

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.

Mr. GUEIROS (Brazil) said that the Working Group should replace the Latin expression "dies non juridicus" by plain language; the draft Convention, being intended for businessmen, should avoid legalistic Latinisms.

Mr. ELLICOTT (Australia) said that his delegation was proposing a new article 28 A containing a provision as to service (A/CN.9/V/CRP.16).

Mr. LOEWE (Austria) said that, while the Working Group could usefully discuss the Australian proposal, his delegation would have some difficulty in agreeing to the addition of a purely procedural provision as to service, which took no account of either Austrian legislation or international instruments to which Austria was a party. Indeed, the inclusion of such a provision would make it impossible for his Government to accede to the draft Convention.

Mr. JENARD (Belgium) said that he entirely agreed with the Austrian representative's remarks.

Mr. OGUNDERE (Nigeria) said that his country's legislation provided that service could be accomplished in a variety of ways - by hand directly, by publication in newspapers or through notices in the Official Gazette. A provision such as that envisaged by the Australian representative would be too restrictive.

Mr. MANTILLA-MOLINA (Mexico) regretted that his delegation could not support the inclusion of the provision as to service proposed by the Australian representative.

Mr. CHAFIK (Egypt) agreed entirely with the objections of the Austrian representative. The Australian proposal concerned a question of pure procedure and Egyptian legislation in any case contained a provision exactly corresponding to that proposed by the Australian representative.

Mr. ELLICOTT (Australia) said that his delegation would not wish to press its proposal in the face of objections. It had not intended the provision in question to be exclusive; it would be without prejudice to other systems.

Article 29

Mr. BURGUCHEV (Union of Soviet Socialist Republics) thought it desirable that article 29 should be optional. It implied that, in addition to ratification, some special act or instrument was required for the entry into force of the Law.