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1<sup>st</sup> october 2019 - 31<sup>st</sup> march 2022

Train to Enforce

## INTERNATIONAL TRAINING SEMINAR ON THE EOPP REGULATION

UPPSALA

8 October 2021 – 14.00 – 17.00

***The Regulation (EC) no 1896/2006  
Cases and Practical Issues- Part 1***

***Prof. Sara Tonolo***

***Univ. Trieste - Italy***



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## INTRODUCTION

- In Italy several problems with EPO (Fiorentini) - claimants often prefer the “Decreto ingiuntivo” because it is generally more known in all its aspects...and because national rules fill the gaps of the EU Regulation...
- Several projects funded by the EU Commission in Italy:
  - TRAIN2EN4CE
  - EJNita – Building Bridges – Italian School for Judges
  - EFFORTS



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## INTRODUCTION

- The study of the EU Regulations is very important as in Italy there is no national specific provision to implement it, differently from other countries (Slovenia in 2007; Germany in 2008; Austria in 2009; The Netherlands in 2009, Luxembourg 2009-2015-updated in 2021).



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## CASES

- I will focus on some problematic cases ...concerning issues of common interest (Italy and Sweden)...cases from the Casebook of TRAIN2EN4CE



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# EPO AND OTHER LEGAL INSTRUMENTS

- The Regulation and the Directive on Unfair Contract Terms....  
Interesting in Sweden since the case Commission v. Sweden  
C – 478/99 in 2002 about the transposition in Sweden of the  
Directive 93/13 on consumer protection

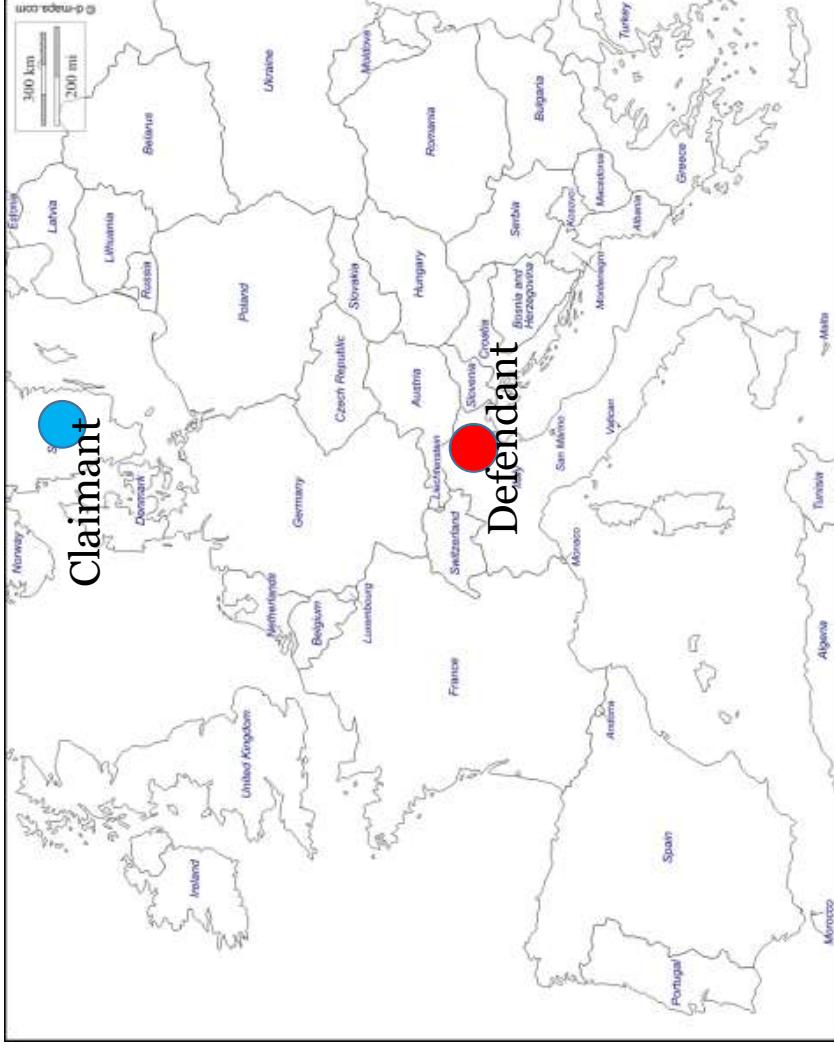


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## Case 1

Mr. Lenarda, an Italian national, domiciled in Trieste decided to spend his holidays in Uppsala in 2018. He booked a stay at the hotel owned by the company Gold Sun, which advertised itself via website and newspaper ads in various Member States including Italy. Unsatisfied with the service, he left the hotel without paying. Gold Sun lodged an application for a European Order for Payment against Mr. Lenarda. As a part of the Section 10 of the Form A, Gold Sun submitted the contract concluded with Mr. Lenarda which contained a prorogation clause conferring jurisdiction to the Swedish Courts for all claims arising out of the contract. The Government authority for debt collection of Lulea (Kronofogdemyndigheten) requested from Gold Sun to submit additional documentation relating to the contract, particularly its Terms and Conditions to which the contract referred to with the aim of exercising control over contractual terms in accordance with the provisions of the Consumer Protection Act by which the Directive 93/13 on unfair terms in consumer contracts was transposed into Swedish law.





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**Question n. 1:** Does the Government authority for debt collection of Lulea (Kronofogdemyndigheten) have jurisdiction to decide the case?

The issue of jurisdiction for the European Payment Order (EPO) proceedings is not within the scope of the Regulation (EC) No 1896/2006 of the European Parliament and of the Council of 12 December 2006 creating a European order for payment procedure (the EPO Regulation, OJ L 399, 30.12.2006, p. 1–32). Instead, the EPO refers to the Brussels I regime for determining the jurisdiction.



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**Question n. 1:** Does the Government authority for debt collection of Lulea (Kronofogdemyndigheten) have jurisdiction to decide the case?

### **The EPO Regulation, Art. 6**

1. For the purposes of applying this Regulation, jurisdiction shall be determined in accordance with the relevant rules of Community law, in particular **Regulation (EC) No 44/2001**.
2. **However, if the claim relates to a contract concluded by a person, the consumer, for a purpose which can be regarded as being outside his trade or profession, and if the defendant is the consumer, only the courts in the Member State in which the defendant is domiciled, within the meaning of Article 59 of Regulation (EC) No 44/2001, shall have jurisdiction.**





**Question n. 1:** Does the Government authority for debt collection of Lulea (Kronofogdemyndigheten) have jurisdiction to decide the case?

- Art. 6 of the EPO Regulation refers to the application of the Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the Brussels I Regulation, OJ L 12, 16.1.2001, p. 1–23). Nevertheless, the Brussels I Regulation was replaced by the Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the Brussels I bis Regulation, OJ L 351, 20.12.2012, p. 1–32).



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**Question n. 1:** Does the Government authority for debt collection of Lulea (Kronofogdemyndigheten) have jurisdiction to decide the case?

**The temporal scope** of application of the Brussels I bis Regulation depends on the day when the proceedings were commenced. In order for the Brussels I bis Regulation to be applicable, the proceedings have to be commenced on or **after 10 January 2015**. Given that the proceedings instituted by the Gold Sun were commenced in 2018, the referral to the Regulation Brussels I in Art. 6 of the EOP Regulation should be understood as a referral to the Brussels I a Regulation.



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**Question n. 1:** Does the Government authority for debt collection of Lulea (Kronofogdemyndigheten) have jurisdiction to decide the case?

**Paragraph 2 of Art. 6. of the EPO Regulation contains the only jurisdictional rule in the EPO Regulation which concerns consumer contracts.** It represents a derogation of rules prescribed in the Brussels I bis Regulation which apply when the contract at issue is concluded with the consumer. Art. 18 of the Brussels I a Regulation contains jurisdictional rules for consumer contracts. If the consumer sues the trader, she/he may choose between two forums: trader's domicile or her/his own. If the procedural positions are reversed, the trader may institute the proceedings before the court of the Member State in which the consumer is domiciled.



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**Question n. 1:** Does the Government authority for debt collection of Lulea (Kronofogdemyndigheten) have jurisdiction to decide the case?

The Brussels I bis Regulation, Art. 18

1. A consumer may bring proceedings against the other party to a contract either in the courts of the Member State in which that party is domiciled or, regardless of the domicile of the other party, in the courts for the place where the consumer is domiciled.
2. Proceedings may be brought against a consumer by the other party to the contract only in the courts of the Member State in which the consumer is domiciled.
3. This Article shall not affect the right to bring a counter-claim in the court in which, in accordance with this Section, the original claim is pending.



**Question n. 1:** Does the Government authority for debt collection of Lulea (Kronofogdemyndigheten) have jurisdiction to decide the case?

The wordings of the provisions of Art. 6(2) of the EPO Regulation and Art. 18(2) of the Brussels I bis Regulation may suggest that Art. 6(2) merely mirrors Art. 18(2) and that the situation is the same in the EPO proceedings and any other consumer case captured by the section 4 of the Brussels I bis Regulation. However, Art. 18 is not the only jurisdictional ground under the Brussels I bis Regulation which may be applied to the protected consumer contracts. Apart from Art. 18, provisions on prorogation of jurisdiction (Art. 19 and 25) and submission to jurisdiction (Art. 26) may also be used for establishing jurisdiction. Since Art. 6(2) of the EPO Regulation prescribes that “only the courts in the Member State in which the defendant is domiciled” are competent, it follows that the respective provision excludes the possibility of applying either Arts. 19 and 25 or Art. 26 of the Brussels I bis Regulation (see Practice guide for the application of the Regulation on the European Order for Payment, European Commission Justice, p. 12).



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**Question n. 1:** Does the Government authority for debt collection of Lulea (Kronofogdemyndigheten) have jurisdiction to decide the case? **No**

In the presented hypothetical case, jurisdiction would lie with the Italian court based on Art. 6(2) of the EPO Regulation, since Mr. Lenarda is domiciled in Italy.

However the contract between Mr. Lenarda and Gold Sun **contains a prorogation clause** conferring jurisdiction to Swedish courts.

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**Question n. 1:** Does the Government authority for debt collection of Lulea (Kronofogdemyndigheten) have jurisdiction to decide the case?  
**No**

The EPO Regulation excludes the possibility of any other court being competent in consumer disputes where the consumer is a defendant, including the court chosen by the parties. Therefore, the Government Authority would have to dismiss the action for not having competence to decide it, based on the above grounds.





**Question 2:** How to solve the question of the supply of documents for the purpose of *ex officio* control of contractual terms?

**Answer:** Application for an EPO is made by submitting the filled-in **Form A** from the EPO Regulation Annex. Article 7(2) of the EPO Regulation prescribes the list of information which has to be provided when submitting such application.





## Question 2: How to solve the question of the supply of documents for the purpose of *ex officio* control of contractual terms?

### ART. 7 EOPP REGULATION:

1. An application for a European order for payment shall be made using standard form A as set out in Annex I.
2. The applications shall state:
  - (a) the names and addresses of the parties, and, where applicable, their representatives, and of the court to which the application is made;
  - (b) the amount of the claim, including the principal and, where applicable, interest, contractual penalties and costs;
  - (c) if interest on the claim is demanded, the interest rate and the period of time for which that interest is demanded unless statutory interest is automatically added to the principal under the law of the Member State of origin;
  - (d) **the cause of the action, including a description of the circumstances invoked as the basis of the claim and, where applicable, of the interest demanded;**
  - (e) **a description of evidence supporting the claim;**
  - (f) the grounds for jurisdiction;and
  - (g) the cross-border nature of the case within the meaning of Article 3.
3. In the application, the claimant shall declare that the information provided is true to the best of his knowledge and belief and shall acknowledge that any deliberate false statement could lead to appropriate penalties under the law of the Member State of origin.



**Question 2:** How to solve the question of the supply of documents for the purpose of *ex officio* control of contractual terms?

In one of its most recent cases on the EPO Regulation, *Bondora*, in 2019, the CJEU explained whether points (d) and (e) read in conjunction with the Directive 93/13 on unfair terms in consumer contracts (OJ L 95, 21.4.1993, p. 29–34) allow the national court to request from the creditor additional information relating to the terms of the agreement relied on in support of the claim at issue, in order to *ex officio* test the (un)fairness of the terms.



**Question 2:** How to solve the question of the supply of documents for the purpose of *ex officio* control of contractual terms?

**Judgment of 19 December 2019, *Bondora*, C-453/18 and C-494/18, EU:C:2019:1118**

*Bondora*, a company with a registered office in Estonia concluded a loan agreement with consumers, Mr Carlos V.C. and XY, both domiciled in Spain. *Bondora* lodged an application for a European order for payment with the Court of First Instance No 11, Vigo, Spain and Court of First Instance No 20, Barcelona, Spain, respectively. The referring court asked *Bondora* to provide the documents supporting the claim, in order to be able to ascertain whether the contractual terms contained in that agreement were unfair. *Bondora* refused arguing that it is not necessary to provide the documents supporting the claim and that neither Art. 8 nor Art. 12 of the EPO Regulation make reference to any submission of documents for the issue of an EPO.



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**Question 2:** How to solve the question of the supply of documents for the purpose of *ex officio* control of contractual terms?

**Judgment of 19 December 2019, Bondora, C-453/18 and C-494/18, EU:C:2019:1118**

In its reasoning, the CJEU indicated that the information listed in the standard form A is necessary for the national court to be able to assess whether the application is well founded. As for the Directive 93/13, the CJEU reminded that it is based on the notion that a consumer is in a weak position compared to the other contracting party. For that reason, Art. 6(1) of the Directive 93/13, requires the Member States to make sure that unfair terms used in a contract concluded with a consumer are not binding on the consumer, whereas under Art. 7(1) of the Directive 93/13, the Member States have to provide for adequate and effective means to prevent the continued use of unfair terms in consumer contracts.



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**Question 2:** How to solve the question of the supply of documents for the purpose of *ex officio* control of contractual terms?

## **Judgment of 19 December 2019, *Bondora*, C-453/18 and C-494/18, EU:C:2019:1118**

In its previous case-law, the CJEU established that the national court is required to assess of its own motion whether a contractual term falling within the scope of Directive 93/13 is unfair (C-240/98, *Océano Grupo Editorial and Salvat Editores*, EU:C:2000:346, affirmed in the subsequent line of cases).



**Question 2:** How to solve the question of the supply of documents for the purpose of *ex officio* control of contractual terms?

Judgment of 19 December 2019, *Bondora*, C-453/18 and C-494/18, EU:C:2019:1118.

Art. 7(2)(d) and (e) of the EPO Regulation and Arts. 6(1) and 7(1) of the Council Directive on Unfair Terms, as interpreted by the Court and read in the light of Art. 38 of the **Charter of Fundamental Rights of the European Union**, must be interpreted as allowing a ‘court’, within the meaning of the EPO Regulation, seised in the context of a EPO procedure, to request from the creditor additional information relating to the terms of the agreement relied on in support of the claim at issue, in order to carry out an *ex officio* review of the possible unfairness of those terms and, consequently, that they preclude national legislation which declares the additional documents provided for that purpose to be inadmissible.





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**Question 2:** How to solve the question of the supply of documents for the purpose of *ex officio* control of contractual terms?

**Final Answer:** any national court seized with the application under the EPO Regulation, is allowed to require from the company Gold Sun to submit the Terms and Conditions so that it may exercise the *ex officio* control over the contractual terms in consumer contract. No national rules may prevent the court from doing so.



**Question 2:** How to solve the question of the supply of documents for the purpose of *ex officio* control of contractual terms?

**Question:** is this conclusion suitable also in the case of Sweden , where the authority issuing the order is an administrative one? (not the same competent for the review of the EPO- national courts seized according to the national rules of procedure - but competent for the enforcement of the EPO)....

In this context, it may be also appropriate to note Art. 5(3) Regulation 1896/2006. Pursuant to this provision, a court means “any authority in a Member State with competence regarding European orders for payment or any other related matters”. The concept “court” also includes other authorities involved in enforcement within the framework of the EPO Regulation. In certain Member States, such as Sweden, this means that an application may have to be submitted to an enforcement authority instead of a court.





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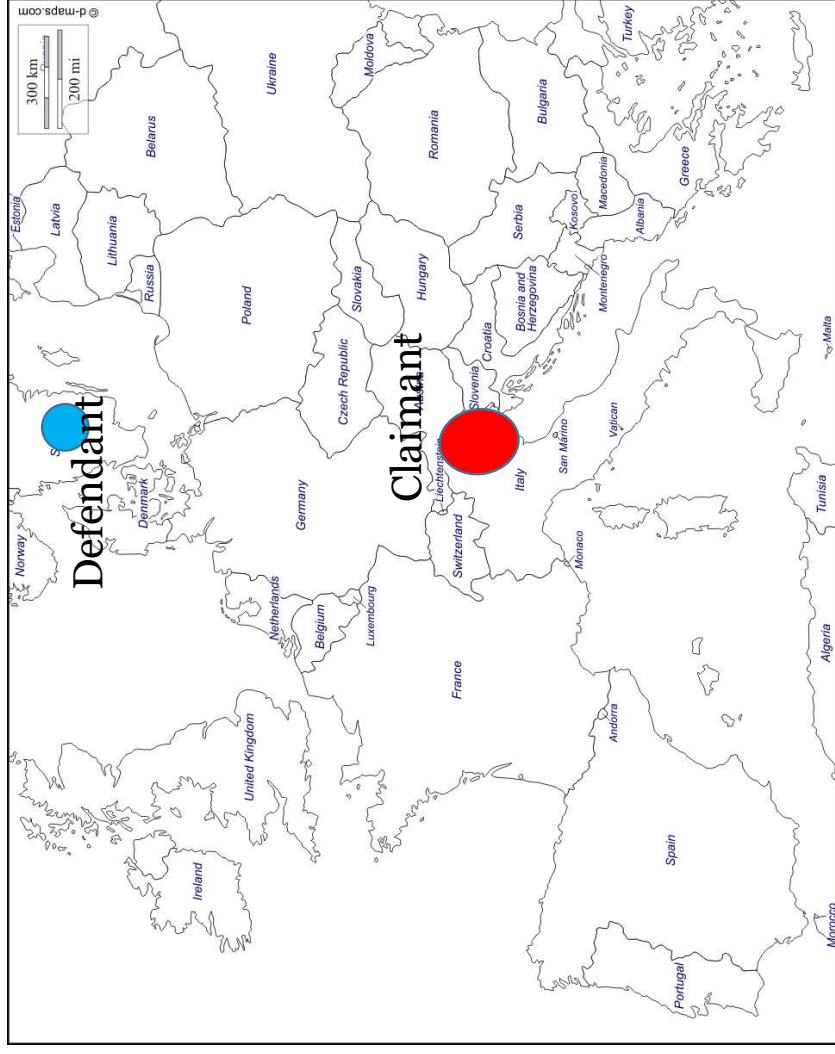


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## Case 2

**Mr. Grönlund**, a Swedish national, domiciled in **Sigtuna** (in the vicinity of Stockholm) – with assets in **Denmark** – is a legal consultant with his own firm (Grönlund Juridik AB, hereinafter Grönlund). Usually Mr. Grönlund works in his office in the city centre of Sigtuna. Socially distancing himself during the Corona pandemic he works from his summer-home in Stockholm since March 2020. Shortly before relocating he orders by mail some exclusive office furniture for his firm from the Italian manufacturer **Bergamin spa, in Latisana (Udine)**. The grand total is € 24000 to be paid after delivery. The furniture is duly delivered. However, Mr. Grönlund forgets all about the Italian invoice. After two months, the Italian company submits an application for a European order for payment with the Tribunale di Udine. The court issues a European order for payment.





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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

**Italian Law** → a recent reform, very important for the EPO.

About Jurisdiction (Italian communication to the Commission under art. 29 of the Regulation) → all Courts on the National Territory according to the ordinary rules on jurisdiction according to territory and monetary value of the claim:

- **Justice of Peace:** in cases related to goods if the amount of the claim is under 5000- 30.000 euro starting **from 31 October 2021**; in cases concerning liability from car or boat accidents, if the amount of the claim is under 2000 euro.
- **Tribunal:** trademarks and patents, agricultural contracts, navigation issues, procurements of good and services.
- **Court of Appeal:** competition law, abuse of dominant position.



**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

**Art. 12** states that “if the requirements referred to in Article 8 are met, the court shall **issue, as soon as possible and normally within 30 days of the lodging of the application, a European order for payment using standard form E**” .

This 30-days deadline is not mandatory and does not include the time used by the applicant to complete or modify the application.

EPO is adopted in Form E issued together with a copy of form A.  
In the EPO the defendant shall be advised of his options to: **(a) pay** the amount indicated in the order to the claimant; or **(b) oppose** the order by lodging with the court of origin a **statement of opposition**, to be sent **within 30 days of service of the order on him**.  
**Only after the elapse of this deadline without an opposition having been raised will be documented that the claim is uncontested and the EPO will become enforceable.**



**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

In **Italy** it is strongly debated **who is charged with the task of serving the EPO**, the court or the creditor/applicant?

The solution governing national proceedings (art. 644 cpc) is applied to the EPO by courts and majority doctrine: it is a task of the creditor. This solution has been also adopted by a governmental document clarifying the application of the EPO procedure in Italy: **Nota 1 Sept. 2010 by the Department of Justice - General Affairs**: service is task of the parties; the court shall communicate to the applicant the issuance or refusal of the EPO with express information that if the EPO has been issued, service is his/her task.



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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

**In this case, Bergamin s.p.a.**, probably informed by its Lawyer – as data show that in most cases of EPO proceedings in Italy, the applicant is represented by a lawyer – served the EPO to Mr. Grönlund.

Mr. Grönlund didn't lodge a statement of opposition using form F and didn't pay the amount required by Bergamin spa.



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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

**Answer:** The issue of enforceability is regulated in Regulation (EC) No 1896/2006 of the European Parliament and of the Council of 12 December 2006 creating a European order for payment procedure (the EPO Regulation, OJ L 399, 30.12.2006, p. 1–32).





**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why? Unless Mr. Grönlund **pays the debt**, or **lodges a statement of opposition** pursuant to Art. 16(1) (using standard form F as set out in Annex VI to the Regulation) or **in other written form (interpreting Recital 23 of the EU Regulation Italian Judges stated the freedom of form for opposition to EPO in Italy (art. 121 cp.c. Trib. Mantova 25-2-2014- see also Cass. 31.1.2019 n. 2840-2841) within the time limit laid down in Art. 16(2) of the EPO Regulation, taking into account an appropriate period of time to allow a statement to arrive, the Italian court of origin shall, without delay, declare the European order for payment enforceable** according to Art. 18(1) of the EPO Regulation. The formal requirements for enforceability are governed by **Italian law**, as the law of the Member State of origin. The Italian court declares the European order for payment enforceable by using Form G (as set out in Annex VII to the Regulation).





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## **Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

The Court (with contact details), Case number, Date and place of the declaration, Signature and/or stamp  
The Parties (Claimant and Defendant), their representative (e.g. parent, guardian, managing director) and their legally authorised representative (e.g. lawyer) of each (with contact details).

The court hereby declares that the attached European order for payment, issued on [date] against [the name of the defendant] and served on [date] is enforceable in accordance with Article 18 of [the EOP Regulation].

### **Important information**

This European order for payment is automatically enforceable in all Member States of the European Union except Denmark, without the need for an additional declaration of enforceability in the Member State where enforcement is sought and without any possibility of opposing its recognition. The enforcement procedures are governed by the law of the Member State of enforcement, except where the Regulation provides otherwise.



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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

<p style="text-align: center;"><b>Dichiarazione di esecutività</b></p> <p style="text-align: center;"><b>Modulo G</b></p> <p style="text-align: center;">Articolo 18, paragrafo 1, del regolamento (CE) n. 1896/2006 del Parlamento europeo e del Consiglio che istituisce un procedimento europeo d'ingiunzione di pagamento</p>	
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<b>1. Organo giurisdizionale</b>		
Denominazione		
Indirizzo		
CAP	Città	Paese

Numero della causa	
Fatto a	Data (giorno/mese/anno)
Firma e/	

<b>2. Parti e loro rappresentanti</b>	
Codici:	01 Ricorrente      03 Rappresentante del ricorrente * 02 Convenuto      04 Rappresentante del convenuto * 05 Rappresentante legale del ricorrente ** 06 Rappresentante legale del convenuto **
Codice	Ragione sociale
Codice di identificazione (ove applicabile)	



**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

L'organo giurisdizionale dichiara che l'allegata ingiunzione di pagamento europea,

emanata il \_\_\_\_ / \_\_\_\_ / \_\_\_\_ a carico di \_\_\_\_\_

e notificata il \_\_\_\_ / \_\_\_\_ / \_\_\_\_

è esecutiva ai sensi dell'articolo 18 del regolamento (CE) n. 1896/2006.

**Informazione importante**

La presente ingiunzione di pagamento europea è immediatamente esecutiva in tutti gli Stati membri dell'Unione europea, fatta eccezione per la Danimarca, senza che sia necessaria un'ulteriore dichiarazione che ne constati la forza esecutiva nello Stato membro in cui è chiesta l'esecuzione e senza che sia possibile contestarne il riconoscimento. Le procedure di esecuzione sono disciplinate dalla legge dello Stato membro di esecuzione salvo diverse disposizioni del regolamento.



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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

The Italian company does not have to apply for a declaration of enforceability to get it. Under Art. 18(3) of the EPO Regulation, the court shall send the enforceable European order for payment to the claimant, the Italian company. The Regulation does not contain any provisions that the enforceable European order for payment is also sent to the defendant Grönlund.



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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

A decision to declare a European order for payment enforceable cannot be appealed or re-opened.

As made clear in Art. 16(2) of the EPO Regulation, the opposition shall be sent within 30 days of service of the order on the defendant Grönlund. Art. 18(1) of the EPO Regulation explicitly states that the court shall verify the date of service and take into account an appropriate period of time to allow a statement to arrive, before the court can conclude that no statement of opposition was entered within the time limit.





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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

The EPO Regulation, Art. 18

### **Enforceability**

1. If within the time limit laid down in Article 16(2), taking into account an appropriate period of time to allow a statement to arrive, no statement of opposition has been lodged with the court of origin, the court of origin shall without delay declare the European order for payment enforceable using standard form G as set out in Annex VII. The court shall verify the date of service.
2. Without prejudice to paragraph 1, the formal requirements for enforceability shall be governed by the law of the Member State of origin.
3. The court shall send the enforceable European order for payment to the claimant.



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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

*The perspective of the enforcing Member State(s).* After the Italian Court has declared the European order for payment enforceable it shall be recognised and enforced in Sweden, or in any other Member State for that matter, without a need for a declaration of enforceability and without any possibility of opposing its recognition according to Art. 19 of the EOP Regulation. Hence, the Regulation stated the abolition of exequatur for European payment orders declared enforceable in the Member State of origin under Art. 18 of the EPO Regulation. The simplified way of enforcement is a token of European mutual trust.



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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

### The EOP Regulation, Art. 19 *Abolition of exequatur*

A European order for payment which has become enforceable in the Member State of origin shall be recognised and enforced in the other Member States without the need for a declaration of enforceability and without any possibility of opposing its recognition.





**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

*The perspective of the applicant.* In order to enforce the European order for payment in Sweden, the Italian company must apply to Swedish enforcement authorities, cf. Art. 21(1). (In Sweden, there is only one enforcement authority, *Kronofogdemyndigheten*.) Art. 21(2) of the EPO Regulation specifies that the applicant must produce a copy of the European order for payment, declared enforceable by the Italian court of origin, which satisfies the conditions necessary to establish its authenticity. Where necessary, the European order for payment shall be translated into a language/s accepted in Sweden. The Swedish enforcement authority will accept translations into Swedish or English. No security, bond or deposit can be required in Sweden of the Italian claimant just because it is foreign, see Art. 21(3). At this point, the EU principle of non-discrimination is perceptible.



**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

*The perspective of the competent enforcement authority.* The actual enforcement of the European order for payment is regulated by the law of the enforcing Member State, i.e. by Swedish law, according to Art. 21(1) first paragraph. However, national Swedish rules may not be contrary to the enforcement procedure in the Regulation (cf. Arts. 22 and 23 of the EPO Regulation). Art. 21(1) second paragraph of the EPO Regulation underlines the fact that a European order for payment, which has become enforceable, shall be enforced under the same conditions as an enforceable decision issued in the Member State of enforcement, i.e. the European order for payment shall be enforced in the same way as a domestic Swedish decision. This signifies the principle of equivalence: the same remedies and procedural rules should be available to claims based on EU law as are extended to analogous claims of a purely domestic nature.



## **Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why?

### **ART. 21 Enforcement**

1. Without prejudice to the provisions of this Regulation, enforcement procedures shall be governed by the law of the Member State of enforcement. A European order for payment which has become enforceable shall be enforced under the same conditions as an enforceable decision issued in the Member State of enforcement.
2. For enforcement in another Member State, the claimant shall provide the competent enforcement authorities of that Member State with:
  - (a) a copy of the European order for payment, as declared enforceable by the court of origin, which satisfies the conditions necessary to establish its authenticity;
  - and
  - (b) where necessary, a translation of the European order for payment into the official language of the Member State of enforcement or, if there are several official languages in that Member State, the official language or one of the official languages of court proceedings of the place where enforcement is sought, in conformity with the law of that Member State, or into another language that the Member State of enforcement has indicated it can accept. Each Member State may indicate the official language or languages of the institutions of the European Union other than its own which it can accept for the European order for payment. The translation shall be certified by a person qualified to do so in one of the Member States.
3. No security, bond or deposit, however described, shall be required of a claimant who in one Member State applies for enforcement of a European order for payment issued in another Member State on the ground that he is a foreign national or that he is not domiciled or resident in the Member State of enforcement.



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**Question n. 1:** Can the European order for payment be enforced in Sweden against Grönlund Juridik AB (Grönlund)? If so, how? If not, why? **YES**

The answer to, and the point of departure in, the first question is thus that the European order for payment can be enforced in Sweden.

RELEVANT ARTICLES: Arts. 2, 3, 4, 18, 19, 21 and 33 of the EPO Regulation.

RELEVANT RECITALS: (27), (31) and (32).

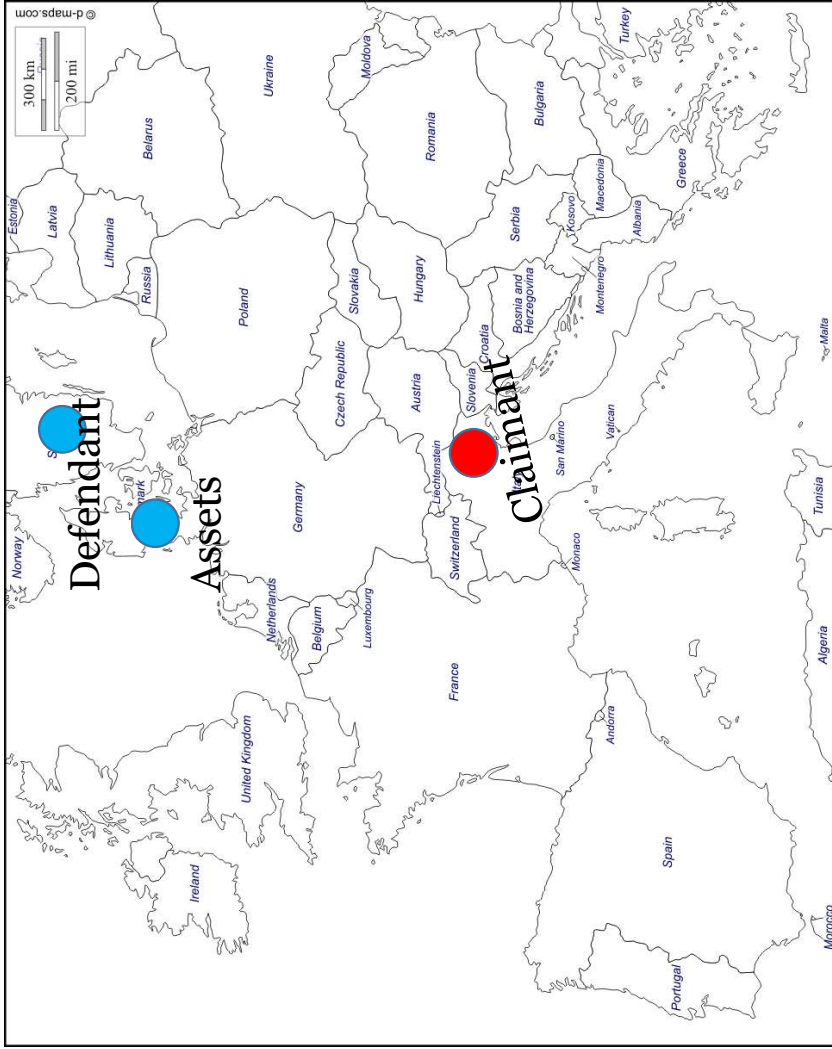
READINGS: Practice guide for the application of the Regulation on the European Enforcement Order, The European e-Justice Portal, [https://e-justice.europa.eu/content\\_ejn\\_s\\_publications-287-en.do](https://e-justice.europa.eu/content_ejn_s_publications-287-en.do) ([hereinafter Practice Guide](#)).



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## Case 2



Mr. Grönlund has assets in Denmark

.....



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**Question n. 2:** Can the European order for payment be enforced in Denmark against Grönlund under the EOPP Regulation?

**Answer:** The Regulation applies to all Member States of the European Union, **save Denmark**. According to Art. 2(3) of the EPO Regulation, the term “Member State” shall mean Member States with the exception of Denmark. The reason is explained in recital 32 to the Preamble of the EPO Regulation.





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**Question n. 2:** Can the European order for payment be enforced in Denmark against Grönlund under the EOPP Regulation?

## **EPO Regulation, recital 32 to the Preamble**

In accordance with Articles 1 and 2 of the Protocol on the position of Denmark annexed to the Treaty on European Union and the Treaty establishing the European Community, Denmark does not take part in the adoption of this Regulation, and is not bound by it or subject to its application.



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**Question n. 2:** Can the European order for payment be enforced in Denmark against Grönlund under the EOPP Regulation?

This means that a European order for payment **cannot be enforced against Grönlund in Denmark** under the EPO Regulation. Denmark is regarded as a third country in the eyes of the EPO Regulation.

In general, when it comes to enforcement of judgments in Denmark, other ways must be employed, either by using Danish national law or most notably by using the Brussels I Regulation.





**Question n. 2:** Can the European order for payment be enforced in Denmark against Grönlund under the EOPP Regulation?

However, as Denmark does not participate in the instruments adopted under European civil cooperation, the Brussels regime is not directly applicable in Denmark. This situation is unfortunate. Therefore, the Union (EC) and Denmark concluded an international agreement in 2005 concerning the 2001 Brussels Regulation (the Denmark agreement). The legal consequence of the agreement is that Denmark is bound by the 2001 Brussels I Regulation, and is subject to its application. Under the Denmark agreement, Denmark also has the possibility to declare that it will apply the changes following the 2012 Brussels I Regulation. Denmark has made such a declaration (OJ L 79, 21.3.2013, p. 4). Therefore, albeit under public international law, and not European Union law, Denmark is bound by and subject to the application of the 2012 Brussels I Regulation (Brussels I bis).



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**Question n. 2:** Can the European order for payment be enforced in Denmark against Grönlund under the EPO Regulation?

**Final Answer:** YES but according Brussels I a Regulation.

**RELEVANT ARTICLES:** Art. 2 of the EOP Regulation.  
**RELEVANT RECITALS:** (32).  
**READINGS:** Practice Guide, p. 10.



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**Question n. 3:** If at the time when the European order for payment is served on Grönlund the invoice is already paid, Shall the European order for payment still be enforced in Sweden against Grönlund?

**Answer:** A European order for payment which has been declared enforceable can be refused enforcement in the Member State of enforcement under limited circumstances. The grounds for refusal are laid down in Art. 22 of the EPO Regulation. These grounds are mainly the same as the grounds of refusal in Art. 21 of the Regulation (EC) No 805/2004 of the European Parliament and of the Council of 21 April 2004 creating a European Enforcement Order for uncontested claims (OJ L 143, 30.4.2004, p. 15) and Art. 22 of the Regulation (EC) No 861/2007 of the European Parliament and of the Council of 11 July 2007 establishing a European Small Claims Procedure (OJ L 199, 31.7.2007, p. 1).



**Question n. 3:** If at the time when the European order for payment is served on Grönlund the invoice is already paid, Shall the European order for payment still be enforced in Sweden against Grönlund?

According to Art. 22(2) of the EPO Regulation enforcement shall, upon application by the defendant, be refused by the competent court in the Member State of enforcement if and to the extent the defendant has paid the claimant the amount awarded in the European order for payment. As the invoice is paid, the European order for payment shall be refused enforcement in Sweden under Art. 22(2).

The Regulation does not contain any provisions on how the defendant shall proceed in order to oppose enforcement. This question is left for national law, in this case Swedish law, cf. Art. 21(1).



**Question n. 3:** If at the time when the European order for payment is served on Grönlund the invoice is already paid, Shall the European order for payment still be enforced in Sweden against Grönlund?

In this context, it may be also appropriate to note Art. 5(3). Pursuant to this provision, a court means “any authority in a Member State with competence regarding European orders for payment or any other related matters”. The concept “court” also includes other authorities involved in enforcement within the framework of the EPO Regulation. In certain Member States, such as Sweden, this means that an application may have to be submitted to an enforcement authority instead of a court.



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**Question n. 3:** If at the time when the European order for payment is served on Grönlund the invoice is already paid, Shall the European order for payment still be enforced in Sweden against Grönlund?

**FINAL ANSWER: NO**

**RELEVANT ARTICLES:** Arts. 5(3), 21(1) and 22(2) of the EOP Regulation.

**READINGS:** Practice Guide, pp. 17, 27 and 28.



**Question n. 3:** If at the time when the European order for payment is served on Grönlund the invoice is already paid, Shall the European order for payment still be enforced in Sweden against Grönlund?

- **PROBLEM CONCERNING: PAYMENT OF THE DEBT:** The EU Regulation mentions only one ground for the extinguishment of the debt (payment) and it's unclear if this excludes the possibility for the defendant to rely on other possible means: set-off, assignment, datio in solutum.....**If Mr Gronlund pleads a set -off or a counter claim?**

Set – off and different meanings and definitions:

**ITALY: domanda riconvenzionale** and eccezione di compensazione

**FRANCE: demande reconventionnelle** and moyens de défense au fond

**UK: counter claim** and set- off as a defence

**GERMANY: Widerklage** and Prozessaufrechnung

**DENMARK: Modfordringer**

**SWEDEN: ??????**

Recital 17 of the ESPP Regulation.....





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**Question n. 4:** Grönlund has instituted proceedings against the Italian company in Denmark to safeguard the assets located there. A Danish court has delivered a declaratory judgment before the Italian company submits the application for a European order for payment. According to the Danish judgment, Grönlund is not liable to pay the invoice to the Italian company. In this situation, can the European order for payment still be enforced in Sweden?

**Answer:** This is a difficult question, potentially involving two irreconcilable decisions. Art. 22(1) of the EPO Regulation addresses the issue.



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**Question n. 4:** A Danish court has delivered a declaratory judgment before the Italian company submits the application for a European order for payment. In this situation, can the European order for payment still be enforced in Sweden?

The EPO Regulation, Art. 22

**Refusal of enforcement**

1. Enforcement shall, upon application by the defendant, be refused by the competent court in the Member State of enforcement if the European order for payment is irreconcilable with an earlier decision or order previously given in any Member State or in a third country, provided that:
  - (a) the earlier decision or order involved the same cause of action between the same parties;  
and
  - (b) the earlier decision or order fulfils the conditions necessary for its recognition in the Member State of enforcement;  
and
  - (c) the irreconcilability could not have been raised as an objection in the court proceedings in the Member State of origin.
2. Enforcement shall, upon application, also be refused if and to the extent that the defendant has paid the claimant the amount awarded in the European order for payment.
3. Under no circumstances may the European order for payment be reviewed as to its substance in the Member State of enforcement.



**Question n. 4:** A Danish court has delivered a declaratory judgment before the Italian company submits the application for a European order for payment. In this situation, can the European order for payment still be enforced in Sweden?

The European order for payment can be refused enforcement in Sweden if it is irreconcilable with an earlier decision or order previously **given in another Member State or in a third country** (which **Denmark** is as regards the EPO Regulation) involving the same cause of action between the same parties. The expression “decision or order” must be understood to include all forms of judgments, judicial decisions, etc., as long as they fulfil the conditions necessary for recognition in the Member State of enforcement =Sweden.

The ground of refusal presupposes three conditions for its application: the Danish judgment must concern the “same cause of action” between the same parties, the Danish judgment must fulfil the conditions necessary for its recognition in Sweden (the Member State of enforcement) and, the irreconcilability could not have been raised as an objection in the court proceedings in Italy (the Member State of origin).



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**Question n. 4:** A Danish court has delivered a declaratory judgment before the Italian company submits the application for a European order for payment. In this situation, can the European order for payment still be enforced in Sweden?

*The same cause of action between the same parties*

The same cause of action refers to the same object (fr. *même objet*), the same factual circumstances and rules pleaded. In the current situation, the European order for payment and the Danish judgment includes the same cause of action and it involves the same parties. The fact that Grönlund is the defendant in one case, and the claimant in the other case is not decisive.

Case law of the European Court of Justice concerning irreconcilable judgements confirms this solution, see for example **CGUE, 144/1986, Gubisch**; Case C-157/12, Salzgitter Mannesmann Handel v Laminorul SA, ECLI:EU:C:2013:597; case 145/86, Horst Ludwig Martin Hoffmann v Adelheid Krieg, European Court reports 1988, p. 645; and case C-80/00, Italian Leather SpA and WECO Polstermöbel GmbH & Co., ECLI:EU:C:2002:342.



**Question n. 4:** A Danish court has delivered a declaratory judgment before the Italian company submits the application for a European order for payment. In this situation, can the European order for payment still be enforced in Sweden?

***The earlier judgment fulfils the necessary requirements for recognition in Sweden***

The second condition that needs to be established in this case is whether the earlier Danish judgment can be recognized in Sweden. Grönlund can oppose enforcement of the European order for payment only if there is another earlier judgment concerning the same cause and the same parties, which is enforceable in Sweden. In this case, the Danish judgment is most likely to be recognized in Sweden under the 2005 Danish agreement and the Brussels regime.



**Question n. 4:** A Danish court has delivered a declaratory judgment before the Italian company submits the application for a European order for payment. In this situation, can the European order for payment still be enforced in Sweden?

*The irreconcilability could not have been raised in the Italian court proceedings*

The final condition that needs to be met is that the irreconcilability could not have been raised during the latter Italian proceedings. In order to fulfil this condition, the defendant Grönlund must have been prevented to plead the existence of the earlier Danish judgment during the latter Italian proceedings. This is an objective assessment, and could be argued to be the case as the Danish judgment was delivered prior in time to the submission of the application for a European order for payment with the Italian court.





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**Question n. 4:** A Danish court has delivered a declaratory judgment before the Italian company submits the application for a European order for payment. In this situation, can the European order for payment still be enforced in Sweden?

If all the conditions in Art. 22(1) of the EOP Regulation are fulfilled, Grönlund can object successfully to the enforcement of the European order for payment in Sweden.

In summary, the scope of application of Art. 22(1) of the EOP Regulation is very narrow, and is likely play a marginal role in legal practice.

**RELEVANT ARTICLES:** Art. 22(1) of the EOP Regulation.

**READINGS:** Practice Guide, pp. 28–29.





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**Question n. 5:** Bergamin sp.a. has instituted proceedings against Grönlund in Sweden, Grönlund has assets in Italy and Bergamin spa aims at executing in Italy the EPO stated in Sweden

## **ENFORCEMENT**

## **IN**

## **ITALY**

In Italy we have to mention on this concern the new competence of the Justice of Peace – stated by the Italian D. lgs. 116/2017 – starting from 31 October 2021 for the enforcement of Judgments on movables. Now the competence of the Tribunal (locally individuated through the place of assets) is in force.



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**Question n. 5:** Bergamin sp.a. has instituted proceedings against Grönlund in Sweden, Grönlund has assets in Italy and Bergamin spa aims at executing in Italy the EPO stated in Sweden

In this case the debtor may pay the amount required and in the case he paid and receives the service of the «prechetto» by the creditor, he may institute a proceeding of «opposizione al prechetto» ex art. 615 c.p. asking to stop the enforceability of the EPO before the starting of the proceedings of enforcement. Otherwise if the enforcement started the debtor who already paid may institute the «opposizione all'esecuzione» ex art. 615, § 2 c.p.c.

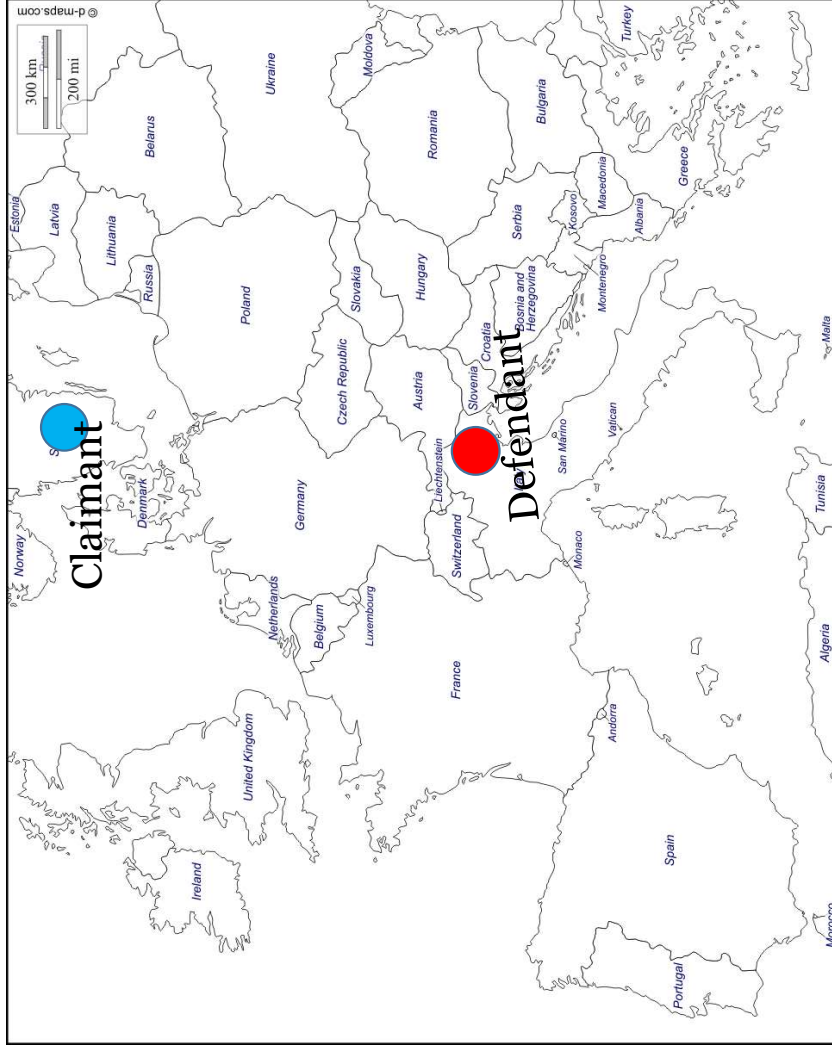


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### Case 3

Mrs. Edén, a Swedish national, is the owner of an outstanding garden in the east of Skåne, the southernmost province of Sweden. People are coming from far and near to visit *The Garden of Edén*. For a long time, the Horticultural Society of Northern Italy (hereinafter HSNI) has planned a tour to Skåne, including a full day in the famous garden. However, when they arrive on April 12, 2020, the gates are closed. In spite of paying € 11000 in advance for entrance fees, three different guided tours, lunches, floral masterclass workshops, and nice dinners, no one has told them the garden has closed due to the Corona pandemic. This message is only brought to them by a small notice card by the gates. Mrs. Edén doesn't answer phone calls or e-mails from HSNI. Four weeks after returning to Italy, HSNI applies to a court in Trieste for a European order for payment to retrieve the fees. The court issues a European order for payment against Mrs. Edén. She doesn't make any objections to it. After two months, the Italian court declares the European order for payment enforceable.





**Question n. 1:** When the European order for payment is served on Mrs. Edén, she claims that she was prevented from objecting to the claim due to the Corona situation. What can Mrs. Edén do?

**Answer:** The decision by the court in Italy to declare the European order for payment enforceable cannot be appealed or re-opened. However, a right of review is provided for in Art. 20 of the EPO Regulation in exceptional cases.



**Question n. 1:** When the European order for payment is served on Mrs. Edén, she claims that she was prevented from objecting to the claim due to the Corona situation. What can Mrs. Edén do?

**The EPO Regulation, Art. 20 – Review in exceptional cases**

1. After the expiry of the time limit laid down in Article 16(2) the defendant shall be entitled to apply for a review of the European order for payment before the competent court in the Member State of origin where:
  - (a) (i) the order for payment was served by one of the methods provided for in Article 14,  
and  
(ii) service was not effected in sufficient time to enable him to arrange for his defence, without any fault on his part,  
or  
(b) the defendant was prevented from objecting to the claim by reason of force majeure or due to extraordinary circumstances without any fault on his part, provided in either case that he acts promptly.
2. After expiry of the time limit laid down in Article 16(2) the defendant shall also be entitled to apply for a review of the European order for payment before the competent court in the Member State of origin where the order for payment was clearly wrongly issued, having regard to the requirements laid down in this Regulation, or due to other exceptional circumstances.
3. If the court rejects the defendant's application on the basis that none of the grounds for review referred to in paragraphs 1 and 2 apply, the European order for payment shall remain in force. If the court decides that the review is justified for one of the reasons laid down in paragraphs 1 and 2, the European order for payment shall be null and void.



**Question n. 1:** When the European order for payment is served on Mrs. Edén, she claims that she was prevented from objecting to the claim due to the Corona situation. What can Mrs. Edén do?

According to this Article, Mrs. Edén as the defendant has the right to apply for a review in the Italian court of origin, even after the time limit in Art. 16(2) of the EPO Regulation has expired. However, already the heading of the article indicates that this possibility is only available under exceptional circumstances. The intention of the provision is not to provide the defendant with a “second chance” to contest the claim, see recital (25) to the Preamble of the EPO Regulation.





**Question n. 1:** When the European order for payment is served on Mrs. Edén, she claims that she was prevented from objecting to the claim due to the Corona situation. What can Mrs. Edén do?

### **The EPO Regulation, recital 25 to the Preamble**

After the expiry of the time limit for submitting the statement of opposition, in certain exceptional cases the defendant should be entitled to apply for a review of the European order for payment. Review in exceptional cases should not mean that the defendant is given a second opportunity to oppose the claim. During the review procedure the merits of the claim should not be evaluated beyond the grounds resulting from the exceptional circumstances invoked by the defendant. The other exceptional circumstances could include a situation where the European order for payment was based on false information provided in the application form.





**Question n. 1:** When the European order for payment is served on Mrs. Edén, she claims that she was prevented from objecting to the claim due to the Corona situation. What can Mrs. Edén do?

The restrictive application of Art. 20 of the EPO Regulation is due to the fact that it is a derogation from the principles of mutual recognition of judgments and the free circulation of judgments in the European Union. Hence, case law of the European Court of Justice confirms that Art. 20 of the EPO Regulation is to be applied restrictively.



**Question n. 1:** When the European order for payment is served on Mrs. Edén, she claims that she was prevented from objecting to the claim due to the Corona situation. What can Mrs. Edén do?

Mrs. Edén could invoke Art. 20(1)(b) of the EPO Regulation, and plead that she was prevented from objecting to the claim by reason of the Corona pandemic, and argue that it constitutes “force majeure or extraordinary circumstances” without any fault on her part.

According to the **Practice Guide of the Commission, p. 24**, examples of such circumstances are “if the defendant was in hospital, on holiday, away on business, etc.” Depending on the specific impact, the Corona pandemic and State measures in response could qualify as an extraordinary circumstance. At least Mrs. Edén can try to put forward such an argument.



**Question n. 1:** When the European order for payment is served on Mrs. Edén, she claims that she was prevented from objecting to the claim due to the Corona situation. What can Mrs. Edén do?

For comparison → Court of Justice of the European Union, case C-324/12, *Novotech-Zala*, order of 21 March 2013.

The Court of Justice ruled that a failure to observe the time limit for lodging a statement of opposition to a European order for payment, by reason of the negligence of the defendant's representative, does not justify a review of that order for payment pursuant to Art. 20 of the EPO Regulation, since such a failure to observe the time limit does not constitute extraordinary or exceptional circumstances within the meaning of that article.



**Question n. 1:** When the European order for payment is served on Mrs. Edén, she claims that she was prevented from objecting to the claim due to the Corona situation. What can Mrs. Edén do?

A further condition for the application of Art. 20(1)(b) of the EPO Regulation is that Mrs. Edén acts promptly, i.e. that she applies for a review of the EPO before the competent court in Italy (the Member State of origin) as soon as possible.

**RELEVANT ARTICLES:** Art. 20 of the EOP Regulation.

**RELEVANT RECITALS:** (25).

**READINGS:** Practice Guide, pp. 24–25.



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**Question 2:** What are the legal consequences for Mrs. Edén if the Italian court decides that a review is justified, alternatively if the Italian court rejects the application for a review?

**Answer:** If the Italian Court decides that the review is justified for one of the reasons laid down in Art. 20(1) or Art. 20(2), the European order for payment shall be null and void pursuant to Art. 20(3) second paragraph of the EPO Regulation. The result is that the European order for payment cannot be enforced against Mrs. Edén in Sweden.



**Question 2:** What are the legal consequences for Mrs. Edén if the Italian court decides that a review is justified, alternatively if the Italian court rejects the application for a review?

If, on the other hand, the Italian Court rejects Mrs. Edén's application on the basis that none of the grounds for review referred to in Art. 20(1) or Art. 20(2) of the EPO Regulation apply, the European order for payment shall remain in force. The result is that the European order for payment can be enforced against Mrs. Edén in Sweden.

**RELEVANT ARTICLES:** Art. 20 of the EPO Regulation.

**RELEVANT RECITAL:** (25).

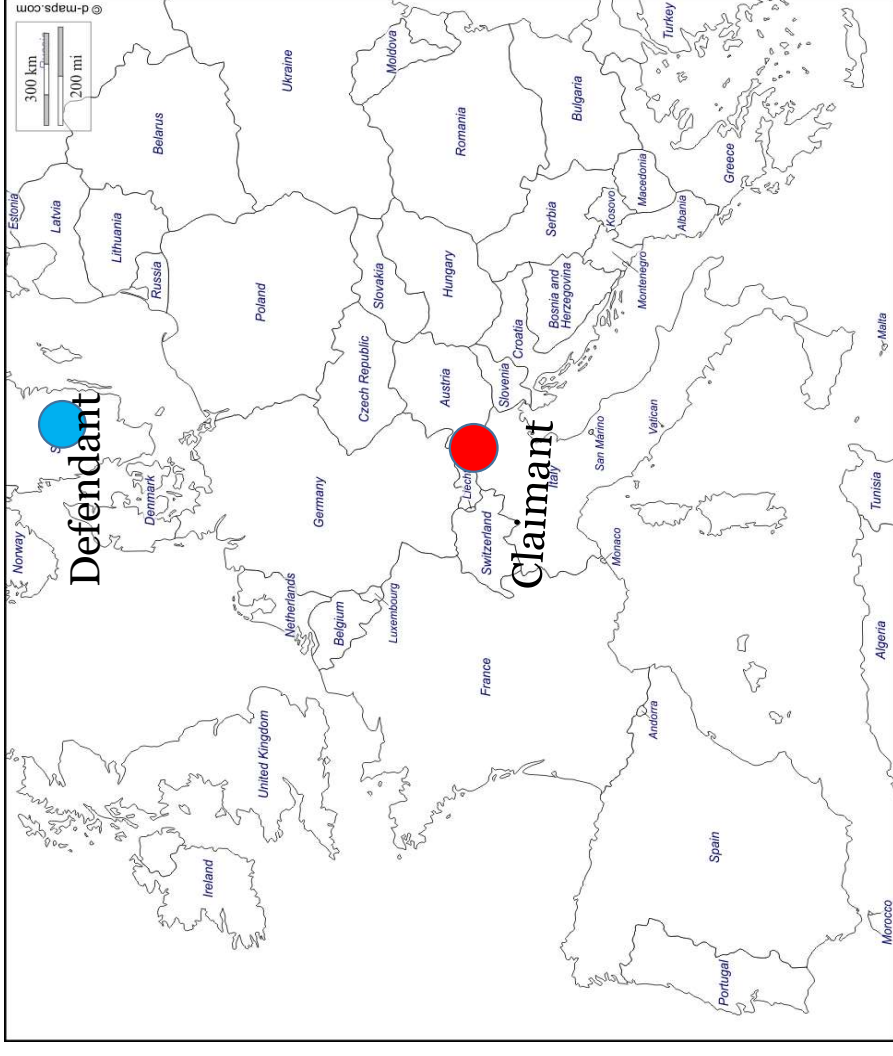
**READINGS:** Practice Guide, pp. 24–25.





## Using form A of the EOPP Regulation, **Case 4**

Muscari, a worldwide famous homeopath resident in Italy, applies before an Italian court, the Tribunale di Venezia for the issuance of an European order of payment against Mrs SandStorm, who has her domicile in Sweden, for his professional credits (25000 €). The competent Italian court grants the European order of payment against Mrs SandStorm, issuing form E. Since in Italy it is upon the requesting party to serve judicial documents to the other party, Dr. Muscari serves forms A and E to Mrs SandStorm.







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**Question n. 1:** If Dr. Muscari serves the two forms to Mrs Sandstrom as they stand, that is in Italian language, is the service effective?

**Answer:** No.

Art. 27 of the EOPP Regulation expressly states that “this Regulation shall not affect the application of Council Regulation (EC) No. 1348/2000”, now replaced by Regulation EC No. 1393/2007.

Under Art. 8 of the Regulation EC No. 1393/2007, when serving a judicial act which is not written in or accompanied by a translation into the language of the addressee or the official language of the Member State addressed, the serving authority should inform the addressee that he may refuse to accept the document.

See also: Court of Justice of the European Union, case C-21/17, *Catlin Europe SE v O. K. Trans Praha spol. S.R.O.*, judgment of 6 September 2018.



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**Question n. 2:** Dr. Muscari serves the two forms to Mrs Sandstrom in the place where Dr. Muscari knows she is domiciled. However, unknown to dr. Muscari, Mrs. Sandstorm is no longer domiciled at that address. Is the service effective?

**Answer:** No.

See → art. 14(1) of EOPP Regulation.

Also see → Court of Justice of the European Union, (Third Chamber), Joined Cases C-119/13 and C-120/13, *Eco cosmetics GmbH & Co. KG and Raiffeisenbank St. Georgen reg. Gen. mbH v Virginie Laetitia Barbara Dupuy and Tetyana Bonchuk*, 4 September 2014; *Rechtsbank Den Haag 2016-* voluntary service to address not corresponding to the effective domicile



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**Question n. 3:** If Dr. Muscari serves the two forms through email at Mrs Sandstrom's email address and he receives an automatic confirmation of delivery, is the service effective?

**Answer:** No, unless Mrs Sandstorm “has expressly accepted this method of service in advance”.

See → Art. 14(1)(f) of EOPP Regulation.



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**Question n. 4:** Dr. Muscari serves the two forms to Mrs SandStorm's lawyer, known by Dr. Muscari, since he has been a patient of him. Is the service effective?

**Answer:** Yes.

See → Art. 15 of EOPP Regulation.

See also → XANDRA E. KRAMER, *European Procedures on Debt Collection: Nothing or Nothing? Experiences and Future Prospects*, in BURKHARD HESS, MARIA BERGSTRÖM, EVA STORSKRUBB (eds.), *EU Civil Justice. Current Issues and Future Outlook*, Hart, 2016, pp. 97-122.



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### **Question n. 5:** What could do Mrs Sandstorm?

**Answer:** In case of question 1 and 2 (language and wrong domicile), Mrs. Sandstorm could ask for an extraordinary review in the State of origin- Italy and a suspension of the enforcement (Amtsgericht Wolfach 2011)

See → Art. 15 of EOPE Regulation.

See also → XANDRA E. KRAMER, *European Procedures on Debt Collection: Nothing or Nothing? Experiences and Future Prospects*, in BURKHARD HESS, MARIA BERGSTRÖM, EVA STORSKRUBB (eds.), *EU Civil Justice. Current Issues and Future Outlook*, Hart, 2016, pp. 97-122.



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## CONCLUSIVE REMARKS

Lack of clear rules of implementation of the EU Regulations  
1896/2006 in Italy

Necessity of hard work of interpretation in Italy

Foreign models of proceedings may work with tools of  
implementation, otherwise very hard work for the interpreters.....

*.....thank you for the attention!*