

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

VERBATIM REPORT

TWENTY-FIFTH MEETING OF THE TARIFF AGREEMENT COMMITTEE  
HELD ON SATURDAY, 20 SEPTEMBER 1947 at 10.30 A.M. IN  
THE PALAIS DES NATIONS, GENEVA.

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

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CHAIRMAN: The Meeting is called to order.

We are assembled this morning to consider the Report of the Legal Drafting Committee on Part III of the General Agreement. I will ask M. Royer, the Acting Chairman of the Legal Drafting Committee, to make some introductory remarks regarding this section of their Report.

M. ROYER (France) (Interpretation): Mr. Chairman, I wish to be extremely brief. The Legal Drafting Committee had to work in all haste and had to work on moving texts which would change in the course of the examination by the Committee itself of this text. Therefore a certain number of errors managed to slip in the draft which is now before you.

There is one I should point out straight away which is very important, that is, that the word "et" has been omitted in sub-paragraph 2 (a) in the fifth line on page 23 of the draft. This word is a very important word; "et" will have to be added. Nevertheless there is one point I should like to point straight away, that is, that once we have gone over this text with the Legal Drafting Committee, that we should have another look at it to see that the text is quite correct, that the observations have been taken care of and that no errors have been overlooked.

We have not made any important alterations in the draft which is now before you, and we have only made those alterations that were strictly necessary to get a clearer and more accurate text.

As regards the words "Contracting Parties", we have made no change in these words - I am speaking of Contracting Parties acting jointly as a Committee - but nevertheless I wonder if it would not be clearer from the typographical point of view to have the whole of the words printed in capital letters and not only the first two letters.

As for the translation into French of the word "Annexes" into "listes" we have made no alteration in Article XXXIV, but we have included Annexes A to I in that Article, and therefore there is still the possibility of using the word "Annexes" instead of "Listes" in the French, and putting an asterisk in front of that word stating that in Canada the word Annexes appear and have same meaning as the word "listes".

These are all the observations I have to make, Mr. Chairman, at the moment. In the course of the discussion other points may arise.

CHAIRMAN: Are there any comments on the points referred to by Mr. Royer, particularly his reference to the words "Contracting Parties" in capital letters, and the use of the word "Annexes" instead of "Listes" in the French text? Are there any comments? No comments.

We can now deal with these points as we come to them in the text.

We will now take up the report of the Legal Drafting Committee which is given in Document T/209, by going through it Article by Article and paragraph by paragraph.

That being agreed, we come first to Part III, Article XXIV: Territorial Application - Frontier Traffic - Customs Unions.

Paragraph 1. The Delegate of Chile.

M. Angel FAIVOVICH (Chile) (Interpretation) Mr. Chairman, I would like to know what corresponds to the word "chacun" which has been inserted in the French text in relation to the original draft.

M. ROYER (France) (Interpretation): We took over the terminology which was used in the Article of the Charter; otherwise, if we had not inserted the word "chacun" one could have construed

that text as meaning that this applied to the whole of the territories and what we mean here is that the rights and obligations apply in respect of each customs territory.

M. Angel FAIVOVICH (Chile) (Interpretation): Mr. Chairman, I agree with the explanation which has been given by Mr. Royer.

CHAIRMAN: I should like, with the consent of the Committee, to invite M. Royer to take a seat at the head of the table, where I think he would be in a better position to give the explanations which are necessary as we go through this draft.

M. ROYER (France): Thank you very much.

CHAIRMAN: Are there any other comments on paragraph 1?

Agreed.

Paragraph 2 - sub paragraph (a); sub-paragraph (b);  
Are there any comments?

Paragraph 3 - sub-paragraph (a).

M. ROYER (France) (Interpretation): In the French text there is a mistake; the word "aux" in the fourth line of page 4 has to be deleted.

CHAIRMAN: It is in this paragraph 3 that we come across the words "CONTRACTING PARTIES" in capital letters instead of just a capital C and capital P. Are there any observations on that point?

Sub-paragraph (b).

M. ROYER (France) (Interpretation): Delete in the French text in the ninth line the word "proposees".

CHAIRMAN: Are there any other comments?

## Sub-paragraph (c)

M. ROYER (France) (Interpretation): In the French text the word "Contractantes" has also to be in capital letters.

CHAIRMAN: Are there any other comments?

Paragraph 4. Any comments?

Mr. L.E. COUILLARD (Canada): I take it that M. Royer wants to keep the quotation marks in "union douanière" and not in "customs union".

M. ROYER (France) (Interpretation): Regarding the deletion of the quotation marks around the words "union douanière" in French, the French speaking delegates thought it was necessary to keep these quotation marks; but, on the other hand, the English speaking delegates thought these quotation marks would serve no useful purpose in the English text.

CHAIRMAN: Does that explanation satisfy Mr. Couillard?

Mr. L.E. COUILLARD (Canada): Yes.

CHAIRMAN: Are there any other comments on paragraph 4?

Paragraph 5. Are there any comments?

CHAIRMAN: Are there any comments on Paragraph 6?

Mr. L. E. COUILLARD (Canada): Mr. Chairman, the English text of Paragraph 6 reads: "take such reasonable measures as may be available to it." The translation, as I understand it, is "shall take all measures which may be available to it." The word "reasonable" has been dropped and the word "such" has been changed to "all."

M. ROYER (France) (Interpretation): On the first point, although the French Delegation does not think the word "raisonnable" is indispensable, nevertheless it is only due to a typographical error; <sup>that</sup> the first part of the brackets was put before the word "raisonnables" in the French text.

As regards the second point, we have taken this text over from the text of the Charter and in French the word "toutes" may have the equivalent of "the" in such cases; therefore it does not mean "all" in this case. The corresponding Article of the Charter is Article 99, Paragraph 5.

Mr. COUILLARD (Canada) (Interpretation): I agree that this is only a typographical error.

M. ROYER (France) (Interpretation): As regards the formula here, the draft uses the words "de son territoire" instead of the words "qui dépendent d'elles" which are now in brackets. This formula has been used because the words "qui dépendent d'elles", meaning depending from it, could have been applied to overseas territories and not to the metropolitan territory.

CHAIRMAN: Are there any other comments on Paragraph 6?

Mr. JOHNSEN (New Zealand): Mr. Chairman, was there any particular reason for changing "ensure" to "assure"?

M. ROYER (France) (Interpretation): It seems to me there is a difference in the usage of the English and American languages on that point.

Mr. LEDDY (United States): I should say that as "assure" it used in the Charter it is better.

Mr. JOHNSEN (New Zealand): I think there is a certain American influence there.

M. ROYER (France) (Interpretation): We had to reach a compromise between the American and English languages. We re-inserted the "u" in endeavour, but we had to follow the American suggestions regarding the dates.

CHAIRMAN: The word "assure" is in the Charter.

Are there any other comments on Paragraph 6?

We now come to Article XXV - Joint Action by the Contracting Parties. Are there any comments on Paragraph 1?

Mr. LEDDY (United States): The period ought to be taken out after the word "Agreement" in the ninth line, Mr. Chairman.

CHAIRMAN: Are there any further comments on Paragraph 1?

Paragraph 2: are there any comments?

Paragraph 3: are there any comments?

Paragraph 4: here we have a Note by the Legal Drafting Committee.

Mr. SHACKLE (United Kingdom): Mr. Chairman, I think it will be very desirable to make it possible for postal and telegraphic voting to be used. I should think that, at any rate in the various stages, there may very well be need for almost continuous operation and I do not see how we can rely upon that being done if there is not some provision for postal and telegraphic voting. I should therefore be in favour of making the change suggested in the footnote, to read: "majority of the votes cast."

CHAIRMAN: Are there any objections to this proposal?

(Agreed).

Are there any other comments on Paragraph 4?

Paragraph 5; sub-paragraph (a): are there any comments?

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

Article XXVI - Acceptance, Entry into Force and Registration.

Are there any comments on Paragraph 1?

Are there any comments on Paragraph 2.

M. ROYER (France) (Interpretation): Mr. Chairman, we had to work very hard on this Paragraph 2 and it was extremely difficult for us to express exactly what we had in our minds. Eventually it was the English text which was drawn nearer to the French text.

Mr. LEDDY (United States): Mr. Chairman, is the Agreement which is going to result to be set up in English and French on the same pages? If that is not going to be done, how will it be set?

CHAIRMAN: In two separate copies.

Mr. LEDDY (United States): Will the same procedure be followed with the Protocol of Signature and the Final Act?

CHAIRMAN: Yes; that has been our understanding up to now; that there will be an original English text and an original French text, both of which will be signed.

M. ROYER (France) (Interpretation): Mr. Chairman, I do not know if it is really indispensable to have two different copies for the Final Act and for the Protocol of Provisional Application. I think that for these two documents we could envisage only one bilingual copy. As for the Agreement itself, it is for material reasons that we could not decide to have only one copy regarding the Annexes.

Mr. SHACKLE (United Kingdom): Mr. Chairman, I should have thought it better to have a uniform practice, in order to avoid confusion; either to have a bilingual copy or two separate copies in English and French.

CHAIRMAN: I think we are in accord that the Agreement itself, on account of the Annexes and Schedules, has to be in two separate forms, one French and one English. If we wish to consider later on the question of putting the Final Act and the Protocol of Provisional Application into bilingual form, we can take that up when we come to consider the Legal Drafting Committee's reports on these two documents.

Mr. COUILLARD (Canada): I take it, Mr. Chairman, that the exceptions which will be made in the case of some Schedules which may not be authentic in either French or English were overruled in this general provision.

CHAIRMAN: Our decision was that each Schedule would be authentic in either English or French or in both languages, at the option of the country whose Schedule was concerned. The way it was decided to provide for this was to put in parentheses at the top of the Schedule the words: "Authentic in the English text only" or "authentic in the French text only," if it was to be authentic only in one of these two languages. For this reason it was not considered necessary to refer to that here,

I do not know if that decision is a good one or not, but that is the decision we reached and that is why the Legal Drafting Committee did not deal here with the texts which are authentic only in English or only in French.

M. ROYER (France) (Interpretation): Mr. Chairman, if there are any doubts on that point, although it does not seem indispensable to me, we could add a point to this effect in Article II, where mention is made of the Schedules.

Mr. SHACKLE (United Kingdom): Might it not be well to do that for precaution's sake?

CHAIRMAN: Are there any other views on this point as to whether or not it would be just sufficient to refer in the Schedules to the fact that any particular Schedule is authentic only in English or in French?

Mr. LEDDY (United States): I think that would do the trick, Mr. Chairman; if you specifically say in the Schedule that it is authentic in one language only, I think that should be sufficient.

CHAIRMAN: That was the view we had when we were considering this matter previously in the Committee. Is that still the general opinion or does Mr. Shackle wish to press his point?

Mr. SHACKLE (United Kingdom): No, Mr. Chairman, I do not want to insist. If the legal expert is satisfied, that is good enough for me.

CHAIRMAN: I think the Chairman of the Legal Drafting Committee expressed the opinion that it was not indispensable to refer to it here.

Are there any other comments?

Paragraph 3: are there any comments?

Paragraph 4: are there any comments?

Mr. SHACKLE (United Kingdom): Mr. Chairman, in the fourth line the word "territories" should read "territory." It is in the singular in the French and it was in the singular in the earlier draft. I think this must be a typographical error.

CHAIRMAN: Are there any other comments on Paragraph 4?  
Paragraph 5; sub-paragraph (a).

Mr. SHACKLE (United Kingdom): Mr. Chairman, have we left Paragraph 4, because it strikes me it would be best to say, in the sixth line from the end, "such territory" instead of "such a territory." The previous text had no "a" and I do not see why the "a" has crept in here.

CHAIRMAN: It will read "such territory."

Are there any other comments on Paragraph 4?

M. ROYER (France) (Interpretation): We must add a comma after "contracting parties" in the French text, four lines before the end of the paragraph.

CHAIRMAN: Is Paragraph 4 now in order?

Paragraph 5 (a): are there any comments?

Paragraph 5(b): are there any comments?

Mr. LEDDY (United States): Mr. Chairman, there is just a small point on sub-paragraph (b). It says that this Agreement shall not enter into force until a decision on supersession has been reached. Now there is a Protocol of Provisional Application which says the Agreement shall be applied on January 1. Is the construction there to be that, applying it provisionally, you cannot apply it until a decision has been reached under the supersession clause? I think we should add <sup>after</sup> "shall not enter into force" the words "under this paragraph." That would put it in order.

Also, I believe there should be a comma after the word "paragraph" in the third line of sub-paragraph (b).

CHAIRMAN: Are there any objections to this proposal by Mr. Leddy?

Accordingly the words "under the present paragraph" will be added after the words "enter into force", and a comma after the word "paragraph" in the third line.

Are there any other comments?

We will pass on to Article XXVII.

Mr. SHACKLE (United Kingdom): Mr. Chairman, the word "in" seems to be missing between "set forth" and "the appropriate Schedule" in lines 6 and 7. It should be "set forth in the appropriate Schedule."

CHAIRMAN: That was a typographical error.

Mr. SHACKLE (United Kingdom): Yes; it should replace the comma.

Mr. LEDDY (United States): We should take out the erroneous comma and insert one after "Agreement."

CHAIRMAN: The title reads: "Withholding or Withdrawal of Concessions."

Are there any other comments on the first paragraph?

Article XXVIII -- Modification of Schedules. Are there any comments on Paragraph 1?

Are there any comments on Paragraph 2(a).

M. ROYER (France) (M. Royer's remarks related only to the French text),

CHAIRMAN: Are there any other comments on Paragraph 2(a)?

Paragraph 2(b). The figure 2 will be deleted before (b).

Are there any other comments on this sub-paragraph?

Article XXIX - Relations of this Agreement to the Charter for an International Trade Organization. Are there any comments on Paragraph 1?

Mr. SHACKLE (United Kingdom): Should it not be a small "p" in the first line of the French text?

M. ROYER (France) (Interpretation): The French text which you have before you now has, in practice, been replaced by the text which appears at the bottom of the page.

CHAIRMAN: Are there any comments on Paragraph 2(a)?  
The Delegate of Chile.

M. FAIVOVICH (Chile) (Interpretation): Mr. Chairman, I would like to point out that the word "et" is missing from the fourth line of the French text in sub-paragraph (a). It should be inserted between the word "premier" and the words "de la Partie."

CHAIRMAN: The Chairman of the Legal Drafting Committee called our attention to this at the beginning of our meeting. It is a very important omission and of course the word "et" should be there.

Are there any other comments on Paragraph 2(a)?  
No further comments on Paragraph 2(a).

M. ROYER (France) (Interpretation): In the French text, in the fourth line of Page 24, the words "aux autres parties contractantes" should be replaced by "aux parties contractantes" and the words "parties contractantes" should appear in capital letters, as they do in the English text. At the same time, it seems to me that the draft which has been adopted by the Committee is somewhat ambiguous and that the Committee should make a decision on this point.

CHAIRMAN: Are there any comments on the remarks of the Chairman of the Legal Drafting Committee.

Mr. J.M. LEDDY (United States): Mr. Chairman, with regard to the words "within sixty days of the closing of the United Nations Conference on Trade and Employment any contracting party may lodge with the Contracting Parties ..." Well, I think the first meeting of the Contracting Parties is scheduled for about March 1 and I think that probably it would be better to say that any contracting parties wishing to lodge an objection should let the other contracting parties know, since no meeting of the Contracting Parties as a Committee may have taken place.

CHAIRMAN: I take it that, if Mr. Leddy's suggestion is approved, the words of the third line on page 24 would read "may lodge with other contracting parties", "contracting parties" being in small letters. Are there any comments on this suggestion of Mr. Leddy?

Mr. R. J. SHACKLE (United Kingdom): I think it will be advisable to make that change, Mr. Chairman.

CHAIRMAN: Any objections?

Agreed.

Then the French text will read as it is now on page 24.

Are there any other comments on paragraph 2 (a)?

Mr. J.M. LEDDY (United States): Mr. Chairman, this reads that the contracting parties shall, within sixty days, "confer to consider the objection and to agree ...." I think that might possibly be open to the construction that agreement must be reached within sixty days, but it was intended that it was the meeting which should take place within sixty days. I think it could be taken care of by changing the word "and" to "in order" so that it would read "confer to consider the objection in order to agree.."

M. ROYER (France) (Interpretation): I wonder if we could not draft the English text to agree with the French.

Mr. J.M. LEDDY (United States): I think it is a bit awkward to translate. Really I think in the English text it is simpler to change "and" to "in order".

CHAIRMAN: Does that require any changes in the French text?

M. ROYER (France) (Interpretation): I think that the French text is perfectly clear as it stands.

CHAIRMAN: Are there any objections to the proposal of Mr. Leddy to change the word "and" after "objection" to the words "in order". Is that agreed?

Agreed.

Are there any other comments on paragraph 2 (a)?

Paragraph 2 (b)?

Paragraph 3.

Mr. J.P.D. JOHNSEN (New Zealand): Mr. Chairman, I have a small point to raise on this paragraph. The present text reads "If any contracting party has not accepted the Charter when it has entered into force, the contracting parties shall confer to agree whether, and if so in what way, this Agreement, insofar as it affects relations between the contracting party which has not accepted the Charter and other contracting parties, shall be supplemented or amended."

Now some of the other contracting parties may not have accepted the Charter either. I was wondering whether we should put in there "which has not accepted the Charter and other contracting parties which have accepted the Charter".

Mr. J.M. LEDDY (United States): Mr. Chairman, I see no need for limiting further the scope of this paragraph.

Mr. J.P.D. JOHNSEN (New Zealand): It was only a suggestion, Mr. Chairman. I would not insist on it.

CHAIRMAN: Are there any other comments on the point just made by Mr. Johnsen?

M. ROYER (France) (Interpretation): Mr. Chairman, I would support what Mr. Leddy has just said, because, if we followed Mr. Johnsen's proposal, we should have the following case arise:- If two countries do not accept the Charter, then, according to Mr. Johnsen's proposal, we could rule the situation between those two countries and the other contracting parties, but the relations of the two contracting parties which have not accepted the Charter would not be provided for.

CHAIRMAN: Mr. Johnsen does not insist on his proposal, so, unless there are any other comments, can we leave it as it is?

Are there any other comments on paragraph 3?

Paragraph 4.

Mr. G.E. MORTON (Australia): Is life so short, Mr. Chairman, that we cannot say "on the first day of January 1949"?

M. ROYER (France) (Interpretation): Mr. Chairman, on this point a discussion took place between the English-speaking experts and, as a compromise, we agreed to the formula "January 1 1949", similar expressions appearing in the Charter.

Mr. J.M. LEDDY (United States): Mr. Chairman, I wonder whether we should say that "On January 1, 1949 .... the contracting

parties shall meet". Would it not be better to say "During January 1949"?

Mr. C.E. MORTON (Australia): As a Scotsman, I think meeting on 1st January is very inappropriate!

Mr. J.M. LEDDY (United States): I suggest that we say: "During January 1949" and then in the fourth line from the last say: "shall arrange to meet".

CHAIRMAN: Are there any comments on these suggestions of Mr. Leddy?

M. ROYER (France) (Interpretation): Mr. Chairman, I would agree to the first suggestion stating that the meeting shall take place during January 1949, but the second suggestion is somewhat disturbing, because it could be construed to mean that this meeting can be postponed indefinitely. I quite see the point that it might be very difficult for Scotsmen to meet on the 1st January because then they might find themselves in a most unfavourable position! But nevertheless we can agree to meeting in the course of January.

CHAIRMAN: Are there any objections to the proposal to change "On January 1" to "During the month of January"?

Agreed.

Are there any other comments on the proposal of Mr. Leddy to insert the words "arrange to" before "meet". Mr. Leddy does not insist on this proposal so we shall leave the rest of the text as it is.

Are there any other comments on paragraph 4?

Dr. G.A. LAMSVELT (Netherlands): Can we then keep in the word "date" - "on such earlier date" and "on such later date"?

Mr. J.M. LEDDY (United States): It would have to be "at such earlier time" and "at such later time".

CHAIRMAN: I think the Netherlands Delegate is quite right and then we should have to change the words in the third line to "or at such earlier time".

Mr. R.J. SHACKLE (United Kingdom): And again in line six, "or at such later time".

CHAIRMAN: Is that agreed?

Mr. J.M. LEDDY (United States): There is one other small point. I think probably the word "should" in the third line from the bottom should be "shall": "whether this Agreement shall be amended", because what we have in mind is that they should reach agreement on the amendment.

M. ROYER (France) (Interpretation): Mr Chairman, we must change this conditional into the future. We have to use the future tense because we refer to a preceding paragraph, 2 (a), and if we adopt the conditional there would be a sort of anomolous situation, because in paragraph 2 (a) on page 24 we find: "confer to consider the objection and to agree whether the provisions of the Charter to which objection has been lodged, or the corresponding provisions of this Agreement .... shall apply." So the provisions of this Agreement shall apply.

CHAIRMAN: Is the Committee agreed to change the word "should" to "shall" in paragraph 4?

Are there any objections?

Agreed.

Are there any other comments on paragraph 4?

Paragraph 5.

M. ROYER (France) (Interpretation): In the English draft, on p. 26, five lines from the end of the paragraph, the figure "3" has to be deleted after the word "Article" and added after "2". It should read: " paragraphs 2 or 3 of this Article."

Mr. R. J. SHACKLE (United Kingdom): Mr. Chairman, I have a point here. I think that we should say "2, 3 or 4". The reason why I suggest that is that if you look at paragraph 4 you will see that that is what happens should the Charter not have entered into force or ceased to be in force. Should that situation arise and the contracting parties come to some agreement as to what they are to do in these circumstances, I see no reason why the other signatories of the Final Act should not be informed, just as they will be informed under paragraphs 2 or 3. So I

suggest that this should read "2, 3 or 4".

CHAIRMAN: Are there any comments on this suggestion of Mr. Shackle?

Is it agreed that we should put "under paragraphs 2, 3 or 4 of this Article" at the end of this paragraph?

Agreed.

Are there any other comments on that paragraph 5?

Article XXIX: Amendments.

Paragraph 1.

M. ROYER (France) (Interpretation): Mr. Chairman, in the French draft some words have been omitted after the words "Article XXIX" (this only refers to the French text), the words corresponding to the English "or of this Article". Also there is another correction to make in the French text, in the fourth line from the bottom of the page. (This correction refers to the French text only)

Mr. Angel FAIVOVICH (Chile) (Interpretation): Mr. Chairman, ought we not to say "Amendments to the provisions of Part I of the Agreement with the exception of Article I of this Part I in accordance with the provisions of paragraph 2 of Article XXIX"?

M. ROYER (France) (Interpretation): Mr. Chairman, the Legal Drafting Committee examined the point which has just been raised by the Chilean Delegate and, after this examination, we decided to alter the text to the original draft here. As you can see, the former draft only covered modifications which could be brought to the Schedules and modifications which could not be considered as amendments. Now the text has a wider scope and covers the case in which the automatic supersession of the Articles of the

Agreement by the Articles of the Charter is carried out, and the reason why we did not insert Article I here as an exception is the following: -

We thought that it was the sense of the Committee that the only way to amend Article I, without applying the rule of unanimity, was by superseding the Articles of the Agreement - that is to say, Article I of the Agreement - by the corresponding Article of the Charter, once the Charter had been adopted; but that if any other amendment were to be inserted into Article I at a later date, then the rule of unanimity should come into force. This was the reason why we decided not to mention here Article I as an exception, as we say here in the text: "Except where provision for modification is made elsewhere in this Agreement" and this covers the case of supersession of Article I by the corresponding Article of the Charter. But in the case of further amendments to that Article we think that the Committee would decide that they would have to be carried out following the rule of unanimity.

CHAIRMAN: That was also my understanding of the sense of the Committee when we were considering this question the other day.

Mr. Angel FAIVONJH (Chile) (Interpretation): Mr. Chairman, if such is the interpretation given by the Committee on this point, I shall accept it; but nevertheless I should have preferred that that exception should have been inserted here.

CHAIRMAN: Are there any other comments? Are there any other comments on paragraph 1?

Paragraph 2.

No further comments on paragraph 2?

Article XXXI: Withdrawal.

Are there any comments on this Article?

M. ROYER (France) (Interpretation): Mr. Chairman, you will notice that we have inserted the following words at the beginning of this Article:

"Without prejudice to the provisions of Article XXIII or of paragraph 2 of Article XXX"

We inserted these words following a discussion which took place here and in which the Delegate for China, if I remember rightly, pointed out that there seemed to be a contradiction between the provisions of Article XXXI and corresponding provisions of the Charter which provided for the possible withdrawal of a Member / <sup>under</sup> different conditions. I should like to point out that a comma has to be inserted after the words "Article XXX" and that there must be no blank space in the text. Therefore the text will read: -

"Without prejudice to the provisions of Article XXIII or of paragraph 2 of Article XXX, any contracting party may ..."

Mr. R. J. SHACKLE (United Kingdom): Do we not need to introduce a reference here to Article XXVIII, paragraph 2 (a) and (b)? Because there, in cases where there is failure to agree upon some change or modification of Schedules, the contracting party may withdraw upon thirty days' notice. That surely is one of the cases which ought to be mentioned in this enumeration in addition to Article XXIII and Article XXX.

Mr. R. J. SHACKLE (United Kingdom): Should we not also insert a reference here to paragraph 2 of Article XXVIII concerning (a) and (b) of this Article, because these are cases in which, if there is failure to agree upon some change or modification of the Schedule, a Contracting Party may withdraw at 30 days notice. That, surely, is one of the cases in which it is enumerated in this Article in addition to Article XXX.

Mr. Chairman, I am sorry I am wrong. I see it is to withdraw ~~from the~~ concessions and not withdraw from the Agreement.

CHAIRMAN: Are there any other comments on Article XXXI?

Mr. J. M. LEDDY (United States): There may be some possible ambiguity in this Article. The first sentence says that any Contracting Party may withdraw on or after January 1, 1951, but the last sentence says that withdrawal shall take effect upon the expiration of six months. I think the intention was that while a country's withdrawal can take effect on January 1 1951, it must have given notice six months prior thereto. In order to avoid the possible construction that th's means withdrawal cannot be made effective until six months after January 1 1951, I should like to propose the insertion in the last sentence of the English text of the phrase: "on or after January 1 1951" after the word "effect" so that it would read "The withdrawal shall take effect on or after January 1 1951, upon the expiration of six months ..... "etc. etc.

I notice in the French text that with respect to separate customs territory it provides that notice of withdrawal may not be given before January 1 1951. I think this probably should be changed/<sup>so as</sup>to permit 6 months notice, terminating on January 1 1951," so that the withdrawal would become effective on that date.

CHAIRMAN: Are there any objections to the proposal just made by Mr. Leddy?

M. ROYER (France) (Interpretation): Mr. Chairman, I would like to ask Mr. Leddy whether it would be possible to give notice of withdrawal beginning say, in August 1950.

Mr. J.M. LEDDY (United States): Yes.

CHAIRMAN: Are there no objections to the proposal of Mr. Leddy? Agreed.

Any other comments on Article XXXI? *No.*

Article XXXII - Contracting Parties. Paragraph 1.

Mr. J.M. LEDDY (United States): Mr. Chairman, the present text may lead to a situation in which a Government has accepted the Agreement under Article XXVI, but the Agreement has not entered into force under that Article, and the Government has not provisionally applied it. Such a Government should not be deemed to be a contracting party. I think the matter might be handled by recasting the sentence to read as follows: "The contracting parties to this Agreement shall be understood to mean those Governments who are applying the provisions of this Agreement under Article XXVI or pursuant to the Protocol of Provisional Application". It would make it clear that no Government is a contracting party unless it is applying the Agreement in either of these two ways.

CHAIRMAN: Mr. Leddy proposes to change the text of the fourth line to read as follows: "which are applying the provisions of this Agreement under Article XXVI or pursuant to the Protocol of Provisional Application". Are there any objections to this proposal?

Mr. J.P. JOHNSON (New Zealand): Would it be clearer if we put

"through acceptance under Article XXVI" instead of just "under Article XXVI"?

Mr. J.M. LEDDY (United States): Article XXVI covers both the entry into force and the acceptance. It is better to leave it that applying under Article XXVI it must be accepted. Article XXVI contains the acceptance and the entry into force.

CHAIRMAN: Mr. Johnsen, are you satisfied with that explanation?

Mr. J.F. JOHNSON (New Zealand): I am satisfied.

CHAIRMAN: I take it that the Committee is in agreement with regard to the changes proposed by Mr. Leddy. Are there any other comments on paragraph 1? Agreed.

Paragraph 2. Are there any comments? Agreed.

Article XXVIII - Accession.

M. ROYER (France) (Interpretation): Mr. Chairman, the question has been asked of the Legal Drafting Committee whether "Accession" should not be used in the French text, but after referring it to the due authorities the conclusion was reached that "Adhesion" was the accurate translation of "Accession".

CHAIRMAN: Are there any comments on Article XXVIII?

Article XXIV - Annexes.

Mr. J.M. LEDDY (United States): Mr. Chairman, I would not say "Annexes A to I are hereby made an integral part of this Agreement". That seems to lead the reader to suppose that Annexes J and K are not. I do not see why we cannot say "The Annexes to this Agreement are hereby made an integral part of this Agreement". Is there any need for saying "Annexes A to I".

Mr. G.E. MARTIN (Australia): It indicates the number of Annexes.

M. ROYER (France) (Interpretation): Mr. Chairman, the only purpose of this indication was to facilitate a decision in the Committee about the French translation of Schedules. If this purpose is not retained there is no point to be served by these letters.

CHAIRMAN: The Members of the Committee will recall that Mr. Leddy, in his introductory remarks, made suggestions as to how it would be possible to get over the difficulty occasioned by the fact that the Canadian Delegation wished to describe their schedule in French by the word "Annexes" and this, I take it, is one of the objections why the Legal Drafting Committee made this change.

In Article XXXIV another suggestion M. Royer made was that the Committee would make an exception in the case of the Canadian Schedule of the word "Annexes" keeping the word "Listes" in the General Agreement.

Have members of the Committee any views on this question?

Mr. J.M. LEDDY (United States): Mr. Chairman, I would withdraw my suggestion.

CHAIRMAN: Are there any other comments on Article XXXIV?

This brings us to the conclusion of our consideration of the Report of the Legal Drafting Committee, Part III of the General Agreement. I think the fact that we have been able to conclude our consideration of this part of the Agreement in such a short time is a great tribute to the work of the Legal Drafting Committee, and I am sure I am expressing the thanks and appreciation of all the Members of the Committee to M. Royer and his collaborators for having worked so hard and so long in having the text

available for us this morning. I think we also owe a great debt of gratitude to the Documents Department for having been able to distribute this text to us in time to enable us to give consideration to this document on this occasion.

I have been struck throughout this Conference by the efficiency of the Documents Office and therefore I am very glad to have this opportunity of paying a tribute to the work they have done on this occasion.

I would now like to ask M. Royer if it would be possible for us to meet on Monday morning to consider other sections of the Report of the Legal Drafting Committee.

M. ROYER (France) (Interpretation): Mr. Chairman, I do not believe it will be possible to hold a session of the Committee on Monday morning, for the simple reason that we will work this afternoon on the other parts of the General Agreement and it will not be possible tomorrow to prepare the text to be circulated to the Committee. Therefore, I think it would be better to let the Drafting Committee work to-day and Monday morning and let the Secretariat circulate the report on Tuesday.

CHAIRMAN: I might also add to M. Royer's remarks that it would be almost a case of impossibility for the Secretariat to produce the documents on Monday morning because the Documents Office does not work on Sundays unless special provision is made for that, and the Secretariat have not at present the facilities for enabling the Documents Office to work on Sunday.

Accordingly, I propose that we meet on Tuesday morning at 10.30 to consider the remainder of the Report of the Legal Drafting Committee. Is that agreed?

The Meeting is adjourned.

The Meeting rose at 12.15.