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TIME-LIMITS AND LIMITATIONS (PRESCRIPTION) IN
THE FIELD OF INTERNATIONAL SALE OF GOODS

Note by the Secretary-General

Addendum

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INTRODUCTION

In his notes A/CN.9/16 and Add.1 and 2 the Secretary-General reproduced the studies received from the Governments of Belgium, Czechoslovakia, Norway and the United Kingdom on "time-limits and limitations (prescription) in the field of international sale of goods". The present addendum reproduces the comments of the Government of Nigeria on these studies.

COMMENTS SUBMITTED BY THE GOVERNMENT OF NIGERIA

Original: English
28 July 1969

The sale of goods is a residual matter which falls within the legislative competence of States Government under the Constitution of the Federation. The western and mid-western States are the two States in the Federation which have enacted any law on this subject and this is to be found in the Sale of Goods Law Cap. 115. However, since a sale of goods is an aspect of contract, an action brought under it must fall within the provisions of law with regard to limitation of actions. The present position of the law with regard to the limitation of actions on the subject-matter may be stated as follows:

(i) The Limitation Decree No. 33 of 1966 applies to the Lagos State by virtue of the Lagos State (Applicable Laws) Edict, 1968, while the Limitation Law Cap. 64 applies to the western and mid-western States. Both laws have identical provisions which are as follows:

- (a) Actions founded on simple contract shall not be brought after the expiration of six years from the date on which the cause of action accrued.
- (b) An action upon an instrument under seal cannot be brought after the expiration of twelve years from the date on which the cause of action accrued.
- (c) The period of limitation may be extended in the case of disability, acknowledgement, part payment, fraud and mistake.

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(ii) The northern and eastern States have no legislation on limitation of actions. It would appear, therefore, that these States would apply the rules of English common law, the principle of English Equity and Statutes of General Application which were in force in England on 1 January 1900. In that case, the Limitation Act of 1623 which provided for periods of limitation of classes of actions under the English law would apply to any action based on sales of goods in the northern and eastern States. The relevant provisions of the Limitation Act of 1623 to action founded on contract are as follows:

- (a) An action for the breach of contract must be brought within six years of the breach: after the expiration of that period the action will be barred. (Section 4, sub-section 2.)
- (b) The period of limitation for actions of covenant or speciality is twenty years after the accrual of the cause of such actions. (section 1 of part III.)
- (c) The period of limitation may be extended in the case of disability, acknowledgement, part payment, fraud and mistake. (Section 5-7.)
