OPINION OF MR ADVOCATE-GENERAL ROEMER DELIVERED ON 18 MAY 1966[1]

Mr President,
Members of the Court,

On 9 December 1965 the Court of Justice delivered a preliminary judgment on the applications by a number of French and Belgian undertakings seeking reparation from the High Authority in respect of the damage they have suffered by reason of the fact that as the result of certain promises made by the equalization authorities in Brussels they were led to buy shipyard scrap instead of imported scrap. The Court found that the High Authority was guilty of a wrongful act or omission as regards promises which were made after 1 January 1957, that the said wrongful act or omission was the cause of the damage alleged and that it was impossible to uphold the High Authority's objection that the applicants could have had no certainty at the time when they bought the scrap of the final level of scrap prices and thus could not have been influenced in their choice by the said promises. The only question which remained for the Court to resolve was the assessment of damages which could not be carried out reliably on the basis of the documents submitted to us. Accordingly the parties were requested to inform the Court, within three months from the date of the delivery of the preliminary judgment, of the damages to be agreed between them, taking account of the principles laid down in that judgment.

The parties have finally succeeded in arriving at agreed figures in their calculations and the figures are now relevant for the purposes of the final judgment.

On the other hand I can see no reason for going once again into the High Authority's objection, which it has raised anew, on the matter of the cause of the damage since all the necessary considerations on this subject already appear in the preliminary judgment of 9 December 1965.

Following the figures agreed by the parties it is now for the Court to order the High Authority to pay by way of reparation:

FF 4 008.91	to Forges de la Providence	(29/63)
FF 5 358.25	to Hauts Fourneaux de Saulnes	(36/63)
FF 3 956.42	to Société des Usines Saint-Jacques	(43/63)
FF 3 017.12	to Société Fives-Lille-Cail	(47/63)
FF 39 436.00	to 'Usinor'	(50/63)

Applying the principles laid down by the preliminary judgment the remaining applicants which were still parties to the proceedings when the said judgment was delivered are entitled to nothing either because they had not concluded any contracts for the purchase of shipyard scrap after 1 January 1957, that is to say, after the date which marked the beginning of the period in which the wrongful act or omission was found to have occurred (which is the case as regards the undertakings Maubeuge (31/63), Pompey (40/63), Beautor (41/63), Rouen (42/63), Châtillon, Commentry et Neuves-Maisons (44/63), Porter-France (45/63), UCPMI (46/63), and Hennebont (51/63)) or because, in accordance with the criterion laid down by the Court, the purchase of shipyard scrap instead of imported scrap has proved to be advantageous and profitable for undertakings (this is so as regards the applicant Firminy—Case 39/63).

Such should be the operative part of your judgment as regards the facts.

On the question of costs which still remains open following the preliminary judgment as regards all undertakings which have not discontinued their applica-

1 — Translated from the German.

tions, I will merely observe that it should be decided by comparing the sums originally pleaded with those ultimately awarded. With regard to the costs occasioned by the expert's report we should be guided by the fact that it proved to be in part superfluous in view of the principles laid down in the preliminary judgment. It would therefore seem appropriate that the Court should meet part of these costs from its own funds. I leave to your discretion the details of the decision on costs.