INTER-AMERICAN TREATIES AND CONVENTIONS ON TRADE AND SOCIAL DEVELOPMENT

JONH A. SPANOGLE

Professor of Law

The George Washington University

El autor evalúa la totalidad de los tratados y convenciones interamericanas generadas por las Conferencias Internacionales, Conferencias Especiales o Acuerdos Regionales en materia de desarrollo comercial y social.

L' auteur fait une évaluation de l'ensemble des traités et des conventions interaméricaines élaborées par l'OEA dans le cadre de Conférences Internationales, de Conférences Spécialisés ou d' Accords Régionaux, en matière de développement commercial et social.

Thank you and a special thanks to Dr. Biggs for having spoken in English. I just wish I had the talent to respond in kind and speak to the rest of you in Spanish. Also many thanks to Prof. Perret for inviting me to come and speak today; the development of today's remarks has been a real education for me.

As any good law professor would, when I was asked to speak on this topic, the first thing I did was pick up the telephone, call the librarian and say: "Would you get a list of international law treaties promulgated by Inter-American Organizations"? His response was that he didn't need to use a computer to produce such a list, that there was a book which lists only such treaties.[2] When I replied that seemed to be a lot of reading, he said that the book did not contain the text of any of the treaties, that it was merely a list of the treaties, a summary of each treaty on one page. plus a list of those nations which have ratified each of the treaties. I was impressed. This book represents a lot of work; there is a very long history here.

More than half of the Inter-American treaties and conventions are in the area of trade an social development, and few of them are in what was called"public international law". At that point, I knew that I had a learning experience ahead of me. I also

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[2]*Inter-American Treaties and Conventions (OAS, 1985).*

knew that I could not compete with the two prior speakers in terms of analyzing the accomplishments of any particular convention in one of these areas. Instead, I propose to do what most law professors do, step back two paces and concentrate on the *process* as it is represented by the various treaties that have been generated by the Inter-American Organizations.

In the first part of this paper, I plan to analyze the three different processes which have been used by Inter-American Organizations to prepare the various types of treaties developed by them. That first part will indicate the strengths and weakness shown by each of the three processes used. The second part of the paper looks at the similar processes used by the United Nations Commission on International Trade Law (UNCITRAL) and the International Institute for the Unification of Private Law (the Rome Institute, or (UNIDROIT) in preparing trade and social development conventions which are designed for world-wide, or "global" application. That part of this paper will suggest that delegates from Latin America and Inter-American Organizations are having great impact, and can have even greater impact; that adoption by Inter-American Organizations of some of the processes of those other organizations could be of assistance to the Inter-American Organizations; and that choices concerning resource allocation must be made.

The development of treaties on trade and development by Inter-American organizations has a long history, about 100 years old at this point. Let me divide the subject into three parts, each defined by the process which has been used by Inter-American Organizations to develop treaties. First are the treaties that were drafted and adopted by general International Conferences of the American States. These treaties show a very interesting "legislative" process which is a source of strength, and which should be continued. Second are those treaties which were put together by Specialized Conferences of American States. These have a tendency to avoid the difficult problems of substantive law formation, and concentrate instead only on a choice of law issues. This paper indicates that there are significant limitations on this approach. It

is the old story of "no risk, no reward". Third are those treaties created by what is referred to by the OAS as sub-regional groups. These have a very limited history of law formation, but are still in formative stages, and it is hoped that they will eventually produce.

Let me began with the general International Conferences of the American States. They began here in Washington in 1889-1890 and continued in Mexico City in 1901-1902, Río de Janeiro in 1906, Buenos Aires in 1920 and then we have had about half a dozen more between and after World Wars I and II. The subjects taken up by these conferences covers a very wide diversity, ranging from a Treaty to avoid or Prevent Conflicts between the American States, the Gondra Treaty[3], to a Convention on Extradition[4], to a Convention on Customs Documents[5] and one on Uniform Nomenclature.[6]Finally, there is a Convention on Private International Law, known as the Bustamante Convention.[7]

As an American law professor looking at the subject matter covered by these early conventions, I am struck by how many of them are trade related, and the fact that the subject matter of these trade and social development treaties is the same as the treaties that most of us are still working on today. The subject matter covers

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[3]*OAS, Treaty Series, No. 16 (Mexico City, 1902).*

[4]*Treaty for the Extradition of Criminals and for Protection against Anarchism, OAS, Treaty Series, No. 132 (Santiago, 1923).*

[5]*Convention on Publicity of Customs Documents, OAS, Law and Treaty Series, No. 29 (Santiago, 1923).*

[6]*Convention on the Uniformity of Nomenclature for the Classification of Merchandise, OAS, Law and Treaty Series, No. 29 (Santiago, 1923).*

[7]*OAS, Law and Treaty Series, No. 34 (Havana, 1928).*

patents, copyrights trademarks;[8] it includes customs documents and uniform nomenclature;[9] and it also includes civil and political rights related to women;[10] private international law[11] and finally, it includes arbitration for recovering pecuniary claims.[12] All of these topics are still being looked at today, both by Inter-American Organizations and by other organizations.

Another striking aspect of the products of these conferences is that they take up the same subjects again and again. For example, the 1902 Convention on Patents[13] was superseded by the 1906 Convention on Patents,[14]which was superseded by the 1910 Conventions on Patents[15], which in turn was superseded by other subsequent patent treaties. Another example is copyright law, where

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[8]*Convention on Literary and Artistic Copyrights, OAS, Treaty Series, No. 32 (Mexico City, 1902); and Treaty on Patents of Invention, Industrial Drawing and Models and Trade-Marks, OAS, Treaty Series, No. 32 (Mexico City, 1902).*

[9]*See conventions cited at notes 4 and 5, supra.*

[10]*Inter-American Convention on the Granting of Civil Rights to Women, OAS, Treaty Series, No. 23 (Bogota, 1948).*

[11]*See convention cited at note 6, supra.*

[12]*Treaty on Arbitration for Pecuniary Claims, OAS, Treaty Series, No. 32 (Mexico City, 1902).*

[13]*See treaties cited at note 7, supra.*

[14]*Convention on Patents of Invention, Drawing and Industrial Models, Trade Marks, and Literary and Artistic Property, OAS, Law and Treaty Series, No. 18 (Río de Janeiro, 1906).*

[15]*Convention on Inventions, Patents, Designs and Industrial Models, OAS, Law and Treaty Series, No. 22 (Buenos Aires, 1910).*

the Copyright Conventions of 1902, 1910, 1982 are, in turn, superseded.[16] I think you get the picture.

To some analysts, this continuous process of drafting and ratifying one convention on a topic, only to replace it five or ten years later with another convention, indicates weaknesses in this approach to lawmaking. However, I believe that it shows something quite different. It shows the normal workings of *any* legislative process. Any of you who are familiar with the legislative process know that no one ever drafts legislation which is precisely correct the first time. Even after hearings in committees, and then redrafting proposals in committees, it can still be improved. There are still hidden problems in any legislation which are revealed only when the statue is subjected to litigation. Or, there are ambiguities that no one realized were there.

Even in those extremely rare cases where the drafters "got it exactly right" when it was enacted, there will still be problems. There will be changes in the outside world, and that will present situations which were never contemplated, or at least were not covered properly, by the legislation that was enacted. Examples: electronic mail, electronic bills of lading, electronic funds transfers, new patterns or the debt crisis. Or, our understanding of the legal or economic world may change. In other words, changes occur in the legal, economic or business world which may change our concepts of what is a preferable substantive legal rule. I think this was well illustrated in Dr. Biggs' presentation. The world is gradually turning away from state planning toward more participation by the private sector, if you had a rule that was "just right" in 1960, it is no longer "just right" in 1991.

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[16]*See note 7, supra; Convention on Literary and Artistic Copyright, OAS, Law and Treaty Series, No. 22 (Buenos Aires, 1910); Revision of the Convention of Buenos Aires on the Protection of Literary and Artistic Copyright, OAS, Law and Treaty Series, No. 34 (Havana, 1928); Inter-American Convention on the Rights of the Author in Literary, Scientific, and Artistic Works, OAS, Law and Treaty Series, No. 19 (Washington, 1946).*

So, what the record of these general International Conferences of the American States shows is the record of a learning process. In learning to deal with the real problems under, for example, a 1902 treaty, the Contracting States gained valuable new insights on the issues and problems of coordinating international patent and copyright regulation; and they put this to good use in the 1906 Convention, and even more knowledge was available in 1910, 1928, etc, for use in further redrafts.

This Inter-American Organization treaty-creation process also shows one more concept which is quite important if you are going to approach trade and development law by international treaty. It shows that the American Contracting States *were willing* to return to the same subject matter again and again; they were willing to rethink it and to redraft ir; and they were willing to ratify new treaties on the subject matter all over again. In other words they were willing to treat these agreements as they would treat domestic commercial legislation, and not to regard them as a one-time pronouncement, forever sacred, binding and inviolable. Any commercial legislation, even multi-lateral trade and development conventions, must be regarded as subject to change. Society may have to come back, look at it again, and revise it. This is one of the ideas that runs throughout the record of early international agreements prepared by Inter-American Organizations.

One last note on these early treaties drafted by general International Conferences of the American States. What should be the legacy of these early conferences? Their work has been superseded, some by regional agreements, some by subsequent global agreements. The process of globalization is extremely important in such basic areas as patents, copyrights, trademarks, nomenclature (or customs classification) and arbitration. There are now global conventions, either effective or proposed, which will provide the normal standard for future developments in these

areas.[17] Let me return to this topic later, in a review of the current developments in the world of international commercial law, because we are in a process of taking similar steps on a global, not regional, scale and that fact presents choices to Inter-American Organizations.

The second set of Inter-American international conventions on trade and social development arise from Special Conferences of the Inter-American States. They began with the Inter-American Convention on Electrical Communications in Mexico City in 1924,[18]continued to the 1963 Convention of Mar del Plata on Facilitation of International Waterborne Transportation[19] and continue into the present day with OAS-sponsored Inter-American Specialized Conferences on private International Law[20], usually known in the United States as CIDIP 1, 2, 3 and 4.

A review of the subject matter of those treaties shows that, insofar as they relate to trade, they cover of the same topics as the earlier General International Conferences of the American States. The topics include copyrights and trademarks, arbitration and

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[17]*See e.g., Convention of Paris for the protection of Industrial Property, (1983, Revised at Lisbon, 1958), 13 U.S.T. 1, T.I.A.,S. No. 4931, 828 U.N.T.S. 107; Patent Cooperation Treaty of 1970 (28 U.S.T. 7645, T.I.A.S. No. 8733; Convention on the Harmonized Commodity Description and Coding System (Brussels, 1983); Convention on Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) 3 U.S.T. 2517, T.I.A.S. No. 6997.*

[18]*II International Legislation, No. 116 (Mexico City, 1924).*

[19]*OAS, Treaty Series, No. 30 (Mar del Plata, Argentina, 1963).*

[20]*Held at Panama (1975), Montevideo (1979), La Paz (1984), Montevideo (1989).*

conciliation, and some private law subjects.[21] Three additional topics have been added in the more modern day; they are transportation, radio communication and the postal service.[22] These are activities occurring in one state which are most likely to interact the same kind of activity within its neighbour states. There are conventions concerning aircraft transit, the Pan-American Highway, waterborne transportation,etc.[23]

In private law however, and in commercial law especially, there are two major changes. First, instead of a great breath of subject matter within a single document that is incorporated, for example, into the Bustamante Code, there are now many different and very much shorter conventions. Each has a much smaller coverage of only a very discreet subject matter, such as bills of

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[21]*See conventions cited at note 15, supra; General Inter-American Convention for Trade Mark and Commercial Protection, OAS, Treaty Series, No. 15 (Washington, 1926); Inter-American Convention on International Commercial Arbitration, OAS, Treaty Series, No. 42 (Panama, 1975); Inter-American Convention on Domicile of Natural Persons in Private International Law, OAS, Treaty Series, No. 55 (Montevideo, 1979); Inter-American Convention on General Rules of Private International Law, OAS, Treaty Series, No. 54 (Montevideo, 1979).*

[22]*See, e.g., Inter-American Treaties and Conventions at xi (OAS, 1985).*

[23]*Convention Relating to the Transit of Airplanes, VII International Legislation, No. 417 (Buenos Aires, 1935); Convention on the Pan American Highway, VII International Legislation, No. 469 (Buenos Aires, 1936); and see treaty cited at note 15, supra.*

exchange or promissory notes or cheques or commercial companies.[24]

The second, major change is that these conventions are not designed to produce substantive rules., Instead of giving their own substantive rules, they are designed *only* to determine conflicts of law issues. Thus, instead of stating a specific substantive rule of law to apply to a particular aspect of international transactions, this new style of convention determines that the substantive law of a particular state, for example Brazil, will apply to that aspect of the international transaction.

Now, from my point of view, that is fine –as long as : a) an attorney or a business person outside Brazil can find the Brazilian statue, b) they can read it, c) their interpretation and understanding of it is approximately the same as that of a Brazilian. (Or, if this is an international transaction, one that goes from the United States to Brazil to Argentina, the understanding of it is approximately the same as an Argentinean would have.) There seem to be some limitations on this new approach, and they should be examined fairly carefully. It reduces one aspect of the legal uncertainty of the trans-border transaction, but it leaves other aspects still very uncertain. Let me come back to that in my closing remarks.

The third set of international conventions on trade and social development is what the OAS publication calls "Sub-Regional Agreements."[25] In particular, it includes things like the Andean

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[24]*Inter-American Convention on Conflict of Laws Concerning Bills of Exchange, Promissory Notes, and Invoices, OAS, Treaty Series, No. 40 (Panama, 1975); Inter-American Convention Conflict of Laws Concerning Checks, OAS, Treaty Series, No. 41 (Panama, 1975); Inter-American Convention on Conflicts of Laws Concerning Checks, OAS, Treaty Series, No. 49 (Montevideo, 1979); Inter-American Convention on Conflicts of Laws Concerning Commercial Companies, OAS, Treaty Series, No. 50 (Montevideo, 1979).*

[25]*See Inter-American Treaties and Conventions at xi-xvii (OAS, 1985).*

Common Market (ANCOM)[26] and the Central American Common Market,[27] the Caribbean Community (CARICOM),[28] and the Organization of Eastern Caribbean States (OECS).[29] It also covers the Latin American Free Trade Association (LAFTA), [30] and its succesor, the Latin American Integration Association (LAIA).[31] It should cover, when the book next comes out, the 1988 Canada-United States Free Trade Agreement[32]–and, if it becomes effective, it would cover the North American Free Trade Agreement (NAFTA) which would be Canada-United States-Mexico.

These sub-regional organizations have the possibility, not only of being international law through the document which creates them, but also for creating and developing further international law through their own legislative processes. All law professors are

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[26]*Subregional Integration Agreement (Andean Group) Cartagena Agreement, I Instruments of Economic Integration in Latin America and Caribbean (Bogota, 1969).*

[27]*General Treaty of Central American Economic Integration, Economic Integration Treaties of Central America (ROCAP) (Managua, 1960).*

[28]*Treaty Establishing the Caribbean Community (CARICOM), 946 U.N., T.S. 13489 (Trinidad and Tobago, 1973).*

[29]*Treaty Establishing the Organization of Eastern Caribbean States (OECS), reprinted in 20 Int'l Legal Materials 1166 (1981).*

[30]*First Treaty of Montevideo (1960) Creating the Latin American Free Trade Association (LAFTA).*

[31]*Treaty of Montevideo (1960) Creating the Latin American Integration Association (LAIA).*

[32]*The Canada-United States Free Trade Agreement, reprinted in 27 Int' Legal Materials 281 (1988).*

fascinated by the development of law, and the institutions that develop it.

ANCOM is perhaps the best example of the way that such an organization could be structured to provide further development of such law. It is a good example for consideration, because at one time there were great hopes for it, and now it does not seem as though it will get its act together. (However, at approximately the same stage of development, the EC also seemed as though it would never get its act together, either.) As all of you know, ANCOM was founded in 1969 by Bolivia, Chile. Colombia, Ecuador, and Perú.[33] Chile withdrew and Venezuela has been added. The 1969 Cartagena Agreement created two ANCOM organs: the Commission and the Junta. Two more organs were added 10 years later in 1979: the Andean Court of Justice and the Andean Parliament.[34]

In practice the ANCOM Commission, unlike the EC Commission, has not been an activist on behalf of regional integration.[35]It mostly reacts to the proposals put forth by the Junta, while the EC Commission is quite different in this particular respect. The Junta has become more than a technical body and has assumed a leading role within ANCOM. If something is going to happen with ANCOM, the Junta seems to be the major drive wheel at this time. The Andean Court of Justice's ability to push integration of ANCOM forward is limited, especially because it does not have the power ultimately to decide all questions of ANCOM law. This power is instrumental to the EC Court of Justice, and it

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[33]*See Agreement cited at note 25, supra.*

[34]*Treaty Establishing the Tribunal of Justice of the Cartagena Agreement, reprinted in 18 Int' Legal Materials 1203, (Cartagena, 1929). Treaty Establishing the Andean Parliament, (Cartagena, 1979), reprinted in 19 Int' Legal Materials 269, 1980.*

[35]*For further discussion of this and the following points, see Folsom, Gordon and Spagnole, International Business Transactions in a Nutshell 179-196 (West Publ., 1988).*

seems that if the Andean Court is going to became the drive wheel here, it needs that kind of power. The Andean Parliament does not have the power to set budgets, but it also took the E.C. Parliament twenty years to get such powers, and the Andean Parliament has not been around that long yet. So, we will have to wait and see whether there are further developments in this arena.

ANCOM development has been marked by some trade liberalization, a proposed common external tariff, the Sectoral Programs of Industrial Development, and controversial regulation of foreign investments and technology transfers. The reduction of internal tariff barriers and non-tariff barriers has worked, but only a little bit. Consequently, it has not generated very much additional intra-regional trade.

There was a proposal to adopt a common external tariff for imports in the Cartagena Agreement, and the proposal was to involve two different steps. The first step was for the Commission to establish minimum common external tariffs for certain broad classes of goods. That step has basically been accomplished. The second step was to set common external tariff levels expressed in terms of a minimum and a maximum, and that has been postponed. When that postponement is put together with the seeming abandonment to the Sectoral Production Programs, the Sectoral Programs for Industrial Development and the Foreign Investment Code, the amount of law formation by ANCOM to date seems to be somewhat limited, especially when compared to that of the EC.

ANCOM has had its greatest impact through its rules on technology transfer, which have had more impact than, for example, its Foreign Investment Code. Is that greater success because the technology transfer rules are easier to live with, so that there is no great incentive for businesses to try to evade them; or is the adherence of businesses to the technology transfer rules because these rules represent a true consensus? If the observance of the rules by business is due to the latter cause, that would be quite interesting to the rest of the world as a general, perhaps necessary concept in the drafting of successful commercial and

trade-related regulation. Or, the explanation may simply be that licensors are more willing to live with regulations, and ANCOM has in fact found a way of redressing the usual imbalance between licensors and licensees through their specific set of transfer of technology rules.

At this point, as a law formation group, ANCOM is in a very rudimentary state of development, and new professors are still looking for it to produce the level of legislation which is represented by, for example, the EC 1992 effort, for Example, with its many regulations and directives. However, we may, have to wait another ten years to give it an equal opportunity to achieve the same level of accomplishments. Also, it should be understood that ANCOM arises out of a different legal, economic and cultural environment. But, the issue remains, when will ANCOM begin to allocate its organizational *power* so as to provide a proper foundation for intergovernmental law-marking?

My final topic for discussion is: Where do we go from here? For the topic assigned to me today, that requires a return to the second set of international conventions, those drafted at Specialized Conferences of Inter-American Organizations. There are two potential paths of Inter-American Organizations, including the OAS. Those organizations, and the American States can in fact pursue both, but they do have to choose where to allocate their legal and intellectual resources. One path is to continue down the road of CIDIP I, II, III and IV setting up regional choice of law conventions, and trying to enhance the kind of Inter-American treaty law that has been drafted in the past and is still being drafted.[36]The other path is to participate in the current efforts to create global commercial, trade, and social development conventions.

The last is an area where there is an explosion of private international law initiatives. Let me recount just a few of them. From UNCITRAL there is the Convention on Contracts for the

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[36]*See Conventions cited in note 23, and associated text.*

International Sale of Goods.[37] That Convention is now effective, and several Latin American nations have become Contracting States, including Argentina, Chile and Mexico. There is also the Convention on International Bills of Exchange and International Promissory Notes.[38]There will be Model Rules on Credit Transfers, covering what you probably call electronic funds transfers.[39] From the International Institute for the Unification of Private Law (the Rome Institute, or (UNIDROIT), and a Diplomatic Conference in Ottawa in 1988, there is the Convention on International Lease Financing and the Convention on International Factoring.[40]Both UNCITRAL and the ICC are pursuing initiatives on letters of credit and on standby letters of credit and guarantees, which may create conflicts between the rules proposed by each of those two.[41]
The Hague Conference on Private International Law is routinely drafting and proposing Conventions on such things within the area of social development as child custody, enforcement of child

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[37]*A/CONF. 97-18, Annex I, reprinted in United Nations Conference on Contracts for the International Sale of Goods, Official Records 178-90 (1981) (A/CONF. 97/19).*

[38]*Resolution 43-165 (A/RES/43-165) (1988), reprinted in 27 Int' Legal Materials 176 (1988).*

[39]*UNCITRAL, Report of the Working Group on International Payments on the Work of its Twenty-First Session, A/CN.9/341, Annex (1990).*

[40]*Reprinted in 27 Int' Legal Materials 931 (1988) and 27 Int' Legal Material 943 (1988).*

[41]*UNCITRAL, Report of the Working Group on International Contract Practices on the Work of its Fourteenth Session, A/CN.9/342 (1990).*

support awards, trusts and estate law, etc.[42] So, what you have is an enormous number of initiatives. The relevant office in the U.S. State Department is absolutely swamped by all the various drafts and proposed treaties coming though, and is trying to pay enough attention to them to figure out which ones should be supported and which ones should not.

It should be noted that in many of these initiatives, people from Latin American nations have played a leading part in their development. The chair of the final drafting session for the Convention on International Bills of Exchange and International Promissory Notes, and of the UNCITRAL Plenary Session, was Anna Piaggi de Vanossi of Argentina. The chair of the group that is drafting the Model Rules on Credit Transfers (on electronic funds transfers) is José María Abascal Zamora, of Mexico City. There is the potential here of Latin America being able to have enormous impact, while investing very little resources, by sending and properly supporting the activities of experts like these to the groups which have been and will continue to formulate and draft global commercial, trade-related, and social development international conventions and other legislations. This might be a point where Inter-American Organizations wish to rethink their current allocation of resources.

On the other hand, Inter-American Organizations can also continue to pursue regional development as well. If they do that, the processes now used should be revised, so as to make any regional effort more effective. For example, Inter-American Organizations can learn by example a lesson which has been learned earlier by those other international organizations which

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[42]*See, e.g., Conference on Private International Law, Hague Convention on International Validity and Recognition of Trust (Hague, 1984), St. Dept. Doc. AC 37/HC/3 (1984); Convention on the Civil Aspects of International Child Abduction (Hague, 1980) reprinted in 19 Int' Legal Materials 1501, 1980; Convention Providing a Uniform Law on the Forme of an International Will (Washington, 1973), reprinted in 12 Int' Legal Materials 1298, 1973.*

have been pursuing similar goals on a global basis. These groups, like UNCITRAL, which have been developing global commercial, trade and development initiatives, have found it *necessary* to have a permanent secretariat which devotes its time exclusively to: first, seeking out and gathering together the views of all the various different participants who have worked on the projects; second, analyzing issues and preparing position papers and drafts; and third, communicating to individual delegates of the members states. This secretariat communicates to them during the periods in between meetings, to avoid the "stop-go" effects of meeting only once a year or once every five or twice a year, which occurs when there is no analysis or communication between the people who are working on the project except during formal meetings. If you have no such secretariat, you must almost always "reinvent the wheel" at the beginning of each meeting.

The legacy of the early general International Conferences of the American States could become an example of international commercial, trade and development conventions: The concept that such conventions are not permanent, but should be adopted for the purpose of gaining experience in the harmonization of law, is a concept that the other organizations like UNICITRAL, which have been developing global initiatives could profitably adopt.

The development period for any of these international trade-related conventions is very long. For example, the Convention on Contracts for the International Sale of Goods took 12 years to develop, and the Convention on International Bills of Exchange and International Promissory Notes took 19 years to develop.[43] Thus, such a convention, if properly done, is not finalized at a single

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[43] *The Convention on Contracts for the International Sale of Good was in development from 1968 to 1980. See J. Honnold, A Uniforme Law for International Sales under the 1980 United Nations Conventions (Kluwer, 1982); Hermann, Background and Salient Features of the United Nations Convention on International Bills of Exchange and International Promissory Notes, 10 U. Pa. J. Int' l Bus. L. 517 (1988).*

conference but is drafted and debated and revised over a very long period.

As state before, I do not think that Inter-American organizations need to make a *choice* is comparable to trying to figure out whether the world may, through on global multi-lateral trade, or watch the GATT process fail, and the world break into regions. If the latter happens, we could have EC region, a North American region, a Pacific Rim region and perhaps a South American region. In the other hand, the regions may break up in some other way, and the entire Western Hemisphere become on region. And, Latin America, through the Inter-American Organizations, such as the OAS, will be able to affect such developments, if it chooses to do so.

If the trading world does break into regions, does Latin America want to be a trading region by itself, or would it prefer to be part of the whole of North, Central and South America together as one trading region? That is the question I throw out to this audience, which consists of law professors from throughout the Western Hemisphere, and also OAS personnel. I hope that the answer will be that a Western Hemisphere trading region is preferred.

If so, now is the best time to begin serious efforts at the work of creating inter American agreements concerning commercial, trade and development law, because good results develops so slowly. It can only be done if Inter-American Organizations, such as the OAS, invest their resources in a permanent Secretariat which will be devoted exclusively to analyzing and preparing policy papers and drafts of such inter American legislations. Without that investment, and without a Secretariat which reflects both the Common Law traditions of North America and the Civil Law traditions of South and Central America, further regional developments in law will not keep with the efforts of UNICITRAL, UNIDROIT and other organizations which are developing global approaches to legal problems.

Thank you, very much.