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Summary record of the 879th meeting
Held at Headquarters, New York, on Wednesday, 25 June 2008, at 3 p.m.

Chairperson: Mr. Illescas . . . . . (Spain)

Contents

08-39908 (E)

The meeting was called to order at 3.15 p.m.

Finalization and approval of a draft convention on contracts for the international carriage of goods wholly or partly by sea (*continued*) (A/CN.9/642, A/CN.9/645, A/CN.9/658 and Add.1-13; A/CN.9/XLI/CRP.7)

Draft article 49 (Delivery when a negotiable transport document or negotiable electronic transport record is issued) (*continued*)

1. **Mr. Sato** (Japan), introducing a proposal in respect of draft article 49 contained in A/CN.9/XLI/CRP.7 on behalf of the delegations that had participated in informal consultations, said that there had been very serious underlying disagreement from start to finish, and that the compromise version in the document before the Commission had been approved by a majority, but still over very strong opposition. In the proposed text, paragraph 1 of draft article 49 essentially reproduced the chapeau and subparagraphs (a) to (c) of the current text, except for a minor correction, and applied to all cases in which a negotiable transport document was issued. New paragraph 2, roughly covering the same ground as current subparagraphs (d) to (h), began with a new chapeau stating that the rule that followed applied if the transport document stated that the goods might be delivered without the surrender of the document, setting up an "opt-in" system that would be triggered by the transport document itself. In order to obviate anticipated objections by the banks, it was provided that the document itself must indicate the possibility of delivery without surrender. Another change was that new paragraph 2 (a), unlike the current subparagraph (d), had the carrier simply requesting instructions from the shipper and placed no obligation on the shipper to provide them, since the shipper was not always in a position to do so. In addition, whereas the current subparagraph (d) made notice to the holder the precondition for the remainder of the paragraph, the new paragraph 2 (a) set out two possible situations in which paragraphs 2 (a) to (e) would apply: when the holder did not respond to notice or when the holder would not be located — a common problem. Where the transport document stated nothing about delivery without surrender, the rules in article 49, paragraph 1, would apply.

2. The new system had advantages and disadvantages. Strong arguments had been made for a default or "opt-out" rule, but the system presented in A/CN.9/XLI/CRP.7 had garnered the widest support in informal consultations. It should be noted that if the new text was adopted, consequential changes would need to be made to draft articles 47, 48 and 50.

3. **Mr. van der Ziel** (Observer for the Netherlands) said that the proposed new text did not undermine the value of the bill of lading but sought to deal with a structural problem common to the main commodities trades, where for trading reasons the terms of credit were often longer than the duration of the voyage of the goods, but where at times the voyage outlasted the period required for the trading of the goods. Two camps had formed during the fierce debate in informal consultations: there were those, led by the United Kingdom, who wanted to remove draft article 49 from the draft convention and turn it into a model law, and those, like his delegation, who felt very strongly that draft article 49 should stand as mandatory law. There had also been a basic disagreement about the value of an "opt-in" as against an "opt-out" system; although he would argue that there was not much difference between the two.

4. The key to whether new draft article 49, paragraph 2, would be applied in practice was in the hands of the banks, or more specifically of the International Chamber of Commerce (ICC) Banking Commission. In the commodities trade, letter of credit conditions required, without exception, the issue of a negotiable transport document, namely, the bill of lading; and the ICC Uniform Customs and Practice for Documentary Credits set out the requirements with which a bill of lading must comply to make it acceptable to banks. Should the ICC Banking Commission decide to issue a directive to banks not to accept a bill of lading conforming to the provisions of article 49, paragraph 2, that would mean that article 49 could not be applied in practice. Actually, each of the three commercial parties concerned — banks, commodity traders and carriers — would have to agree that the scheme in article 49, paragraph 2, was acceptable to them and that thenceforth all bills of lading could contractually conform to its provisions; but carriers and traders would have no option if the banks forbade it. Knowing how crucial ICC approval would be, the UNCITRAL secretariat had twice made presentations to it on features of the draft convention, including draft article 49. The bankers had been very attentive and generally positive, and ICC had touched

on the matter in an article published in the bimonthly magazine on letters of credit matters that it distributed worldwide to banks. Yet there had been no meaningful discussion within ICC, which had adopted a wait-and-see attitude.

5. In any case, the system established in the draft convention should be a matter of convenience for practitioners. Commodities trade was basically charterparty trade, which by reason of draft article 7 applied to deliveries; and the bill of lading was a very simple document referring to the terms and conditions of the charterparty, itself a document negotiated between two equal parties stating whether the carrier must deliver the cargo on instructions of the shipper with or without surrender of the document.

6. The chapeau of the new draft article 49, paragraph 2, would be improved if it were brought into line with the usual terminology of the bill of lading, and he would propose amending it to read: "If the negotiable transport document or the negotiable electronic transport record indicates, either expressly or through incorporation by a reference to the charterparty, that the goods may be delivered without the surrender of the transport document or the electronic transport record, the following rule applies."

7. **Mr. Schelin** (Observer for Sweden) said he believed that the system in paragraph 2 of the proposal, would only diminish the value of the bill of lading without solving the problem, because those trading in commodities without documents would have no way of knowing whether they were protected or not. Moreover, since draft article 48 required surrender of a non-negotiable transport document, in other words, a recta bill of lading, upon delivery, it was inconsistent not to require the surrender of a negotiable document. Furthermore, paragraph 2 touched on general principles of documents of title, and some jurisdictions would hesitate to adopt a draft convention that affected such general principles. Sometimes the industry benefited from having strict rules even if they caused some problems in the market. He believed that the principle in draft article 49 should be delivery against surrender of document — no more, no less. Consequently, his delegation would support paragraph 1 of the proposal but would prefer to delete paragraph 2.

8. **Ms. Downing** (Australia) said that, although her delegation preferred the proposal in A/CN.9/XLI/CRP.7 to the current text of draft article 49, the new proposal still did not address the concern that the function of the bill of lading as a document of title would be undermined. A bill of lading that did not have to be surrendered against delivery of the goods would simply not be considered a bill of lading in some jurisdictions. Even the proposed new wording made it too easy to extinguish title. The Australian banking industry had expressed concerns about potential loss of confidence in the bill of lading as a document of title, and it was questionable whether buyers would continue to make payment if holding a bill of lading did not represent constructive possession of the goods.

9. Moreover, the new version still did not resolve the carrier's problem of how to make delivery, since a prudent shipper would refrain from providing delivery instructions for fear of being sued for conversion. There were other ways for a carrier to deal with the problem. If it anticipated a problem at certain destinations or in certain trades, the carrier could require prepaid freight or it could include a clause to the effect that if the goods were not collected the carrier would return them to the shipper at the shipper's cost.

10. **Mr. Imorou** (Benin) said that his delegation fully shared the concerns regarding delivery without surrender of a transport document. With respect to shipments of goods covered by letters of credit, notice to the banker was essential. Paragraph 2 (d) of the new proposal spoke of a person that became a holder of the transport document "pursuant to contractual or other arrangements", without specifying whether such arrangements had to be written or could be oral; an oral arrangement could create problems. Paragraph 2 (e), second sentence, contained the clause: "When the contract particulars state the expected time of arrival of the goods". As it happened, draft article 38 on contract particulars did not include a mention of the time of arrival, and when the African States had proposed the inclusion of such a mention the proposal had not been accepted.

11. **Mr. Honka** (Observer for Finland) said that his delegation was in favour of a certain amount of innovation over the status quo. Draft article 49 sought to solve a perennial problem in shipping that occurred when goods arrived before the bill of lading. The proposal in A/CN.9/XLI/CRP.7 had improved the text by offering an "opt-in" alternative in the chapeau of its paragraph 2. The proposed text represented less of a

deviation from tradition and might therefore meet with greater acceptance. It should be recalled that even if the bill of lading stated that the goods could be delivered without the surrender of the transport document, the subparagraphs that followed set additional conditions for such delivery, so that the proposed change did not entail a major departure from the traditional function of the bill of lading. Since bills of lading already included many standard clauses, the addition of such a statement to a bill of lading was not an unreasonable request; the verb "states" should be retained. Sweden's concern about recta bills of lading had merit, but contradiction could be avoided by a few changes to draft article 48. As the representative of Japan had pointed out, if the proposal was adopted, some consequential changes would be necessary in other draft articles.

12. **Mr. Mollmann** (Observer for Denmark) said that the task before the Commission was simply to decide whether the new version was an improvement; otherwise the current wording of draft article 49 would be retained. His delegation had advocated mandatory legislation on the point in the draft convention and would prefer an opt-out regime where the provisions of draft article 49 would apply if nothing to the contrary was stated in the transport document. That would force the industry to take a stand if it wished to maintain the status quo, as it would not have to do with an opt-in regime. Another reason for preferring an opt-out regime was the point made by Australia that a bill of lading containing a statement that the goods could be delivered without surrender of the transport document might not be considered a bill of lading in some jurisdictions. The safeguards provided in the current text would be sufficient to protect the parties concerned. The problem being addressed was encountered chiefly in bulk trade, and banks and commodity traders were quite capable of figuring out how to protect themselves using the safeguards provided; holders of bills of lading would have the warning before them on the transport document.

13. Although his delegation preferred the mandatory rule in the current text, it could support the new version, but would prefer an opt-out formula. If the opt-in formula was retained, his delegation would support the Netherlands' proposed amendment to the chapeau of the new paragraph 2 in order to address the situation, typical in the bulk trade, in which a tramp bill of lading merely referred to the terms of a charterparty. In either case, the matter would be out of the Commission's hands, and those in the industry could decide whether or not to use the provision to solve their problem.

14. **Mr. Delebecque** (France) said that his delegation was still strongly in favour of simply deleting subparagraphs (d) to (h) of the current text, but in the spirit of compromise could accept the new version. However, it could only accept an opt-in formula and would oppose allowing paragraph 2 to apply simply by reference to a charterparty. The transport document itself must "state clearly" that the goods might be delivered without the surrender of the transport document. He had the impression that the Commission was trying to force banks to do without a document they considered necessary; his delegation did not feel in a position to judge for the banks what their needs were.

15. **Mr. Blake-Lawson** (United Kingdom) said that unfortunately the new version of draft article 49 did not resolve his delegation's concerns. He wondered if the failure of the ICC Banking Commission to comment on the provision indicated tacit acceptance or outright incredulity. The procedures detailed in draft article 49 would increase the risk of fraud. Either an opt-in or an opt-out alternative could lead to further fracturing of international trade and complicate matters for carriers. The wisest course would be to delete all of chapter 9 on delivery of the goods and rethink the problem. However, in the spirit of the Working Group, his delegation would accept the decision of the majority.

16. **Mr. Gombrii** (Norway) said that there did seem to be a problem in certain trades where the parties were using bills of lading when bills of lading were not the appropriate instrument. As the representative of Australia had pointed out, there were alternatives, but practitioners seemed reluctant to resort to them. Those trades, however, were the exception; bills of lading functioned properly in thousands of transactions every day. His delegation had objected to a default rule that would erode the quality of the bill of lading as a document of title and, if the provisions in paragraph 2 of the new version were to be retained, it was strongly in favour of an opt-in formula. The proposed new version was more likely to be workable than the current one; the carriers, the commodity traders and the banks could make the system work if they could agree among themselves. The question of recta bills of lading

had arisen; they fell under the definition of draft article 48 and did not need to be accommodated under draft article 49.

17. With regard to the Netherlands' proposed amendment to the chapeau of paragraph 2 of the new version, his delegation would prefer to retain the word "states", which was stronger than "indicates" and was not in favour of adding the possibility of incorporation by reference to a charterparty. Often there were long chains of charterparties relating to the same cargo, and it was difficult to know precisely what terms and conditions applied. It was better, especially for the master responsible for delivering the goods, for it to be clearly stated on the bill of lading itself that the goods could be delivered without surrender of the transport document.

18. **Mr. Sato** (Japan) pointed out that a statement on a transport document that the goods could be delivered without surrender of the document might be valid in some jurisdictions, invalid in others. In those cases in which it was considered valid, the new paragraph 2 sought to ensure that there was a procedure to be followed. Delegations that advocated simply deleting paragraph 2 should be aware that they might be leaving the procedure entirely to the discretion of the carrier.

19. **Mr. Essigone** (Gabon) said that the version in A/CN.9/XLI/CRP.7 was certainly clearer thanks to the division into two paragraphs. Paragraph 1 emphasized the proper role of a bill of lading as conferring the right to receipt of the goods, thus giving it the weight of a bank draft. Paragraph 2, however, affected another important actor in maritime trade, namely, the banks. To involve banks in a system without prior consultation with the banking sector could lead to problems. Paragraph 2 should be revised to be acceptable to banks.

20. **Mr. Alba Fernández** (Spain) said that in principle, he favoured the proposal contained in document A/CN.9/XLI/CRP.7 because it addressed some of the concerns of delegations that preferred to let national courts settle issues related to negotiable transport documents. In practice, the "opt-in" rule would represent the smallest possible departure from traditional rules.

21. He would prefer for the chapeau of paragraph 2 to contain more explicit language requiring the parties to adhere to the rules set out in subparagraphs (a) to (e). Some bills of lading contained technical specifications with a specific purpose, which showed that the industry could adapt its documents and practices to particular legal situations.

22. **Mr. Miller** (United States of America) said that the issue was a difficult one, as was often the case in commercial law when risk must be allocated between two innocent parties. He recognized the need to address the concerns of the banking industry. However, the proposal attempted to address a real problem that arose in practice, which the Commission should make an effort to solve. He therefore supported paragraph 2 of the proposal with the amendment put forward by the delegation of the Netherlands concerning incorporation by reference, which, despite the risks involved, would make the solution more effective.

23. **Mr. Berlingieri** (Italy) said that in the past, the bill of lading had travelled more slowly than the ship carrying the cargo; that problem had been solved by allowing the person to whom the bill of lading was to be delivered to contact the carrier, present a bank guarantee and collect the goods. That situation had changed over time, but it seemed to him that a document that was not the surrender document and did not grant constructive possession of the goods could not be defined as a negotiable transport document.

24. His delegation could not agree to the changes proposed by the representative of the Netherlands; he would prefer to insert "expressly" before "states" in the chapeau of paragraph 2. He would have the same objection to incorporating an arbitration clause simply by reference to the charterparty containing it. In Italy, if a bill of lading stated that it was issued in accordance with a specific charterparty and an arbitration clause contained in that charterparty was subsequently invoked, the courts would consider that there was no incorporation since the arbitration clause was not mentioned in the bill of lading. The solution was to require the document to contain an explicit statement that would alert third parties to the fact that it established conditions different from those that would normally be essential to a negotiable transport document.

25. He had doubts about the body of paragraph 2. Subparagraph (a) used the word "may" in referring to the carrier's options, but the carrier was still entitled to avail itself of the procedures set forth in draft article 50 in respect of undelivered goods. It might therefore be advisable for subparagraph (a) to contain a statement

along the lines of "without prejudice to article 50". Furthermore, subparagraph (c) stated that the person giving instructions under subparagraph (d) must indemnify the carrier against loss arising from its being held liable to the holder. Since such liability could no longer apply to delivery of the goods to the holder, the reference would seem to be to the carrier's substantial obligation to deliver them in the condition in which they had been received. Yet subparagraph (e), a reference to which was included in subparagraph (c), stated that liability arose only if the holder became a holder after the goods had been delivered. The position of a holder who became a holder prior to delivery should be clarified.

26. In the spirit of compromise, his delegation was prepared to support the proposal, provided that the changes it had requested were made.

27. **Ms. Talbot** (Observer for New Zealand) said that the proposal was an improvement over the previous version of draft article 49; her delegation preferred the "opt-in" approach embodied in the chapeau of the new paragraph 2.

28. **Mr. Elsayed** (Egypt) said that the draft article contained highly technical issues that were difficult to address. While he appreciated the efforts of the delegations of Australia and Italy, the result had been to further complicate the problem. Unless the changes proposed by the representative of Italy were made, he would prefer to adopt the United Kingdom's proposal to delete all of chapter 9, including draft article 49. The issues raised therein could then be addressed in practice and through a model law.

29. **Ms. Czerwenka** (Germany) said that her delegation was prepared to support the proposal as the outcome of informal consultations in which many positions had been reflected. She could not agree to the changes proposed by the observer for the Netherlands, but had no objection to the amendments suggested by the representative of Italy. If delegations could not accept the proposed new version of draft article 49 and reverted to the current text, she would prefer to delete subparagraphs (d) through (h).

30. **Mr. Sharma** (India) said that his delegation was satisfied with the current text of draft article 49 but was prepared in principle to accept the compromise proposal. There seemed to be general agreement on paragraph 1, which reflected normal practice; his delegation could also accept paragraph 2 with the amendments suggested by the representative of Italy. However, he could not support the suggestions made by the observer for the Netherlands, which might dilute the negotiable quality of the transport document.

31. **Mr. Mayer** (Switzerland) said that the proposal represented a valid compromise, which made substantial concessions to the delegations that had argued for the deletion of draft article 49, subparagraphs (d) through (h). As the observer for Finland had rightly stated, the new text did not constitute a serious deviation from the principles applying to bills of lading. He failed to understand the position of the delegations which felt that the holder's interests were still not adequately protected. The choice was between the current text of the draft article and the proposed new one, and the latter was a clear improvement over the former.

32. His delegation could accept the chapeau of paragraph 2 as proposed with the addition of a reference to draft article 50 as suggested by the representative of Italy. He agreed with the delegations of Finland and Sweden that there might be some inconsistency in the treatment of recta bills of lading that should be addressed; in principle, however, he was prepared to accept the proposal.

33. **Mr. Tsantzalos** (Greece) said that his delegation could accept the proposed new text with the amendment to the chapeau of paragraph 2 that the delegation of the Netherlands had put forward.

34. **Mr. Hu** Zhengliang (China) said that for the most part, he shared the views expressed by the observer for Sweden. Draft article 49 established rules governing the delivery of the goods; because delivery was such an important aspect of carriage, those rules needed to be clearly understood. The current text was complicated and the proposed new text was even more so. It was rare for a negotiable transport document to state that the goods could be delivered without surrender of the document. Moreover, under many legal systems, including that of China, such a statement would be invalid, and he would prefer for the draft convention not to contemplate the consequences of its inclusion. He also agreed that paragraph 2 of the proposal might give rise to commercial fraud by the shipper and damage the credibility of negotiable bills of lading.

35. **Mr. Schelin** (Observer for Sweden) said he shared the representative of Italy's fear that the draft article might deprive the bill of lading of its character

as a negotiable transport document. However, if the majority of delegations were in favour of the proposal, his delegation would like to see the word "expressly" inserted before "states".

36. **Mr. Sandoval** (Chile) said that his delegation supported the proposed new text of draft article 49.

37. **Mr. Imorou** (Benin) asked if the representative of Japan could explain whether paragraph 2 (d) of the proposal referred to oral as well as written arrangements. Furthermore, he wished to reiterate the point that subparagraph (e) described a situation in which the contract particulars stated the expected time of arrival of the goods, whereas draft article 38 on contract particulars made no mention of time of arrival.

38. **Mr. Sato** (Japan) said that he could not answer the questions raised by the representative of Benin with certainty, because the wording in question was taken from the current text of draft article 49, subparagraphs (g) and (h), respectively. He thought that the "arrangements" mentioned would involve a sales contract or letter of credit, both of which were written documents; theoretically, an oral agreement could also constitute a contractual or other arrangement made before delivery, since the provision did not state the contrary, but that would be quite unusual. The reference to a situation in which the contract particulars stated the expected time of arrival of the goods had been included in paragraph 2 (e) in order to cover such an eventuality; it was not mentioned in draft article 38 because the Working Group had considered it unwise to require carriers to include such a statement in all contracts.

39. He thought that the carrier could rely on draft article 50 without taking any of the steps envisaged in draft article 49; it could, for instance, store undelivered goods without requesting the shipper's consent. However, he had no objection to adding a reference to draft article 50 in paragraph 2 (a) of draft article 49 as the representative of Italy had suggested. His own delegation was prepared to accept the compromise proposal with the addition of a reference to draft article 50.

40. **The Chairperson** said that most delegations seemed to consider the version of draft article 49 contained in document A/CN.9/XLI/CRP.7 to be a good compromise. There also seemed to be significant support for the Italian delegation's proposal to replace "states" by "expressly states" in the chapeau of the new paragraph 2 and some support for its proposal to insert the phrase "without prejudice to article 50, paragraph 1" in the new paragraph 2 (a).

41. **Mr. van der Ziel** (Observer for the Netherlands), supported by **Mr. Miller** (United States of America), said that, according to his calculations, the Dutch and Italian proposals enjoyed the same degree of support; the majority of delegations, however, seemed to be in favour of leaving the proposed version of draft article 49 contained in document A/CN.9/XLI/CRP.7 unchanged.

42. **Mr. Mollmann** (Observer for Denmark) endorsed the comments made by the representatives of the Netherlands and the United States and pointed out that it should not be assumed that delegations that preferred "states" rather than "indicates" in the chapeau of paragraph 2 were also in favour of the phrase "expressly states".

43. **Mr. Delebecque** (France) said that the French proposal was similar to the Italian proposal, which he supported.

44. **Mr. Schelin** (Observer for Sweden) said that his delegation supported the Chairperson's comments. It was important to bear in mind that some delegations had called for paragraph 2 to be deleted altogether.

45. **Ms. Czerwenka** (Germany) said that, even though her delegation had expressed its support for the version of draft article 49 contained in document A/CN.9/XLI/CRP.7, it understood "states" and "expressly states" to mean the same and could, therefore, accept either term.

46. **Mr. Hu** Zhengliang (China) expressed the hope that his delegation's preference for the deletion of paragraph 2 altogether would be taken into account.

47. **Mr. Sandoval** (Chile) said that, when he had spoken previously, it had been on the assumption that the Italian proposal to insert the word "expressly" had already been approved.

48. **The Chairperson** noted that those delegations that had expressed support for the Italian proposal had done so because they opposed the Dutch proposal; the two proposals could not therefore be said to enjoy the same degree of support. Having listened carefully to all the comments made, he stood by his initial conclusion that the majority of the Commission members wished to approve the version of draft article 49 contained in

document A/CN.9/XLI/CRP.7, with the changes proposed by the representative of Italy.

49. *Draft article 49, as amended, was approved, in substance and referred to the drafting group.*

Consequential changes to draft article 47 (Delivery when no negotiable transport document or negotiable electronic record is issued), draft article 48 (Delivery when a non-negotiable transport document that requires surrender is issued) and draft article 50 (Goods remaining undelivered)

50. **Mr. Sato** (Japan) said that, as a consequence of the approval of the amended draft article 49, a number of technical changes needed to be made to draft articles 47, 48 and 50.

51. Draft article 47, subparagraph (c), should read:

> "(c) Without prejudice to article 50, paragraph 1, if the goods are not deliverable because (i) the consignee, after having received a notice of arrival, does not claim delivery of the goods at the time or within the time referred to in article 45 from the carrier after their arrival at the place of destination, or (ii) the carrier is, after reasonable effort, unable to locate the consignee in order to request delivery instructions, the carrier may so advise the controlling party and request instructions in respect of the delivery of the goods. If, after reasonable effort, the carrier is unable to locate the controlling party, the carrier may so advise the shipper and request instructions in respect of the delivery of the goods. If, after reasonable effort, the carrier is unable to locate the shipper, the carrier may so advise the documentary shipper and request instructions in respect of the delivery of the goods;".

52. Draft article 48 (b) should read:

> "(b) Without prejudice to article 50, paragraph 1, if the goods are not deliverable because (i) the consignee, after having received a notice of arrival, does not claim delivery of the goods at the time or within the time referred to in article 45 from the carrier after their arrival at the place of destination, (ii) the carrier is, after reasonable effort, unable to locate the consignee in order to request delivery instructions, or (iii) the carrier refuses delivery because the person claiming to be the consignee does not properly identify itself as the consignee or does not surrender the document, the carrier may so advise the shipper and request instructions in respect of the delivery of the goods. If, after reasonable effort, the carrier is unable to locate the shipper, the carrier may so advise the documentary shipper and request instructions in respect of the delivery of the goods;".

53. Lastly, in draft article 50, paragraph 1 (b), the words "the holder" should be inserted after the words "the controlling party".

54. **Mr. Mayer** (Switzerland) endorsed the changes that had been proposed but wondered whether a clause similar to that in draft article 48 (b) (iii) was also needed in draft article 49.

55. **Mr. Sato** (Japan) agreed that such a clause might well be necessary but he was not in a position at the moment to propose exact language.

56. **Ms. Shall-Homa** (Nigeria) proposed aligning the title of draft article 49 with the title of draft article 48 by inserting the phrase "that does not require surrender" after "negotiable electronic transport record".

57. **Ms. Czerwenka** (Germany), supported by **Mr. Sharma** (India), said that draft article 49 had been discussed at length and should not be changed any further. Paragraph 2 of draft article 49 provided an exception to the rule established in paragraph 1; the amendment proposed by the representative of Nigeria would give the wrong impression as to the draft article's content.

58. *The consequential changes to draft articles 47, 48 and 50 were approved in substance and referred to the drafting group.*

The meeting rose at 6 p.m.