would like the provisions of article 19 to cover. The Working Group, for its part, had limited itself to cases in which the creditor was prevented from pressing his claim by circumstances beyond his control, such as a state of war or the interruption of communication between the two countries, and had excluded circumstances personal to the creditor, such as illness or death.

With regard to the Spanish proposal concerning the end of article 19, perhaps it would be better not to discuss it until the Commission had completed consideration of all the articles to which it was supposed to apply. Members would then be in a better position to make a value judgment regarding it.

The CHAIRMAN said that the proposals and suggestions of the representative of the United Kingdom had been accepted and he invited the members of the Commission to consider the next article.

Article 20

Mr. ELLICOTT (Australia) said that his delegation was concerned with the problem which arose when a subpurchaser sought to obtain recognition of his claim against a seller after the expiry of the period provided for in the draft. Such cases might arise where municipal law provided, as in the case of Australia, for a period of limitation longer than four years. His delegation therefore proposed an amendment to article 20* which would protect the international buyer against the possibility of a claim instituted after the running of the period of four years provided for in the draft Convention. That was a very important question which could have a decisive influence on the way in which Australian business circles and the Australian Government received the draft Convention.

Mr. LOEWE (Austria) said that the problem to which the Australian representative had referred was not new and had been encountered whenever an effort had been made to determine limitation periods, without ever being resolved. It was perhaps an insoluble problem, in which case it would be better not to deal with it in the Uniform Law.

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* Subsequently issued as document A/CN.9/V/CRP.16.

The situation described by the Australian representative, where a national subpurchaser instituted proceedings against the international buyer, might also arise in a reverse form, where the international buyer instituted proceedings against the seller before the expiry of the four-year limitation period provided for in the draft and the seller wished to take action in turn against a previous seller and came up against a limitation period shorter than that provided for by the Uniform Law, as was frequently the case in countries following the Roman tradition. In both instances, the ideal solution would be to bring national rules on prescription into line with the Uniform Law; that was, however, difficult in practice.

Article 20 had a further drawback inasmuch as it might enable a person of bad faith to evade the other provisions of the Uniform Law. That might happen, for example, in the case of a purchaser who, after allowing the limitation period to expire without instituting proceedings, asked a front man to institute proceedings in order to enable him to take action against the seller. The best course would be simply to delete article 20.

Mr. OLIVENCIA (Spain) said that he too was in favour of the deletion of article 20 and endorsed the comments made by the representative of Austria. In his opinion, subordinating the term of the limitation period to intervention by a third party would pointlessly complicate the Uniform Law, which should alone govern the relationship between seller and purchaser. While recognizing that the problem raised by the Australian delegation was a real one, he too felt that it was perhaps a problem for which there was no solution.

Mr. SMIT (United States of America) said he felt that article 20 stated a necessary principle: if the buyer against whom proceedings were instituted had a claim against another party, he should not be placed at a disadvantage because he had not immediately instituted proceedings against that other party. Such a situation might, however, arise if proceedings were instituted against the buyer towards the very end of the limitation period. The extension of the period provided for in article 20 would obviate the need for the buyer to institute legal proceedings precipitously and would protect his interests against

unforeseeable circumstances. The additional one-year period provided for in article 20 was perhaps even inadequate.

In his opinion, article 20 was based on the same principle as article 14 but was even more necessary. He was in favour of retaining it, either as an independent article or as a paragraph of article 14.

Mr. SINGH (India) said that he could see why some delegations felt the need for a provision specifying the recourse available to a buyer against whom proceedings were instituted by a third party. Article 20 would, however, complicate the Uniform Law, which should remain as simple as possible. He asked whether the deletion of article 20 would have really serious consequences for Australia and for other countries which found themselves in the same position.

Mr. ELLICOTT (Australia) replied that the deletion of article 20 would require an amendment of the rules on prescription in force in the six States of the Australian Commonwealth, which all applied a six-year limitation period. Such an amendment would raise great problems and would take considerable time, during which Australian businessmen might be exposed to serious risks.

In his opinion, if it was agreed that articles 18 and 19 met needs of a practical nature, it should be recognized that that was true also with regard to article 20.

Mr. KHOO (Singapore) said that his delegation was in favour of retaining article 20, for the reasons stated earlier by the United States representative.

Mr. ROGNLIEN (Norway) recalled that, in document A/CN.9/R.9, his delegation had drawn attention to an error in the drafting of article 20, which should not refer to a "person jointly and severally liable with the buyer" but to a "person to whom the buyer is jointly and severally liable with the seller". With regard to the substance, the problem dealt with in article 20 was that of the creditor's remedy against co-debtors. In some legal systems that were based on French law, if a creditor interrupted the limitation period in respect of a debtor, the period was interrupted in respect of all the co-debtors and a new period automatically began to run. Other systems settled the matter by taking as the starting point of the period a factor other than breach of contract. The question

was to decide whether it was preferable to delete article 20 and leave the solution of the question to the various national legislations or to retain the compromise effort represented by that provision. The deletion of article 20 would be possible if article 14 was broad enough to cover proceedings instituted by a subpurchaser.

Mr. MANTILLA-MOLINA (Mexico) endorsed the arguments put forward by the Spanish delegation and expressed a preference for the deletion of article 20. Nevertheless, after hearing the arguments in favour of the opposite course, he did not feel that the retention of article 20 would be an insurmountable obstacle to the implementation of the Convention. In that case, however, a buyer against whom proceedings were instituted by a subpurchaser should be placed under an obligation to inform the seller of the institution of such proceedings. Such a procedure would be possible under the terms of article 20.

Mr. OGUNDERE (Nigeria) said that he was in favour of retaining article 20. His country, which, like Australia, had a federal structure, likewise applied a six-year limitation period in all its constituent States. However, many countries following the Roman tradition did business with Nigeria without anyone's so far having encountered the difficulties to which the Australian representative had referred. Moreover, the latter's proposal would not alter anything if the subpurchaser instituted proceedings against the buyer during the final days of the limitation period.

Mr. JENARD (Belgium) said that he was in favour of deleting article 20. Besides introducing an element of uncertainty, that provision was of limited value because of the subpurchaser's possibility of instituting proceedings at a late stage.

Mr. MICHIDA (Japan) said that he was in favour of retaining article 20.

Mr. SAM (Ghana) said that he too was in favour of retaining article 20. He considered that the Australian proposal would improve that provision. The Working Group could, moreover, perhaps combine article 20 with article 14.

Mr. SINGH (India) said that his country, which was more often a buyer than a seller, had every interest in retaining article 20. He supported the amendment proposed by the Australian delegation.

Mr. CHAFIK (Egypt) said that he was in favour of retaining article 20, which, although it would probably complicate the Uniform Law, was a necessary element. He felt that the Australian proposal merited consideration, and he proposed that the matter should be referred back to the Working Group.

Mr. GUEST (United Kingdom) agreed with the Australian representative that article 20 was a very important provision of the Uniform Law. If articles 18 and 19 were regarded as necessary, it was difficult to justify the deletion of article 20, which dealt with a situation that arose much more frequently. He supported the Australian amendment. If the amendment proved unacceptable to the Commission as a whole, the Commission should at least retain article 20 in its present form. His delegation believed that the additional one-year period provided for in article 20 should not be further extended.

The CHAIRMAN noted that a majority had come out in favour of retaining article 20, that some delegations even felt that that provision should be strengthened by replacing the additional one-year period by a two-year period, while yet other delegations were in favour of its deletion. In the circumstances, the present text appeared to constitute a compromise. He therefore suggested that article 20 should be retained as it stood and should be merely referred back to the Working Group for any necessary drafting changes.

It was so decided.

Article 21

Mr. SMIT (United States of America) said that, in principle, article 21 fulfilled a worthy purpose: it was normal, if a creditor had obtained a judgement in one State which he could not have carried out in another State, to extend the limitation period so that he could institute the necessary legal proceedings in that other State. In fact, however, article 21 was made redundant by the