

# GENERAL AGREEMENT ON TARIFFS AND TRADE

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LIMITED C  
GATT/CP.6/32  
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ENGLISH  
ORIGINAL: FRENCH

CONTRACTING PARTIES  
Sixth Session

ITEM 28: APPLICATION UNDER ARTICLE XXIII  
RELATING TO WITHDRAWAL OF ITEMS  
1021(1) AND 1021(3) FROM GENEVA  
SCHEDULE XX

## Statement by the Delegate of Haiti

The delegation of Haiti does not propose to make another general statement on the matter concerning Haiti, as the reasons underlying its claim are set forth clearly enough in document GATT/CP/115/Add. 2. It would like, however, to draw your attention to the United States Government's memorandum rejecting Haiti's request. This note states:

"...straw matting does not constitute an item for negotiation at Torquay by reason of the withdrawal of the Chinese concessions by the President of the United States, since they did not appear in the public (official) schedule for Torquay. Prior to this withdrawal, Haiti had been given an opportunity to intimate its interest in the matter, but no such intimation was given."

In reply to this objection by the United States, I should like to recall the problem as it arose between the delegations of the United States and Haiti at the Fifth Session of the Contracting Parties at Torquay.

The Republic of Haiti had reached agreement with the French Republic regarding the withdrawal of certain concessions regarding silk under Schedule XXVI (Haiti), negotiated between the two countries at Annecy; and the United States asserted that the modifications could not be approved at once, as they would be prejudicial to its interests. The United States representative, Mr. Brown, apologized for not submitting his objections earlier, but asked for the question to be referred to a working party (cf. Summary Record of the third meeting, 3 November 1950, GATT/CP.5/BR3). The ad hoc Working Party thus set up decided that what was involved was not a modification, but a change in the schedule, and suggested that the two countries should reach agreement as to compensation to be granted by Haiti to the United States for such advantages as the latter felt it had lost. Negotiations were started, and Haiti granted the United States satisfactory concessions in respect of a variety of articles, some of which were not included in the Schedule for Torquay.

It may be felt that the case in point is not identical with the one mentioned above; but the Haitian delegation felt it desirable to refer again to these facts as an example of the spirit of mutual goodwill among the Contracting Parties.

With regard to the delay before Haiti made representations, you will remember that the request was made on 16 November 1950. Taking into account unavoidable delays, and the fact that the representations were made by Haiti before 11 December 1950, the date fixed by the United States President's proclamation for the effective cancellation of the concessions to China, the delegation of Haiti considers that the delay complained of does not justify foreclosure.

This delegation is the first to recognize that a Contracting Party should not wait an unduly long time before submitting its claims, and that the Government of Haiti did send its observations to the United States Government rather late. But the delay does not warrant intransigence on the part of the United States Government, especially as the General Agreement does not lay down any time limit.

In keeping with the good faith which has always prevailed in the negotiations between Contracting Parties, the delegation of Haiti found the United States delegation, at an interview prior to the present meeting, as usual helpful and anxious to meet the request contained in document GATT/CP/115/Add. 2, and now trusts that the United States delegation will make an appropriate gesture for the solution of this question.