United Nations Conference on the Law of Treaties

Vienna, Austria
First session
26 March – 24 May 1968

Document:-
A/CONF.39/C.1/SR.58

58th meeting of the Committee of the Whole

Extract from the *Official Records of the United Nations Conference on the Law of Treaties, First Session (Summary records of the plenary meetings and of the meetings of the Committee of the Whole)*

Mr. JACOVIDES (Cyprus), and Mr. MAIGA (Mali), said he was in favour of the Ghanaian proposal, the sole purpose of which was to indicate clearly that the Committee had approved the principle embodied in article 50 and all the Drafting Committee had to do was to improve the drafting.

92. Mr. TABIBI (Afghanistan), supported by Mr. ARIFF (Malaysia), said the Committee would remember that the practice in the case of the other forty-nine articles had been that after the substantive amendments had been adopted or rejected, the Chairman had declared that the article under consideration had been approved and had been referred to the Drafting Committee together with the drafting amendments. If it was now held that the Committee must take an express decision on article 50, that might reopen the decisions taken on the other forty-nine articles. The reference of the article with the amendments to the Drafting Committee necessarily meant that the substance of the article had been approved.

93. Mr. RUEGGER (Switzerland) said he supported the Uruguayan representative's view. All that the Committee had decided had been to refer a number of amendments and the text of article 50 to the Drafting Committee. It was the first time that any delegation had pressed for a vote on the principle contained in an article under consideration. The amendment by Greece, Finland and Spain (A/CONF.39/C.1/L.306 and Add.1 and 2), which had been referred to the Drafting Committee, appreciably modified the substance of article 50. If any delegation pressed for a vote on the present text of article 50, the Swiss delegation would have to vote against it, as it knew neither the present nor the future content of the article.

94. Sir Francis VALLAT (United Kingdom) asked what a vote on the principle of article 50 would mean. A number of delegations had said they were in favour of the principle of *jus cogens* but against the text of article 50, and if that article was put to the vote immediately, the United Kingdom delegation would have to vote against it. The Committee would do better to await the results of the Drafting Committee's work before taking a final decision.

95. Mr. JIMENEZ DE ARECHAGA (Uruguay) said he considered that the reference of the two remaining amendments to the Drafting Committee meant that, in the Committee's view, those amendments did not modify the substance of the text. The Drafting Committee's work would perhaps make it possible to reach broader agreement on the substance. To vote immediately on article 50 would be to deprive the Drafting Committee of any possibility of modifying it. He asked the Chairman to give a ruling on the subject under rule 22 of the rules of procedure.

96. The CHAIRMAN said that article 50 was being referred to the Drafting Committee on the clear understanding that the principle of *jus cogens* had been adopted and that the Drafting Committee was now being called upon, in view of the suggested changes, to have another look at the text and see whether it could be made clearer. That was the meaning of the decision and there was no question of debating the principle of *jus cogens* again when the text was reported back from the Drafting Committee.

97. Mr. JIMENEZ DE ARECHAGA (Uruguay), Mr. DADZIE (Ghana), and Mr. TABIBI (Afghanistan) said they accepted the Chairman's ruling.[5]

The meeting rose at 11.40 p.m.

[5] For the resumption of the discussion on article 50, see 80th meeting.

FIFTY-EIGHTH MEETING

Wednesday, 8 May 1968, at 10.45 a.m.

Chairman: Mr. ELIAS (Nigeria)

Consideration of the question of the law of treaties in accordance with resolution 2166 (XXI) adopted by the General Assembly on 5 December 1966 *(continued)*

Article 51 (Termination of or withdrawal from a treaty by consent of the parties)

1. The CHAIRMAN invited the Committee to consider article 51 of the International Law Commission's draft. [1]

2. Mr. PHAN-VAN-TRINH (Republic of Viet-Nam), introducing his delegation's amendment (A/CONF.39/C.1/L.222/Rev.1), said that the proposal was one of pure drafting. The International Law Commission's text was not entirely satisfactory, since its introductory sentence grouped together the two categories of cases in which a treaty might be terminated in conformity with a provision of the treaty or by consent of the parties. The underlying idea of the article would be better expressed by stating in paragraph 1 the case of the termination of a treaty through the application of its own provisions or by consent of all the parties, and in paragraph 2, that of the withdrawal of the parties from a treaty. Furthermore, the title of the article might lead to the assumption that the consent of the parties sufficed to enable them to terminate a treaty or to withdraw from it: it did not convey the idea that a treaty might be terminated or a party might withdraw from it in accordance with a provision of the treaty. His delegation therefore proposed that the title be amended accordingly.

3. Mr. ALVARADO (Peru), introducing his delegation's amendment (A/CONF.39/C.1/L.231), said that, as was indicated in the commentary to the article, there existed a great variety of treaty clauses on termination and withdrawal. In view of that fact, the language used in sub-paragraph (*a*) of article 51 was not appropriate. Sub-paragraph (*a*) referred to " a provision of the treaty ", in the singular. In practice, a treaty could contain two or more clauses relating to its termination: one clause would make provision for the right of denunciation or withdrawal, while one or more other clauses would specify in detail the conditions under which that right could be exercised. His delegation therefore proposed to replace sub-paragraph (*a*) by the wording: " In the manner and

[1] The following amendments had been submitted: Republic of Viet-Nam, A/CONF.39/C.1/L.222/Rev.1; Peru, A/CONF.39/C.1/L.231; Netherlands, A/CONF.39/C.1/L.313; Greece, A/CONF.39/C.1/L.314 and Rev.1.

under the conditions laid down in the treaty itself. " Since that amendment did not affect the substance of the article but was merely intended to make the wording more precise, he suggested that it be referred to the Drafting Committee.

4. Mr. GEESTERANUS (Netherlands) said that his delegation had submitted its amendment (A/CONF.39/C.1/L.313) because, under paragraph (*b*) of the International Law Commission's text, the States parties to a treaty could exercise the right to terminate the treaty by common consent without taking into account the interests of a State which had given its consent to be bound, but for which the treaty had not yet entered into force. Some treaties provided for quite a long period, sometimes up to twelve or eighteen months, after the date of ratification or accession before the treaty entered into force for the ratifying or acceding State. That period was provided as a matter of convenience to allow the State in question, and other States already parties to the treaty, time to prepare for the application of the provisions in their mutual relations. But an entirely different situation arose when the parties took up the matter of terminating a treaty.

5. First, termination under paragraph (*b*) was not a question of applying a provision of the treaty, but of applying a rule not provided for in the treaty. Secondly, there was no longer any question of mere convenience; indeed, it could be anything but convenient for an acceding State to have no say in the matter. Thirdly, a State which had given its consent to be bound should not be treated as a third State, for it had expressed a definitive wish to establish treaty relations with the other parties and in so doing had accepted an offer which was to be found in the treaty itself. The parties to the treaty should not therefore negotiate the termination of the treaty, that was to say the withdrawal of the offer, without allowing the participation in such negotiation of all the contracting States, including those States which, although not yet parties, had expressed their consent to be bound. The Netherlands amendment was in harmony with an earlier amendment to article 36 (A/CONF.39/C.1/L.232) which had already been referred to the Drafting Committee.

6. Mr. EVRIGENIS (Greece), introducing his delegation's amendment (A/CONF.39/C.1/L.314 and Rev.1), said that both the title and the text of article 51 had been couched in terms which covered only cases of termination and withdrawal by consent of the parties. Sub-paragraph (*a*) related to termination or withdrawal by one or more parties under a provision contained in the treaty itself. Sub-paragraph (*b*) dealt with termination or withdrawal with the consent of all the parties. In both cases, termination or withdrawal was based on the consent of the parties.

7. That language, however, did not cover cases where a treaty terminated by virtue of the expiry of the period set for its duration, or the case of the fulfilment of a condition or event which brought about the termination of the treaty. Since cases of that type were quite common in practice, his delegation had submitted its proposal (A/CONF.39/C.1/L.314 and Rev.1) to amend both the title and the text of article 51 so that they referred to termination or withdrawal by a party in virtue of the provisions of the treaty, and not only to termination or withdrawal by consent of the parties. At the same time, the amendment improved the drafting of sub-paragraph (*a*) by eliminating unnecessary repetitions in the French text and by replacing the singular " a provision " by the more appropriate plural " the provisions ".

8. Since the provisions of article 51 were supplemented by those of article 53 (Denunciation of a treaty containing no provision regarding termination), he would suggest that the order of articles 52 and 53 be reversed and that article 51 commence with the proviso " Subject to the provisions of article 53 ".

9. Mr. SOLHEIM (Norway) said he wished to mention a drafting point which also related to a number of other articles in part V. Article 51 spoke of " termination of " and " withdrawal from " a treaty, whereas the commentary to the article, after mentioning termination according to treaty provisions, discussed clauses providing for a right to " denounce " or " withdraw from " the treaty, although no reference to denunciation was to be found in the article itself. On the other hand, in the general provisions of section 1 of part V, the term " denunciation " was included between " termination " and " withdrawal " in articles 39, 40 and 41, paragraph 1, although it was omitted from article 41, paragraph 2, and from article 42. Similarly, in section 3, on termination and suspension, the term " denunciation " or " denounced " appeared in article 53, but was excluded from articles 51 and 59, and from article 62 on the procedure to be followed in cases of invalidity, termination and suspension. The term had also been omitted from article 63, but appeared in article 66.

10. His delegation was unable to understand by which system the Commission had omitted or included the term " denunciation ". One reason for its inclusion might have been that " denunciation " was meant to cover bilateral treaties, and "withdrawal from" was meant to cover multilateral treaties; but that theory was rendered inapplicable by article 66, paragraph 2, where both terms were used in relation to multilateral treaties only. It might therefore be concluded that the International Law Commission had made no distinction between the two terms; unless the Expert Consultant could throw light on the question, his delegation would suggest that the Drafting Committee look into the matter and decide on a uniform terminology. His delegation would prefer the term " denunciation " to be excluded altogether, since it only served to make the text more cumbersome.

11. Mr. HARRY (Australia) said that the remarks of the Norwegian representative were of great interest. His own impression had been that the International Law Commission had intended to use the term " termination " for cases where the treaty came to an end by virtue of some provision contained in the treaty, and the term " denunciation " for cases where the treaty came to an end otherwise than under its own provisions. There was however no consistency in that pattern. For example, the term " denunciation " was used in article 53 for termination provided for in the treaty. The Drafting Committee might consider the possibility of removing that inconsistency by replacing the word " denunciation " by the word " termination " in article 53, and using the same distinction between " denunciation " and " termination " elsewhere.

12. The CHAIRMAN said that the point would be considered in connexion with article 53. If there were no further comments on article 51, he would consider that the Committee agreed to refer that article to the Drafting Committee together with the various drafting amendments and suggestions.

It was so agreed. [2]

Article 52 (Reduction of the parties to a multilateral treaty below the number necessary for its entry into force)

13. The CHAIRMAN invited the Committee to consider article 52. [3]

14. Sir Francis VALLAT (United Kingdom), introducing his delegation's amendment to article 52 (A/CONF.39/C.1/L.310), said that it was of a purely drafting character. It proposed the deletion of the words " specified in the treaty as ". Sometimes, a treaty did not specify the number of parties necessary for its entry into force. In that case, under article 21, paragraph 2, the treaty entered into force as soon as consent to be bound had been established for all the negotiating States. The deletion of the words " specified in the treaty as " would have the effect of making article 52 cover all possible cases, including that mentioned in article 21, paragraph 2.

15. Mr. SECARIN (Romania) said that the rule in article 52 was necessary, because it provided an appropriate solution in certain situations were it was difficult to determine whether a treaty had been or had not been terminated. As a general rule, it was the will of the parties which determined the conditions of the termination of a multilateral treaty, either through the inclusion of special clauses on the matter or through manifestation of the consent of all the parties to terminate the treaty at any time, as provided in article 51. Thus, the conditions of the entry into force of a treaty could operate as conditions for its maintenance in force only if the treaty in question so provided.

16. Although his delegation was in favour of including a rule to cover situations where the treaty was silent on the matter, it considered that the International Law Commission's text could be improved, and therefore supported the United Kingdom amendment to replace the phrase " the number of the parties falls below the number specified in the treaty as necessary for its entry into force " by the phrase " the number of the parties falls below the number necessary for its entry into force ". The Commission's article 52 applied only to cases where the minimum number of parties was provided for in the treaty itself and did not cover all the possible situations; for instance, it did not take into account the provision in article 21 according to which the minimum number of parties to a treaty and the manner of its entry into force could be established not only by the provisions of the treaty, but also " as the negotiating States may agree ".

17. The CHAIRMAN suggested that article 52 and the United Kingdom amendment (A/CONF.39/C.1/L.310) be referred to the Drafting Committee.

It was so agreed. [4]

Article 53 (Denunciation of a treaty containing no provision regarding termination)

18. The CHAIRMAN invited the Committee to consider article 53.[5]

19. Mr. ALVAREZ TABIO (Cuba) said that before introducing his delegation's amendment to article 53 (A/CONF.39/C.1/L.160), he wished to state the Cuban position with regard to treaties of indefinite duration.

20. Any set of legal rules which claimed to make a positive contribution to the progressive development of international law must reject the abusive practice of perpetual treaties, which for long had helped the strong to dominate the weak. No one any longer seriously claimed that the law consisted of a set of rigid norms governing for all time social relations which were in constant evolution. A treaty containing no provision regarding termination was subject to the *rebus sic stantibus* clause, to the tacit condition that it would endure only so long as the circumstances remained unchanged. In practice, virtually no treaty could last indefinitely, since history showed how fundamentally circumstances could change in a comparatively short period of time. The famous 1793 Declaration during the French Revolution that a people never lost its right to amend its constitutional law, was equally valid in international law.

21. According to the commentary to article 53, the question whether a treaty was open to withdrawal must be decided in accordance with the circumstances of each particular case, especially by reference to the character of the treaty. Paragraph (2) of the commentary recalled the doctrinal controversy on the subject of that right of denunciation or withdrawal, and the conclusion reached was expressed in paragraph (4): " Some members of the Commission considered that in certain types of treaty ... a right of denunciation or withdrawal after reasonable notice should be implied in the treaty unless there are indications of a contrary intention ".

22. Article 53, however, was based on the assumption that the intention of the parties was the sole factor to be taken into account in settling the problem. The article, it was true, made some allowance for the circumstances of the case, but in such obscure and equivocal terms that the whole provision was altogether unsatisfactory. As it stood, article 53 tended to make the perpetual character of treaties subject to the principle of the autonomy of the will of the parties, without allowing for exceptions of an objective character. It dealt with the problem of denunciation of a treaty containing no provision regarding termination exclusively on the basis of presumed intention. That approach was inconsistent with the recognition during the Commission's discussions that there were certain types of treaty for which a right of denunciation should be implied; those treaties were by their very nature temporary. In any event, neither the intention of the parties nor the *pacta sunt servanda* rule could affect the real position, which was that it was

[2] For resumption of the discussion on article 51, see 81st meeting.

[3] An amendment to this article had been submitted by the United Kingdom of Great Britain and Northern Ireland (A/CONF.39/C.1/L.310).

[4] For resumption of the discussion on article 52, see 81st meeting.

[5] The following amendments had been submitted : Cuba, A/CONF.39/C.1/L.160; Peru, A/CONF.39/C.1/L.303; Spain, Colombia and Venezuela, A/CONF.39/C.1/L.307 and Add.1 and 2; United Kingdom of Great Britain and Northern Ireland, A/CONF.39/C.1/L.311; Greece, A/CONF.39/C.1/L.315.

contrary to all reason to regard certain types of treaties as perpetual.

23. An obvious example was that of a lease. In private law, perpetual leases were excluded by all legal authorities because a lease without a termination date would debar the owner from ever recovering possession of his property. There were even stronger reasons for a similar conclusion in international law, since the problem affected sovereignty over the national territory and sovereignty was absolute, indivisible and inalienable. A lease of indefinite duration of a portion of a country's territory was clearly incompatible with the principle of sovereignty. He therefore asked that it be placed on record that his delegation did not accept as perpetual any treaty which affected or restricted the sovereignty or integrity of a State and rejected any practice in the matter that was incompatible with a sincere desire to contribute to the progressive development of international law.

24. The wording of article 53 was equivocal and unduly complex. Where a treaty was by its very nature temporary, the right of denunciation or withdrawal should be recognized on the basis of that objective fact, instead of being inferred from the presumed intention of the parties, as was done in the present text. Another defect of that text was that it did not specify the factual criteria for determining the presumed intention of the parties. Those criteria were left to be inferred from the vague and imprecise formula " unless it is established ". The presumption regarding the intention of the parties would thus be based on that inference but the conclusion was not expressed as a logical and necessary consequence of the presumption but as a mere possibility, in the concluding words of paragraph 1.

25. In the 1963 draft, article 39 (Treaties containing no provisions regarding their termination) [6]—the article corresponding to the present article 53—indicated clearly the various exceptions to the general rule, exceptions based on " the character of the treaty ", " the circumstances of its conclusion " and " the statements of the parties ". That enumeration listed the various subjective and objective elements which played a decisive part in conferring an implicit right of withdrawal or termination in the case of treaties containing no provisions regarding their termination. That approach was consistent with the prevailing view in the International Law Commission that the determination of the implied intention of the parties was essentially a question of fact, to be settled by reference not only to the character of the treaty but also to all the other circumstances of the case.

26. The purpose of the Cuban amendment (A/CONF.39/C.1/L.160) was to substitute an objective approach for the one adopted in article 53 as it now stood. His delegation did not insist on the wording of its amendment and would agree to a vote being taken solely on the principle of basing the right of withdrawal or denunciation on the character of certain types of treaty. If that were not agreeable to the Committee, he would request that the Cuban amendment be put to the vote.

27. Mr. ALVARADO (Peru), introducing his delegation's amendment (A/CONF.39/C.1/L.303), said that its purpose was to take account of the exceptions based on the nature of treaties mentioned in the commentary to article 53. The commentary stated that treaties of peace and treaties fixing a territorial boundary were by their nature excluded from the scope of article 53, because the very character of those treaties made it impossible for the contracting States to allow any one of the parties to denounce or withdraw from the treaty at will. Consequently, the Commission had laid down the non-applicability of paragraph 1 to normative or codifying treaties, on the basis of the system followed at the Geneva Conference on the Law of the Sea and the Vienna Conferences on Diplomatic and Consular Relations. It went on to say, however, that any temptation to generalize from those Conferences as to the intentions of the parties in regard to the denunciation of " law-making " treaties was discouraged by the fact that other conventions, such as the Genocide Convention and the Geneva Conventions of 1949 for the Protection of War Victims, expressly provided for a right of denunciation. It might therefore be concluded that law-making or codifying treaties which contained express provisions allowing for denunciation came under sub-paragraph (*a*) of article 51, but if they did not positively specify that right, they could not be denounced or withdrawn from unless that was permitted by the nature of the treaty and unless it was established beyond doubt that the parties had intended to admit the possibility of denunciation or withdrawal.

28. His delegation quite understood the reasons why the Commission had adopted a prudent attitude and had avoided any enumeration, since that risked being incomplete and might give rise to conflicting interpretations. Nevertheless, paragraph 1 of the article should contain a provision linking denunciation or withdrawal with the nature of the treaty, to which so many paragraphs of the commentary referred. Moreover, the reference to the intention of the parties in the last part of the paragraph was imprecise. The Peruvian delegation therefore proposed that the last part of the paragraph be amended to read " ... unless the nature of the treaty so permits and it is established beyond doubt that the parties intended to admit the possibility of denunciation or withdrawal ". In particular, the term " beyond doubt " would provide a safeguard if any question of interpretation arose concerning the intention of the parties.

29. Mr. MARTINEZ CARO (Spain) said that the purpose of the amendment submitted by his delegation and the delegations of Colombia and Venezuela to paragraph 1 of article 53 (A/CONF.39/C.1/L.307 and Add.1 and 2) was to express more clearly the residuary rule in the article and to make it conform more closely with the practical realities and needs of contemporary international society, with a view to maintaining a fair balance between the objective interests of justice and treaty stability and the subjective interests of States requiring special protection. It was inadmissible that weaker States should have to perform indefinitely treaty obligations which had been imposed on them unjustly.

30. Modern international practice showed that a large number of existing bilateral and multilateral treaties contained clauses on termination and withdrawal, with

[6] *Yearbook of the International Law Commission, 1963*, vol. II, p. 200.

the obvious exception of constituent instruments of international organizations and recent " law-making " treaties. The attitude of States to the question of the denunciation of treaties was now that, as a general rule, they did not wish to enter into or continue treaty relations of undefined duration, and that the concept of perpetual treaties, in a world characterized by continuous changes in circumstances, was repugnant.

31. The problem was how to formulate the residuary rule in article 53. In the opinion of the Spanish delegation, the starting-point should be recognition of the exigencies of modern State practice as an expression of the realities of international life, followed by protection of the interests of all States. International practice contained a number of examples of denunciation by notification to the other party where the treaty was silent on the matter, and there were far more treaties of that kind than was generally supposed. Many such treaties served only to maintain explosive political situations and to impose heavy burdens which were mere relics of the old colonial system.

32. It was consequently surprising that a large body of legal opinion still rejected the evidence of practice and dogmatically maintained that the principle of treaty stability must be upheld at all costs. That doctrine was based on the Declaration of London of 1871, which recognized as " an essential principle of the law of nations that no State might withdraw from a treaty obligation or modify the provisions of the treaty without the consent of the contracting parties ".[7] A similar contention was made in the Harvard Research Draft, which stated that, unless the unanimous consent of all the parties were necessary, " the rule of *pacta sunt servanda* would have little or no meaning ".[8] The majority of the International Law Commission seemed to have adopted that doctrinal view in 1963, although the Special Rapporteur's report on the then article 17 seemed to be more in keeping with the realities of State practice.

33. It should be remembered that, when adopting the Declaration of London, the great European Powers had been solving political problems in accordance with the doctrine of the balance of power, and had reaffirmed the principle of the unanimity of the great Powers in negotiating European treaties. In defining the unanimity rule, they had merely used a legal expedient to disguise their wish to prevent one Power from denouncing a clause of the 1856 peace treaty. Some modern jurists had closed their eyes to the political background of the precedent of 1871 and had based their conservative doctrines on the Declaration of London; the majority of the International Law Commission in turn seemed to have been swayed by that opinion. On the other hand, the Special Rapporteur had stated in his 1963 report that it was " doubtful how far it can be said today to be a general rule or presumption that a treaty which contains no provision on the matter is terminable only by mutual agreement of all the parties ".[9]

34. In his delegation's opinion, the residuary rule should be a general presumption that a party could terminate or withdraw from a treaty which contained no provisions on the matter. That did not mean an unlimited power of denunciation, for three reasons.

35. First, the presumption was subject to conditions based on the nature of the treaty, the circumstances of its conclusion and its object and purpose. Those conditions provided every safeguard against arbitrary denunciation. It would be seen from article 17 of the Special Rapporteur's 1963 draft [10] that certain treaties, such as treaties of peace or those establishing frontiers, were by their nature exempt from withdrawal or denunciation. Nevertheless, the Spanish delegation considered that treaties in which certain territorial rights were granted to foreign States for an indefinite period might be included among those in which denunciation was permitted, particularly where such treaties were concluded after the granting of independence to new States. Commercial treaties and treaties of alliance by their very nature must be open to denunciation, although that was not made clear in article 53.

36. Secondly, it was clear that the presumption to which he had referred would not affect the *pacta sunt servanda* rule. Denunciation was a prior question, independent of the *pacta sunt servanda* rule because, if interpretation of the treaty led to the conclusion that denunciation or withdrawal was possible, the presumption not only did not contradict the *pacta sunt servanda* rule, but strengthened it. The intention of the parties was the basis of all treaties, and if that intention was proved to be an option for permitting denunciation, the *pacta sunt servanda* rule would only be strengthened. Of course, denunciation and withdrawal, like all other aspects of treaty-making, were governed by the principle of good faith.

37. Thirdly, where the possibility of withdrawal from a treaty was concerned, further safeguards would be provided by the rule in paragraph 2 of article 53, by the procedural requirements of article 62 and by any other procedural provisions that might be adopted.

38. The residuary rule in article 53 had the dual purpose of implicitly abandoning the concept of treaties in perpetuity and providing legal protection for the weaker parties in international relations. It had been rightly said that the omission of a denunciation or withdrawal clause from a treaty was usually the result of pressure on the part of a stronger State against the weaker party. Protection was particularly important for the new States because of their development needs.

39. The problem of denunciation was organically related to the institution of change of circumstance and to the process of peaceful revision of treaties. If the possibility of denunciation were admitted, under certain well-defined conditions, the scope of the rule *rebus sic stantibus* would be restricted. The statement of a well-regulated right of termination and withdrawal would have the salutary effect of removing a number of causes of political tension and threats to international peace and security. In that spirit, his delegation commended its amendment to the Committee, especially to the delegations of new States.

The meeting rose at 12 noon.

[7] *British and Foreign State Papers*, vol. 61, p. 1198.

[8] *Research in International Law* " III, Law of Treaties "; Supplement to the *American Journal of International Law*, vol. 29 (1935), p. 1173.

[9] *Yearbook of the International Law Commission, 1963*, vol. II, p. 67.

[10] *Ibid.*, p. 64.