

# Multilingualism and certainty of law in European Union

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***Abstract.** The legal system of the European Union recognizes the general principles of the legal systems of Member States, including the principle of legal certainty. The principle itself is not an uniform rule and has different aspects. The author describes particular approaches towards the principle in relation to multilingualism in the EU, paying particular attention to requirement of publication, principles of clear, understandable legislation, and protection of legitimate expectations. The description is supported by case law and examples from literature and opinions of Advocates-General. The author examines various methods of reconciliation of differences between official versions of EU legislation in order to determine whether they comply with the principle of legal certainty. The conducted analysis proves that the principle of legal certainty is not actually fully observed as it causes numerous problems both for individuals in Members States as well as for the Court of Justice of the European Union.*

***Keywords:** Legal certainty, multilingual law.*

## **Introduction: the principle of legal certainty**

The legal system of the European Union, being relatively young, recognizes the general principles of the legal systems of Member States. Consequently, the principle of legal certainty, which exists in national legal orders, has been adopted by the Court of Justice of the European Union.<sup>1</sup> However, it has been noted that the content of this principle may vary among national legal systems and EU law (Raitio, 2003; Derlén, 2009). Raitio regards the principle as one that cannot be defined in an exact way (Raitio, 2003: 4). There are many approaches towards the scope and meaning of legal certainty. Legal scholars distinguish several aspects of legal certainty (also called subconcepts – Derlén 2009: 53), namely: the proscription of retroactivity of law (irretroactivity of law); the requirement of publication; *vacatio legis*; principles of clear, understandable legislation; and the protection of legitimate expectations.

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These aspects are sometimes claimed to constitute separate principles.<sup>2</sup> The protection of legitimate expectations may be described as a principle according to which a reasonable person is able to predict the legal consequences of his or her behaviour and expect the authorities to act fairly and reasonably, according to the law. The principle of clear, understandable legislation and the requirement of publication play a crucial role in the analysis of the interaction between the principle of legal certainty and the multilingualism of legislation.

This analysis is an attempt to evaluate the actual use of these principles by EU bodies, in particular the Court of Justice of the European Union. The author raises the questions of how the principle of legal certainty is being respected within the multilingual European Union and whether the methods of interpretation of multilingual legislation comply with this principle.

### **Multilingualism of EU law**

The principle concerning the equality of all official languages is expressed in the primary law of the European Union.<sup>3</sup>

The secondary law of the European Union becomes a part of the national legal systems of the Member States. Some legal acts are directly binding (regulations), others must be introduced in each Member State by national legal acts (Directives). All community legislation must be published in all the official languages of the EU, in order to ensure that the citizens have the possibility to familiarise themselves with their rights and obligations in their native language (if it is an official language of the EU).

This principle was adopted in the Council Regulation 1/58/EEC. The original text of the Regulation considered the languages of four Member States to be official languages of the institutions of the Community. According to Articles 4 and 5 of the original Regulation, regulations and other documents of general application shall be drafted in four official languages, and the official journal of the community shall be published in all of them. Member States and persons subject to their jurisdictions could choose one of the official languages to be the language of their communication with the EU institutions. The number of official languages has increased along with every new Member State of the EU, and necessary amendments have been made to the Council Regulation to include each new language.

Unlike other international organisations<sup>4</sup>, the European Union did not decide to choose one or several languages to serve as its official languages. Despite the fact of using three languages as working languages in particular EU institutions (mostly English, French and German), the Union claims to recognize all 24 official languages as equally authentic. No single language version prevails over the others just because that version served as a source for the others in the process of legal drafting. This unique approach towards multilingualism is explained in the Community publications.<sup>5</sup>

According to Article 267 of the Treaty on Functioning of the EU<sup>6</sup>, the Court of Justice of the European Union and the Court of First Instance are competent to make judgments on the interpretation of the Law of the European Union. The national courts of the Member States can ask the Court of Justice for a preliminary ruling when they have doubts concerning the interpretation of Community Law. The Court of Justice provides uniform interpretation in all Member States. These judgments from the Court of Justice serve as

important material in understanding the process of interpretation of multilingual law in the EU and form the basis for the following discussion.

### **Access to legislation in each official language**

The obligation of publication EU Law in every official language is subject to the CJEU judgment in the case of *Skoma-Lux sro v Celní ředitelství Olomouc*.<sup>7</sup>

In the judgment, the Court of Justice expressed the right of an individual to familiarise him/herself with the legislation of the Union in any of the official languages. The lack of proper publication in an official language has important legal consequences, resulting in the legislation being unenforceable in that Member State. However, the obligation to publish the legislation in all official languages does not cause many problems in itself. The legislation is accessible through the EUR-LEX database<sup>8</sup>, which exists in 23 language versions. The 24<sup>th</sup> language version was already being prepared when this article was being written (because of the planned accession of Croatia in 2013).

From the perspective of the principle of legal certainty, it can be seen that the purpose of this publication is to protect legitimate expectations. However, what is not so clear is the strength of the position of a single language version, accessible to the public in a particular Member State, compared to other versions in cases where there is doubt about national application and it becomes subject to the interpretation of the Court of Justice of the European Union. Doczekalska describes “a paradoxical situation, in which, on the one hand, multilingualism provides a citizen with the right to his own language, and, on the other, requires him to read all the language versions in order to apply Community law” (Doczekalska, 2009: 362). Consequently, while the lack of publication in a certain language makes the piece of legislation inapplicable to the persons in particular Member State, publication does not result in the right for an individual to refer and to observe only the version drafted in his or her mother tongue.

### **Importance of multilingualism in the interpretation process**

In the case *Srl CILFIT and Lanificio di Gavardo SpA v Ministry of Health*<sup>9</sup>, the Court of Justice stated that the multilingualism of EU Law must be taken into account in the process of its interpretation:

(...) it must be borne in mind that **community legislation is drafted in several languages and that the different language versions are all equally authentic. An interpretation of a provision of community law thus involves a comparison of the different language versions.**

It must also be borne in mind, even where the different language versions are entirely in accord with one another, that community law uses terminology which is peculiar to it. Furthermore, it must be emphasized that **legal concepts do not necessarily have the same meaning in community law and in the law of the various member states.**

Finally, every provision of community law must be placed in its context and **interpreted in the light of the provisions of community law as a whole**, regard being had to the objectives thereof and to its state of evolution at the date on which the provision in question is to be applied.<sup>10</sup>

Particular language versions should be treated equally and, as such, interpretation requires all official language versions to be compared. The declared equality of all language versions results in the acceptance of a fiction that there is no single original version of Community Law, with its translations, but only originals. This has important

consequences for the process of interpretation of Community Law. Firstly, it is very hard, if not impossible, to justify the existence of translation errors, as an original cannot contain any translation errors. Accepting the existence of translation errors challenges the principle of the authentic character of all language versions, as it requires an original, free of errors and therefore more authentic than the questioned text.

Doczekalska (2009: 360) considers that the drafting of the multilingual legislation in the European Union involves processes different from a simple translation. She points out that the various authors' use the term "co-drafting" to describe the revision process conducted by the lawyer-linguists, during which the changes can be introduced into every version, regardless of the fact that one of them is being translated into other languages. During this process, the "translations" can influence the "original" (unlike a simple translation process, in which only the translated versions can be altered). As a result, it is difficult to distinguish translations from originals (Doczekalska, 2009: 361).

It should be noted, however, that the translation process is important with every introduction of a new official language (the legislation must be translated into the new language, but the source language for such translation is not officially prescribed). The new official language then gains the same legal status as the previous ones.

For the above reasons, it would be, in my opinion, unjustified to accept the meaning represented in one version over the others just for the reason that the chosen one was the source for translations into other languages. However, this lack of a reference language (impossible for political reasons) results in the uncertainty for addressees of legal norms – one cannot trust the legislation provided in one's own language.

### **Methods of interpretation used by the Court of Justice of the European Union to reconcile the diverging language versions**

Many classifications of the methods employed by the Court of Justice in the process of reconciliation of differences between official language versions of EU law have been proposed. A brief presentation of the main approaches can be found in Derlén's work (2009: 40), which notes that the scholarly discussion concerning the interpretative agreements adopted by the Court of Justice in the face of diverging language versions displays some confusion and disagreement.

A presentation of the various methods can also be found in the Opinion of Advocate-General Stix-Hackl on the case *Simutenkov v. Ministerio de Educacion y Cultura, Real Federacion Espanola de Futbol*<sup>11</sup>. In order to show that there is no paradigm for "considering" all language versions in the interpretation process of EU Law, I would like to present the various methods distinguished by AG Stix-Hackl, whose task is to prepare a detailed legal opinion on a given case.<sup>12</sup> According to her opinion, the methods of determining the meaning of provisions of multilingual legislation are:

- determining the clearest text by:
  - a) elimination of texts that are not typical
  - b) elimination of versions which contain a translation error
- giving preference to the language versions forming a majority
- favouring a single version over the majority
- accepting the common minimum represented in all versions

Stix-Hackl also mentions one additional method: "proceeding on the basis of the original that served as a source for translations".<sup>13</sup> In my opinion, this method can be

useful only in cases concerning the agreements between the EU and third countries, negotiated and drafted in a certain language, not for the interpretation of legislation developed by co-drafting, the method normally employed by the EU.

Stix-Hackl also underlines the importance of considering the intention of the parties (drafters) and the objective of the provision in the interpretation (the teleological method). This method is frequently applied in the Court of Justice's case law and will be discussed in more detail later.

Examples of judgments by the Court of Justice for all methods, except the elimination of non-typical texts and acceptance of the common minimum, are given in Stix-Hackl's opinion. She disregards the importance of the common minimum, stating at the very beginning of her presentation that it is "supported neither by convincing arguments nor by the practice found in the Court's case law".<sup>14</sup> However, as will be shown later, the acceptance of the common minimum represented in all versions appears in some cases, presented by Stix-Hackl as examples of other methods.

The following analysis of the methods distinguished by Stix-Hackl should prove whether or not their application can be justified from the perspective of the principle of legal certainty.

The method of determination of the clearest text means, in fact, that the equality of languages is not respected and the "best" version is chosen. The application of this method does not allow the addressees of legal norms to foresee the legal consequences of their behaviour by observation of EU legislation in their mother language. Even "clear, non-ambiguous text" does not guarantee the choice of particular version in the interpretation process (because there is a possibility that other versions will be recognized as "more clear").

To disregard of versions that "contain a translation error" is, in my opinion, difficult to justify, because of the authentic character of all language versions. It had been stated before that this method can be useful for the interpretation of agreements between the EU and third countries, but, within EU, where "co-drafting" takes place, it is difficult to identify the translation errors. For example, in the judgment of the Court in case *Erich Stauder v City of Ulm*<sup>15</sup>, referred to by Stix-Hackl, the question of differences between particular language versions is explained in the observations of the Commission, which stated that the Management Committee at one of the meetings held on 29.01.1969 decided to modify the draft of the examined provision. Two language versions were overlooked in the modification process and amended after the publication of the act. However, this appears to be a mistake in the drafting process and not a translation error. The issue raised by the Commission had been mentioned as grounds for the Court of Justice's judgment, but it does not seem to be the most important reason for its decision. It rather supports the other grounds of the judgment explained by the Court of Justice. It is therefore surprising Stix-Hackl quotes this as her only example of "elimination of versions which contain a translation error". In my opinion the judgment could serve as example for the common minimum method, which will be analysed in another part of the paper.

The disadvantage of the "favouring the majority" method is that a similar meaning represented in various language versions might result from similarities between certain legal systems or languages from the same roots (Romance languages, Slavic languages).

Because of these potential similarities and the the unequal number of languages in different groups, the choice of a version basing on the greatest number of language versions containing the same meaning cannot be regarded as sufficiently justified. Stix-Hackl observed in her opinion that giving preference to the meaning of the majority does not form an absolute rule. She cites a case<sup>16</sup>, where the Court of Justice had chosen the meaning of the provision in question represented in a single language version over all others on the basis of the purpose of the provision.

The method of elimination of non-typical versions is similar to the “favouring the majority method”. Therefore, it does not need to be analysed separately.

The method of teleological interpretation (based on the objective, purpose of the legislation or intention of the drafter), appears in some judgments indicated by Stix-Hackl and can be found in up-to-date judgements. The Court of Justice usually refers to the previous cases by pointing out that:

it is to be borne in mind that it is settled case law that the different language versions of a text of European Union law must be given a uniform interpretation and hence, in the case of divergence between the language versions, the provision in question must be interpreted by reference to the purpose and general scheme of the rules of which it forms a part<sup>17</sup>

The application of teleological method requires the comparison of official versions and a choice of the meaning that complies with the purpose of the disputed provision. This method is very frequently applied by the Court of Justice, underlining its importance in achievement of uniform application of EU law in all Member States. However, its application can hardly be justified from the perspective of legal certainty. The correct interpretation of the rule requires an individual to compare all official versions.

The “common minimum” method is the only one criticized by Stix-Hackl in her opinion without reference to any judgment of the Court (she finds no case law and no convincing arguments supporting it). Stix-Hackl does not explain the method, apart from saying that “one should take the common minimum of all language versions as a starting point [for the interpretation – KP], and accept that there is merely an obligation to use endeavours.”<sup>18</sup> According to this opinion, employment of this method would result in the acceptance of the most liberal interpretation of the disputed provision. Therefore, in this article, the common minimum method will be understood as acceptance for the interpretation that results in the lowest level of burdens and obligations for the addressees of the provision, or, in other words, the interpretation assuring the highest level of freedom.

As stated before, the elements of the “common minimum” method can be found in the judgement of the Court of Justice in case of *Erich Stauder v City of Ulm*<sup>19</sup>, indicated by Stix-Hackl as an example of the method of elimination of the versions containing a translation error. The Court of Justice stated:

When a single decision is addressed to all the Member States the necessity for uniform application and accordingly for uniform interpretation makes it **impossible to consider one version of the text in isolation but requires that it be interpreted on the basis of both the real intention of its author and the aim he seeks to achieve, in light in particular of the versions in all four languages.** In a case like the present one, **the most liberal interpretation must prevail, provided that it is sufficient to achieve the objectives**

**pursued by the decision in question. It cannot, moreover, be accepted that the authors of the decision intended to impose stricter obligations in some Member States than in others.**<sup>20</sup>

It is clear that the Court of Justice, seeking the uniform interpretation and application of the disputed provision, accepted the most liberal interpretation that fulfilled the condition of achieving of the purposes of the legislation.

Among the latest judgements combining the common minimum method with the teleological method, the case of *The Queen, on the application of M and Others v Her Majesty's Treasury*<sup>21</sup> is very interesting from the perspective of legal certainty. Apart from repeating the importance of taking into account the purpose and general scheme of the whole legislative act, the Court of Justice refers to the **need of clarity of the legislation, for the reasons of assurance of legal certainty**. The Court of Justice stated that:

It is to be borne in mind that, in construing a provision of secondary European Union law, preference should as far as possible be given to the interpretation which renders the provision consistent with the general principles of European Union law and, more specifically, with **the principle of legal certainty** (C-1/02 Borgmann [2004] ECR I-3219, paragraph 30 and case-law cited).

That principle requires legislation, such as Regulation No 881/2002, **which imposes restrictive measures having considerable impact on the rights and freedoms of designated persons** (Kadi and Al Barakat International Foundation v Council and Commission, paragraph 375<sup>22</sup>) and which, as provided in Article 10 of that regulation, in domestic law involves penalties, in this instance criminal penalties, for infringement of those measures, **to be clear and precise** so that the persons concerned, including third parties such as the social security bodies involved in the main proceedings, may **know unambiguously their rights and duties and take measures accordingly**.<sup>23</sup>

Finally, the chosen meaning of the provision in question is the most liberal one and falls within the scope of all analysed language versions. Therefore, the judgement also represents the method of a common minimum.

The variety of methods applied in the course of reconciliation of diverging language versions of EU law causes the feeling of uncertainty as to the consideration of all language versions in the process of interpretation. The additional problem is that, in many cases, it is not even obvious whether all the languages were really examined. The Advocates-General in their opinions and the Court in its judgements commonly fail to explain the meaning represented in each language.<sup>24</sup> Usually they use vague expressions like “other language versions” or “some language versions”<sup>25</sup>, so it is difficult to state if all versions were examined, and, if not, which were subject to interpretation, and why they had been chosen over the others. The application of one or other of the methods in a particular case does not seem to depend on the character of the problem, so, even by achieving the comparison of the then all 23 versions (difficult even for a court composed of nationals from the different Member States, and almost impossible for a single person), it is hard to foresee the final interpretation of a provision in question. The aim of achieving a uniform interpretation in the whole community is often used by the Court of Justice to justify its interpretative decisions.<sup>26</sup> However, in doing so the Court of Justice

may disregard meanings represented in certain language versions, even the languages native to the parties involved in the particular dispute.<sup>27</sup>

The analysis of reconciliation methods distinguished by Stix-Hackl proves that the only method that allows factual consideration of all language versions, without eliminating any in the interpretation process, is the acceptance of a common minimum of all versions. The provisos are that the scope of a term or phrase is in question, and that a common interpretation for all official versions exists. In examined case law, the common minimum method has not been applied independently of others. The result of its application has been accepted only when the application of a liberal interpretation also enabled the achievement of the purpose of the interpreted legislation. In my opinion, the common minimum method does not contradict the intention of achieving a uniform interpretation of EU legislation in the Member States, nor the principle of equality of languages. The case law analysed confirms that the results of this method satisfy the requirements of legal certainty, particularly in cases involving infringements of obligations and penalties. However, the applicability of this method in other types of cases requires separate study.

### Final remarks

Legal certainty is recognized as one of the principles of European Union's law. Accomplishment of this principle is very difficult in multilingual community, especially with regard to requirement of publication, principles of clear, understandable legislation, and protection of legitimate expectations.

The EU declares to recognize the equal authenticity of all official languages and the right of an addressee of legal rules to obtain EU legislation in his/her mother tongue, as confirmed in case of *Lux sro v Celní ředitelství Olomouc*<sup>28</sup>. By publishing EU law in all official languages, the Community enables the citizens to understand their rights and obligations resulting from that law. Nevertheless, the expectations followed from observation of a single language version do not find protection in the course of interpretation and application of EU law. According to case law, the interpretation requires the comparison of different official versions of the disputed act.

Consequently, citizens cannot predict the result of a legal dispute by relying on the text drafted in their mother tongue. Therefore, the publication and accessibility of a particular language version do not guarantee addressees the real possibility to recognize their rights and obligations. The aim of achieving a uniform interpretation of a disputed provision prevails over the expectations of the addressees formulated on the basis of one version.

The existence of variable methods of solving problems resulting from differences between language versions of Community Legislation does not help to achieve legal certainty for citizens of particular Member States. Not only can't they rely on one version, but they also cannot foresee which criteria will be applied in the course of reconciliation of divergences between various language versions. Moreover, there is no certainty as to which language versions will be compared.

In my opinion, the "common minimum" method of interpretation allows the realization of the principle of equality of language versions, as well as the principle of legal certainty. Individuals can trust the legislation drafted in their own language by reading

their rights and obligations. However, a more detailed analysis of the applicability of the common minimum method in different types of cases requires separate study.

### Cases of the Court of Justice cited

Case C-161/06 *Skoma-Lux sro v Celní ředitelství Olomouc*, [2007] ECR I-10841.

Case 29/69, *Erich Stauder v City of Ulm*, [1969] ECR 00419.

Case C-283/81, *Srl CILFIT and Lanificio di Gavardo SpA v Ministry of Health*, [1982] ECR 03415.

Case 76/77, *Auditeur du Travail v. Bernard Dufour, S.A. Creyf's Interim and S.A. Creyf's Industrial*, [1977] ECR 02485.

Case C-265/03, *Igor Simutenkov v Ministerio de Educación y Cultura and Real Federación Española de Fútbol*, [2005] ECR I-02579.

Case C-174/05, *Stichting Zuid-Hollandse Milieufederatie, Stichting Natuur en Milieu v College voor de toelating van bestrijdingsmiddelen*, [2006] ECR I-02443.

Case C-187/07, *Criminal proceedings against Dirk Endendijk*, [2008] ECR I-02115.

Case C-340/08, *The Queen, on the application of M and Others v Her Majesty's Treasury*, [2010] ECR I-03913.

Joined Cases C-230/09 and C-231/09, *Kurt Etling, Thomas Etling (C-230/09), Hauptzollamt Oldenburg (C-231/09) v Theodor Aissen, Hermann Rohaan*, [2011] ECR I-03097.

Case C-419/10, *Wolfgang Hofmann v Freistaat Bayern*, [not yet published].

Case C-510/10, *DR, TV2 Danmark A/S v NCB – Nordisk Copyright Bureau*, [not yet published].

Case C-19/11, *Markus Geltl v Daimler AG*, [not yet published].

### Notes

<sup>1</sup>The complex study of legal certainty in the European Union was conducted by J. Raitio (2003).

<sup>2</sup>J. Raitio claims the protection of legitimate expectations and principle of non-retroactivity of law to be principles frequently connected to the Legal Certainty Raitio, 2003: 4.

<sup>3</sup>Article 55 of the Treaty on European Union (ex article 53 TEU) states: *This Treaty, drawn up in a single original in the Bulgarian, Czech, Danish, Dutch, English, Estonian, Finnish, French, German, Greek, Hungarian, Irish, Italian, Latvian, Lithuanian, Maltese, Polish, Portuguese, Romanian, Slovak, Slovenian, Spanish and Swedish languages, the texts in each of these languages being equally authentic, shall be deposited in the archives of the Government of the Italian Republic, which will transmit a certified copy to each of the governments of the other signatory States.*

<sup>4</sup>E.g. The United Nations has six official languages.

<sup>5</sup>According to the European Commission's booklet (2009): *EU documents are laws which have to be applied by governments, by companies, and by citizens. **The public must be able to read and understand them**, and their elected representatives must be able to debate in Europe without being hampered by language difficulties. When decisions are taken, they need to know exactly what they are signing up to. They require – and deserve – the level playing field of a full multilingual regime.*

<sup>6</sup>Article 267 of the Treaty on Functioning of the EU: The Court of Justice of the European Union shall have jurisdiction to give preliminary rulings concerning:

(a) the interpretation of the Treaties;

(b) the validity and interpretation of acts of the institutions, bodies, offices or agencies of the Union;

Where such a question is raised before any court or tribunal of a Member State, that court or tribunal may, if it considers that a decision on the question is necessary to enable it to give judgment, request the Court to give a ruling thereon.

Where any such question is raised in a case pending before a court or tribunal of a Member State against whose decisions there is no judicial remedy under national law, that court or tribunal shall bring the matter before the Court.

If such a question is raised in a case pending before a court or tribunal of a Member State with regard to a person in custody, the Court of Justice of the European Union shall act with the minimum of delay.

<sup>7</sup>Judgment of 11.12.2007 in case *C-161/06 Skoma-Lux sro v Celní ředitelství Olomouc*. [2007] ECR I-10841, in which the Court of Justice stated:

1. Article 58 of the Act concerning the conditions of accession to the European Union of the Czech Republic, the Republic of Estonia, the Republic of Cyprus, the Republic of Latvia, the Republic of Lithuania, the Republic of Hungary, the Republic of Malta, the Republic of Poland, the Republic of Slovenia and the Slovak Republic and the adjustments to the Treaties on which the European Union is founded, precludes the obligations contained in Community legislation which has not been published in the Official Journal of the European Union in the language of a new Member State, where that language is an official language of the European Union, from being imposed on individuals in that State, even though those persons could have learned of that legislation by other means.

2. In holding that a Community **regulation which is not published in the language of a Member State is unenforceable against individuals in that State**, the Court is interpreting Community law for the purposes of Article 234 EC (Case C-161/06, emphasis added).

<sup>8</sup><http://eur-lex.europa.eu>

<sup>9</sup>Judgment of 6.10.1982. In case C-283/81, *Srl CILFIT and Lanificio di Gavardo SpA v Ministry of Health*. [1982] ECR 03415.

<sup>10</sup>Judgment of 6.10.1982. In case C-283/81, *Srl CILFIT and Lanificio di Gavardo SpA v Ministry of Health*. [1982] ECR 03415 paragraphs 18-20, emphasis added.

<sup>11</sup>Opinion delivered on 11 January 2005 on the case C-265/03, *Igor Simutenkov v Ministerio de Educación y Cultura and Real Federación Española de Fútbol*. [2005] I-02579.

<sup>12</sup>The legal basis for the position of the Advocate-General is article 252 of the Treaty on the Functioning of the European Union that reads: 'The Court of Justice shall be assisted by eight Advocates-General. (...). It shall be the duty of the Advocate-General, acting with complete impartiality and independence, to make, in open court, reasoned submissions on cases which, in accordance with the Statute of the Court of Justice of the European Union, require his involvement'.

<sup>13</sup>The opinion was given on the interpretation of the Agreement between the European Union and a third country (Russia). The agreement was negotiated in English.

<sup>14</sup>AG Stix-Hackl opinion on the case C-265/03, paragraph 16.

<sup>15</sup>Judgment of 12.11.1969 in Case 29/69, *Erich Stauder v City of Ulm*, [1969] ECR 00419.

<sup>16</sup>Judgment of 15.12.1977 in Case 76/77, *Auditeur du Travail v. Bernard Dufour, S.A. Creyff's Interim and S.A. Creyff's Industrial*, [1977] 02485.

<sup>17</sup>E.g. the Court of Justice's judgments: of 26.04.2012 in case c-510/10, *DR and TV2 Danmark A/S v NCB - Nordisk Copyright Bureau*, [not yet published]; of 3.04.2008 in case C-187/07, *Criminal proceedings against Dirk Endendijk*. [2008] ECR I-02115; of 9.03.2006 in case C-174/05, *Stichting Zuid-Hollandse Milieufederatie and Stichting Natuur en Milieu v College voor de toelating van bestrijdingsmiddelen*. [2006] ECR I-02443; of 29.04.2010 in case C-340/08, *The Queen, on the application of M and Others v Her Majesty's Treasury*, [2010] ECR I-03913.

<sup>18</sup>Opinion delivered on 11 January 2005 on the case C-265/03, *Igor Simutenkov v Ministerio de Educación y Cultura and Real Federación Española de Fútbol*. [2005] ECR I-02579, para.16.

<sup>19</sup>Judgment of 12.11.1969 in Case 29/69, *Erich Stauder v City of Ulm*, [1969] ECR 00419.

<sup>20</sup>Judgment of 12.11.1969 in Case 29/69, *Erich Stauder v City of Ulm*, [1969] ECR 00419, Grounds of the judgement, paragraphs 3-5, emphasis added.

<sup>21</sup>Judgment of 29.04.2010 in case C-340/08, *The Queen, on the application of M and Others v Her Majesty's Treasury*, [2010] ECR I-03913

<sup>22</sup>The Court refers to joined Cases C-402/05 P and C-415/05 P *Kadi and Al Barakaat International Foundation v Council and Commission* [2008] ECR I-6351.

<sup>23</sup>Case C-340/08, *The Queen, on the application of M and Others v Her Majesty's Treasury*, [2010] ECR I-03913, paragraphs 64 and 65, emphasis added.

<sup>24</sup>Some judgments and opinions contain analyses of all languages (for example the Stix-Hackl opinion on the case C-265/03 Opinion delivered on 11 January 2005 on the case C-265/03, *Igor Simutenkov v Ministerio de Educación y Cultura and Real Federación Española de Fútbol*. [2005] ECR I-02579), or at least expressions indicating that such examination had been conducted (for example judgment of 5.05.2011 in joined cases C- 230/09 and C-231/09, *Hauptzollamt Koblenz v Kurt und Thomas Etling in GbR* (C-230/09) and *Hauptzollamt Oldenburg v Theodor Aissen and Hermann Rohaan* (C-231/09), [2011] ECR I-03097 , paragraph 64.

<sup>25</sup>See: judgment of 28.06.2012 in case C-19/11, *Markus Geltl v Daimler AG*, [not yet published] where the Court of Justice presents the differences between Italian, French and Dutch language versions on the one hand, and “the others”, referring to the Danish, Greek, English and Swedish (second possible meaning), Spanish, Portuguese (third possibility) and German (paragraph 42 of the judgement). The Court of Justice underlines in paragraph 44 that it has analysed all official language versions existing at the time of adopting the interpreted directive. The Advocate-General Mengozzi refers in his opinion on the Case to the “majority of other versions” (French, Italian, English, Spanish, Dutch, Maltese, Romanian, Estonian, Finnish, Latvian, Swedish, Polish, Slovak and Portuguese) being contradictory to the German version (paragraph 63 and reference 10 of the opinion). There is no information on the examination of other versions. In the judgment of 26.04.2012 in Case C-419/10 *Wolfgang Hofmann v Freistaat Bayern*, [not yet published], the Court of Justice uses in the paragraph 69 of the judgements the expressions: “some language versions (...) and particularly German version”, (...) “large number of other versions” (French and English indicated as examples). Advocate-General Bot does not refer to the differences between language versions at all.

<sup>26</sup>E.g. Case C-340/08 *The Queen, on the application of M and Others v Her Majesty's Treasury*, [2010] ECR I-03913; Case 29/69 *Erich Stauder v City of Ulm*, [1969] ECR 00419.

<sup>27</sup>E.g. Case 76/77, *Auditeur du travail v Bernard Dufour, SA Creyff's Interim and SA Creyff's Industrial* [1977] ECR 02485, Case 29/69 *Erich Stauder v City of Ulm*, [1969] ECR 00419.

<sup>28</sup>Judgment of 11.12.2007 in case *Skoma-Lux sro v Celní ředitelství Olomouc*. [2007] ECR I-10841.

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