

UNITED NATIONS

NATIONS UNIES

ECONOMIC
AND
SOCIAL COUNCIL

CONSEIL
ECONOMIQUE
ET SOCIAL

RESTRICTED
E/PC/T/TAC/FV/28
24 September 1947

SECOND SESSION OF THE PREPARATORY COMMITTEE OF THE
UNITE, NATIONS CONFERENCE ON TRADE AND EMPLOYMENT.

VERBATIM REPORT

TWENTY-EIGHTH MEETING OF THE TARIFF AGREEMENT COMMITTEE
HELD ON WEDNESDAY, 24 SEPTEMBER 1947 AT 2.30 P.M. IN THE
PALAIS DES NATIONS, GENEVA.

Hon. L.D. WILGRESS (Chairman) (Canada)

Delegates wishing to make corrections in their speeches should address their communications to the Documents Clearance Office, Room 220 (Tel. 2247).

Delegates are reminded that the texts of interpretations, which do not pretend to be authentic translations, are reproduced for general guidance only; corrigenda to the texts of interpretations cannot, therefore, be accepted.

CHAIRMAN: The Meeting is called to order.

We will take up where we left off and come to Article XIX - Emergency Action on Imports of Particular Products. This will be found on Page 90 of Document T/212.

Paragraph 1(a): any comments?

M. ROYER (Interpretation): In the eighth line of Paragraph 1(a) of the French text the comma should be deleted after "contractants" and an "s" should be added to the word "quantité".

CHAIRMAN: Are there any other comments on Paragraph 1(a)?

(Agreed).

Paragraph 2: are there any comments?

Mr. SHACKLE (United Kingdom): Mr. Chairman, in the sixth line from the bottom of the English text on Page 92, I think it would read much better if we altered the order and made it read: "action under paragraph 1 of this Article may be taken", omitting any commas.

CHAIRMAN: Are there any objections to this change?

Mr. LEDDY (United States): In line eight, the words "Contracting Parties" should be capitalized.

CHAIRMAN: Yes. Are there any other comments?

M. ROYER (Interpretation): My remarks refer to the French text.

CHAIRMAN: Are there any other comments on Paragraph 2?

Paragraph 3(a): are there any comments? (Agreed).

Paragraph 3(b): are there any comments? (Agreed).

Article XX - General Exceptions. Are there any comments?

Mr. SHACKLE (United Kingdom): Mr. Chairman, I do not know whether we have got to it yet, but there is a wrong reference, I think, in sub-paragraph (d) on page 95 of the English text. Actually, I think the paragraph which refers to concessions by State trading monopolies is now paragraph 4 and not paragraph 3 of Article II.

CHAIRMAN: The reference in sub-paragraph (d) should be to paragraph 4 of Article II, instead of paragraph 3.

Are there any comments on Page 95? (Agreed).

Page 96: any comments? (Agreed).

Page 97: any comments? (Agreed).

Page 98: any comments? (Agreed).

Page 99: any comments? (Agreed).

Are there any comments on the last paragraph on Page 100? (Agreed).

Article XXI - Security Exceptions. Are there any comments?

Mr. LEDDY (United States): The comma after the words "security interests" in the English text on page 100 should be changed to a semi-colon.

CHAIRMAN: Sub-paragraph (b): are there any comments?

M. ROYER (Interpretation): There is an "s" missing from the word "destiné" in the French text of sub-paragraph (b)(ii).

CHAIRMAN: Are there any other comments? (Agreed).

Sub-paragraph (c): any comments? (Agreed).

Article XXII - Consultation. Are there any comments? (Agreed).

Article XXIII - Nullification or Impairment. Paragraph 1; are there any comments?

Mr. SHACKLE (United Kingdom): Mr. Chairman, I presume that the words in Paragraph 1: "or its accompanying Protocol", in the fourth and fifth lines, are intended to be omitted. If so, the reference in

lines 12 and 13 should also be omitted. I take it the reference is not to the Protocol of Provisional Application but to the former Protocol of Signature.

CHAIRMAN: Mr. Shackle is correct.

Are there any other comments on Paragraph 1 of Article XXIII?

Paragraph 2: any comments?

Mr. SHACKLE (United Kingdom): There is another case in which "Contracting Parties" should be capitalized; in the seventh and eighth lines of Page 185.

CHAIRMAN: The first reference to "Contracting Parties" on Page 105 should be in capital letters.

Are there any other comments on Paragraph 2?

M. ROYER (Interpretation): Mr. Chairman, at the end of this text here we have inscribed "the Secretary-General of the United Nations" instead of "the Contracting Parties." In other provisions relating to withdrawal it is the Secretary-General who receives the notice of withdrawal; therefore we thought it would be clearer if all the notices relating to withdrawal were forwarded to the same address. This is not of great importance but it is better to adopt the same procedure everywhere.

CHAIRMAN: Are there any objections to this proposed change? (Agreed). Are there any other comments on Paragraph 2? (Agreed).

We will now take up the Annexes, which are given in Document T/215 - the Report of the Legal Drafting Committee on the Annexes and Schedules attached to the General Agreement.

Annex A - List of Territories referred to in Paragraph 2(a) of Article I.

Mr. A.J. BEYLEVELD (South Africa): Mr. Chairman, in the English text it should read: "Union of South Africa including South-west Africa".

CHAIRMAN: That change will be made.

Are there any other comments on the List of Territories? (Agreed)

Are there any comments on the following paragraph? (Agreed).

Are there any remarks on the next paragraph?

Mr. SHACKLE (United Kingdom): I think there should be a comma after the words "following paragraph" at the bottom of Page 3 of the English text.

CHAIRMAN: A comma will be inserted after the words "following paragraph".

Are there any other comments?

M. ROYER (Interpretation): I read the paragraph as it ought to be printed.

CHAIRMAN: The paragraph on Page 3 is therefore agreed.

Are there any comments on the paragraph on Page 4?

M. ROYER (Interpretation): Mr. Chairman, the square brackets around the words "and hams" are special brackets; they are not brackets signifying deletion, but brackets indicating postponement.

CHAIRMAN: The Secretariat will take note of that in framing the revised text.

M. ROYER (Interpretation): In the last line but one of the French text "ces négociations" should be altered to read "des négociations".

CHAIRMAN: The paragraph is now agreed.

Are there any comments on the paragraph on Page 5? (Agreed).

APPENDIX B - List of Territories of the French Union referred to in Paragraph 2(b) of Article I. Are there any comments on the List of Territories?

M. ROYER (Interpretation): In the heading of the French text "Article I" should be altered to read "L'article Premier."

CHAIRMAN: Are there any other remarks?

Annex B is approved.

Annex C - List of Territories of the Customs Union of Belgium, Luxembourg and the Netherlands referred to in Paragraph 2(b) of Article I. Are there any comments?

Mr. G.A. LAMSVELT (Netherlands): We might delete the word "The" before "Netherlands" in the list.

Mr. LEDDY (United States): Mr. Chairman, with regard to the footnote - "For imports into the metropolitan territories" - is that to apply to all the main territories or is there supposed to be an asterisk beside the territories to which it is to apply?

CHAIRMAN: That is the way it is in the Charter. The note appears at the end of the list of territories, so presumably it applies to them all.

Mr. SHACKLE (United Kingdom): Is it not a fact, Mr. Chairman, that only the metropolitan territories constitute the customs union? Would it not therefore be better to say: "the metropolitan territories constituting" instead of "metropolitan territories of". My point is that I have always understood a customs union does not include colonial territories; therefore I thought the word "constituting" was better than "of".

Mr. LAMSVELT (Netherlands): That is so.

CHAIRMAN: Are there any objections to replacing the word "of" by the word "constituting"?

(Agreed).

Are there any other comments on Annex C?

(Agreed).

S

E/PC/T/TAC/IV/28

Annex D - List of Territories referred to in Paragraph 2(b)
of Article I as respects the United States of America. Are there
any comments?

Mr. LEDDY (United States): Mr. Chairman, there was an unfortunate mistake in the Charter which has been rectified in this draft. In the Charter the Republic of the Philippines is listed as being one of the territories of the United States of America and I was just wondering whether the Secretariat would be good enough to issue an erratum notice on that particular point, because it is a matter of some importance that the error should be corrected.

CHAIRMAN: I will ask the Secretary to reply to this point which has been raised by Mr. Leddy.

Mr. A.E. RITCHIE (Secretariat): This point was raised when the Charter was in proof and it was not possible at that time, apparently, to have the change made. At the present stage it is difficult to have an erratum issued which would reach all recipients of the Charter. We should be happy to issue one and circulate it as far as we were able to do so.

Mr. LEDDY (United States): You will issue a notice on that?

Mr. RITCHIE: Yes.

Mr. LEDDY: Thank you.

CHAIRMAN: It is understood, of course, that it is quite impossible to have this erratum in the hands of each and every person who has a copy of the Charter.

Are there any comments on Annex D?

M. ROYER (France) (Interpretation): There is a modification to bring about in the French text. The word "qui" should be inserted in the fifth line and the words "étaient appliquée" should be deleted.

CHAIRMAN: Is Annex D approved?

Approved.

Annex E. - List of Territories covered by Preferential Arrangements between Chile and Neighbouring Countries referred to in Paragraph 2(d) of Article I.

CHAIRMAN: Are there any comments?

Annex E is approved.

Annex F. - List of Territories covered by Preferential Arrangements between the Lebano-Syrian Customs Union and Neighbouring Countries referred to in Paragraph 2(d) of Article I.

CHAIRMAN: Are there any comments?

The representative of Syria.

M. I. TRABOULSI (Syria) (Interpretation): Mr. Chairman, we agree to adopt as a rule the formula "Lebano-Syrian Customs Union" but this formula, if it were to be adopted here, might lead to some juridical confusion, because the preferential arrangements have not been concluded between the Lebano-Syrian Customs Union, but between Syria and neighbouring countries on the one hand and between Lebanon and neighbouring countries on the other hand. Therefore, if there were no objection, I should prefer that the following form might be adopted: "Between Syria on the one hand

and neighbouring countries, and on the other hand, between Lebanon and the neighbouring countries".

Mr. R.J. SHACKLE (United Kingdom): Might I just raise one point, Mr. Chairman? It is a matter of drafting, probably. As it says "Preferences in force", that is a statement of fact, is it not? Then, as to the territories between which they are in force, Lebanon and Syria and Palestine and Transjordan, I presume for this purpose the Lebano-Syrian Customs Union would be actually the unit concerned, and therefore if we say "in force" is it not correct to say "Lebano-Syrian Customs Union"? I quite appreciate that in the case of the preferential arrangements, the formal completion of them, it would be different, but in describing arrangements which are in force then I think it probably would be accurate to say "Lebano-Syrian Customs Union".

M. I. TRABOULSI (Syria) (Interpretation): Mr. Chairman, if my objection is not justified, then I will not press that point.

CHAIRMAN: I thank the Delegate of Syria. I think that perhaps his observations would be justified in regard to the title and not in regard to the text of the Annex. Perhaps if we had the title to read: "List of Territories covered by Preferential Arrangements between Lebanon and Syria and Neighbouring Countries ..." Is the Delegate of Syria in accord?

M. I. TRABOULSI (Syria): Yes.

CHAIRMAN: Then that change will be made in the title, but the rest of the Annex will remain as it is.

Are there any other comments?

Annex F is approved.

Annex G: - Dates Establishing Maximum Margins of Preference referred to in Paragraph 3 of Article I.

Mr. R.J. SHACKLE (United Kingdom): Mr. Chairman, there is a typographical error which occurs both in the English and the French texts in the date set against Southern Rhodesia. It should be 1941 and not 1944.

CHAIRMAN: That change will be made. Are there any other comments?

Annex G is approved.

Annex H: - Total External Trade of the Territories of the Signatory Governments Signatory to the Final Act for the purpose of making the Determination referred to in Article XXVI.

Mr. R.J. SHACKLE (United Kingdom): "Signatory" in the second line of the title should be in square brackets, should it not?

Baron Pierre de GAIFFIER (Belgium): Mr. Chairman, in the title of Annex H do we need "Signatory" twice? I had not noticed it in the Drafting Committee.

CHAIRMAN: The title should read: "Total External Trade of Governments Signatory to the Final Act for the purpose of making..."

Mr. J.M. LEDDY (United States): Mr. Chairman, it says "Total external trade of the territories ..." I do not think that is what this Article is. It is the percentage. Unless we want to put the figures in? We could do that, but I should just leave "Total" out completely and say "External Trade".

CHAIRMAN: Is it agreed to delete the word "Total"?

Agreed.

Mr. R.J. SHACKLE (United Kingdom): Of course, these are percentages of the global total. I wonder whether we should indicate that. It might help. I do not see that anywhere now. It is obvious, of course, when you look at the column, because you see it is up to 100, but it is not specifically indicated.

CHAIRMAN: Are there any other comments?

Mr. J.M. LEDDY (United States): I think the word ""Country" at the head of the list of countries should probably come out.

CHAIRMAN: The word "Country" will be deleted. Any other comments?

Mr. J.P.D. JOHNSEN (New Zealand): The asterisk at the foot of the page, Mr. Chairman, is in a different form from that in the list of Percentages. Is it intended that there should be no ratification of those respective figures by all of the Delegations?

CHAIRMAN: That asterisk only refers to India and Pakistan. India has given us these percentages as being the proportion in which the 3.3 per cent should be divided between the two countries. We are still awaiting confirmation from Pakistan. It does not affect any but those two countries.

Mr. J.P.D. JOHNSEN (New Zealand): But the asterisk should be in a different form.

CHAIRMAN: Yes, that is a mistake in the typing.

M. ROYER (France) (Interpretation): This Note will disappear from the final text, of course.

CHAIRMAN: After we have the confirmation the Note will disappear.

Mr. E.L. RODRIGUES (Brazil): Why don't we start the title with "Total Composition of External Trade"?

Mr. E. McCARTHY (Australia): There is something in the point. "Total Trade" suggests total figures rather than percentage figures.

Mr. R.J. SHACKLE (United Kingdom): If you had the words "Percentage shares of" in front of "Total External Trade" - "Percentage Shares of Total External Trade of the Governments ..." and so on, it might be clearer.

CHAIRMAN: We had thought we had dealt with this point by deleting the word "Total" but suggestions have been made which probably are an improvement. Mr. Shackle suggests that the heading should read:

"Percentage Shares of Total External Trade of the Territories of the Governments Signatory to the Final Act for the purpose of making the Determination referred to in Article XXVI."

Is that agreed?

Agreed.

The Note on page 13 is suppressed.

Mr. R.J. SHACKLE (United Kingdom): Well, Mr. Chairman, I wonder if it ought to be suppressed, because, after all, it does call attention to a very relevant fact, namely that when one says "United Kingdom of Great Britain and Northern Ireland" that does not mean what it seems to say, but it means the United Kingdom plus its colonial dependencies which are not self-governing. That is a very material fact in considering the figures and I think that that Note should remain. It seems to me that it is very necessary that it should be mentioned.

M. ROYER (France) (Interpretation): Mr. Chairman, we thought that this Note was not indispensable because now the territories which are autonomous in respect of these matters here appear in the list by name; therefore, we thought this Note was not indispensable; but nevertheless if the Delegate of the United Kingdom wishes to press his point, we might keep this Note.

Mr. R.J. SHACKLE (United Kingdom): Mr. Chairman, this document, for those who come after us, may not be nearly so expressive of what we mean as it is to Members of the Committee; so in order to avoid them falling into a trap I think we had better keep this Note here.

Baron Pierre de GAIFFIER (Belgium): Mr. Chairman, I am just wondering whether the expression "Belgium-Luxemburg-Netherlands Customs Union" is quite correct, because, if my knowledge is right, the figure 10.9 includes also exchange between the Netherlands and Belgium and their overseas territories. So I think it would be more correct to put "Belgium-Luxemburg-Netherlands" without "Customs Union". At the same time my colleague from the Netherlands Delegation reminds me that yesterday in this Committee the Meeting took a decision to put "Belgium-Luxemburg-Netherlands" without "Customs Union".

CHAIRMAN: I take it that the Committee has no objection to the deletion of the words "Customs Union" after "Belgium-Luxemburg-Netherlands".

Agreed.

Are there any objections to the proposal of Mr. Shackle to retain the Note on page 13?

Agreed.

The Note will then be maintained.

M. ROYER (France) (Interpretation): In the French text the words "du commerce" must be inserted after the words "en tenant compte": - "en tenant compte du commerce de tous les territoires".

CHAIRMAN: Are there any other comments?

Approved.

Annex I: - Interpretative Notes.

CHAIRMAN: The Note to Article I.

Mr. S. RANGANATHAN (India): Mr. Chairman, there is one very small point which I wish to raise. Is it necessary to have the word "re-application"? Will not "application" be enough? I have one case in mind where the existence of the word "re-application" may not technically be correct. We had a preference for Burma, giving free entry on one commodity, but before the free entry could be legislated for the war came, and, by special dispensation, we continued to levy the duty. Free entry has since been conceded, but after the base date. So if it is "on the application" there will be no trouble, but if it is "re-application" it may be construed that we had granted a new preference after the base date. In practice it is not going to give any trouble, because all the Delegations were notified.

CHAIRMAN: Are there any comments on the proposal of the Delegate of India?

Mr. C.E. MORTON (Australia): Mr. Chairman, that Note was inserted both in the Charter and in the Agreement to take care of what is, in fact, the reapplication of a duty, such classification or rate having been temporarily suspended or inoperative at a certain date. That is to say, it did not operate on one occasion but was temporarily suspended or became inoperative and is now proposed to be re-applied. So the word "re-application" is the

correct one in this text and I am not altogether certain whether changing it to "application" has any significance whatever.

Certainly "re-application" is the correct word to express what was intended here.

CHAIRMAN: I hope the Delegate of India will be satisfied with the explanation given by the Delegate of Australia, because I fear that if the word "re-application" were to be changed to "application" it would be necessary to make adjustments in the latter part of the paragraph in which we refer to "cases in which the application of such classification or rate to such product was temporarily suspended"

Mr. S. RANGANATHAN (India): Well, it is only one isolated case, so I do not want to press my point, but I hope the Committee will bear this in mind and not, later on, say that it is not covered.

CHAIRMAN: I thank the Delegate of India. Are there any other comments on the Note to Article I?

Approved.

The Note to Article I, paragraph 1.

The Note to Article I, paragraph 1 is approved.

M. ROYER (France) (Interpretation): This Note ought to have been underlined, because this is a new draft.

CHAIRMAN: Is the Note approved?

Mr. J. M. LEDDY (United States): Have you passed the note (ii) under ad Article I? I should just like to ask Mr. Morton whether it means substantially the same thing as the original Note.

M. ROYER (France): (reply given under a misapprehension - not interpreted).

Mr. J.M. LEDDY (United States): I was referring to the second

part of the Note to Article I, the beginning part of Article I, not to paragraph 1 of Article I. I think it is alright, Mr. Chairman. I just wanted to get it clear.

Mr. C.E. MORTON (Australia): Well, Mr. Chairman, it seems to me to conform with the ideas which we had when the original Note was brought back to the Charter. This is one of the children of doubtful parentage which was forced into my house, Mr. Leddy being the actual author of the Note. I think if he is also of the opinion that it does state what we intended to state originally, I am content.

Mr. J.M. LEDDY (United States): I am willing to take the risk which I detect in Mr. Morton's reply.

M. ROYER (France) (Interpretation): Mr. Chairman, in the French text the words "de base" remain here. We had asked for their deletion, but they still appear in the third line of (ii) on page 14.

(Further remark concerned only a typographical error in the French text)

CHAIRMAN: Are there any more remarks on the Note to Article I, paragraph 1?

Approved.

The Note to Article II.

M. ROYER (France) (Interpretation): Mr. Chairman, in the French text the following words have been left out: "Paragraph 2(b): Voir la note relative au paragraphe 1 de l'article 1".

CHAIRMAN: Is that approved?

Approved.

The Note to Paragraph 3 of Article II. Are there any comments?

The Note to Paragraph 3 is approved.

Mr. J.M. LEDDY (United States): Mr. Chairman, to go back: - In Article II the reference, I think, is to paragraph 4, not to paragraph 3. It is the same change as we made before.

There should also be a comma after "concession" in line 6.

Mr. C.E. MORTON (Australia): Mr. Shackle will have to look out. Mr. Leddy is rapidly catching up on him with his commas!

CHAIRMAN: Article V. The Note to Paragraph 5 at the top of page 16.

Agreed.

The Note to Article VI.

Paragraph 1. Agreed.

Paragraph 2.

M. ROYER (France) (Interpretation): Most probably the former text had been drafted by an Irishman!

Mr. J.M. LEDDY (United States): A half Irishman, Mr. Chairman!

CHAIRMAN: Are there any comments on paragraph 2?

Agreed.

CHAIRMAN: The Note to Paragraph 7: are there any comments?
(Agreed).

The Note to Article VII, Paragraph 1: are there any comments?
(Agreed).

The Note to Paragraph 2 of Article VII: any comments?
(Agreed).

The Note to Article VIII, Paragraph 4: any comments?
(Agreed).

The Note to Article XI, Paragraph 2(c): any comments?
(Agreed).

The Note to Paragraph 2, last sub-paragraph: any comments?
(Agreed).

The Note to Article XII, Paragraph 3(b)(i): any comments?
(Agreed).

The Note to Article XIII, Paragraph 2(d): any comments?
(Agreed).

The Note to Paragraph 4: any comments?
(Agreed).

The Note to Article XIV, paragraph 3: any comments?

M. ROYER (Interpretation): The word "judé" has been omitted from the French text.

CHAIRMAN: Are there any other comments?

Baron DE GIFFIER (Belgium): In the English and French texts, Mr. Chairman, "Contracting Parties", in the first and second lines on Page 25, is in capital letters in English but not in French.

CHAIRMAN: The change will be made in the French text.

Are there any other comments?

M. ROYER (Interpretation): After the words "le Fonds monétaire international" the fullstop must be replaced by a comma.

I wonder if the Belgian Delegation would have any objection to replacing the word "pertinents" by the word "appropriés"?

CHAIRMAN: Is there any objection? (Agreed).

Are there any other comments on the Note to Article XIV?

(Agreed)

The Note to Paragraph 6(b) of Article XIV: any comments?

M. ROYER (Interpretation): There is just a modification in this paragraph, which refers only to the French text.

CHAIRMAN: Are there any other comments on the Note to Paragraph 6(b)? (Agreed).

The Note to Article XV, Paragraph 4: are there any comments?

Mr. MORTON (Australia): On page 26, in the 16th line, we have the words "contravene against"; is not the word "against" redundant?

M. ROYER (Interpretation). This is a typographical error. The word "against" had been deleted.

CHAIRMAN: The word "against" should be deleted.

M. ROYER (Interpretation): Two words have been omitted from the French text, seven lines before the end, after "prendre exemple".

CHAIRMAN: Are there any other comments on the Note to Paragraph 4 of Article XV?

Mr. SHACKLE (United Kingdom): Two lines from the end of page 26, in the English text, the word "licensing" should be spelt with an "s".

CHAIRMAN: Are there any other comments? (Agreed).

The Note to Article XVII, Paragraph 1: any comments?

M. ROYER (Interpretation): The Legal Drafting Committee did not change the draft of Paragraph 2 of this Note, but nevertheless we thought the information which was given to the unfortunate reader

was rather scarce; we tell him that he has to apply regulations governed by the relevant articles of this Agreement, without specifying what are these Articles.

MR. SHICKLE (United Kingdom): It is rather late in the day to try to remedy this omission. I assume the Article is the one relating to national treatment.

CHAIRMAN: Are there any other comments?

BARON DE GLIFFIER (Belgium) (Interpretation): Mr. Chairman, I would like to ask M. Royer if he would not agree to replace the word "pertinents" by the word "appropriés".

M. ROYER: I agree.

CHAIRMAN: I take it the Committee is agreed that the second paragraph should remain in the way it is now. (Agreed).

Are there any other comments on the Note to Paragraph 1 of Article XVII? (Agreed).

The Note to Paragraph 1(a) of Article XVII: any comments?

M. ROYER (Interpretation): On Page 28, four lines from the end of this paragraph, we should delete the word "sur" after "diriger".

CHAIRMAN: Are there any other comments? (Agreed).

The Note to Paragraph 1(b): are there any comments?

BARON DE GLIFFIER (Belgium) (Interpretation): Mr. Chairman, if we insert the words "sub-paragraph (c)" in the first part of Page 27, we ought also to insert the words "sub-paragraph (a)" in this paragraph.

CHAIRMAN: The brackets should be taken out.

The Note to Paragraph 1(b) is agreed.

The Note to Paragraph 2: any comments?

M. ROYER (Interpretation): Quotation marks should be inserted after the word "produits" and before the word "marchandises" in the

first and second lines of the French text, because in the French text we might have "produits et marchandises" or "produits" and "marchandises" separately.

CHAIRMAN: Is the Note to Paragraph 2 approved? (Agreed).

The Note to Article XXIV, Paragraph 5: any comments?

M. ROYER (Interpretation): The word "pas" has been omitted from the French text.

CHAIRMAN: Are there any other remarks on the Note to Paragraph 5 of Article XXIV? (Agreed).

MR. LEDDY (United States): Mr. Chairman, I am going to leave the discussion at this point, but before doing so I just wanted to say I think the Committee is very fortunate indeed in having had the services of M. Royer as Chairman of the Legal Drafting Committee. I think he and his colleagues have done a remarkable piece of work in a very short time and we should all be greatly indebted to them for their efforts.

CHAIRMAN: I am sure all Members of the Committee will endorse unanimously the remarks just made by Mr. Leddy.

M. ROYER (Interpretation): Mr. Chairman, I would like to tell Mr. Leddy how grateful I am for the kind words he has just spoken, but I think these words apply more to the other Members of the Committee than to myself. We certainly all feel very happy in accomplishing this task, which was very arduous, if the carrying out of our task has enabled Members of the Committee to terminate their work at an earlier date than would have been possible, perhaps, in other circumstances.

CHAIRMAN: We will now take up the Final Note in the Annex of Interpretative Notes. The text of this Note has not yet been approved by the Committee and therefore it is now open for discussion. Are there any comments?

Mr. SHACKLE (United Kingdom): Mr. Chairman, whilst I do not think this Note is quite as we would have wished to see it, I am prepared to recommend it to London, after hearing about the discussions which have taken place on this subject, as being a text which they might do well to work on. I shall have to send them a cable about it. I rather assume it will have their agreement. If there is any comment, of course, the Committee will be acquainted with it at the earliest possible moment, but I rather think it will be accepted.

Mr. J.W. EVANS (United States): Mr. Chairman, perhaps I should be a little cautious myself in indicating the possibility, although I think it is a very slight possibility, that Washington might slap our wrists for having said this now. It is quite a departure from the Protocol we originally inserted but we felt it was the most reasonable compromise between the various views which have been expressed here. It would not have the effect of prejudicing the obligations which might or might not exist, but it would simply neutralize this Agreement so far as the occupied areas are concerned. We believe it will be acceptable to Washington but we will make it known if that is not the case.

CHAIRMAN: The Delegate of the Netherlands.

Mr. LAMSVELT (Netherlands): Mr. Chairman, I would like to know if we are discussing at the present moment the text of the Final Note, given in Document T/215, or also the latest proposal of the Delegation of the United States, in Document W/344. I take it we are discussing the text in Document T/215 at the moment.

CHAIRMAN: I should have pointed out that the text we are discussing is that given in Document T/215; that is, the revision made by the Legal Drafting Committee of the Note proposed by the Delegation of the United States in Document W/344. I think that for the purposes of discussion we can take the text adopted by the Legal Drafting Committee, as that is the form in which it will appear.

Mr. LAMSVELT (Netherlands): Thank you.

Baron DE GAIFFIER (Belgium) (Interpretation): Mr. Chairman, I know how delicate it would be to change any of the words of this draft which is now before us, but, nevertheless, as I read the draft the first part says the contracting parties have made no commitments in the General Agreement on Tariffs and Trade. This first part of the sentence does not seem very useful to me because in the General Agreement there is no provision relating to this question of the Occupied Territories. Therefore we are stating here something which is already stated, if only implicitly, in the General Agreement.

If, on the other hand, we said that the contracting parties have no power to commit themselves here in regard to this question, then we would be saying something useful; we would be providing interesting information to the forthcoming reader of the Agreement and we would be adding something constructive to the text of this Note.

M. ROYER (Interpretation): Mr. Chairman, first of all I think that, from the point of view of the French reader, some clarification is necessary by adding, in the fifth line of the French text, before the words "concerne des territoires occupés", the words which were dropped by mistake.

As regards the first part of this sentence, it seems to me that it has a certain legal value. If this first part of the sentence did not appear here, then the case of undertakings which exist implicitly in the Agreement relating to the militarily occupied territories would not be covered. It seems to me this first part ought to be inserted to give satisfaction to the United States Delegation.

As regards the form in which this text could be drafted, it might be improved and I think the form which was proposed by M. de Gaiffier does not differ much from the present drafting. Nevertheless, this text is better because it is clearer.

CHAIRMAN: The Delegate of the Netherlands.

MR. LAMSVELT (Netherlands): Mr. Chairman, as you know, this Final Note has already a long history. It would be acceptable to my Delegation and, in our opinion, it might be the best solution not to have any further alteration.

CHAIRMAN: The Delegate of Australia.

MR. E. McCARTHY (Australia): Mr. Chairman, our view from the outset was, I think, that we would prefer to see no reference at all to this matter in the Annexes, but, as the drafts succeeded each other, we thought we should make some effort to reach agreement on a compromise, and the present Note, though far from what we think we might accept, is subject to confirmation from Australia. But even as it stands now, we would like a little alteration to make it clear that the contracting parties have made no commitment one way or the other on this subject of the part which the areas under military occupation will play.

There is just a hint in the drafting as it stands now that the contracting parties have made no commitments to apply the General Agreement on Tariffs and Trade which might suggest that the areas under military occupation are exempt from the provisions of the Agreement.

One suggestion I have which should at any rate make the point clear, even if the final word on drafting has yet to be said, is: "The contracting parties have made no commitment in the General Agreement on Tariffs and Trade in respect of the applicability of the Agreement to the areas under military occupation." We think that makes it clearer that the contracting parties have made no decision or even given an opinion one way or the other. If that were accepted, we would wish to add a few words to make it clear that we are referring to the trade of the contracting parties with the areas under military occupation.

Perhaps, as a basis of discussion, by suggesting the full wording we have here, it would be the same as the Note in the draft down to "The contracting parties have made no commitments in the General Agreement on Tariffs and Trade in respect of" and then insert the words: "its applicability to the trade", then omit the words "of and with" and replace them by "between the territories of the contracting parties and"; then omit the words "The question of the applicability of the Agreement to such areas" and put in their place "this matter".

CHAIRMAN: Are there any comments on the revised text proposed by the Delegate of Australia?

The Delegate of the United States.

MR. EVANS (United States): Mr. Chairman, I am not at all sure that the suggestion made by the Delegate of Australia changed the sense of the Note; at any rate, the meaning seems to be what we had intended in our proposed draft and if it is acceptable to the other interested Delegations we would be glad to accept the changes.

CHAIRMAN: The Delegate of China.

MR. C.H. CHEN (China): Mr. Chairman, as the United States Delegate has indicated that he would be prepared to accept the changes, we think it would be better to drop the whole matter and not to make any reference to it in this Agreement. If a Note is to be added at all, we would prefer to support the text proposed by the United Kingdom Delegation, as circulated in their White Paper. At the same time we would like to reserve our position on this matter and have asked for instructions from our Government. So far we have not received any reply.

CHAIRMAN: Are there any other comments?

Mr. SHACKLE (United Kingdom): Mr. Chairman, I should be prepared to recommend my Government to accept the revised text suggested by Mr. McCarthy.

There is just one question I should like to ask; I assume that neither of these texts can be regarded as ousting the nullification and impairment Article. The nullification and impairment Article talks about "the application by another contracting party of any measure, whether or not it conflicts with the provisions of this Agreement." Nothing is said in either of these suggested texts - I presume I am correct in saying this - that in no case would a territory occupied by a contracting party be exempt from the provisions of Article XXIII.

CHAIRMAN: The Delegate of the United States.

Mr. EVINS (United States): Mr. Chairman, it is our opinion that Mr. Shackleton's interpretation is correct, both in regard to our draft and to the draft as revised by Mr. McCarthy. The nullification clause would still be operative.

M. ROYER (France) (Interpretation): Mr. Chairman, I think that in our Final Note here we ought to reach a final note of agreement and compromise and therefore I think that we ought not to complicate matters here.

The advantage of the first text which was submitted to the Legal Drafting Committee was that this text left absolutely no doubt as to the applicability of the provisions of Article XXIII. It seems to me that the text which Mr. McCarthy has now proposed to clarify matters seems to cast a certain doubt and one may draw the conclusion from Mr. McCarthy's drafting that the provisions of Article XXIII are not applicable in respect of these territories. Therefore it seems to me that the previous text was better in that respect.

Now, as regards Article XXIII, the French draft of Article XXIII has as yet no proper title, and I think that the correct title for Article XXIII should be "Protection des concessions".

Dr. G.A. IAMSVELT (Netherlands): Mr. Chairman, I think that M. Royer is quite right, that the insertion of the word "applicability" has raised the doubt of which M. Royer speaks. Therefore, I repeat that the Netherlands Delegation would prefer to retain the text which has been drawn up by the Committee.

CHAIRMAN: The Delegate of Belgium.

Baron Pierre de GAIFFIER (Belgium) (Interpretation): Mr. Chairman, this morning we acknowledged M. Royer's high qualities, and, therefore it may seem that this is the moment to bow before his juridical capacity.

Mr. R.J. SHICKLE (United Kingdom): I feel myself, Mr. Chairman, that there certainly is an element of doubt introduced in Mr. McCarthy's proposed text with the introduction of these words "its applicability to the trade" because its applicability must include the

applicability of the Nullification and Impairment Article which is part and parcel of it; whereas if we say that we have made no commitments that does not exclude the possibility of this point:- whether or not it conflicts with this Agreement.

Therefore, on second thoughts, I think perhaps the original text is better if we want to be sure that the Nullification clause can be invoked.

Mr. E. McCARTHY (Australia): Mr. Chairman, my point is not really to clarify the draft. It seems to me there is a difference in substance between the two drafts. One, that is the draft of the Committee, does seem to me to suggest that the contracting parties have made no commitments in the General Agreement on Tariffs in respect of trade, which means that the areas under military occupation might be considered to be exempt from the provisions of this. You say the contracting parties have made no commitments in the General Agreement on Tariffs in respect of these people, therefore it does not apply to them. Well, that is not our intention. Our intention is to say that we have made no commitments one way or the other; we have not decided whether it is applicable to them or not. I agree that the second sentence does perhaps clear the point, but what we wish to say is that we have not considered whether it applies to them or not; not that we have not made any commitments in respect of They are two different things.

I am quite prepared to consider alterations in drafting but first I should like to know whether that distinction is recognised and, if it is recognised, what then does the Committee desire? We are clear what we want. I am quite prepared to take other views on the meaning of the words, but that is what is really influencing our attitude.

Mr. J.W. EVANS (United States): Mr. Chairman, I have a feeling that, while Mr. McCarthy's point is a substantive one, the substantive differences in our points of view are not as great as he may feel. It is quite clearly our intention in our draft, and I also think it was a proper interpretation of his draft, that at the present time the provisions of the Agreement do not in fact apply to the Occupied areas in the sense that an obligation has been undertaken to apply them. I do not think that either draft pre-judges the question as to what decision may later be made as to the application of the provisions, but it seems to me that any draft which would be acceptable must necessarily imply that, in fact, at the present time no commitment has been undertaken to apply the provisions to the Occupied areas, though they might be applied in future. There is no obligation at the present time. Whether such obligation might be undertaken later on is, I think, left wide open by the present draft.

Mr. E. McCARTHY (Australia): Mr. Chairman, on the point of the application of the Nullification and Impairment clause, does not the same objection as put forward in that respect apply to the second sentence of this Final Note draft? The question of the applicability of the Agreement to such areas is reserved. If you are reserving the applicability of it, how can you apply a particular clause of that Agreement to them?

Mr. R.J. SHACKLE (United Kingdom): Mr. Chairman, in certain earlier versions of this text we had the words "without prejudice to the possible application of Article XXIII". I am wondering whether it might not be good to re-introduce those words. They might come at the beginning of the Note:

"Without prejudice to the possible application of Article XXIII, the contracting parties and so on.

Would that not clear the point?

M. ROYER (France) (Interpretation): Mr. Chairman, this phrase which has just been mentioned by Mr. Shackle was deleted, or was not inserted, at my request, and the examination of this question was taken up again by the Members of our sub-Committee, and we came to the conclusion that it was better not to insert such a phrase because one might infer from its insertion that in the case of other Interpretative Notes these words should not apply, the words "without prejudice to" etc.

Furthermore, the question was raised by certain Delegations in regard to other Interpretative Notes also, and we were able to convince those Delegations that this addition was not in such cases necessary and might even be dangerous in certain cases. Therefore it was better to drop all reference to the Provisions of Article XXIII on Nullification and Impairment.

Nevertheless, we wonder if the second sentence should not be modified slightly. I see quite well the objection which the Australian Delegate has made to the second sentence, but it seems to me that in the Australian proposal the draft spoke of "no commitments" etc. in the first sentence and therefore the question was not only reserved but it seemed settled, but in the second sentence here the question is just reserved and not settled.

CHAIRMAN: Could we now perhaps come to an agreement to keep the first sentence of the Final Note as it is in Document T/215, and change the second sentence to read:

"This question is reserved with a view to further study at an early date".

Dr. G.A. LAMSVELT (Netherlands): Mr. Chairman, I could agree to that.

CHAIRMAN: Are there any objections?

Mr. E. McCARTHY (Australia): Well, I am afraid, Mr. Chairman, I have to rather press that point; that there is a difference in saying that you made no commitments in respect of those areas. I still think you can read that to mean that they are exempt; that there is a decision that you are not applying the Agreement to them. Whereas what I am trying to get at is that no decision has been made. I repeat it does seem to me that when you say the contracting parties have made no commitment in respect of the areas under military occupation, you can read that to mean that that decision has been made that the Agreement shall not apply to them. All I want to say is that no decision has been made, and to say that as plainly as we can, so that it will then fit in with the second sentence which says that the question of applicability will be dealt with at a future date.

You might run the two together in the way which has been suggested by the Delegate of China: "The question of the applicability of the Agreement to areas under military occupation is reserved with a view to further study at a future date". That just covers the whole thing. We have not dealt with it; we have rescinded it.

Baron P. de GAIFFIER (Belgium) (Interpretation): Mr. Chairman, it seems that the latest proposal made by Mr. McCarthy is somewhat similar to the point of view which was upheld by our Delegate, M. Forthomme, and therefore we would be ready to agree to this suggestion. If the Committee is rather reluctant to refer to Article XXIII, and if we want to avoid referring to this Article, I wonder if this difficulty could not be met by quoting a sentence of Article XXIII, which could be inserted as a last sentence to the Final Note:

"The contracting party may, with a view to the satisfactory adjustment of the matter, make written representations or proposals to the other contracting party or parties which it considers to be concerned".

Mr. J.W. EVANS (United States): I sympathise with the purpose of the suggestion of the Delegate of Belgium, but I have an idea that that would be rather a difficult solution. I think you would have to go further back in the Nullification and Impairment Clause and pick up some earlier words, and we would find that this Note consisted of Nullification and Impairment Clause subject matter. I should have thought that the application of the Nullification and Impairment Clause was taken care of in other wordings which we adopted here.

In view of the question which Mr. Shackle has asked, and the fact that no-one has raised any question of its applicability, I think that this could be greatly simplified if it could simply stand on the record in that respect, and that we should not attempt to write this in such a way as to ensure that it covers the Nullification and Impairment Clause.

If that is not the position, however, I think a better way to accomplish our purpose, better, that is, than any direct or indirect reference to the clause, might be to say in the second line of the draft in Document T/215: "have made no commitments in the provisions of the General Agreement on Tariffs" and so forth.

In the cross-reference between that and the Nullification and Impairment Clause you would find that the Nullification and Impairment Clause refers to "whether or not it conflicts with the provisions of this Agreement" and I think that might meet the point.

Mr. R.J. SHACKLE (United Kingdom): Mr. Chairman, I would like to support Mr. Evans's suggestion, and I would rather like to suggest a slight amendment and say instead of "in the provisions of" "under the substantive provisions of". The whole thing would be:-

"The contracting parties have made no commitments under the substantive provisions of the General Agreement on Tariffs" and so on. I think that would make the whole thing much clearer.

CHAIRMAN: Would that meet the point of the Australian Delegation?

Mr. E. McCARTHY (Australia): Well, I am afraid I still see the same objection. I was wondering whether the word "decisions" instead of "commitments" in this Final Note as it stands here would be acceptable.

Mr. J.W. EVANS (United States): Mr. Chairman, in the first place I would like to comment, on Mr. Shackleton's suggestion, that it does not seem to me to offer a very satisfactory solution. I think it simply means that some more questions would be raised as to what are substantive provisions and what are not.

I still feel strongly that there is no possibility of interpreting either of these proposed drafts, mine or Mr. McCarthy's, as excluding the use of the Nullification and Impairment Clause. I am really prepared to go back to the Final Note as suggested by the Legal Drafting Committee or to accept Mr. McCarthy's original changes, but I do not think we could change the actual substance; I do not think we could accept the last change which Mr. McCarthy has suggested - not because we disagree with his purpose, but because there is an ambiguity there, too. The question whether the decision has been taken could be read in two ways. I think that no decision has been taken by this Meeting as to whether ultimately, at some time, in the near future, or at a time not yet determined, the substantive provisions of this Agreement will be applied to the Occupied Areas; but a decision has been taken that no commitment has been made at the present time regarding them. If you say no decision has been taken, that leaves us the possible later question as to whether a commitment

was undertaken here and that is what we want to make clear:- that no commitment has been taken by the Occupying Countries on behalf of those areas, or, for that matter, by any other party to the Agreement in regard to the Occupied Areas. I think it is very clear that that is a statement of fact - that no commitment has been taken, and I think if we leave the original wording we do make that clear.

M. ROYER (France) (Interpretation): Mr. Chairman, I would like to revert now to the definition of an Interpretative Note. An Interpretative Note is a Note which is attached to the Agreement to avoid possible disputes on the interpretation of the Article. If Mr. McCarthy's note were introduced here I think that it would possibly give rise to forthcoming conflicts of interpretation. The Note would mean that some Delegations think that there are commitments and some Delegations take the opposite view - that there are no commitments. Therefore, by inserting this Note we would sanction a disagreement on an interpretation, which would give rise to future conflict.

I think that Mr. Evans was quite right here, and that we have decided that the Occupying Powers have taken no commitments vis à vis the territories which they occupy and that the other contracting parties have made no commitments either with regard to those territories. But if this is what we want to say, and if it is clear from the juridical point of view, we must state it in a very recise way. But to draft an Interpretative Note which would only be a source of forthcoming conflict is something which we really cannot do, and, in fact, rather than to do that it would be better not to insert any Note at all.

To take into account the observation made by Mr. Shackle

I wonder if a solution would not be to insert the word "specific" before the word "commitment":- "The contracting parties have made no specific commitments in the General Agreement"

Mr. R.J. SHACKLE (United Kingdom): Mr. Chairman, that would meet our suggestion.

CHAIRMAN: The Delegate of Chile.

M. Angel MAIVOVICH (Chile) (Interpretation): Mr. Chairman, I did not intend to speak here, but, like some other Delegations, I have been listening to this discussion as a spectator, and it seems to me now that the principal actors cannot reach a decision and, as this discussion has lasted now for almost an hour and a half, and as we are all very tired with listening to this debate, I think it would be good to adopt the solution just proposed by the French Delegate.

Proposals have been made by the United States, the United Kingdom, the Australian Delegation and also by the Legal Drafting Committee, and I was able to see that the United Kingdom and the United States Delegates, although they were not completely satisfied with the text which was proposed by the Committee, were ready, nevertheless, to agree to this text. And then a new statement of the Australian Delegation complicated the matter further. Therefore, it seems to me that the solution is either to accept the text proposed by the Committee, which does not give complete satisfaction to some Delegations but nevertheless seems to be acceptable to most of the Delegations: or, on the other hand, for the Delegations concerned to meet again, let us say, tomorrow morning, come to an agreement on a text which would be acceptable by the Committee, and then at that time we should be ready to listen to their new explanations with a complete goodwill.

CHAIRMAN: I quite agree with the Delegate of Chile that too much time has already been occupied by the discussion on this question, but I fear it would not be practical to defer this matter until tomorrow, because some of the principal actors to whom he has referred wish to leave Geneva, and therefore, it is desirable, if it is at all possible, to reach agreement tonight. I believe we are approaching agreement. The Delegate of France has made a very constructive suggestion, in suggesting the addition of the word "specific" before "commitments". I would like to ask the Delegate of Australia briefly to inform us if that would be acceptable to him and if he could then accept the text as given in Document E/215.

The Delegate of Australia.

Mr. E. McCARTHY (Australia): Mr. Chairman, before answering that, if I could just contribute one more turn to the performance, I would like to say that I do suggest that the main point that I made has not been answered, and I would put it this way:-

This Agreement which we have before us commits us to do certain things to our trade. It requires that we undertake various obligations in regard to the trade between our various countries. Then we wind up by saying: "The contracting parties have made no commitments" (we have made all sorts of commitments amongst ourselves, but we have made no commitments) "....., in respect of trade of and with the areas under military occupation". Now I say that is not the meaning that is intended, but that is the meaning that can be read into it. Now, am I right or wrong on that point?

CHAIRMAN: Before asking the other side of the House to reply to the question just asked by Mr. McCarthy, I would ask them

at the same time to reply to a question which I wish to put to them. Would they be agreeable, now that M. Royer has proposed the addition of the word "specific" before the word "commitments" to accept the wording suggested by the Delegate of Australia: that is "in respect of its applicability to trade between the territories of the contracting parties and the areas under military occupation."

Mr. R.J. SLACKLE (United Kingdom): Mr. Chairman, it seems to me that we must recognise a matter of fact which there is no getting away from - that some countries concerned in this matter are not prepared at this stage to enter into specific commitments, and have, in fact, not done so. Therefore, it would be a simple statement of fact if we made the first sentence read, as M. Royer has proposed, "The contracting parties have made no specific commitments". It is no use trying to find a form of words which evades that issue. Those countries are not prepared to make commitments and we had better, therefore, keep that sentence as it stands. If we were to introduce "specific" into the other version, so that it would read "The contracting parties have made no specific commitments in the General Agreement on Tariffs in respect of its applicability" that simply leaves a sort of ambiguous statement. It leaves it unclear whether particular countries have or have not committed themselves as regards the general applicability of the Agreement, and it seems to me that that is, at any rate, an obscurity. Whereas the first sentence of the text in Document T/215, with the addition of the word "specific" will at once make a clear statement of inevitable fact and, at the same time, will not prejudge the position as regards the applicability of the Nullification and Impairment Clause. So I would suggest very strongly that we adopt the first sentence with the addition of the word "specific".

CHAIRMAN: The Delegate of Australia.

Mr. McCARTHY (Australia): I would like an answer to my question, Mr. Chairman, whether this means that the trade with the occupied areas is free. If so, is that the intention?

Mr. EVANS (United States): Mr. Chairman, I should have thought it is very clearly our intention, so far as the United States Delegation's proposal is concerned. We have not undertaken any commitments; nothing in the document commits the Occupying Authorities with respect to their trade with the occupied areas, nor does it commit any other signatory with regard to its trade with those areas.

I think it is equally true that we have undertaken no such commitment: neither has Australia or any other country undertaken a commitment here to extend Most-Favoured-Nation treatment to the Occupied areas. In other words, the answer to Mr. McCarthy's question, so far as we are concerned, is "Yes".

I think, however, I should qualify that by saying it does not mean we have decided here at Geneva that we will not, in fact, in the future apply these provisions to those areas. It is not an attempt to prejudge whatever decision may be taken at Havana with regard to the applicability of the provisions of the Charter to those areas. What it means is that, so far as this Agreement is concerned, there is no commitment.

Mr. McCARTHY (Australia): Mr. Chairman, if it is the view of the Committee - and I judge this from the statement which Mr. Evans has just made - that pending consideration of the applicability, the trade between these areas is quite free of any restriction of any sort, I think we would just have to report to our Government. That is all we could do, because their view is that no decision should be taken one way or the other, but the present position is that the fact that no decision has been taken to apply it means that it does not apply.

My understanding, when I attended the meeting of the sub-committee yesterday morning, and during the discussion this afternoon, was that the intention of the Committee was to decide that it would not deal with it. When I say it has dealt with it, in effect, by saying that it will not apply, it has not decided that it does apply. Therefore, in effect, it does not apply.

CHAIRMAN: May we then accept provisionally the text as given in Document T/215, with the addition of the word "specific" before "commitments", as proposed by M. Royer? Perhaps the Delegations which are concerned in this matter would then endeavour to obtain the concurrence of their Governments to this clause and, if they do so, inform the Secretariat.

If their Governments cannot agree, I suggest there should be another informal discussion between the Delegations concerned, after which we could hold a meeting of this Committee to consider the matter. It would be understood, of course, that any such meeting would have to be without the benefit of Verbatim Reporters or Interpreters.

Mr. EVANS (United States): Mr. Chairman, I wonder if I might suggest, whilst accepting that decision, when the Delegations do report this to their Governments, in cases of any doubt they might bear in mind a statement which I believe the United States Delegation has made here before and which I shall be very glad to repeat: that it is the intention of the United States to study the matter and, at the earliest possible date, enter into an agreement with other Members with respect to the application of all or as much of the General Agreement as is possible to the Occupied Areas. It is possible that that may make a decision for the acceptance of this Note a little easier for some of the other countries involved.

CHAIRMAN: Is that agreed?

(Agreed).

Mr. JOHNSEN (New Zealand): Mr. Chairman, there is just one small amendment needed to the text. I think the title of the Agreement is "General Agreement on Tariffs and Trade."

CHAIRMAN: Yes, the words "and Trade" should be added after "Tariffs."

On Page 30 of Document T/218 you will find, under "Schedules" a note to the effect that the Schedules of Tariff Rates would follow at this point. Are there any comments on this note?

(Agreed).

There is one more point which we have to clear up; that pertains to the decision to include Article I in Paragraph 2(a) of Article XXIX, which has the effect that Article I of the Agreement shall also be suspended and superseded by the corresponding provision of the Charter. The Committee will recall that we only agreed to this provisionally at one of our meetings last week and it is now necessary to confirm this definitively.

At the time, the Delegate of Australia said some Delegations would have to have time to consult with their Governments. I will now ask the Delegate of Australia, or any other Delegates, whether they are now in a position to give an answer regarding the decision whether or not to include this paragraph of Article I in Article XXIX.

(To the Delegate of Australia): I take it you are now in a position to give a definitive decision.

Mr. McCARTHY (Australia): Our position is that we advised Australia about the change in Paragraph 2 and I think we are in a position to agree, but we would just like to get it confirmed, because it means we have now to tell them about the change in the proposal. I think we could agree subject to confirmation.

CHAIRMAN: Are there any other comments?

I therefore take it the Committee is in accord with this decision which we made provisionally last week end, subject to confirmation by the Australian Delegate, we can confirm that decision.

We have come to the end of our work for the time being.

The Committee, however, is not to be dissolved; it will be kept in being subject to the call of the Chair. The reason for this is that there may be matters arising which may require a decision of the Committee; therefore it is just as well it should be kept in suspense.

The only matters which are likely to arise would be, perhaps, confirmation of this Final Note regarding Germany, Japan and Korea, or matters pertaining to the procedure for giving effect to the signature of the Final Act.

The Tariff Negotiations Working Party will be meeting from time to time in connection with their responsibility for having a general review of the tariff negotiations, and there may be certain recommendations of the Tariff Negotiations Working Party which will require confirmation by this wider body. This will not, however, necessitate Delegations keeping top-level representatives here for that purpose, because I do not think many questions of importance are likely to arise in that connection or matters which could not be referred home, for decision and confirmation by the Committee afterwards.

I wish also to add that the Secretariat will prepare the clean texts of the General Agreement, together with the Annexes, both in English and in French, and also the clean texts of the Final Act and the Protocol of Provisional Application in bilingual form. It is hoped to have these available by Friday morning next

and Delegations will be asked to submit any comments which they may have regarding the text to the Secretariat before Monday morning, because the Legal Drafting Committee is meeting again on Monday to have a final review of the texts and clean up any inaccuracies which may have escaped our notice, so that we may have a complete text some time next week.

I should also like to mention that it is not possible for us to keep any longer in Geneva our very efficient and hard-working Verbatim Reporters and Interpreters, who have served us so well up to now; their services are badly needed elsewhere and they will be departing for New York tomorrow. Therefore, if any further meetings of this Committee are held, we shall have to improvise some arrangements for transacting our business in the two working languages.

The Delegate of Cuba.

Mr. SERGIO I. CLARK (Cuba): Mr. Chairman and Fellow Delegates, I wish to say a few words of thanks to our Chairman, Mr. Wilgress, for the capable, efficient and impartial way in which he has conducted the discussions on the very difficult matters that we have dealt with in this Tariff Agreement Committee. Throughout the Sessions of this Committee Mr. Wilgress has demonstrated once more his qualities of leadership which have already been evidenced by his various other conference activities. I am sure we all of us appreciate his spirit of fairness and justice and recognize that he is largely responsible for the success of our discussions here.

We who have been privileged to work with him will always remember the important role Mr. Wilgress has played so well to bring our Sessions to a happy conclusion. (Loud applause).

CHAIRMAN: I wish to thank the Members of the Committee, and in particular Mr. Clark for his very kind words. If there has been any success attained by this Committee it is, in my view, entirely due to the Members of the Committee, and I think we can all congratulate ourselves on the work we have accomplished.

There is one particular branch of the Organization, however, to whom I think a special measure of gratitude is due. I wish to refer to our very hard-working Secretaries. No Member of the Committee, I think, is aware, as I am aware, of the hard work they have put in. They have worked at nights and on Sundays and have always been able to present us with documents in time, and, in other words, have carried out the work connected with the Conference in an efficient and admirable manner.

I think we owe a great debt of gratitude to Mr. Lacarte and Mr. Ritchie for the hard work they have put in on our behalf.
(Applause).

The meeting of the Tariff Negotiations Working Party will take place now in Room 218.

The Meeting is adjourned.

(The Meeting rose at 5.30 p.m.).