

in order to avoid the word "contract".

2) Section 396 in fine says that the offeree " agrees that he will at his discretion either complete or not complete the sale". Is not this defective, the offeree practically agreeing to nothing at all? The French Committee are also of opinion that it is advisable not to speak of agreement in the case of the offeree.

3) May not Section 396 be redrafted by using a wording near to the French Code (art. 1589) or the Japanese Code (art. 556 first paragraph)?

After an examination of these foreign Codes, the French Committee are of opinion that :

a) Section 1589 of the French Code deals only with the agreement for sale by consensual agreement before the sale itself is performed, and not with the unilateral contract of promise of sale within the meaning of Section 396 C. Oblig. (opinion of French commentators, but one),

b) Section 556 of the Japanese Code deals really with the promise of sale within the meaning of Section 396 C. Oblig.; but we call the attention upon this point that in the Japanese Code there is no general provision to say that "if an offer to make a contract is made, the contract is complete only when acceptance reaches the offerer",