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Summary record of the 495th meeting

Topic:
Law of Treaties

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495th MEETING

Friday, 15 May 1959, at 9.45 a.m.

Chairman: Sir Gerald FITZMAURICE

Law of treaties (A/CN.4/101) (*continued*)

[Agenda item 3]

ARTICLES 20 AND 21

1. The CHAIRMAN, speaking as Special Rapporteur, introduced article 20 (*Signature and initialling (status)*), which was closely linked with article 21 (*Initialling and signature* ad referendum *as acts of authentication of the text*). Article 20 dealt with initialling and signature *ad referendum*. It referred to the double aspect of full signature and distinguished between, on the one hand, initialling and signature *ad referendum* and, on the other, full signature.

2. Mr. LIANG, Secretary to the Commission, stated that at the previous meeting (see 494th meeting, paras. 39 and 40) the Special Rapporteur had cleared up some of the points he had raised, but reflection on articles 20 and 21 in the light of article 18 suggested that further clarity would be desirable.

3. The use of both the terms "establishment" and "authentication" together was undesirable, unless authentication was clearly distinguished from establishment. It might be argued that "establishment" was the same as drawing up a text. "Establishment" was not a term of art in the treaty-making process. In the title of section B of part I of the draft code the use of the term "authentication" in brackets might imply either that it meant the same as "establishment" or that it might be a subsidiary act. An explanation should be given, at least in the commentary.

4. Further doubt was caused by the meaning attaching to the term "signature" in article 20, especially in the title. The word "status", though perhaps unacceptable to jurists on the continent of Europe, was acceptable to him. Article 20 should precede article 18, as it threw light on the meanings of the term "signature", and in article 18, paragraph 1 (*a*), the following phrase might be used: "Initialling or signing (in the sense of the authentication of the text)", showing that in that context signature could not be understood as the act of consent referred to in article 20, paragraph 3.

5. He also had some doubts about the use of the term "signature *ad referendum*" in regard to the authentication of the text. It was a customary term, but referred generally to signature subject to the ratification of the substance of a treaty. Logically, of course, nothing precluded it from also covering the establishment of the text, but it might be preferable to call such a text a draft text, which plenipotentiaries signed subject to the approval of the Foreign Minister or Head of State.

6. Another element of confusion was the use of the term "signature" in two senses in paragraph 3 and in a third sense in which signature operated as an agreement to be bound in cases where ratification was dispensed with.

7. One solution might be to insert a special sub-heading for articles 20 to 24, which were articles dealing with signature as an act of consent, but not as an act authenticating the text. The authenticating act should properly be dealt with in the section relating to the drawing up of the text. Rule 163 of the rules of procedure of the General Assembly laid down that the description of the rules in the table of contents and the notes in italics should be disregarded in the interpretation of the rules; but if headings were to be included in the code, they should, so far as possible, correspond to the substance of the articles.

8. The CHAIRMAN, speaking as Special Rapporteur, said that he would have no objection to inserting a reference to authentication in article 18, paragraph 1(*a*), but he was dubious about using the phrase suggested by the Secretary, because, while signature always authenticated the text, it also always meant something more, namely provisional consent to an eventual treaty. Every signature necessarily had those two aspects.

9. Signature *ad referendum* (or initialling with equivalent effect) was far more frequent than the Secretary seemed to believe, as was illustrated by the cases described in article 21, paragraph 2.

10. The Secretary's suggestion for introducing subheadings was not wholly acceptable, since article 21 and the succeeding articles applied by no means only to full signature as an act of provisional consent. For example, article 22, concerning authority to sign, implied that a signature authenticating the text would not be valid unless the representative signing did so under a full-power. Unless he possessed a full-power, he would have to initial or sign *ad referendum*. Perhaps the Drafting Committee might be asked to consider the suggestion.

11. Mr. TUNKIN suggested that the Secretary's comments on article 18 should be referred to the Drafting Committee to avoid reopening the discussion.

12. Commenting on article 20, paragraph 2, he said it was probably not strictly accurate to say that initialling and signature *ad referendum* had in general the same effect. That was true only so far as the establishment and authentication of the text were concerned, but article 20 appeared to be attaching a broader meaning to signature. If it meant that they had the same effect only with regard to the "establishment and authentication" of the text—and he would prefer a single term—the point was completely covered by article 18, and consequently article 20, paragraph 2, was unnecessary and might be misleading.

13. With regard to the phrase "personal approval of the treaty" in the same paragraph, he said the code should not deal with the personal feelings of agents of the State, which were wholly irrelevant in international law. Unless the person signing or initialling the text were a representative of his State, he would not be empowered to participate in the treaty-making process.

14. Articles 18, 29 and 30 might be regarded as interrelated and thus covered consent to the text and authentication of the text, and the third aspect of signature mentioned in article 20, paragraph 3, was also embodied in article 29. Repetition in article 20 might be misleading, since a condensed statement in one article might not give the same impression as a much fuller statement in another.

15. The CHAIRMAN, speaking as Special Rapporteur, explained that article 20, paragraph 2, did not deal with full signature, but with signature *ad referendum*. There was no substantive difference in legal

effect between initialling and signature *ad referendum*, whereas full signature produced additional effects.

16. Mr. TUNKIN replied that, if that was the intended meaning, he could not accept paragraph 2, because in law signature *ad referendum* and initialling could not be equated. For the purpose of the validity of a treaty, initialling usually required subsequent signature, whereas signature *ad referendum* required only approval.

17. Mr. YOKOTA agreed with the Special Rapporteur that the intention in article 20 was to set forth the general status and significance of signature in one article; references to various aspects of signature might be repeated in other articles.

18. He agreed that paragraph 3 might be redrafted in some respects, in particular the phrase "though not necessarily agreement to be bound by it". The true meaning of the passage was that signature was an act implying the acceptance of a text as a potential basis of agreement (*cf.* article 14, paragraph 4).

19. Full signature did not necessarily have the same status in multilateral as in bilateral treaties. In the case of bilateral treaties it might be either an act which both authenticated the text and indicated consent to it as a potential basis of agreement or an act authenticating the text and constituting a final agreement to be bound by it. Authentication of the text was, of course, always implicit in the signature of a bilateral agreement, but not always in that of a multilateral agreement, especially one drawn up at an international conference and incorporated in a final act which was afterwards signed.

20. Accordingly, if paragraph 3 was meant to apply both to multilateral and to bilateral treaties full signature was: (*a*) an act both authenticating the text and indicating the consent to a potential basis of agreement; (*b*) an authentication and an agreement to be bound by the text; (*c*) consent to a potential basis of agreement; (*d*) an act indicating that the signatory was bound by the text. Paragraph 3 contained the substance of all those notions, but he suggested that it might be redrafted on the lines he had indicated.

21. The CHAIRMAN, speaking as Special Rapporteur, accepted Mr. Yokota's suggested redraft, but thought that provision should be made for cases where signature might have only a single aspect (i.e. "Full signature may be . . .").

22. Mr. PAL said that the observations made by the Secretary had indicated where the difficulty lay. It would seem that in the law of treaties "signature" was a term of art with special meaning and with special legal significance, whereas signature simply for the authentication of a text, as used in articles 20 and 21, did not have that status. In the ordinary sense, initialling too was tantamount to signature. But the real difficulty was that the processes of authentication of the text and of signing the treaty were not always distinct. Signature might be given with the immediate object and effect of authentication of the text and, at the same time, of signing the treaty either conditionally or unconditionally. The difficulty would thus ultimately resolve into one of drafting and its solution could be safely entrusted to the Drafting Committee.

23. Signature *ad referendum*, as mentioned in article 20, paragraph 2, again had a double aspect. Signature for the purpose of authentication needed no reference back to a higher authority, since the person signing was fully authorized to do so, but signature indicating consent to the treaty might require reference for approbation. The reference to "personal approval" should be deleted, as it had already been stated that the person signing must be authorized to do so by the State and must therefore be taken as acting on behalf of the State.

24. Mr. VERDROSS agreed with Mr. Tunkin that the phrase "personal approval" was undesirable in paragraph 2.

25. The idea embodied in paragraph 3 was acceptable, but the wording should be changed, since there was some conflict between the "double status" and the "third aspect". The provision should state in what cases final signature only authenticated the text and in what cases it was tantamount to consent. The main problem was whether signature was normally merely a method of authenticating and accepting a text or whether it normally indicated consent. In his view it normally constituted authentication and acceptance of the text and only in the exceptional cases in which the person signing was in possession of full powers did it indicate consent.

26. The first sentence should, therefore, be deleted and paragraph 3 revised to read:

> "Full signature is normally an act of authentication of the text and an act implying consent to the text as such. In exceptional cases, full signature also operates as acceptance of the treaty if the person signing possesses full powers to conclude a binding treaty."

27. Mr. AGO said that whereas the expression "signature *ad referendum*" meant that the consent of a higher authority had to be obtained, so that the signature appeared as an act whose effects were under suspensive conditions, the term *"signature différée"* (used in the French version of article 20), denoting a mere chronological sequence, failed to convey that notion.

28. Secondly, he could not agree that signature *ad referendum* and initialling had the same effect. Initialling was a complete act in itself—it was therefore incorrect to say that it was always *ad referendum*—and was followed later by signature. Moreover, the effect of initialling could only be that of authentication, while signature, whether *ad referendum* or full, had the effect of approval, whether conditional or not. And in the case of a signature *ad referendum*, the subsequent expression of consent by the higher authority clearly had a retroactive effect.

29. The CHAIRMAN, speaking as Special Rapporteur, observed that the notion of *signature différée* appeared only in the French text.

30. With regard to Mr. Ago's second point, he said he had intended the text to convey the idea that, both in the case of initialling and in that of signature *ad referendum*, neither action in itself had any effect other than that of authenticating the text. It was true that approval of the text by full signature was retroactive to the moment of signature *ad referendum;* but at the time of initialling or signature *ad referendum*, those acts had the same effect.

31. Mr. BARTOŠ said that, from the point of view of authentication, the distinction between signature *ad referendum* and full signature was not as clear-cut as article 20 seemed to imply. The classical practice was to sign the text without prior signature *ad referendum* or to sign the original or amended text after definitive approval. Another current practice was to cover the signature *ad referendum* with a *note verbale* in which

the parties notified each other of their Governments' approval of that signature.

32. With regard to the second sentence of paragraph 2, he said it was not correct to speak of the "personal approval" of agents of Governments. Indeed, the personal opinion of such agents might be different from their official attitude as laid down in Government instructions.

33. The CHAIRMAN, speaking as Special Rapporteur, agreed to the omission of the provision concerning personal approval, especially since the point was raised again in article 21, paragraph 4. It might be mentioned in the commentary that, when a text was initialled or signed *ad referendum,* there might be an understanding among the negotiators that such acts would constitute a recommendation of the text to the Government concerned. Of course, the Government might not accept such a recommendation, but normally, in cases where they had not been able to refer to their Governments, negotiators would not initial or sign *ad referendum* a text which did not meet with their personal approval. However, he agreed that there was no need to refer to that point in article 20, paragraph 2.

34. Mr. PAL observed, in connexion with Mr. Ago's remarks, that signature *ad referendum* was conditional only when appraised from the viewpoint of the purpose for which reference was possible, namely, where the consent of higher authority had to be obtained. In order to authenticate the text, however, no reference would be needed and the signature would become operative immediately. At that stage, initialling and signature *ad referendum* might well be placed on the same footing.

35. However, he believed that article 21, paragraph 2, raised some difficulties. While the effect of initialling and signature *ad referendum* might be held to be authentication, he could not see why, in the case referred to in that paragraph, initialling should be equivalent to signature *ad referendum*. That theory would apply if the new idea of recommendation by the signing authority prior to consent were introduced, but he did not consider that such a new thesis had any place in the code. The next stage after the establishment of the text was its completion as a treaty, and there was no intermediate stage.

36. The CHAIRMAN, speaking as Special Rapporteur, observed that, in the case referred to in article 21, paragraph 1, initialling would have an effect other than that of authentication, and might, in fact, be equivalent to full signature.

37. Mr. AMADO thought the discussion had shown the difficulty of making clear distinctions between the various methods of establishing and authenticating texts. In his opinion, the Special Rapporteur's attempts to establish such distinctions had risked complicating the issue even further. Moreover, article 20 seemed to be out of place in part I, sections A and B of the draft code. The last sentence of paragraph 3, in particular, seemed to imply a trend towards making signature a final act, denoting entry into force; but that whole subject was dealt with in article 41 (*Entry into force (modalities)*).

38. The CHAIRMAN, speaking as Special Rapporteur, observed that in article 20, paragraph 3, he had merely intended to explain the possibilities of full signature, but not to prejudge the circumstances in which signature might or might not bring about entry into force. The paragraph explained the circumstances of authentication when consent was implied, although not finally given.

39. Mr. AMADO thought that, since section B related to the establishment and authentication of the text, the paragraph prematurely anticipated a stage in the treaty-making process and was therefore out of place in the general framework of the draft code.

40. Mr. LIANG, Secretary to the Commission, considered that the substance of article 20 was intended more to define and illustrate the process of signature from the point of view of theory. Articles 15 to 22 contained descriptions of techniques, but article 20, which explained the status and implication of signature, was a discussion of theory and indeed gave rise to the element of anticipation to which Mr. Amado had referred. It might be advisable to relegate the substance of article 20 to the commentary on the article in which the term "signature" occurred for the first time.

41. He did not entirely share the views of members who had objected to the second sentence of paragraph 2. Under international law, an individual acting as a plenipotentiary was not acting in his personal capacity; rather as an agent of his Government, he performed an international function. Those who advocated the rights of the individual under international law would uphold the status of individuals representing their Governments at international conferences and in other such capacities. The question was not one of the personal sentiments of the individual involved, but of his action in a capacity of an international character.

42. Mr. TUNKIN said that he was generally in favour of Mr. Verdross's amendment (see para. 26 above), but could not agree with the use of the words "normally" and "in exceptional cases". He was not sure that that distinction was confirmed by international practice. Mr. Verdross had possibly been misled by the sense in which the word "treaty" was to be used. It should be borne in mind that the Commission had decided to use that word in the generic sense; accordingly, it could hardly be said that it was exceptional for all international agreements to come into force upon signature. In fact, the majority of international agreements did not require ratification.

43. With regard to the last phrase of the amendment —"if the person signing possesses full powers to conclude a binding treaty"—he did not consider that there were two kinds of full powers, one kind authorizing signature of a treaty coming into force on signature, and the other authorizing signature of a treaty requiring ratification. In the practice of his own country and others, the full powers might in both cases be identical, or they might be different. The answer to the question whether the treaty came into force on signature or required ratification depended upon provisions contained in the treaty itself.

44. Mr. YOKOTA agreed with Mr. Tunkin's criticism of the use of the terms "normally" and "in exceptional cases" in Mr. Verdross's amendment. If the members of the Commission had in mind not only treaties and conventions, but also an exchange of notes and declarations forming part of an international agreement, there were certainly a large number of international agreements which entered into force by signature. Of the first thousand international agreements registered with the Secretariat of the League of Nations, no more than 507 contained a provision for ratification. Moreover, there was probably a large but un-

known quantity of minor financial and military agreements which were not presented for registration and the vast majority of which were never ratified.[1] Accordingly, one could not say that *exceptionally,* full signature operated as acceptance of the treaty.

45. Mr. ALFARO thought that the doubts expressed concerning the reference to "personal approval of the treaty on the part of the individual person signing or initialling" might be dispelled by rewording the second sentence of paragraph 2 to read: "They are acts of authentication, not of consent, though both may imply provisional approval of the treaty". The official status of the negotiators would thus be stressed and the provision would be brought into line with the current practice.

46. Mr. VERDROSS considered that Mr. Tunkin's first objection to his amendment was valid and thought it could be met by deleting the words "normally" and "in exceptional cases". With regard to the second objection, however, he said he was not aware of the practice to which Mr. Tunkin had referred; if the majority of the Commission thought that that practice was established, the last phrase of the amendment might be altered to read "if the text of the treaty so provides".

47. The CHAIRMAN, speaking as Special Rapporteur, agreed with Mr. Tunkin that there were not different kinds of full-powers granted to plenipotentiaries. The question whether a treaty came into force on signature or on ratification was not determined by the authority to sign. Although that might depend on the provisions of the actual text, however, it might also depend on the nature of the instrument, as in the case of exchanges of notes, which contained no specific provisions on the matter. Accordingly, Mr. Verdross's amendment of his text was not quite correct. It might be best to omit any provision which might prejudge the circumstances in which a treaty might come into force on signature. All that was necessary in article 20 was to state the *possible* effects of signature, particularly in contradistinction to those of initialling or signature *ad referendum.* He agreed with Mr. Yokota's opinion that the opening sentence of paragraph 3 was too categorical and that full signature did not always have a double status, since authentication might be effected in other ways. Accordingly, the best solution might be to include the simple statement that full signature might have one of three effects and, perhaps, to refer to subsequent articles.

48. Referring to article 21, he pointed out that paragraph 1 applied to a special case and might perhaps be better placed in article 20. He thought that it was correct to say that initialling by the highest officers of the executive branch of government was equivalent to signature as an act of authentication of the text of the treaty, and that there had even been some cases in which treaties had entered into force upon such initialling.

49. Mr. Ago had questioned whether it was correct to say that in the cases referred to in paragraph 2 initialling was, *ipso facto, ad referendum.* Perhaps it would have been better to say that it was, *ipso facto,* a provisional signature. Mr. Ago's other point, regarding the difference between initialling and signature *ad referendum* so far as the date from which signature was deemed to be effective, could be taken into account either in article 21, paragraph 2, or in some paragraph of article 20.

50. He now considered the beginning of the second sentence of article 21, paragraph 2, as too rigid. It might be enough to say "Initialling is normally used in the following circumstances", and to make a consequential modification in paragraph 3.

51. Mr. Alfaro's remark concerning article 20, paragraph 2, applied equally to article 21, paragraph 4. The first sentence was repetitious and might be omitted. However, he felt that the second part of paragraph 4 should be retained in a modified form. If the Commission was satisfied that it was the practice, in the case of initialling, subsequently to affix a full signature, whereas in the case of signature *ad referendum* a second signature was not affixed, but the change in the status of the signature *ad referendum* was indicated by some notification, paragraph 4 could be amended accordingly.

52. Mr. SANDSTRÖM observed that the enumeration of the circumstances in the four sub-paragraphs of article 21, paragraph 2, was probably not exhaustive. It seemed to him that it would be better to omit part of article 21, from the second sentence of paragraph 2 as far as the second sentence of paragraph 4. The subject of the provisions could be dealt with in the commentary.

53. The CHAIRMAN, speaking as Special Rapporteur, hoped that the provisions would not be omitted entirely, for they contained a useful description of practice.

54. Mr. TUNKIN observed that, while admittedly in certain instances initialling had been treated as equivalent to a full signature, it would be better to replace the first words of paragraph 1 by the words "Initialling may be equivalent", because whether initialling was equivalent to signature—in the case of a conference of Heads of State for example—would depend on the understanding of the participants in each particular case.

55. He agreed with the Special Rapporteur that article 21, paragraph 2, was too rigid and would have to be amended. He saw no reason why the will of the parties should be limited by legal rules and why they should not be permitted to agree among themselves, in any circumstances, to the procedure of initialling or signature *ad referendum.* He therefore supported Mr. Sandström's suggestion (see para. 52 above).

56. Mr. AGO agreed with Mr. Tunkin on the need for flexibility and with Mr. Amado, who had shown that it was very difficult to generalize. However, he thought that the code should mention certain differences between initialling and signature *ad referendum.* Signature *ad referendum* was used in cases where a negotiator lacked or had not yet received authority to sign, whereas initialling was often used by a negotiator who, while in possession of full powers to sign, wished to have more time to reflect upon the implications of the text as established.

57. The CHAIRMAN observed that what Mr. Ago was saying was that sub-paragraphs (*a*) and (*b*) of paragraph 2 applied to signature *ad referendum* and sub-paragraph (*c*) to initialling.

58. He announced that the Commission would continue its examination of articles 20 and 21 at the next meeting, unless it decided, owing to the arrival of Mr.

[1] Francis O. Wilcox, *The Ratification of International Conventions* (London, George Allen & Unwin Ltd., 1935), p. 232.

Zourek or Mr. García Amador, to begin the consideration of one of the other items of the agenda.

The meeting rose at 12.45 p.m.

496th MEETING

Tuesday, 19 May 1959, at 3.10 p.m.

Chairman: Sir Gerald FITZMAURICE

Programme of work

1. The CHAIRMAN welcomed Mr. García-Amador and Mr. Zourek, the Special Rapporteurs on item 4 (*State responsibility*) and item 2 (*Consular intercourse and immunities*), respectively. He recalled that the Commission had decided to take up item 3 (*Law of treaties*) owing to the absence of the Special Rapporteurs on the other items. Now that they had arrived the Commission would have to decide on its programme of work for the remaining six weeks of its session, one of which would have to be devoted to the preparation of its report.

2. The Commission's decision would depend primarily on what it considered to be the chances of completing work on Mr. Zourek's report. He recalled that at its previous session the Commission had decided that Governments would be allowed two years within which to submit comments.[1] If the Commission did not succeed in completing the draft on consular intercourse and immunities at the current session, it would not be able to submit the draft to the General Assembly before 1962, whereas it was most desirable that the draft should be discussed at the same Assembly session as the draft on diplomatic intercourse and immunities.[2]

3. If the Commission considered that it would be able to complete its work on item 2 (*Consular intercourse and immunities*) at the current session, it should take up the item at once. In that case he doubted that the Commission would have time for dealing with any other topic.

4. Mr. LIANG, Secretary to the Commission, recalled that at the thirteenth session of the General Assembly the Sixth Committee had expressed the hope that the Commission would be able to complete its work on consular intercourse and immunities at its 1959 session. Nevertheless, the Commission had been confronted with an unexpected situation owing to the unavoidable absence of Mr. Zourek. At the beginning of the present session he (Mr. Liang) had felt that the Commission would probably be able to complete its work on item 2. Now, only five weeks of the session remained for substantive work and the hypotheses assumed at the beginning of the session were no longer valid.

5. At the previous session Mr. Zourek had made an important contribution to the discussion of the Commission's methods of work, and the Commission had adopted some of his suggestions, particularly with regard to the procedure for dealing with the question of consular intercourse and immunities. In that connexion he recalled that at its tenth session the Commission had approved Mr. Zourek's proposal for discussion in a sub-commission,[3] but not that part of the proposal calling for the provision of simultaneous interpretation and summary records. Accordingly, if a sub-commission were now appointed, it would not be possible to provide it with those facilities. Furthermore, a sub-commission as envisaged by Mr. Zourek would contain only ten of the Commission's members.

6. While the Secretariat considered the proposal quite acceptable in principle, it might require a period of trial in order to operate satisfactorily. If Mr. Zourek's system had been instituted at the beginning of the session and had not worked satisfactorily, the Commission would have been able to revert to the practice of considering the Special Rapporteur's draft in plenary meetings, but he doubted whether that was possible at the present stage.

7. Mr. ZOUREK thanked the Chairman for his welcome and regretted that he had missed the beginning of the session, having been detained by his duties as a judge *ad hoc* of the International Court of Justice. He particularly regretted that he had missed the debate on part of the draft code on the law of treaties.

8. In his view the Commission could, by holding a few additional meetings, complete its examination of his report on consular intercourse and immunities in the remaining five weeks of the present session if it applied the system which it had decided upon at the preceding session and to which the Secretary had referred. He had not quite understood from the Secretary's statement why it would be more difficult to institute the system of a sub-commission during the latter half than during the first half of the session, since a period of five weeks would still be available for the discussion of the draft, as decided at the last session.

9. Of course, the Commission would not be able to complete its examination at the present session if it decided to deal with every detail *in extenso* in plenary meetings. However, if the "summary" procedure decided upon at the last session was applied, the remaining five weeks would be sufficient, and he recalled that the Commission had required only six or seven weeks to deal with the more complex question of diplomatic intercourse and immunities. In any case, the effort should be made in view of the desire expressed at the last two sessions of the General Assembly for a report on consular intercourse and immunities as soon as possible after that on diplomatic intercourse and immunities.

10. Mr. SANDSTRÖM proposed that the Commission should begin its work on Mr. Zourek's report at once and should re-examine the situation in two weeks' time, when it would be in a better position to decide whether or not it could complete its work on agenda item 2. He further proposed that the item should be discussed in plenary meetings of the Commission and that as much use as possible should be made of the Drafting Committee for questions of form.

11. Mr. SCELLE and Mr. ALFARO supported the proposal.

12. The CHAIRMAN observed that, on the basis of the Commission's normal rate of progress, it was very doubtful that it would be able to complete work on Mr. Zourek's draft at the current session. However, he agreed that the Commission should take up item 2 at once, discuss the draft articles in plenary meetings and then refer them to the Drafting Committee of which Mr. Zourek would be a member in his capacity as Special Rapporteur.

[1] See *Official Records of the General Assembly, Thirteenth Session, Supplement No. 9*, chap. V, para. 61.

[2] *Ibid.*, chap. III.

[3] *Ibid.*, chap. V, para. 64.