

directed to the French version, which was in accord with the English text. He observed that the delegations which supported article 29 (1) were English-speaking in the main, whereas those opposing it were French- or Spanish-speaking. That might be because the English version was the better. He would prefer the deletion of article 24 (2).

Mr. RECZEI (Hungary) said that his delegation thought that the article should be retained, that article 24 (1) should be redrafted and that the provisions of paragraph (2) (a) were not necessary.

The CHAIRMAN said that there appeared to be a majority of delegations in favour of the maintenance of article 24, subject to its reformulation. He suggested that it should be referred to the Working Group with that end in view. The representatives of Egypt and the United States might submit their proposals to the Working Group in writing.

It was so decided.

Article 25

Mr. HONNOLD (Secretary of the Commission) said that article 25 was addressed to a situation where a party performed a contract after the expiry of the limitation period - performance being constituted by the payment of a price or the replacement or repair of defective goods - and then realized that there was no legal requirement for him to do what he had done, with the result that he sued for restitution. Article 25 was not designed to have any effect on claims for restitution based on other grounds, such as, that performance had been obtained by fraud.

Mr. GUEIROS (Brazil) said that he could accept the wording of article 25, having regard to the principle that the laws aid those who were vigilant, not those who slept upon their rights. The maintenance of stability in international commercial transactions required that that principle should be included in the draft Convention. Article 25 should therefore be maintained.

Mr. OLIVENCIA (Spain) said that the Working Group should ensure the conformity of the Spanish and French versions. In that connexion, the Spanish text should be brought into line with the French with regard to the use of the word "répétition".

Mr. COLOMBRES (Argentina) observed that article 25 was taken almost textually from article 96 of the CMEA General Conditions of Delivery of Goods. It might be brought into line with paragraph 3 of rule 13 of the Draft European Rules on Extinctive Prescription.

The CHAIRMAN said that, if there was no objection, article 25 would be referred to the Working Group, together with the comments of delegations.

It was so decided.

Article 26

The CHAIRMAN noted that there were no comments on the article.

Article 27

Mr. HONNOLD (Secretary of the Commission) said that the method of calculating the date on which the limitation period commenced to run under article 27 was explained in paragraph 1 of the commentary on the article (A/CN.9/70/Add.1). There was a problem in that certain dates, for example 29 February, did not recur yearly; that was dealt with in the second sentence of the article.

Mr. ELLICOTT (Australia) said that one problem with regard to the calculation of the date, which should be considered, was the fact that a businessman flying from Sydney to San Francisco would arrive at his destination 15 minutes before he left his point of departure. If, for example, a breach of contract occurred at 6 p.m. on 8 April in London, the equivalent time would be 4 a.m. in Sydney on 9 April. On which date were Australian courts to base themselves?

Mr. MANTILLA-MOLINA (Mexico) expressed support of article 27. He pointed out that the Geneva Convention providing a Uniform Law for Cheques contained a specific provision to cover transactions involving countries with different calendars.

Mr. ROGNLIEN (Norway), referring to the Australian representative's question, said that the time to be observed would be that prevailing in the jurisdiction in which a claim was to be asserted.