

left to the choice of the parties: however, it found paragraph (3) an acceptable provision inasmuch as the adverb "validly" implicitly gave States an opportunity to limit the freedom of choice of the parties. His delegation was willing to support the proposal by Kenya to allow States to make reservations on that point.

Mr. GONDRA (Spain) said that, in a spirit of compromise, he was willing to accept alternative A as it stood.

Mr. ELLICOTT (Australia) said that he would not object to the compromise solution which seemed to have the support of the majority, although he still felt that the compromise had been achieved at the expense of precision. Although the arguments put forward by the representatives of the United States and Romania in favour of the retention of "validly" had not convinced him, he would withdraw the amendment he had proposed.

Mr. MANTILLA-MOLINA (Mexico) said that he would support the position of the majority and withdraw his proposal to delete paragraph (3).

The CHAIRMAN suggested that alternative A should be adopted as article 3 of the draft convention, on the understanding that the comments made by members of the Commission would be duly reflected in the summary record of the meeting.

It was so decided.

Articles 4 and 5 (continued)

Articles 4 and 5 were adopted.

Article 6 (continued)

Mr. MANTILLA-MOLINA (Mexico) recalled that, during the first reading of the article, the representative of Chile had criticized the use, in paragraph (2), of the words "contracts for the supply", which did not correspond to any precise legal concept.

Mr. JENARD (Belgium) proposed, to meet the criticism voiced by the representative of Chile, that the words in question should be replaced by some such phrase as "contracts whose purpose is the supply".

Article 6, as amended, was adopted.