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Summary record of the 721st meeting
Held at the Vienna International Centre, Vienna, on Monday, 2 July 2001, at 9.30 a.m.

Chairman: Mr. Morán Bovio ..... (Spain)

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In the absence of Mr. Pérez-Nieto Castro (Mexico), Mr. Morán Bovio (Spain), Vice-Chairman, took the Chair.

The meeting was called to order at 9.45 a.m.

Draft Convention on Assignment of Receivables in International Trade (*continued*) (A/CN.9/486, A/CN.9/489 and Add.1, A/CN.9/490 and Add.1-5 and A/CN.9/491 and Add.1; A/CN.9/XXXIV/CRP.1 and Add.1 and 2, CPR.2 and Add.1-3, and CRP.3-10)

1. **The Chairman** drew attention to the proposals contained in documents A/CN.9/XXXIV/CRP.4, 5, 6, 8, 9 and 10, which were to be considered in the order of importance of the issues they raised.

Article 4 (*continued*)

Paragraph 1 (b) (*continued*) (A/CN.9/XXXIV/CRP.6)

2. **Mr. Cohen** (United States of America), introducing a joint proposal by France and the United States regarding assignment of rights by instruments, contained in document A/CN.9/XXXIV/CRP.6, said that the wording of subparagraph (b) of the proposal was based on that suggested in the Secretariat's note (A/CN.9/491). Subparagraph (a) addressed an issue raised by the Convention rules governing choice of law, which worked well provided that the right to collect the receivable was itself an intangible right. But as the definition of a receivable included rights embodied in instruments, there were times when the embodiment of such rights was tangible. Many of the Convention rules, especially those governing choice of law, would work less well where they pointed to a location other than the location of the tangible instrument, since in such cases they would affect the rights of the person in possession of the instrument. Subparagraph (a) sought to address that problem by providing that rights secured under the law of pledge of physical items were not affected. His delegation was in favour of retaining the bracketed words "[or similarly transferable]" after the term "negotiable" in each subparagraph because the issue raised by other instruments transferred by possession was the same: that of rights of a possessor by virtue of possession of the physical object.

3. **Mr. Deschamps** (Canada) said he opposed the retention of the bracketed words on the grounds that they created uncertainty.

4. **Mr. Whiteley** (United Kingdom) said he was in favour of retaining some form of additional wording, though not necessarily the current formulation in brackets. "Negotiable instrument" was a technical term defined under English law and perhaps also under private international law, and it should therefore be made clear that the term was being used in a commercial rather than in a technical legal sense.

5. **The Chairman** asked whether a reference to that point in the commentary would be sufficient.

6. **Mr. Whiteley** (United Kingdom) said his delegation would prefer a reference in the text to "an instrument transferred by negotiation". Failing that, the point could be addressed in the commentary.

7. **Ms. Brelier** (France) said she had no objection to the removal of the brackets, and was also prepared to accept the amendment proposed by the representative of the United Kingdom.

8. **Mr. Chan** (Singapore) expressed support for the amendment proposed by the representative of the United Kingdom. If the joint proposal was intended to replace only paragraph 1 (b) of draft article 4, was it the sponsors' intention to exclude only assignments, or all rights in respect of instruments transferable by negotiation?

9. **Mr. Cohen** (United States of America) confirmed that the joint proposal was intended to replace only paragraph 1 (b) of draft article 4, as set forth in document A/CN.9/486. It would change the rule governing negotiable instruments from an exclusion rule to a "does not affect" rule.

10. **Mr. Deschamps** (Canada) said that, on reflection, his delegation found that the terms of subparagraph (a) of the joint proposal were unduly broad and might have unintended results. It provided that nothing in the Convention affected the rights of a person in possession of an instrument, even if that person's rights were not derived from the instrument. That could give rise to problems. For example, if a debtor issued a cheque to an assignor and the assignor retained the cheque, the assignor's rights would not be affected and a claim by the assignee for the proceeds could be opposed under the laws of the State in which the instrument was located. Clearly, that was not the result desired. On balance, therefore, he preferred the wording suggested by the Secretariat in paragraph 28

of document A/CN.9/491, namely: "This Convention does not affect the rights and obligations of any person under negotiable instrument law."

11. **Mr. Bazinas** (Secretariat) said that the language proposed in paragraph 28 of document A/CN.9/491 might be amended to read: "This Convention does not affect the rights and obligations of any person under an instrument transferred by negotiation." The purpose of the reference to rights and obligations of any person was to cover the rights of an issuer who was a party to the instrument, the rights of a holder of the instrument and the rights of others who were not parties to the instrument, i.e. attaching creditors. A reference to the law of the State in which the instrument was located could be added if the Commission so wished; but it might not be appropriate to include a conflicts rule governing the law applicable to rights under negotiable instruments in a provision that stated an exception to the Convention.

12. **Mr. Cohen** (United States of America) said he was unable to support the suggested reference to instruments transferred by negotiation, because it was common practice in the United States and elsewhere to pledge instruments that were not endorsed. Such instruments would be excluded from the rule because they had not been transferred by negotiation. The problem might be solved by using the words "by delivery" instead of "by negotiation".

13. The representative of Canada had made a valid point which should also be reflected, making it clear that the text referred only to rights deriving from delivery of the instrument.

14. **The Chairman** said he took it that the joint proposal by France and the United States raised fundamental problems and had been superseded by the Secretariat's suggestion based on paragraph 28 of document A/CN.9/491, as amended by the representatives of the United States and Canada.

15. **Mr. Bazinas** (Secretariat) suggested the following amended version of the text to reflect the concern expressed by the representative of the United States: "This Convention does not affect the rights and obligations of any person under an instrument transferred by mere delivery or by delivery and endorsement."

16. **Mr. Whiteley** (United Kingdom) said that, while he agreed that the joint proposal contained in document A/CN.9/XXXIV/CRP.6 should be abandoned, he was not convinced that the new wording suggested by the Secretariat was very different from the version of draft article 4, paragraph 1 (b), contained in document A/CN.9/486. He therefore proposed reverting to that version.

17. **Mr. Deschamps** (Canada) said that the words "instrument transferred by mere delivery or by delivery and endorsement" did not allay the concern he had expressed earlier about the unduly broad wording of the joint proposal. The terms "instrument transferable by negotiation" or "negotiable instrument" referred to established concepts. But the words "transferred by delivery" raised not only the question of which law would be applicable to the transfer but also the issue of how to interpret the word "instrument". A chattel paper—the term used in Canada and the United States to refer, for example, to a document evidencing a financial lease—was not a negotiable instrument but could qualify as an instrument if that term was construed in a certain way. Unless a more acceptable solution could be found, he would regretfully have no option but to endorse the proposal just made by the representative of the United Kingdom.

18. **Mr. Bazinas** (Secretariat) suggested that the best course might be to use the formulation "instrument transferred by negotiation" proposed by the United Kingdom. The new paragraph could thus enjoy the support of those who advocated the joint proposal put forward by the delegations of France and the United States, with the proviso that article 41 would address any outstanding concerns in that regard.

19. **Mr. Joko Smart** (Sierra Leone) endorsed the proposal of the United Kingdom to revert to the original wording of the text, from which the wording proposed by the United States differed in no significant regard.

20. **Mr. Cohen** (United States of America) said that, to accommodate the search for a consensus, his delegation would not insist on the proposed amendment. The crux of the matter was that many instruments were transferred without requiring an endorsement for their negotiation. The current language of paragraph 1 (b), which included the phrase "with an endorsement, if necessary", excluded such instruments. As a result, the choice-of-law rules of the Convention would point to the location of the assignor, rather than to the location of the instrument.

Article 41 could address that problem if amended as proposed by his delegation in document A/CN.9/XXXIV/CRP.8.

21. **The Chairman** suggested that the best course might be to attempt to improve on the wording put forward by the Secretariat in paragraph 28 of document A/CN.9/491.

22. **Mr. Deschamps** (Canada) endorsed that proposal. The Convention should not affect a person's rights under negotiable instrument law. While his delegation had stated that it would support the proposal of the United Kingdom to revert to the original wording, it would much prefer to adopt the wording proposed by the Secretariat.

23. **Mr. Huang Feng** (China) agreed that if the Commission could not reach agreement on an entirely new text, it would be preferable to use the wording proposed by the Secretariat. That text was compatible with the Chinese legislation.

24. **Ms. Brelier** (France), **Mr. Zanker** (Observer for Australia) and **Ms. Piaggi de Vanossi** (Observer for Argentina) supported the adoption of the text proposed by the Secretariat in paragraph 28 of document A/CN.9/491.

25. **Ms. Mangklatanakul** (Thailand) said that her delegation would prefer to retain the original wording contained in document A/CN.9/486, and to address exclusions further in article 41.

26. **Mr. Chan** (Singapore) supported the use of the wording in paragraph 28 of document A/CN.9/491. However, he reiterated his concern about the use of the phrase "negotiable instrument law". The previous week, the Secretariat had suggested amending that phrase to read "law governing negotiable instruments". Once the concept had been approved, the Commission could leave it to the drafting group to find the most appropriate wording.

27. **Mr. Cohen** (United States of America) said that his delegation could support the language contained in paragraph 28 of document A/CN.9/491, with certain amendments suggested by the Secretariat. However, it would be very reluctant to support it if the wording was merely changed to recast "negotiable instrument law" into "the law governing negotiable instruments". The rights of a person in possession of an instrument that had been negotiated did not derive from the law of negotiable instruments, but rather from the law of pledge.

28. **Ms. Lomnicka** (United Kingdom) asked whether her delegation was correct in understanding that a consensus had emerged that the wording should be changed to read "This Convention does not affect the rights and obligations of any person under an instrument transferred by mere delivery or by delivery and endorsement".

29. **The Chairman** said that a consensus was emerging, with almost all delegations supporting the wording in paragraph 28 of document A/CN.9/491, the last three words of which would be amended to read: "... the law governing negotiable instruments". The problem relating to pledge law to which the delegation of the United States had drawn attention could be addressed in article 41.

30. **Mr. Markus** (Observer for Switzerland) said that the recasting of the phrase "negotiable instrument law" to read "law governing negotiable instruments" made the notion broader, and should thus address the concerns voiced by the representative of the United States. Indeed, as amended, the provision could encompass pledge law in the specific context of negotiable instruments.

31. **Mr. Cohen** (United States of America) said that in the light of the comments of the two previous speakers, his delegation could accede to the emerging consensus.

32. **The Chairman** said he took it that the Commission wished to refer the wording contained in paragraph 28 of document A/CN.9/491 to the drafting group, with the final phrase amended to read "the law governing negotiable instruments".

33. *It was so decided.*

Paragraph 3 (*continued*) (A/CN.9/XXXIV/CRP.10)

34. **Ms. Lomnicka** (United Kingdom) drew attention to the proposal submitted by the United Kingdom with regard to real-estate receivables, contained in document A/CN.9/XXXIV/CRP.10. The last line of the proposed amendment could be placed in article 5 if the drafting group saw fit, as it consisted of a definition of a term.

35. **Mr. Chan** (Singapore) requested clarification of the full import and legal effect of subparagraphs 3 (a)

(i) and (ii), as proposed by the delegation of the United Kingdom. While the current wording of article 4, paragraph 3 (a) and (b) was somewhat obscure, it seemed narrower in scope than the United Kingdom proposal.

36. **Mr. Whiteley** (United Kingdom) said that the proposal for subparagraph 3 (a) (i) was based on wording that his delegation had read out to the Commission in response to a proposal previously put forward by the delegation of the United States. The proposal for subparagraph 3 (a) (ii) reproduced the content of paragraph 3 (a) in its current, denser, language.

37. The two important concepts in the provision were mortgages and rents, and they had been separated in the proposal. Subparagraph 3 (a) (ii) of the proposal effectively stated that a person who, as a right of land law, had an interest in or a priority over rent receivables would maintain that priority, notwithstanding any provision of the Convention regarding an assignment of that rent. That would be the case even if, under certain legal systems, rents were not treated as an interest in land, but rather as a mere personal right. In his own jurisdiction, rents had traditionally been considered an interest in land, but many people now categorized them as personal rights.

38. Mortgages were a concern because article 12 stated that a person who received an assignment of a receivable also automatically obtained any security that backed it. That meant that there was a substantive provision stating that assets that constituted security would be transferred with the assignment of the receivable, which would be governed in terms of priority rights by the law of the assignor's location. In his delegation's view, that would not be appropriate in cases where the security asset in question was land. In such cases, the law of the place in which the land was situated should be applicable. Subparagraph 3 (a) (i) thus acted as a limitation on article 12 of the Convention.

39. **Mr. Smith** (United States of America) said that the proposal put forward by the delegation of the United Kingdom addressed an issue it had raised in the Commission the previous week. The language was sufficiently broad to solve many problems which might otherwise arise with respect to non-interference with land law.

40. **Mr. Chan** (Singapore) suggested that the helpful explanation provided by the representative of the United Kingdom should be included in the commentary to the text.

41. *It was so decided.*

42. *The amendment to article 4, paragraph 3, was approved.*

Article 41 (*continued*) (A/CN.9/XXXIV/CRP.8)

43. **Mr. Cohen** (United States of America) said that the text proposed by his delegation for article 41 in document A/CN.9/XXXIV/CRP.8 was a more formal version of its earlier list of exclusions, already presented orally. In the light of the decision just taken to adopt the proposal by the United Kingdom for article 4, the paragraph (c) of his delegation's proposal now appeared redundant.

44. **Ms. Brelier** (France) said that her delegation had misgivings about the United States proposal, which gave a somewhat rigid and categorical formulation of the possible exclusions to the Convention and might not bear the scrutiny of practitioners. Her delegation would be prepared to circulate its own text, worded so as to include rather than exclude certain categories of assignments.

45. **Mr. Salinger** (Observer for Factors Chain International) said he was afraid that paragraph (d) of the United States text might have the effect of excluding most of the trade receivables potentially covered by the Convention, since it was common practice in international factoring to evidence assignments between distant parties solely by electronic records, controlled by one of those parties.

46. **Mr. Markus** (Observer for Switzerland) said that the chapeau of the version of article 41 proposed by the United States delegation should be formulated more clearly, so as to indicate that a State might at any time declare that it would not apply the Convention to one, several or all of the specified types of assignments.

47. **Mr. Berner** (Observer for the Association of the Bar of the City of New York) said that, given the impossibility of predicting all differences between countries' practices that might prompt them in future to seek a limitation of the scope of the Convention, the United States proposal seemed a valid attempt to confine potential exclusions to the most troublesome

areas. Concerns that a State might adopt the Convention and then proceed to exclude all receivables falling within its scope were unfounded, since such a State would have no incentive to become a party to the Convention in the first place. Allowing States to fine-tune the Convention to their interests would not cause problems for practitioners, since each State would produce a comprehensive list of exclusions, to which practitioners would refer. It was important for States to have the flexibility enabling them to adopt the Convention without their normal course of business being thereby impeded.

48. **Mr. Charassangsomboon** (Thailand), stressing the importance his country attached to promoting international trade, said that the scope of the Convention reached far beyond trade-related receivables, to cover those with potential consequences for the stability of certain States' economies, such as receivables arising from portfolio investment or short-term capital flows. His delegation would like to see a clause in the Convention shielding States.

49. **Mr. Cohen** (United States of America) said that the drafting group could meet the concern expressed by the representative of Switzerland through careful rewording of the chapeau, as well as that of the observer for Factors Chain International, through an explanation of the term "control" clarifying the intended reference to the practice of electronically immobilizing electronic records—a practice that was gaining currency in many States, with the result that there was now a virtual equivalent of possession of physical records.

50. Regarding the point made by the observer for the Association of the Bar of the City of New York, his delegation considered that draft article 41 in its current form allowed for more wide-ranging exclusions than did the proposed amendment thereto. With respect to the point raised by the representative of Thailand, it would be helpful if that speaker were to offer further clarification, since he appeared to be proposing the inclusion of an additional item in the list of exclusions.

51. **Mr. Bazinas** (Secretariat) said that, since the term "capital markets" in paragraph (a) of the United States proposal was the only area in the United States proposal not already covered in article 4, it would be useful to include a more detailed explanation of its meaning in the commentary.

52. **Mr. Cohen** (United States of America) said that, in view of the difficulty of describing future methods of raising capital that were as yet unknown, the intention of paragraph (a) of his delegation's proposal was to exclude application of the Convention in all situations in which public markets were used to raise funds for a company, through stock or bond markets or the like, "capital markets" being the generic term for such public fund-raising mechanisms as distinct from individual transaction-based mechanisms.

53. **Ms. Walsh** (Canada) said that, while she appreciated the efforts of the United States delegation to put forward a proposal narrowing the scope of potential declarations under article 41 and thus to preserve trade receivables, for instance, from the effects of such declarations, the wording of the proposed text was fairly technical and might fail to achieve even that limited objective, simply by virtue of not being widely understood. For example, the wording of paragraph (d) referring to control of electronic records might easily be misconstrued as covering trade receivables if the reader had no knowledge of that particular type of transaction, which was specific to no more than a few jurisdictions. Furthermore, the reference to "capital markets" in paragraph (a) might well, because of the commonly understood meaning of that term, serve to impede securitization transactions involving trade receivables. In some respects, the United States text actually reinforced the concern of her delegation that article 4 could become a vehicle for converting the Convention into a model law because of the danger that it might be used by a State to make a declaration resembling the list contained in that text. It would be difficult to know precisely what a State was excluding on the basis of that kind of description.

54. **The Chairman** suggested that delegations should engage in informal consultations with the United States delegation, so as to agree on a text of draft article 41 that would meet all concerns expressed.

The meeting was suspended at 11.25 a.m. and resumed at 11.50 a.m.

55. **Ms. Walsh** (Canada) said that it had been concluded, after discussion with other delegations and observers, that the attempt in the United States proposal (A/CN.9/XXXIV/CRP.8) to narrow the scope of the declarations possible under article 41 might have too many unintended adverse consequences, such as

that of inviting broader categories of exclusion than was desirable from the viewpoint of the Convention's aims. Her delegation's preference was to delete article 41 altogether. However, it would be willing to join any emerging consensus to retain some version of it, provided that two amendments were made to the text of that article as set forth in A/CN.9/486, namely: the addition of a new paragraph 3 stating that article 41 did not apply to the categories of assignments listed in article 11, paragraph 3; and the insertion of qualifying language in article 41, paragraph 1, to indicate that, in applying that article, States should make their exclusions as specific and limited as possible, and as transparent as possible to other States. That could be achieved by the wording: "A State may declare at any time that it will not apply this Convention to specific types of assignment or to the assignment of specific categories of receivables clearly described in a declaration."

56. **Mr. Kohn** (Observer for the Commercial Finance Association) said he was in favour of retaining article 41, with the amendments proposed by the representative of Canada. The United States proposal might inadvertently encourage States to make declarations which they would not otherwise have made.

57. **Mr. Medin** (Sweden) agreed that the United States proposal might encourage Contracting States to exclude everything which was mentioned in the article. He supported the retention of the previous version of article 41, which would encourage States to think very carefully before making declarations. With regard to the proposals made by the representative of Canada, he welcomed the idea of inserting the words "specific" and "clearly described", but was not entirely convinced that article 41 should not be applicable to trade receivables. It was unlikely that a Contracting State would exclude broad categories of trade receivables, since if it did not want the Convention to apply to trade receivables, it would be unlikely to become a signatory in the first place. It was better that as many States as possible ratified the Convention, even if some of them made specific declarations in some areas, including the exclusion of assignments of trade receivables.

58. **Mr. Brink** (Observer for the European Federation of Factoring Associations—Europafactoring) said that he understood some delegations' reluctance to countenance the very idea of an exclusion rule, since it served as a reminder that the draft Convention was by no means perfect. Nevertheless, perfection was not a realistic goal: it had to be accepted that certain markets would require an exclusion rule. He therefore welcomed both of the proposals made by the Canadian delegation. It would be useful to remind States that declarations were required to be "specific" and "clearly described"; furthermore, it was essential that the exclusion rule not be applied to trade receivables, since they were the core of the Convention.

59. **Ms. Lomnicka** (United Kingdom) said that her delegation remained opposed to the inclusion of article 41, since the mechanism for amendment in article 47 was more likely than the declarations of individual States under article 41 to lead to clear amendments. In her delegation's view, the Convention would be weakened by the inclusion of article 41. Nevertheless, it could support article 41 with the amendments proposed by the representative of Canada.

60. **Ms. Piaggi de Vanossi** (Observer for Argentina) endorsed the view that trade receivables must not be subject to exclusion, and that article 41 should be deleted. The proposal by the United States delegation was also unacceptable. If there was no consensus to delete draft article 41, her delegation would support the two amendments proposed by the representative of Canada.

61. **Ms. Zhou Xiaoyan** (China) said that article 41 should be retained, with the amendments proposed by the representative of Canada.

62. **Mr. Cohen** (United States of America) said that, following the Canadian proposal, consensus was within reach. However, the description given by the representative of Canada of the types of assignments which could be indicated in exclusions by individual States had not elucidated one technical issue, namely: which State's exclusion had the effect of not applying the Convention to a particular transaction. He would appreciate clarification of that key connecting factor.

63. Referring to the Chairman's concluding comments to the discussion on article 4, paragraph 1 (b), in which it had been suggested that article 41 could be used to resolve any remaining problems relating to pledge law, he said that an instrument could arise from a transaction involving a trade receivable of the type described in article 11, paragraph 3. In order to accommodate the Chairman's suggestion, it would therefore appear that another item would have to be

added to the list given by the representative of Canada. Instruments, even if they arose in the context of a trade receivable, would have to be referred to, although not necessarily an exclusion. It would be enough to provide that there was no impairment of a State's right to exclude such instruments. With those provisos, his delegation would be prepared to support the proposal by the representative of Canada.

64. **Ms. Sabo** (Canada) said that her delegation was still concerned at the need for transparency in the declarations made by individual States. To secure that end, the words "Following consultations with all signatory and Contracting States," could be inserted at the beginning of article 41. The resulting feedback would help States to make their declarations as clear, and as limited, as possible.

65. **Ms. Walsh** (Canada) said that her delegation's proposed additions to the proposed new paragraph 3 were designed not to overcomplicate the provisions of article 41. The two categories referred to by the representative of the United States were existing practices already covered by exclusions under article 4. To provide for declarations under article 41 which corresponded to those categories would be tantamount to an admission that the Commission had failed to deal with them adequately under article 4.

66. **The Chairman** said that the discussion of proposals concerning draft article 41 would be resumed at the 722nd meeting.

Article 38 (*continued*)

Proposal submitted by UNIDROIT (A/CN.9/XXXIV/CRP.9)

67. **Mr. Kronke** (Observer for the International Institute for the Unification of Private Law—UNIDROIT) said that the objective should be to draft provisions on the sphere of application and possible conflicts with other international agreements which were simple and had predictable effects for the commercial circles involved. Recourse to general principles of international law was no longer an appropriate approach. Furthermore, compromise solutions would be acceptable only if they did not undermine the policy objectives, underlying economics and predictability of the text.

68. Emphasizing the special financing techniques for aircraft objects, space property and railway rolling stock, sectors in which equipment was inextricably linked to the associated receivables, he drew the Commission's attention to the proposal contained in document A/CN.9/XXXIV/CRP.9, which went even further than the language proposed by UNIDROIT in the final paragraph of document A/CN.9/490, and which would be easier to apply. Any other solution, such as the exclusion only of transactions "governed" by the draft UNIDROIT Convention or a link to specified connecting factors at any particular point in time, would make it more difficult to ascertain what the position was at any particular moment within the lifetime of a secured transaction and with regard to any particular element or layer within a typically complex and multi-layered aircraft finance transaction.

69. **Mr. Wool** (Observer for the International Institute for the Unification of Private Law—UNIDROIT) said that the question that needed to be asked in order to determine the treaty relationship was not whether a transaction was specifically "governed" by the UNIDROIT Convention, but whether it was of a type which fell within the scope of that Convention. Four reasons justified that approach. First, sophisticated asset-based equipment financing transactions involved multi-level assignments of receivables, which were themselves inextricably linked with the assets. Any attempt to identify one single connecting factor such as was to be found in draft article 38, would increase the complexity and costs of any given transaction, which was precisely what both UNIDROIT and the Commission sought to avoid. Second, while the Commission's draft Convention defined "receivable" as a payment undertaking, the UNIDROIT Convention was concerned more generally with both payment and performance obligations. In equipment financing, it was often true that the non-payment obligation was not only linked to the payment obligation, but that the two were intimately connected, so that any attempt to divide them would be impossible. Third, many legal systems already had public registries for aircraft receivables, and it would be difficult to convince States to adopt an untested system to replace the one already in place. Lastly, allowing an exception based on the scope of the UNIDROIT treaty, rather than on its specific provisions, would eliminate conflicts between the incentives to ratify the two Conventions. All those four considerations argued in favour of adoption of the language proposed in document A/CN.9/XXXIV/CRP.9.

The meeting rose at 12.35 p.m.