JUDGMENT OF THE COURT
16 DECEMBER 1963[1]

Macchiorlati Dalmas & Figli
v High Authority of the European Coal and Steel Community[2]

Case 1/63

Summary

1. *Measures adopted by institutions of the Community — Decisions of the High Authority — Statement of reasons — Criteria*
   (*ECSC Treaty, Article 15*)

2. *Measures adopted by institutions of the Community — Decisions of the High Authority — Enforceable decisions — Statement of reasons — Scope of the obligation to state reasons*
   (*ECSC Treaty, Articles 15 and 92*)

3. *Measures adopted by institutions of the Community — Decisions of the High Authority — Statement of reasons — Reference to previous measures — Inadquate statement of reasons*
   (*ECSC Treaty, Article 15*)

1. Cf. summary No 4, Case 14/61, Rec. 1962, p. 489.

2. Cf. summary No 4, Case 9/56, Rec. 1958 (janvier-juillet), p. 13.

3. The mere reference to previous measures cannot be regarded as compliance with the obligation to state the reasons upon which a decision is based.

In Case 1/63

MACCHIORLATI DALMAS & FIGLI, a limited partnership, having its registered office in Turin, represented by its managing partner, Antonio Macchiorlati Dalmas, assisted by Antonio Astolfi, Advocate of the Milan Bar and at the Corte di Cassazione, with an address for service in Luxembourg at the chambers of Ernest Arendt, 6 rue Willy-Goergen,

applicant,

v

HIGH AUTHORITY OF THE EUROPEAN COAL AND STEEL COMMUNITY, represented by its Legal Adviser, Italo Telchini, acting as Agent, assisted by Piero Ziccardi, Professor at the University of Milan, Advocate at the Corte di Cassazione,

defendant,

1 — Language of the Case: Italian.
2 — CMLR.

Application for the annulment, revocation or variation of the individual Decision of 14 November 1962 whereby the High Authority demands payment by the applicant of the sum of 7 000 000 lire by way of surcharges for delay in payment of the levies imposed on its production of steel for the years 1953 to 1960 inclusive,

THE COURT

composed of: A. M. Donner, President, Ch. L. Hammes (Rapporteur) (President of Chamber), L. Delvaux, R. Rossi and R. Lecourt, Judges.

Advocate-General: K. Roemer
Registrar: A. Van Houtte

gives the following

JUDGMENT

Issues of fact and of law

I — Facts

The applicant firm (hereinafter referred to 'Macchiorlati'), which is a small family undertaking, until 1958 only sent the High Authority at irregular intervals statements of that part of its production subject to levy by virtue of Decisions Nos 2/52 and 3/52 of 23 December 1952 (*Official Journal*, 1952, pp. 3 and 4), as amended and supplemented by Decisions Nos 29/55 of 3 November 1955 (*Official Journal*, 1955, p. 905) and 31/55 of 19 November 1955 (*Official Journal*, 1955, p. 906).

On 15 February 1959, following lengthy negotiations with Macchiorlati, the High Authority issued against it an enforceable Decision whereby it was required to pay 21 541 543 lire, of which 16 060 945 lire consisted of the levy and 5 480 598 lire of surcharges for delay.

On 8 April 1959 Macchiorlati brought an action (Case 22/59) against the above-mentioned Decision of the High Authority of 13 February 1959. As the applicant discontinued these proceedings the Court made an order dated 12 May 1960 that Case 22/59 be removed from the register.

After lengthy discussions between the parties, partly by correspondence and partly during interviews at the head office of the High Authority, the applicant paid the arrears of the actual levy until the end of February 1960, but requested that payment of the surcharges for delay be remitted.

By letter of 18 June 1962 the High Authority informed the applicant that its request had been partially granted, the surcharges for delay having been reduced from 9 334 514 lire, the amount to which they had in the meantime increased, to 7 000 000 lire, payment of which was demanded.

As Macchiorlati persisted in its efforts to obtain a total remission of the surcharges, the High Authority issued against it an enforceable individual

Decision on 14 November 1962 for the payment of 7 000 000 lire. The Decision was notified to the applicant by registered letter with form of acknowledgment of receipt and was received by it on 1 December 1962.

On 7 January 1963 the applicant lodged at the Court Registry the application which is the subject of the present action.

II — Conclusions of the parties

The *applicant* claims that the Court should:

(i) declare the contested Decision null and void;

(ii) alternatively, revoke the contested Decision and order that the surcharges for delay be remitted;

(iii) in the further alternative vary the contested Decison and order an appropriate reduction of the surcharges for delay;

(iv) order the defendant to bear the costs;

The *defendant* contends that the Court should dismiss all the claims put forward by the applicant as being inadmissible and in any event unfounded and order the applicant to bear the costs.

III — Submissions and arguments of the parties

The applicant on the one hand directly challenges the individual Decision of 14 November 1962 by proceedings based on Articles 33 and 36 and on the other hand indirectly challenges, by a claim under the third paragraph of Article 36, the individual Decision of 13 February 1959, and general Decisions Nos 2/52 and 3/52 as amended by general Decisions Nos 29/55 and 31/55 in so far as they form the basis of the individual Decision of 14 November 1962.

A — The individual Decision of 14 November 1962

Action for annulment based on Article 33 of the Treaty

1. Absence and inadequacy of the statement of reasons

The *applicant*, relying on the case law of the Court, maintains that the decisions of the High Authority taken pursuant to Article 92 must contain an exact and detailed statement of account setting out particulars of the debt thus made enforceable.

In fact the decision itself should be in a form suitable for review by the Court and it should therefore contain all the the facts which are necessary and sufficient to permit an examination of the factual and legal criteria on the basis of which it was taken.

The applicant further points out that the contested Decision simply refers to the obligation of the applicant to pay 7 000 000 lire. Its operative part neither mentions the legal basis for the debt nor the period to which it refers and in this respect the recitals are inadequate.

A mere enumeration of the decisions taken concerning the levy and a chronological list of the letters exchanged between the parties is no substitute for a statement of the reasons upon which a decision is based.

The *defendant* replies that the contested Decision is the result of a complicated procedure taken pursuant to the first paragraph of Article 36, in the course of which the High Authority by documents sent to the debtor, progressively compiled complete documentary evidence of the amount claimed.

A Decision is supplemented by the measures which precede it and comprise its premise (many of which were produced in Case 22/59);

The Court is therefore in a position to subject the contested Decision to the closest possible scrutiny.

With reference to the deficiency of the statement of reasons the *applicant* points out that Article 6 of general Decision No 3/52, supplemented by Decision No 29/55, gives it the right to request the High Authority to remit, in whole or in part, the surcharges for delay in payment and that the defendant was therefore obliged to state the reasons which were capable of justifying its refusal to grant a total remission. The High Authority should also have explained its reasons for reducing the surcharges to 7 000 000 lire. A statement of reason upon which a decision is based is the condition precedent to the exercise by the High Authority of its discretionary power in connection with the remission of surcharges for delay in payment. The complete absence of any explanation of the manner in which this discretionary power was exercised must lead to the annulment of the contested Decision.

The *defendant* replies that the statement of the essential reasons upon which the contested Decision is based is contained in the last recital which refers to the agreement by the applicant not to dispute the amount of the surcharges.

It was not necessary that the contested Decision should mention the criteria followed in making the decision to remit, most of which moreover were known to the applicant, but only that it should state the reasons upon which the enforceable demand to pay was based. This argument is sufficiently substantiated by the last recital which states that the applicant did not carry out its express undertaking to submit its proposals for payment.

The *applicant* denies having given any such undertaking and points out that there is no decision imposing upon it the obligation to submit proposals for payment. In any case, according to the High Authority's own argument, the 1959 Decision was replaced by a measure which was not a formal decision and which fixed the dates when the payments fell due. Although the fact that the applicant did not submit proposals for payment might have been a sufficient reason for the Decision determining the surcharges for delay in payment, the carrying out of these proposals would, on the other hand, deprive the High Authority of the right to demand payment of the surcharges.

The *defendant,* however, maintains that the surcharges for delay in payment are in fact interest on the overdue payments of the levy, in particular when they are fixed, as happened in this case, at a rate equivalent to the normal rate of bank interest.

The statement of reasons for the Decision is therefore given by implication. It need only be stated explicitly if the surcharges were fixed in such a way that they amounted to a sanction or if they were reduced to such an extent as to be tantamount to a full remission of interest on overdue payments.

The *applicant* replies on this point that surcharges for delay in payment are clearly a pecuniary sanction within the meaning of Article 36, because their maximum rate is much higher than any reasonable rate of interest and their determination is left entirely to the discretion of the High Authority and in keeping with the nature and seriousness of the default and because they are imposed upon undertakings which, in one way or another, have not observed the decisions taken by the High Authority under Article 50 of the Treaty

2. Infringement of Article 6 of general Decision No 3/52 in so far as it constitutes a rule of law relating to the application of the Treaty

The *applicant* states that the detailed statement of account of the penalties for delay in payments, which the High Authority sent it by letter of 26 April 1961, rounded up all the figures. The

High Authority therefore exceeded, if only by a negligible amount, the percentage increase of 1% fixed by Article 6 of general Decision No 3/52. This complaint, although of no great practical importance, has however great legal significance because it refers to the infringement of a mandatory rule.
According to the *defendant* the point raised by the applicant is of quite negligible importance and moreover is amply compensated for by the remission of a considerable part of the surcharges for delay in payment.

3. Misuse of powers in the form of the High Authority's refusal to grant, as agreed, the remission of the surcharges for delay in payment

The applicant claims and is prepared to prove by the evidence of witnesses that during a meeting between its representatives and officials of the High Authority on 21 April 1960 at Luxembourg a compromise was reached. The applicant agreed to discontinue its action in Case 22/59, to pay its arrears and in future to carry out its obligations in a proper manner. In return the High Authority agreed to remit the entire surcharges for delay in payment.
Breach of this compromise must lead to the annulment of the contested Decision.
The *defendant* maintains in the first place that the applicant does not give the reasons which lead it to treat the fact that the contested Decision is inconsistent with the alleged compromise as a misuse of powers. In fact, according to the High Authority, the documents produced in these proceedings prove that no such agreement as the one mentioned by the applicant was concluded. This is clear in particular from : the lack of any written confirmation by the High Authority of the applicant's assertion contained in a letter of 30 April 1960; a letter from its Legal Department of 6 May 1960 categorically refuting that assertion; and finally the fact that by letters of 11 May 1960 and 20 February 1962 the applicant again requested that the surcharges for delay in payment be remitted without making any reference to the alleged compromise which would have exonerated it from paying the said surcharges.

B — The individual Decision of 13 February 1959 as the basis for the Decision of 14 November 1962

1. Admissibility

The *High Authority* maintains that the application against the individual Decision of 13 February 1959 is inadmissible under both Article 33 and Article 36.
Under Article 33 it is inadmissible on procedural grounds because the applicant is barred as a result of the expiration of the time limit within which proceedings against this Decision must be instituted, and on substantive grounds because of the lapse of the right to institute proceedings, as a result of the discontinuance by the applicant of its earlier application and of the implementation (at least in part) of the Decision.
It is also inadmissible under the third paragraph of Article 36, which only applies to general decisions and cannot be pleaded in order to challenge individual decisions which can no longer be contested.
The case law of the Court only allows the applicant to plead the illegality of the general decision upon which the individual decision, which it is contesting, is based. A request for the annulment of an individual decision cannot be based on the presumed illegality of another individual decision which is not contested.
The High Authority goes on to say that the aim of the legal order created by the Treaty is not only to guarantee undertakings the right of access to the

Court but also to secure legal certainty in that, when issues are resolved by operation of law, even if they are resolved by a failure to exercise rights or by the expiration of the time limit for bringing an action, they are definitely resolved. It follows from Article 33 that individual decisions, which are not contested within the time limit laid down or are contested in proceedings which are later discontinued, or are confirmed by the dismissal of proceedings instituted against them, are definitive and bind the parties thereto in all respects.

Moreover the Decision of 13 February 1959 is not the basis of the Decision of 14 February 1962 except in so far as it fixes the amount owed by the undertaking. It is not the legal origin of the obligation itself, which arises from the failure to comply with the general Decisions which introduced the levy and the surcharges for delay in payment.

As the Decision of 1959, which notified the undertaking of its failure to fulfil its obligation, has not been annulled, it establishes definitively, as between the parties to it, the fact that it has not been carried out. The new individual decision does no more than draw the necessary consequences which flow from the definitive nature of the preceding decision. It imposes surcharges for delay in payment according to rules laid down by general decisions.

The only general decisions which the applicant is entitled to challenge on the ground that the individual Decision of 14 November 1962 is based on them are those which determine the mode of assessment and collection of interest on overdue payments.

The *applicant* argues that Article 36 must be given a wide interpretation and that it must be assumed that the authors of the Treaty did not intend to limit the objection of illegality to general decisions, as the Treaty is silent on this point.

In its opinion in order that a party may, under the third paragraph of Article 36, contest in support of its appeal the legality of a previous decision, in respect of which the time limit for instituting proceedings against it under Article 33 has expired, it is necessary only that there should in fact be a decision and that this decision should be the necessary condition precedent to the validity of the later individual decision which is contested.

In this case the Decision of 14 November 1962 could neither exist nor be justified without the Decision of 13 February 1959 which fixes the amount of the levy contributions and the periods of delay.

2. The substance

According to the *applicant* the determination of the amount of the surcharges for delay in payment is based on the statement of account contained in the individual Decision of 13 February 1959. This statement is based on an assessment, carried out by the High Authority of its own volition, of the applicant's chargeable production for the period April to October 1958.

This assessment is illegal and arbitrary. In fact the High Authority did not inform the applicant of the criteria which it applied. It only did so in its statement of defence in Case 22/59 which disclosed that it had done no more than calculate an average for the preceding five years increased by a small percentage.

An assessment made by the High Authority of its own volition and which merely consists of statistical or mathematical calculations disregarding economic and social realities, amounts to a misuse of power. The High Authority should have made checks, inspections or investigations under Article 47.

According to the decisions of the Court, even when the High Authority makes an assessment of its own volition, it must

make it possible for the debtor to know how the debt has been calculated.
In any event the figures arrived at differ considerably from the actual production figures.
The *High Authority* limits itself to replying that the Court in Case 9/56 (Meroni & Co., Industrie Metallurgiche, S.p.A. v the High Authority; Rec. 1958, (janier-juillet), p. 9) and in Joined Cases 36, 37, 38, 40 and 41/58 (Società Industriale Metallurgica di Napoli (SIMET) and others v the High Authority; Rec. 1958-1959, p. 331) has acknowledged that the High Authority is legally entitled to make assessments of its own volition.

C — *The general Decisions establishing the levy*

1. Admissibility

The *High Authority* asserts that the inadmissibility of the application against the individual Decision of 1959 necessarily entails its inadmissibility in relation to the general Decisions on which that Decision is based.
The submissions directed against the general Decisions are in no way related to the Decision of 14 November 1962. This Decision is confined to demanding surcharges for delay in payment for failure to fulfil in good time the obligation to pay the levy arising from the general Decisions. The applicant is not entitled to contest this obiligation in particular because it has fulfilled it without any reservation.
The *applicant* replies that it is the fact that the obligation to pay the levies was not observed which justifies the surcharges for delay in payment. The Decision of 14 November 1962, which determines the amount of the surcharges, is therefore inevitably based on the general Decisions relating to the levies and the alleged failure to observe them. The application against the general Decisions is therefore admissible.
In addition the *High Authority* submits that undertakings have no legal interest in contesting Article 6 of general Decision No 3/52. This provision applies to the levies Article 50 (3) of the Treaty, which gives the High Authority the right to impose upon undertakings which do not comply with decisions taken by it under that Article surcharges of not more than 5%, for each quarter's delay, that is to say approximately 1.66% per month.
The contested provision which fixes the the rate of the surcharges for delay in payment at only 1% per month and provides that the High Authority may remit these surcharges in whole or in part contains an exception to the rule laid down by Article 50 (3), but in the sense of a voluntary limitation on the part of the High Authority of the wider powers conferred upon it by the Treaty.
The *applicant* replies that undertakings always have a legal interest consisting in the fact that the High Authority by its general decisions should protect the guarantees given to them by the Treaty, in this case by the first paragraph of Article 36.

2. The substance

(a) *Infringement of Article 50 (1)*

The *applicant* argues that Article 50 (1) exhaustively enumerates the specific expenses which the levy is intended to cover. The High Authority is therefore not entitled to fix the rate for the levy at a level which allows it to cover other expenses, for example the cost of establishing and maintaining a guarantee fund or a special reserve fund.
The rate of the levy has not however been adjusted so as to cover only those requirements laid down in Article 50 (1). The budgetary documents of the High Authority disclose that the sum of 153.87 million units of account was levied on undertakings to cover expenses not provided for by Article 50.

Had it not been for the establishment of the guarantee and reserve funds, the undertakings could have been exempted from the levy for at least six years, as the High Authority had sufficient funds to cover its own expenses.
No legal principle or provision of the Treaty justifies the creation of a guarantee fund which exclusively serves certain political objectives of the High Authority. The application of the fund is, moreover, contrary to the basic provisions of the Treaty, as the High Authority is not entitled to impose substantial levies on certain undertakings in order to guarantee loans granted to other undertakings. The creation of the special reserve fund is even more irregular and is neither justified nor authorized by the Treaty, no matter what its aim in fact may be; in any event the High Authority can use it to meet any requirements it desires.
The *High Authority* on this point refers to the point of view it adopted in Joined Cases 41 and 50/59 (Hamborner Bergbau AG, Friedrich Thyssen Bergbau AG v the High Authority, Rec. 1960, pp. 989 et seq.) and to the opinion of the Advocate-General in those cases.

(b) *Infringement of Article 50 (2)*

The *applicant* recalls that Article 50 (2) provides that 'the mode of assessment and collection' of the levies shall be determined by a general decision of the High Authority 'taken after consulting the Council'.
Decisions Nos 2/52 and 3/52 govern the same matter, namely the mode of assessment and collection of the levy. As Decision No 3/52 fixed the percentage rate of the figures used as a basis of assessment for levies, the consumption figures used for calculating deductions, the basic scales and the amount of surcharges for delay in payment, all of which are precisely the factors required for the assessment and collection of the levy, it should have been taken after prior consultation with the Council. This consultation was not mentioned in the recitals to the Decision.
The documents produced by the High Authority prove that Decision No 3/52 (and also Decision No 2/52) were adopted without proper consultation with the Council.
In any case the High Authority was required to refer expressly to consultation with the Council in the preamble to its Decision. Not having done so, it infringed an essential procedural requirement.
The *High Authority* replies, producing documents in support, that although Decision No 3/52 does not in fact mention a prior consultation with the Council the latter was nevertheless consulted on the whole of the matters governed by Decisions Nos 2/52 and 3/52.
Article 50 (2) expressly provides only for consultation with the Council concerning the mode of assessment and collection of the levy. As this question was settled by Decision No 2/52, consultation with the Council logically is only mentioned in that Decision.
Furthermore, the Court would not have failed to consider of its own motion this alleged procedural defect, if it existed, in previous proceedings.

(c) *Infringement of Article 47*

The *applicant* complains that Article 4 of Decision No 2/52 (as amended by Decision No 31/55) introduces the system of assessment by the High Authority of its own volition in such a general way that it infringes Article 47.
This Article enables the High Authority to obtain the information it requires to carry out its tasks and to have any necessary checks made but does not authorize it to make hypothetical calculations based on statistical averages and unreliable forecasts of increased production.

For the High Authority to adopt a procedure for making findings of fact, purely of its own volition, is unthinkable under the Treaty. The High Authority should adopt a procedure which must comply with strict rules based on objective data, which it has established and collected. Such a procedure pre-supposes the existence of a decision affecting the undertaking to which the request for information is directed.

The High Authority nevertheless unlawfully made an assessment of its own motion of the applicant's chargeable production for the period April to October 1958.

The *defendant* replies that the Court has already recognized the principle that the High Authority is entitled in law to make assessments of its own motion.

(d) *Infringement of the first paragraph of Article 36*

The *applicant* points out that when applying the first paragraph of Article 36 the High Authority must give the party concerned the opportunity of submitting its comments before imposing a pecuniary sanction or ordering a periodic penalty payment.

However, Article 6 of Decision No 3/52, supplemented by Decision No 29/55, determines the amount of the surcharge for delay in payment in a strictly objective manner. It substitutes for a discretionary assessment, preceded by the exercise by the party concerned of its subjective right to submit its comments, a mathematical determination of amount which could only be abated after the sanction had been imposed.

The procedure under Article 36 is therefore reversed. The undertaking no longer has the right to submit its comments before the sanction is imposed. A fixed and unalterable sanction is automatically imposed on it and its only remedy is to make a request, after the event, for remission or reduction. This is all the more serious because the decisions of the High Authority in this matter are enforceable.

The *High Authority* complains that the applicant is using a dialectical argument which consists of considering separately the provision limiting surcharges for delay in payment to 1% and the provision which permits the High Authority to remit them in whole or in part.

The contested general Decision in no way prevents the High Authority from allowing the party concerned, pursuant to the first paragraph of Article 36, the opportunity of submitting its comments on the amount of the surcharges notified to it.

It is only afterwards that, in the full exercise of its discretionary power, limited moreover in favour of the debtor (in particular by the lowering of the maximum limit of the surcharges by comparison with the limit laid down by Article 50 (3) of the Treaty), it decides whether the surcharge is due in whole or in part and fixes the final amount.

The Decision of 14 November 1962 would moreover be unintelligible if the procedure under the first paragraph of Article 36 had not been meticulously observed.

The system introduced by general Decision No 3/52 does not therefore infringe the first paragraph of Article 36 and does not confer upon the High Authority powers to which it is not entitled under that Article.

D — *The amount of the surcharges for delay in payment*

The *applicant* points out that the sum of 7 000 000 lire for surcharges for delay in payment out of total contributions of less than 21 000 000 lire corresponds to approximately 30% of the capital sum.

In the opinion of the applicant a careful examination of the facts, of the

nature of the failure to pay and of the consequences of the sanction should have led the High Authority to remit the surcharges for delay in payment or to reduce them to a minimal sum.
In fact having regard to the particular financial situation of the applicant, the sanction imposed upon it threatens to have dangerous repercussions on its financial and productive capacity.
The *defendant* maintains that, when it determined the surcharges for delay in payment, it took account of the administrative disorder and financial difficulties pleaded by the applicant.
The contested Decision reduces the amount payable to the level of the normal bank rate and therefore applies a criterion of equalization and not of sanction.
Specially favourable treatment did not appear to be justified. It would moreover have infringed the fundamental principle of the equality of treatment of undertakings with regard to Community charges.

IV — Procedure

The procedure followed the normal course.

Grounds of judgment

A — Admissibility

No objection has been raised by the parties to the procedure in this case and there are no grounds for the Court to raise the matter of its own motion.

B — Substance

I — *The nullity of the individual Decision of 14 November 1962*

It is necessary in the first place to examine the submissions of the applicant based on Article 33 of the ECSC Treaty which it puts forward in support of its principal conclusions which seek the annulment of the individual Decision of 14 November 1962.

In this respect it argues first that the contested Decision is null and void because it infringes an essential procedural requirement since the statement of the reasons on which it is based, prescribed by the first paragraph of Article 15 of the Treaty, is either lacking or insufficient.

It is agreed by both parties that the contested Decision does not contain any exact information concerning the calculation of the principal sum or of the surcharges for delay in payment which are the subject matter of the measure taken against the applicant.

According to the law and the relevant decisions of the Court, the statement of the reasons on which decisions are based must be so worded that it not only enables the parties concerned to find out the essential factors in the High Authority's reasoning but also enables the Court to carry out the judicial review of decisions assigned to it by the Treaty.

In this case the contested Decision does not contain anything whatsoever in the nature of a statement of account showing how the debt, which is enforceable by virtue of the Decision, is calculated and therefore does not enable the Court to check the rate of interest actually applied or the nature of such interest

Only an accurate and detailed statement of account determining and explaining the amount of the surcharges for delay in payment, which the applicant firm was liable to pay in respect of the levies assessed on its production of steel for the years 1953 to 1960 inclusive, could enable the Court to review the legal justification of this enforceable claim.

Although the applicant might have been able to discover the constituent elements of its debt from measures previously notified to it, such information is in no way to be obtained from the contested Decision itself.

The first paragraph of Article 15 of the Treaty provides that decisions of the High Authority shall state the reasons on which they are based. A reference to previous measures cannot be regarded as compliance with this obligation. Moreover the contested Decision contains no express reference to such measures.

It does not therefore enable the Court to check the calculation of the amount of the surcharges for delay in payment due from the applicant, the justification for the partial reduction or the amount thereof.

The complaint of infringement of an essential procedural requirement, in this case the duty to state the reasons upon which decisions of the High Authority are based, is well-founded.

The contested Decision must therefore be annulled.

II — Costs

The defendant has failed in its conclusions and it must therefore be ordered to bear the costs.

On those grounds,

Upon reading the pleadings;
Upon hearing the report of the Judge-Rapporteur;
Upon hearing the parties;
Upon hearing the opinion of the Advocate-General;
Having regard to Articles 14, 15, 33, 36, 49 and 50 of the Treaty establishing the European Coal and Steel Community;
Having regard to the Protocol on the Statute of the Court of Justice of the European Coal and Steel Community;
Having regard to the Rules of Procedure of the Court of Justice of the European Communities;

THE COURT

hereby:

1. **Annuls the individual enforceable Decision of 14 November 1962 addressed by the High Authority to the applicant;**

2. **Orders the High Authority of the European Coal and Steel Community to bear the costs.**

Donner Hammes

Delvaux Rossi Lecourt

Delivered in open court in Luxembourg on 16 December 1963.

A. Van Houtte
Registrar

A. M. Donner
President

OPINION OF MR ADVOCATE-GENERAL ROEMER DELIVERED ON 12 NOVEMBER 1963[1]

Summary

1 — Translated from the German.