports of ferrosilicon to the Community had shown that RIMA's exports were not dumped.

[1] Council Regulation (EC) No 3359/93, of 2 December 1993, imposing amended anti-dumping measures on imports of ferro-silicon originating in Russia, Kazakhstan, Ukraine, Iceland, Norway, Sweden, Venezuela and Brazil. OJ No L 302, 9.12. 1993, p. 1.

[2] Council Regulation (EEC) No 2423/88, of 11 July 1988, on protection against dumped or subsidized imports from countries not membrs of the European Community. OJ No L 209, 2. 8. 1988, p. 1.

Reference for a preliminary ruling by the Østre Landsret, by decision of that court of 8 March 1994 in the case of Haahr Petroleum Ltd v. Port of Aabenraa and Others (intervener: the Danish Ministry of Transport)

(Case C-90/94)

(94/C 120/29)

Reference has been made to the Court of Justice of the European Communities by a decision of the Østre Landsret (Eastern Regional Court) of 8 March 1994, which was lodged at the Court Registry on 15 March 1994, for a preliminary ruling in the case of Haahr Petroleum Ltd v. Port of Aabenraa and Others (intervener: the Danish Ministry of Transport) on the following questions:

1. Is the special 40 % import surcharge on the goods duty ordinarily levied to be regarded as coming under the EEC Treaty rules on the Customs Union, including Articles 9 to 13, or under Article 95 of that Treaty?

2. Are the EEC Treaty rules on the Customs Union, including Articles 9 to 13, or Article 95 of that Treaty to be understood as meaning that it is incompatible with those provisions to impose a special 40 % import surcharge on the goods duty ordinarily levied if that import surcharge is imposed exclusively on goods imported from outside Denmark?

3. If question 2 is answered in the affirmative, under what circumstances can such a duty be justified on the ground that it represents consideration for a service provided or on grounds of transport policy (Article 84 (2) of the EEC Treaty)?

4. If the special import surcharge is held to be incompatible with the EEC Treaty, does that finding apply to the whole of that surcharge levied since Denmark's accession to the EEC Treaty or does it apply only to the increase in the import surcharge which came into effect after the date specified?

5. If it is held that the import surcharge is incompatible with Community law, will the fact that a claim for reimbursement may be time-barred under national rules on limitation periods have the full or partial effect that the import surcharge cannot be reimbursed?

Action brought on 17 March 1994 by the Commission of the European Communities against the Kingdom of the Netherlands

(Case C-93/94)

(94/C 120/30)

An action against the Kingdom of the Netherlands was brought before the Court of Justice of the European Communities on 17 March 1994 by the Commission of the European Communities, represented by Thomas van Rijn, acting as Agent, with an address for service in Luxembourg at the office of Georgios Kremlis, Legal Service, Wagner Centre, Kirchberg.

The applicant claims that the Court should:

1. declare that the Kingdom of the Netherlands has failed to fulfil its obligations under the EEC Treaty by failing to adopt the laws, regulations and administrative measures necessary to comply with Council Directive 90/667/EEC of 27 November 1990 laying down the veterinary rules for the disposal and processing of animal waste, for its placing on the market and for the prevention of pathogens in feedstuffs of animal or fish origin and amending Directive 90/425/EEC;

2. order the Kingdom of the Netherlands to pay the costs.

Pleas in law and main arguments adduced in support:

Pursuant to Articles 189 (third paragraph) and 5 (first paragraph) of the EEC Treaty, the Member States are required to take the necessary measures to transpose the directives addressed to them into national legislation within the prescribed period and to inform the Commission of such measures immediately. Although the period prescribed by the directive elapsed on 31 December 1991, the Kingdom of the Netherlands has still not brought into force the necessary measures.
