

Mr. ROGNLIEN (Norway) said that many delegations in the Working Group on Prescription had also considered the last five words in article 7 repetitive but had concluded that no real purpose would be served by deleting them.

Mr. WARIOBA (United Republic of Tanzania) said that article 7 in its existing formulation was somewhat redundant, since uniformity of application and interpretation was the whole purpose of all laws. In national legal systems a body of case law usually evolved, which could be drawn upon for interpretation of laws. However, the framework of definitions within the draft Convention was very limited, since most paragraphs represented a compromise between the concepts in different legal systems. A domestic lawyer who had no access to those different systems would be unable to draw on the experience of other countries if the Uniform Law itself did not contain any guidelines similar to the article on interpretation in the Vienna Convention on the Law of Treaties.

Mr. POLLARD (Guyana) said that, in the absence of an integrated judicial system, it was impossible to have uniform interpretation and application of a Convention such as the one on prescription. There did, however, exist similar conventions on international transactions, such as the Warsaw Convention for the Unification of Certain Rules relating to International Carriage by Air. A practice had evolved of drawing upon the judgements pronounced in other legal systems in interpreting and applying such conventions. That practice had been quite successful to date. He therefore supported the text of article 7 as it stood.

Article 8

Mr. HONNOLD (Secretary of the Commission) said that the question of the limitation period had been thoroughly investigated by the Working Group on Prescription and a questionnaire on the matter had been sent to Governments and interested international organizations. The suggested periods of limitation had ranged from five years to two years. The majority of Governments had expressed a preference for a limitation period of five years or three years and the Working Group had decided that four years would be an acceptable compromise. In deciding upon a limitation period, the Working Group had not only attempted to find a

period corresponding to the wishes of Governments but had also taken account of other provisions in the Uniform Law which affected the running of the limitation period.

Mr. LOEWE (Austria) said that his delegation would prefer a three-year limitation period and could consider a five-year limitation period. In Austria there was a whole range of limitation periods, but none of them was of four years, so that application of the draft Convention would complicate the application of Austrian laws. He had submitted an amendment to article 9 (A/CN.9/V/CRP.1) which dealt with the limitation period for claims arising from lack of conformity of the goods. If his amendment to article 9 was accepted, a second sentence would have to be added to article 8.

Mr. MANTILLA-MOLINA (Mexico) said that his delegation would also prefer a limitation period of three years.

Mr. DEI-ANANG (Ghana) said his delegation had originally been in favour of a five-year limitation period, but after reading the commentary on the draft Convention (A/CN.9/70/Add.1) he could support a limitation period of four years.

Mr. COLOMBRES (Argentina) said that the Working Group had evaluated the various proposals on the limitation period very carefully before coming to the conclusion that a four-year period would be an acceptable compromise.

Mr. OLIVENCIA (Spain) said that the advantages of a limitation period shorter than four years outweighed the disadvantages. A longer period could be justified by the geographical, legal and linguistic differences between countries but in the existing state of international trade those differences were not as important as the advantages resulting from a reduction in the limitation period proposed in article 8. The legal security enjoyed by businessmen against risks such as lack of solvency, which could result from extended delays in the resolution of disputed claims, would be increased if the limitation period was less than four years.

Mr. CHAFIK (Egypt) said that the limitation period of four years had been chosen in the interest of developing countries, where businessmen had not the same facilities as in developed countries and needed time to find out and assert their exact rights.

Mr. MUDHO (Kenya) agreed with the representative of Egypt. In his country the period of limitation was longer than four years but he could accept the compromise solution in article 8.

Mr. JENARD (Belgium) said that his delegation would prefer a limitation period of three years but could agree to a period of four years, in the interests of achieving a consensus.

Mr. RECZEI (Hungary) said that a limitation period of four years was a purely mathematical compromise between five and three years, which his delegation could accept.

Mr. OGUNDERE (Nigeria) pointed out that all national legislations had different periods of limitation. He could, however, accept the compromise period of four years.

The CHAIRMAN said that there appeared to be agreement regarding article 8, subject to consequential changes if the Austrian amendment to article 9 was adopted.

Article 9

Mr. OLIVENCIA (Spain) said that, as the Working Group had endeavoured to solve all the practical problems connected with the commencement of the limitation period, the resulting text was not very clear. Furthermore, the draft Convention, in article 9 and in article 10, drew a distinction between actions for annulment of a contract and actions deriving from breach of contract, which should in fact be treated in the same manner. A uniform period of limitation should be applied to both types of action and the Commission should attempt to have a consistent language in articles 9 and 10. If the commencement of the limitation period was the same for all claims, the goal of uniformity among the various systems of law would be promoted.