

as it has been said in Section 52 C. Oblig.. Then, the Japanese Code was obliged to provide for the matter when dealing with the promise of sale. On the contrary, if we would include a provision similar to the Japanese provision in the matter of promise of sale, we would make a mere repetition of our Section 52, and I am afraid that Section 397 already is a repetition of this kind. Moreover, the system of the Japanese Code is that the contract is complete when the offeree has expressed his intention to complete the sale, whilst the system of the Code of Obligations (s. 397) is that the contract ~~was~~ complete when the notification of the acceptance reaches the other party what is exactly in conformity with our system on offer and acceptance and must be kept.

We are consequently of opinion that no help can be got from the French and Japanese texts. Moreover the German or Swiss Codes let the matter to the general rules on conditional contracts, offer and acceptance.

4) What redrafting may be made to keep account of the above conclusions ?

The French Committee propose :

III. Promise of sale or purchase.

396. - There is promise of sale or purchase as soon as a person agrees to sell or to buy a property to or from another

person who will at his discretion either complete or not complete the sale or purchase.

397. - If the other person notifies his intention to complete the sale or purchase, the promise of sale or purchase has the effect of a contract of sale as soon as the notification reaches the first person.

398. - If no time is fixed for the notification, the person who made the promise can fix a reasonable time and call upon the other person to answer within that time whether he will complete the sale or purchase, or not.

If he does not answer within that time, the first party is no longer bound by his promise.

5th. September 1921.