ORDER OF THE COURT (FIRST CHAMBER)
30 SEPTEMBER 1964[1]

Jean Maudet
v Commission of the European Economic Community

Joined Cases 20 and 21/63[2]

In Joined Cases 20 and 21/63

JEAN MAUDET, an official of the European Economic Community, represented by Louis Rousseau, Advocate at the Conseil d'État and Cour de Cassation, Paris,

applicant,

v

COMMISSION OF THE EUROPEAN ECONOMIC COMMUNITY, represented by its Legal Adviser, Louis de la Fontaine, acting as Agent,

defendant,

THE COURT (First Chamber)

composed of: A. Trabucchi (Rapporteur), President of the Chamber, L. Delvaux and W. Strauß, Judges,

Advocate-General: M. Lagrange
Registrar: A. Van Houtte

makes the following

ORDER

Issues of fact and of law

Whereas on 19 March 1964 the Court gave judgment in Joined Cases 20 and 21/63[2] and ordered the defendant to pay the costs;

Whereas on 23 July 1964 the First Chamber of the Court received a complaint by the applicant against the refusal of the defendant to settle the schedule of fees presented by E. Arendt, at whose Chambers the applicant had chosen his address for service in Luxembourg;

Whereas in its statement presented on 7 August 1964 the defendant made no objection to the recovery by Mr Arendt of the fees for acceptance of service incurred as a result of the obligation on the applicant to choose an address for service where the Court has its seat;

Whereas, however, the defendant con-

1—Language of the Case: French.
2—Maudet v Commission of the EEC, (1964) E.C.R. 113.

siders that the provision of assistance to the client involving the payment of fees does not strictly come within the duties of the lawyer providing the address for service; and whereas, therefore, such fees are not 'expenses necessarily incurred by the parties for the purpose of the proceedings' recoverable under subparagraph (b) of Article 73 of the Rules of Procedure of the Court;

Whereas the defendant requests the Court to fix at 2500 Luxembourg francs the costs recoverable as fees for acceptance of service being the sum claimed by Mr Arendt as 'office and correspondence expenses';

Whereas in his statement presented on 27 August 1964 the applicant claims that the duties of the lawyer providing the address for service are not restricted to the mere transmission of procedural documents;

Whereas such lawyer must also ensure that the proper procedure is being followed, he must receive the party concerned, give him necessary information and advice and explain recent relevant case-law;

Whereas such activities require remuneration; and whereas the applicant requests the Court to uphold the request for fees of 6000 Luxembourg francs presented by Mr Arendt.

Grounds

Whereas under subparagraph (b) of Article 73 of the Rules of Procedure of the Court, the only recoverable fees for acceptance of service are those necessarily incurred for the purpose of the proceedings;

Whereas services supplied to the applicant by the lawyer providing the address for service and which involve the payment of fees bear a resemblance to services supplied by the applicant's adviser or lawyer;

Whereas in this respect the above provision states that only the remuneration due to an adviser or lawyer shall be recoverable[1];

Whereas the only obligation on private parties under the second paragraph of Article 17 of the Protocol on the Statute of the Court of Justice of the EEC is that in actions before the Court they shall be represented by a lawyer;

Whereas, therefore, within the meaning of subparagraph (b) of Article 73 of the Rules of Procedure, only the remuneration of the lawyer representing a private party in an action before the Court may be regarded as necessary expenses of legal assistance;

Whereas, therefore, whilst a party to an action before the Court is free to employ an adviser in addition to the lawyer representing him before the

1—Translator's Note: The French text of Article 73 of the Rules of Procedure refers to 'la rémunération d'un agent, conseil ou avocat'.

Court, the additional expenses incurred as a result of so doing cannot be recoverable;

Whereas, therefore, expenses incurred in this case as a result of Mr Arendt's services are recoverable only in so far as the fees for acceptance of service in the proper sense are concerned and any fees payable in respect of additional services are not so recoverable,

On those grounds,

Upon reading the pleadings;
Upon hearing the report of the Judge-Rapporteur;
Upon hearing the opinion of the Advocate-General;
Having regard to Article 73 of the Rules of Procedure of the Court of Justice and Article 17 of the Protocol on the Statute of the Court of Justice of the European Economic Community;

THE COURT (First Chamber)

hereby orders:

The total sum recoverable in this case by way of fees for acceptance of service shall be fixed at 2500 Luxembourg francs.

Luxembourg, 30 September 1964.

A. Van Houtte
Registrar

L. Delvaux
Judge
For the President of the First Chamber