

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.

Mr. CHAFIK (Egypt) pointed out that article 3 of the Egyptian Civil Code provided that a limitation period would be calculated according to the Gregorian calendar.

Mr. OLIVENCIA (Spain) said that the Norwegian representative's answer to the Australian question was not entirely satisfactory. The question of the conversion of the starting date of the limitation period to the time scale prevailing in the jurisdiction in which a claim was asserted had still to be resolved.

Mr. DEI-ANANG (Ghana) suggested that the problem might be solved by stipulating that the operative time should be that prevailing in the place where the breach of contract occurred.

Mr. GUEST (United Kingdom) said that the problem raised by the Australian representative was intractable and almost insoluble. The Working Group would welcome suggestions from the Australian and Spanish delegations regarding its solution.

Mr. SMIT (United States of America) said that the words "the last day of the last calendar month" were somewhat ambiguous. They could relate either to the limitation period or to the year in which it expired.

Mr. GUEIROS (Brazil) said that the French version of the text left no room for ambiguity. He suggested that the Working Group should adapt the English to the French.

The CHAIRMAN suggested that article 27 should be referred to the Working Group together with the comments of delegations.

It was so decided.

Article 28

Mr. KHOO (Singapore) asked whether proceedings under article 13 had been deliberately excluded from article 28.

Mr. GUEST (United Kingdom) replied that the Working Group had felt that, particularly in view of the provisions of article 13 (2), it was unlikely that proceedings in connexion with arbitration under article 13 would arise in the context of article 28.