

## RECENT TRENDS IN CONSUMER PROTECTION LAW IN EUROPE

*by*

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### 1. Introduction

The movement for consumer protection achieved massive character in the countries of the West only from the beginning of the 1960s when there was a sharp increase in the production of durable consumer goods like automobiles, household electrical and radio-technical appliances etc. marked also by extension of domestic chemical products and consequently, of the service sector. Increase in the production of consumer goods, however, unleashed practical "helplessness" and "insecurity" of the consumer vis-a-vis producers and sellers of such goods who joined hands in numerous producer/seller unions. Facts of deception of the consumers, misleading advertisement, production of health-hazard products, artificial fixation of prices of consumer goods etc. have been revealed by the press.<sup>1</sup> These reports helped to motivate the public opinion in the countries concerned in such a manner that a strong social movement, sometimes dubbed as "consumerism", for protection of consumer interests gained strength. Very soon, consumer protection found its place in the manifesto of different political parties, consumer societies, trade-unions etc. It is not out of place to mention the Message of the US President, John F. Kennedy, to the Congress in 1962 in which the president outlined the fundamental postulates of US State Policy towards consumer protection.<sup>2</sup> According to these principles a consumer must be guarantee the

1. See for example : M. Mints, D. Koen. *America Incorporated : Who owns and rules the USA*. Moscow, 1973 (in russian).
2. See : M. I. Kulagin. *Zaschita interesov potrebitelei vo grazhdanskom prave kapitalistichiskikh stran*. In : *Pravovoe regulirovanie otnoshenii vo sfere obsluzhivaniya grazhdan*. Moscow, 1983, p. 33.

"right to information", "right to security", "right to satisfactory choice" and "the right to be heard". Similar consumer rights were also included in the First and Second Programmes for the Implementation of Consumer Protection Policy and Information adopted by the Council of Ministers of the EEC in 1974 and 1981 respectively.<sup>3</sup>

Massive consumer associations can now be found in almost all the countries in the West.<sup>4</sup> National Organization of Consumers were established in the USA (1936), in Great Britain (1957), Federal Republic of Germany (1951), Holland (1953), France (1951), Canada (1960), and Japan (1961).<sup>5</sup> The International Organization of Consumer Unions was founded in 1960. There are also some regional organizations like the European Bureau of Consumer Unions founded in 1962.

Main functions of the above mentioned Unions include *inter alia* to make available to consumers objective information about goods and services available in the market. To achieve this end these Unions carry out comparative test of goods the results of which are published in the journals owned by the Unions themselves.<sup>6</sup> Also included in their functions is representation and protection of consumers in different state organs like planning, standardization etc. and even in the courts of law. In the majority of Western countries consumer unions and certain other social organizations are empowered to sue in case of direct, or even indirect, damage caused to the collective interest of the consumers. One British lawyer has quite rightly noticed that "if there was a coherent theme to the 1970s, it was the rapid growth in the phenomenon which ultimately came to be called consumer protection or simply consumerism."<sup>7</sup> In this paper an attempt is made to focus, from a comparative approach, various aspects of consumer protection law in Europe and

3. Ibid. p. 34.

4. N. D. Ivenskaya. Zarubezhnie Soyuzii potrebitel'ei. Obzor, Moscow, 1968.

5. See, V. A. Voina. Mezhdunarodnaya Organizatsia Potrebitelskikh Soyuzob. Obzor, Moscow, 1971.

6. For a short list of such journals in the EC countries see : N. Reich, H-W. Mickwitz (ed.) Consumer Legislation in the EC countries. A comparative analysis. New York, 1980, pp. 4-5.

7. Richard Lawson. Consumer Protection : A world perspective. In-ICC. Consumer Legislation, Paris, 1981, p. 33.

the USA, and trace possible future trends of development in this vital field.

## 2. Some Basic features of consumer protection in the West

There has been a remarkable development in the Western countries in the field of consumer protection in the last two decades : many governmental and semi-governmental bodies have been set up to formulate and implement policies safeguarding the interests of individual consumers.<sup>8</sup> In Canada, for example, a special Ministry of Consumer Protection has been created. Several organs have also been set up in the governmental machinery in the USA e.g. the Commission on security of consumer products, Department of Consumer Protection within the Ministry of Justice etc. In the United Kingdom two separate organs, Department of Trade and the Consultative Committee for protection of consumers were established in accordance with the Fair Trading Act, 1973. This Act provided for the nomination of a Director General of fair trading. In tune with Art. 2 of the Act, the Director General is obliged to regulate and control commercial activities in the field of sale of goods and services in Great Britain. Under the 1973 Act it is the duty of the Director General of fair Trading to keep under review commercial activities relating to the supply of goods and services to consumers (section 2 of the Act). The Act also sets up a Consumer Protection Advisory Committee to which the Director or the appropriate minister can refer "consumer trade practices" (section 14). These include the terms and conditions on which goods or services are to be supplied to consumers, and the manner in which those terms and conditions are communicated to consumers (section 13(a) and (b)). If the terms in question are "so adverse to the consumers as to be inequitable" (section 17(2) (d), the Director General can induce the Minister to legislate by Statutory Instrument against the practice (section 22) and to make it an offence to continue the practice. (section 23).

In France, mainly two separate organs deal with consumer protection problems : National Committee on consumption and the

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8. For a country wise study of such organisations see *supra* note 6 at 5-10.

National Institute on consumption. In 1976 European Consultative Committee on consumption was established within the framework of the EEC. Expert group on European consumer laws was also formed in the same year.

Significant changes have been made in legal regulation of relations among producers, sellers/servicing enterprises and consumers of respective goods and services. Classical Western civil law (whether one speaks of the Common law or the Romano-germanic legal system), founded on the principles of equality of parties and freedom of contract, in reality ignores the immanent economic inequality of parties—producing or selling company on one side and the individual consumer on the other. Consequently, the consumer is rather unable, in the sense of not possessing real potentialities, to realize his contractual rights. Changes or reforms made in this field, as a matter of fact, are directed towards creating an equilibrium of rights and obligations of both the parties, creating a balance between parties with the aid of legal mechanism by placing extra obligations on the shoulder of the producer/servicing company and awarding the individual consumer corresponding rights and guarantees.

It deserves special mentioning that consumer protection in the West is realized not only with the help of legal norms of civil and commercial law, but also with the active influence of institutes of other branches of law : administrative law, procedural law, criminal law etc. Nevertheless, private law methods form the basis of the so called Consumer Law.

It hardly needs mentioning that consumer law is far from being homogeneous in nature. In Western legal literature, the complex nature of consumer law is well accepted. It has been acclaimed that "majority of the problems of commercial law could be interpreted from the view point of the consumer."<sup>9</sup> The notion "consumer" has not been used in legal literature in any specific, single connotation.

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9. A. Shavan. Introduction. In : D. Bauman. *Droit de la consommation*. Paris, 1977, p. VII.

Both in legislation and in the court practice "consumer" appeared in different legal qualities e.g. buyer, hirer, aggrieved party, etc.

The need of consumer protection necessitated amendments in existing laws and review of court practice in the West. The Constitution of Spain, 1978 declared consumer protection to be one of the fundamental directions of the economic policy of the state. Art. 51 of the Constitution states : "The state-powers guarantee safeguarding of interests of the consumers by protecting their security, health and their lawful economic interests in effective manners."

Some countries adopted the policy of enacting very general laws in order to protect consumer interests. In Japan, for example, such an act was put into force in 1968. Respective laws in force in France are Law No. 78-23 concerning Protection and Information of Consumers of goods and services of January 10, 1978, and the Decree of June, 5, 1978, adopted for the purpose of implementation of the earlier law. In Finland, Laws on Protection of consumers No. 38-43 are in force from Sept. 1, 1978. Analogous law is in force in Austria from 1979. Canadian law of 1978 consolidated the till then existing norms on conditions of consumer contracts, on restrictive business practices, on methods of protection of consumer rights etc. Two dominant laws in the field of consumer protection in Ireland are the Law on sale of goods and services, 1980, and the Law on information of consumers, 1978. Similar laws and norms have also been enacted in a number of other European and even, developing countries.

During the last two decades, in almost all the countries in the West, laws concerning Standard Term Contracts have been extensively reformed. For example, Sweden put into effect a new law in 1971 prohibiting unfair trade practices. The law was further amended in 1975. In the Federal Republic of Germany, special law regulating conditions of standard contracts was enacted on Dec. 9, 1976 which came into force from April 1, 1977. In the U.K. analogous laws are the Fair Trading Act, 1973, supplemented by the Unfair Contract Terms Act, 1977, and the Consumer Protection Act, 1987.

Relations concerning consumer credit are now regulated by special legislative acts. In the USA, for example, a special Federal Law on Consumer Credit Protection has been enacted. Some US states follow the Uniform Consumer-Credit Code. In 1974, Act on Consumer Credit was enacted in England. At the same time, steps are being taken to harmonize consumer protection laws within the framework of the EEC.

### **3. Development trends in civil & commercial law with respect to consumer protection**

Making available to consumers full and objective information relating to quality of goods and services has characterised the development trend in civil and commercial law of the Western countries. Different legal instruments are used for this purpose. Restrictive business practices are dealt with the help of anti-trust laws. In accordance with the law of contract rules, the seller of the goods and services is burdened with the so-called "information obligation" i.e. the obligation to give the consumer all relevant information necessary for effective and safe exploitation of the products purchased.

Court practices amply testify that the "information obligation" might be given somewhat wide interpretation. One of the leading cases in this direction was resolved in the Court of Lyon in 1973.<sup>10</sup> Facts of the case are as follows : Due to a faulty heating system one of the dancing floors in the city of Lyon caught fire. The walls of the dancing floor which were covered with a synthetic fibre burnt to ashes. 146 persons could not make their way out of the burning floor and died. Relatives of the deceased filed compensation suits against the owner of the floor on the ground that the floor did not have sufficient number of emergency exits, against the person who installed the defective heating system, against the Mayor of the city for having given permission to open a dancing floor without proper security arrangements, and lastly, against the supplier of the synthetic fibre. La Cour d'Instance granted the suit and ordered all against whom the suit was filed to compensate for

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10. See Lyon 13 Juill, 1973. Gaz. Pal. 1973, 2, 830.

the damages. La Cour d'appel approved of the decision and mentioned in its ruling *inter alia* that the supplier of the synthetic fibre, having been aware of the purpose for which the fibre was bought by the owner of the dancing floor, should have cautioned the owner against such use. In the opinion of the Court, rules regarding the use of the product and technical instructions attached with the product do not sufficiently guarantee consumer interests because these instructions are generally addressed to and may only be understood by professionals, whereas in the given case, the product was sold to a common consumer.

In relation to technically complicated products, "information obligation" further includes offering the consumer necessary help, consultation and advice for as long as the consumer might not be in a position to handle the product independently. It has quite aptly been said by the French lawyer Grelon that "Consultative obligation exists in all cases where one of the parties is a professional and the other-a client-who does not possess special knowledge. More apprehensive the risk, wider is the obligation."<sup>11</sup> Non-fulfillment of this obligation allows the consumer to demand annulment of the contract and payment of compensation for likely damages.<sup>12</sup>

Information obligation on the part of producers/suppliers have led to the emergence of the institute of labelling of products, insertion of quality marks to trade marks etc. At present, information-labelling is in practice in almost all the countries of Europe and the USA. However, labelling of products is not an obligation of the producer/ seller but his right.

Special importance attached to the question of consumer protection in Western countries has led many of them to impose a ban on the production of certain goods for reasons of their "Special aggressiveness", or for being "dangerous to consumer interests". Thus, for example, the French Decree of February 9, 1961, prohibits sending of unbooked products with open offer to either return them

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11. B. Grelon. *Les entreprises de services*. Paris, 1978, p. 32.

12. *Supra* note 2 at 38.

or pay them. Certain forms of retail sales like door-to-door sales, sale with bonus etc. are now tightly regulated and to a great extent restricted.

In recent times, legislators in the West have demonstrated a drastic shift in their attitude towards "standard contracts". "These are contracts"-remarks a French lawyer, "in which one party, owing to its economic power creates law for the other party and dictates him conditions which the latter is not in a position even to discuss."<sup>13</sup> In the words of Trietel, "... a third and less defensible object of standard forms has been to exploit and abuse the economic power in contracts between suppliers of goods and services and private consumers."<sup>14</sup>

As a general rule, the consumer is ignorant of the conditions of such contracts. "For one thing, he would not generally read the printed forms: indeed, if he did so, its main purpose (of saving time) would be defeated."<sup>15</sup> As Lord Danning had sarcastically put it : "Not one in thousand consumers ever reads these clauses. If he did so, he is sure to have missed the ship or the train."<sup>16</sup>

Very often standard term contracts contain clauses which significantly curtail the rights of the consumers. The supplier can use a standard form contract to limit or exclude a liability to which he would normally be subject. He may have a near or absolute monopoly, or he may belong to an association whose members control the entire supply of some commodity or service, and who all use the same standard form. Further, in order to avoid conflicts of standard form contracts with existing laws of the land, clauses concerning specific means of performance and resolution of disputes are inserted in the contract. Thus, an extensive area of social relations which otherwise would have been regulated by existing laws of the land is taken away from its jurisdiction and regulated

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13. A. Colin, H. Capitant. *Cours elementare de droit civil Francaise*, V. II, Paris, 1939, p. 364.

14. G. H. Trietel. *The law of contract*. London, 1970, p. 172.

15. G. H. Trietel. *An outline of the law of contract*. London, 1989, p. 72.

16. *Thornton v. Shoe Xane Parking Ltd.* (1971) 2 QB 163.



by "special rules" formulated by the monopolies or associations of producers/suppliers.

The legislators could not turn a deaf ear to such cases of abuse of economic power. As a result, various enactments were adopted to regulate the exemption clauses in the standard contracts.<sup>17</sup> These new enactments, including some of the earlier adopted laws, prohibit insertion of clauses which "adversely" affect the rights of private consumers. For example, the Law on Unfair Standard Terms of April 30, 1971 in Sweden empowers the court to prohibit private entrepreneurs from concluding standard term contracts in the future if such a contract under the disposal of the court contains clauses evidently unfair to the consumer. Moreover, liability of the seller cannot be excluded simply by mutual agreement of the parties save when the agreement fosters protection of interests of the consumers. The Uniform Commercial Code (UCC) of the USA further allows the court to evaluate the content of the contract. §2-302 of the UCC stipulates :

"(I) If the Court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the Court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result."<sup>18</sup>

Recent Western legislation in this field does not allow insertion into the contract of clauses which exclude liability of the sellers for sale of low quality goods or which contain less rigorous liability as compared to liability imposed by the existing law. According to the Sale of Goods Act, 1979 of England, any clause excluding the liability of the seller referred to in § 13, § 14 and § 15 either wholly or partly must be declared null and void.<sup>19</sup> Court practice in

17. For an idea on such reforms see : Ewoud H. Hondius. Unfair Contract terms : New control systems.—*The American Journal of Comparative Law*, V. XXVI, 1978, N. 4. See also : Otto Sandrock. The Standard Terms Act 1976 of West Germany. —*The American Journal of Comparative Law*, 1978, N. 4.

18. Uniform Laws Annotated. Uniform Commercial Code. Master Edition, V. 1, 1968, p. 137.

19. Sale of Goods Act, 1979.

England also corresponds to this rule. English courts have developed a new concept of "fundamental breach" of the contract. In the opinion of the court, if the breach is "fundamental", any limitation or exclusion of liability by mutual agreement of the parties are considered void.<sup>20</sup>

The essence and substance of "product liability" have also undergone colossal changes over the last few years in the West.<sup>21</sup> Extension of liability of the producer/seller is primarily manifest in the institute of "strict liability" for damages caused by defective products in which case liability arises even in the absence of culpa/negligence of the producer/seller. Almost all the states in the USA have incorporated strict liability clause in their legislation, and in states, where it has not been incorporated, culpa/negligence of the producer/seller is, however, presumed. French court practice also adheres to the principle of strict liability of professional seller/ producer for damages caused by defective products.

According to the Franch Civil Code, liability of the seller of defective products depends on his conscientiousness. If the seller was not aware of the defects beforehand, he is obliged to return the price and compensate the consumer/buyer for expenses incurred in relation with the transaction. But if even after knowing of the defects he sells the products, he is bound to return the price and compensate for all losses caused to the consumer by the defective product.<sup>22</sup>

However, beginning from the early 50s, the French courts started penalizing the seller to the extent of paying for damages caused to the consumer by defective products irrespective of whether the seller was aware or could not be aware of the latent

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20. See. A. A. Komarov. The concept and content of contractual liability in the U. K. and the USA. —Summary of the Ph. D. thesis. Moscow, 1981, p. 11 (in russian).

21. More on this topic see : *La responsabilite des fabricants et distributeurs*. Paris, 1975. See also : Charles D. Smith. *Product liability : Are you vulnerable :* Englewood Cliffs, N. J. 1981.

22. Art. 1645, Code Civil, Paris.

defects.<sup>23</sup> Liability of the seller remains unaffected even if the product has passed through quality control and acquired specific certificate to that effect. Quite obviously, the doctrine had to take into account this remarkable shift in the attitude of the French courts. The prevailing situation has been depicted by Dennis Bauman in the following words : "The seller/manufacturer or simply the professional seller accepts responsibilities in relation to the end-result : he must sell products which can perform their normal functions. The seller by selling a product which fails to satisfy the consumer violates the contract irrespective of his intentions, reasons or circumstances. The seller must guarantee the consumer against all damages caused by the purchase, and is liable on a similar footing as the unconscientious seller in the manner referred to in the Civil Code."<sup>24</sup>

At present, court practice in the USA, U.K., France, Italy, Germany, etc. recognise the right of the consumer to sue, for damages caused by defective products, not only the seller but also the producer directly. Section 2-318 of the UCC as adopted by the State of Virginia, for example, states :

"Lack of privity between plaintiff and defendant shall be no defense in any action brought against the manufacturer or seller of goods to recover damages for breach of warranty, express or implied, or for negligence, although the plaintiff did not purchase the goods from the defendant, if the plaintiff was a person whom the manufacturer or seller might reasonably have expected to use, consume, or be affected by the goods."<sup>25</sup>

Court practice in many countries even allow bringing a damage suit of this nature against any person who has been found to take part in the chain of distribution of that defective product. Suit may be brought not only by the buyer but by any person adversely affected by that product.

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23. Supra note 2 at 41.

24. Supra note 9 at 113-114.

25. Section 2-318 of the Uniform Commercial Code. In : Report No. 2 of the Permanent Editorial Board for the UCC, p. 39. See also : R. Corley, W. Robert Fundamentals of Business law. Englewood Cliffs, N. J. 1974, p. 392.

Sharp increase in product-liability has, as a consequence, led to extensive practice of liability insurance in almost all the countries under review.

In recent years there has been a traceable tendency against product liability and strict liability. Draft legislation in some states within the USA, Draft law of the EEC etc. propose limitation of liability of the seller/manufacturer. It is stipulated, for example, that their liability is limited only by the time-period subscribed by law. Some drafts even propose a maximum limit of compensation etc.

It should, however, be remembered that in their pursuit of maximum protection of consumers, more attention is now paid to standardization of products especially of everyday use like food-stuffs, medicine etc. For example, Part II of the Consumer Protection Act, 1987 of England makes it an offence to supply goods which do not comply with legislative safety standards. The Act gives a civil remedy to persons affected by contravention of these standards, and that liability cannot be excluded by contract.<sup>26</sup>

#### **4. Consumer Protection in Countries of Eastern Europe**

In Eastern Europe consumer protection had all along been a neglected field suppressed by the euphoria of ideological supremacy of socialism over capitalism, and of priority of collective/social interests over those of individuals. Although recent upheavels and revolutionary changes in Eastern Europe have unleashed the palatable condition of the consumer in its proper magnitude and perspective, voices could be heard, even before, describing the helplessness of the individual consumer. Speaking of consumer protection in socialist countries the soviet lawyer E. Sukhanov had noted : "Methods and forms of classical law of obligation with its abstract figures of creditor and debtor in cases of consumer protection only help to overshadow the real (economic) inequality of the parties—individuals and specialized organizations—and enable the latter to create privileged position

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26. Consumer Protection Act, 1987, ss, 10, 41(4) and 4.

in relation to the clients (consumers-M.R.)."<sup>27</sup> Compared to other countries of Eastern Europe, the situation in the now independent states of the former Soviet Union had been worse. It is not without reason that the XXVIth Congress of CPSU stressed the urgency to study the experience of "other socialist countries in the field of consumer protection."<sup>28</sup>

Consumer protection in these countries did not lead to what could have been analogous to Western Consumer law. Consumer protection continue to be regulated mainly by norms of the civil code. During more than four decades of socialism only Czechoslovakia and former East Germany took definite steps, albeit within the boundaries of their respective civil codes, to regulate consumer protection. For obvious reasons of German reunification, the East German practice carries little, if any, practical importance now.

In Czechoslovakia norms regulating all kinds of service to consumers by organizations of the service sector have been placed in separate chapter in the Civil code.<sup>29</sup> The term service has been defined in the code very broadly so as to include even those services which have not been mentioned in the code.<sup>30</sup> The code also contains classification of services into headings and sub-headings (10 such headings in the civil code). While thus developing the law of obligations, Czechoslovakian legislators, in their desire to ensure "maximum satisfaction of consumer demands" inserted new sections introducing elevated liability of the service-offering organizations, corresponding rights of the individual clients, material liability of service-offering organizations, improvement in the procedure of suing the organizations and extension of judicial protection of individual customers/consumers.

One unique phenomenon in the Czechoslovakian practice is the emergence of pre-contract obligation of the service-offereing organi-

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27. E. A. Sukhanov in *supra* note 2 at 29.

28. *Ibid*, p. 28.

29. §222-238 of Civil Code of Czechoslovakia. For a more detail study on consumer protection law in Czechoslovakia see : Thomas Wilhelmsson & Jiri Svestka (ed). *Consumer Protection in Czechoslovakia and Finland*. Helsinki, 1989.

30. *Ibid*, §222.

zations to conclude contracts with consumers. In accordance with this principle, refusal by the organization to give service to a client (or even refusal to sign a contract with the client) is considered to constitute a violation of consumer rights and may be pleaded in the court. The organization is also law bound to ensure uninterrupted and qualified satisfaction of the needs of the clients/consumers.<sup>31</sup>

Certain consumer rights relating to defective products are now guaranteed in Hungary and Czechoslovakia. For example, private consumer has the right to lodge complaint relating to defective products with any organization engaged in business in analogous goods if lodging of complaint with the seller of the defective product requires "extra expenses" for him. The consumer also enjoys the right to be compensated for all expenses relating to the lodging of such complaints.<sup>32</sup> The law also prohibits "exemption clauses" i.e. clauses limiting or excluding the liability of the seller/manufacturer, and even provides for "strict liability" in some cases.<sup>33</sup> The civil code of Czechoslovakia, for example, contains provisions under which the service-offering organization is liable irrespective of its culpa/negligence for any damage or loss of goods deposited with the organization by the consumers (e.g. cloths for dry-cleaning).

Until very recent times court practice in the East European countries did not/could not play the role of their Western counterparts in safeguarding consumer rights. But under changed circumstances, given necessary prudence, they are likely to activate their role even with the aid of the existing civil law mechanism. For example, sec. 209 and §2, sec. 237 of the Civil Code of Hungary stipulate that "the court has the right to declare any contract null and void if it contains clauses giving unilateral advantage to one party or adversely affecting the interests of one of the parties." This provision, in our opinion provides enough room for non-enforce-

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31. Ibid, §223-224.

32. See : Par. 2, Civil Code of Czechoslovakia and Par. 1, sec. 309 of Civil Code of Hungary.

33. Par. 3, sec. 233 of Civil Code of Czechoslovakia and Par.2, sec. 314 of Civil Code of Hungary.

ment by the court of standard-term contracts or contracts with discriminatory clauses and pave the way for protection of consumers who had long been residing beyond the scope of legal protection.

## 5. Conclusion

This brief study reveals that consumer protection as a philosophy and as a legal institute has achieved an universal character. Recent trends in the development of law in this aspect give enough space to conclude that the emergence of Western/international consumer protection law is no longer a utopia. If law has always been a tool for "social engineering" devoted to the ultimate well-being of the individual, consumer protection deserves the attention that legal thinkers and legislators in the West have been attaching to it. Under these circumstances, it is hard to agree with the view that "where trade and industry organise themselves at European or even international level, consumers cannot hope to receive an adequate amount of protection or information by local, regional or national steps."<sup>34</sup> Fortunately enough, recent practice of the European countries establish the contrary—consumer protection law is achieving strength and progress, albeit inch by inch, and is sure to remain in the centre of attention of the legislators and more importantly, of individuals, for years to come.

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34. Ludwig Kraener. *European Consumer Protection—A Progress Report*. In : Geoffrey Woodroffe (ed). *Consumer Law in the EEC*. London, 1984, p. 37.