

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.