

Case 843: CISG 2 (a); 57 (1) (a)

Finland: Korkein oikeus (Finnish Supreme Court)

KKO 2005:114

14 October 2005

Original in Finnish

Published in: [2005] Korkeimman oikeuden ratkaisuja II, KKO 2005:114; [2005] KKO:n ratkaisut kommentein II (ed. Pekka Timonen), KKO 2005:114.

<http://www.finlex.fi/fi/oikeus/kko/kko/2005/20050114>

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The plaintiff, a Finnish seller of log houses, sold a family house to a German buyer, who at the same time became the sales agent of the Finnish seller in Germany. The buyer, however, failed to make the last payment for the house and the plaintiff brought proceedings against the defendant in the court of the seller's place of business in Finland. According to the defendant, though, the Finnish court did not have jurisdiction.

The Supreme Court held that since the house had been purchased not only for personal use, but partly for the professional use of the agent, in accordance with article 2 (a) CISG, the Convention applied to the case. The court further stated that, according to article 57 (1) (a) CISG, the buyer must pay the price to the seller at the seller's place of business. Therefore, the seller could bring proceedings against the buyer in Finland, pursuant to the 1968 Convention on jurisdiction and the enforcement of judgements in civil and commercial matters (so called Brussels Convention).