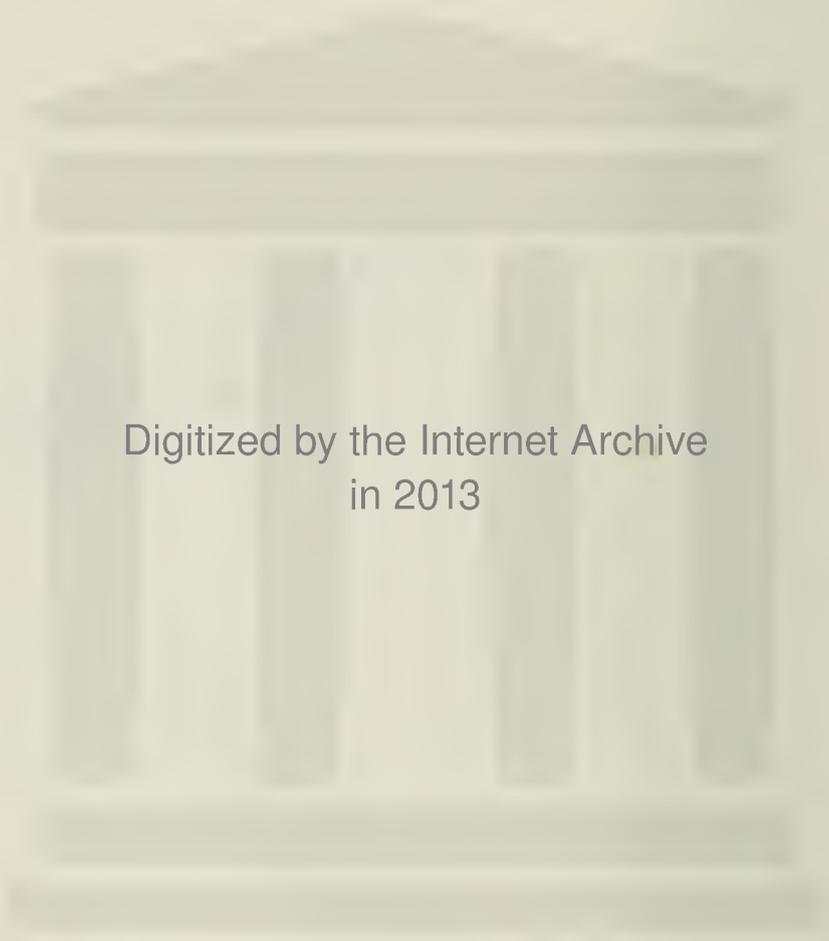


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TREATIES AND OTHER  
INTERNATIONAL AGREEMENTS  
OF THE  
UNITED STATES OF AMERICA  
1776-1949

Compiled under the direction of

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*Assistant Legal Adviser, Department of State*

LUIS ...

Volume 8  
GERMANY-  
IRAN

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## *Germany (Baden)*

### EXTRADITION

*Convention signed at Berlin January 30, 1857*

*Senate advice and consent to ratification March 12, 1857*

*Ratified by Baden March 22, 1857*

*Ratified by the President of the United States March 23, 1857*

*Ratifications exchanged at Berlin April 21, 1857*

*Entered into force April 21, 1857*

*Proclaimed by the President of the United States May 19, 1857*

*Obsolete*

11 Stat. 713; Treaty Series 14<sup>1</sup>

#### CONVENTION FOR THE MUTUAL DELIVERY OF CRIMINALS, FUGITIVES FROM JUSTICE, IN CERTAIN CASES, BETWEEN THE UNITED STATES, ON THE ONE PART, AND THE GRAND DUCHY OF BADEN ON THE OTHER PART

Whereas it is found expedient, for the better administration of justice and the prevention of crime within the territories and jurisdiction of the parties, respectively, that persons committing certain heinous crimes, being fugitives from justice, should, under certain circumstances, be reciprocally delivered up; and also to enumerate such crimes explicitly; and whereas the laws and constitution of Baden do not allow its Government to surrender its own citizens to a foreign jurisdiction, the Government of the United States, with a view of making the Convention strictly reciprocal, shall be held equally free from any obligation to surrender citizens of the United States; therefore, on the one part, the United States of America, and on the other part, His Royal Highness, the Grand Duke of Baden, having resolved to treat on this subject, have for that purpose appointed their respective plenipotentiaries to negotiate and conclude a convention—that is to say:

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<sup>1</sup> For a detailed study of this convention, see 7 Miller 491.

The President of the United States of America, Peter D. Vroom, Envoy Extraordinary and Minister Plenipotentiary of the United States at the Court of the Kingdom of Prussia; and His Royal Highness the Grand Duke of Baden, Adolph, Baron Marschall de Bieberstein, His said Royal Highness' Envoy Extraordinary and Minister Plenipotentiary at the Court of His Majesty the King of Prussia, &c &c &c, who, after reciprocal communication of their respective powers, have agreed to and signed the following articles:

#### ARTICLE I

It is agreed that the United States and Baden shall, upon mutual requisitions by them, or their Ministers, officers, or authorities, respectively made, deliver up to justice all persons who, being charged with the crime of murder, or assault with intent to commit murder, or piracy, or arson, or robbery, or forgery, or the fabrication or circulation of counterfeit money, whether coin or paper money, or the embezzlement of public moneys committed within the jurisdiction of either party, shall seek an asylum, or shall be found within the territories of the other: *Provided*, that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial, if the crime or offence had there been committed; and the respective judges and other magistrates of the two Governments shall have power, jurisdiction and authority, upon complaint made under oath, to issue a warrant for the apprehension of the fugitive or person so charged, that he may be brought before such judges or other magistrates respectively, to the end that the evidence of criminality may be heard and considered; and if on such hearing the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper executive authority, that a warrant may issue for the surrender of such fugitive.

The expense of such apprehension and delivery shall be borne and defrayed by the party who makes the requisition and receives the fugitive.

Nothing in this article contained shall be construed to extend to crimes of a political character.

#### ARTICLE II

Neither of the contracting parties shall be bound to deliver up its own citizens or subjects under the stipulations of this convention.

#### ARTICLE III

Whenever any person accused of any of the crimes enumerated in this Convention shall have committed a new crime in the territories of the State where he has sought an asylum, or shall be found, such person shall not be delivered up under the stipulations of this Convention, until he shall have

been tried, and shall have received the punishment due to such new crime, or shall have been acquitted thereof.

#### ARTICLE IV

The present Convention shall continue in force until the 1<sup>st</sup> of January, one thousand eight hundred and sixty—1860; and if neither party shall have given to the other six months previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months after either of the high contracting parties shall have given notice to the other of such intention; each of the high contracting parties reserving to itself the right of giving such notice to the other, at any time after the expiration of the said 1<sup>st</sup> day of January, one thousand eight hundred and sixty—1860.

#### ARTICLE V

The present Convention shall be ratified by the President, by and with the advice and consent of the Senate of the United States, and by the Government of Baden, and the ratifications shall be exchanged in Berlin within one year from the date hereof, or sooner if possible.

In faith whereof the respective plenipotentiaries have signed this Convention and have hereunto affixed their seals.

Done in duplicate at Berlin, the thirtieth day of January, one thousand eight hundred and fifty seven—1857—and the eighty first year of the Independence of the United States.

P. D. VROOM

[SEAL]

ADOLPH B<sup>AR</sup> MARSCHALL DE BIEBERSTEIN

[SEAL]

## NATURALIZATION

*Treaty signed at Carlsruhe July 19, 1868*

*Senate advice and consent to ratification April 12, 1869*

*Ratified by the President of the United States April 18, 1869*

*Ratified by Baden November 24, 1869*

*Ratifications exchanged at Berlin December 7, 1869*

*Entered into force December 7, 1869*

*Proclaimed by the President of the United States January 10, 1870*

*Obsolete*

16 Stat. 731; Treaty Series 15

The President of the United States of America and his Royal Highness the Grand Duke of Baden, led by the wish to regulate the citizenship of those persons who emigrate from Baden to the United States of America, and from the United States of America to the territory of the Grand Duchy, have resolved to treat on this subject, and have for that purpose appointed plenipotentiaries, that is to say: The President of the United States of America, George Bancroft, envoy extraordinary and minister plenipotentiary from the said States near the Grand Duke of Baden; and his Royal Highness the Grand Duke of Baden, his president of the ministry of the grand-ducal house and of foreign affairs and chamberlain, Rudolph von Freydorf, who have agreed to and signed the following articles:

### ARTICLE I

Citizens of the Grand Duchy of Baden, who have resided uninterruptedly within the United States of America five years, and before, during, or after that time have become or shall become naturalized citizens of the United States, shall be held by Baden to be American citizens, and shall be treated as such. Reciprocally, citizens of the United States of America, who have resided uninterruptedly within the Grand Duchy of Baden five years, and before, during, or after that time have become or shall become naturalized citizens of the Grand Duchy of Baden, shall be held by the United States to be citizens of Baden, and shall be treated as such. The declaration of an intention to become a citizen of the one or the other country has not for either party the effect of naturalization.

## ARTICLE II

A naturalized citizen of the one party, on return to the territory of the other party, remains liable to trial and punishment for action punishable by the laws of his original country, and committed before his emigration; saving always the limitation established by the laws of his original country, or any other remission of liability to punishment. In particular, a former Badener who, under the first article, is to be held as an American citizen, is liable to trial and punishment according to the laws of Baden for non-fulfilment of military duty—

1. If he has emigrated after he, on occasion of the draft from those owing military duty, has been enrolled as a recruit for service in the standing army.
2. If he has emigrated whilst he stood in service under the flag, or had a leave of absence only for a limited time.
3. If, having a leave of absence for an unlimited time, or belonging to the reserve or to the militia, he has emigrated after having received a call into service, or after a public proclamation requiring his appearance, or after war has broken out.

On the other hand, a former Badener, naturalized in the United States, who, by or after his emigration, has transgressed or shall transgress the legal provisions on military duty by any acts or omissions other than those above enumerated in the clauses numbered one to three, can, on his return to his original country, neither be held subsequently to military service nor remain liable to trial and punishment for the non-fulfilment of his military duty. Moreover, the attachment on the property of an emigrant for non-fulfilment of his military duty, except in the cases designated in the clauses numbered one to three, shall be removed so soon as he shall prove his naturalization in the United States according to the first article.

## ARTICLE III

The convention for the mutual delivery of criminals, fugitives from justice, concluded between the Grand Duchy of Baden on the one part and the United States of America on the other part, the thirtieth day of January, one thousand eight hundred and fifty-seven,<sup>1</sup> remains in force without change.

## ARTICLE IV

The emigrant from one state who, according to the first article, is to be held as a citizen of the other state shall not on his return to his original country be constrained to resume his former citizenship; yet if he shall of his own accord reacquire it and renounce the citizenship obtained by naturalization, such a renunciation is allowed, and no fixed period of residence shall

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<sup>1</sup> TS 14, *ante*, p. 1.

be required for the recognition of his recovery of citizenship in his original country.

#### ARTICLE V

The present convention shall go into effect immediately on the exchange of ratifications, and shall continue in force ten years. If neither party shall have given to the other six months' previous notice of its intention then to terminate the same, it shall remain in force until the end of twelve months after either of the contracting parties shall have given notice of such intention.

#### ARTICLE VI

The present convention shall be ratified by his Royal Highness the Grand Duke of Baden and by the President, by and with the advice and consent of the Senate of the United States, and the ratifications shall be exchanged at Carlsruhe as soon as possible.

In faith whereof the plenipotentiaries have signed and sealed this convention.

Carlsruhe, the 19 July, 1868.

GEORGE BANCROFT [SEAL]

v. FREYDORF [SEAL]

## *Germany (Bavaria)*

### ABOLITION OF DROIT D'AUBAINE AND TAXES ON EMIGRATION

*Convention signed at Berlin January 21, 1845*

*Senate advice and consent to ratification, with an amendment,  
March 15, 1845*<sup>1</sup>

*Ratified by the President of the United States, with an amendment,  
March 18, 1845*<sup>1</sup>

*Ratified by Bavaria September 3, 1845*

*Ratifications exchanged at Berlin November 4, 1845*

*Entered into force November 4, 1845*

*Proclaimed by the President of the United States August 15, 1846*

*Obsolete*

9 Stat. 826; Treaty Series 16<sup>2</sup>

#### CONVENTION FOR THE MUTUAL ABOLITION OF THE DROIT D'AUBAINE, AND TAXES ON EMIGRATION, BETWEEN THE UNITED STATES OF AMERICA, AND HIS MAJESTY THE KING OF BAVARIA

The United States of America and His Majesty, the King of Bavaria, having agreed for the advantage of their respective citizens and subjects, to conclude a Convention for the mutual abolition of the droit d'aubaine and taxes on emigration, have named, for this purpose, their respective Plenipotentiaries, namely: the President of the United States of America has conferred full powers on Henry Wheaton, their Envoy Extraordinary, and Minister Plenipotentiary at the Royal Court of Prussia, and His Majesty, the King of Bavaria, upon Count Maximilian von Lerchenfeld-Koefering,

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<sup>1</sup> The U.S. amendment called for deletion in art. III of the words "real and" preceding the words "personal property" in both instances where that phrase appears.

The text printed here is the amended text as proclaimed by the President.

<sup>2</sup> For a detailed study of this convention, see 4 Miller 671.

His Chamberlain, Envoy Extraordinary and Minister Plenipotentiary at the Royal Prussian Court, Commander of the Royal Order of the Knights of St. George, of the Order for Merit in Civil Service of the Bavarian crown, of St. Michael, Grand Cross of the Russian Imperial Order of St. Anne of the first Class, of the Royal Prussian Order of the Red Eagle of the first Class, Commander Grand Cross of the Royal Swedish Order of the North Star and Great Commander of the Royal Greek Order of the Saviour,—who after having exchanged their said full powers, found in due and proper form, have agreed to and signed the following Articles:

#### ARTICLE I

Every kind of *droit d'aubaine*, *droit de retraite* and *droit de détraction* or tax on emigration is hereby, and shall remain abolished between the two Contracting Parties, their States, citizens and subjects respectively.

#### ARTICLE II

Where, on the death of any person holding real property within the territories of one Party, such real property would, by the laws of the land, descend on a citizen or subject of the other, were he not disqualified by alienage, such citizen or subject shall be allowed a term of two years to sell the same, which term may be reasonably prolonged according to circumstances, and to withdraw the proceeds thereof, without molestation, and exempt from all duties of detraction.

#### ARTICLE III<sup>3</sup>

The citizens or subjects of each of the Contracting Parties shall have power to dispose of their personal property within the States of the other, by testament, donation, or otherwise, and their heirs, legatees, and donees, being citizens or subjects of the other Contracting Party, shall succeed to their said personal property, and may take possession thereof, either by themselves, or by others acting for them, and dispose of the same at their pleasure, paying such duties only as the inhabitants of the country where the said property lies shall be liable to pay in like cases.

#### ARTICLE IV

In case of the absence of the heirs, the same care shall be taken, provisionally, of such real or personal property as would be taken in a like case of property belonging to the natives of the country, until the lawful owner, or the person who has a right to sell the same according to Art. II, may take measures to receive or dispose of the inheritance.

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<sup>3</sup> See footnote 1, p. 7.

ARTICLE V

If any dispute should arise between different claimants to the same inheritance, they shall be decided in the last resort according to the laws, and by the judges of the country where the property is situated.

ARTICLE VI

But this Convention shall not derogate in any manner from the force of the laws already published, or hereafter to be published by His Majesty, the King of Bavaria, to prevent the emigration of His subjects.

ARTICLE VII

This Convention is concluded subject to the ratification of the President of the United States of America, by and with the advice and consent of their Senate and of His Majesty, the King of Bavaria, and the ratifications thereof shall be exchanged at Berlin within the term of fifteen months from the date of the signature hereof, or sooner if possible.

In witness whereof, the respective plenipotentiaries have signed the above articles, as well in English as in German, and have thereto affixed their seals.

Done in quadruplicata in the city of Berlin on the Twenty First day of January, one Thousand, Eight Hundred and Forty Five, in the sixty ninth year of the Independence of the United States of America, and the nineteenth of the reign of His Majesty, the King of Bavaria.

HENRY WHEATON [SEAL]

GRAF V LERCHENFELD [SEAL]

## EXTRADITION

*Convention signed at London September 12, 1853*

*Senate advice and consent to ratification, with an amendment, July 12, 1854*<sup>1</sup>

*Ratified by the President of the United States, with an amendment, July 24, 1854*<sup>1</sup>

*Ratified by Bavaria September 20, 1854*

*Ratifications exchanged at London November 1, 1854*

*Entered into force November 1, 1854*

*Proclaimed by the President of the United States November 18, 1854*  
*Obsolete*

10 Stat. 1022; Treaty Series 17<sup>2</sup>

### CONVENTION FOR THE MUTUAL EXTRADITION OF FUGITIVES FROM JUSTICE, IN CERTAIN CASES, CONCLUDED BETWEEN THE GOVERNMENT OF THE UNITED STATES, ON THE ONE PART, AND THE KINGDOM OF BAVARIA ON THE OTHER PART

The United States of America and His Majesty, the King of Bavaria, actuated by an equal desire, to further the administration of justice and to prevent the commission of crimes in their respective countries, taking into consideration, that the increased means of communication between Europe and America facilitate the escape of offenders, and that, consequently provision ought to be made, in order that the ends of justice shall not be defeated, have determined to conclude an arrangement destined to regulate the course to be observed in all cases with reference to the extradition of such individuals, as having committed any of the offences, hereafter enumerated, in one Country, shall have taken refuge within the territories of the other. The constitution and laws of Bavaria, however, not allowing the Bavarian Government to surrender their own subjects for trial before a Foreign Court of Justice, a strict reciprocity requires, that the Government of the United States shall be held equally free from any obligation to surrender Citizens of the United States.

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<sup>1</sup> The U.S. amendment called for extending the period for exchange of ratifications specified in art. VI from 9 to 15 months.

The text printed here is the amended text as proclaimed by the President.

<sup>2</sup> For a detailed study of this convention, see 6 Miller 281.

For which purposes the high contracting Powers have appointed as their Plenipotentiaries:

The President of the United States, James Buchanan, Envoy extraordinary and Minister plenipotentiary of the United States at the Court of the United Kingdom of Great Britain and Ireland.

His Majesty the King of Bavaria, Augustus Baron de Cetto, His said Majesty's Chamberlain, Envoy extraordinary, and Minister plenipotentiary at the Court of Her Majesty, the Queen of the United Kingdom of Great Britain and Ireland, Knight Commander of the Order for merit of the Bavarian Crown and of the order for Merit of St. Michael, Knight Grand Cross of the royal Grecian Order of our Saviour.

who after reciprocal communication of their respective full powers, found in good and due form, have agreed to the following Articles.

#### ARTICLE I

The Government of the United States, and the Bavarian Government promised and engage, upon mutual requisitions by them or their Ministers, officers or authorities respectively made, to deliver up to justice all persons, who being charged with the crime of murder, or assault with intent to commit murder, or piracy, or arson, or robbery, or forgery, or the utterance of forged papers, or the fabrication, or circulation of counterfeit money, whether coin or paper money, or the embezzlement of public moneys, committed within the jurisdiction of either party shall seek an asylum, or shall be found within the territories of the other: provided, that this shall only be done upon such evidence of criminality, as according to the laws of the place, where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial, if the crime or offence had there been committed; and the respective judges, and other magistrates of the two Governments shall have power, jurisdiction and authority, upon complaint made under oath, to issue a warrant for the apprehension of the fugitive or person so charged, that he may be brought before such judges or other magistrates respectively, to the end, that the evidence of criminality may be heard and considered; and if, on such hearing, the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper executive authority, that a warrant may issue for the surrender of such fugitive.

The expense of such apprehension and delivery shall be borne and defrayed by the party, who makes the requisition and receives the fugitive.

#### ARTICLE II

The Stipulations of this Convention shall be applied to any other State of the German Confederation, which may hereafter declare its accession thereto.

## ARTICLE III

None of the contracting parties shall be bound, to deliver up its own citizens or subjects under the Stipulations of this Convention.

## ARTICLE IV

Whenever any person, accused of any of the crimes, enumerated in this Convention, shall have committed a new crime in the territories of the State, where he has sought an asylum, or shall be found, such person shall not be delivered up under the Stipulations of this Convention, until he shall have been tried and shall have received the punishment, due to such new crime, or shall have been acquitted thereof.

## ARTICLE V

The present Convention shall continue in force until the First of January One thousand eight hundred and fifty eight, and if neither party shall have given to the other six months previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months, after either of the high contracting parties shall have given notice to the other of such intention; each of the high contracting parties reserving to itself the right of giving such notice to the other at any time after the expiration of the said First day of January One thousand, eight hundred and fifty eight.

## ARTICLE VI

The present Convention shall be ratified by the President by and with the advice and consent of the Senate of the United States and by the Government of Bavaria and the ratifications shall be exchanged in London within fifteen<sup>3</sup> months from the date hereof, or sooner if possible.

In faith whereof the respective Plenipotentiaries have signed this Convention and have hereunto affixed their Seals.

Done in duplicate in London the twelfth day of September One thousand, eight hundred and fifty three and the seventy eighth year of the Independence of the United States.

JAMES BUCHANAN	[SEAL]
A. DE CETTO	[SEAL]

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<sup>3</sup> See footnote 1, p. 10.

## NATURALIZATION

*Treaty and protocol signed at Munich May 26, 1868*

*Ratified by Bavaria June 20, 1868*

*Senate advice and consent to ratification June 29, 1868*

*Ratified by the President of the United States July 17, 1868*

*Ratifications exchanged at Munich September 18, 1868*

*Entered into force September 18, 1868*

*Proclaimed by the President of the United States October 8, 1868*

*Obsolete*

15 Stat. 661; Treaty Series 18

### TREATY

His Majesty the King of Bavaria and the President of the United States of America, led by the wish to regulate the citizenship of those persons who emigrate from Bavaria to the United States of America, and from the United States of America to the territory of the Kingdom of Bavaria, have resolved to treat on this subject, and have, for that purpose, appointed Plenipotentiaries to conclude a convention, that is to say: His Majesty the King of Bavaria, Dr. Otto, Baron of Voelderdor, Councillor of Ministry, and the President of the United States of America, George Bancroft, Envoy Extraordinary and Minister Plenipotentiary; who have agreed to and signed the following articles:

#### ARTICLE I <sup>1</sup>

Citizens of Bavaria, who have become, or shall become, naturalized citizens of the United States of America, and shall have resided uninterruptedly within the United States five years, shall be held by Bavaria to be American citizens, and shall be treated as such.

Reciprocally, citizens of the United States of America who have become, or shall become, naturalized citizens of Bavaria, and shall have resided uninterruptedly within Bavaria five years, shall be held by the United States to be Bavarian citizens, and shall be treated as such.

The declaration of an intention to become a citizen of the one or the other country has not for either party the effect of naturalization.

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<sup>1</sup> For observations relating to arts. I, II, and IV, see protocol, p. 15.

ARTICLE II <sup>1</sup>

A naturalized citizen of the one party on return to the territory of the other party remains liable to trial and punishment for an action punishable by the laws of his original country, and committed before his emigration, saving always the limitation established by the laws of his original country, or any other remission of liability to punishment.

## ARTICLE III

The convention for the mutual delivery of criminals, fugitives from justice, in certain cases, concluded between the United States on the one part, and Bavaria on the other part, the twelfth day of September, one thousand eight hundred and fifty-three,<sup>2</sup> remains in force without change.

ARTICLE IV <sup>1</sup>

If a Bavarian, naturalized in America, renews his residence in Bavaria, without the intent to return to America, he shall be held to have renounced his naturalization in the United States.

Reciprocally, if an American, naturalized in Bavaria, renews his residence in the United States, without the intent to return to Bavaria, he shall be held to have renounced his naturalization in Bavaria.

The intent not to return may be held to exist when the person naturalized in the one country resides more than two years in the other country.

## ARTICLE V

The present convention shall go into effect immediately on the exchange of ratifications, and shall continue in force for ten years. If neither party shall have given to the other six months' previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months after either of the contracting parties shall have given notice to the other of such intention.

## ARTICLE VI

The present convention shall be ratified by his Majesty the King of Bavaria, and by the President, by and with the advice and consent of the Senate of the United States, and the ratifications shall be exchanged at Munich within twelve months from the date hereof.

In faith whereof the Plenipotentiaries have signed and sealed this convention.

MUNICH, *the 26th May, 1868.*

GEO. BANCROFT

[SEAL]

DR. OTTO FHR. VON VÖLDERNDORFF

[SEAL]

<sup>2</sup> TS 17, *ante*, p. 10.

## PROTOCOL

DONE AT MUNICH THE 26TH MAY, 1868

The undersigned met to-day to sign the treaty agreed upon in conformity with their respective full powers, relating to the citizenship of those persons who emigrate from Bavaria to the United States of America, and from the United States of America to Bavaria; on which occasion the following observations, more exactly defining and explaining the contents of this treaty, were entered in the following protocol:

## I. RELATING TO THE FIRST ARTICLE OF THE TREATY

1. Inasmuch as the copulative "and" is made use of, it follows, of course, that not the naturalization alone, but an additional five years' uninterrupted residence is required, before a person can be regarded as coming within the treaty; but it is by no means requisite that the five years' residence should take place after the naturalization. It is hereby further understood that if a Bavarian has been discharged from his Bavarian indigenate, or on the other side, if an American has been discharged from his American citizenship in the manner legally prescribed by the government of his original country, and then acquires naturalization in the other country in a rightful and perfectly valid manner, then an additional five years' residence shall no longer be required, but a person so naturalized shall from the moment of his naturalization be held and treated as a Bavarian, and reciprocally as an American citizen.

2. The words "resided uninterruptedly" are obviously to be understood, not of a continual bodily presence, but in the legal sense; and therefore a transient absence, a journey, or the like, by no means interrupts the period of five years contemplated by the first article.

## II. RELATING TO THE SECOND ARTICLE OF THE TREATY

1. It is expressly agreed that a person who, under the first article, is to be held as an adopted citizen of the other state, on his return to his original country cannot be made punishable for the act of emigration itself, not even though at a later day he should have lost his adopted citizenship.

## III. RELATING TO ARTICLE FOUR OF THE TREATY

1. It is agreed on both sides, that the regulative powers granted to the two governments respectively, by their laws for protection against resident aliens, whose residence endangers peace and order in the land, are not affected by the treaty. In particular the regulation contained in the second clause of the tenth article of the Bavarian military law of the 30th of January, 1868, according to which Bavarians emigrating from Bavaria before the fulfilment of their military duty cannot be admitted to a permanent residence in the

land till they shall have become 32 years old, is not affected by the treaty. But yet it is established and agreed, that by the expression "permanent residence" used in the said article, the above described emigrants are not forbidden to undertake a journey to Bavaria for a less period of time and for definite purposes, and the royal Bavarian government moreover cheerfully declares itself ready, in all cases in which the emigration has plainly taken place in good faith, to allow a mild rule in practice to be adopted.

2. It is hereby agreed that when a Bavarian naturalized in America, and reciprocally an American naturalized in Bavaria, takes up his abode once more in his original country without the intention of return to the country of his adoption, he does by no means thereby recover his former citizenship; on the contrary, in so far as it relates to Bavaria, it depends on his Majesty the King whether he will or will not in that event grant the Bavarian citizenship anew.

The article fourth shall accordingly have only this meaning, that the adopted country of the emigrant cannot prevent him from acquiring once more his former citizenship; but not that the state to which the emigrant originally belonged is bound to restore him at once to his original relation.

On the contrary, the citizen naturalized abroad must first apply to be received back into his original country in the manner prescribed by its laws and regulations, and must acquire citizenship anew, exactly like any other alien.

But yet it is left to his own free choice, whether he will adopt that course or will preserve the citizenship of the country of his adoption.

The two Plenipotentiaries give each other mutually the assurance that their respective governments in ratifying this treaty will also regard as approved and will maintain the agreements and explanations contained in the present protocol, without any further formal ratification of the same.

GEO. BANCROFT

[SEAL]

DR. OTTO FHR. VON VÖLDERNDORFF

[SEAL]

## Germany (*Bremen*)

### EXTRADITION

*Declaration of accession to convention of June 16, 1852, between the United States and Prussia and other states of the Germanic Confederation, signed at Bremen September 6, 1853*

*Accepted by the President of the United States October 14, 1853*

*Declaration and acceptance exchanged at Washington October 14, 1853*

*Proclaimed by the President of the United States October 15, 1853*

*Convention not revived after World War I*<sup>1</sup>

Treaty Series 37<sup>2</sup>

#### DECLARATION OF ACCESSION OF THE SENATE OF THE FREE HANSEATIC CITY OF BREMEN TO THE CONVENTION FOR THE MUTUAL DELIVERY OF CRIMINALS FUGITIVES FROM JUSTICE, BETWEEN PRUSSIA AND OTHER STATES OF THE GERMANIC CONFEDERATION ON THE ONE PART, AND THE UNITED STATES OF AMERICA ON THE OTHER PART

[TRANSLATION]

Whereas a convention for the mutual delivery of criminals fugitives from justice, in certain cases, between Prussia and other States of the Germanic Confederation on the one part, and the United States of North-America on the other part, was concluded at Washington on the 16th June 1852<sup>3</sup> by the Plenipotentiaries of the contracting parties, and was subsequently duly ratified on the part of the contracting Governments;

And whereas pursuant to the Second Article of the said Convention, the United States have agreed that the stipulations of the said convention shall be applied to any other State of the Germanic Confederation, which might

<sup>1</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

<sup>2</sup> For a detailed study of accessions to convention of June 16, 1852, see 6 Miller 14.

<sup>3</sup> TS 296, *post*, p. 105.

subsequently declare its accession thereto:—therefore the Senate of the Free Hanseatic City of Bremen accordingly hereby declares their accession to the said convention of the 16th June 1852, which is literally as follows:

[For text of convention, see TS 296, *post*, p. 105]

and hereby expressly promises that all and every one of the articles and provisions contained in the said convention shall be faithfully observed and executed within the dominion of the Free Hanseatic City of Bremen.

In faith whereof the President of the Senate has executed the present Declaration of accession and has caused the great seal of Bremen to be affixed to the same.

Done at Bremen the sixth day of September eighteen hundred and fifty three.

*The President of the Senate*

SMIDT

BREULS *Secr.*

[SEAL]

# Germany (*Brunswick and Luneburg*)

## INHERITANCE

*Convention signed at Washington August 21, 1854*

*Senate advice and consent to ratification, with an amendment, March 3, 1855*<sup>1</sup>

*Ratified by Brunswick March 31, 1855*

*Ratified by the President of the United States, with an amendment, July 10, 1855*<sup>1</sup>

*Ratifications exchanged at Washington July 28, 1855*

*Entered into force July 28, 1855*

*Proclaimed by the President of the United States July 30, 1855*

*Obsolete*

11 Stat. 601; Treaty Series 38<sup>2</sup>

The President of the United States of America and his Highness the Duke of Brunswick & Luneburg, animated by the desire to secure and extend, by an amicable convention, the relations happily existing between the two countries, have, to this effect, appointed as their plenipotentiaries, to wit: the President of the United States of America, William L. Marcy, Secretary of State of the United States; and his Highness the Duke of Brunswick and Luneburg, Dr. Julius Samson, His said Highness' Consul at Mobile, Alabama; who, after the exchange of their full powers, found in good and due form, have agreed upon and signed the following articles:

### ARTICLE I

The citizens of each one of the high contracting parties shall have power to dispose of their personal property, within the jurisdiction of the other,

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<sup>1</sup> The U.S. amendment called for adding in art. I, after the words "within the jurisdiction of the other", the phrase "subject to the laws of the State or country, where the domicile is, or the property is found".

The text printed here is the amended text as proclaimed by the President.

<sup>2</sup> For a detailed study of this convention, see 6 Miller 851.

subject to the laws of the State or country, where the domicil is, or the property is found; either by testament, donation, or *ab intestato*, or in any other manner; and their heirs, being citizens of the other party, shall inherit all such personal estates, whether by testament or *ab intestato*, and they may take possession of the same, either personally or by attorney, and dispose of them as they may think proper, paying to the respective governments no other charges than those to which the inhabitants of the country in which the said property shall be found would be liable in a similar case; and, in the absence of such heir, or heirs, the same care shall be taken of the property that would be taken, in the like case, for the preservation of the property of a citizen of the same country, until the lawful proprietor shall have had time to take measures for possessing himself of the same; and in case any dispute should arise between claimants to the same succession, as to the property thereof, the question shall be decided according to the laws, and by the judges, of the country in which the property is situated.

#### ARTICLE II

If, by the death of a person owning real property in the territory of one of the high contracting parties, such property should descend, either by the laws of the country, or by testamentary disposition, to a citizen of the other party, who, on account of his being an alien, could not be permitted to retain the actual possession of such property, such term as the laws of the State or country will permit shall be allowed to him to dispose of such property, and collect and withdraw the proceeds thereof, without paying to the government any other charges than those which, in a similar case, would be paid by an inhabitant of the country in which such real property may be situated.

#### ARTICLE III

The present convention shall be in force for the term of twelve years from the date hereof; and further, until the end of twelve months after the government of the United States on the one part, or that of His Highness the Duke of Brunswick and Luneburg on the other, shall have given notice of its intention of terminating the same.

This convention shall be ratified, and the ratifications shall be exchanged at Washington within twelve months after its date, or sooner, if possible.

In faith whereof, the respective plenipotentiaries have signed the present convention, and have thereunto affixed their seals.

Done at Washington, this twenty-first day of August in the year of our Lord one thousand eight hundred and fifty-four, and of the Independence of the United States the seventy-ninth.

W. L. MARCY [SEAL]

JULIUS SAMSON [SEAL]

## Germany (*Hanover*)

### COMMERCE AND NAVIGATION

*Treaty signed at Berlin May 20, 1840*

*Senate advice and consent to ratification July 15, 1840*

*Ratified by the President of the United States July 28, 1840*

*Ratified by Hanover November 4, 1840*

*Ratifications exchanged at Berlin November 14, 1840*

*Entered into force November 14, 1840*

*Proclaimed by the President of the United States January 2, 1841*

*Terminated March 5, 1847, by treaty of June 10, 1846*<sup>1</sup>

8 Stat. 552; Treaty Series 153<sup>2</sup>

The United States of America and His Majesty the King of Hanover, equally animated by the desire of extending as far as possible the commercial relations between, and the exchange of the productions of their respective States, have agreed, with this view, to conclude a Treaty of Commerce and Navigation.

For this purpose, the President of the United States of America has furnished with full-powers, Henry Wheaton, Their Envoy Extraordinary and Minister Plenipotentiary near His Majesty the King of Prussia; and His Majesty the King of Hanover has furnished with the like full powers, le Sieur Auguste de Berger, His Envoy Extraordinary and Minister Plenipotentiary near His Majesty the King of Prussia, Lieutenant-General, Knight Grand-Cross of the order of Guelph, the red eagle of Prussia, the order of merit of Oldenburg &c, who after exchanging their said full-powers, found in good and due form, have concluded and signed, subject to ratification, the following articles:

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<sup>1</sup> TS 154, *post*, p. 27.

<sup>2</sup> For a detailed study of this treaty, see 4 Miller 257.

## ARTICLE 1

There shall be between the territories of the High Contracting Parties a reciprocal liberty of commerce and navigation.

The inhabitants of their respective states shall mutually have liberty to enter, with or without their ships, and cargoes, the ports, places, waters and rivers of the territories of Each Party wherever foreign commerce is permitted.

They shall be permitted to sojourn and reside in all parts whatsoever of said territories, in order to attend to their affairs, and also to hire and occupy houses and ware-houses, for the purposes of their commerce, provided they submit to the laws as well general as special, relative to the right of residing and trading.

Whilst they conform to the laws and regulations in force, they shall be at liberty to manage themselves their own business in all the territories subject to the jurisdiction of Each Party, in respect to the consignment, and sale of their goods, by wholesale or retail, as with respect to the loading, unloading and sending off their ships, or to employ such agents and brokers as they may deem proper, they being, in all these cases, to be treated as the citizens or subjects of the country in which they reside, it being nevertheless understood that they shall remain subject to the said laws and regulations also in respect to sales by wholesale or retail.

They shall have free access to the tribunals of justice in their litigious affairs on the same terms which are granted by the law and usage of the country to native citizens or subjects, for which purpose they may employ in defence of their rights such advocates, attornies and other agents as they may judge proper.

## ARTICLE 2

No higher or other duties shall be imposed in any of the ports of the United States on Hanoverian vessels, than those payable in the same ports by vessels of the United States; nor in the ports of the Kingdom of Hanover on the vessels of the United States than shall be payable in the same ports on Hanoverian vessels.

The privileges secured by the present article to the vessels of the respective High Contracting Parties shall only extend to such as are built within their respective territories, or lawfully condemned as prize of war, or adjudged to be forfeited for a breach of the municipal laws of Either of the Parties, and belonging wholly to their citizens or subjects respectively, and of which the Master, officers and two thirds of the crew shall consist of the citizens or subjects of the Country to which the vessel belongs.

The same duties shall be paid on the importation into the ports of the United States of any articles, the growth, produce or manufacture of the Kingdom of Hanover, or of any other Country belonging to the Germanic Confederation and the Kingdom of Prussia, from whatsoever ports of the

said country the said vessels may depart, whether such importation shall be in vessels of the United States or in Hanoverian vessels; and the same duties shall be paid on the importation into the ports of the Kingdom of Hanover, of any articles, the growth, produce or manufacture of the United States and of every other country of the Continent of America and the West-India islands, from whatsoever ports of the said countries the vessels may depart whether such importation shall be in Hanoverian vessels or the vessels of the United States.

The same duties shall be paid and the same bounties allowed on the exportation of any articles, the growth, produce or manufacture of the Kingdom of Hanover, or of any other country, belonging to the Germanic Confederation and the Kingdom of Prussia, to the United States, whether such exportation shall be in vessels of the United States or in Hanoverian vessels, departing from the ports of Hanover, and the same duties shall be paid and the same bounties allowed on the exportation of any articles, the growth, produce or manufacture of the United States and of every other country on the Continent of America and the West-India islands, to the Kingdom of Hanover, whether such exportation shall be in Hanoverian vessels or in vessels of the United States, departing from the ports of the United States.

#### ARTICLE 3

No higher or other duties shall be imposed on the importation into the United States of any articles, the growth, produce or manufacture of the Kingdom of Hanover and no higher or other duties shall be imposed on the importation into the Kingdom of Hanover of any articles, the growth, produce or manufacture of the United States, than are or shall be payable on the like articles, being the growth, produce or manufacture of any other foreign country.

No higher or other duties and charges shall be imposed in the United States, on the exportation of any articles to the Kingdom of Hanover, or in Hanover, on the exportation of any articles to the United States, than such as are or shall be payable on the exportation of the like articles to any other foreign country.

No prohibition shall be imposed on the exportation or importation of any articles, the growth, produce or manufacture of the United States, or the Kingdom of Hanover, to or from the ports of said Kingdom or of the said United States, which shall not equally extend to all other nations.

#### ARTICLE 4

The preceding articles are not applicable to the coasting trade and navigation of the High Contracting Parties which are respectively reserved by Each exclusively to its own citizens or subjects.

## ARTICLE 5

No priority or preference shall be given by Either of the Contracting Parties, nor by any company, corporation or agent, acting on their behalf, or under their authority in the purchase of any article of commerce lawfully imported, on account or in reference to the national character of the vessel, whether it be of the one party or of the other in which such article was imported.

## ARTICLE 6

The Contracting Parties grant to Each other the liberty of having, Each in the ports of the other, consuls, vice-consuls, agents and commissaries of their own appointment, who shall enjoy the same privileges and powers as those of the most favored nations; but if any of the said consuls, shall carry on trade, they shall be subjected to the same laws and usages to which private individuals of their nation are subjected in the same place.

The consuls, vice-consuls and commercial agents shall have the right, as such, to sit as judges and arbitrators in such differences as may arise between the masters and crews of the vessels belonging to the nation, whose interests are committed to their charge, without the interference of the local authorities, unless the conduct of the crews or of the Captain should disturb the order or tranquillity of the country; or the said consuls, vice-consuls or commercial agents should require their assistance to cause their decisions to be carried into effect or supported.

It is, however, understood, that this species of judgment or arbitration shall not deprive the contending parties of the right they have to resort on their return, to the judicial authority of their own country.

The said consuls, vice-consuls and commercial agents are authorized to require the assistance of the local authorities for the search, arrest and imprisonment of the deserters from the ships of war, and merchant vessels of their Country.

For this purpose they shall apply to the competent tribunals, judges and officers, and shall, in writing, demand said deserters, proving by the exhibition of the registers of the vessels, the muster-rolls of the crews, or by any other official documents, that such individuals formed part of the crews; and on this claim being thus substantiated, the surrender shall not be refused.

Such deserters, when arrested, shall be placed at the disposal of the said consuls, vice-consuls, or commercial agents, and may be confined in the public prisons, at the request and cost of those who shall claim them, in order to be sent to the vessels to which they belong, or to others of the same country. But if not sent back within three months from the day of their arrest, they shall be set at liberty and shall not be again arrested for the same cause. However if the deserter shall be found to have committed any crime or offence, his surrender may be delayed until the tribunal, before which his case shall

be pending, shall have pronounced its sentence, and such sentence shall have been carried into effect.

#### ARTICLE 7

The citizens or subjects of Each Party shall have power to dispose of their personal property within the jurisdiction of the other, by sale, donation, testament or otherwise.

Their personal representatives, being citizens or subjects of the other Contracting Party, shall succeed to their said personal property, whether by testament or *ab intestato*.

They may take possession thereof, either by themselves or by others acting for them, at their will, and dispose of the same, paying such duties only as the inhabitants of the country wherein the said personal property is situate, shall be subject to pay in like cases.

In case of the absence of the personal representatives, the same care shall be taken of the said property as would be taken of the property of a native in like case, until the lawfull owner may take measures for receiving it.

If any question should arise among several claimants to which of them the said property belongs, the same shall be finally decided by the laws and judges of the country wherein it is situate.

Where, on the decease of any person, holding real estate within the territories of one Party, such real estate would, by the laws of the land descend on a citizen or subject of the other were he not disqualified by alienage, such citizen or subject shall be allowed a reasonable time to sell the same, and to withdraw the proceeds without molestation, and exempt from all duties of *détraction* on the part of the Government of the respective States.

The capitals and effects which the citizens or subjects of the respective parties, in changing their residence, shall be desirous of removing from the place of their domicil, shall likewise be exempt from all duties of *détraction* or emigration on the part of the respective Governments.

#### ARTICLE 8

The ancient and barbarous right to wrecks of the sea shall be entirely abolished with respect to the property belonging to the citizens or subjects of the Contracting Parties.

When any vessel of Either Party shall be wrecked, stranded or otherwise damaged on the coasts, or within the dominions of the other, their respective citizens or subjects shall receive, as well for themselves as for their vessels and effects, the same assistance which would be due to the inhabitants of the country where the accident happens.

They shall be liable to pay the same charges and dues of Salvage as the said inhabitants would be liable to pay in a like case.

If the operations of repair shall require that the whole or any part of the cargo be unloaded, they shall pay no duties of custom, charges or fees, on the

part which they shall reload and carry away, except as are payable in the like cases by national vessels.

It is nevertheless understood that if, whilst the vessel is under repair, the Cargo shall be unladen, and kept in a place of deposit, destined to receive goods, the duties on which have not been paid, the Cargo shall be liable to the charges and fees lawfully due to the keepers of such warehouses.

#### ARTICLE 9

The present Treaty shall be in force for the term of twelve years from the date hereof: and further until the end of twelve months after the Government of the United States on the one part or that of Hanover on the other, shall have given notice of its intention of terminating the same.

#### ARTICLE 10

The present Treaty shall be approved and ratified by the President of the United States of America by and with the advice and consent of Their Senate; and by His Majesty the King of Hanover; and the ratifications thereof shall be exchanged at the city of Berlin, within the space of ten months from this date, or sooner if possible.

In faith whereof the respective Plenipotentiaries have signed the above articles as well in French as in English, and have affixed thereto the Seals of their arms, declaring at the same time that the signature in the two languages shall not hereafter be cited as a precedent, nor in any manner prejudice the Contracting Parties.

Done in quadruplicate at the city of Berlin the twentieth day of May in the year of our Lord, one thousand eight-hundred and forty and the sixty-fourth of the Independence of the United-States of America.

HENRY WHEATON [SEAL]

AUGUSTUS DE BERGER [SEAL]

## COMMERCE AND NAVIGATION

*Treaty signed at Hanover June 10, 1846*

*Senate advice and consent to ratification January 6, 1847*

*Ratified by the President of the United States January 8, 1847*

*Ratified by Hanover March 5, 1847*

*Ratifications exchanged at Hanover March 5, 1847*

*Entered into force March 5, 1847*

*Proclaimed by the President of the United States April 24, 1847*

*Fourth paragraph of article 1<sup>1</sup> terminated April 29, 1862, by treaty of November 6, 1861<sup>2</sup>*

*Obsolete*

9 Stat. 857; Treaty Series 154<sup>3</sup>

The United States of America and His Majesty the King of Hanover, equally animated with a desire of placing the privileges of their navigation on a basis of the most extended liberality, and of affording, otherwise, every encouragement and facility, for increasing the commercial intercourse between their respective States, have resolved to settle in a definitive manner the rules which shall be observed between the one and the other by means of a treaty of Navigation and Commerce: For which purpose the President of the United States has conferred full powers on A. Dudley Mann, their special Agent to His Majesty the King of Hanover, and His Majesty the King of Hanover has furnished with the like full powers the Baron George Frederick de Falcke of His privy Council, Knight Grand-Cross of the Royal Guelphick Order, who after exchanging their full powers found in good and due form, have concluded and signed, subject to ratification, the following articles:

### ARTICLE 1

The High Contracting Parties agree, that whatever kind of produce, manufacture or merchandise of any foreign country can be, from time to time, lawfully imported into the United-States in their own vessels, may also be imported in vessels of the Kingdom of Hanover, and no higher or other duties upon the tonnage or cargo of the vessel shall be levied or collected

<sup>1</sup> Third paragraph in German text.

<sup>2</sup> TS 156, *post*, p. 37.

<sup>3</sup> For a detailed study of this treaty, see 4 Miller 825.

whether the importation be made in a vessel of the United States or in a Hanoverian vessel. And in like manner, whatever kind of produce, manufacture or merchandise of any foreign country can be, from time to time, lawfully imported into the Kingdom of Hanover in its own vessels may also be imported in vessels of the United States; and no higher or other duties upon the tonnage or cargo of the vessel shall be levied or collected, whether the importation be made in vessels of the one party or the other.

Whatever may be lawfully exported or re-exported by one party in its own vessels to any foreign country, may, in like manner, be exported or re-exported in the vessels of the other. And the same duties, bounties and drawbacks shall be collected and allowed, whether such exportation or re-exportation be made in vessels of the one party or the other.

Nor shall higher or other charges of any kind be imposed in the ports of the one party on vessels of the other, than are or shall be payable in the same ports by national vessels.

And further it is agreed that no higher, or other toll, shall be levied or collected at Brunshausen or Stade on the river Elbe, upon the tonnage or cargoes of vessels of the United States than is levied and collected upon the tonnage and cargoes of vessels of the Kingdom of Hanover and the vessels of the United States shall be subjected to no charges, detention or other inconvenience by the Hanoverian authorities in passing the above mentioned place, from which vessels of the Kingdom of Hanover are or shall be exempt.<sup>4</sup>

#### ARTICLE 2

The preceding article is not applicable to the coasting trade and navigation of the High Contracting Parties, which are respectively reserved by each exclusively to its own subjects or citizens.

#### ARTICLE 3

No priority or preference shall be given by either of the Contracting Parties, nor by any company, corporation or agent, acting on their behalf, or under their authority in the purchase of any article of commerce lawfully imported, on account of or in reference to the national character of the vessel, whether it be of the one Party or of the other, in which such article was imported.

#### ARTICLE 4

The ancient and barbarous right to wrecks of the sea shall remain entirely abolished with respect to the property belonging to the subjects or citizens of the High Contracting Parties.

When any vessel of either Party shall be wrecked, stranded or otherwise damaged on the coasts, or within the dominions of the other, their respective citizens or subjects shall receive, as well for themselves as for their vessels

<sup>4</sup> Paragraph terminated Apr. 29, 1862, by treaty of Nov. 6, 1861 (TS 156, *post*, p. 37).

and effects, the same assistance which would be due to the inhabitants of the country where the accident happens.

They shall be liable to pay the same charges and dues of salvage as the said inhabitants would be liable to pay in a like case.

If the operations of repair shall require that the whole, or any part of the cargo be unloaded, they shall pay no duties of custom, charges or fees, on the part which they shall reload and carry away, except such as are payable in the like case, by national vessels.

It is nevertheless understood, that if, whilst the vessel is under repair, the cargo shall be unladen, and kept in a place of deposit destined to receive goods, the duties on which have not been paid, the cargo shall be liable to the charges and fees lawfully due to the keepers of such warehouses.

#### ARTICLE 5

The privileges secured by the present treaty to the respective vessels of the High Contracting Parties shall only extend to such as are built within their respective territories, or lawfully condemned as prize of war, or adjudged to be forfeited for a breach of the municipal laws of either of the High Contracting Parties and belonging wholly to their subjects or citizens.

It is further stipulated, that vessels of the Kingdom of Hanover may select their crews from any of the States of the Germanic Confederation, provided that the master of each be a subject of the Kingdom of Hanover.

#### ARTICLE 6

No higher or other duties shall be imposed on the importation into the United States of any articles, the growth, produce or manufacture of the Kingdom of Hanover, or of its fisheries, and no higher or other duties shall be imposed on the importation into the Kingdom of Hanover of any articles, the growth, produce and manufacture of the United States and of their fisheries, than are or shall be payable on the like articles being the growth, produce or manufacture of any other foreign country or of its fisheries.

No higher or other duties and charges shall be imposed in the United States on the exportation of any articles to the Kingdom of Hanover, or in Hanover on the exportation of any articles to the United States, than such as are or shall be payable on the exportation of the like articles to any other foreign country.

No prohibition shall be imposed on the importation or exportation of any articles, the growth, produce or manufacture of the Kingdom of Hanover or of its fisheries or of the United States or their fisheries from or to the ports of said Kingdom or of the said United States, which shall not equally extend to all other powers and states.

#### ARTICLE 7

The High Contracting Parties engage mutually not to grant any particular favor to other nations in respect of navigation and duties of customs which

shall not immediately become common to the other Party, who shall enjoy the same freely, if the concession was freely made, or on allowing a compensation as near as possible if the concession was conditional.

#### ARTICLE 8

In order to augment by all the means, at its bestowal, the commercial relations between the United States and Germany the Kingdom of Hanover hereby agrees to abolish the import duty on raw cotton, and also to abolish the existing transit duties upon leaves, stems and strips of tobacco, in hogsheads or casks, raw cotton in Bales or Bags, whale Oil in casks or barrels, and rice in tierces or half tierces.

And further the Kingdom of Hanover obligates itself to levy no Weser-tolls on the afore mentioned articles, which are destined for, or landed in ports or other places, within its territory on the Weser; and it moreover agrees that if the States bordering upon said river shall consent at any time, however soon, to abolish the duties which they levy and collect upon said articles destined for ports or other places within the Hanoverian territory, the Kingdom of Hanover will readily abolish the Weser-tolls upon the same articles destined for ports and places in such States.

It being understood however that the afore said stipulations shall not be deemed to prohibit the levying upon the said articles a tax sufficient for defraying the expence of maintaining the regulation respecting transit goods. But in no case shall such tax exceed Eight Pfennigs Hanoverian currency (two Cents United States currency,) for one hundred Pounds Hanoverian weight (one hundred and four Pounds United States weight.).

#### ARTICLE 9

The High Contracting Parties grant to each other the liberty of having, each in the ports of the other, consuls, vice-consuls, commercial-agents and vice-commercial-agents of their own appointment, who shall enjoy the same privileges and powers as those of the most favored nations; but if any of the said consuls, shall carry on trade, they shall be subjected to the same laws and usages to which private individuals of their nation are subjected in the same place.

The consuls, vice-consuls, commercial- and vice-commercial-agents, shall have the right, as such, to sit as judges and arbitrators in such differences as may arise between the masters and crews of the vessels belonging to the nation, whose interests are committed to their charge, without the interference of the local authorities, unless the conduct of the crews or the Captain should disturb the order or tranquillity of the country; or the said consuls, vice-consuls, commercial-agents or vice-commercial-agents should require their assistance to cause their decisions to be carried into effect or supported.

It is however understood that this species of judgment or arbitration shall not deprive the contending parties of the right they have to resort on their return, to the judicial authority of their own country.

The said consuls, vice-consuls, commercial-agents and vice-commercial-agents are authorized to require the assistance of the local authorities for the search, arrest, and imprisonment of the deserters from the ships of war and merchant vessels of their country.

For this purpose they shall apply to the competent tribunals, judges and officers, and shall, in writing, demand said deserters proving by the exhibition of the registers of the vessels, the muster-rolls of the crews, or by any other official documents, that such individuals formed part of the crews, and on this claim being thus substantiated, the surrender shall not be refused.

Such deserters, when arrested, shall be placed at the disposal of the said consuls, vice-consuls, commercial-agents or vice-commercial-agents and may be confined in the public prisons, at the request and cost of those who shall claim them, in order, to be sent to the vessels to which they belong, or to others of the same country. But if not sent back within three months from the day of their arrest, they shall be set at liberty and shall not be again arrested for the same cause. However, if the deserter shall be found to have committed any crime or offence, his surrender may be delayed until the tribunal, before which his case shall be pending, shall have pronounced its sentence, and such sentence shall have been carried into effect.

#### ARTICLE 10

The subjects and citizens of the High Contracting Parties shall be permitted to sojourn and reside in all parts whatsoever of the said territories in order to attend to their affairs, and also to hire and occupy houses and warehouses for the purposes of their commerce, provided they submit to the laws, as well general as special, relative to the right of residing and trading.

Whilst they conform to the laws and regulations in force, they shall be at liberty to manage themselves their own business in all the territories subject to the jurisdiction of each party, as well in respect to the consignment and sale of their goods, by wholesale or retail, as with respect to the loading, unloading and sending off their ships, or to employ such agents and brokers as they may deem proper, they being in all these cases to be treated as the citizens or subjects of the country in which they reside, it being nevertheless understood, that they shall remain subject to the said laws and regulations also in respect to sales by wholesale or retail.

They shall have free access to the tribunals of justice in their litigious affairs on the same terms which are granted by the law and usage of country to native citizens or subjects, for which purpose they may employ in defence of their rights, such advocates, attornies and other agents as they may judge proper.

The citizens or subjects of each Party shall have power to dispose of their personal property within the jurisdiction of the other, by sale, donation, testament or otherwise.

Their personal representatives, being citizens or subjects of the other Contracting Party shall succeed to their said personal property, whether by testament or ab intestato.

They may take possession thereof, either by themselves, or by others, acting for them, at their will, and dispose of the same, paying such duty only as the inhabitants of the country wherein the said personal property is situate shall be subject to pay in like cases.

In case of the absence of the personal representatives, the same care shall be taken of the said property as would be taken of the property of a native in like case, until the lawfull owner may take measures for receiving it.

If any question should arise among several claimants to which of them the said property belongs, the same shall be finally decided, by the laws and judges of the country wherein it is situate.

Where, on the decease of any person, holding real estate within the territories of one Party such real estate would, by the laws of the land descend on a citizen or subject of the other were he not disqualified by alienage, such citizen or subject shall be allowed a reasonable time to sell the same, and to withdraw the proceeds without molestation, and exempt from all duties of detraction on the part of the Government of the respective States.

The capitals and effects which the citizens or subjects of the respective Parties, in changing their residence shall be desirous of removing from the place of their domicil shall likewise be exempt from all duties of detraction or emigration on the part of their respective Governments.

#### ARTICLE 11

The present treaty shall continue in force for the term of twelve years from the date hereof, and further until the end of twelve months after the Government of Hanover on the one part or that of the United States on the other part, shall have given notice of its intention of terminating the same; but upon the condition hereby expressly stipulated and agreed, that, if the Kingdom of Hanover shall determine, during the said term of twelve years, to augment the existing import duty upon leaves, strips or stems of tabacco, imported in Hogsheads or Casks,—a duty which at this time does not exceed one Thaler and one Gutengroschen per one hundred pounds Hanoverian currency and weight (seventy Cents pr. one hundred pounds United States currency and weight)—the Government of Hanover shall give a notice of one year to the Government of the United States before proceeding to do so, and at the expiration of that year, or any time subsequently, the Government of the United States shall have full power and right to abrogate the present treaty by giving a previous notice of six months to the Government of Han-

over, or to continue it, (at its option), in full force, until the operation thereof shall have been arrested in the manner first specified in the present article.

#### ARTICLE 12

The United States agree to extend all the advantages and privileges contained in the stipulations of the present treaty to one or more of the other States of the Germanic Confederation, which may wish to accede to them, by means of an official exchange of declarations, provided that such State or States shall confer similar favors upon the said United States to those conferred by the Kingdom of Hanover and observe and be subject to the same conditions, stipulations and obligations.<sup>5</sup>

#### ARTICLE 13

The present Treaty shall be approved and ratified by the President of the United States of America by and with the advice and consent of their Senate and by His Majesty the King of Hanover; and the ratifications thereof shall be exchanged at the City of Hanover within the space of ten months from this date, or, sooner if possible, when the treaty of commerce and navigation concluded between the High Contracting Parties at Berlin on the 20<sup>th</sup> day of May 1840<sup>6</sup> shall become null and void to all intents and purposes.

In faith whereof, We, the plenipotentiaries of the High Contracting Parties, have signed the present treaty and have thereto affixed our seals.

Done in quadruplicate at the City of Hanover on the tenth day of June in the year of our Lord One thousand eight hundred and forty six, & in the seventieth year of the independence of the United States of America.

A. DUDLEY MANN [SEAL]

GEORGE FREDERICK BARON DE FALCKE [SEAL]

<sup>5</sup> For declarations of accession by Mecklenburg-Schwerin and Oldenburg, see TS 199, *post*, p. 56, and TS 263, *post*, p. 74.

<sup>6</sup> TS 153, *ante*, p. 21.

## EXTRADITION

*Convention signed at London January 18, 1855*

*Senate advice and consent to ratification March 3, 1855*

*Ratified by the President of the United States March 8, 1855*

*Ratified by Hanover March 16, 1855*

*Ratifications exchanged at London April 17, 1855*

*Entered into force April 17, 1855*

*Proclaimed by the President of the United States May 5, 1855*

*Obsolete*

10 Stat. 1138; Treaty Series 155<sup>1</sup>

### CONVENTION FOR THE MUTUAL EXTRADITION OF FUGITIVES FROM JUSTICE, IN CERTAIN CASES, CONCLUDED BETWEEN THE GOVERNMENT OF THE UNITED STATES ON THE ONE PART, AND THE KINGDOM OF HANOVER ON THE OTHER PART

The United States of America and His Majesty the King of Hanover, actuated by an equal desire to further the administration of justice and to prevent the commission of crimes in their respective countries, taking into consideration, that the increased means of communication between Europe and America facilitate the escape of offenders, and that consequently provision ought to be made, in order that the ends of justice shall not be defeated, have determined to conclude an arrangement, destined to regulate the course, to be observed in all cases with reference to the extradition of such individuals, as having committed any of the offences, hereafter enumerated, in one country, shall have taken refuge within the territories of the other. The Constitution and laws of Hanover however, not allowing the Hanoverian Government to surrender their own subjects for trial before a Foreign Court of Justice, a strict reciprocity requires, that the Government of the United States shall be held equally free from any obligation to surrender Citizens of the United States.

For which purposes the high contracting Powers have appointed as their Plenipotentiaries:

The President of the United States, James Buchanan, Envoy Extraordinary and Minister Plenipotentiary of the United States, at the Court of the United Kingdom of Great Britain and Ireland:

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<sup>1</sup> For a detailed study of this convention, see 6 Miller 871.

His Majesty the King of Hanover, the Count Adolphus von Kielmansegge, his Envoy Extraordinary and Minister Plenipotentiary to Her Britannic Majesty, Grand Cross of the Order of the Guelphs, &c., &c.

who after reciprocal communication of their respective full powers, found in good and due form, have agreed to the following Articles.

#### ARTICLE I

The Government of the United States and the Hanoverian Government promise and engage, upon mutual requisitions by them or their Ministers, officers, or authorities respectively made, to deliver up to justice all persons, who being charged with the crime of murder, or assault with intent to commit murder, or piracy, or arson, or robbery, or forgery, or the utterance of forged papers, or the fabrication or circulation of counterfeit money, whether coin or paper money, or the embezzlement of public moneys, committed within the jurisdiction of either party, shall seek an asylum, or shall be found within the territories of the other: provided that this shall only be done upon such evidence of criminality, as according to the laws of the place, where the fugitive, or person so charged shall be found, would justify his apprehension and commitment for trial, if the crime or offence had there been committed; and the respective judges and other Magistrates of the two Governments shall have power, jurisdiction and authority upon complaint made under oath, to issue a warrant for the apprehension of the fugitive or person so charged, that he may be brought before such judges, or other Magistrates respectively, to the end, that the evidence of criminality may be heard and considered; and if on such hearing the evidence be deemed sufficient, to sustain the charge, it shall be the duty of the examining judge or magistrate, to certify the same to the proper executive authority, that a warrant may issue for the surrender of such fugitive.

The expense of such apprehension and delivery shall be borne and defrayed by the party who makes the requisition and receives the fugitive.

#### ARTICLE II

The Stipulations of this Convention shall be applied to any other State of the Germanic confederation, which may hereafter declare its accession thereto.

#### ARTICLE III

None of the contracting parties shall be bound, to deliver up its own subjects or Citizens under the Stipulations of this Convention.

#### ARTICLE IV

Whenever any person, accused of any of the crimes enumerated in this Convention, shall have committed a new crime in the territories of the State,

where he has sought an asylum or shall be found, such person shall not be delivered up under the Stipulations of this Convention, until he shall have been tried and shall have received the punishment due to such new crime, or shall have been acquitted thereof.

#### ARTICLE V

The present Convention shall continue in force until the First of January, One thousand eight hundred and fifty-eight, and if neither party shall have given to the other six months previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months, after either of the high contracting parties shall have given notice to the other of such intention; each of the high contracting parties reserving to itself the right of giving such notice to the other at any time after the expiration of the said First day of January, One thousand eight hundred and fifty-eight.

#### ARTICLE VI

The present Convention shall be ratified by the President by and with the advice and consent of the Senate of the United States and by the Government of Hanover, and the ratifications shall be exchanged, in London within Three months from the date hereof or sooner if possible.

In faith whereof, the respective Plenipotentiaries have signed this Convention and have hereunto affixed their Seals.

Done in duplicate in London the Eighteenth day of January One thousand eight hundred and fifty-five and the Seventy-ninth year of the Independence of the United States.

JAMES BUCHANAN [SEAL]

A. KIELMANSEGGE [SEAL]

## ABOLITION OF STADE OR BRUNSHAUSEN DUES

*Treaty and protocol signed at Berlin November 6, 1861*  
*Senate advice and consent to ratification February 3, 1862*  
*Ratified by the President of the United States February 7, 1862*  
*Ratified by Hanover April 12, 1862*  
*Ratifications exchanged at Berlin April 29, 1862*  
*Entered into force April 29, 1862*  
*Proclaimed by the President of the United States June 17, 1862*  
*Obsolete*

12 Stat. 1187; Treaty Series 156 <sup>1</sup>

### SPECIAL TREATY CONCERNING THE ABOLITION OF THE STADE OR BRUNSHAUSEN DUES

The United States of America and His Majesty the King of Hanover, equally animated by the desire to increase and facilitate the relations of commerce and navigation between the two countries have resolved, to conclude a special Treaty to the end, to free the navigation of the Elbe from the tolls, known under the designation of the Stade or Brunshausen Dues, and have for that purpose conferred full-powers:

the President of the United States of America  
upon Mr. Norman B. Judd, Envoy extraordinary and Minister plenipotentiary of the United States of America to Prussia,

and His Majesty the King of Hanover  
upon His Envoy extraordinary and Minister plenipotentiary at the Royal Prussian Court, the Lieutenant-Colonel and extraordinary Aid-de-Camp Mr. August Wilhelm von Reitzenstein, Knight-Commander of the 2<sup>d</sup> class of the Royal Guclphick Order etc.

who after having exchanged their full-powers, and having found them to be in due and proper form, have concluded the following articles:

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<sup>1</sup> For a detailed study of this treaty, see 8 Miller 615.

## ARTICLE I

His Majesty the King of Hanover assumes towards the United States of America, who accept the same, the obligation:

1, to abolish completely and forever the toll, hitherto levied on the cargoes of American vessels, ascending the Elbe and passing the mouth of the river called Schwinge, designated under the name of the Stade or Brunshausen Dues;

2, to levy no toll of any kind, of whatever nature it may be, upon the hulls or cargoes of American vessels, ascending or descending the Elbe, in place of those Dues, the abolition of which is agreed upon in the preceding paragraph;

3, nor to subject hereafter, under any pretext whatever, American vessels, ascending or descending the Elbe, to any measure of control, regarding the Dues, that are hereby abolished.

## ARTICLE II

His Majesty the King of Hanover obligates himself moreover to the United States of America:

1, to provide as hitherto, and to the extent of the existing obligations for the maintenance of the works, that are necessary for the free navigation of the Elbe;

2, not to impose, as a compensation for the expenses resulting from the execution of this obligation, upon the American Marine any charge whatever in lieu and place of the Stade or Brunshausen Dues.

## ARTICLE III

By way of damage and compensation for the sacrifices imposed upon His Majesty the King of Hanover, by the above stipulations, the United States of America agree to pay to His Majesty the King of Hanover, who accepts the same, the sum of Sixty Thousand Three Hundred and Fifty Three Thalers Hanoverian currency, this being the proportional quota part of the United States in the general table of indemnification for the abolition of the Stade or Brunshausen Dues.

## ARTICLE IV

The sum of Sixty Thousand Three Hundred and Fifty Three Thalers Courant, stipulated in Article III, shall be paid at Berlin into the hands of such person, as shall have been authorized by His Majesty the King of Hanover to receive it, on the day of the exchange of ratifications as hereinafter provided.

In consideration of the fact, that the stipulations, contained in Articles I and II, have already been applied to the American flag since the first day

of July 1861, the United States of America agree to pay besides, and the same time with the capital above named, the interest of that sum, at the rate of four per centum per annum, commencing with the first day of October 1861.

#### ARTICLE V

The execution of the obligations, contained in the present treaty, is especially subordinated to the accomplishment of such formalities and rules, as are established by the constitutions of the High Contracting Powers, and the compliance with these formalities and rules be brought about within the shortest delay possible.

#### ARTICLE VI

The Treaty of Commerce and Navigation, concluded between the United States of America and His Majesty the King of Hanover on the tenth day of June 1846.<sup>2</sup> shall continue to remain in force, with the exception of the stipulation contained in Paragraph 3. Article I, which shall cease to have effect, after the present Treaty shall have been ratified.

#### ARTICLE VII

This Treaty shall be approved and ratified, and the ratifications shall be exchanged at the city of Berlin within six months from the present date, or sooner if possible.

In faith whereof the respective Plenipotentiaries have signed the above articles both in the English and German languages and they have thereto affixed their seals.

Done in duplicate at Berlin the sixth day of November in the year of our Lord one thousand eight hundred and sixty one, and the Independence of the United States of America the eighty sixth.

N. B. JUDD [SEAL]

WILHELM AUGUST VON REITZENSTEIN [SEAL]

#### PROTOCOL

It remains understood, that until the execution of the stipulations contained in Articles V and VII of the treaty of to-day shall have taken place, the Hanoverian Government shall preserve the right, provisionally by way of precaution to maintain the Dues, which it has agreed to abolish. But as soon as the United States of America shall have fulfilled the stipulations therein mentioned, the Hanoverian Government shall order the discharge of that temporary measure of precaution, as regards merchandize transported in

<sup>2</sup> TS 154, *ante*, p. 27.

American vessels. Until however all the Powers, parties to the general treaty of the 22<sup>d</sup> day of June 1861,<sup>3</sup> concerning the abolition of the Stade or Brunshausen Dues, shall have fulfilled the engagements contained in the articles VI and VII of the last named treaty, it shall have power to require of American vessels a proof of their nationality without thereby causing them a delay or detention.

Done at Berlin the 6<sup>th</sup> November 1861.

N. B. JUDD

[SEAL]

WILHELM AUGUST VON REITZENSTEIN

[SEAL]

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<sup>3</sup> *British and Foreign State Papers*, vol. 51, p. 27.

## Germany (*Hanseatic Republics*)

### FRIENDSHIP, COMMERCE, AND NAVIGATION

*Convention signed at Washington December 20, 1827*

*Senate advice and consent to ratification January 7, 1828*

*Ratified by the President of the United States January 8, 1828*

*Ratified by Lubeck March 26, 1828, by Bremen April 3, 1828, and by  
Hamburg April 8, 1828*

*Ratifications exchanged at Washington June 2, 1828*

*Entered into force June 2, 1828*

*Proclaimed by the President of the United States June 2, 1828*

*Supplemented by additional article of June 4, 1828*<sup>1</sup>

*Obsolete*

8 Stat. 366; Treaty Series 157<sup>2</sup>

#### CONVENTION OF FRIENDSHIP, COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA, AND THE FREE HANSEATIC REPUBLICS OF LUBECK, BREMEN, AND HAMBURG

The United States of America, on the one part, and the Republic and free Hanseatic City of Lubeck, the Republic and free Hanseatic City of Bremen, and the Republic and free Hanseatic City of Hamburg (each State for itself separately,) on the other part, being desirous to give greater facility to Their commercial intercourse, and to place the privileges of Their navigation on a basis of the most extended liberality, have resolved to fix in a manner clear, distinct and positive, the rules which shall be observed between the one and the other, by means of a Convention of Friendship, Commerce and Navigation.

For the attainment of this most desirable object, the President of the United States of America has conferred Full Powers on Henry Clay, Their Secretary of State; and the Senate of the Republic and free Hanseatic City of Lubeck, the Senate of the Republic and free Hanseatic City of Bremen, and the Senate of the Republic and free Hanseatic City of Hamburg, have

<sup>1</sup> TS 158, *post*, p. 46.

<sup>2</sup> For a detailed study of this convention, see 3 Miller 387.

conferred Full Powers on Vincent Rumpff, Their Minister Plenipotentiary near the United States of America; who, after having exchanged their said Full Powers, found in due and proper form, have agreed to the following articles:

#### ARTICLE I

The Contracting Parties agree, That whatever kind of produce, manufacture, or merchandise of any foreign country can be, from time to time, lawfully imported into the United States, in their own vessels, may be also imported in vessels of the said free Hanseatic Republics of Lubeck, Bremen and Hamburg; and that no higher, or other duties upon the tonnage or cargo of the vessel, shall be levied or collected, whether the importation be made in vessels of the United States, or of either of the said Hanseatic Republics. And, in like manner, that whatever kind of produce, manufacture or merchandise, of any foreign country, can be, from time to time, lawfully imported into either of the said Hanseatic Republics, in its own vessels, may be also imported in vessels of the United States; and that no higher, or other, duties upon the tonnage or cargo of the vessel, shall be levied or collected, whether the importation be made in vessels of the one Party, or of the other. And they further agree, That whatever may be lawfully exported, or re-exported, by one Party, in its own vessels, to any foreign country, may, in like manner, be exported, or re-exported, in the vessels of the other Party. And the same bounties, duties and drawbacks shall be allowed and collected, whether such exportation or re-exportation be made in vessels of the one Party or of the other. Nor shall higher, or other, charges, of any kind, be imposed in the ports of the one Party, on vessels of the other, than are, or shall be payable, in the same ports, by national vessels.

#### ARTICLE II

No higher or other duties shall be imposed on the importation into the United States, of any article, the produce or manufacture of the free Hanseatic Republics of Lubeck, Bremen and Hamburg; and no higher or other duties shall be imposed on the importation into either of the said Republics, of any article the produce or manufacture of the United States, than are, or shall be payable, on the like article being the produce or manufacture of any other foreign country; nor shall any other, or higher, duties or charges be imposed by either Party, on the exportation of any articles to the United States or to the free Hanseatic Republics of Lubeck, Bremen, or Hamburg, respectively, than such as are, or shall be, payable on the exportation of the like articles, to any other foreign country: nor shall any prohibition be imposed, on the importation or exportation of any article, the produce or manufacture of the United States, or of the free Hanseatic Republics of Lubeck, Bremen or Hamburg, to, or from, the ports of the United States; or to, or from the ports of the other Party, which shall not equally extend to all other nations.

## ARTICLE III

No priority or preference shall be given, directly, or indirectly, by any or either of the Contracting Parties, nor by any Company, Corporation, or Agent, acting on their behalf, or under their authority, in the purchase of any article, the growth, produce, or manufacture of their States, respectively, imported into the other, on account of, or in reference to, the character of the vessel, whether it be of the one Party, or of the other, in which such article was imported: it being the true intent and meaning of the Contracting Parties, that no distinction or difference whatever shall be made in this respect.

## ARTICLE IV

In consideration of the limited extent of the territories of the Republics of Lubeck, Bremen and Hamburg, and of the intimate connection of trade and navigation subsisting between these Republics, it is hereby stipulated and agreed that any vessel which shall be owned exclusively by a citizen, or citizens of any, or either of them, and of which the master shall also be a citizen of any, or either of them, and provided three fourths of the crew shall be citizens or Subjects of any or either of the said Republics, or of any, or either of the States of the Confederation of Germany, such vessel, so owned, and navigated, shall for all the purposes of this Convention, be taken to be, and considered as, a vessel belonging to Lubeck, Bremen, or Hamburg.

## ARTICLE V

Any vessel, together with her cargo, belonging to either of the free Hanseatic Republics of Lubeck, Bremen, or Hamburg, and coming from either of the said ports, to the United States, shall, for all the purposes of this Convention, be deemed to have cleared from the Republic to which such vessel belongs; although, in fact, it may not have been the one from which she departed; and any vessel of the United States, and her cargo, trading to the ports of Lubeck, Bremen, or Hamburg, directly, or in succession, shall, for the like purposes, be on the footing of a Hanseatic vessel, and her cargo, making the same voyage.

## ARTICLE VI

It is, likewise, agreed, That it shall be wholly free for all merchants, commanders of ships, and other citizens of both Parties, to manage, themselves their own business, in all the ports and places subject to the jurisdiction of each other, as well with respect to the consignment and sale of their goods and merchandize, by wholesale or retail, as with respect to the loading, unloading, and sending off their ships, submitting themselves to the laws, decrees and usages there established, to which native citizens are subjected; they being in all these cases, to be treated as citizens of the Republic in which they reside, or at least, to be placed on a footing with the citizens or subjects of the most favored nation.

## ARTICLE VII

The Citizens of each of the Contracting Parties shall have power to dispose of their personal goods, within the jurisdiction of the other, by sale, donation, testament, or otherwise; and their representatives, being citizens of the other Party, shall succeed to their said personal goods, whether by testament, or *ab intestato*, and they may take possession thereof, either by themselves or others acting for them, and dispose of the same, at their will, paying such dues only as the inhabitants of the country wherein said goods are, shall be subject to pay in like cases: and if, in the case of real estate, the said heirs would be prevented from entering into the possession of the inheritance, on account of their character of aliens, there shall be granted to them the term of three years to dispose of the same, as they may think proper, and to withdraw the proceeds, without molestation, and exempt from all duties of detraction, on the part of the Government of the respective States.

## ARTICLE VIII

Both the Contracting Parties promise and engage formally to give their special protection to the persons and property, of the citizens of each other, of all occupations, who may be in the territories subject to the jurisdiction of the one or the other, transient or dwelling therein, leaving open and free to them the tribunals of justice for their judicial recourse, on the same terms which are usual and customary with the natives or citizens of the country in which they may be; for which they may employ, in defence of their rights, such advocates, solicitors, notaries, agents, and factors, as they may judge proper, in all their trials at law; and such citizens or agents shall have as free opportunity as native citizens to be present at the decisions and sentences of the tribunals, in all cases which may concern them; and, likewise, at the taking of all examinations and evidence which may be exhibited in the said trials.

## ARTICLE IX

The Contracting Parties desiring to live in peace and harmony with all the other nations of the earth, by means of a policy frank and equally friendly with all, engage mutually not to grant any particular favor to other nations, in respect of Commerce and navigation, which shall not immediately become common to the other Party, who shall enjoy the same freely, if the concession was freely made, or on allowing the same compensation, if the concession was conditional.

## ARTICLE X

The present Convention shall be in force for the term of twelve years, from the date hereof, and further, until the end of twelve months after the Government of the United States, on the one part, or the free Hanseatic Republics of Lubeck, Bremen or Hamburg, or either of them, on the other

part, shall have given notice of their intention to terminate the same; each of the said Contracting Parties reserving to itself the right of giving such notice to the other, at the end of the said term of twelve years; and it is hereby agreed between them, that, at the expiration of twelve months after such notice shall have been received by either of the Parties from the other, this Convention, and all the provisions thereof, shall altogether cease and determine, as far as regards the States giving and receiving such notice; it being always understood and agreed, that if one or more of the Hanseatic Republics aforesaid, shall, at the expiration of twelve years from the date hereof, give or receive notice of the proposed termination of this Convention, it shall nevertheless remain in full force and operation, as far as regards the remaining Hanseatic Republics, or Republic, which may not have given or received such notice.

#### ARTICLE XI

The present Convention being approved and ratified by the President of the United States, by, and with the advice and consent of the Senate thereof; and by the Senates of the Hanseatic Republics of Lubeck, Bremen and Hamburg, the ratifications shall be exchanged at Washington, within nine months from the date hereof, or sooner if possible.

In faith whereof, We, the Plenipotentiaries of the Contracting Parties have signed the present Convention; and have thereto affixed our Seals.

Done in quadruplicate, at the City of Washington on the twentieth day of December, in the year of Our Lord, one thousand eight hundred and twenty seven, in the fifty second year of the Independence of the United States of America.

H. CLAY [SEAL]

V. RUMPF [SEAL]

## FRIENDSHIP, COMMERCE, AND NAVIGATION

*Additional article signed at Washington June 4, 1828*

*Ratified by Lubeck August 13, 1828, by Bremen September 3, 1828,  
and by Hamburg September 13, 1828*

*Senate advice and consent to ratification December 29, 1828*

*Ratified by the President of the United States*

*Ratifications exchanged at Washington January 14, 1829*

*Entered into force January 14, 1829*

*Proclaimed by the President of the United States January 14, 1829*

*Obsolete*

8 Stat. 386; Treaty Series 158 <sup>1</sup>

### ADDITIONAL ARTICLE TO THE CONVENTION OF FRIENDSHIP, COMMERCE AND NAVIGATION CONCLUDED AT WASHINGTON ON THE TWENTIETH DAY OF DECEMBER 1828, BETWEEN THE UNITED STATES OF AMERICA, AND THE HANSEATIC REPUBLICS OF LUBECK, BREMEN AND HAMBURG

The United States of America, and the Hanseatic Republics of Lubeck, Bremen and Hamburg, wishing to favour their mutual commerce, by affording, in their ports, every necessary assistance to their respective vessels, the Undersigned Plenipotentiaries have further agreed upon the following Additional Article to the Convention of Friendship, Commerce and Navigation, concluded at Washington, on the twentieth day of December 1827,<sup>2</sup> between the Contracting Parties.

The Consuls and Vice Consuls may cause to be arrested the sailors, being part of the crews of the vessels of their respective countries, who shall have deserted from the said vessels, in order to send them back, and transport them out of the country. For which purpose the said Consuls and Vice-Consuls, shall address themselves to the Courts, judges, and officers competent, and shall demand the said deserters, in writing, proving, by an exhibition of the registers of the said vessels, or ship's roll, or other official document, that those men were part of said crews; and on this demand being so proved (saving, however, where the contrary is proved), the delivery shall not be refused, and there shall be given all aid and assistance to

<sup>1</sup> For a detailed study of this additional article, see 3 Miller 447.

<sup>2</sup> TS 157, *ante*, p. 41.

the said Consuls and Vice-Consuls, for the search, seizure, and arrest of the said deserters, who shall even be detained and kept in the prisons of the country, at their request and expense, until they shall have found opportunity of sending them back. But if they be not sent back within two months, to be counted from the day of their arrest, they shall be set at liberty, and shall be no more arrested for the same cause.

It is understood, however, that if the deserter should be found to have committed any crime or offence, his surrender may be delayed until the tribunal before which the case shall be depending, shall have pronounced its sentence, and such sentence shall have been carried into effect.

The present additional article shall have the same force and value, as if it were inserted, word for word, in the Convention signed at Washington on the twentieth day of December One thousand eight hundred and twenty seven; and being approved and ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by the Senates of the Hanseatic Republics of Lubeck, Bremen, and Hamburg, the Ratifications shall be exchanged at Washington within nine months from the date hereof, or sooner, if possible.

In faith whereof, We, the Undersigned, by virtue of our respective Full Powers, have signed the present Additional Article, and have thereto affixed our Seals.

Done in quadruplicate, at the City of Washington, on the Fourth day of June in the Year of Our Lord One thousand eight hundred and twenty eight.

H. CLAY [SEAL]

V. RUMPF [SEAL]

## CONSULS

*Convention signed at Washington April 30, 1852*

*Senate advice and consent to ratification August 30, 1852*

*Ratified by the President of the United States September 24, 1852*

*Ratified by Lubeck November 24, 1852, by Hamburg December 17, 1852, and by Bremen January 5, 1853*

*Ratifications exchanged at Washington February 25, 1853*

*Entered into force February 25, 1853*

*Proclaimed by the President of the United States June 6, 1853*

*Obsolete*

10 Stat. 961; Treaty Series 159<sup>1</sup>

### CONVENTION FOR THE MUTUAL EXTENSION OF THE JURISDICTION OF CONSULS, BETWEEN THE UNITED STATES AND THE FREE AND HANSEATIC REPUBLICS OF HAMBURG, BREMEN AND LUBECK

The United States of America and the Free and Hanseatic Republics of Hamburg, Bremen and Lubeck, having agreed to extend, in certain cases, the jurisdiction of their respective Consuls, and to increase the powers granted to said Consuls by existing Treaty-Stipulations,—have named for this purpose, as their respective Plenipotentiaries to wit: the President of the United States of America, Daniel Webster, Secretary of State of the United States—and the Senate of the Free and Hanseatic City of Hamburg, the Senate of the Free and Hanseatic City of Bremen and the Senate of the Free and Hanseatic City of Lubeck—Albert Schumacher, Consul General of Hamburg and Bremen in the United States—who, having exchanged their full Powers, found in due and proper form, have agreed to, and signed the following articles:

#### ARTICLE I

The Consuls, Vice Consuls, commercial and vice-commercial agents of each of the high contracting parties shall have the right, as such, to sit as judges and arbitrators in such differences as may arise between the masters and crews of the vessels belonging to the nation whose interests are committed to their charge, without the interference of the local authorities, unless the conduct of the crews or of the master should disturb the order or tran-

<sup>1</sup> For a detailed study of this convention, see 5 Miller 1055.

quillity of the country; or the said Consuls, Vice Consuls, commercial agents or vice-commercial agents should require their assistance in executing or supporting their own decisions. But this species of judgment or arbitration shall not deprive the contending parties of the right they have to resort, on their return, to the judicial authority of their own country.

## ARTICLE II

The present Convention shall be in force for the term of twelve years, from the day of its ratifications; and further until the end of twelve months, after the Government of the United States on the one part, or the Free and Hanseatic Republicks of Hamburg, Bremen or Lubeck, or either of them, on the other part, shall have given notice of their intention to terminate the same; each of the contracting parties reserving to itself the right of giving such notice to the other, at the end of the said term of twelve years;—and it is hereby agreed, that, at the expiration of twelve months after such notice shall have been received by either of the parties from the other, this Convention and all the provisions thereof, shall altogether cease and determine, as far as regards the States giving and receiving such notice; it being always understood and agreed, that, if one or more of the Free and Hanseatic Republicks aforesaid, shall, at the expiration of twelve years from the date of the ratification of the Convention, give or receive notice of the termination of the same—it shall, nevertheless, remain in full force and operation, as far as regards the remaining Free and Hanseatic Republicks or Republick, which may not have given or received such notice.

## ARTICLE III

This Convention is concluded subject to the ratification of the President of the United States of America, by and with the advice and consent of the Senate thereof,—and by the Senates of the Free and Hanseatic Republicks of Hamburg, Bremen and Lubeck; and the ratifications shall be exchanged at Washington within twelve months, from the date hereof, or sooner if possible.

In witness whereof, the respective plenipotentiaries have signed the above articles, as well in German as in English, and have thereto affixed their seals.

Done, in quadruplicate, at the City of Washington, on the thirtieth day of April A.D. one thousand eight hundred and fifty two, in the seventy sixth year of the Independence of the United States of America.

DAN<sup>1</sup> WEBSTER [SEAL]

A. SCHUMACHER [SEAL]

## *Germany (Hesse)*

### ABOLITION OF DROIT D'AUBAINE AND TAXES ON EMIGRATION

*Convention signed at Berlin March 26, 1844*

*Senate advice and consent to ratification June 12, 1844*

*Ratified by the President of the United States June 22, 1844*

*Ratified by Hesse October 8, 1844*

*Ratifications exchanged at Berlin October 16, 1844*

*Entered into force October 16, 1844*

*Proclaimed by the President of the United States May 8, 1845*

*Obsolete*

9 Stat. 818; Treaty Series 170<sup>1</sup>

#### CONVENTION FOR THE MUTUAL ABOLITION OF THE DROIT D'AUBAINE AND TAXES ON EMIGRATION BETWEEN THE UNITED STATES OF AMERICA AND THE GRAND DUCHY OF HESSE

The United States of America, on the one part, and His Royal Highness the Grand Duke of Hesse, on the other part, being equally desirous of removing the restrictions which exist in their territories upon the acquisition and transfer of property by their respective citizens and subjects have agreed to enter into negotiation for this purpose.

For the attainment of this desirable object, the President of the United States of America has conferred full powers on Henry Wheaton, their Envoy extraordinary and minister plenipotentiary at the Court of His Majesty the King of Prussia, and His Royal Highness the Grand Duke of Hesse upon Baron Schaeffer Bernstein, His Chamberlain, Colonel, Aide-de-Camp, and minister resident near His Majesty the King of Prussia, who, after having exchanged their said full powers, found in due and proper form, have agreed to the following articles:

<sup>1</sup> For a detailed study of this convention, see 4 Miller 539.

## ARTICLE 1

Every kind of droit d'aubaine, droit de retraite, and droit de déduction, or tax on emigration, is, hereby, and shall remain abolished, between the two Contracting Parties, their States, citizens, and subjects, respectively.

## ARTICLE 2

Where, on the death of any person, holding real property within the territories of one Party, such real property would, by the laws of the land, descend on a subject or citizen of the other, were he not disqualified by alienage, such citizen or subject shall be allowed a term of two years to sell the same, which term may be reasonably prolonged according to circumstances, and to withdraw the proceeds thereof, without molestation, and exempt from all duties of deduction on the part of the Government of the respective States.

## ARTICLE 3

The citizens or subjects of each of the Contracting Parties shall have power to dispose of their personal property within the States of the other, by testament, donation, or otherwise; and their heirs, being citizens or subjects of the other Contracting Party, shall succeed to their said personal property, whether by testament or ab intestato, and may take possession thereof, either by themselves or by others acting for them, and dispose of the same at their pleasure, paying such duties only as the inhabitants of the country, where the said property lies, shall be liable to pay in like cases.

## ARTICLE 4

In case of the absence of the heirs, the same care shall be taken provisionally, of such real or personal property, as would be taken in a like case of property belonging to the natives of the country, until the lawful owner, or the person who has a right to sell the same, according to article 2, may take measures to receive or dispose of the inheritance.

## ARTICLE 5

If any disputes should arise between different claimants to the same inheritance, they shall be decided, in the last resort, according to the laws, and by the judges of the country where the property is situated.

## ARTICLE 6

This Convention shall be ratified by the President of the United States of America, by and with the advice and consent of their Senate, and by His Royal Highness the Grand Duke of Hesse, and the ratifications shall be exchanged at Berlin within the term of six months from the date of the signature hereof, or sooner, if possible.

In faith of which the respective Plenipotentiaries have signed the above articles, both in French and English and have thereto affixed their seals declaring, nevertheless, that the signing in both languages shall not, hereafter, be cited as a precedent, nor in any way, operate to the prejudice of the Contracting Parties.

Done in quadruplicate in the city of Berlin, on the twenty sixth day of March in the year of our Lord one Thousand Eight Hundred and Forty Four, and the Sixty Eighth of the Independence of the United States of America.

HENRY WHEATON [SEAL]

B<sup>ON</sup> DE SCHAEFFER BERNSTEIN [SEAL]

## NATURALIZATION

*Convention signed at Darmstadt August 1, 1868*

*Senate advice and consent to ratification April 12, 1869*

*Ratified by the the President of the United States April 18, 1869*

*Ratified by Hesse July 2, 1869*

*Ratifications exchanged at Berlin July 23, 1869*

*Entered into force July 23, 1869*

*Proclaimed by the President of the United States August 31, 1869*

*Obsolete*

16 Stat. 743; Treaty Series 171

Whereas an agreement was made on the 22d of February, 1868, between the United States of America and the North German Confederation,<sup>1</sup> to regulate the citizenship of those persons who emigrate from the United States of America to the territory of the North German Confederation and from the North German Confederation to the United States of America, and whereas this agreement by publication in the bulletin of the laws of that Confederation has obtained binding force in the parts of the Grand Duchy of Hesse, belonging to the North German Confederation, it has seemed proper in like manner to establish regulations respecting the citizenship of such persons as emigrate from the United States of America to the parts of the Grand Duchy of Hesse, not belonging to the North German Confederation and from the above described parts of Hesse to the United States of America.

The President of the United States of America and his Royal Highness the Grand Duke of Hesse and by Rhine have therefore resolved to treat on this subject, and for that purpose have appointed plenipotentiaries to conclude a convention, that is to say, the President of the United States of America, George Bancroft, envoy extraordinary and minister plenipotentiary, and his Royal Highness the Grand Duke of Hesse and by Rhine &c., Dr. Frederick Baron von Lindelof, president of his council of state, minister of justice, and actual privy counsellor, who have agreed to and signed the following articles:

### ARTICLE I

Citizens of the parts of the Grand Duchy of Hesse not included in the North German Confederation, who have become or shall become naturalized citi-

<sup>1</sup> TS 261, *post*, p. 70.

zens of the United States of America, and shall have resided uninterruptedly within the United States five years, shall be held by the grand ducal Hessian government to be American citizens, and shall be treated as such.

Reciprocally: Citizens of the United States of America, who have become, or shall become naturalized citizens of the above described parts of the Grand Duchy of Hesse, and shall have resided uninterruptedly therein five years, shall be held by the United States to be citizens of the Grand Duchy of Hesse, and shall be treated as such.

The declaration of an intention to become a citizen of the one or the other country, has not for either party the effect of naturalization.

## ARTICLE II

A naturalized citizen of the one party on return to the territory of the other party, remains liable to trial and punishment for an action punishable by the laws of his original country, and committed before his emigration, saving always the limitation established by the laws of his original country.

## ARTICLE III

The convention for the mutual delivery of criminals, fugitives from justice, in certain cases, concluded between the United States of America and the Grand Duchy of Hesse, on the 16th of June, 1852,<sup>2</sup> remains in force, without change.

## ARTICLE IV

If a Hessian, naturalized in America, but originally a citizen of the parts of the Grand Duchy not included in the North German Confederation, renews his residence in those parts without the intent to return to America, he shall be held to have renounced his naturalization in the United States.

Reciprocally: if an American, naturalized in the Grand Duchy of Hesse, (within the above described parts,) renews his residence in the United States without the intent to return to Hesse, he shall be held to have renounced his naturalization in the Grand Duchy.

The intent not to return may be held to exist, when the person naturalized in the one country resides more than two years in the other country.

## ARTICLE V

The present convention shall go into effect immediately, on the exchange of ratifications, and shall continue in force for ten years. If neither party shall have given to the other six months previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months after either of the contracting parties shall have given notice to the other of such intention.

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<sup>2</sup> TS 296, *post*, p. 105.

## ARTICLE VI

The present convention shall be ratified by the President of the United States of America, and by his Royal Highness the Grand Duke of Hesse and by Rhine &c. The ratification of the first is to take effect by and with the advice and consent of the Senate of the United States; on the Grand Ducal Hessian side, the assent of the States of the Grand Duchy is reserved, in so far as it is required by the constitution.

The ratifications shall be exchanged at Berlin within one year of the present date.

In faith whereof the plenipotentiaries have signed and sealed this convention.

*Darmstadt, the 1st of August, 1868.*

GEO. BANCROFT

[SEAL]

FRIEDRICH FREIHERR VON LINDELOF

[SEAL]

## Germany (*Mecklenburg-Schwerin*)

### COMMERCE AND NAVIGATION

*Declaration of accession to treaty of June 10, 1846, between the United States and Hanover, signed and exchanged at Schwerin December 9, 1847*

*Senate advice and consent to ratification May 18, 1848*

*Ratified by the President of the United States May 20, 1848*

*Ratification delivered June 27, 1848, and acknowledged June 29, 1848*

*Entered into force June 29, 1848*

*Proclaimed by the President of the United States August 2, 1848*

*Obsolete*

9 Stat. 910; Treaty Series 199<sup>1</sup>

#### DECLARATION

Whereas a treaty of commerce and navigation between the United States of America and His Majesty the King of Hanover was concluded at Hanover on the tenth day of June One thousand eight-hundred and forty-six,<sup>2</sup> by the Plenipotentiaries of the contracting Parties, and was subsequently duly ratified on the part of both Governments;

And Whereas by the terms of the twelfth Article of the same the United States agree to extend all the advantages and privileges contained in the stipulations of the said treaty, to one or more of the other States of the Germanic confederation which may wish to accede to them by means of an official exchange of declarations, provided, that such State or States shall confer similar favors upon the United States to those conferred by the Kingdom of Hanover, and observe and be subject to the same conditions, stipulations and obligations;

And whereas the Government of His Royal Highness the Grand-Duke of Mecklenburg-Schwerin has signified its desire to accede to the said treaty and

<sup>1</sup> For a detailed study of this declaration, see 5 Miller 179.

<sup>2</sup> TS 154, *ante*, p. 27.

to all the stipulations and provisions therein contained, as far as the same are or may be applicable to the two countries, and to become a party thereto and has expressed its readiness to confer similar favours upon the United States as an equivalent in all respects to those conferred by the Kingdom of Hanover;

And Whereas the Government of the Grand-Duchy of Mecklenburg-Schwerin in its anxiety to avoid the possibility of a misconception hereafter of the nature and extent of the favours differing essentially from those of Hanover, which it consents to bestow upon the United States, as well as for its own faithful observance of all the provisions of the said treaty, wishes the stipulations, conditions and obligations, imposed upon it, as also those which rest upon the United States, as explicitly stated, word for word in the English and German languages as contained in the following Articles:

#### ARTICLE 1

The High Contracting Parties agree, that whatever kind of produce, manufacture or merchandise of any foreign country can be, from time to time lawfully imported into the United States in their own vessels, may also be imported in the vessels of the Grand Duchy of Mecklenburg-Schwerin, and no higher or other duties upon the tonnage or cargo of the vessel shall be levied or collected whether the importation be made in a vessel of the United States or in a vessel of Mecklenburg-Schwerin.

And in like manner whatever kind of produce, manufacture or merchandise of any foreign country can be, from time to time lawfully imported into the Grand-Duchy of Mecklenburg-Schwerin in its own vessels may also be imported in vessels of the United States; and no higher or other duties upon the tonnage or cargo of the vessel shall be levied or collected, whether the importation be made in vessels of the one party or the other.

Whatever may be lawfully exported or re-exported by one part in its own vessels to any foreign country, may in like manner be exported or reexported in the vessels of the other. And the same duties, bounties and drawbacks shall be collected and allowed, whether such exportation or re-exportation be made in vessels of the one party or the other.

Nor shall higher or other charges of any kind be imposed in the ports of one party on vessels of the other, than are or shall be payable in the same ports by national vessels.

#### ARTICLE 2

The preceding article is not applicable to the coasting trade and navigation of the High Contracting Parties, which are respectively reserved by each exclusively to its own subjects or citizens.

#### ARTICLE 3

No priority or preference shall be given by either of the Contracting Parties, nor by any company, corporation or agent acting on their behalf, or under

their authority in the purchase of any article of commerce lawfully imported, on account of or in reference to the national character of the vessel, whether it be of the one Party or of the other, in which such article was imported.

#### ARTICLE 4

The ancient and barbarous right to wrecks of the sea shall remain entirely abolished with respect to the property belonging to the subjects or citizens of the High Contracting Parties.

When any vessel of either Party shall be wrecked, stranded or otherwise damaged on the coasts, or within the dominions of the other, their respective citizens or subjects shall receive, as well for themselves as for their vessels and effects, the same assistance which would be due to the inhabitants of the country where the accident happens.

They shall be liable to pay the same charges and dues of salvage as the said inhabitants would be liable to pay in a like case.

If the operations of repair shall require that the whole, or any part of the cargo be unloaded, they shall pay no duties of custom, charges or fees, on the part which they shall reload and carry away, except such as are payable in the like case, by national vessels.

It is nevertheless understood, that if, whilst the vessel is under repair, the cargo shall be unladen, and kept in a place of deposit destined to receive goods, the duties on which have not been paid, the cargo shall be liable to the charges and fees lawfully due to the keepers of such warehouse.

#### ARTICLE 5

The privileges secured by the present treaty to the respective vessels of the High Contracting Parties shall only extend to such as are built within their respective territories, or lawfully condemned as prizes of war, or adjudged to be forfeited for a breach of the municipal laws of either of the High Contracting Parties and belonging wholly to their subjects or citizens. It is further stipulated, that vessels of the Grand-Duchy of Mecklenburg-Schwerin may select their crews from any of the states of the Germanic Confederation, provided that the master of each be a subject of the Grand-Duchy of Mecklenburg-Schwerin.

#### ARTICLE 6

No higher or other duties shall be imposed on the importation into the United States of any articles, the growth, produce or manufacture of the Grand-Duchy of Mecklenburg-Schwerin, or of its fisheries, and no higher or other duties shall be imposed on the importation into the Grand-Duchy of Mecklenburg-Schwerin of any articles, the growth, produce and manufacture of the United States and of their fisheries, than are or shall be payable on the like articles being the growth, produce or manufacture of any other foreign country or of its fisheries.

No higher or other duties and charges shall be imposed in the United States on the exportation of any articles to the Grand-Duchy of Mecklenburg-Schwerin, or in Mecklenburg-Schwerin on the exportation of any articles to the United States, than such as are or shall be payable on the exportation of the like articles to any other foreign country.

No prohibition shall be imposed on the importation or exportation of any articles, the growth, produce or manufacture of the Grand-Duchy of Mecklenburg-Schwerin or of its fisheries or of the United States or their fisheries from or to the ports of said Grand-Duchy, or of the said United States, which shall not equally extend to all other powers and states.

#### ARTICLE 7

The High Contracting Parties engage mutually not to grant any particular favour to other nations in respect of navigation and duties of customs, which shall not immediately become common to the Other Party, who shall enjoy the same freely, if the concession was freely made, or on allowing a compensation as near as possible, if the concession was conditional.

#### ARTICLE 8

In order to augment by all the means at its bestowal the commercial relations between the United States and Germany the Grand-Duchy of Mecklenburg-Schwerin agrees—subject to the reservation in Article eleventh, to abolish the import-duty on raw cotton and Paddy, or rice in the husk, the produce of the United States; to levy no higher import-duty upon leaves, stems or strips of tobacco, imported in hogsheads or casks, than One Thaler and two Schillings for one hundred pounds Hamburg weight (equal to seventy Cents United States currency and weight), to lay no higher import-Duty upon rice imported in tierces or half tierces than twenty-five schillings for one hundred pounds Hamburg weight (equal to thirty-seven and a half Cents United States currency and weight), to lay no higher Duty upon whale-oil, imported in Casks or Barrels, than twelve and a half Schillings per hundred pounds Hamburg weight (equal to eighteen and three quarters Cents United States currency and weight).

The Grand-Duchy of Mecklenburg-Schwerin further agrees to levy no higher Transit-duty on the aforementioned articles in their movement on the Berlin-Hamburg rail-road, than two Schillings per hundred pounds Hamburg weight (equal to three Cents United States currency and weight) and to levy no Transit-Duty on the above mentioned articles when conveyed through the ports of the country.

It is understood however, that nothing herein contained shall prohibit the levying of a duty sufficient for control, which in no instance shall exceed on the two articles imported duty-free or those on transit one schilling per hundred Pounds Hamburg weight (equal to One Cent and a half United States Currency and Weight).

## ARTICLE 9

The High Contracting Parties grant to Each other the liberty of having, Each in the ports of the other, Consuls, vice-consuls, commercial-agents, and vice-commercial-agents of their own appointment who shall enjoy the same privileges and powers as those of the most favoured nations; but if any of the said Consuls, shall carry on trade, they shall be subjected to the same laws and usages to which private individuals of their nation are subjected in the same place.

The Consuls, vice-consuls, commercial and vice-commercial-agents shall have the right, as such, to sit as judges and arbitrators in such differences as may arise between the masters and crews of the vessel belonging to the nation, whose interests are committed to their charge, without the interference of the local authorities, unless the conduct of the crews or of the Captain should disturb the order or tranquillity of the country; or the said consuls, vice-consuls, commercial-agents or vice-commercial-agents should require their assistance, to cause their decisions to be carried into effect or supported.

It is however understood, that this species of judgment or arbitration, shall not deprive the contending parties of the right they have to resort on their return, to the judicial authority of their own country.

The said Consuls, vice-consuls, commercial-agents and vice-commercial-agents are authorized to require the assistance of the local authorities for the search, arrest and imprisonment of the deserters from the ships of war and merchant vessels of their country. For this purpose they shall apply to the competent tribunals, judges and officers, and shall, in writing, demand said deserters, proving by the exhibition of the registers of the vessels, the muster-rolls of the crews, or by any other official documents, that such individuals formed part of the crews, and on this claim being thus substantiated, the surrender shall not be refused.

Such deserters, when arrested, shall be placed at the disposal of the said Consuls, vice-consuls, commercial-agents or vice-commercial-agents and may be confined in the public prisons, at the request and cost of those who shall claim them, in order to be sent to the vessels to which they belong, or to others of the same country. But if not sent back within three months from the day of their arrest, they shall be set at liberty and shall not be again arrested for the same cause. However if the deserter shall be found to have committed any crime or offence, his surrender may be delayed until the tribunal, before which his case shall be pending, shall have pronounced its sentence, and such sentence shall have been carried into effect.

## ARTICLE 10

The subjects and citizens of the High Contracting Parties shall be permitted to sojourn and reside in all parts whatsoever of the said territories in

order to attend to their affairs, and also to hire and occupy houses and warehouses for the purpose of their commerce, provided they submit to the laws, as well general as special, relative to the right of residing and trading.

Whilst they conform to the laws and regulations in force; they shall be at liberty to manage themselves their own business in all the territories subject to the jurisdiction of Each Party, as well in respect to the consignment and sale of their goods, by wholesale or retail, as with respect to the loading, unloading and sending off their ships, or to employ such agents and brokers as they may deem proper, they being, in all these cases to be treated as the citizens or subjects of the country in which they reside, it being nevertheless understood, that they shall remain subject to the said laws and regulations also in respect to sales by wholesale or retail.

They shall have free access to the tribunals of justice in their litigious affairs on the same terms which are granted by the law and usage of country to native citizens or subjects, for which purpose they may employ in defence of their rights, such advocates, attorneys and other agents as they may judge proper.

The citizens or subjects of Each Party shall have power to dispose of their personal property within the jurisdiction of the other, by sale, donation, testament or otherwise.

Their personal representatives being citizens or subjects of the other Contracting Party shall succeed to their said personal property, whether by testament or ab intestato. They may take possession thereof, either by themselves, or by others, acting for them, at their will, and dispose of the same, paying such duty only as the inhabitants of the country wherein the said personal property is situated shall be subject to pay in like cases. In case of the absence of the personal representatives, the same care shall be taken of the said property as would be taken of a property of a native in like case, until the lawful owner may take measures for receiving it.

If any question should arise among several claimants to which of them the said property belongs, the same shall be finally decided, by the laws and judges of the Country, wherein it is situated.

Where, on the decease of any person, holding real estate within the territories of one Party such real estate, would, by the laws of the land descend on a citizen or subject of the other were he not disqualified by alienage, such citizen or subject shall be allowed a reasonable time to sell the same, and to withdraw the proceeds without molestation, and exempt from all duties of detraction on the part of the Government of the respective States.

The capitals and effects which the citizens or subjects of the respective Parties, in changing their residence shall be desirous of removing from the place of their domicile shall likewise be exempt from all duties of detraction or emigration on the part of their respective Governments.

## ARTICLE 11

The present Treaty shall continue in force until the tenth of June One thousand eight hundred and fifty-eight, and further until the end of twelve months after the Government of Mecklenburg-Schwerin on the one part, or that of the United States on the other part, shall have given notice of its intention of terminating the same, but upon the condition hereby expressly stipulated and agreed, that, if the Grand-Duchy of Mecklenburg-Schwerin shall deem it expedient or find it compulsory during the said term, to levy a duty on paddy or rice in the husk, or augment the duties upon leaves, strips or stems of tobacco, on whale-oil and rice, mentioned in Article VIII. (eighth) of the present treaty the Government of Mecklenburg-Schwerin shall give notice of one year to the Government of the United States before proceeding to do so; and at the expiration of that year or any time subsequently the Government of the United States shall have full power and right to abrogate the present treaty by giving a previous notice of six months to the Government of Mecklenburg-Schwerin or to continue it (at its option) in full force until the operation thereof shall have been arrested in the manner first specified in the present Article.

Now therefore the Undersigned L. de Lutzow, President of the privy Council and first Minister of His Royal Highness, on the part of Mecklenburg-Schwerin and A. Dudley Mann, special Agent on the part of the United States, invested with full powers to this effect, found in good and due form, have this day signed in triplicate, and have exchanged this declaration. The effect of this agreement is hereby declared to be to establish the aforesaid treaty between the High Parties to this declaration, as fully and perfectly, to all intents and purposes, as if all the provisions therein contained, in the manner as they are above explicitly stated, had been agreed to in a separate treaty, concluded and ratified between them in the ordinary form.

In witness whereof the above named plenipotentiaries have hereto affixed their names and seals.

Done at Schwerin, this 9<sup>th</sup> (ninth) day of December 1847.

A. DUDLEY MANN [SEAL]

L OF LUTZOW [SEAL]

## EXTRADITION

*Declaration of accession to convention of June 16, 1852, between the United States and Prussia and other states of the Germanic Confederation, signed at Schwerin November 26, 1853*

*Accepted by the President of the United States January 5, 1854*

*Proclaimed by the President of the United States January 6, 1854*

*Convention not revived after World War I*<sup>1</sup>

10 Stat. 971; Treaty Series 200<sup>2</sup>

### DECLARATION OF ACCESSION TO THE TREATY FOR THE RECIPROCAL EXTRADITION OF FUGITIVE CRIMINALS CONCLUDED BETWEEN PRUSSIA AND THE OTHER STATES OF THE GERMANIC CONFEDERATION ON THE ONE HAND AND THE UNITED STATES OF NORTH AMERICA ON THE OTHER

[TRANSLATION]

Whereas a treaty for the reciprocal extradition of fugitive criminals, in special cases, was concluded between Prussia and other States of the Germanic Confederation on the one hand, and the United States of North America on the other, under date of June 16th, 1852,<sup>3</sup> at Washington, by the Plenipotentiaries of the contracting parties, and has been ratified by the contracting Governments; and whereas, in the second article of the same, the United States of North America have declared that they agree that the stipulations of the aforesaid treaty shall be applicable to every other State of the Germanic Confederation which shall have subsequently declared its accession to the treaty: Now, therefore, in accordance therewith, the Government of His Royal Highness the Grand Duke of Mecklenburg-Schwerin hereby declares, through the undersigned Grand Ducal Minister of Foreign Affairs, its accession to the aforesaid treaty of June 16th, 1852, which is, word for word, as follows:

[For text of convention and additional article of November 16, 1852, see TS 296, *post*, p. 105.]

and hereby expressly gives assurance that each and every article and stipulation of this treaty shall be faithfully observed and enforced within the territory of the Grand Duchy of Mecklenburg-Schwerin.

<sup>1</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

<sup>2</sup> For a detailed study of accessions to convention of June 16, 1852, see 6 Miller 141.

<sup>3</sup> TS 296, *post*, p. 105.

In testimony whereof the Grand Ducal Minister of Foreign Affairs, in the name of His Royal Highness the Grand Duke of Mecklenburg-Schwerin, has executed this declaration of accession, and caused the Ministerial seal to be thereunto affixed.

Done at Schwerin, November 26th, 1853.

GR. V. BULOW [SEAL]  
*Grand Ducal Minister of Foreign Affairs  
of Mecklenburg-Schwerin*

## Germany (*Mecklenburg-Strelitz*)

### EXTRADITION

*Declaration of accession to convention of June 16, 1825, between the United States and Prussia and other states of the Germanic Confederation, signed at Neustrelitz December 2, 1853*

*Accepted by the President of the United States January 26, 1854*

*Proclaimed by the President of the United States January 26, 1854*

*Convention not revived after World War I*<sup>1</sup>

10 Stat. 970; Treaty Series 201<sup>2</sup>

### DECLARATION OF ACCESSION

[TRANSLATION]

Whereas a treaty for the reciprocal extradition of fugitive criminals, in special cases, was concluded between Prussia and other States of the Germanic Confederation on the one hand, and the United States of North America on the other, under date of June 16th, 1852,<sup>3</sup> at Washington, by the Plenipotentiaries of the contracting parties, and has been ratified by the contracting Governments; and whereas, in the second article of the same, the United States of North America have declared that they agree that the stipulations of the aforesaid treaty shall be applicable to every other State of the Germanic Confederation which shall have subsequently declared its accession to the treaty: Now, therefore, in accordance therewith, the Government of His Royal Highness the Grand Duke of Mecklenburg-Strelitz, hereby declares its accession to the aforesaid treaty of June 16th, 1852, which is, word for word, as follows:

[For text of convention, see TS 296, *post*, p. 105.]

<sup>1</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

<sup>2</sup> For a detailed study of accessions to convention of June 16, 1852, see 6 Miller 14.

<sup>3</sup> TS 296, *post*, p. 105.

and hereby expressly gives assurance that each and every article and stipulation of this treaty shall be faithfully observed and enforced within the territory of the Grand Duchy of Mecklenburg-Strelitz.

In testimony whereof the undersigned Grand Ducal Minister of State, in the name of His Royal Highness the Grand Duke of Mecklenburg-Strelitz, has executed this declaration of accession, and caused the seal of the Grand Ducal Ministry of State to be thereunto affixed.

Done at Neustrelitz, the 2d day of December, 1853.

P. V. KANDORFF [SEAL]  
*Grand Ducal Minister of State*  
DRISCHOW

## *Germany (Nassau)*

### ABOLITION OF DROIT D'AUBAINE AND TAXES ON EMIGRATION

*Convention signed at Berlin May 27, 1846*

*Senate advice and consent to ratification July 21, 1846*

*Ratified by the President of the United States July 23, 1846*

*Ratified by Nassau July 29, 1846*

*Ratifications exchanged at Berlin October 13, 1846*

*Entered into force October 13, 1846*

*Proclaimed by the President of the United States January 6, 1847*

*Obsolete*

9 Stat. 849; Treaty Series 248 <sup>1</sup>

#### CONVENTION FOR THE MUTUAL ABOLITION OF THE DROIT D'AUBAINE AND TAXES ON EMIGRATION BETWEEN THE UNITED STATES OF AMERICA AND HIS ROYAL HIGHNESS THE DUKE OF NASSAU

The United States of America and His Royal Highness the Duke of Nassau having resolved, for the advantage of their respective citizens and subjects, to conclude a Convention for the mutual abolition of the droit d'aubaine and taxes on emigration, have named for this purpose their respective Plenipotentiaries, namely, the President of the United States of America has conferred full powers on Henry Wheaton, their Envoy Extraordinary and Minister Plenipotentiary at the Royal Court of Prussia, and His Royal Highness the Duke of Nassau, upon His Minister Resident at the Royal Court of Prussia, Colonel and Chamberlain, Otto Wilhelm Carl von Roeder, Comthur [Commander] of the 1<sup>st</sup> Class of the Ducal Order of Henry, the Lion, etc. etc. who, after having exchanged their said full powers, found in due and proper form, have agreed to, and signed, the following articles.

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<sup>1</sup> For a detailed study of this convention, see 4 Miller 817.

## ARTICLE I

Every kind of droit d'aubaine, droit de retraite and droit de détraction or tax on emigration is, hereby, and shall remain abolished, between the two contracting parties, their States, citizens, and subjects respectively.

## ARTICLE II

Where, on the death of any person holding real property within the territories of one party, such real property would, by the laws of the land, descend on a citizen or subject of the other, were he not disqualified by alienage, such citizen or subject shall be allowed a term of two years to sell the same,—which term may be reasonably prolonged, according to circumstances,—and to withdraw the proceeds thereof, without molestation, and exempt from all duties of detraction.

## ARTICLE III

The citizens or subjects of each of the contracting parties shall have power to dispose of their personal property within the States of the other, by testament, donation, or otherwise, and their heirs, legatees and donees, being citizens or subjects of the other contracting party, shall succeed to their said personal property, and may take possession thereof, either by themselves or by others acting for them, and dispose of the same at their pleasure, paying such duties only as the inhabitants of the country where the said property lies, shall be liable to pay in like cases.

## ARTICLE IV

In case of the absence of the heirs, the same care shall be taken provisionally, of such real or personal property, as would be taken in a like case of property belonging to the natives of the country until the lawful owner, or the person who has a right to sell the same, according to Article II, may take measures to receive or dispose of the inheritance.

## ARTICLE V

If any disputes should arise between different claimants to the same inheritance, they shall be decided, in the last resort, according to the laws and by the judges of the country where the property is situated.

## ARTICLE VI

All the stipulations of the present Convention shall be obligatory in respect to property already inherited or bequeathed, but not yet withdrawn from the country where the same is situated at the signature of this Convention.

## ARTICLE VII

This Convention is concluded subject to the ratification of the President of the United States of America, by and with the advice and consent of their Senate, and of His Royal Highness the Duke of Nassau, and the ratifications thereof shall be exchanged at Berlin, within the term of twelve months from the date of the signature hereof; or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the above articles, as well in English as in German and have thereto affixed their seals.

Done in triplicata, in the city of Berlin, on the 27<sup>th</sup> day of May one thousand eight hundred and forty-six, in the 70<sup>th</sup> year of the Independence of the United States of America, and the seventh of the reign of His Royal Highness the Duke of Nassau.

HENRY WHEATON [SEAL]

OTTO WILHELM CARL V. RÖDER [SEAL]

# Germany (*North German Confederation*)

## NATURALIZATION

*Treaty signed at Berlin February 22, 1868; protocol signed at Berlin June 12, 1871*

*Senate advice and consent to ratification, with an amendment, March 26, 1868*<sup>1</sup>

*Ratified by the President of the United States, with an amendment, March 30, 1868*<sup>1</sup>

*Ratified by the King of Prussia April 11, 1868*

*Ratifications exchanged at Berlin May 9, 1868*

*Entered into force May 9, 1868*

*Proclaimed by the President of the United States May 27, 1868*

*Not revived after World War I*<sup>2</sup>

15 Stat. 615; Treaty Series 261

## TREATY

The President of the United States of America, and His Majesty the King of Prussia, in the name of the North German Confederation, led by the wish to regulate the citizenship of those persons who emigrate from the North German Confederation to the United States of America, and from the United States of America to the territory of the North German Confederation, have resolved to treat on this subject, and have for that purpose appointed Plenipotentiaries to conclude a convention; that is to say: the President of the United States of America, George Bancroft, Envoy Extraor-

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<sup>1</sup> For U.S. amendment, see protocol, p. 72.

The text printed here is the amended text as proclaimed by the President.

<sup>2</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

dinary and Minister Plenipotentiary from the said States near the King of Prussia and the North German Confederation, and His Majesty, the King of Prussia, Bernhard König, Privy Councillor of Legation, who have agreed to and signed the following articles:

#### ARTICLE I

Citizens of the North German Confederation, who become naturalized citizens of the United States of America, and shall have resided uninterruptedly within the United States five years, shall be held by the North German Confederation to be American citizens, and shall be treated as such.

Reciprocally: citizens of the United States of America who become naturalized citizens of the North German Confederation, and shall have resided uninterruptedly within North Germany five years, shall be held by the United States to be North German citizens, and shall be treated as such.

The declaration of an intention to become a citizen of the one or the other country has not for either party the effect of naturalization.

This article shall apply as well to those already naturalized in either country as those hereafter naturalized.

#### ARTICLE II

A naturalized citizen of the one party on return to the territory of the other party remains liable to trial and punishment for an action punishable by the laws of his original country and committed before his emigration; saving, always, the limitation established by the laws of his original country.

#### ARTICLE III

The convention for the mutual delivery of criminals, fugitives from justice, in certain cases, concluded between the United States on the one part, and Prussia and other States of Germany on the other part, the sixteenth day of June, one thousand eight hundred and fifty-two,<sup>3</sup> is hereby extended to all the States of the North German Confederation.

#### ARTICLE IV

If a German naturalized in America renews his residence in North Germany, without the intent to return to America, he shall be held to have renounced his naturalization in the United States.

Reciprocally: if an American naturalized in North Germany renews his residence in the United States, without the intent to return to North Germany, he shall be held to have renounced his naturalization in North Germany.

The intent not to return may be held to exist when the person naturalized in the one country resides more than two years in the other country.

<sup>3</sup> TS 296, *post*, p. 105.

## ARTICLE V

The present convention shall go into effect immediately on the exchange of ratifications, and shall continue in force for ten years. If neither party shall have given to the other six months' previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months after either of the contracting parties shall have given notice to the other of such intention.

## ARTICLE VI

The present convention shall be ratified by the President, by and with the advice and consent of the Senate of the United States, and by His Majesty the King of Prussia in the name of the North German Confederation; and the ratifications shall be exchanged at Berlin within six months from the date hereof.

In faith whereof the Plenipotentiaries have signed and sealed this convention.

BERLIN, *the 22d of February, 1868.*

GEORGE BANCROFT [SEAL]

BERNHARD KÖNIG [SEAL]

## PROTOCOL

Whereas a convention was made on the 22d of February, 1868, between the United States of America and the North German Confederation, to regulate the citizenship of those persons who emigrate from the United States of America to the territory of the North German Confederation, and from the North German Confederation to the United States of America;

And whereas the Senate of the United States of America, to leave no doubt of the true interpretation of the first article of the said convention, did, on the 26th day of March, 1868, adopt as the conclusion, of the said article an amendment in the words following, to wit:

“This article shall apply as well to those already naturalized in either country as those hereafter naturalized;”

And whereas this amendment was communicated by the United States to the Government of the North German Confederation before the exchange of ratifications of the convention, and was then accepted by the North German Confederation as the true and only just interpretation of the said first article of the said convention:

The undersigned Plenipotentiaries, who were formerly appointed to treat on the regulation of citizenship as aforesaid, and who concluded and signed the said convention of the 22d of February, 1868, that is to say:

George Bancroft, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, and

Bernhard König, Privy Councillor of Legation, have this day met, and being duly authorized, have agreed to and signed and exchanged the present protocol.

The said amendment is recognized by the United States of America and by the North German Confederation as a part of the convention between the United States of America, and the North German Confederation, of which the ratifications were exchanged on the 9th day of May, 1868.

In faith whereof the Plenipotentiaries have signed, sealed, and exchanged this protocol.

Berlin, *the 12th day of June, 1871.*

GEORGE BANCROFT [SEAL]

BERNHARD KÖNIG [SEAL]

# Germany (Oldenburg)

## COMMERCE AND NAVIGATION

*Declaration of accession to treaty of June 10, 1846, between the United States and Hanover, signed and exchanged at Oldenburg March 10, 1847*

*Obsolete*

9 Stat. 868; Treaty Series 263 <sup>1</sup>

Whereas a Treaty of Navigation and Commerce between the United States of America and His Majesty the King of Hanover was concluded at Hanover on the 10th day of June last,<sup>2</sup> by the Plenipotentiaries of the contracting Parties, and was subsequently duly ratified on the part of both Governments:

And whereas, by the terms of the twelfth article of the same, "The United States agree to extend all the advantages and privileges contained in the stipulations of the present Treaty to one or more of the other States of the Germanic Confederation which may wish to accede to them, by means of an official exchange of declarations: provided that such State or States shall confer similar favors upon the said United States to those conferred by the Kingdom of Hanover, and observe and be subject to the same conditions, stipulations, and obligations:"

And whereas the Government of His Royal Highness the Grand-Duke of Oldenburg has signified its desire to accede to the said Treaty, and to all the stipulations and provisions therein contained, so far as the same are or may be applicable to the two countries, and to become a party thereto: that is to say, to all the said stipulations and provisions, excepting only those relating to the Stade-and the Weser tolls, in which the Government of Oldenburg has no interest, and over which it has no control:

Now, therefore, the Undersigned, Baron W. E. de Beaulieu-Marconnay, of the Privy Council of His Royal Highness and at the head of the Department

<sup>1</sup> For a detailed study of this declaration, see 5 Miller 161.

<sup>2</sup> TS 154, *ante*, p. 27.

of Foreign Affairs on the part of Oldenburg, and A. D. Mann, Special Agent on the part of the United States, invested with full powers to this effect, found in good and due form, have this day signed in duplicate, and have exchanged this Declaration of the accession—(hereby agreed to on the part of the United States)—of His Royal Highness the Grand-Duke of Oldenburg for the Duchy of Oldenburg to the Treaty aforesaid; the effect of which accession and agreement is hereby declared to be to establish the said Treaty between the High Parties to this Declaration, as fully and perfectly to all intents and purposes as if all the provisions therein contained, excepting as above excepted, had been recited word for word in a separate Treaty, concluded and ratified between them in the ordinary form.

In witness whereof, the above named Plenipotentiaries have hereto affixed their names and seals. Done at Oldenburg this tenth day of March 1847.

A. DUDLEY MANN [SEAL]

W E VON BEAULIEU MARCONNAY [SEAL]

## EXTRADITION

*Declaration of accession to convention of June 16, 1852, between the  
United States and Prussia and other states of the Germanic Con-  
federation, signed at Oldenburg December 30, 1853*

*Accepted by the President of the United States March 21, 1854*

*Proclaimed by the President of the United States March 21, 1854*

*Convention not revived after World War I*<sup>1</sup>

Treaty Series 264<sup>2</sup>

[TRANSLATION]

DECLARATION OF ACCESSION OF THE GRAND DUCAL GOVERNMENT OF OLDEN-  
BURG TO THE CONVENTION BETWEEN PRUSSIA AND OTHER STATES OF THE  
GERMANIC CONFEDERATION ON THE ONE HAND AND THE UNITED STATES  
OF NORTH AMERICA ON THE OTHER, FOR THE EXTRADITION OF CRIMINALS,  
FUGITIVE FROM JUSTICE, IN CERTAIN CASES

Whereas a treaty for the reciprocal extradition of fugitive criminals, in special cases, was concluded between Prussia and other States of the Germanic Confederation, on the one hand, and the United States of North America on the other, under date of June 16th, 1852,<sup>3</sup> at Washington, by the Plenipotentiaries of the contracting parties, and has been ratified by the contracting Governments; and whereas, in the second article of the same, the United States of North America have declared that they agree that the stipulations of the aforesaid treaty shall be applicable to every other State of the Germanic Confederation which shall have subsequently declared its accession to the treaty: Now, therefore, in accordance therewith, the Government of His Royal Highness the Grand Duke of Oldenburg hereby declares its accession to the aforesaid treaty of June 16th, 1852, which is, word for word, as follows:

[For text of convention, see TS 296, *post*, p. 105.]

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<sup>1</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

<sup>2</sup> For a detailed study of accessions to convention of June 16, 1852, see 6 Miller 14.

<sup>3</sup> TS 296, *post*, p. 105.

and hereby expressly gives assurance that each and every article and stipulation of this treaty shall be faithfully observed and enforced within the territory of the Grand Duchy of Oldenburg.

In testimony whereof, the Grand Ducal Minister of State of Oldenburg, in the name of His Royal Highness the Grand Duke of Oldenburg, has executed the present declaration of accession, and caused the Ministerial seal to be affixed thereto.

Done at Oldenburg, December thirtieth, one thousand eight hundred and fifty-three.

VON RÖSSING [SEAL]  
*Grand Ducal Minister of State of Oldenburg*

## Germany (Prussia)

### AMITY AND COMMERCE

*Treaty signed for the United States at Passy July 9, 1785, at Paris July 28, 1785, and at London August 5, 1785, and for Prussia at The Hague September 10, 1785*

*Ratified by Prussia September 24, 1785*

*Ratified by the President of the United States May 17, 1786*

*Proclaimed by the President of the United States May 17, 1786*

*Ratifications exchanged at The Hague August 8, 1786*

*Entered into force August 8, 1786*

*Expired August 8, 1796*

*Revived by treaty of July 11, 1799; <sup>1</sup> article XII again revived by treaty of May 1, 1828 <sup>2</sup>*

*Obsolete*

8 Stat. 84; Treaty Series 292 <sup>3</sup>

His Majesty the King of Prussia and the United States of America, desiring to fix, in a permanent and equitable manner, the rules to be observed in the intercourse and commerce they desire to establish between their respective countries, His Majesty and the United States have judged that the said end cannot be better obtained than by taking the most perfect equality and reciprocity for the basis of their agreement.

With this view, His Majesty the King of Prussia has nominated and constituted as his Plenipotentiary, the Baron Frederick William de Thulemeier, his Privy Counsellor of Embassy, and Envoy Extraordinary with their High Mightinesses the States-General of the United Netherlands; and the United States have, on their part, given full powers to John Adams, Esquire, late one of their Ministers Plenipotentiary for negotiating a peace, heretofore a

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<sup>1</sup> TS 293, *post*, p. 88.

<sup>2</sup> TS 294, *post*, p. 98.

<sup>3</sup> For a detailed study of this treaty, see 2 Miller 162.

Delegate in Congress from the State of Massachusetts, and Chief Justice of the same, and now Minister Plenipotentiary of the United States with His Britannic Majesty; Doctor Benjamin Franklin, late Minister Plenipotentiary at the Court of Versailles, and another of their Ministers Plenipotentiary for negotiating a peace; and Thomas Jefferson, heretofore a Delegate in Congress from the State of Virginia, and Governor of the said State, and now Minister Plenipotentiary of the United States at the Court of his Most Christian Majesty; which respective Plenipotentiaries, after having exchanged their full powers, and on mature deliberation, have concluded, settled, and signed the following articles:

#### ARTICLE I

There shall be a firm, inviolable, and universal peace and sincere friendship between His Majesty the King of Prussia, his heirs, successors, and subjects, on the one part, and the United States of America and their citizens on the other, without exception of persons or places.

#### ARTICLE II

The subjects of His Majesty the King of Prussia may frequent all the coasts and countries of the United States of America, and reside and trade there in all sorts of produce, manufactures, and merchandize; and shall pay within the said United States no other or greater duties, charges, or fees whatsoever, than the most favoured nations are or shall be obliged to pay: and they shall enjoy all the rights, privileges, and exemptions in navigation and commerce which the most favoured nation does or shall enjoy; submitting themselves nevertheless to the laws and usages there established, and to which are submitted the citizens of the United States, and the citizens and subjects of the most favoured nations.

#### ARTICLE III

In like manner the citizens of the United States of America may frequent all the coasts and countries of His Majesty the King of Prussia, and reside and trade there in all sorts of produce, manufactures, and merchandize; and shall pay in the dominions of his said Majesty no other or greater duties, charges, or fees whatsoever than the most favoured nation is or shall be obliged to pay: and they shall enjoy all the rights, privileges, and exemptions in navigation and commerce which the most favoured nation does or shall enjoy; submitting themselves nevertheless to the laws and usages there established, and to which are submitted the subjects of His Majesty the King of Prussia, and the subjects and citizens of the most favoured nations.

#### ARTICLE IV

More especially each party shall have a right to carry their own produce, manufactures, and merchandize in their own or any other vessels to any

parts of the dominions of the other, where it shall be lawful for all the subjects or citizens of that other freely to purchase them; and thence to take the produce, manufactures, and merchandize of the other, which all the said citizens or subjects shall in like manner be free to sell them, paying in both cases such duties, charges, and fees only as are or shall be paid by the most favoured nation. Nevertheless, the King of Prussia and the United States, and each of them, reserve to themselves the right, where any nation restrains the transportation of merchandize to the vessels of the country of which it is the growth or manufacture, to establish against such nations retaliating regulations; and also the right to prohibit, in their respective countries, the importation and exportation of all merchandize whatsoever, when reasons of state shall require it. In this case, the subjects or citizens of either of the contracting parties shall not import nor export the merchandize prohibited by the other; but if one of the contracting parties permits any other nation to import or export the same merchandize, the citizens or subjects of the other shall immediately enjoy the same liberty.

#### ARTICLE V

The merchants, commanders of vessels, or other subjects or citizens of either party, shall not within the ports of jurisdiction of the other be forced to unload any sort of merchandize into any other vessels, nor to receive them into their own, nor to wait for their being loaded longer than they please.

#### ARTICLE VI

That the vessels of either party loading within the ports or jurisdiction of the other may not be uselessly harassed or detained, it is agreed that all examinations of goods required by the laws shall be made before they are laden on board the vessel, and that there shall be no examination after; nor shall the vessel be searched at any time, unless articles shall have been laden therein clandestinely and illegally, in which case the person by whose order they were carried on board, or who carried them without order, shall be liable to the laws of the land in which he is; but no other person shall be molested, nor shall any other goods, nor the vessel, be seized or detained for that cause.

#### ARTICLE VII

Each party shall endeavour, by all means in their power, to protect and defend all vessels and other effects belonging to the citizens or subjects of the other, which shall be within the extent of their jurisdiction, by sea or by land; and shall use all their efforts to recover, and cause to be restored to the right owners, their vessels and effects which shall be taken from them within the extent of their said jurisdiction.

## ARTICLE VIII

The vessels of the subjects or citizens of either party, coming on any coast belonging to the other, but not willing to enter into port, or being entered into port, and not willing to unload their cargoes or break bulk, shall have liberty to depart and to pursue their voyage without molestation, and without being obliged to render account of their cargo, or to pay any duties, charges, or fees whatsoever, except those established for vessels entered into port, and appropriated to the maintenance of the port itself, or of other establishments for the safety and convenience of navigators, which duties, charges, and fees shall be the same, and shall be paid on the same footing as in the case of subjects or citizens of the country where they are established.

## ARTICLE IX

When any vessel of either party shall be wrecked, foundered, or otherwise damaged on the coasts, or within the dominion of the other, their respective subjects or citizens shall receive, as well for themselves as for their vessels and effects, the same assistance which would be due to the inhabitants of the country where the damage happens, and shall pay the same charges and dues only as the said inhabitants would be subject to pay in a like case; and if the operations of repair shall require that the whole or any part of their cargo be unladed, they shall pay no duties, charges, or fees on the part which they shall relade and carry away. The ancient and barbarous right to wrecks of the sea shall be entirely abolished, with respect to the subjects or citizens of the two contracting parties.

## ARTICLE X

The citizens or subjects of each party shall have power to dispose of their personal goods within the jurisdiction of the other, by testament, donation, or otherwise; and their representatives, being subjects or citizens of the other party, shall succeed to their said personal goods, whether by testament or ab intestato, and may take possession thereof either by themselves or by others acting for them, and dispose of the same at their will, paying such dues only as the inhabitants of the country wherein the said goods are shall be subject to pay in like cases. And in case of the absence of the representative, such care shall be taken of the said goods, and for so long a time as would be taken of the goods of a native in like case, until the lawful owner may take measures for receiving them. And if question shall arise among several claimants to which of them the said goods belong, the same shall be decided finally by the laws and judges of the land wherein the said goods are. And where, on the death of any person holding real estate within the territories of the one party, such real estate would by the laws of the land descend on a citizen or subject of the other, were he not disqualified by alienage, such subject shall be allowed a reasonable time to sell the same, and to withdraw

the proceeds without molestation, and exempt from all rights of detraction on the part of the Government of the respective States. But this article shall not derogate in any manner from the force of the laws already published or hereafter to be published, by His Majesty the King of Prussia, to prevent the emigration of his subjects.

#### ARTICLE XI

The most perfect freedom of conscience and of worship is granted to the citizens or subjects of either party within the jurisdiction of the other, without being liable to molestation in that respect for any cause other than an insult on the religion of others. Moreover, when the subjects or citizens of the one party shall die within the jurisdiction of the other, their bodies shall be buried in the usual burying-grounds or other decent and suitable places, and shall be protected from violation or disturbance.

#### ARTICLE XII

If one of the contracting parties should be engaged in war with any other Power, the free intercourse and commerce of the subjects or citizens of the party remaining neuter with the belligerent Powers shall not be interrupted. On the contrary, in that case, as in full peace, the vessels of the neutral party may navigate freely to and from the ports and on the coasts of the belligerent parties, free vessels making free goods, insomuch that all things shall be adjudged free which shall be on board any vessel belonging to the neutral party, although such things belong to an enemy of the other; and the same freedom shall be extended to persons who shall be on board a free vessel, although they should be enemies to the other party, unless they be soldiers in actual service of such enemy.

#### ARTICLE XIII

And in the same case of one of the contracting parties being engaged in war with any other Power, to prevent all the difficulties and misunderstandings that usually arise respecting the merchandize heretofore called contraband, such as arms, ammunition, and military stores of every kind, no such articles carried in the vessels, or by the subjects or citizens of one of the parties to the enemies of the other, shall be deemed contraband, so as to induce confiscation or condemnation and a loss of property to individuals. Nevertheless, it shall be lawful to stop such vessels and articles, and to detain them for such length of time as the captors may think necessary to prevent the inconvenience or damage that might ensue from their proceeding, paying, however, a reasonable compensation for the loss such arrest shall occasion to the proprietors: And it shall further be allowed to use in the service of the captors the whole or any part of the military stores so detained, paying the owners the full value of the same, to be ascertained by the current price at the place

of its destination. But in the case supposed, of a vessel stopped for articles heretofore deemed contraband, if the master of the vessel stopped will deliver out the goods supposed to be of contraband nature, he shall be admitted to do it, and the vessel shall not in that case be carried into any port, nor further detained, but shall be allowed to proceed on her voyage.

#### ARTICLE XIV

And in the same case where one of the parties is engaged in war with another Power, that the vessels of the neutral party may be readily and certainly known, it is agreed that they shall be provided with sea-letters or passports, which shall express the name, the property, and burthen of the vessel, as also the name and dwelling of the master; which passports shall be made out in good and due forms, (to be settled by conventions between the parties whenever occasion shall require,) shall be renewed as often as the vessel shall return into port, and shall be exhibited whensoever required, as well in the open sea as in port. But if the said vessel be under convoy of one or more vessels of war belonging to the neutral party, the simple declaration of the officer commanding the convoy, that the said vessel belongs to the party of which he is, shall be considered as establishing the fact, and shall relieve both parties from the trouble of further examination.

#### ARTICLE XV

And to prevent entirely all disorder and violence in such cases, it is stipulated, that when the vessels of the neutral party, sailing without convoy, shall be met by any vessel of war, public or private, of the other party, such vessel of war shall not approach within cannon-shot of the said neutral vessel, nor send more than two or three men in their boat on board the same, to examine her sea-letters or passports. And all persons belonging to any vessel of war, public or private, who shall molest or injure in any manner whatever the people, vessels, or effects of the other party, shall be responsible in their persons and property for damages and interests, sufficient security for which shall be given by all commanders of private armed vessels before they are commissioned.

#### ARTICLE XVI

It is agreed that the subjects or citizens of each of the contracting parties, their vessels and effects, shall not be liable to any embargo or detention on the part of the other, for any military expedition, or other public or private purpose whatsoever. And in all cases of seizure, detention, or arrest for debts contracted or offences committed by any citizen or subject of the one party, within the jurisdiction of the other, the same shall be made and prosecuted by order and authority of law only, and according to the regular course of proceedings usual in such cases.

## ARTICLE XVII

If any vessel or effects of the neutral Power be taken by an enemy of the other, or by a pirate, and retaken by that other, they shall be brought into some port of one of the parties, and delivered into the custody of the officers of that port, in order to be restored entire to the true proprietor, as soon as due proof shall be made concerning the property thereof.

## ARTICLE XVIII

If the citizens or subjects of either party, in danger from tempests, pirates, enemies, or other accident, shall take refuge with their vessels or effects, within the harbours or jurisdiction of the other, they shall be received, protected, and treated with humanity and kindness, and shall be permitted to furnish themselves, at reasonable prices, with all refreshments, provisions, and other things necessary for their sustenance, health, and accommodation, and for the repair of their vessels.

## ARTICLE XIX

The vessels of war, public and private, of both parties, shall carry freely wheresoever they please the vessels and effects taken from their enemies, without being obliged to pay any duties, charges, or fees to officers of admiralty, of the customs, or any others; nor shall such prizes be arrested, searched, or put under legal process, when they come to and enter the ports of the other party, but may freely be carried out again at any time by their captors to the places expressed in their commissions, which the commanding officer of such vessel shall be obliged to shew. But no vessel which shall have made prizes on the subjects of His Most Christian Majesty the King of France shall have a right of asylum in the ports or havens of the said United States; and if any such be forced therein by tempest or dangers of the sea, they shall be obliged to depart as soon as possible, according to the tenor of the treaties existing between his said Most Christian Majesty and the said United States.

## ARTICLE XX

No citizen or subject of either of the contracting parties shall take from any Power with which the other may be at war any commission or letter of marque for arming any vessel to act as a privateer against the other, on pain of being punished as a pirate; nor shall either party hire, lend, or give any part of their naval or military force to the enemy of the other, to aid them offensively or defensively against that other.

## ARTICLE XXI

If the two contracting parties should be engaged in war against a common enemy, the following points shall be observed between them:

1. If a vessel of one of the parties retaken by a privateer of the other shall not have been in possession of the enemy more than twenty-four hours, she shall be restored to the first owner for one-third of the value of the vessel and cargo; but if she shall have been more than twenty-four hours in possession of the enemy, she shall belong wholly to the recaptor.

2. If in the same case the recapture were by a public vessel of war of the one party, restitution shall be made to the owner for one-thirtieth part of the value of the vessel and cargo, if she shall not have been in possession of the enemy more than twenty-four hours, and one-tenth of the said value where she shall have been longer; which sums shall be distributed in gratuities to the recaptors.

3. The restitution in the cases aforesaid shall be after due proof of property, and surety given for the part to which the recaptors are entitled.

4. The vessels of war, public and private, of the two parties, shall be reciprocally admitted with their prizes into the respective ports of each; but the said prizes shall not be discharged nor sold there, until their legality shall have been decided, according to the laws and regulations of the States to which the captor belongs, but by the judicatures of the place into which the prize shall have been conducted.

5. It shall be free to each party to make such regulations as they shall judge necessary for the conduct of their respective vessels of war, public and private, relative to the vessels which they shall take and carry into the ports of the two parties.

#### ARTICLE XXII

Where the parties shall have a common enemy, or shall both be neutral, the vessels of war of each shall upon all occasions take under their protection the vessels of the other going the same course, and shall defend such vessels as long as they hold the same course against all force and violence, in the same manner as they ought to protect and defend vessels belonging to the party of which they are.

#### ARTICLE XXIII

If war should arise between the two contracting parties, the merchants of either country then residing in the other shall be allowed to remain nine months to collect their debts and settle their affairs, and may depart freely, carrying off all their effects without molestation or hindrance. And all women and children, scholars of every faculty, cultivators of the earth, artizans, manufacturers, and fishermen, unarmed and inhabiting unfortified towns, villages, or places, and in general all others whose occupations are for the common subsistence and benefit of mankind, shall be allowed to continue their respective employments, and shall not be molested in their persons, nor shall their houses or goods be burnt or otherwise destroyed, nor their fields wasted by the armed force of the enemy, into whose power by the events of war they may happen to fall; but if anything is necessary to be taken from

them for the use of such armed force, the same shall be paid for at a reasonable price. And all merchant and trading vessels employed in exchanging the products of different places, and thereby rendering the necessaries, conveniences, and comforts of human life more easy to be obtained, and more general, shall be allowed to pass free and unmolested; and neither of the contracting Powers shall grant or issue any commission to any private armed vessels, empowering them to take or destroy such trading vessels or interrupt such commerce.

#### ARTICLE XXIV

And to prevent the destruction of prisoners of war, by sending them into distant and inclement countries, or by crowding them into close and noxious places, the two contracting parties solemnly pledge themselves to each other and to the world that they will not adopt any such practice; that neither will send the prisoners whom they may take from the other into the East Indies, or any other parts of Asia or Africa, but that they shall be placed in some part of their dominions in Europe or America, in wholesome situations; that they shall not be confined in dungeons, prison-ships, nor prisons, nor be put into irons, nor bound, nor otherwise restrained in the use of their limbs; that the officers shall be enlarged on their paroles within convenient districts, and have comfortable quarters, and the common men be disposed in cantonments open and extensive enough for air and exercise, and lodged in barracks as roomly and good as are provided by the party in whose power they are for their own troops; that the officers shall also be daily furnished by the party in whose power they are with as many rations, and of the same articles and quality as are allowed by them, either in kind or by commutation, to officers of equal rank in their own army; and all others shall be daily furnished by them with such ration as they allow to a common soldier in their own service; the value whereof shall be paid by the other party on a mutual adjustment of accounts for the subsistence of prisoners at the close of the war; and the said accounts shall be mingled with, or set off against any others, nor the ballances due on them be withheld as a satisfaction or reprisal for any other article or for any other cause, real or pretended, whatever; that each party shall be allowed to keep a commissary of prisoners of their own appointment, with every separate cantonment of prisoners in possession of the other, which commissary shall see the prisoners as often as he pleases, shall be allowed to receive and distribute whatever comforts may be sent to them by their friends, and shall be free to make his reports in open letters to those who employ him; but if any officer shall break his parole, or any other prisoner shall escape from the limits of his cantonment, after they shall have been designated to him, such individual officer or other prisoner shall forfeit so much of the benefit of this article as provides for his enlargement on parole or cantonment. And it is declared, that neither the pretence that war dissolves all treaties, nor any other whatever, shall be considered as annulling or sus-

pending this and the next preceding article; but, on the contrary, that the state of war is precisely that for which they are provided, and during which they are to be as sacredly observed as the most acknowledged articles in the law of nature or nations.

#### ARTICLE XXV

The two contracting parties grant to each other the liberty of having, each in the ports of the other, Consuls, Vice-Consuls, Agents, and Commissaries of their own appointment, whose functions shall be regulated by particular agreement whenever either party shall chuse to make such appointment; but if any such Consuls shall exercise commerce, they shall be submitted to the same laws and usages to which the private individuals of their nation are submitted in the same place.

#### ARTICLE XXVI

If either party shall hereafter grant to any other nation, any particular favour in navigation or commerce, it shall immediately become common to the other party, freely, where it is freely granted to such other nation, or on yielding the compensation, where such nation does the same.

#### ARTICLE XXVII

His Majesty the King of Prussia and the United States of America agree that this treaty shall be in force during the term of ten years from the exchange of ratifications; and if the expiration of that term should happen during the course of a war between them, then the articles before provided for the regulation of their conduct during such a war, shall continue in force until the conclusion of the treaty which shall re-establish peace; and that this treaty shall be ratified on both sides, and the ratifications exchanged within one year from the day of its signature.

In testimony whereof the Plenipotentiaries before mentioned, have hereto subscribed their names and affixed their seals, at the places of their respective residence, and at the dates expressed under their several signatures.

B. FRANKLIN [SEAL]  
*Passy, July 9, 1785.*

TH: JEFFERSON [SEAL]  
*Paris, July 28, 1785.*

JOHN ADAMS [SEAL]  
*London, August 5, 1785.*

F. G. DE THULEMEIER [SEAL]  
*A la Haye le 10 Septembre, 1785.*

## AMITY AND COMMERCE

*Treaty signed at Berlin July 11, 1799*

*Senate advice and consent to ratification February 18, 1800*

*Ratified by the President of the United States February 19, 1800*

*Ratified by Prussia June 13, 1800*

*Ratifications exchanged at Berlin June 22, 1800*

*Entered into force June 22, 1800*

*Proclaimed by the President of the United States November 4, 1800*

*Expired June 22, 1810*

*Articles XIII–XXIV (with exception of last paragraph of article XIX)  
revived by treaty of May 1, 1828<sup>1</sup>*

*Obsolete*

8 Stat. 162; Treaty Series 293<sup>2</sup>

His Majesty the King of Prussia and the United States of America, desiring to maintain upon a stable and permanent footing the connections of good understanding which have hitherto so happily subsisted between their respective States, and for this purpose to renew the treaty of amity and commerce concluded between the two Powers at the Hague the 10th of September, 1785,<sup>3</sup> for the term of ten years, His Prussian Majesty has nominated and constituted as his Plenipotentiaries the Count Charles William de Finkenstein, his Minister of State, of War, and of the Cabinet, Knight of the Orders of the Black Eagle and of the Red Eagle, and Commander of that of St. John of Jerusalem, the Baron Philip Charles d'Alvensleben, his Minister of State, of War, and of the Cabinet, Knight of the Orders of the Black Eagle and of the Red Eagle, and of that of St. John of Jerusalem, and the Count Christian Henry Curce de Haugwitz, his Minister of State, of War, and of the Cabinet, Knight of the Orders of the Black Eagle and of the Red Eagle; and the President of the United States has furnished with their full powers John Quincy Adams, a citizen of the United States, and their Minister Plenipotentiary at the Court of His Prussian Majesty; which Plenipotentiaries, after having exchanged their full powers, found in good and due form, have concluded, settled, and signed the following articles:

<sup>1</sup> TS 294, *post*, p. 98.

<sup>2</sup> For a detailed study of this treaty, see 2 Miller 433.

<sup>3</sup> TS 292, *ante*, p. 78.

## ARTICLE I

There shall be in future, as there has been hitherto, a firm, inviolable, and universal peace and a sincere friendship between His Majesty the King of Prussia, his heirs, successors, and subjects, on the one part, and the United State of America and their citizens on the other, without exception of persons or places.

## ARTICLE II

The subjects of His Majesty the King of Prussia may frequent all the coasts and countries of the United States of America, and reside and trade there in all sorts of produce, manufactures, and merchandize, and shall pay there no other or greater duties, charges, or fees whatsoever than the most favoured nations are or shall be obliged to pay. They shall also enjoy in navigation and commerce all the rights, privileges, and exemptions which the most favoured nation does or shall enjoy, submitting themselves, nevertheless, to the established laws and usages to which are submitted the citizens of the United States and the most favoured nations.

## ARTICLE III

In like manner, the citizens of the United States of America may frequent all the coasts and countries of His Majesty the King of Prussia, and reside and trade there in all sorts of produce, manufactures, and merchandize, and shall pay, in the dominions of his said Majesty, no other or greater duties, charges, or fees whatsoever than the most favoured nation is or shall be obliged to pay; and they shall enjoy all the rights, privileges, and exemptions in navigation and commerce which the most favoured nation does or shall enjoy, submitting themselves, nevertheless, to the established laws and usages to which are submitted the subjects of His Majesty the King of Prussia and the subjects and the citizens of the most favoured nations.

## ARTICLE IV

More especially, each party shall have a right to carry their own produce, manufactures, and merchandize, in their own or any other vessels, to any parts of the dominions of the other, where it shall be lawful for all the subjects and citizens of that other freely to purchase them, and thence to take the produce, manufactures, and merchandize of the other, which all the said citizens or subjects shall in like manner be free to sell to them, paying in both cases such duties, charges, and fees only, as are or shall be paid by the most favoured nation. Nevertheless, His Majesty the King of Prussia and the United States respectively reserve to themselves the right, where any nation restrains the transportation of merchandize to the vessels of the country of which it is the growth or manufacture, to establish against such nation retaliating regulations; and also the right to prohibit in their respective countries the importa-

tion and exportation of all merchandize whatsoever, when reasons of state shall require it. In this case the subjects or citizens of either of the contracting parties shall not import or export the merchandize prohibited by the other. But if one of the contracting parties permits any other nation to import or export the same merchandize, the citizens or subjects of the other shall immediately enjoy the same liberty.

#### ARTICLE V

The merchants, commanders of vessels, or other subjects or citizens of either party, shall not, within the ports or jurisdiction of the other, be forced to unload any sort of merchandize into any other vessels, nor to receive them into their own, nor to wait for their being loaded longer than they please.

#### ARTICLE VI

That the vessels of either party, loading within the ports of jurisdiction of the other, may not be uselessly harassed, or detained, it is agreed, that all examinations of goods, required by the laws, shall be made before they are laden on board the vessel, and that there shall be no examination after; nor shall the vessel be searched at any time, unless articles shall have been laden therein clandestinely and illegally, in which case the person by whose order they were carried on board, or who carried them without order, shall be liable to the laws of the land in which he is, but no other person shall be molested, nor shall any other goods, nor the vessel, be seized or detained for that cause.

#### ARTICLE VII

Each party shall endeavour by all the means in their power to protect and defend all vessels and other effects, belonging to the citizens or subjects of the other, which shall be within the extent of their jurisdiction by sea or by land; and shall use all their efforts to recover and cause to be restored to the right owners their vessels and effects, which shall be taken from them within the extent of their said jurisdiction.

#### ARTICLE VIII

The vessels of the subjects or citizens of either party, coming on any coast belonging to the other, but not willing to enter into port, or who entering into port are not willing to unload their cargoes or break bulk, shall have liberty to depart and to pursue their voyage without molestation, and without being obliged to render account of their cargoes, or to pay any duties, charges, or fees whatsoever, except those established for vessels entered into port, and appropriated to the maintenance of the port itself, or of other establishments for the safety and convenience of navigators, which duties, charges, and fees shall be the same, and shall be paid on the same footing, as in the case of subjects or citizens of the country where they are established.

## ARTICLE IX

When any vessel of either party shall be wrecked, foundered, or otherwise damaged, on the coasts or within the dominions of the other, their respective citizens or subjects shall receive, as well for themselves as for their vessels and effects, the same assistance which would be due to the inhabitants of the country where the damage happens, and shall pay the same charges and dues only as the said inhabitants would be subject to pay in a like case; and if the operations of repair shall require that the whole or any part of the cargo be unladed, they shall pay no duties, charges, or fees on the part which they shall relade and carry away. The ancient and barbarous right to wrecks of the sea shall be entirely abolished with respect to the subjects or citizens of the two contracting parties.

## ARTICLE X

The citizens or subjects of each party shall have power to dispose of their personal goods within the jurisdiction of the other, by testament, donation, or otherwise, and their representatives, being subjects or citizens of the other party, shall succeed to their said personal goods, whether by testament or ab intestato, and may take possession thereof, either by themselves or by others acting for them, and dispose of the same at their will, paying such dues only as the inhabitants of the country wherein the said goods are shall be subject to pay in like cases. And in case of the absence of the representative, such care shall be taken of the said goods as would be taken of the goods of a native in like case, untill the lawfull owner may take measures for receiving them. And if question should arise among several claimants to which of them the said goods belong, the same shall be decided finally by the laws and judges of the land wherein the said goods are. And where, on the death of any person, holding real estate, within the territories of the one party, such real estate would, by the laws of the land, descend on a citizen or subject of the other, were he not disqualified by alienage, such subject shall be allowed a reasonable time to sell the same, and to withdraw the proceeds, without molestation, and exempt from all rights of detraction on the part of the Government of the respective States. But this article shall not derogate in any manner from the force of the laws already published or hereafter to be published by His Majesty the King of Prussia, to prevent the emigration of his subjects.

## ARTICLE XI

The most perfect freedom of conscience and of worship is granted to the citizens or subjects of either party within the jurisdiction of the other, and no person shall be molested in that respect for any cause other than an insult on the religion of others. Moreover, when the subjects or citizens of the one party shall die within the jurisdiction of the other, their bodies shall be buried in the usual burying-grounds, or other decent and suitable places, and shall be protected from violation or disturbance.

## ARTICLE XII

Experience having proved, that the principle adopted in the twelfth article of the treaty of 1785, according to which free ships make free goods, has not been sufficiently respected during the two last wars, and especially in that which still continues, the two contracting parties propose, after the return of a general peace, to agree, either separately between themselves or jointly with other Powers alike interested, to concert with the great maritime Powers of Europe such arrangements and such permanent principles as may serve to consolidate the liberty and the safety of the neutral navigation and commerce in future wars. And if in the interval either of the contracting parties should be engaged in a war to which the other should remain neutral, the ships of war and privateers of the belligerent Power shall conduct themselves towards the merchant vessels of the neutral Power as favourably as the course of the war then existing may permit, observing the principles and rules of the law of nations generally acknowledged.

## ARTICLE XIII

And in the same case of one of the contracting parties being engaged in war with any other Power, to prevent all the difficulties and misunderstandings that usually arise respecting merchandise of contraband, such as arms, ammunition, and military stores of every kind, no such articles carried in the vessels, or by the subjects or citizens of either party, to the enemies of the other, shall be deemed contraband, so as to induce confiscation or condemnation and a loss of property to individuals. Nevertheless, it shall be lawful to stop such vessels and articles, and to detain them for such length of time as the captors may think necessary to prevent the inconvenience or damage that might ensue from their proceeding, paying, however, a reasonable compensation for the loss such arrest shall occasion to the proprietors; and it shall further be allowed to use in the service of the captors the whole or any part of the military stores so detained, paying the owners the full value of the same, to be ascertained by the current price at the place of its destination. But in the case supposed of a vessel stopped for articles of contraband, if the master of the vessel stopped will deliver out the goods supposed to be of contraband nature, he shall be admitted to do it, and the vessel shall not in that case be carried into any port, nor further detained, but shall be allowed to proceed on her voyage.

All cannons, mortars, fire-arms, pistols, bombs, grenades, bullets, balls, muskets, flints, matches, powder, saltpeter, sulphur, cuirasses, pikes, swords, belts, cartouch boxes, saddles and bridles, beyond the quantity necessary for the use of the ship or beyond that which every man serving on board the vessel, or passenger, ought to have; and in general whatever is comprised under the denomination of arms and military stores, of what description soever, shall be deemed objects of contraband.

## ARTICLE XIV

To ensure to the vessels of the two contracting parties the advantage of being readily and certainly known in time of war, it is agreed that they shall be provided with the sea-letters and documents hereafter specified :

1. A passport, expressing the name, the property, and the burthen of the vessel, as also the name and dwelling of the master, which passport shall be made out in good and due form, shall be renewed as often as the vessel shall return into port, and shall be exhibited whensoever required, as well in the open sea as in port. But if the vessel be under convoy of one or more vessels of war, belonging to the neutral party, the simple declaration of the officer commanding the convoy, that the said vessel belongs to the party of which he is, shall be considered as establishing the fact, and shall relieve both parties from the trouble of further examination.

2. A charter-party, that is to say, the contract passed for the freight of the whole vessel, or the bills of lading given for the cargo in detail.

3. The list of the ship's company, containing an indication by name and in detail of the persons composing the crew of the vessel. These documents shall always be authenticated according to the forms established at the place from which the vessel shall have sailed.

As their production ought to be exacted only when one of the contracting parties shall be at war, and as their exhibition ought to have no other object than to prove the neutrality of the vessel, its cargo, and company, they shall not be deemed absolutely necessary on board such vessels belonging to the neutral party as shall have sailed from its ports before or within three months after the Government shall have been informed of the state of war in which the belligerent party shall be engaged. In the interval, in default of these specific documents, the neutrality of the vessel may be established by such other evidence as the tribunals authorised to judge of the case may deem sufficient.

## ARTICLE XV

And to prevent entirely all disorder and violence in such cases, it is stipulated that, when the vessels of the neutral party, sailing without convoy, shall be met by any vessels of war, public or private, of the other party, such vessel of war shall not send more than two or three men in their boat on board the said neutral vessel to examine her passports and documents. And all persons belonging to any vessel of war, public or private, who shall molest or insult in any manner whatever, the people, vessels, or effects of the other party, shall be responsible in their persons and property for damages and interest, sufficient security for which shall be given by all commanders of private armed vessels before they are commissioned.

## ARTICLE XVI

In times of war, or in cases of urgent necessity, when either of the contracting parties shall be obliged to lay a general embargo, either in all its ports, or in certain particular places, the vessels of the other party shall be subject to this measure, upon the same footing as those of the most favoured nations, but without having the right to claim the exemption in their favour stipulated in the sixteenth article of the former treaty of 1785. But on the other hand, the proprietors of the vessels which shall have been detained, whether for some military expedition, or for what other use soever, shall obtain from the Government that shall have employed them an equitable indemnity, as well for the freight as for the loss occasioned by the delay. And furthermore, in all cases of seizure, detention, or arrest, for debts contracted or offences committed by any citizen or subject of the one party within the jurisdiction of the other, the same shall be made and prosecuted by order and authority of law only, and according to the regular course of proceedings usual in such cases.

## ARTICLE XVII

If any vessel or effects of the neutral Power be taken by an enemy of the other, or by a pirate, and retaken by the Power at war, they shall be restored to the first proprietor, upon the conditions hereafter stipulated in the twenty-first article for cases of recapture.

## ARTICLE XVIII

If the citizens or subjects of either party, in danger from tempests, pirates, enemies, or other accidents, shall take refuge, with their vessels or effects, within the harbours or jurisdiction of the other, they shall be received, protected, and treated with humanity and kindness, and shall be permitted to furnish themselves, at reasonable prices, with all refreshments, provisions, and other things necessary of their sustenance, health, and accommodation, and for the repair of their vessels.

## ARTICLE XIX

The vessels of war, public and private, of both parties, shall carry freely, wheresoever they please, the vessels and effects taken from their enemies, without being obliged to pay any duties, charges, or fees to officers of admiralty, of the customs, or any others; nor shall such prizes be arrested, searched, or put under legal process, when they come to and enter the ports of the other party, but may freely be carried out again at any time by their captors to the places expressed in their commissions, which the commanding officer of such vessel shall be obliged to shew. But, conformably to the treaties existing between the United States and Great Britain, no vessel that shall have made a prize upon British subjects shall have a right to shelter in the ports of the United States, but if forced therein by tempests, or any other danger or accident of the sea, they shall be obliged to depart as soon as possible.

## ARTICLE XX

No citizen or subject of either of the contracting parties shall take from any Power with which the other may be at war any commission or letter of marque, for arming any vessel to act as a privateer against the other, on pain of being punished as a pirate; nor shall either party hire, lend, or give any part of its naval or military force to the enemy of the other, to aid them offensively or defensively against the other.

## ARTICLE XXI

If the two contracting parties should be engaged in a war against a common enemy, the following points shall be observed between them:

1. If a vessel of one of the parties, taken by the enemy, shall, before being carried into a neutral or enemy's port, be retaken by a ship of war or privateer of the other, it shall, with the cargo, be restored to the first owners, for a compensation of one-eighth part of the value of the said vessel and cargo, if the recapture be made by a public ship of war, and one-sixth part, if made by a privateer.

2. The restitution in such cases shall be after due proof of property, and surety given for the part to which the recaptors are entitled.

3. The vessels of war, public and private, of the two parties, shall reciprocally be admitted with their prizes into the respective ports of each, but the said prizes shall not be discharged or sold there, until their legality shall have been decided according to the laws and regulations of the State to which the captor belongs, but by the judicatories of the place into which the prize shall have been conducted.

4. It shall be free to each party to make such regulations as they shall judge necessary, for the conduct of their respective vessels of war, public and private, relative to the vessels, which they shall take, and carry into the ports of the two parties.

## ARTICLE XXII

When the contracting parties shall have a common enemy, or shall both be neutral, the vessels of war of each shall upon all occasions take under their protection the vessels of the other going the same course, and shall defend such vessels as long as they hold the same course, against all force and violence, in the same manner as they ought to protect and defend vessels belonging to the party of which they are.

## ARTICLE XXIII

If war should arise between the two contracting parties, the merchants of either country then residing in the other shall be allowed to remain nine months to collect their debts and settle their affairs, and may depart freely, carrying off all their effects without molestation or hindrance; and all women

and children, scholars of every faculty, cultivators of the earth, artisans, manufacturers, and fishermen, unarmed and inhabiting unfortified towns, villages, or places, and in general all others whose occupations are for the common subsistence and benefit of mankind, shall be allowed to continue their respective employments, and shall not be molested in their persons, nor shall their houses or goods be burnt or otherwise destroyed, nor their fields wasted by the armed force of the enemy, into whose power by the events of war they may happen to fall; but if anything is necessary to be taken from them for the use of such armed force, the same shall be paid for at a reasonable price.

#### ARTICLE XXIV

And to prevent the destruction of prisoners of war, by sending them into distant and inclement countries, or by crowding them into close and noxious places, the two contracting parties solemnly pledge themselves to the world and to each other that they will not adopt any such practice; that neither will send the prisoners whom they may take from the other into the East Indies or any other parts of Asia or Africa, but that they shall be placed in some parts of their dominions in Europe or America, in wholesome situations; that they shall not be confined in dungeons, prison-ships, nor prisons, nor be put into irons, nor bound, nor otherwise restrained in the use of their limbs; that the officers shall be enlarged on their paroles within convenient districts, and have comfortable quarters, and the common men be disposed in cantonments open and extensive enough for air and exercise, and lodged in barracks as roomly and good as are provided by the party in whose power they are for their own troops; that the officers shall also be daily furnished by the party in whose power they are with as many rations, and of the same articles and quality as are allowed by them, either in kind or by commutation, to officers of equal rank in their own army; and all others shall be daily furnished by them with such ration as they shall allow to a common soldier in their own service; the value whereof shall be paid by the other party on a mutual adjustment of accounts for the subsistence of prisoners at the close of the war; and the said accounts shall not be mingled with or set off against any others, nor the balances due on them be withheld as a satisfaction or reprisal for any other article or for any other cause, real or pretended, whatever. That each party shall be allowed to keep a commissary of prisoners of their own appointment, with every separate cantonment of prisoners in possession of the other, which commissary shall see the prisoners as often as he pleases, shall be allowed to receive and distribute whatever comforts may be sent to them by their friends, and shall be free to make his reports in open letters to those who employ him; but if any officer shall break his parole, or any other prisoner shall escape from the limits of his cantonment after they shall have been designated to him, such individual officer or other prisoner shall forfeit so much of the benefit of this article as

provides for his enlargement on parole or cantonment. And it is declared, that neither the pretence that war dissolves all treaties, nor any other whatever, shall be considered as annulling or suspending this and the next preceding article; but, on the contrary, that the state of war is precisely that for which they are provided, and during which they are to be as sacredly observed as the most acknowledged articles in the law of nature and nations.

## ARTICLE XXV

The two contracting parties have granted to each other the liberty of having each in the ports of the other Consuls, Vice-Consuls, Agents, and Commissaries of their own appointment, who shall enjoy the same privileges and powers as those of the most favoured nations; but if any such Consuls shall exercise commerce, they shall be submitted to the same laws and usages to which the private individuals of their nation are submitted in the same place.

## ARTICLE XXVI

If either party shall hereafter grant to any other nation any particular favour in navigation or commerce, it shall immediately become common to the other party, freely, where it is freely granted to such other nation, or on yielding the same compensation, when the grant is conditional.

## ARTICLE XXVII

His Majesty the King of Prussia and the United States of America agree that this treaty shall be in force during the term of ten years from the exchange of the ratifications; and if the expiration of that term should happen during the course of a war between them, then the articles before provided for the regulation of their conduct during such a war shall continue in force until the conclusion of the treaty which shall restore peace.

This treaty shall be ratified on both sides, and the ratifications exchanged within one year from the day of its signature, or sooner if possible.

In testimony whereof, the Plenipotentiaries before mentioned have hereto subscribed their names and affixed their seals. Done at Berlin, the eleventh of July, in the year one thousand seven hundred and ninety-nine.

JOHN QUINCY ADAMS [SEAL]

CHARLES WILLIAM COMTE DE FINKENSTEIN [SEAL]

PHILIPPE CHARLES D'ALVENSLEBEN [SEAL]

CHRETIEN HENRI CURCE COMTE DE HAUGWIZ [SEAL]

## COMMERCE AND NAVIGATION

*Treaty signed at Washington May 1, 1828*

*Ratified by Prussia August 30, 1828*

*Senate advice and consent to ratification May 14, 1828, and March 9, 1829*<sup>1</sup>

*Ratified by the President of the United States March 12, 1829*

*Ratifications exchanged at Washington March 14, 1829*

*Entered into force March 14, 1829*

*Proclaimed by the President of the United States March 14, 1829*

*Not revived after World War I*<sup>2</sup>

8 Stat. 378; Treaty Series 294<sup>3</sup>

### TREATY OF COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA AND HIS MAJESTY THE KING OF PRUSSIA

The United States of America and his Majesty the King of Prussia, equally animated with the desire of maintaining the relations of good understanding, which have hitherto so happily subsisted between their respective States, of extending, also, and consolidating the commercial intercourse between them, and convinced that this object cannot better be accomplished than by adopting the system of an entire freedom of navigation, and a perfect reciprocity, based upon principles of equity equally beneficial to both countries, and applicable, in time of peace, as well as in time of war, have, in consequence, agreed to enter into negotiations for the conclusion of a treaty of navigation and commerce; for which purpose the President of the United States has conferred full powers on Henry Clay, their Secretary of State, and his Majesty the King of Prussia has conferred like powers on the Sieur Ludwig Niederstetter, Chargé d'Affaires of his said Majesty near the United States; and the said Plenipotentiaries having exchanged their said full powers, found in good and due form, have concluded and signed the following articles:

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<sup>1</sup> The Senate resolution of Mar. 9, 1829, in addition to again consenting to the treaty, advised the President to proceed to the exchange of ratifications notwithstanding the expiration of the time stipulated for the exchange by the terms of the treaty (art. XVI).

<sup>2</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

<sup>3</sup> For a detailed study of this treaty, see 3 Miller 427.

## ARTICLE I

There shall be between the territories of the high contracting parties, a reciprocal liberty of commerce and navigation. The inhabitants of their respective States shall mutually have liberty to enter the ports, places, and rivers of the territories of each party, wherever foreign commerce is permitted. They shall be at liberty to sojourn and reside in all parts whatsoever of said territories, in order to attend to their affairs; and they shall enjoy, to that effect, the same security and protection as natives of the country wherein they reside, on condition of their submitting to the laws and ordinances there prevailing.

## ARTICLE II

Prussian vessels arriving, either laden or in ballast, in the ports of the United States of America, and, reciprocally, vessels of the United States arriving, either laden or in ballast, in the ports of the Kingdom of Prussia, shall be treated, on their entrance, during their stay, and at their departure, upon the same footing as national vessels, coming from the same place, with respect to the duties of tonnage, light-houses, pilotage, salvage, and port charges, as well as to the fees and perquisites of public officers, and all other duties or charges, of whatever kind or denomination, levied in the name, or to the profit, of the government, the local authorities, or of any private establishment whatsoever.

## ARTICLE III

All kind of merchandize and articles of commerce, either the produce of the soil or the industry of the United States of America, or of any other Country, which may be lawfully imported into the ports of the kingdom of Prussia in Prussian vessels, may also be so imported in vessels of the United States of America, without paying other or higher duties or charges, of whatever kind or denomination, levied in the name or to the profit of the Government, the local authorities, or of any private establishments whatsoever, than if the same merchandize or produce had been imported in Prussian vessels.

And, reciprocally, all kind of merchandize and articles of commerce, either the produce of the soil, or of the industry of the Kingdom of Prussia, or of any other Country, which may be lawfully imported into the ports of the United States, in vessels of the said States, may also be so imported in Prussian vessels, without paying other or higher duties or charges, of whatever kind or denomination, levied in the name or to the profit of the Government, the local authorities, or of any private establishment whatsoever, than if the same merchandize or produce had been imported in vessels of the United States of America.

## ARTICLE IV

To prevent the possibility of any misunderstanding, it is hereby declared, that the stipulations contained in the two preceding articles, are, to their

full extent, applicable to Prussian vessels and their cargoes arriving in the ports of the United States of America, and, reciprocally, to vessels of the said States and their cargoes arriving in the ports of the kingdom of Prussia, whether the said vessels clear directly from the ports of the Country to which they respectively belong, or from the ports of any other foreign Country.

#### ARTICLE V

No higher or other duties shall be imposed on the importation into the United States of any article, the produce or manufacture of Prussia, and no higher or other duties shall be imposed on the importation into the kingdom of Prussia of any article, the produce or manufacture of the United States, than are, or shall be, payable on the like article, being the produce or manufacture of any other foreign country. Nor shall any prohibition be imposed on the importation or exportation of any article, the produce or manufacture of the United States, or of Prussia, to or from the ports of the United States, or to or from the ports of Prussia, which shall not equally extend to all other Nations.

#### ARTICLE VI

All kind of merchandize and articles of commerce, either the produce of the soil or of the industry of the United States of America, or of any other Country, which may be lawfully exported from the ports of the said United States, in national vessels, may also be exported therefrom in Prussian vessels, without paying other or higher duties or charges, of whatever kind or denomination, levied in the name or to the profit of the Government, the local authorities, or of any private establishments whatsoever, than if the same merchandize or produce had been exported in vessels of the United States of America.

An exact reciprocity shall be observed in the ports of the Kingdom of Prussia, so that all kind of merchandize and articles of commerce, either the produce of the soil or the industry of the said Kingdom, or of any other country, which may be lawfully exported from Prussian ports, in national vessels, may also be exported therefrom in vessels of the United States of America, without paying other or higher duties or charges, of whatever kind or denomination, levied in the name or to the profit of the Government, the local authorities, or of any private establishments whatsoever, than if the same merchandize or produce had been exported in Prussian vessels.

#### ARTICLE VII

The preceding articles are not applicable to the coastwise navigation of the two countries, which is respectively reserved by each of the High Contracting Parties exclusively to itself.

## ARTICLE VIII

No priority or preference shall be given, directly or indirectly, by either of the Contracting Parties, nor by any Company, Corporation, or agent, acting on their behalf, or under their authority, in the purchase of any article of commerce lawfully imported, on account of, or in reference to, the character of the vessel, whether it be of the one party or of the other, in which such article was imported: it being the true intent and meaning of the Contracting Parties, that no distinction or difference whatever shall be made in this respect.

## ARTICLE IX

If either party shall hereafter grant to any other Nation any particular favor in navigation or commerce, it shall immediately become common to the other party, freely, where it is freely granted to such other Nation, or on yielding the same compensation, when the grant is conditional.

## ARTICLE X

The two Contracting Parties have granted to each other the liberty of having, each, in the ports of the other, Consuls, Vice Consuls, Agents, and Commissaries, of their own appointment, who shall enjoy the same privileges and powers of those of the most favored Nations. But if any such Consul shall exercise commerce, they shall be submitted to the same laws and usages to which the private individuals of their nation are submitted, in the same place.

The Consuls, Vice Consuls, and Commercial Agents, shall have the right, as such, to sit as Judges and arbitrators in such differences as may arise between the Captains and Crews of the vessels belonging to the nation whose interests are committed to their charge, without the interference of the local authorities, unless the conduct of the Crew, or of the Captain, should disturb the order or tranquility of the Country; or the said Consuls, Vice Consuls, or Commercial Agents, should require their assistance to cause their decisions to be carried into effect, or supported. It is, however, understood, that this species of judgment or arbitration shall not deprive the contending parties of the right they have to resort, on their return, to the judicial authority of their Country.

## ARTICLE XI

The said Consuls, Vice-Consuls, and Commercial Agents, are authorized to require the assistance of the local authorities, for the search, arrest, and imprisonment, of the deserters from the ships of war and merchant Vessels of their Country. For this purpose they shall apply to the competent tribunals, judges, and officers, and shall, in writing, demand said deserters, proving, by the exhibition of the registers of the vessels, the rolls of the Crews, or by other official documents, that such individuals formed part of the Crews; and on this reclamation being thus substantiated, the surrender shall not be refused.

Such deserters, when arrested, shall be placed at the disposal of the said Consuls, Vice Consuls, or Commercial Agents, and may be confined in the public prisons, at the request and cost of those who shall claim them, in order to be sent to the vessels to which they belonged, or to others of the same country. But if not sent back within three months from the day of their arrest, they shall be set at liberty, and shall not be again arrested for the same cause. However, if the deserter should be found to have committed any crime or offence, his surrender may be delayed until the Tribunal before which his case shall be depending shall have pronounced its sentence, and such sentence shall have been carried into effect.

#### ARTICLE XII

The twelfth article of the treaty of Amity and Commerce, concluded between the parties in 1785,<sup>4</sup> and the articles from the thirteenth to the twenty-fourth, inclusive, of that which was concluded at Berlin in 1799,<sup>5</sup> with the exception of the last paragraph in the nineteenth article, relating to the treaties with Great-Britain, are hereby revived with the same force and virtue as if they made part of the context of the present treaty; it being, however, understood, that the stipulations contained in the articles thus revived shall be always considered as in no manner affecting the treaties or conventions concluded by either party with other Powers during the interval between the expiration of the said treaty of 1799 and the commencement of the operation of the present treaty.

The parties being still desirous, in conformity with their intention declared in the twelfth article of the said treaty of 1799, to establish between themselves, or in concert with other maritime Powers, further provisions to ensure just protection and freedom to neutral navigation and commerce, and which may, at the same time, advance the cause of civilization and humanity, engage again to treat on this subject, at some future and convenient period.

#### ARTICLE XIII

Considering the remoteness of the respective countries of the two high contracting parties, and the uncertainty resulting therefrom with respect to the various events which may take place, it is agreed that a merchant vessel belonging to either of them, which may be bound to a port supposed, at the time of its departure, to be blockaded, shall not, however, be captured or condemned for having attempted, a first time, to enter said port, unless it can be proved that said vessel could, and ought to have learned, during its voyage, that the blockade of the place in question still continued. But all vessels which, after having been warned off once, shall, during the same voyage, attempt a second time to enter the same blockaded port, during the

<sup>4</sup> TS 292, *ante*, p. 78.

<sup>5</sup> TS 293, *ante*, p. 88.

continuance of said blockade, shall then subject themselves to be detained and condemned.

#### ARTICLE XIV

The citizens or subjects of each party shall have power to dispose of their personal goods within the jurisdiction of the other, by testament, donation, or otherwise; and their representatives, being citizens or subjects of the other party, shall succeed to their said personal goods, whether by testament or *ab intestato*, and may take possession thereof, either by themselves or by others acting for them, and dispose of the same at their will, paying such dues only as the inhabitants of the country wherein the said goods are shall be subject to pay in like cases. And in case of the absence of the representative, such care shall be taken of the said goods as would be taken of the goods of a native, in like case, until the lawful owner may take measures for receiving them. And if question should arise among several claimants, to which of them said goods belong, the same shall be decided finally by the laws and judges of the land wherein the said goods are. And where, on the death of any person holding real estate within the territories of the one party, such real estate would, by the laws of the land descend, on a citizen or subject of the other, were he not disqualified by alienage, such citizen or subject shall be allowed a reasonable time to sell the same, and to withdraw the proceeds without molestation, and exempt from all duties of *detracton*, on the part of the Government of the respective States. But this article shall not derogate, in any manner, from the force of the laws already published, or hereafter to be published, by his Majesty the King of Prussia, to prevent the emigration of his subjects.

#### ARTICLE XV

The present treaty shall continue in force for twelve years, counting from the day of the exchange of the ratifications; and if, twelve months before the expiration of that period, neither of the High Contracting Parties shall have announced, by an official notification, to the other, its intention to arrest the operation of said treaty, it shall remain binding for one year beyond that time, and so on, until the expiration of the twelve months which will follow a similar notification, whatever the time at which it may take place.

#### ARTICLE XVI

This treaty shall be approved and ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by his Majesty the King of Prussia, and the ratifications shall be exchanged in the City of Washington, within nine months from the date of the signature hereof, or sooner, if possible.

In faith whereof, the respective Plenipotentiaries have signed the above articles, both in the French and English languages, and they have thereto

affixed their seals; declaring, nevertheless, that the signing in both languages shall not be brought into precedent, nor in way operate to the prejudice of either party.

Done in triplicate, at the City of Washington, on the first day of May, in the year of our Lord one thousand eight hundred and twenty-eight, and the fifty-second of the Independence of the United States of America.

Signed,

H. CLAY

LUDWIG NIEDERSTETTER

# Germany (*Prussia and Germanic Confederation*)

## EXTRADITION

*Convention signed at Washington June 16, 1852;*<sup>1</sup> *additional article signed at Washington November 16, 1852*

*Senate advice and consent to ratification March 15, 1853*

*Ratified by Prussia April 25, 1853*

*Ratified by the President of the United States May 27, 1853*

*Ratifications exchanged at Washington May 30, 1853*

*Entered into force May 30, 1853*

*Proclaimed by the President of the United States October 15, 1853*

*Not revived after World War I*<sup>2</sup>

10 Stat. 964; Treaty Series 296<sup>3</sup>

CONVENTION FOR THE MUTUAL DELIVERY OF CRIMINALS, FUGITIVES FROM JUSTICE, IN CERTAIN CASES, CONCLUDED BETWEEN THE UNITED STATES, ON THE ONE PART, AND PRUSSIA AND OTHER STATES OF THE GERMANIC CONFEDERATION, ON THE OTHER PART

Whereas it is found expedient, for the better administration of justice and the prevention of crime within the territories and jurisdiction of the parties, respectively, that persons committing certain heinous crimes, being fugitives from justice, should, under certain circumstances, be reciprocally delivered up; and also to enumerate such crimes explicitly; and whereas the laws and Constitution of Prussia, and of the other German States, parties to this Convention, forbid them to surrender their own citizens to a foreign jurisdiction, the Government of the United States, with a view of making the Conven-

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<sup>1</sup> The Prussian Minister Resident at Washington signed for Prussia and for other states of the Germanic Confederation as listed in the preamble of the convention.

<sup>2</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

<sup>3</sup> For a detailed study of this convention, see 6 Miller 3.

tion strictly reciprocal, shall be held equally free from any obligation to surrender citizens of the United States; therefore, on the one part, the United States of America, and on the other part, His Majesty the King of Prussia, in His own name as well as in the name of His Majesty the King of Saxony, His Royal Highness the Elector of Hesse, His Royal Highness the Grand Duke of Hesse and on Rhine, His Royal Highness the Grand Duke of Saxe-Weimar-Eisenach, His Highness the Duke of Saxe-Meiningen, His Highness the Duke of Saxe-Altenburg, His Highness the Duke of Saxe-Coburg-Gotha, His Highness the Duke of Brunswick, His Highness the Duke of Anhalt-Dessau, His Highness the Duke of Anhalt-Bernburg, His Highness the Duke of Nassau, His Serene Highness the Prince of Schwarzburg-Rudolstadt, His Serene Highness the Prince of Schwarzburg-Sondershausen, Her Serene Highness the Princess and Regent of Waldeck, His Serene Highness the Prince of Reuss, elder branch, His Serene Highness the Prince of Reuss, junior branch, His Serene Highness the Prince of Lippe, His Serene Highness the Landgrave of Hesse-Homburg, as well as the free city of Francfort, having resolved to treat on this subject, have for that purpose appointed their respective plenipotentiaries to negotiate and conclude a convention—that is to say:

The President of the United States of America, Daniel Webster, Secretary of State, and His Majesty the King of Prussia in His own name, as well as in the name of the other German Sovereigns above enumerated, and the free city of Francfort, Frederic Charles Joseph von Gerolt, His said Majesty's Minister Resident near the Government of the United States, who, after reciprocal communication of their respective powers, have agreed to and signed the following articles:

#### ARTICLE I

It is agreed that the United States and Prussia, and the other States of the Germanic Confederation included in, or which may hereafter accede to this Convention, shall, upon mutual requisitions by them or their ministers, officers, or authorities, respectively made, deliver up to justice all persons who, being charged with the crime of murder, or assault with intent to commit murder, or piracy, or arson, or robbery, or forgery, or the utterance of forged papers, or the fabrication or circulation of counterfeit money, whether coin or paper money, or the embezzlement of public moneys committed within the jurisdiction of either party, shall seek an asylum, or shall be found within the territories of the other: *Provided*, That this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial, if the crime or offence had there been committed; and the respective judges and other magistrates of the two Governments shall have power, jurisdiction, and authority, upon complaint made under oath, to issue a warrant for the apprehension of the fugitive or person so charged, that he may be brought before such judges or other magistrates respectively, to the

end that the evidence of criminality may be heard and considered; and if, on such hearing, the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper executive authority, that a warrant may issue for the surrender of such fugitive. The expense of such apprehension and delivery shall be borne and defrayed by the party who makes the requisition and receives the fugitive.

#### ARTICLE II

The stipulations of this Convention shall be applied to any other State of the Germanic Confederation, which may hereafter declare its accession thereto.<sup>4</sup>

#### ARTICLE III

None of the contracting parties shall be bound to deliver up its own citizens or subjects under the stipulations of this Convention.

#### ARTICLE IV

Whenever any person accused of any of the crimes enumerated in this Convention shall have committed a new crime in the territories of the State where he has sought an asylum, or shall be found, such person shall not be delivered up under the stipulations of this convention, until he shall have been tried, and shall have received the punishment due to such new crime, or shall have been acquitted thereof.

#### ARTICLE V

The present Convention shall continue in force until the 1st of January, 1858; and if neither party shall have given to the other six months' previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months after either of the high contracting parties shall have given notice to the other of such intention; each of the high contracting parties reserving to itself the right of giving such notice to the other, at any time after the expiration of the said 1st day of January, 1858.

#### ARTICLE VI

The present Convention shall be ratified by the President, by and with the advice and consent of the Senate of the United States, and by the government of Prussia, and the ratifications, shall be exchanged at Washington within six months from the date hereof, or sooner if possible.<sup>5</sup>

<sup>4</sup> For declarations of accession by Bremen, Mecklenburg-Schwerin, Mecklenburg-Strelitz, Oldenburg, Schaumburg-Lippe, and Württemberg, see TS 37, *ante*, p. 17; TS 200, *ante*, p. 63; TS 201, *ante*, p. 65; TS 264, *ante*, p. 76; TS 318, *post*, p. 112; and TS 374, *post*, p. 116.

<sup>5</sup> For an extension of the period for exchange of ratifications, see additional article, p. 108.

In faith whereof, the respective Plenipotentiaries have signed this Convention, and have hereunto affixed our seals.

Done in triplicate at Washington the sixteenth day of June, one thousand eight hundred and fifty-two, and the seventy-sixth year of the Independence of the United States.

DAN<sup>1</sup> WEBSTER [SEAL]

FR. V. GEROLT [SEAL]

ADDITIONAL ARTICLE TO THE CONVENTION FOR THE MUTUAL DELIVERY OF CRIMINALS, FUGITIVES FROM JUSTICE, IN CERTAIN CASES, CONCLUDED BETWEEN THE UNITED STATES, ON THE ONE PART, AND PRUSSIA AND OTHER STATES OF THE GERMANIC CONFEDERATION, ON THE OTHER PART, AT WASHINGTON, THE 16TH DAY OF JUNE, ONE THOUSAND EIGHT HUNDRED AND FIFTY-TWO

Whereas it may not be practicable for the ratifications of the Convention for the mutual delivery of criminals, fugitives from justice, in certain cases, between the United States and Prussia and other States of the Germanic Confederation, signed at Washington on the 16th day of June 1852, to be exchanged within the time stipulated in said Convention; and whereas both parties are desirous that it should be carried into full and complete effect, the President of the United States of America has fully empowered on his part Edward Everett, Secretary of State of the United States, and His Majesty the King of Prussia, in His own name, as well as in the name of the other German Sovereigns enumerated in the aforesaid Convention, has likewise fully empowered Frederick Charles Joseph von Gerolt, His said Majesty's Minister Resident near the Government of the United States, who have agreed to and signed the following article:

The ratifications of the Convention for the mutual delivery of criminals, fugitives from justice, in certain cases, concluded on the 16th of June, 1852, shall be exchanged at Washington within one year from the date of this agreement, or sooner, should it be possible.

The present additional Article shall have the same force and effect as if it had been inserted, word for word, in the aforesaid Convention of the 16th of June, 1852, and shall be approved and ratified in the manner therein prescribed.

In faith whereof, we, the respective Plenipotentiaries, have signed this agreement and have hereunto affixed our seals.

Done at Washington, this sixteenth day of November, one thousand eight hundred and fifty-two, and the seventy-seventh year of the Independence of the United States.

EDWARD EVERETT [SEAL]

FR. VON GEROLT [SEAL]

## *Germany (Saxony)*<sup>1</sup>

### ABOLITION OF DROIT D'AUBAINE AND TAXES ON EMIGRATION

*Convention signed at Berlin May 14, 1845*

*Senate advice and consent to ratification, with an amendment, April 15,  
1846*<sup>1</sup>

*Ratified by the President of the United States, with an amendment,  
April 22, 1846*<sup>1</sup>

*Ratified by Saxony July 14, 1846*

*Ratifications exchanged at Berlin August 12, 1846*

*Entered into force August 12, 1846*

*Proclaimed by the President of the United States September 9, 1846*

*Obsolete*

9 Stat. 830; Treaty Series 317<sup>2</sup>

The United States of America on the one part and His Majesty the King of Saxony on the other part being equally desirous of removing the restrictions which exist in their territories upon the acquisition and transfer of property by their respective citizens and subjects, have agreed to enter into negotiations for this purpose.

For the attainment of this desirable object the President of the United States of America has conferred full powers on Henry Wheaton their Envoy extraordinary and Minister plenipotentiary at the Court of His Majesty the King of Prussia, and His Majesty the King of Saxony upon John de Minckwitz His Minister of State, Lieutenant General, Envoy extraordinary and Minister plenipotentiary at the said Court, who, after having exchanged their

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<sup>1</sup> The U.S. amendment called for deletion in art. 7 of the word "twelve" and insertion of the word "eighteen".

The text printed here is the amended text as proclaimed by the President.

<sup>2</sup> For a detailed study of this convention, see 4 Miller 751.

said full powers, found in due and proper form, have agreed to the following articles:

ART: 1

Every kind of droit d'aubaine, droit de retraite, and droit de détraction, or tax on Emigration, is hereby and shall remain abolished, between the two contracting Parties, their states, citizens and subjects respectively.

ART: 2

Where, on the death of any person holding real property within the territories of one party, such real property would, by the laws of the land, descend on a citizen or subject of the other, were he not disqualified by alienage,—or where such real property has been devised by last will and testament to such citizen or subject, he shall be allowed a term of two years from the death of such person, which term may be reasonably prolonged according to circumstances,—to sell the same and to withdraw the proceeds thereof without molestation, and exempt from all duties of detraction on the part of the Governments of the respective states.

ART: 3

The citizens or subjects of Each of the contracting Parties shall have power to dispose of their personal property within the states of the other, by testament, donation or otherwise, and their heirs, being citizens or subjects of the other contracting Party, shall succeed to their said personal property, whether by testament or *ab intestato*, and may take possession thereof, either by themselves or by others acting for them, and dispose of the same at their pleasure, paying such duties only as the inhabitants of the country, where the said property lies, shall be liable to pay in like cases.

ART: 4

In case of the absence of the heirs, the same care shall be taken provisionally of such real or personal property, as would be taken, in a like case, of the property belonging to the natives of the country, until the lawful owner, or the person who has a right to sell the same, according to article 2 may take measures to receive or dispose of the inheritance.

ART: 5

If any disputes should arise between the different claimants to the same inheritance, they shall be decided, according to the laws and by the judges of the country where the property is situated.

ART: 6

All the stipulations of the present convention shall be obligatory in respect to property, already inherited, devised, or bequeathed, but not yet withdrawn

from the country where the same is situated, at the signature of this convention.

ART: 7

This convention shall be ratified by the President of the United States of America, by and with the advice and consent of their Senate, and by His Majesty the King of Saxony and the ratifications shall be exchanged at Berlin within the term of eighteen months, from the date of the signature or sooner if possible.

In faith of which, the respective Plenipotentiaries have signed the above Articles, both in German and English, and have thereto affixed their seals.

Done in triplicate in the city of Berlin on the 14th of May, in the year of our Lord one thousand eight hundred and forty five and the sixty ninth of the Independence of the United States of America.

HENRY WHEATON [SEAL]

MINCKWITZ [SEAL]

# Germany (*Schaumburg-Lippe*)

## EXTRADITION

*Declaration of accession to convention of June 16, 1852, between the United States and Prussia and other states of the Germanic Confederation, signed at Buckeburg June 7, 1854*

*Accepted by the President of the United States July 26, 1854*

*Proclaimed by the President of the United States July 26, 1854*

*Convention not revived after World War I*<sup>1</sup>

Treaty Series 318<sup>2</sup>

### [TRANSLATION]

Whereas a treaty for the reciprocal extradition of fugitive criminals, in special cases, was concluded between Prussia and other States of the Germanic Confederation on the one hand, and the United States of North America on the other, under date of June 16th, 1852,<sup>3</sup> at Washington, by the Plenipotentiaries of the contracting parties, and has been ratified by the contracting Governments; and whereas, in the second article of the same, the United States of North America have declared that they agree that the stipulations of the aforesaid treaty shall be applicable to any other State of the Germanic Confederation which shall have subsequently declared its accession to the treaty: Now, therefore, in accordance therewith, the Government of His Serene Highness the Reigning Prince of Schaumburg-Lippe, hereby declares its accession to the aforesaid treaty of June 16th, 1852, which is, word for word, as follows:

[For text of convention, see TS 296, *ante*, p. 105.]

and hereby expressly gives assurance that each and every article and stipulation of this treaty shall be faithfully observed and enforced within the territory of the Principality of Schaumburg-Lippe.

<sup>1</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

<sup>2</sup> For a detailed study of accessions to convention of June 16, 1852, see 6 Miller 14.

<sup>3</sup> TS 296, *ante*, p. 105.

In testimony whereof, the Government of the Prince, in the name of His Serene Highness the Reigning Prince of Schaumburg-Lippe, has executed the present declaration of accession, and caused the seal of the Government to be thereunto affixed.

Done at Buckeburg, the seventh day of June, one thousand eight hundred and fifty-four.

The Government of the Prince of Schaumburg-Lippe.

[SEAL]

V. SAUER  
WERNER

## *Germany (Württemberg)*

### ABOLITION OF DROIT D'AUBAINE AND TAXES ON EMIGRATION

*Convention signed at Berlin April 10, 1844*

*Senate advice and consent to ratification June 12, 1844*

*Ratified by the President of the United States June 22, 1844*

*Ratified by Württemberg September 18, 1844*

*Ratifications exchanged at Berlin October 3, 1844*

*Entered into force October 3, 1844*

*Proclaimed by the President of the United States December 16, 1844*

*Obsolete*

8 Stat. 588; Treaty Series 373<sup>1</sup>

#### CONVENTION FOR THE MUTUAL ABOLITION OF THE DROIT D'AUBAINE AND TAXES ON EMIGRATION BETWEEN THE UNITED STATES OF AMERICA AND HIS MAJESTY THE KING OF WURTTENBERG

The United States of America and His Majesty the King of Wurttemberg having resolved, for the advantage of their respective citizens and subjects, to conclude a convention for the mutual abolition of the droit d'aubaine & taxes on emigration, have named for this purpose their respective Plenipotentiaries, namely the President of the United States of America has conferred full powers on Henry Wheaton their Envoy extraordinary and Minister plenipotentiary at the Royal Court of Prussia and His Majesty the King of Wurttemberg upon Baron de Maucler, His Captain of the Staff and chargé d'affaires at the said Court, who, after having exchanged their said full powers, found in due and proper form, have agreed to & signed the following Articles:

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<sup>1</sup> For a detailed study of this convention, see 4 Miller 549.

ART. 1. Every kind of droit d'aubaine, droit de retraite, and droit de détraction or tax on emigration, is, hereby, and shall remain abolished between the two contracting Parties, their States, citizens & subjects respectively.

ART. 2. Where, on the death of any person holding real property within the territories of one Party, such real property would, by the laws of the land, descend on a citizen or subject of the other were he not disqualified by alienage, such citizen or subject shall be allowed a term of two years to sell the same,—which term may be reasonably prolonged, according to circumstances,—and to withdraw the proceeds thereof, without molestation, & exempt from all duties of detraction.

ART. 3. The citizens or Subjects of each of the contracting Parties shall have power to dispose of their personal property within the States of the other, by testament, donation, or otherwise, and their heirs, legatees, and donees, being citizens or subjects of the other contracting Party, shall succeed to their said personal property, and may take possession thereof, either by themselves, or by others acting for them,—and dispose of the same at their pleasure, paying such duties only as the inhabitants of the country where the said property lies, shall be liable to pay in like cases.

ART. 4. In case of the absence of the heirs, the same care shall be taken, provisionally, of such real or personal property, as would be taken in a like case of property belonging to the natives of the country until the lawful owner, or the person who has a right to sell the same according to Article 2., may take measures to receive or dispose of the inheritance.

ART. 5. If any dispute should arise between different claimants to the same inheritance, they shall be decided in the last resort, according to the laws, and by the judges of the country where the property is situated.

ART. 6. All the stipulations of the present convention shall be obligatory in respect to property already inherited or bequeathed, but not yet withdrawn from the country where the same is situated at the signature of this convention.

ART. 7. This convention is concluded subject to the ratification of the President of the United States of America,—by & with the advice and consent of their Senate, and of His Majesty the King of Wurttemberg, and the ratifications thereof shall be exchanged at Berlin, within the term of twelve months from the date of the signature hereof, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the above Articles, as well in English as in German, and have thereto affixed their seals.

Done in triplicata in the city of Berlin on the tenth day of April, One Thousand Eight Hundred & forty four, in the sixty eighth year of the Independence of the United States of America, and the twenty-eighth of the Reign of His Majesty the King of Wurttemberg.

HENRY WHEATON	[SEAL]
FREIHERR VON MAUCLER	[SEAL]

## EXTRADITION

*Declaration of accession to convention, of June 16, 1852, between the United States and Prussia and other states of the Germanic Confederation, signed at Stuttgart October 13, 1853*

*Accepted by the President of the United States December 24, 1853*

*Proclaimed by the President of the United States December 27, 1853*

*Convention not revived after World War I*<sup>1</sup>

18 Stat. 810; Treaty Series 374<sup>2</sup>

### [TRANSLATION]

Inasmuch as a convention for the reciprocal extradition of fugitive criminals in certain cases, was concluded between Prussia and other States of the Germanic Confederation on the one hand, and the United States of North America on the other, under date of June 16, 1852,<sup>3</sup> at Washington, by the Plenipotentiaries of the contracting parties, and was ratified by the contracting Governments; and whereas, in the second article thereof, the United States of North America declare that they agree that the stipulations of the aforesaid convention shall be applied to any other State of the Germanic Confederation that shall subsequently declare its accession to the convention, now therefore, in pursuance thereof, the Government of His Majesty the King of Württemberg declares its accession to the aforesaid convention of June 16th, 1852, the text of which is word for word, as follows:

[For text of convention, see TS 296, *ante*, p. 105.]

and hereby gives the express assurance that each and every article and provision of this convention shall be faithfully observed and executed within the territory of the Kingdom of Württemberg.

In testimony whereof, the Royal Minister of Foreign Affairs of Württemberg has, in the name of His Majesty the King of Württemberg, executed this certificate of accession, and caused the Royal Official Seal to be thereunto affixed.

Done at Stuttgart, October the 13th, 1853.

[SEAL]

VON NEURATH

*Royal Minister of Foreign Affairs of Württemberg*

<sup>1</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

<sup>2</sup> For a detailed study of accessions to convention of June 16, 1852, see 6 Miller 14.

<sup>3</sup> TS 296, *ante*, p. 105.

## NATURALIZATION AND EXTRADITION

*Treaty and explanatory protocol signed at Stuttgart July 27, 1868*

*Senate advice and consent to ratification April 12, 1869*

*Ratified by the President of the United States April 18, 1869*

*Ratified by Württemberg*

*Ratifications exchanged at Stuttgart August 17, 1869*

*Entered into force August 17, 1869*

*Senate advice and consent to exchange of ratifications March 2, 1870*

*Proclaimed by the President of the United States March 7, 1870*

*Obsolete*

18 Stat. 811; Treaty Series 375

### TREATY

The President of the United States of America and his Majesty the King of Württemberg, led by the wish to regulate the citizenship of those persons who emigrate from the United States of America to Württemberg, and from Württemberg to the territory of the United States of America, have resolved to treat on this subject and have for that purpose appointed plenipotentiaries, to conclude a convention, that is to say: The President of the United States of America, George Bancroft, Envoy Extraordinary and Minister Plenipotentiary, and his Majesty the King of Württemberg, his Minister of the royal house and of foreign affairs, Charles Baron Varnbüler, who have agreed to and signed the following articles:

#### ARTICLE I<sup>1</sup>

Citizens of Württemberg, who have become or shall become naturalized citizens of the United States of America, and shall have resided uninterruptedly within the United States five years, shall be held by Württemberg to be American citizens and shall be treated as such. Reciprocally, citizens of the United States of America who have become or shall become naturalized citizens of Württemberg and shall have resided uninterruptedly within Württemberg five years, shall be held by the United States to be citizens of Württemberg, and shall be treated as such. The declaration of an intention to become a citizen of the one or the other country has not for either party the effect of naturalization.

<sup>1</sup> See also explanatory protocol, p. 119.

ARTICLE II <sup>1</sup>

A naturalized citizen of the one party on return to the territory of the other party remains liable to trial and punishment for an action punishable by the laws of his original country, and committed before his emigration; saving always the limitation established by the laws of his original country, or any other remission of liability to punishment.

## ARTICLE III

The convention for the mutual delivery of criminals, fugitives from justice, in certain cases, concluded between Württemberg and the United States the 16 June, 1852 <sup>2</sup> remains in force without change.  
<sub>13 October, 1853,</sub>

ARTICLE IV <sup>1</sup>

If a Württemberger, naturalized in America, renews his residence in Württemberg without the intent to return to America, he shall be held to have renounced his naturalization in the United States. Reciprocally, if an American naturalized in Württemberg, renews his residence in the United States without the intent to return to Württemberg, he shall be held to have renounced his naturalization in Württemberg. The intent not to return may be held to exist when the person naturalized in the one country resides more than two years in the other country.

## ARTICLE V

The present convention shall go into effect immediately on the exchange of ratifications, and shall continue in force for ten years. If neither party shall have given to the other six months' previous notice of its intention then to terminate the same, it shall further remain in force until the end of twelve months after either of the high contracting parties shall have given notice to the other of such intention.

## ARTICLE VI

The present convention shall be ratified by his Majesty the King of Württemberg, with the consent of the Chambers of the kingdom, and by the President by and with the advice and consent of the Senate of the United States, and the ratifications shall be exchanged at Stuttgart as soon as possible, within twelve months from the date hereof.

In faith whereof the plenipotentiaries have signed and sealed this convention.

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<sup>2</sup> TS 374, *ante*, p. 116.

Stuttgart the twenty-seventh of July, one thousand eight hundred and sixty-eight.

GEO. BANCROFT [SEAL]

FREIHERR VON VARNBÜLER [SEAL]

PROTOCOL EXPLANATORY OF THE CONVENTION

*Done at Stuttgart the 27th July, 1868*

The undersigned met to-day to sign the treaty agreed upon, in conformity with their respective full powers, relating to the citizenship of those persons, who emigrate from the United States of America to Wurtemberg and from Wurtemberg to the United States of America; on which occasion the following observations, more exactly defining and explaining the contents of this treaty were entered in the following protocol.

*I. Relating to the first article of the Treaty*

(1) It is of course understood that not the naturalization alone, but a five years uninterrupted residence is also required, before a person can be regarded as coming within the treaty; but it is by no means requisite, that the five years residence should take place after the naturalization.

Yet it is hereby agreed, that if citizens of the one state become legally naturalized in the other state before they have resided there five years; the persons so naturalized from the moment of their naturalization, have to exercise all civil rights and are liable to all civil duties in the state into which they have been adopted.

(2) The words "resided uninterruptedly" are obviously to be understood, not of a continual bodily presence, but in the legal sense; and therefore a transient absence, a journey or the like, by no means interrupts the period of five years contemplated by the first article.

*II. Relating to the second article of the treaty*

On the side of Wurtemberg, it is agreed that all former Wurtembergers, who under the first article of this treaty are to be held as American citizens may, whether they have emigrated before or after the age of liability to military service, return to their original country, free from military duties and penalties and with a claim to the delivery of the property which may have been sequestered, with the exception of those Wurtemberg emigrants liable to military duty who have taken to flight

(1) After their enrolment in the active army and before their discharge from the same, or

(2) after they (*a*) have been called into service with the class of their age or on occasion of placing the military force on a war footing, or (*b*) have been present at a muster and been designated as a part of the contingent.

### III. *Relating to the fourth article of the treaty*

It is agreed that the fourth article shall *not* receive the interpretation, that the naturalized citizen of the one state who returns to the other state, his original country, and there takes up his residence, does by that act alone recover his former citizenship; nor can it be assumed, that the state to which the emigrant originally belonged is bound to restore him at once to his original relation. On the contrary it is only intended to be declared; that the emigrant so returning, is authorized to acquire the citizenship of his former country, in the same manner as other aliens in conformity to the laws and regulations which are there established, yet it is left to his own free choice, whether he will adopt that course, or will preserve the citizenship of the country of his adoption. With regard to this choice, after a two years residence in his original country he is bound if so requested by the proper authorities, to make a distinct declaration, upon which these authorities can come to a decision as the case may be, with regard to his being received again into citizenship or his further residence in the manner prescribed by law.

GEO. BANCROFT

[SEAL]

FREIHERR VON VARNBÜLER

[SEAL]

## Germany

### DUTIES, RIGHTS, PRIVILEGES, AND IMMUNITIES OF CONSULAR OFFICERS; TRADE-MARKS

*Convention signed at Berlin December 11, 1871; protocol signed at Berlin April 29, 1872*

*Senate advice and consent to ratification of convention January 18, 1872, and to execution of protocol April 24, 1872*<sup>1</sup>

*Ratified by the President of the United States January 26, 1872*

*Ratified by Germany April 24, 1872*

*Ratifications exchanged at Berlin April 29, 1872*

*Entered into force April 29, 1872*

*Articles XIII and XIV terminated July 1, 1916*<sup>2</sup>

*Proclaimed by the President of the United States June 1, 1872*

*Not revived after World War I*<sup>3</sup>

17 Stat. 921; Treaty Series 99

#### CONVENTION

The President of the United States of America and His Majesty the Emperor of Germany, king of Prussia, in the name of the German Empire, led by the wish to define the rights, privileges, immunities and duties of the respective Consular Agents have agreed upon the conclusion of a Consular

<sup>1</sup> The Senate resolution stated “. . . the Minister of the United States at Berlin may execute with the representative of the German Government with whom he may effect the exchange of ratifications . . . a protocol, construing the word ‘property’ in articles three and nine of said Convention as meaning and intending real estate. . . .” See text of protocol, p. 128.

<sup>2</sup> Pursuant to notice given by the United States in accordance with Public Law No. 302, Mar. 4, 1915 (38 Stat. 1164).

<sup>3</sup> See art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

Convention and for that purpose have appointed their Plenipotentiaries namely:

The President of the United States of America: George Bancroft, Envoy Extraordinary and Minister Plenipotentiary from the said States near His Majesty the Emperor of Germany, His Majesty the Emperor of Germany, King of Prussia, Bernard König, His Privy Councillor of Legation, who have agreed to and signed the following articles:

ART: I

Each of the Contracting parties agrees to receive from the other Consuls general, Consuls, Vice-Consuls and Consular-Agents, in all its ports, cities and places, except those, where it may not be convenient to recognize such officers. This reservation, however, shall not apply to one of the Contracting Parties without also applying to every other power.

ART: II

The Consuls general, Consuls, Vice-Consuls or Consular-Agents shall be reciprocally received and recognized, on the presentation of their commissions, in the forms established in their respective countries. The necessary exequatur for the exercise of their functions shall be furnished to them free of charge, and on the exhibition of this instrument, they shall be admitted at once, and without difficulty, by the territorial authorities, federal, State, or communal, judicial, or executive, of the ports, cities, and places of their residence and district, to the enjoyment of the prerogatives reciprocally granted. The government that furnishes the exequatur reserves the right to withdraw the same on a statement of the reasons for which it has thought proper to do so.

ART: III

The respective Consuls general, Consuls, Vice-Consuls, or Consular-Agents, as well as their chancellors and secretaries, shall enjoy in the two countries all privileges, exemptions and immunities which have been granted or may in future be granted to the agents of the same rank of the most favored nation. Consular officers not being citizens of the country where they are accredited, shall enjoy, in the country of their residence, personal immunity from arrest or imprisonment except in the case of crimes, exemption from military billetings and contributions, from military service of every sort, and other public duties, and from all direct or personal or sumptuary taxes, duties and contributions, whether federal, State, or municipal. If however the said consular officers are or become owners of property <sup>4</sup> in the country in which they reside, or engage in commerce, they shall be subject to the same taxes and imposts, and to the same jurisdiction, as citizens of the country, property-

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<sup>4</sup> See protocol, p. 128.

holders, or merchants. But under no circumstances shall their official income be subject to any tax. Consular officers who engage in commerce shall not plead their consular privileges to avoid their commercial liabilities. Consular officers of either character shall not in any event be interfered with in the exercise of their official functions, further than is indispensable for the administration of the laws of the country.

#### ART: IV

Consuls general, Consuls, Vice-Consuls, and Consular-Agents may place over the outer door of their offices, or of their dwellings, the arms of their nation with the proper inscription indicative of the office. And they may also hoist the flag of their country on their consular edifice except in places where a legation of their country is established.

They may also hoist their flag on board any vessel employed by them in port for the discharge of their duty.

#### ART: V

The consular archives shall be at all times inviolable, and under no pretence whatever shall the local authorities be allowed to examine or seize the papers forming part of them. When, however, a consular officer is engaged in other business, the papers relating to the Consulate shall be kept in a separate enclosure.

The offices and dwellings of Consules missi who are not citizens of the country of their residence shall be at all times inviolable. The local authorities shall not except in the case of the pursuit for crimes under any pretext, invade them. In no case shall they examine or seize the papers there deposited. In no event shall those offices or dwellings be used as places of asylum.

#### ART: VI

In the event of the death, prevention or absence of Consuls general, Consuls, Vice-Consuls, and Consular-Agents, their chancellors or secretaries, whose official character may have previously been made known to the respective authorities in Germany or in the United States, may temporarily exercise their functions, and while thus acting they shall enjoy all the rights, prerogatives, and immunities granted by this convention to the incumbents.

#### ART: VII

Consuls general and Consuls may, with the approbation of their respective governments, appoint Vice-Consuls and Consular-Agents in the cities, ports and places within their consular jurisdiction. These officers may be citizens of Germany, of the United States, or any other country. They shall be fur-

nished with a commission by the Consul who appoints them and under whose orders they are to act, or by the government of the country which he represents. They shall enjoy the privileges stipulated for consular officers in this convention, subject to the exceptions specified in article 3.

#### ART: VIII

Consuls general, Consuls, Vice-Consuls, and Consular-Agents shall have the right to apply to the authorities of the respective countries, whether federal or local, judicial or executive within the extent of their consular district, for the redress of any infraction of the treaties and conventions existing between the two countries or of international law; to ask information of said authorities, and to address said authorities to the end of protecting the rights and interests of their countrymen, especially in cases of the absence of the latter; in which cases such Consuls etc. shall be presumed to be their legal representatives. If due notice should not be taken of such application, the consular officers aforesaid, in the absence of a diplomatic agent of their country, may apply directly to the government of the country where they reside.

#### ART: IX <sup>5</sup>

Consuls general, Consuls, Vice-Consuls or Consular Agents of the two countries or their chancellors shall have the right conformably to the laws and regulations of their country

1, to take at their office or dwelling, at the residence of the parties, or on board of vessels of their own nation, the depositions of the captains and crews, of passengers on board of them, of merchants, or any other citizens of their own country;

2, to receive and verify unilateral acts, wills and bequests of their countrymen, and any and all acts of agreement entered upon between citizens of their own country, and between such citizens and the citizens or other inhabitants of the country where they reside; and also all contracts between the latter, provided they relate to property situated or to business to be transacted in the territory of the nation by which the said Consular officers are appointed.

All such acts of agreement and other instruments, and also copies and translations thereof, when duly authenticated by such Consul-general, Consul, Vice-Consul, or Consular-Agent under his official seal, shall be received by public officials and in courts of justice as legal documents, or as authenticated copies, as the case may be, and shall have the same force and effect as if drawn up or authenticated by competent public officers of one or the other of the two countries.

<sup>5</sup> See protocol, p. 128.

ART: X<sup>5</sup>

In case of the death of any citizen of Germany in the United States or of any citizen of the United States in the German Empire without having in the country of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the nation to which the deceased belongs of the circumstance, in order that the necessary information may be immediately forwarded to parties interested.

The said consular officer shall have the right to appear personally or by delegate in all proceedings on behalf of the absent heirs or creditors until they are duly represented.

In all successions to inheritances citizens of each of the Contracting Parties shall pay in the country of the other such duties only as they would be liable to pay, if they were citizens of the country in which the property is situated or the judicial administration of the same may be exercised.

## ART: XI

Consuls general, Consuls, Vice-Consuls, and Consular-Agents of the two countries are exclusively charged with the inventorying and the safe-keeping of goods and effects of every kind left by sailors or passengers on ships of their nation who die either on board ship or on land, during the voyage or in the port of destination.

## ART: XII

Consuls general, Consuls, Vice-Consuls, and Consular-Agents shall be at liberty to go either in person or by proxy on board vessels of their nation admitted to entry and to examine the officers and crews, to examine the ships papers, to receive declarations concerning their voyage, their destination, and the incidents of the voyage, also to draw up manifests and lists of freight, to facilitate the entry and clearance of their vessels, and finally to accompany the said officers or crews before the judicial or administrative authorities of the country, to assist them as their interpreters or agents.

The judicial authorities and custom house officials shall in no case proceed to the examination or search of merchant vessels without having given previous notice to the consular officers of the nation to which the said vessels belong, in order to enable the said consular officers to be present.

They shall also give due notice to the said consular officers in order to enable them to be present at any depositions or statements to be made in courts of law or before local magistrates, by officers or persons belonging to the crew, thus to prevent errors or false interpretations which might impede the correct administration of justice. The notice to Consuls, Vice-Consuls, or Consular-Agents shall name the hour fixed for such proceedings. Upon the non-appearance of the said officers or their representatives, the case may be proceeded with in their absence.

ART: XIII<sup>6</sup>

Consuls general, Consuls, Vice-Consuls, or Consular-Agents, shall have exclusive charge of the internal order of the merchant vessels of their nation, and shall have the exclusive power to take cognizance of and to determine differences of every kind which may arise, either at sea, or in port, between the captains, officers and crews, and specially in reference to wages and the execution of mutual contracts. Neither any court or authority, shall, on any pretext, interfere in these differences except in cases where the differences on board ship are of a nature to disturb the peace and public order in port, or on shore, or when persons other than the officers and crew of the vessel are parties to the disturbance.

Except as aforesaid, the local authorities shall confine themselves to the rendering of efficient aid to the consuls, when they may ask it in order to arrest and hold all persons, whose names are borne on the ship's articles, and whom they may deem it necessary to detain. Those persons shall be arrested at the sole request of the consuls, addressed in writing to the local authorities and supported by an official extract from the register of the ship or the list of the crew, and shall be held, during the whole time of their stay in the port, at the disposal of the consuls. Their release shall be granted only at the request of the consuls, made in writing.

The expenses of the arrest and detention of those persons shall be paid by the consuls.

ART: XIV<sup>6</sup>

Consuls general, Consuls, Vice-Consuls, or Consular-Agents may arrest the officers, sailors, and all other persons making part of the crews of ships-of-war or merchant vessels of their nation, who may be guilty or be accused of having deserted said ships and vessels, for the purpose of sending them on board, or back to their country.

To that end, the Consuls of Germany in the United States shall apply to either the federal, State, or municipal courts or authorities; and the Consuls of the United States in Germany shall apply to any of the competent authorities and make a request in writing for the deserters, supporting it by an official extract of the register of the vessel and the list of the crew, or by other official documents, to show that the men whom they claim belong to said crew. Upon such request alone thus supported, and without the exaction of any oath from the Consuls the deserters (not being citizens of the country where the demand is made either at the time of their shipping or of their arrival in the port), shall be given up to the Consuls. All aid and protection shall be furnished them for the pursuit, seizure, and arrest of the deserters, who shall be taken to the prisons of the country and there detained at the request and at the expense of the Consuls, until the said Consuls may find an opportunity of sending them away.

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<sup>6</sup> Terminated July 1, 1916 (38 Stat. 1164).

If, however, such opportunity should not present itself within the space of three months, counting from the day of the arrest, the deserters shall be set at liberty, and shall not again be arrested for the same cause.

#### ART: XV

In the absence of an agreement to the contrary between the owners, freighters, and insurers, all damages suffered at sea by the vessels of the two countries, whether they enter port voluntarily or are forced by stress of weather, shall be settled by the Consuls general, Consuls, Vice-Consuls, and Consular-Agents of the respective countries. If, however, any inhabitant of the country, or citizen or subject of a third power, shall be interested in the matter, and the parties cannot agree, the competent local authorities shall decide.

#### ART: XVI

In the event of a vessel belonging to the government, or owned by a citizen of one of the two Contracting Parties being wrecked, or cast on shore, on the coast of the other, the local authorities shall inform the Consul general, Consul, Vice-Consul, or Consular-Agent of the district of the occurrence or, if there be no such consular Agency, they shall inform the Consul general, Consul, Vice-Consul, or Consular-Agent of the nearest district.

All proceedings relative to the salvage of American vessels wrecked or cast on shore in the territorial waters of the German Empire shall take place in accordance with the laws of Germany; and reciprocally, all measures of salvage relative to German vessels wrecked or cast on shore in the territorial waters of the United States shall take place in accordance with the laws of the United States.

The consular authorities have in both countries to intervene only to superintend the proceedings having reference to the repair and revictualling, or if necessary, to the sale of the vessel wrecked, or cast on shore.

For the intervention of the local authorities no charges shall be made except such as in similar cases are paid by vessels of the nation.

In case of a doubt concerning the nationality of a shipwrecked vessel, the local authorities shall have exclusively the direction of the proceedings provided for in this article.

All merchandise and goods, not destined for consumption in the country where the wreck takes place, shall be free of all duties.

#### ART: XVII

With regard to the marks or labels of goods, or of their packages, and also with regard to patterns and marks of manufacture and trade, the citizens of Germany shall enjoy in the United States of America, and American citizens shall enjoy in Germany the same protection as native citizens.

## ART: XVIII

The present convention shall remain in force for the space of ten years counting from the day of the exchange of the ratification which shall be exchanged at Berlin within the period of six months.

In case neither party gives notice, twelve months before the expiration of the said period of ten years, of its intention not to renew this convention, it shall remain in force one year longer, and so on from year to year, until the expiration of a year from the day on which one of the parties shall have given such notice.

In faith whereof the Plenipotentiaries have signed and sealed this Convention.

Berlin the 11. of December 1871.

GEO. BANCROFT [SEAL]

B. KOENIG [SEAL]

## PROTOCOL

The Undersigned met this day in order to effect the exchange of the ratifications of the Consular Convention signed on the 11th day of December 1871 between the United States of America and Germany.

Before proceeding to this Act, the Undersigned Envoy extraordinary and Minister plenipotentiary of the United States of America, declared:

1. that, in accordance with the instruction given him by his government, with the advice and consent of the Senate, the expression "Property" used in the English text of articles III and IX is to be construed as meaning and intending "Real estate;"

2. that, according to the laws and the Constitution of the United States, Article X applies not only to persons of the male sex but also to persons of the female sex.

After the Undersigned, President of the office of the Chancellor of the Empire had expressed his concurrence with this declaration, the Acts of ratification, found to be in good and due form, were exchanged, and the present protocol was in duplicate executed.

Berlin the 29. April 1872.

GEO. BANCROFT  
DELBRUECK

## COPYRIGHT

*Agreement signed at Washington January 15, 1892*

*Ratified by Germany March 24, 1892*

*Ratified by the President of the United States April 15, 1892*

*Ratifications exchanged at Washington April 15, 1892*

*Entered into force May 6, 1892*

*Benefits of United States Copyright Act of March 4, 1909,<sup>1</sup> extended to Germany by proclamations of April 9, 1910,<sup>2</sup> and December 8, 1910;<sup>3</sup> benefits of Copyright Act of December 18, 1919,<sup>4</sup> extended by proclamation of May 25, 1922<sup>5</sup>*

*Reapplied by exchange of notes of February 6 and June 20, 1950<sup>6</sup>*

27 Stat. 1022; Treaty Series 100

The President of the United States of America, and His Majesty the German Emperor, King of Prussia, in the name of the German Empire, being actuated by the desire to extend to their subjects and citizens the full benefit of the legal provisions in force in both countries in regard to copyright, have, to this end, decided to conclude an agreement, and have appointed as their Plenipotentiaries:

The President of the United States of America, James G. Blaine, Secretary of State of the United States;

His Majesty the German Emperor, King of Prussia, Alfons Mumm von Schwarzenstein, His Chargé d'Affaires near the Government of the United States of America, who, being duly authorized, have concluded the following agreement, subject to due ratification:

### ARTICLE I

Citizens of the United States of America shall enjoy, in the German Empire, the protection of copyright as regards works of literature and art, as well as photographs, against illegal reproduction, on the same basis on which such protection is granted to subjects of the Empire.

<sup>1</sup> 35 Stat. 1075.

<sup>2</sup> 36 Stat. 2685.

<sup>3</sup> 36 Stat. 2761.

<sup>4</sup> 41 Stat. 368.

<sup>5</sup> 42 Stat. 2271.

<sup>6</sup> Not printed.

## ARTICLE II

The United States Government engages, in return, that the President of the United States shall, in pursuance of Section 13 of the Act of Congress of March 3, 1891,<sup>7</sup> issue the proclamation therein provided for in regard to the extension of the provisions of that Act to German subjects, as soon as the Secretary of State shall have been officially notified that the present agreement has received the necessary legislative sanction in the German Empire.

## ARTICLE III

This agreement shall be ratified, and the ratifications shall be exchanged at Washington as soon as possible.

The agreement shall go into operation at the expiration of three weeks from the date of the exchange of its ratifications, and shall be applicable only to works not published at the time when it shall have gone into operation. It shall remain in force until the expiration of three months from the day on which notice of a desire for the cessation of its effects shall have been given by one of the contracting parties.

Done in duplicate, in the English and German languages, at the City of Washington, this 15th day of January, 1892.

JAMES G. BLAINE [SEAL]

A. MUMM [SEAL]

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<sup>7</sup> 26 Stat. 1106.

## COMMERCE

*Agreement signed at Washington July 10, 1900*

*Proclaimed by the President of the United States July 13, 1900*

*Entered into force July 13, 1900*

*Terminated March 1, 1906<sup>1</sup>*

31 Stat. 1935; Treaty Series 101

The Undersigned, on behalf of their respective Governments have concluded the following Commercial Agreement.

I. In conformity with the authority conferred on the President in Section 3 of the Customs Act of the United States approved July 24, 1897,<sup>2</sup> it is agreed on the part of the United States that the following products of the soil and industry of Germany imported into the United States shall, from and after the date when this Agreement shall be put in force, be subject to the reduced Tariff rates provided by said Section 3, as follows:

Upon argols, or crude tartar, or wine lees, crude, five per centum ad valorem.

Upon brandies, or other spirits manufactured or distilled from grain or other materials, one dollar and seventy-five cents per proof gallon.

Upon still wines, and vermuth, in casks, thirty-five cents per gallon; in bottles or jugs, per case of one dozen bottles or jugs containing each not more than one quart and more than one pint, or twenty four bottles or jugs containing each not more than one pint, one dollar and twenty-five cents per case, and any excess beyond these quantities found in such bottles or jugs shall be subject to a duty of four cents per pint or fractional part thereof, but no separate or additional duty shall be assessed upon the bottles or jugs.

Upon paintings in oil or water colors, pastels, pen and ink drawings, and statuary, fifteen per centum ad valorem.

II. Reciprocally the Imperial German Government guarantees to the products of the United States on their entry into Germany the Tariff rates which have been conceded by the Commercial Treaties concluded during the years 1891–1894 between Germany on the one part, and Belgium, Italy,

<sup>1</sup> Pursuant to notice of termination given by Germany Nov. 29, 1905.

<sup>2</sup> 30 Stat. 203.

Austria-Hungary, Roumania, Russia, Switzerland and Serbia on the other part.

Moreover, the Imperial German Government will as soon as this Agreement shall be put in force, annul the regulations providing that the dried or evaporated fruits imported from the United States into Germany be inspected on account of the San José scale. These fruits shall during the continuance in force of this Agreement be admitted into Germany without other charges than the payment of the Customs duties to which they may now or in future be subject by law.

III. From and after the date of the President's Proclamation which shall give effect to this Agreement, the same shall be in force and shall continue in full force until three months from the date when either Party shall notify the other of its intention to terminate the same.

Done in duplicate in English and German texts at Washington this tenth day of July one thousand nine hundred.

JOHN HAY [SEAL]

*Secretary of State of the United States of America*

HOLLEBEN [SEAL]

*Ambassador Extraordinary and Plenipotentiary  
of His Imperial and Royal Majesty  
the German Emperor, King of Prussia*

## PROTECTION OF TRADEMARKS IN MOROCCO

*Exchange of notes at Tangier September 28 and October 8, 1901*

*Entered into force October 8, 1901*

*Obsolete*<sup>1</sup>

Treaty Series 473

*The German Chargé d'Affaires ad interim to the American Consul General*

[TRANSLATION]

No. 4

TANGIER, *September 28th 1901*

MR. CONSUL-GENERAL.

I have the honor to acknowledge the receipt of your letter of the 26th inst., in which you inform me that you have been empowered by your Government to enter into a reciprocal agreement on the basis of that existing between the United States and Great Britain, by which Trade-Marks registered in Germany and the United States will be protected against infringements by German and United States citizens in Morocco, by mutual protection of both Governments.

As I have already had the honor to point out in my letter of July 10th of this year addressed to the Consulate-General, the legal condition so far as Germany is concerned is already of such a nature, that American merchants are able to claim, without difficulty, the protection of German Consular Courts for Trade-Marks registered in Germany in their dealings with German subjects in Morocco. It will therefore be sufficient, in order to perfect a reciprocal agreement, that, in view of the powers granted to you by your Government, you should declare that the same protection should in future be extended in Morocco to Trade-Marks of German merchants, previously registered in the United States, by the U.S. Consular Courts in Morocco, against encroachments of American citizens.

If you could make such a declaration in the name of your Government, I should receive the same with Great pleasure, and I beg of you to receive the expression of my high consideration.

VON BRÜNING

MR. S. R. GUMMERE,

*Consul-General of the United States*

*Tangier.*

<sup>1</sup> See arts. 141-146 of Treaty of Versailles signed June 28, 1919 (*ante*, vol. 2, p. 111).

*The American Consul General to the German Chargé d'Affaires ad interim*

No. 5

TANGIER, *October 8th 1901*

DEAR SIR:

I have the honor to acknowledge the receipt of your letter of the 28th of September 1901, by which you inform me that the German law extends protection in Morocco to the foreign Trade-Marks duly registered in Germany.

Thanking you for this communication I hereby beg to assure you that the protection will be equally granted by the American Consular Authorities in Morocco to the German Trade-Marks which have been duly registered in the United States in conformity with the laws.

Accept, Sir, the assurance of my high consideration,

S. R. GUMMERE

Monsieur VON BRUNING,  
*Chargé d'Affaires of Germany.*

# PROTECTION OF TRADEMARKS IN CHINA

*Exchange of notes at Peking December 6, 1905; related note of  
January 22, 1906*

*Entered into force December 6, 1905*

*Obsolete*<sup>1</sup>

Treaty Series 481

*The American Minister to the German Minister*

DECEMBER 6, 1905

MR. MINISTER AND DEAR COLLEAGUE: The Government of the United States being desirous of reaching an understanding with the Government of Germany for the reciprocal protection against infringement in China by citizens and subjects of our respective nations of trade marks duly registered in the United States and Germany, I am authorized by the Secretary of State of the United States to inform you that effectual provision exists in American Consular Courts in China for the trial and punishment of all persons subject to the jurisdiction of the United States who may be charged with and found guilty of infringing in any way trade marks of persons subject to the jurisdiction of Germany which have been duly registered in the United States.

I beg that you will kindly inform me whether American citizens are entitled to the same legal remedies in the Consular Courts of Germany in China as regards the protection from infringement of their trade marks duly registered in Germany.

I have the honor to be, Mr. Minister and dear Colleague, Your obedient servant,

W. W. ROCKHILL

His Excellency, BARON VON MUMM,  
*etc., etc., etc.*

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<sup>1</sup> See arts. 128–134 of Treaty of Versailles signed June 28, 1919 (*ante*, vol. 2, p. 108).

*The German Minister to the American Minister*

[TRANSLATION]

IMPERIAL GERMAN LEGATION  
*Peking, December 6, 1905*

MR. MINISTER: I have the honor to acknowledge the receipt of your letter of this date informing me that you have been authorized by your Government to effect with me, by an exchange of notes, an agreement for the reciprocal protection against infringement in China by citizens and subjects of our respective nations of trade marks duly registered in Germany and the United States.

You furthermore inform me that effectual provision exists in American Consular Courts in China for the trial and punishment of all persons subject to the jurisdiction of the United States who may be charged with and found guilty of infringing in any way trade marks of persons subject to the jurisdiction of Germany which have been duly registered in the United States.

I have the honor to inform you in reply that I have been authorized by the Chancellor of the German Empire to enter into this reciprocal agreement, and to state that German Consular Courts in China are empowered under the German law for the protection of trade marks of May 12th, 1894, to prosecute and punish all persons subject to their jurisdiction for infringement of trade marks the property of persons coming under the jurisdiction of the United States when duly registered in Germany.

Furthermore, for the purpose of putting this arrangement into effect, I am authorized and ready to instruct the German Consular representatives in China in accordance therewith, subject to your taking similar action.

I avail myself of this opportunity to renew the assurances of my highest consideration.

A. v. MUMM

HON. W. W. ROCKHILL,  
*etc., etc., etc.*

*The American Minister to the German Minister*

PEKING, *January 22, 1906*

MR. MINISTER AND DEAR COLLEAGUE: In connection with the notes which I had the honor to exchange with Your Excellency on December 6, 1905, looking to the reciprocal protection from infringement by our respective nationals in China of trade marks belonging to them I duly transmitted copies of the same to my Government.

In reply the Secretary of State has called to my attention, as possibly misleading, the use made in my note to you of the word "punishment" by

our Consular Courts in China of American citizens who may have infringed in China trade marks the property of persons under the jurisdiction of Germany.

In view of the fact that there is no statute in the United States making the infringement, counterfeiting, etc. of a trade mark a criminal offense, and that effectual provision exists by a civil action for damages by the owner of a trade mark, my Government is of the opinion that the word "punishment" should be understood to refer to a civil action only, and not to a criminal procedure, as might be inferred from the use of the word in question without the present explanation added thereto.

I beg leave to call Your Excellency's attention to the above provision of our law, so that nothing in my note of December 6th, last, may be construed as conflicting therewith.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

W. W. ROCKHILL

To His Excellency BARON VON MUMM,  
*etc., etc., etc.*

## COMMERCE

*Agreement signed at Washington April 22, 1907, and at Levico, Italy,  
May 2, 1907; United States note dated April 22, 1907*

*Ratified by Germany May 22, 1907*

*Proclaimed by the President of the United States June 1, 1907*

*Entered into force July 1, 1907*

*Terminated February 7, 1910*<sup>1</sup>

Treaty Series 460

### AGREEMENT

The President of the United States of America, on the one hand, and His Majesty the German Emperor, King of Prussia, in the name of the German Empire, on the other, animated by a desire to adjust the commercial relations between the two countries until a comprehensive commercial treaty can be agreed upon, have decided to conclude a temporary Commercial Agreement, and have appointed as their Plenipotentiaries for that purpose, to wit:

The President of the United States of America, the Honorable Elihu Root, Secretary of State of the United States; and

His Majesty the German Emperor, King of Prussia, His Excellency Baron Speck von Sternburg, His Ambassador Extraordinary and Plenipotentiary to the United States of America,

Who, after an exchange of their respective full powers, found to be in due and proper form, have agreed upon the following Articles:

### ARTICLE I

In conformity with the authority conferred on the President of the United States in Section 3 of the Tariff Act of the United States approved July 24, 1897,<sup>2</sup> it is agreed on the part of the United States that the following products of the soil and industry of Germany imported into the United States shall, from and after the date when this Agreement shall be put in force, be subject to the reduced Tariff rates provided by said Section 3, as follows:

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<sup>1</sup> Pursuant to notice of termination given by the United States Aug. 7, 1909.

<sup>2</sup> 30 Stat. 203.

Argols, or crude tartar, or wine lees, crude, five per centum ad valorem.

Brandies, or other spirits manufactured or distilled from grain or other materials, one dollar and seventy-five cents per proof gallon.

Champagne and all other sparkling wines, in bottles containing not more than one quart and more than one pint, six dollars per dozen; containing not more than one pint each and more than one-half pint, three dollars per dozen; containing one-half pint each or less, one dollar and fifty cents per dozen; in bottles or other vessels containing more than one quart each, in addition to six dollars per dozen bottles on the quantities in excess of one quart, at the rate of one dollar and ninety cents per gallon.

Still wines, and vermouth, in casks, thirty-five cents per gallon; in bottles or jugs, per case of one dozen bottles or jugs containing each not more than one quart and more than one pint, or twenty-four bottles or jugs containing each not more than one pint, one dollar and twenty-five cents per case, and any excess beyond these quantities found in such bottles or jugs shall be subject to a duty of four cents per pint or fractional part thereof, but no separate or additional duty shall be assessed upon the bottles or jugs.

Paintings in oil or water colors, pastels, pen and ink drawings, and statuary, fifteen per centum ad valorem.

## ARTICLE II

It is further agreed on the part of the United States that the modifications of the Customs and Consular Regulations set forth in the annexed diplomatic note and made a part of the consideration of this Agreement, shall go into effect as soon as possible and not later than from the date when this Agreement shall be put in force.

## ARTICLE III

Reciprocally, the Imperial German Government concedes to the products of the soil and industry of the United States enumerated in the attached list<sup>3</sup> upon their importation into Germany the rates of duty indicated therein.

## ARTICLE IV

The provisions of Articles I and III shall apply not only to products imported directly from the country of one of the contracting parties into that of the other, but also to products which are imported into the respective countries through a third country, so long as such products have not been subject to any further processes of manufacture in that country.

## ARTICLE V

The present Agreement shall apply also to countries or territories which are now or may in the future constitute a part of the Customs territory of either contracting party.

<sup>3</sup> Not printed.

## ARTICLE VI

The present Agreement shall be ratified by His Majesty the German Emperor, King of Prussia, as soon as possible, and upon official notice thereof the President of the United States shall issue his proclamation giving full effect to the respective provisions of this Agreement.

This Agreement shall take effect on July 1, 1907, and remain in force until June 30, 1908. In case neither of the contracting parties shall have given notice six months before the expiration of the above term of its intention to terminate the said Agreement, it shall remain in force until six months from the date when either of the contracting parties shall notify the other of its intention to terminate the same.

Done in duplicate in English and German texts.

In testimony whereof, the Plenipotentiaries above mentioned have subscribed their names hereto at the places and on the dates expressed under their several signatures.

ELIHU ROOT

*Washington, April 22, 1907*

STERNBURG

*Levico, den 2<sup>ten</sup> Mai 1907*

## UNITED STATES NOTE

DEPARTMENT OF STATE  
WASHINGTON

APRIL 22, 1907

## EXCELLENCY:

Referring to the Commercial Agreement signed this day between the Imperial German Government and the Government of the United States, I have the honor to inform you that instructions to the customs and consular officers of the United States and others concerned will be issued to cover the following points and shall remain in force for the term of the aforesaid Agreement:

## A.

Market value as defined by section 19 of the Customs Administrative Act shall be construed to mean the export price whenever goods, wares, and merchandise are sold wholly for export, or sold in the home market only in limited quantities, by reason of which facts there can not be established a market value based upon the sale of such goods, wares, and merchandise in usual wholesale quantities, packed ready for shipment to the United States.

## B.

Statements provided for in section 8 of the Customs Administrative Act are not to be required by consular officers except upon the request of the appraiser of the port, after entry of the goods. The Consular Regulations of 1896, paragraph 674, shall be amended accordingly.

## C.

In reappraisal cases, the hearing shall be open and in the presence of the importer or his attorney, unless the Board of Appraisers shall certify to the Secretary of the Treasury that the public interest will suffer thereby; but in the latter case the importer shall be furnished with a summary of the facts developed at the closed hearing upon which the reappraisal is based.

## D.

The practice in regard to "personal appearance before consul," "original bills," "declaration of name of ship," shall be made uniform in the sense—

1. That the personal appearance before the consular officer shall be demanded only in exceptional cases, where special reasons require a personal explanation.

2. That the original bills are only to be requested in cases where invoices presented to the consular officer for authentication include goods of various kinds that have been purchased from different manufacturers at places more or less remote from the consulate and that these bills shall be returned after inspection by the consular officer.

3. That the declaration of the name of the ship in the invoice shall be dispensed with whenever the exporter at the time the invoice is presented for authentication is unable to name the ship.

Paragraph 678 of such regulations, as amended March 1, 1906, shall be further amended by striking out the words:

"Whenever the invoice is presented to be consulated in a country other than the one from which the merchandise is being directly exported to the United States."

And by inserting after the first sentence the following clause:

"As place, in which the merchandise was purchased, is to be considered the place where the contract was made, whenever this was done at the place where the exporter has his office."

Paragraph 681 of the Consular Regulations of 1896, relative to "swearing to the invoice" shall be revoked.

## E.

Special agents, confidential agents, and others sent by the Treasury Department to investigate questions bearing upon customs administration shall be accredited to the German Government through the Department of State at Washington and the Foreign Office at Berlin, and such agents shall cooperate with the several chambers of commerce located in the territory apportioned to such agents. It is hereby understood that the general principles as to *personae gratae* shall apply to these officials.

## F.

The certificates as to value issued by German chambers of commerce shall be accepted by appraisers as competent evidence and be considered by them in connection with such other evidence as may be adduced.

Accept, Excellency, the renewed assurance of my highest consideration.

ELIHU ROOT

His Excellency

Baron SPECK VON STERNBURG,  
*Imperial German Ambassador.*

## PATENTS

*Agreement signed at Washington February 23, 1909*  
*Senate advice and consent to ratification April 15, 1909*  
*Ratified by the President of the United States April 20, 1909*  
*Ratified by Germany June 15, 1909*  
*Ratifications exchanged at Washington July 14, 1909*  
*Proclaimed by the President of the United States August 1, 1909*  
*Entered into force August 1, 1909*  
*Revived (after World War I) May 8, 1922*<sup>1</sup>  
*Revived with Federal Republic of Germany (and applicable to Land Berlin), with an understanding, March 31 and April 16, 1953; operative October 21, 1954*<sup>2</sup>

36 Stat. 2178; Treaty Series 531

The President of the United States of America and His Majesty the German Emperor, King of Prussia, in the name of the German Empire, led by the wish to effect a full and more operative reciprocal protection of patents, designs, working patterns, and models in the two countries, have decided to conclude an agreement for that purpose and have appointed as their Plenipotentiaries:

The President of the United States of America, Mr. Robert Bacon, Secretary of State of the United States; and

His Majesty the German Emperor, King of Prussia, His Excellency Count von Bernstorff, His Ambassador Extraordinary and Plenipotentiary to the United States;

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<sup>1</sup> Pursuant to notification given by the United States (1922 For. Rel. (II) 266) in accordance with terms of art. 289 of Treaty of Versailles (*ante*, vol. 2, p. 173), the benefits of which were secured to the United States by the treaty restoring friendly relations dated Aug. 25, 1921 (TS 658, *post*, p. 145).

<sup>2</sup> *Department of State Bulletin*, Dec. 6, 1954, p. 881. The understanding is that "this action will not affect any rights in the Federal Republic of Germany to which United States nationals may otherwise be entitled, and will be without prejudice to the previous status of any provision of the Agreement which may have remained operative or may have again become operative since the outbreak of hostilities between Germany and the United States of America."

Who, after having communicated each to the other their respective full powers, found to be in good and due form, have agreed to the following articles:

#### ARTICLE I

The provisions of the laws applicable, now existing or hereafter to be enacted of either of the Contracting Parties, under which the nonworking of the patent, working pattern (Gebrauchsmuster), design or model, carries the invalidation or some other restriction of the right, shall only be applied to the patents, working patterns (Gebrauchsmuster), designs or models enjoyed by the citizens of the other Contracting Party within the limits of the restrictions imposed by the said Party upon its own citizens. The working of a patent, working pattern (Gebrauchsmuster), design or model in the territory of one of the Contracting Parties shall be considered as equivalent to its working in the territory of the other Party.

#### ARTICLE II

This Agreement shall take effect from the date of its promulgation and remain in force until the expiration of 12 months following the notice of termination given by one of the Contracting Parties.

#### ARTICLE III

The present Agreement shall be ratified and the ratifications shall be exchanged at Washington as soon as possible.

In witness whereof the respective Plenipotentiaries have executed the present Agreement and affixed their seals thereunto.

Done in duplicate in the English and German languages at Washington this 23rd day of February, 1909.

ROBERT BACON [SEAL]

J. BERNSTORFF [SEAL]

## ESTABLISHMENT OF FRIENDLY RELATIONS

*Treaty signed at Berlin August 25, 1921*<sup>1</sup>

*Senate advice and consent to ratification October 18, 1921*

*Ratified by the President of the United States October 21, 1921*

*Ratified by Germany November 2, 1921*

*Ratifications exchanged at Berlin November 11, 1921*

*Entered into force November 11, 1921*

*Proclaimed by the President of the United States November 14, 1921*

42 Stat. 1939; Treaty Series 658

### The United States of America and Germany:

Considering that the United States, acting in conjunction with its co-belligerents, entered into an Armistice with Germany on November 11, 1918,<sup>2</sup> in order that a Treaty of Peace might be concluded;

Considering that the Treaty of Versailles was signed on June 28, 1919, and came into force according to the terms of its Article 440, but has not been ratified by the United States;

Considering that the Congress of the United States passed a Joint Resolution, approved by the President July 2, 1921,<sup>3</sup> which reads in part as follows:

*“Resolved by the Senate and House of Representatives of the United States of America in Congress assembled,*

*“That the state of war declared to exist between the Imperial German Government and the United States of America by the joint resolution of Congress approved April 6, 1917,<sup>4</sup> is hereby declared at an end.*

*“Sec. 2. That in making this declaration, and as a part of it, there are expressly reserved to the United States of America and its nationals any and all rights, privileges, indemnities, reparations, or advantages, together with the right to enforce the same, to which it or they have become entitled under the terms of the armistice signed November 11, 1918, or any extensions or modifications thereof; or which were acquired by or are in the possession*

<sup>1</sup> For portions of Treaty of Versailles cited in art. II, see *ante*, vol. 2, pp. 107–234.

<sup>2</sup> *Ante*, vol. 2, p. 9.

<sup>3</sup> 42 Stat. 105.

<sup>4</sup> 40 Stat. 1.

of the United States of America by reason of its participation in the war or to which its nationals have thereby become rightfully entitled; or which, under the treaty of Versailles, have been stipulated for its or their benefit; or to which it is entitled as one of the principal allied and associated powers; or to which it is entitled by virtue of any Act or Acts of Congress; or otherwise.

“Sec. 5. All property of the Imperial German Government, or its successor or successors, and of all German nationals, which was, on April 6, 1917, in or has since that date come into the possession or under control of, or has been the subject of a demand by the United States of America or of any of its officers, agents, or employees, from any source or by any agency whatsoever, and all property of the Imperial and Royal Austro-Hungarian Government, or its successor or successors, and of all Austro-Hungarian nationals which was on December 7, 1917, in or has since that date come into the possession or under control of, or has been the subject of a demand by the United States of America or any of its officers, agents, or employees, from any source or by any agency whatsoever, shall be retained by the United States of America and no disposition thereof made, except as shall have been heretofore or specifically hereafter shall be provided by law until such time as the Imperial German Government and the Imperial and Royal Austro-Hungarian Government, or their successor or successors, shall have respectively made suitable provision for the satisfaction of all claims against said Governments respectively, of all persons, wheresoever domiciled, who owe permanent allegiance to the United States of America and who have suffered, through the acts of the Imperial German Government, or its agents, or the Imperial and Royal Austro-Hungarian Government, or its agents, since July 31, 1914, loss, damage, or injury to their persons or property, directly or indirectly, whether through the ownership of shares of stock in German, Austro-Hungarian, American, or other corporations, or in consequence of hostilities or of any operations of war, or otherwise, and also shall have granted to persons owing permanent allegiance to the United States of America most-favored-nation treatment, whether the same be national or otherwise, in all matters affecting residence, business, profession, trade, navigation, commerce and industrial property rights, and until the Imperial German Government and the Imperial and Royal Austro-Hungarian Government, or their successor or successors, shall have respectively confirmed to the United States of America all fines, forfeitures, penalties, and seizures imposed or made by the United States of America during the war, whether in respect to the property of the Imperial German Government or German nationals or the Imperial and Royal Austro-Hungarian Government or Austro-Hungarian nationals, and shall have waived any and all pecuniary claims against the United States of America.”

Being desirous of restoring the friendly relations existing between the two Nations prior to the outbreak of war:

Have for that purpose appointed their plenipotentiaries:

The President of the United States of America

ELLIS LORING DRESEL, Commissioner of the United States of America to Germany,

and

The President of the German Empire

Dr. FRIEDRICH ROSEN, Minister for Foreign Affairs,

Who, having communicated their full powers, found to be in good and due form, have agreed as follows:

#### ARTICLE I

Germany undertakes to accord to the United States, and the United States shall have and enjoy, all the rights, privileges, indemnities, reparations or advantages specified in the aforesaid Joint Resolution of the Congress of the United States of July 2, 1921, including all the rights and advantages stipulated for the benefit of the United States in the Treaty of Versailles which the United States shall fully enjoy notwithstanding the fact that such Treaty has not been ratified by the United States.

#### ARTICLE II

With a view to defining more particularly the obligations of Germany under the foregoing Article with respect to certain provisions in the Treaty of Versailles, it is understood and agreed between the High Contracting Parties:

(1) That the rights and advantages stipulated in that Treaty for the benefit of the United States, which it is intended the United States shall have and enjoy, are those defined in Section 1, of Part IV, and Parts V, VI, VIII, IX, X, XI, XII, XIV, and XV.<sup>5</sup>

The United States in availing itself of the rights and advantages stipulated in the provisions of that Treaty mentioned in this paragraph will do so in a manner consistent with the rights accorded to Germany under such provisions.

(2) That the United States shall not be bound by the provisions of Part I of that Treaty, nor by any provisions of that Treaty including those mentioned in Paragraph (1) of this Article, which relate to the Covenant of the League of Nations, nor shall the United States be bound by any action taken by the League of Nations, or by the Council or by the Assembly thereof, unless the United States shall expressly give its assent to such action.

<sup>5</sup> For text, see *ante*, vol. 2, pp. 107-234.

(3) That the United States assumes no obligations under or with respect to the provisions of Part II, Part III, Sections 2 to 8 inclusive of Part IV, and Part XIII of that Treaty.

(4) That, while the United States is privileged to participate in the Reparation Commission, according to the terms of Part VIII of that Treaty, and in any other Commission established under the Treaty or under any agreement supplemental thereto, the United States is not bound to participate in any such commission unless it shall elect to do so.

(5) That the periods of time to which reference is made in Article 440 of the Treaty of Versailles shall run, with respect to any act or election on the part of the United States, from the date of the coming into force of the present Treaty.

### ARTICLE III

The present Treaty shall be ratified in accordance with the constitutional forms of the High Contracting Parties and shall take effect immediately on the exchange of ratifications which shall take place as soon as possible at Berlin.

In witness whereof, the respective plenipotentiaries have signed this Treaty and have hereunto affixed their seals.

Done in duplicate in Berlin this twenty-fifth day of August 1921.

ELLIS LORING DRESEL      [SEAL]  
ROSEN                              [SEAL]

## MIXED CLAIMS COMMISSION

*Agreement and exchange of notes signed at Berlin August 10, 1922*

*Entered into force August 10, 1922*

*Extended by agreement of December 31, 1928*<sup>1</sup>

42 Stat. 2200; Treaty Series 665

### AGREEMENT

The United States of America and Germany,

being desirous of determining the amount to be paid by Germany in satisfaction of Germany's financial obligations under the Treaty concluded by the two Governments on August 25, 1921,<sup>2</sup> which secures to the United States and its nationals rights specified under a resolution of the Congress of the United States of July 2, 1921,<sup>3</sup> including rights under the Treaty of Versailles,<sup>4</sup> have resolved to submit the questions for decision to a mixed commission and have appointed as their plenipotentiaries for the purpose of concluding the following agreement:

THE PRESIDENT OF THE UNITED STATES OF AMERICA

ALANSON B. HOUGHTON, Ambassador Extraordinary and Plenipotentiary of the United States of America to Germany,

and

THE PRESIDENT OF THE GERMAN EMPIRE

Dr. WIRTH, Chancellor of the German Empire,

Who, having communicated their full powers, found to be in good and due form, have agreed as follows:

### ARTICLE I

The commission shall pass upon the following categories of claims which are more particularly defined in the Treaty of August 25, 1921, and in the Treaty of Versailles:

<sup>1</sup> TS 766, *post*, p. 197. For provisions concerning settlement of the obligations of the Federal Republic of Germany regarding the remaining indebtedness of Germany for awards by the Mixed Claims Commission, see agreement of Feb. 27, 1953 (4 UST 908; TIAS 2796).

<sup>2</sup> TS 658, *ante*, p. 145.

<sup>3</sup> 42 Stat. 105.

<sup>4</sup> *Ante*, vol. 2, p. 43.

(1) Claims of American citizens, arising since July 31, 1914, in respect of damage to, or seizure of, their property, rights and interests, including any company or association in which they are interested, within German territory as it existed on August 1, 1914;

(2) Other claims for loss or damage to which the United States or its nationals have been subjected with respect to injuries to persons, or to property, rights and interests, including any company or association in which American nationals are interested, since July 31, 1914, as a consequence of the war;

(3) Debts owing to American citizens by the German Government or by German nationals.

## ARTICLE II

The Government of the United States and the Government of Germany shall each appoint one commissioner. The two Governments shall by agreement select an umpire to decide upon any cases concerning which the commissioners may disagree, or upon any points of difference that may arise in the course of their proceedings. Should the umpire or any of the commissioners die or retire, or be unable for any reason to discharge his functions, the same procedure shall be followed for filling the vacancy as was followed in appointing him.

## ARTICLE III

The commissioners shall meet at Washington within two months after the coming into force of the present agreement. They may fix the time and place of their subsequent meetings according to convenience.

## ARTICLE IV

The commissioners shall keep an accurate record of the questions and cases submitted and correct minutes of their proceedings. To this end each of the Governments may appoint a secretary, and these secretaries shall act together as joint secretaries of the commission and shall be subject to its direction.

The commission may also appoint and employ any other necessary officer or officers to assist in the performance of its duties. The compensation to be paid to any such officer or officers shall be subject to the approval of the two Governments.

## ARTICLE V

Each Government shall pay its own expenses, including compensation of its own commissioner, agent or counsel. All other expenses which by their nature are a charge on both Governments, including the honorarium of the umpire, shall be borne by the two Governments in equal moieties.

## ARTICLE VI

The two Governments may designate agents and counsel who may present oral or written arguments to the commission.

The commission shall receive and consider all written statements or documents which may be presented to it by or on behalf of the respective Governments in support of or in answer to any claim.

The decisions of the commission and those of the umpire (in case there may be any) shall be accepted as final and binding upon the two Governments.

## ARTICLE VII

The present agreement shall come into force on the date of its signature.

IN FAITH WHEREOF, the above named plenipotentiaries have signed the present agreement and have hereunto affixed their seals.

Done in duplicate at Berlin this tenth day of August 1922.

ALANSON B. HOUGHTON [SEAL]

WIRTH [SEAL]

## EXCHANGE OF NOTES

*The German Chancellor to the American Ambassador*

[TRANSLATION]

FOREIGN OFFICE  
No. III A 2451

BERLIN, *August 10, 1922*

MR. AMBASSADOR,

In reply to your kind note of June 23, 1922, I have the honor to state to your Excellency as follows:

The German Government is in agreement with the draft of an agreement communicated to it in the note mentioned, now that some changes in the text have been agreed upon with your Excellency. I have the honor to transmit herewith the draft modified accordingly.

From the numerous conferences which have taken place with your Excellency, the German Government believes itself justified in assuming that it is not the intention of the American Government to insist in the proceedings of the Commission upon all the claims contemplated in the Versailles Treaty without exception, that it in particular does not intend to raise claims such as those included in Paragraphs 5 to 7 of Annex 1 of Article 244 of the Versailles Treaty (claims for reimbursement of military pensions paid by the American Government, and of allowances paid to American prisoners of war or their families and to the families of persons mobilised) or indeed claims going beyond the Treaty of August 25, 1921.

The German Government would be grateful if your Excellency would confirm the correctness of this assumption.

In the view of the German Government it would furthermore be in the interest of both Governments concerned that the work of the Commission be carried out as quickly as possible. In order to insure this it might be expedient to fix a period for the reporting of the claims to be considered by the Commission. The German Government, therefore, proposes that the Commission should consider only such claims as are brought before it within at least six months after its first meeting as provided in Article III of the above-named agreement.

I should be obliged to Your Excellency for a statement as to whether the American Government is in agreement herewith.

At the same time I take advantage of this occasion to renew to you, Mr. Ambassador, the assurance of my most distinguished consideration.

WIRTH

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*The American Ambassador to the German Chancellor*

AMERICAN EMBASSY

*Berlin, August 10, 1922*

No. 128

MR. CHANCELLOR:

I have the honor to acknowledge the receipt of your note of today's date transmitting the draft of the agreement enclosed to you in my note of June 23, as modified as a result of the negotiations that have been carried on between us.

In accordance with the instructions that I have received from my Government, I am authorized by the President to state that he has no intention of pressing against Germany or of presenting to the Commission established under the claims agreement any claims not covered by the Treaty of August 25, 1921, or any claims falling within Paragraphs 5 to 7, inclusive, of the annex following Article 244 of the Treaty of Versailles.

With regard to your suggestion that the Commission shall only consider such claims as are presented to it within six months after its first meeting, as provided for in Article III, I have the honor to inform you that I am now in receipt of instructions from my Government to the effect that it agrees that notices of all claims to be presented to the Commission must be filed within the period of six months as above stated.

I avail myself once more of the opportunity to renew to you, Mr. Chancellor, the assurances of my most distinguished consideration.

A. B. HOUGHTON

Dr. WIRTH

*Chancellor of the German Empire  
Berlin*

## FRIENDSHIP, COMMERCE, AND CONSULAR RIGHTS

*Treaty signed at Washington December 8, 1923; exchange of notes at Washington March 19 and May 21, 1925*

*Senate advice and consent to ratification, with reservations and understandings, February 10, 1925*<sup>1</sup>

*Ratified by Germany August 20, 1925*

*Ratified by the President of the United States, with reservations and understandings, October 6, 1925*<sup>1</sup>

*Ratifications exchanged at Washington October 14, 1925*

*Entered into force October 14, 1925*

*Proclaimed by the President of the United States October 14, 1925*

*Second, third, fourth, sixth, and seventh paragraphs of article VII terminated October 14, 1935, by agreement of June 3, 1935*<sup>2</sup>

*Articles I-V, VII-XVI, and XXIX-XXXII amended and applied October 22, 1954, by agreement of June 3, 1953;*<sup>3</sup> *replaced and terminated July 14, 1956, by treaty of October 29, 1954*<sup>4</sup>

*Article VI terminated June 2, 1954*<sup>5</sup>

44 Stat. 2132; Treaty Series 725

### TREATY

The United States of America and Germany, desirous of strengthening the bond of peace which happily prevails between them, by arrangements designed to promote friendly intercourse between their respective territories through provisions responsive to the spiritual, cultural, economic and commercial aspirations of the peoples thereof, have resolved to conclude a Treaty of Friendship, Commerce and Consular Rights and for that purpose have appointed as their plenipotentiaries:

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<sup>1</sup> For text of U.S. reservations and understandings, see exchange of notes, p. 168. The text printed here is the amended text as proclaimed by the President.

<sup>2</sup> TS 897, *post*, p. 242.

<sup>3</sup> 5 UST 1939; TIAS 3062.

<sup>4</sup> 7 UST 1839; TIAS 3593.

<sup>5</sup> Pursuant to exchange of notes at Washington June 2, 1953 (5 UST 827; TIAS 2972).

The President of the United States of America,  
Mr. Charles Evans Hughes, Secretary of State of the United States of America, and

The President of the German Empire,  
Dr. Otto Wiedfeldt, German Ambassador to the United States of America,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following articles:

#### ARTICLE I

The nationals of each of the High Contracting Parties shall be permitted to enter, travel and reside in the territories of the other; to exercise liberty of conscience and freedom of worship; to engage in professional, scientific, religious, philanthropic, manufacturing and commercial work of every kind without interference; to carry on every form of commercial activity which is not forbidden by the local law; to own, erect or lease and occupy appropriate buildings and to lease lands for residential, scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes; to employ agents of their choice, and generally to do anything incidental to or necessary for the enjoyment of any of the foregoing privileges upon the same terms as nationals of the state of residence or as nationals of the nation hereafter to be most favored by it, submitting themselves to all local laws and regulations duly established.

The nationals of either High Contracting Party within the territories of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by its nationals.

The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defense of their rights, and in all degrees of jurisdiction established by law.

The nationals of each High Contracting Party shall receive within the territories of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property, and shall enjoy in this respect that degree of protection that is required by international law. Their property shall not be taken without due process of law and without payment of just compensation.

Nothing herein contained shall be construed to affect existing statutes of either country in relation to the immigration of aliens or the right of either country to enact such statutes.<sup>6</sup>

#### ARTICLE II

With respect to that form of protection granted by National, State or Provincial laws establishing civil liability for injuries or for death, and giving

<sup>6</sup> See Senate resolution, p. 169.

to relatives or heirs or dependents of an injured party a right of action or a pecuniary benefit, such relatives or heirs or dependents of the injured party, himself a national of either of the High Contracting Parties and within any of the territories of the other, shall regardless of their alienage or residence outside of the territory where the injury occurred, enjoy the same rights and privileges as are or may be granted to nationals, and under like conditions.

### ARTICLE III

The dwellings, warehouses, manufactories, shops and other places of business, and all premises thereto appertaining of the nationals of each of the High Contracting Parties in the territories of the other used for any purposes set forth in Article I, shall be respected. It shall not be allowable to make a domiciliary visit to, or search of any such buildings and premises, or there to examine and inspect books, papers or accounts, except under the conditions and in conformity with the forms prescribed by the laws, ordinances and regulations for nationals.

### ARTICLE IV

Where, on the death of any person holding real or other immovable property or interests therein within the territories of one High Contracting Party, such property or interests therein would, by the laws of the country or by a testamentary disposition, descend or pass to a national of the other High Contracting Party, whether resident or non-resident, were he not disqualified by the laws of the country where such property or interests therein is or are situated, such national shall be allowed a term of three years in which to sell the same, this term to be reasonably prolonged if circumstances render it necessary, and withdraw the proceeds thereof, without restraint or interference, and exempt from any succession, probate or administrative duties or charges other than those which may be imposed in like cases upon the nationals of the country from which such proceeds may be drawn.

Nationals of either High Contracting Party may have full power to dispose of their personal property of every kind within the territories of the other, by testament, donation, or otherwise, and their heirs, legatees and donees, of whatsoever nationality, whether resident or non-resident, shall succeed to such personal property and may take possession thereof, either by themselves or by others acting for them, and retain or dispose of the same at their pleasure subject to the payment of such duties or charges only as the nationals of the High Contracting Party within whose territories such property may be or belong shall be liable to pay in like cases.

### ARTICLE V

The nationals of each of the High Contracting Parties in the exercise of the right of freedom of worship, within the territories of the other, as herein-

above provided, may, without annoyance or molestation of any kind by reason of their religious belief or otherwise, conduct services either within their own houses or within any appropriate buildings which they may be at liberty to erect and maintain in convenient situations, provided their teachings or practices are not contrary to public morals; and they may also be permitted to bury their dead according to their religious customs in suitable and convenient places established and maintained for the purpose, subject to the reasonable mortuary and sanitary laws and regulations of the place of burial.

#### ARTICLE VI

In the event of war between either High Contracting Party and a third State, such Party may draft for compulsory military service nationals of the other having a permanent residence within its territories and who have formally, according to its laws, declared an intention to adopt its nationality by naturalization, unless such individuals depart from the territories of said belligerent Party within sixty days after a declaration of war.

#### ARTICLE VII <sup>7</sup>

Between the territories of the High Contracting Parties there shall be freedom of commerce and navigation. The nationals of each of the High Contracting Parties equally with those of the most favored nation, shall have liberty freely to come with their vessels and cargoes to all places, ports and waters of every kind within the territorial limits of the other which are or may be open to foreign commerce and navigation. Nothing in this treaty shall be construed to restrict the right of either High Contracting Party to impose, on such terms as it may see fit, prohibitions or restrictions of a sanitary character designed to protect human, animal or plant life, or regulations for the enforcement of police or revenue laws.

Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or conditions and no prohibition on the importation of any article, the growth, produce or manufacture, of the territories of the other than are or shall be imposed on the importation of any like article, the growth, produce or manufacture of any other foreign country.

Each of the High Contracting Parties also binds itself unconditionally to impose no higher or other charges or other restrictions or prohibitions on goods exported to the territories of the other High Contracting Party than are imposed on goods exported to any other foreign country.

Any advantage of whatsoever kind which either High Contracting Party may extend to any article, the growth, produce, or manufacture of any other foreign country shall simultaneously and unconditionally, without request

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<sup>7</sup> Second, third, fourth, sixth, and seventh paragraphs of art. VII terminated Oct. 14, 1935, by agreement of June 3, 1935 (TS 897, *post*, p. 242).

and without compensation, be extended to the like article the growth, produce or manufacture of the other High Contracting Party.

All the articles which are or may be legally imported from foreign countries into ports of the United States, in United States vessels, may likewise be imported into those ports in German vessels, without being liable to any other or higher duties or charges whatsoever than if such articles were imported in United States vessels; and, reciprocally, all articles which are or may be legally imported from foreign countries into the ports of Germany, in German vessels, may likewise be imported into these ports in United States vessels without being liable to any other or higher duties or charges whatsoever than if such were imported from foreign countries in German vessels.<sup>8</sup>

With respect to the amount and collection of duties on imports and exports of every kind, each of the two High Contracting Parties binds itself to give to the nationals, vessels and goods of the other the advantage of every favor, privilege or immunity which it shall have accorded to the nationals, vessels and goods of a third State, and regardless of whether such favored State shall have been accorded such treatment gratuitously or in return for reciprocal compensatory treatment. Every such favor, privilege or immunity which shall hereafter be granted the nationals, vessels or goods of a third State shall simultaneously and unconditionally, without request and without compensation, be extended to the other High Contracting Party, for the benefit of itself, its nationals and vessels.

The stipulations of this Article shall apply to the importation of goods into and the exportation of goods from all areas within the German customs lines, but shall not extend to the treatment which either Contracting Party shall accord to purely border traffic within a zone not exceeding ten miles (15 kilometers) wide on either side of its customs frontier, or to the treatment which is accorded by the United States to the commerce of Cuba under the provisions of the Commercial Convention concluded by the United States and Cuba on December 11, 1902,<sup>9</sup> or any other commercial convention which hereafter may be concluded by the United States with Cuba, or to the commerce of the United States with any of its dependencies and the Panama Canal Zone under existing or future laws.

#### ARTICLE VIII

The nationals and merchandise of each High Contracting Party within the territories of the other shall receive the same treatment as nationals and merchandise of the country with regard to internal taxes, transit duties, charges in respect to warehousing and other facilities and the amount of drawbacks and bounties.

<sup>8</sup> See Senate resolution, p. 169.

<sup>9</sup> TS 427, *ante*, vol. 6, p. 1106, CUBA.

ARTICLE IX<sup>10</sup>

No duties of tonnage, harbor, pilotage, lighthouse, quarantine, or other similar or corresponding duties or charges of whatever denomination, levied in the name or for the profit of the Government, public functionaries, private individuals, corporations or establishments of any kind shall be imposed in the ports of the territories of either country upon the vessels of the other, which shall not equally, under the same conditions, be imposed on national vessels. Such equality of treatment shall apply reciprocally to the vessels of the two countries respectively from whatever place they may arrive and whatever may be their place of destination.

## ARTICLE X

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties, and carrying the papers required by its national laws in proof of nationality shall, both within the territorial waters of the other High Contracting Party and on the high seas, be deemed to be the vessels of the Party whose flag is flown.

ARTICLE XI<sup>10</sup>

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties shall be permitted to discharge portions of cargoes at any port open to foreign commerce in the territories of the other High Contracting Party, and to proceed with the remaining portions of such cargoes to any other ports of the same territories open to foreign commerce, without paying other or higher tonnage dues or port charges in such cases than would be paid by national vessels in like circumstances, and they shall be permitted to load in like manner at different ports in the same voyage outward, provided, however, that the coasting trade of the United States is exempt from the provisions of this Article and from the other provisions of this Treaty, and is to be regulated according to the laws of the United States in relation thereto. It is agreed, however, that the nationals of either High Contracting Party shall within the territories of the other enjoy with respect to the coasting trade the most favored nation treatment.

## ARTICLE XII

Limited liability and other corporations and associations, whether or not for pecuniary profit, which have been or may hereafter be organized in accordance with and under the laws, National, State or Provincial, of either High Contracting Party and maintain a central office within the territories thereof, shall have their juridical status recognized by the other High Contracting Party provided that they pursue no aims within its territories con-

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<sup>10</sup> See Senate resolution, p. 169.

trary to its laws. They shall enjoy free access to the courts of law and equity, on conforming to the laws regulating the matter, as well for the prosecution as for the defense of rights in all the degrees of jurisdiction established by law.

The right of such corporations and associations of either High Contracting Party so recognized by the other to establish themselves within its territories, establish branch offices and fulfill their functions therein shall depend upon, and be governed solely by, the consent of such Party as expressed in its National, State, or Provincial laws.

#### ARTICLE XIII

The nationals of either High Contracting Party shall enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the organization of and participation in limited liability and other corporations and associations, for pecuniary profit or otherwise, including the rights of promotion, incorporation, purchase and ownership and sale of shares and the holding of executive or official positions therein. In the exercise of the foregoing rights and with respect to the regulation or procedure concerning the organization or conduct of such corporations or associations, such national shall be subjected to no conditions less favorable than those which have been or may hereafter be imposed upon the nationals of the most favored nation. The rights of any of such corporations or associations as may be organized or controlled or participated in by the nationals of either High Contracting Party within the territories of the other to exercise any of their functions therein, shall be governed by the laws and regulations, national, state or provincial, which are in force or may hereafter be established within the territories of the Party wherein they propose to engage in business. The foregoing stipulations do not apply to the organization of and participation in political associations.

The nationals of either High Contracting Party shall, moreover, enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain of the other.

#### ARTICLE XIV

(a) Manufacturers, merchants, and traders domiciled within the jurisdiction of one of the High Contracting Parties may operate as commercial travelers either personally or by means of agents or employees within the jurisdiction of the other High Contracting Party on obtaining from the latter,

upon payment of a single fee, a license which shall be valid throughout its entire territorial jurisdiction.

In case either of the High Contracting Parties shall be engaged in war, it reserves to itself the right to prevent from operating within its jurisdiction under the provisions of this article, or otherwise, enemy nationals or other aliens whose presence it may consider prejudicial to public order and national safety.

(b) In order to secure the license above mentioned the applicant must obtain from the country of domicile of the manufacturers, merchants, and traders represented a certificate attesting his character as a commercial traveler. This certificate, which shall be issued by the authority to be designated in each country for the purpose, shall be viséed by the consul of the country in which the applicant proposes to operate, and the authorities of the latter shall, upon the presentation of such certificate, issue to the applicant the national license as provided in Section (a).

(c) A commercial traveler may sell his samples without obtaining a special license as an importer.

(d) Samples without commercial value shall be admitted to entry free of duty.

Samples marked, stamped or defaced in such manner that they cannot be put to other uses shall be considered as objects without commercial value.

(e) Samples having commercial value shall be provisionally admitted upon giving bond for the payment of lawful duties if they shall not have been withdrawn from the country within a period of six (6) months.

Duties shall be paid on such portion of the samples as shall not have been so withdrawn.

(f) All customs formalities shall be simplified as much as possible with a view to avoid delay in the despatch of samples.

(g) Peddlers and other salesmen who vend directly to the consumer, even though they have not an established place of business in the country in which they operate, shall not be considered as commercial travelers, but shall be subject to the license fees levied on business of the kind which they carry on.

(h) No license shall be required of:

(1) Persons traveling only to study trade and its needs, even though they initiate commercial relations, provided they do not make sales of merchandise.

(2) Persons operating through local agencies which pay the license fee or other imposts to which their business is subject.

(3) Travelers who are exclusively buyers.

(i) Any concessions affecting any of the provisions of the present Article that may hereafter be granted by either High Contracting Party, either by law or by treaty or convention, shall immediately be extended to the other Party.

## ARTICLE XV

(a) Regulations governing the renewal and transfer of licenses issued under the provisions of Article XIV, and the imposition of fines and other penalties for any misuse of licenses may be made by either of the High Contracting Parties whenever advisable within the terms of Article XIV and without prejudice to the rights defined therein.

If such regulations permit the renewal of licenses, the fee for renewal will not be greater than that charged for the original license.

If such regulations permit the transfer of licenses, upon satisfactory proof that transferee or assignee is in every sense the true successor of the original licensee, and that he can furnish a certificate of identification similar to that furnished by the original licensee, he will be allowed to operate as a commercial traveler pending the arrival of the new certificate of identification, but the cancellation of the bond for the samples shall not be effected before the arrival of the said certificate.

(b) It is the citizenship of the firm that the commercial traveler represents, and not his own, that governs the issuance to him of a certificate of identification.

The High Contracting Parties agree to empower the local customs officials or other competent authorities to issue the said licenses upon surrender of the certificate of identification and authenticated list of samples, acting as deputies of the central office constituted for the issuance and regulation of licenses. The said officials shall immediately transmit the appropriate documentation to the central office, to which the licensee shall thereafter give due notice of his intention to ask for the renewal or transfer of his license, if these acts be allowable, or cancellation of his bond, upon his departure from the country. Due notice in this connection will be regarded as the time required for the exchange of correspondence in the normal mail schedules, plus five business days for purposes of official verification and registration.

(c) It is understood that the traveler will not engage in the sale of other articles than those embraced by his lines of business; he may sell his samples, thus incurring an obligation to pay the customs duties thereupon, but he may not sell other articles brought with him or sent to him, which are not reasonably and clearly representative of the kind of business he purports to represent.

(d) Advertising matter brought by commercial travelers in appropriate quantities shall be treated as samples without commercial value. Objects having a depreciative commercial value because of adaptation for purposes of advertisement, and intended for gratuitous distribution, shall, when introduced in reasonable quantities, also be treated as samples without commercial value. It is understood, however, that this prescription shall be subject to the customs laws of the respective countries. Samples accompanying the

commercial traveler will be despatched as a portion of his personal baggage; and those arriving after him will be given precedence over ordinary freight.

(e) If the original license was issued for a period longer than six months, or if the license be renewed, the bond for the samples will be correspondingly extended. It is understood, however, that this prescription shall be subject to the customs laws of the respective countries.

#### ARTICLE XVI

There shall be complete freedom of transit through the territories including territorial waters of each High Contracting Party on the routes most convenient for international transit, by rail, navigable waterway, and canal, other than the Panama Canal and waterways and canals which constitute international boundaries of the United States, to persons and goods coming from or going through the territories of the other High Contracting Party, except such persons as may be forbidden admission into its territories or goods of which the importation may be prohibited by law. Persons and goods in transit shall not be subjected to any transit duty, or to any unnecessary delays or restrictions, and shall be given national treatment as regards charges, facilities, and all other matters.

Goods in transit must be entered at the proper customhouse, but they shall be exempt from all customs or other similar duties.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic.

#### ARTICLE XVII

Each of the High Contracting Parties agrees to receive from the other, consular officers in those of its ports, places and cities, where it may be convenient and which are open to consular representatives of any foreign country.

Consular officers of each of the High Contracting Parties shall, after entering upon their duties, enjoy reciprocally in the territories of the other all the rights, privileges, exemptions and immunities which are enjoyed by officers of the same grade of the most favored nation. As official agents, such officers shall be entitled to the high consideration of all officials, national or local, with whom they have official intercourse in the state which receives them.

The Government of each of the High Contracting Parties shall furnish free of charge the necessary exequatur of such consular officers of the other as present a regular commission signed by the chief executive of the appointing state and under its great seal; and it shall issue to a subordinate or substitute consular officer duly appointed by an accepted superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of

the respective countries shall be requisite for the exercise by the appointee of the consular function. On the exhibition of an exequatur, or other document issued in lieu thereof to such subordinate, such consular officer shall be permitted to enter upon his duties and to enjoy the rights, privileges and immunities granted by this treaty.

#### ARTICLE XVIII

Consular officers, nationals of the state by which they are appointed, shall be exempt from arrest except when charged with the commission of offenses locally designated as crimes other than misdemeanors and subjecting the individual guilty thereof to punishment. Such officers shall be exempt from military billetings, and from service of any military or naval, administrative or police character whatsoever.

In criminal cases the attendance at the trial by a consular officer as a witness may be demanded by the prosecution or defense. The demand shall be made with all possible regard for the consular dignity and the duties of the office; and there shall be compliance on the part of the consular officer.

Consular officers shall be subject to the jurisdiction of the courts in the state which receives them in civil cases, subject to the proviso, however, that when the officer is a national of the state which appoints him and is engaged in no private occupation for gain, his testimony shall be taken orally or in writing at his residence or office and with due regard for his convenience. The officer should, however, voluntarily give his testimony at the trial whenever it is possible to do so without serious interference with his official duties.

#### ARTICLE XIX

Consular officers, including employees in a consulate, nationals of the State by which they are appointed other than those engaged in private occupations for gain within the State where they exercise their functions shall be exempt from all taxes, National, State, Provincial and Municipal, levied upon their persons or upon their property, except taxes levied on account of the possession or ownership of immovable property situated in, or income derived from property of any kind situated or belonging within the territories of the State within which they exercise their functions. All consular officers and employees, nationals of the State appointing them shall be exempt from the payment of taxes on the salary, fees or wages received by them in compensation for their consular services.

Lands and buildings situated in the territories of either High Contracting Party, of which the other High Contracting Party is the legal or equitable owner and which are used exclusively for governmental purposes by that owner, shall be exempt from taxation of every kind, National, State, Provincial and Municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

## ARTICLE XX

Consular officers may place over the outer door of their respective offices the arms of their State with an appropriate inscription designating the official office. Such officers may also hoist the flag of their country on their offices including those situated in the capitals of the two countries. They may likewise hoist such flag over any boat or vessel employed in the exercise of the consular function.

The consular offices and archives shall at all times be inviolable. They shall under no circumstances be subjected to invasion by any authorities of any character within the country where such offices are located. Nor shall the authorities under any pretext make any examination or seizure of papers or other property deposited within a consular office. Consular offices shall not be used as places of asylum. No consular officer shall be required to produce official archives in court or testify as to their contents.

Upon the death, incapacity, or absence of a consular officer having no subordinate consular officer at his post, secretaries or chancellors, whose official character may have previously been made known to the government of the State where the consular function was exercised, may temporarily exercise the consular function of the deceased or incapacitated or absent consular officer; and while so acting shall enjoy all the rights, prerogatives and immunities granted to the incumbent.

## ARTICLE XXI

Consular officers, nationals of the State by which they are appointed, may, within their respective consular districts, address the authorities, National, State, Provincial or Municipal, for the purpose of protecting their countrymen in the enjoyment of their rights accruing by treaty or otherwise. Complaint may be made for the infraction of those rights. Failure upon the part of the proper authorities to grant redress or to accord protection may justify interposition through the diplomatic channel, and in the absence of a diplomatic representative, a consul general or the consular officer stationed at the capital may apply directly to the government of the country.

## ARTICLE XXII

Consular officers may, in pursuance of the laws of their own country, take, at any appropriate place within their respective districts, the depositions of any occupants of vessels of their own country, or of any national of, or of any person having permanent residence within the territories of, their own country. Such officers may draw up, attest, certify and authenticate unilateral acts, deeds, and testamentary dispositions of their countrymen, and also contracts to which a countryman is a party. They may draw up, attest, certify and authenticate written instruments of any kind purporting to express or embody the conveyance or encumbrance of property of any kind

within the territory of the State by which such officers are appointed, and unilateral acts, deeds, testamentary dispositions and contracts relating to property situated, or business to be transacted within, the territories of the State by which they are appointed, embracing unilateral acts, deeds, testamentary dispositions or agreements executed solely by nationals of the State within which such officers exercise their functions.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated under his official seal by the consular officer shall be received as evidence in the territories of the contracting parties as original documents or authenticated copies, as the case may be, and shall have the same force and effect as if drawn by and executed before a notary or other public officer duly authorized in the country by which the consular officer was appointed; provided, always that such documents shall have been drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

#### ARTICLE XXIII

A consular officer shall have exclusive jurisdiction over controversies arising out of the internal order of private vessels of his country, and shall alone exercise jurisdiction in cases, wherever arising, between officers and crews, pertaining to the enforcement of discipline on board, provided the vessel and the persons charged with wrongdoing shall have entered a port within his consular district. Such an officer shall also have jurisdiction over issues concerning the adjustment of wages and the execution of contracts relating thereto provided the local laws so permit.

When an act committed on board of a private vessel under the flag of the State by which the consular officer has been appointed and within the territorial waters of the State to which he has been appointed constitutes a crime according to the laws of that State, subjecting the person guilty thereof to punishment as a criminal, the consular officer shall not exercise jurisdiction except in so far as he is permitted to do so by the local law.

A consular officer may freely invoke the assistance of the local police authorities in any matter pertaining to the maintenance of internal order on board of a vessel under the flag of his country within the territorial waters of the State to which he is appointed, and upon such a request the requisite assistance shall be given.

A consular officer may appear with the officers and crews of vessels under the flag of his country before the judicial authorities of the State to which he is appointed to render assistance as an interpreter or agent.

#### ARTICLE XXIV

In case of the death of a national of either High Contracting Party in the territory of the other without having in the territory of his decease any known

heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the State of which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

In case of the death of a national of either of the High Contracting Parties without will or testament, in the territory of the other High Contracting Party, the consular officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such consular officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

Whenever a consular officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

#### ARTICLE XXV

A consular officer of either High Contracting Party may in behalf of his non-resident countrymen receipt for their distributive shares derived from estates in process of probate or accruing under the provisions of so-called Workmen's Compensation Laws or other like statutes provided he remit any funds so received through the appropriate agencies of his Government to the proper distributees, and provided further that he furnish to the authority or agency making distribution through him reasonable evidence of such remission.

#### ARTICLE XXVI

A consular officer of either High Contracting Party shall have the right to inspect within the ports of the other High Contracting Party within his consular district, the private vessels of any flag destined or about to clear for ports of the country appointing him in order to observe the sanitary conditions and measures taken on board such vessels, and to be enabled thereby to execute intelligently bills of health and other documents required by the laws of his country, and to inform his Government concerning the extent to which its sanitary regulations have been observed at ports of departure by vessels destined to its ports, with a view to facilitating entry of such vessels therein.

#### ARTICLE XXVII

Each of the High Contracting Parties agrees to permit the entry free of all duty and without examination of any kind, of all furniture, equipment

and supplies intended for official use in the consular offices of the other, and to extend to such consular officers of the other and their families and suites as are its nationals, the privilege of entry free of duty of their baggage and all other personal property, whether accompanying the officer to his post or imported at any time during his incumbency thereof; provided, nevertheless, that no article, the importation of which is prohibited by the law of either of the High Contracting Parties, may be brought into its territories.

It is understood, however, that this privilege shall not be extended to consular officers who are engaged in any private occupation for gain in the countries to which they are accredited, save with respect to governmental supplies.

#### ARTICLE XXVIII

All proceedings relative to the salvage of vessels of either High Contracting Party wrecked upon the coasts of the other shall be directed by the consular officer of the country to which the vessel belongs and within whose district the wreck may have occurred. Pending the arrival of such officer, who shall be immediately informed of the occurrence, the local authorities shall take all necessary measures for the protection of persons and the preservation of wrecked property. The local authorities shall not otherwise interfere than for the maintenance of order, the protection of the interests of the salvors, if these do not belong to the crews that have been wrecked, and to carry into effect the arrangements made for the entry and exportation of the merchandise saved. It is understood that such merchandise is not to be subjected to any customhouse charges, unless it be intended for consumption in the country where the wreck may have taken place.

The intervention of the local authorities in these different cases shall occasion no expense of any kind, except such as may be caused by the operations of salvage and the preservation of the goods saved, together with such as would be incurred under similar circumstances by vessels of the nation.

#### ARTICLE XXIX

Subject to any limitation or exception hereinabove set forth or hereafter to be agreed upon, the territories of the High Contracting Parties to which the provisions of this Treaty extend shall be understood to comprise all areas of land, water, and air over which the Parties respectively claim and exercise dominion as sovereign thereof, except the Panama Canal Zone; for purposes connected with customs administration the territory of Germany shall be deemed to be co-terminus with the area included within the German customs lines.

#### ARTICLE XXX

Nothing in the present Treaty shall be construed to limit or restrict in any way the rights, privileges and advantages accorded to the United States or its

nationals or to Germany or its nationals, by the Treaty between the United States and Germany restoring friendly relations, concluded on August 25, 1921.<sup>11</sup>

#### ARTICLE XXXI

The present treaty shall remain in full force for the term of ten years from the date of the exchange of ratifications, on which date it shall begin to take effect in all of its provisions.

If within one year before the expiration of the aforesaid period of ten years neither High Contracting Party notifies to the other an intention of modifying, by change or omission, any of the provisions of any of the articles in this Treaty or of terminating it upon the expiration of the aforesaid period, the Treaty shall remain in full force and effect after the aforesaid period and until one year from such a time as either of the High Contracting Parties shall have notified to the other an intention of modifying or terminating the Treaty.

#### ARTICLE XXXII

The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Washington as soon as possible.

In witness whereof the respective Plenipotentiaries have signed the same and have affixed their seals hereto.

Done in duplicate, in the English and German languages, at the City of Washington, this 8th day of December, 1923.

CHARLES EVANS HUGHES [SEAL]

DR. OTTO WIEDFELDT [SEAL]

#### EXCHANGE OF NOTES

*The Secretary of State to the German Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

MARCH 19, 1925

EXCELLENCY:

Referring to the Treaty of Friendship, Commerce and Consular Rights signed by the United States and Germany on December 8, 1923, I beg to inform you that the Senate on February 10, 1925, gave its advice and consent to the ratification of the said Treaty in a resolution as follows:

<sup>11</sup> TS 658, *ante*, p. 145.

“RESOLVED (Two-thirds of the Senators present concurring therein), That the Senate advise and consent to the ratification of Executive D, 68th Congress, 1st session, a treaty of friendship, commerce and consular rights between the United States and Germany, signed at Washington on December 8, 1923, subject to the following reservations and understandings to be set forth in an exchange of notes between the high contracting parties so as to make it plain that this condition is understood and accepted by each of them:

“First, that there shall be added to Article I of said treaty the following: ‘Nothing herein contained shall be construed to affect existing statutes of either country in relation to the immigration of aliens or the right of either country to enact such statutes.’

“Second, that the fifth paragraph of Article VII and Articles IX and XI shall remain in force for twelve months from the date of exchange of ratification, and if not then terminated on ninety days previous notice shall remain in force until Congress shall enact legislation inconsistent therewith when the same shall automatically lapse at the end of sixty days from such enactment, and on such lapse each high contracting party shall enjoy all the rights which it would have possessed had such paragraph or articles not been embraced in the treaty.”

It will be observed that by this resolution the advice and consent of the Senate to the ratification of the Treaty are given subject to certain reservations and understandings.

I shall be glad if when bringing the foregoing resolution to the attention of your Government you will inform it that it is the hope of this Government that your Government will find acceptable the reservations and understandings which the Senate has made a condition of its advice and consent to the ratification of the Treaty. You may regard this note as sufficient acceptance by the Government of the United States of these reservations and understandings. An acknowledgment of this note on the occasion of the exchange of ratifications accepting, by direction and on behalf of your Government, the said reservations and understandings, will be considered as completing the required exchange of notes and the acceptance by both Governments of the reservations and understandings.

Accept, Excellency, the renewed assurance of my highest consideration.

FRANK B. KELLOGG

His Excellency

Baron AGO VON MALTZAN

*Ambassador of Germany*

*The German Ambassador to the Secretary of State*

[TRANSLATION]

GERMAN EMBASSY

*May 21, 1925*

MR. SECRETARY OF STATE:

I have the honor, in the name and by direction of my Government, to acknowledge to Your Excellency the receipt of the note of March 19 of this year concerning the Treaty of Friendship, Commerce and Consular Rights signed between Germany and the United States on December 8, 1923, and to make the following statement:

The German Government has acquainted itself with the Resolution of the American Senate of February 10, 1925, reading as follows:

[For text of resolution, see p. 169.]

Notwithstanding serious fundamental objections to the second resolution of the Senate referring to navigation, the German Government, for the sake of the success of the treaty, has, subject to ratification, decided to declare that it agrees to the resolution of the Senate.

I avail myself of this opportunity to renew to Your Excellency the assurances of my most distinguished high consideration.

MALTZAN

His Excellency

The Secretary of State of the United States

Mr. FRANK B. KELLOGG,

*Washington, D.C.*

## SUPPRESSION OF SMUGGLING

*Convention signed at Washington May 19, 1924*

*Senate advice and consent to ratification May 26, 1924*

*Ratified by Germany July 8, 1924*

*Ratified by the President of the United States August 9, 1924*

*Ratifications exchanged at Washington August 11, 1924*

*Entered into force August 11, 1924*

*Proclaimed by the President of the United States August 11, 1924*

*Not revived with Federal Republic of Germany*

43 Stat. 1815; Treaty Series 694

The President of the United States of America and the President of the German Empire being desirous of avoiding any difficulties which might arise between them in connection with the laws in force in the United States on the subject of alcoholic beverages have decided to conclude a Convention for that purpose, and have appointed as their Plenipotentiaries:

The President of the United States of America, Mr. Charles Evans Hughes, Secretary of State of the United States of America; and

The President of the German Empire, Dr. Otto Wiedfeldt, German Ambassador to the United States of America;

Who, having communicated their full powers found in good and due form, have agreed as follows:

### ARTICLE I

The High Contracting Parties declare that it is their firm intention to uphold the principle that 3 marine miles extending from the coastline outwards and measured from low-water mark constitute the proper limits of territorial waters.

### ARTICLE II

(1) The President of the German Empire agrees that Germany will raise no objection to the boarding of private vessels under the German flag outside the limits of territorial waters by the authorities of the United States, its territories or possessions, in order that enquiries may be addressed to those on board and an examination be made of the ship's papers for the purpose of

ascertaining whether the vessel or those on board are endeavoring to import or have imported alcoholic beverages into the United States, its territories or possessions in violation of the laws there in force. When such enquiries and examination show a reasonable ground for suspicion, a search of the vessel may be initiated.

(2) If there is reasonable cause for belief that the vessel has committed or is committing or attempting to commit an offense against the laws of the United States, its territories or possessions prohibiting the importation of alcoholic beverages, the vessel may be seized and taken into a port of the United States, its territories or possessions for adjudication in accordance with such laws.

(3) The rights conferred by this article shall not be exercised at a greater distance from the coast of the United States, its territories or possessions than can be traversed in one hour by the vessel suspected of endeavoring to commit the offense. In cases, however, in which the liquor is intended to be conveyed to the United States, its territories or possessions by a vessel other than the one boarded and searched, it shall be the speed of such other vessel and not the speed of the vessel boarded, which shall determine the distance from the coast at which the right under this article can be exercised.

### ARTICLE III

No penalty or forfeiture under the laws of the United States shall be applicable or attach to alcoholic liquors or to vessels or persons by reason of the carriage of such liquors, when such liquors are listed as sea stores or cargo destined for a port foreign to the United States, its territories or possessions on board German vessels voyaging to or from ports of the United States, or its territories or possessions or passing through the territorial waters thereof, and such carriage shall be as now provided by law with respect to the transit of such liquors through the Panama Canal, provided that such liquors shall be kept under seal continuously while the vessel on which they are carried remains within said territorial waters and that no part of such liquors shall at any time or place be unladen within the United States, its territories or possessions.

### ARTICLE IV

Any claim by a German vessel for compensation on the grounds that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this Treaty or on the ground that it has not been given the benefit of Article III shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties.

Effect shall be given to the recommendations contained in any such joint report. If no joint report can be agreed upon, the claim shall be referred to the Permanent Court of Arbitration at The Hague described in the Con-

vention for the Pacific Settlement of International Disputes, concluded at The Hague, October 18, 1907.<sup>1</sup> The Arbitral Tribunal shall be constituted in accordance with Article 87 (Chapter IV) and with Article 59 (Chapter III) of the said Convention. The proceedings shall be regulated by so much of Chapter IV of the said Convention and of Chapter III thereof (special regard being had for Articles 70 and 74, but excepting Articles 53 and 54) as the Tribunal may consider to be applicable and to be consistent with the provisions of this agreement. All sums of money which may be awarded by the Tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified. Each Government shall bear its own expenses. The expenses of the Tribunal shall be defrayed by a ratable deduction of the amount of the sums awarded by it, at a rate of five per cent. on such sums, or at such lower rate as may be agreed upon between the two Governments; the deficiency, if any, shall be defrayed in equal moieties by the two Governments.

#### ARTICLE V

This Treaty shall be subject to ratification and shall remain in force for a period of one year from the date of the exchange of ratifications.

Three months before the expiration of the said period of one year, either of the High Contracting Parties may give notice of its desire to propose modifications in the terms of the Treaty.

If such modifications have not been agreed upon before the expiration of the term of one year mentioned above, the Treaty shall lapse.

If no notice is given on either side of the desire to propose modifications, the Treaty shall remain in force for another year, and so on automatically, but subject always in respect of each such period of a year to the right on either side to propose as provided above three months before its expiration modifications in the Treaty, and to the provision that if such modifications are not agreed upon before the close of the period of one year, the Treaty shall lapse.

#### ARTICLE VI

In the event that either of the High Contracting Parties shall be prevented either by judicial decision or legislative action from giving full effect to the provisions of the present Treaty the said Treaty shall automatically lapse, and, on such lapse or whenever this Treaty shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this Treaty not been concluded.

The present Convention shall be duly ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the President of the German Empire in accordance with the

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<sup>1</sup> TS 536, *ante*, vol. 1, p. 577.

requirements of the German Constitution; and the ratifications shall be exchanged at Washington as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate and have thereunto affixed their seals.

Done at the city of Washington, this nineteenth day of May in the year of our Lord one thousand nine hundred and twenty-four.

CHARLES EVANS HUGHES [SEAL]

Dr. OTTO WIEDFELDT [SEAL]

## DOUBLE TAXATION: SHIPPING PROFITS

*Exchange of notes at Berlin September 5 and October 8, 1923, January 19, May 5, September 3, November 29, and December 11, 1924, and March 20, 1925*

*Entered into force March 20, 1925; operative from January 1, 1921*

*Operation suspended during World War II*

*Not revived with Federal Republic of Germany*

47 Stat. 2627; Executive Agreement Series 17

### EXCHANGE OF NOTES

*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

FOREIGN OFFICE

No. V Steu 1496

### NOTE VERBALE

Supplementing its Note Verbale No. III A 522 of March 19 last, regarding the exemption of American shipping companies from the corporation tax, the Foreign Office has the honor to inform the Embassy of the United States of America that the Federal Minister of Finance has instructed the financial authorities, in the case of commercial companies whose seat and place of direction is in the United States of America, not to subject to the corporation tax the income which comes exclusively from the operation of ships and not to demand a corporation-tax declaration as to the above-mentioned from the North American companies which maintain in Germany a branch office, any other place of operation, or a permanent representative. This instruction was issued on condition of reciprocity on the part of the United States and under the reservation that it may be recalled at any time.

The said Minister has furthermore declared his readiness to grant the favored treatment accorded to North American shipping companies also to citizens (individual persons) of the United States of America who carry on shipping traffic to Germany, if the Government of the United States of America grants reciprocity in the same degree.

The Foreign Office would be grateful to the Embassy of the United States of America if the latter would report the above to its Government with the greatest possible despatch and obtain a statement as to the attitude of the

Government toward the question of exemption from taxation of the above-described individual persons.

BERLIN, *September 5, 1923*

To the

EMBASSY OF THE UNITED STATES OF AMERICA.

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*The American Embassy to the Ministry for Foreign Affairs*

No. 536

NOTE VERBALE

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs and has the honor to refer to the latter's Note Verbale No. V. Steu 1496 of September 5, 1923, in which the Embassy was informed among other things that the Commonwealth Minister of Finance had issued certain instructions not to subject to the corporation tax the income derived exclusively from the operation of ships by commercial companies whose seat and place of direction are in the United States of America under certain circumstances mentioned, on condition of reciprocity on the part of the United States.

In accordance with the expressed desire of the Ministry for Foreign Affairs the contents of the note verbale under reply were communicated by cable to the Department of State, which has now sent a telegraphic reply.

In this telegram the Embassy is informed that the Treasury Department states that it is necessary for a foreign government to exempt citizens of the United States not residing in the foreign country concerned as well as domestic corporations from the tax on earnings from sources within such country derived exclusively from the operation of ships in order that such country may satisfy the equivalent exemption provision of the section of the Revenue Act of 1921<sup>1</sup> communicated to the Ministry for Foreign Affairs in the Embassy's Note No. 91 of June 28, 1922.

The Embassy is informed further by the Treasury Department through the Department of State that, therefore, if the Minister of Commerce [Finance] will issue the same instructions to the financial authorities relative to citizens of the United States not residing in Germany as have been issued relative to domestic corporations, Germany will have satisfied the equivalent exemption provision referred to. The Embassy is informed, that as soon as the Treasury Department receives notice through this Embassy that the additional instructions have been issued, it will issue a statement that Germany has satisfied this exemption provision.

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<sup>1</sup> 42 Stat. 239.

If therefore the instructions referred to above are issued and the Ministry for Foreign Affairs will so inform the Embassy, the Embassy will take pleasure in telegraphing to the Department of State the date on which they become effective.

The Department of State would appreciate also being informed whether Germany has ever demanded or collected or under the law may demand any income tax from citizens of the United States not residing in Germany or domestic corporations on earnings derived from the operation of ships from January 1st, 1921, to the date on which the above instructions if issued become effective.

BERLIN, *October 8, 1923*

To the  
MINISTRY FOR FOREIGN AFFAIRS,  
*Berlin.*

*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

FOREIGN OFFICE  
No. V. Steu 30  
B 2556

#### NOTE VERBALE

The Foreign Office has the honor to inform the Embassy of the United States of America, in reply to the latter's note verbale of October 27, 1923 (No. 543), and supplementing its own note verbale of September 5, 1923 (V Steu 1496), that, by an ordinance dated January 5, 1924, the Federal Minister of Finance has instructed the competent financial authorities that incomes derived from the operation of ships by citizens of the United States of America (individual persons) who have no residence in Germany are likewise to be exempted from the income tax, under the condition of reciprocity and the reservation of repeal at any time, as has already been ordered by a proclamation of August 10, 1923, relating to American commercial companies as affected by the corporation tax.

Furthermore, according to the investigations undertaken by the German Government, citizens of the United States who have no residence in Germany, as well as American shipping companies which receive their incomes from the operation of ships, have not been subjected in Germany to either the income or the corporation tax since January 1, 1921.

The Foreign Office would be grateful for a statement as to whether now the Government of the United States of America will grant to German shipping companies and individual persons engaged in shipping the same

exemption from taxation of incomes derived from the operation of ships, and particularly so with retroactive effect from January 1, 1921.

BERLIN, *January 19, 1924*

TO THE EMBASSY OF THE  
UNITED STATES OF AMERICA

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*The American Embassy to the Ministry for Foreign Affairs*

NOTE VERBALE

No. 675

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs, and has the honor to refer to the latter's Note Verbale No. V Steu 30/B 2556 of January 19, 1924, concerning the question of the taxing by Germany of earnings derived from the operation of ships documented under the laws of the United States. As will be remembered, the Embassy, by its Note Verbale No. 299 of March 2, 1923, informed the Ministry for Foreign Affairs that a copy of the Note Verbale above referred to had been duly transmitted to the Department of State.<sup>2</sup>

The Embassy of the United States of America now has the honor to inform the Ministry for Foreign Affairs that an instruction has been received from the Department of State, transmitting a ruling received from the Treasury Department on this subject, with reference to the Foreign Office's note of January 19, 1924, requesting additional information on the following points:

"In the Ordinance of August 10, 1923, it is noted 'that in the case of companies operated for profit, whose domicile and place of management is in the United States of America, the income which is derived exclusively from the operation of ships, shall not be subjected to the corporation tax. A corporation tax return for the aforesaid income is not to be required of North American companies which maintain in this country a branch or other place of operation or a continuous representative.'

"Under this provision of the Ordinance of August 10, 1923, it appears that an American corporation whose place of management, for instance, is in London, might possibly be taxed while an American corporation whose place of management is in the United States or Germany, would be exempted. In order for individual Germans and German shipping companies to be entitled, under the provisions of American law, to the benefits of reciprocity in the matter of exemption from taxation, it would be necessary for the Ordi-

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<sup>2</sup> This statement is obviously incorrect. By its Note Verbale No. 299 of Mar. 2, 1923, the Embassy informed the Ministry for Foreign Affairs that a copy of the Note Verbale No. III A 3480/B-28707 of Nov. 2, 1922, had been transmitted to the Department of State.

nance of August 10, 1923, to apply to all corporations organized in the United States regardless of the place of management.

“Moreover, in order to enable the Government of the United States to pass upon the question as to whether equivalent exemption is applicable from January 1, 1921, the Treasury Department states that it will be necessary for the German Government to show that citizens of the United States non-resident as to Germany and domestic corporations have not been subjected to income and corporation tax since January 1, 1921, and the earnings derived from the operation of ships, and that they are exempt from such taxes and will not be required to pay the income and corporation tax on any income earned since January 1, 1921.”

The Embassy of the United States of America begs further, in compliance with the request of the Department of State, that an early consideration of its response be given by the Foreign Office.

BERLIN, *May 5, 1924*

To the

MINISTRY FOR FOREIGN AFFAIRS,  
*Berlin.*

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*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

FOREIGN OFFICE  
No. V Steu 1489  
B.34881

NOTE VERBALE

The Foreign Office has the honor to inform the Embassy of the United States of America, in response to the latter's Note No. 686 of May 16 last, relative to exemption from income tax of both German and American ship-owners, as follows:

The Federal Minister of Finance is now ready in principle to amend his order of August 10, 1923, in accordance with the wishes of the Government of the United States of America as conveyed in the Embassy's Note Verbale No. 675 of May 5, 1924, and to cause instructions to be issued to the subordinate financial authorities that the order of August 10, 1923, is to be applied to all companies which have their seat in the United States of America regardless of the location of their management.

As concerns the conditions for abstention from collection of taxes from January 1, 1921, referred to in the last-mentioned note verbale, the Foreign Office can only repeat the statement based on the official findings of the Federal Minister of Finance and contained in its Note No. V Steu 30 of

January 19, 1924—the statement that since January 1, 1921, the income from the operation of ships of American shipping companies and citizens who have no residence in Germany has not been subjected to the German income tax or corporation tax. Furthermore, the German Government will abstain from a supplementary collection of taxes for the period since January 1, 1921, if the American Government grants reciprocity. The statement previously made by the Foreign Office through the usual diplomatic channels is a binding official declaration of the German Government.

The Foreign Office requests the Embassy of the United States of America to inform its Government of the above and to acquaint the Foreign Office with the American Government's attitude as soon as possible so that, if an agreement is reached between the German and American Governments, the Federal Minister of Finance may issue suitable instructions to the financial authorities.

BERLIN, *September 3, 1924*

To

THE EMBASSY OF THE UNITED STATES OF AMERICA.

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*The American Embassy to the Ministry for Foreign Affairs*

NOTE VERBALE

No. 935

With reference to the Note Verbale <sup>No. V Steu 1489</sup>/<sub>B34881</sub> dated September 3, 1924, of the Ministry for Foreign Affairs in regard to the taxation by Germany of the earnings derived from the operation of ships documented under the laws of the United States, the Embassy of the United States of America presents its compliments to the Ministry and has the honor to state that it lost no time in transmitting the Note Verbale under reference to the Department of State and is now in receipt of instructions to invite the Ministry's attention to the following observations of the Treasury Department of the United States Government:

"After careful consideration, this Department is of the opinion that in view of the categorical statement of the German Government and the proposed amendment by the Commonwealth Minister of Finance to his order of August 10, 1923, Germany will meet the equivalent exemption provision of Section 213(b)(8) of the Revenue Act of 1924,<sup>3</sup> upon the issuance of the necessary orders referred to in the Note under consideration. The same opinion is herein expressed with respect to the years 1921, 1922 and 1923, under the provision of Section 213(b)(8) of the Revenue Act of 1921.<sup>4</sup>

<sup>3</sup> 43 Stat. 269.

<sup>4</sup> 42 Stat. 239.

“Accordingly, it is requested that the German Government be apprised that upon completion of the action proposed in the Note of the Foreign Office of September 3, 1924, the equivalent exemption provisions of Section 213(b) (8) of both the Revenue Acts of 1921 and 1924 will be satisfied and that the income of a non-resident alien or foreign corporation from sources within the United States which consists exclusively of earnings of a ship or ships documented under the laws of Germany will be exempt from Federal income tax and that such exemption will be applicable for the year 1921 and subsequent years. In this connection it should be pointed out that certain German shipping concerns have been granted until December 15th to complete their 1923 tax returns and it is desirable that this information be communicated to the German Government as expeditiously as possible. This Department would appreciate prompt advice of the action of the competent German authorities.”

It is to be observed from the foregoing that the Treasury Department refers to the categorical statement of the German Foreign Office “that the German Government will abstain from a supplementary collection of taxes for the period since January 1, 1921, if the American Government grants reciprocity” and that this statement is a “binding official declaration of the German Government.” It will also be observed that the Treasury Department states that in view of this categorical statement and a proposed amendment by the Commonwealth Minister of Finance to his Order of August 10, 1923, it considers that the German Government will meet the equivalent exemption provision of Section 213(b) (8) of the Revenue Act of 1924 upon the issuance of the necessary orders referred to in the Ministry’s Note of September 3, 1924, under reference. The Treasury Department expresses the same opinion with respect to the years 1921, 1922 and 1923 under the provision of Section 213(b) (8) of the Revenue Act of 1921.

In bringing the foregoing to the attention of the Ministry, the Embassy is instructed to point out that upon the completion of the action proposed in the Ministry’s Note of September 3, 1924, the equivalent exemption provision of Section 213(b) (8) of both of the Revenue Acts of 1921 and 1924 will be satisfied and that the income of a nonresident alien or foreign corporation from sources within the United States which consists exclusively of earnings of a ship or ships documented under the laws of Germany will be exempt from Federal income tax and that such exemption will be applicable for the year 1921 and subsequent years.

In view of the statement of the Treasury Department that certain German shipping concerns have been granted until December 15th to complete their 1923 tax returns, the Ministry will appreciate the desirability of advising the Embassy as soon as possible with respect to the action taken by the German authorities in the matter of the proposed amendment by the Minister of Fi-

nance of his Order of August 10, 1923, so that the Treasury Department of the United States Government may, in turn, be definitely advised in the premises.

BERLIN, *November 29, 1924*

To the  
MINISTRY FOR FOREIGN AFFAIRS,  
*Berlin.*

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*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

FOREIGN OFFICE  
No. V Steu. 1998  
B. 49423

NOTE VERBALE

Referring to Note Verbale No. 935, dated November 29, concerning the taxation of shipping companies of both countries, the Foreign Office has the honor to inform the Embassy of the United States of America that, in accordance with the proposal transmitted in the Foreign Office's note verbale of September 3, 1924 (V Steu 1489), the Federal Minister of Finance has now, by an order dated December 9, 1924, instructed the subordinate financial authorities to apply the order of August 10, 1923, to all companies which have their seat in the United States of America regardless of the location of their management.

Thus, according to the note verbale of the Embassy of the United States of America of November 29, the conditions are fulfilled in order that, beginning January 1, 1921, the incomes derived from the operation of ships by German citizens who are not residents of the United States of America, and by companies with their seat in Germany, are exempt from the income tax in the United States of America.

Since, according to the note verbale of the Embassy of the United States of America dated November 29, the period granted for the filing of tax declarations expires on December 15 for certain German shipping companies, the Foreign Office would greatly appreciate it if the Embassy of the United States of America would inform its Government *by telegraph* of the change made in the order of the Ministry of Finance of August 10, 1923.

BERLIN, *December 11, 1924*

To the  
EMBASSY OF THE UNITED STATES OF AMERICA.

*The American Embassy to the Ministry for Foreign Affairs*

No. 1103

## NOTE VERBALE

The Embassy of the United States of America presents its compliments to the Ministry for Foreign Affairs and has the honor to refer to its note verbale No.  $\frac{\text{V Steu 1998}}{\text{B 49423}}$  of December 11, 1924, concerning the taxation by Germany of the earnings derived from the operation of ships documented under the laws of the United States.

The Embassy is in receipt of an instruction from its Government stating that, according to advices received from the Secretary of the Treasury of the United States, Germany is now considered to have satisfied the equivalent exemption provision of Section 213(b)(8) of both the Revenue Acts of 1921 and 1924, and that accordingly the income of a non-resident alien or foreign corporation from sources within the United States which consists exclusively of earnings of a ship or ships documented under the laws of Germany is exempt from Federal income tax and such exemption is applicable for the year 1921 and subsequent years.

BERLIN, *March 20, 1925*

To the

MINISTRY FOR FOREIGN AFFAIRS,  
*Berlin.*

## WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Berlin August 19 and 24, 1925*

*Entered into force September 1, 1925*

*Terminated June 9, 1932, by agreement of May 27 and 31, 1932*<sup>1</sup>

Department of State files

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY

*Berlin, August 19, 1925*

No. 90

### EXCELLENCY:

I have the honor to inform you that I am now authorized by my Government to conclude a reciprocal agreement to waive fees for non-immigrant visas and applications therefor on the basis proposed in the Foreign Office Note Verbale No. V. Pa. 2245 of July 31, 1925.

Accordingly, I beg to advise Your Excellency that the Government of the United States will, from September 1, 1925, collect no fee for visaing passports or executing applications therefor in the case of citizens of Germany desiring to visit the United States (including the insular possessions) who are not "immigrants" as defined in the Immigration Act of the United States of 1924;<sup>2</sup> namely,

"(1) a government official, his family, attendants, servants and employees.

"(2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure.

"(3) an alien in continuous transit through the United States.

"(4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory.

"(5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and

<sup>1</sup> *Post*, p. 239.

<sup>2</sup> 43 Stat. 153.

“(6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation;” and the Government of the United States understands that, reciprocally, the Government of Germany, will, from September 1, 1925, collect no fee for visaing passports or executing applications therefor in the case of non-immigrant citizens of the United States of like classes desiring to visit Germany or its possessions.

I will be pleased to receive Your Excellency's assurance that the foregoing is acceptable to the German Government.

I avail myself of this opportunity to express to Your Excellency the renewed assurance of my highest consideration.

JACOB GOULD SCHURMAN

His Excellency Mr. SCHUBERT,  
*Minister for Foreign Affairs.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

FOREIGN OFFICE  
No. V Pa. 2613

BERLIN, *August 24, 1925*

MR. AMBASSADOR:

I have the honor to confirm the receipt of Your Excellency's note No. 90 of August 19, 1925, in which you state that the Government of the United States of America will, from September 1, 1925, collect no fee for visaing passports and executing applications therefor in the case of German nationals desiring to journey to the United States of America and the insular possessions insofar as they are not immigrants as defined in the Immigration Act of the United States of 1924: namely:

(1) government officials, their families, attendants, servants and employees;

(2) aliens visiting the United States temporarily as tourists or temporarily for business or pleasure;

(3) aliens in continuous transit through the United States;

(4) aliens lawfully admitted to the United States traveling from one part of the United States to another through foreign contiguous territory;

(5) bona fide alien seamen serving as such on a vessel and wishing, during the sojourn of that ship in an American harbor, to enter temporarily the United States in their capacity as seamen;

(6) aliens entitled to enter the United States who wish to carry on trade in pursuance of the provisions of an existing treaty of commerce and navigation.

The German Government takes cognizance of this communication and on its part will, in the issuance of visas and the executions of applications therefor, act in a corresponding manner in the case of citizens of the United States of America. Accordingly, the German Government regards as concluded the agreement on the elimination to the extent indicated above, of fees for issuance of visas and for the executions of applications, effective September 1, 1925.

German representatives abroad will be supplied, without delay, with the necessary instructions; those in the United States of America by telegraph, and those in other countries by courier or by mail. In this connection, however, it must be taken into consideration that in view of the shortness of time, distant representatives will receive the instructions only after September 1, 1925.

I am pleased to take this opportunity to renew to you, Mr. Ambassador, the assurance of my most distinguished consideration.

SCHUBERT

His Excellency Mr. SCHURMAN,  
*Ambassador of the United States of America,*  
*Berlin.*

## REPARATION PAYMENTS

*Arrangement agreed at Berlin December 8, 1926*

*Approved by the Reparation Commission January 14, 1927*

1919 For. Rel. (Paris Peace  
Conference, XIII) 922

The German Government has the honour to affirm that the conversations which have now been concluded between the German Government and the Government of the United States of America for the purpose of realizing the  $2\frac{1}{4}$  percent share of the United States in payments under the Experts' Plan have resulted in mutual understanding on the following points:

(1) The German Government promises that it will do everything in its power in order that the Government of the United States will receive each year its  $2\frac{1}{4}$  percent share of the annuities under the Experts' Plan. For this purpose the German Government will, for the financing of the deliveries in kind and services to be made or rendered to the United States, prevail upon German firms to deposit each month out of the dollar credits arising from the said deliveries and services a sum in dollars the amount of which, as more explicitly stated in paragraph 3, shall be fixed at the beginning of each month. The deposit will be made through the agency of the Reichsbank to the credit of the Agent General for Reparation Payments with the Federal Bank in New York.

(2) The Government of the United States will make a continuing arrangement so that the Agent General for Reparation Payments will pay to the German firms the Reichsmark equivalent—immediately upon receipt of the cable report from the Federal Reserve Bank that the transfer has been made—in Berlin at the average Berlin rate for cable transfers on the day on which the dollars were transferred. The Government of the United States will furthermore take steps to the end that the Agent General for Reparation Payments will inform the Reich Finance Ministry not later than the first of each month of the sum to be paid by the German firms during that month.

(3) It is hereby agreed that the present procedure is not applicable to that part of the share of the Government of the United States in the annuities under the Experts' Plan <sup>1</sup> set aside to meet the claim for arrears of army costs or that part which is otherwise covered in any manner through cash transfers.

<sup>1</sup> See debt funding agreement of June 23, 1930, *post*, p. 213.

The total amount accruing to the United States according to this arrangement during the period from September first, 1926, to the coming into force of the present arrangement, will be distributed over the remainder of the year in equal instalments. In general the amounts are to be divided in approximately equal monthly parts.

(4) The present arrangement may be terminated by either of the two parties not earlier than June first, 1927, effective September 1, 1927, or in subsequent years annually on and for the same dates in the respective year.

(5) When the Government of the United States has informed the German Government that the Agent General has received the necessary authority to proceed in the sense of this understanding, both Governments will make the necessary arrangements for its execution.

## NARCOTIC DRUGS

*Exchange of notes at Berlin December 24, 1927, and February 14, 1928  
Entered into force February 14, 1928  
Abrogated and replaced by agreement of January 17 and August 24,  
1955, and March 7, 1956<sup>1</sup>*

79 League of Nations Treaty Series 235

### *The American Embassy to the Ministry for Foreign Affairs*

No. 1813

The Embassy of the United States of America has the honor to acknowledge the receipt of the Ministry for Foreign Affairs' Note Verbale No. III R 847 of October 10, 1927, expressing the willingness of the German Government to arrange for the direct exchange of routine information between the officers charged with the control of the traffic in narcotic drugs in the United States and Germany respectively.

In view of the foregoing the Embassy has been instructed by its Government to arrange for the direct exchange of information on the basis of Colonel Woods' conversations, as follows:

1. The direct exchange between the United States Treasury Department and the corresponding office in Germany of information and evidence with reference to persons engaged in the illicit traffic. This would include such information as photographs, criminal records, fingerprints, Bertillon measurements, description of the methods which the persons in question have been found to use, the places from which they have operated, the partners they have worked with, etc.

2. The immediate direct forwarding of information by letter or cable as to the suspected movements of narcotic drugs or of those involved in smuggling drugs, if such movements might concern the other country. It is pointed out that unless such information as this reaches its destination directly and speedily, it is useless.

3. Mutual cooperation in detective and investigating work.

The Embassy has the honor further to inform the Ministry for Foreign Affairs that the officer of the United States Treasury Department who

<sup>1</sup> 7 UST 371; TIAS 3514.

would have charge on behalf of the American Government of the cooperation in the suppression of the illicit traffic in narcotics is Colonel L. G. Nutt whose mail and telegraph address is: Deputy Commissioner in charge of Narcotics, Treasury Department, Washington, D.C.

The Embassy has been instructed, should the proposed arrangement meet with the approval of the German Government, to inform its Government by telegraph, giving the name of the German official with whom Colonel Nutt should communicate. The Embassy would therefore be pleased to learn as soon as possible whether the arrangement outlined above is acceptable, and in the affirmative case to be apprised of the name and address of the German official in question.

BERLIN, *December 24, 1927*

To the  
MINISTRY FOR FOREIGN AFFAIRS,  
*Berlin.*

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*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

FOREIGN OFFICE  
III R 119

#### NOTE VERBALE

The Foreign Office has the honor to inform the Embassy of the United States of America, with reference to its Note Verbale No. 1813 of December 24, 1927, and supplementing the former's Note Verbale No. III R 1153/27 of January 7, 1928, that the German Government concurs with the regulation proposed by the American Government having as its object a direct exchange of information and evidence regarding the illicit traffic in narcotic drugs between the German and American official departments charged with the control of such traffic. This regulation would embrace:

1) The direct exchange between the American Treasury Department and the Reich Health Office of information and evidence with reference to persons engaged in the illicit traffic. This would include: Photographs, criminal records, finger prints, Bertillon measurements, description of the methods employed by the persons in question, and of the places from which they have operated and of the partners they have worked with.

2) The immediate direct forwarding of information by letter or cable as to the suspected movements of narcotic drugs or of persons involved in smuggling drugs if such movements might concern the other country.

3) Mutual cooperation in investigations and examinations.

The official of the Reich Health Office in charge of these matters is Oberregierungsrat Prof. Dr. Anselmino, a member of the Reichsgesundheitsamt (Reich Health Office). For communications to him concerning the above mentioned regulation the mail and cable address is: "Reichsgesundheitsamt, Berlin NW 87."

BERLIN, *February 14, 1928*

## ARBITRATION

*Treaty signed at Washington May 5, 1928*

*Senate advice and consent to ratification May 10, 1928*

*Ratified by the President of the United States May 15, 1928*

*Ratified by Germany January 28, 1929*

*Ratifications exchanged at Washington February 25, 1929*

*Entered into force February 25, 1929*

*Proclaimed by the President of the United States February 25, 1929*

45 Stat. 2744; Treaty Series 774

The President of the United States of America and the President of the German Reich

Determined to prevent so far as in their power lies any interruption in the peaceful relations now happily existing between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America, Frank B. Kellogg, Secretary of State of the United States, and

The President of the German Reich, Herr Friedrich von Prittwitz und Gaffron, German Ambassador to the United States of America:

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

### ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to

an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,<sup>1</sup> or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Germany in accordance with its constitutional laws.

## ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

- (a) is within the domestic jurisdiction of either of the High Contracting Parties,
- (b) involves the interests of third Parties,
- (c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,
- (d) depends upon or involves the observance of the obligations of Germany in accordance with the Covenant of the League of Nations.

## ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by the President of the German Reich in accordance with German constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and German languages, both texts having equal force, and hereunto affix their seals.

Done at Washington the fifth day of May in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG      [SEAL]  
F. VON PRITZWITZ      [SEAL]

<sup>1</sup> TS 536, *ante*, vol. 1, p. 577.

## CONCILIATION

*Treaty signed at Washington May 5, 1928*

*Senate advice and consent to ratification May 10, 1928*

*Ratified by the President of the United States May 15, 1928*

*Ratified by Germany January 28, 1929*

*Ratifications exchanged at Washington February 25, 1929*

*Entered into force February 25, 1929*

*Proclaimed by the President of the United States February 25, 1929*

45 Stat. 2748; Treaty Series 775

The President of the United States of America and the President of the German Reich, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

The President of the United States of America, Frank B. Kellogg, Secretary of State of the United States of America; and

The President of the German Reich, Herr Friedrich von Prittwitz und Gaffron, German Ambassador to the United States of America:

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

### ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Germany, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; the High Contracting Parties agree not to declare war or begin hostilities during such investigation and before the report is submitted.

## ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

## ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have a recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall shorten or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

## ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by the President of the German Reich in accordance with German constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and German languages, both texts having equal force, and hereunto affix their seals.

Done at Washington the fifth day of May in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]

F. VON PRITTWITZ [SEAL]

## MIXED CLAIMS COMMISSION

*Exchange of notes at Washington, December 31, 1928, extending agreement of August 10, 1922*<sup>1</sup>

*Entered into force December 31, 1928*

45 Stat. 2698; Treaty Series 766

*The Secretary of State to the German Ambassador*

DEPARTMENT OF STATE  
*Washington, December 31, 1928*

EXCELLENCY:

I have the honor to refer to your note of November 26, 1928, regarding the concluding of an agreement between the United States and Germany for the extension of the jurisdiction of the Mixed Claims Commission, United States and Germany, to include claims of the same character as those of which the Commission now has jurisdiction under the agreement between the two Governments signed August 10, 1922,<sup>2</sup> which were not filed in time to be submitted to the Commission under the terms of the notes exchanged at the time of signing that agreement but which were filed with the Department of State prior to July 1, 1928.

You state that your Government is prepared to do its share to bring about a settlement of these so-called late claims, but that it considers that the preparation and adjudication of the claims should be governed by the same legal principles as have so far been applied in the proceedings of the Mixed Claims Commission, and that means should be found by which a prompt and speedy preparation and adjudication of the claims involved may be fully guaranteed. Your Government suggests that as an appropriate means to this end, fixed and final terms should be agreed upon for the filing of claims and defense material, including the necessary evidence, and that a requirement should be made that all claims to be adjudicated by the Commission should be presented for judgment within a fixed period of time. You add that, owing to the fact that the adjudication of the late claims will necessitate the continuance of the expensive machinery of the Mixed Claims Commission for some months, which would not otherwise be necessary or which would not have been necessary to the same extent if the claims had been

<sup>1</sup> See footnote 1, *ante*, p. 149.

<sup>2</sup> TS 665, *ante*, p. 149.

presented within the time prescribed by the agreement of August 10, 1922, your Government considers that the claimants for whom a remedy will thus be afforded should participate to an appropriate extent in the expenses which will result from the prolongation of the life of the Commission. This, you suggest, might be accomplished by the collection of a fee for the final filing of each claim, thus eliminating to the greatest possible extent claims which are unfounded or which are presented in unjustified amounts, and an additional fee for preparing and adjudicating the claim.

I desire to express my appreciation of the willingness of your Government to cooperate with my Government in an effort to complete the adjudication of the claims defined above. My Government, equally with your Government, is anxious that the work of the Mixed Claims Commission should be completed at the earliest date practicable and will use its best endeavors to that end. With respect to your suggestion that the claimants who will be benefited by an extension of time for the presentation of so-called late claims should share to an appropriate extent the additional expense incident to the prolongation of the labors of the Mixed Claims Commission, my Government considers that it would not be feasible to require the deposit of a fee as a condition precedent to the adjudication of the claims. In an effort, however, to meet the views of your Government that it should be relieved of this additional expense, the President would be willing to recommend to the Congress that the one-half of one per cent which the Secretary of the Treasury is authorized by the "Settlement of War Claims Act of 1928"<sup>3</sup> to deduct from awards made by the Mixed Claims Commission before payment thereof to the claimants as reimbursement for the expenses of the United States incident to the adjudication of the claims, shall, in so far as regards the late claims, be made available to your Government for defraying such expenses as may be incurred by your Government in connection with the adjudication of such late claims. I, therefore, suggest the following as the terms of the agreement between the two Governments:

(1) That all the late claims of American nationals against Germany, notice of which was filed with the Department of State prior to July 1, 1928, of the character of which the Mixed Claims Commission, United States and Germany, now has jurisdiction under the claims agreement concluded between the United States and Germany on August 10, 1922, shall be presented to the Commission with the supporting evidence within six calendar months from the first day of February, 1929;

(2) That the answer of the German Government to each claim presented shall, together with supporting evidence, be filed with the Commission within six calendar months from the date on which the claim is presented to the Commission, as provided for in paragraph 1;

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<sup>3</sup> 45 Stat. 254.

(3) That the subsequent progress of the claims before the Commission, including the submission of additional evidence and the filing of briefs, shall be governed by rules prescribed by the Commission, it being understood that both Governments are equally desirous of expediting the completion of the work of the Commission;

(4) That the preparation and adjudication of the claims shall be governed by the same legal principles as have so far been applied in the proceedings before the Mixed Claims Commission;

(5) That the President will recommend to the Congress that the one-half of one per cent. which the Secretary of the Treasury is authorized by the "Settlement of War Claims Act of 1928" to deduct from awards made by the Mixed Claims Commission before payment thereof to the claimants for application to the expenses of the United States incident to the adjudication of the claims, shall, in so far as regards the late claims, be made available to the German Government for defraying such expenses as may be incurred by that Government in connection with the adjudication of such late claims.

Upon the receipt from you of a note expressing the concurrence of your Government in the conditions outlined in paragraphs 1 to 5 inclusive, the agreement contemplated by paragraph (j) of Section 2 of the "Settlement of War Claims Act of 1928" will be regarded as consummated.

Accept, Excellency, the renewed assurances of my highest consideration.

FRANK B. KELLOGG

His Excellency

HEINRICH FRIEDRICH WILHELM VON PRITZWITZ UND GAFFRON  
*Ambassador of Germany*

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*The German Ambassador to the Secretary of State*

[TRANSLATION]

GERMAN EMBASSY  
*Washington, D.C., December 31, 1928*

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of Your Excellency's note of December 31, 1928, with reference to the adjudication of the late claims before the Mixed Claims Commission, United States and Germany.

In reply thereto I beg to express to Your Excellency the concurrence of my Government in the proposals for adjusting this matter, as outlined in paragraphs 1 to 5 inclusive of Your Excellency's note, and to inform you that my Government considers the agreement contemplated by subsection (j)

of Section 2 of the "Settlement of War Claims Act of 1928" as thus consummated.

Accept, Excellency, the renewed assurance of my highest consideration.

F. W. v. PRITTWITZ

His Excellency

The Secretary of State  
of the United States

Mr. FRANK B. KELLOGG  
*Washington, D.C.*

## EXCHANGE OF PUBLICATIONS

*Protocol and agreement signed at Berlin July 4, 1929*

*Notification of approval by German Ministry of the Interior received  
September 28, 1929*

*Approved by the Librarian of Congress October 24, 1929*

*Entered into force October 24, 1929*

*Not revived with Federal Republic of Germany*

Department of State files

### PROTOCOL

[TRANSLATION]

For the purpose of definitely arranging a government exchange of one complete set each of American and German official publications, James B. Childs, Chief of the Division of Documents of the Library of Congress, and Bibliothekerat Dr. Jürgens, in charge of the Reichstauschstelle im Reichsministerium des Innern, met in the Reichstauschstelle on July 4, 1929, on the basis of the following:

1. The proposition of the Library of Congress, March 1927, which was made available to the Reichstauschstelle through a communication of March 16, 1927, from the German Embassy, and further transmitted to the Reichsministerium des Innern with the communication of April 12, 1927, BR Nr. 27/1092, as well as

2. A proposed arrangement for final settlement concerning this government exchange submitted to the Reichsministerium des Innern by the Reichstauschstelle with the communication of June 4, 1929, after the various points had already been cleared up for the most part by correspondence during the previous two years.

The undersigned<sup>1</sup> combined their propositions into a proposal for an agreement in both English and German, submitted as a supplement herewith.

The undersigned will place the proposal for this agreement before the competent authorities of their Governments for approval, whereupon the text of the agreement will after approval on both sides become effective.

<sup>1</sup> James B. Childs signed for the United States and Dr. Jürgens for Germany.

Both parties have signed two copies of the protocol, and likewise for the sake of correctness two copies of the English text and two of the German.

BERLIN, July 4, 1929

AGREEMENT ABOUT THE EXCHANGE OF OFFICIAL PUBLICATIONS BETWEEN  
THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND GERMANY

The exchange of official publications between the United States of America and Germany, which was begun in 1874, shall be regulated in the future under the following terms:

1. The official exchange office on the part of Germany is the Reichstauschstelle in the Reichsministerium des Innern, in cooperation with the Amerika-Institut. The official exchange office on the part of the United States is the Smithsonian Institution.

2. The exchange sendings shall be received on behalf of Germany by the Reichstauschstelle im Reichsministerium des Innern; on behalf of the United States by the Library of Congress.

3. Germany will furnish regularly in one copy the official publications of the following ministries, offices and institutions—the following list not to be considered as a complete statement, but representing only the present status of government organizations of Germany; the addition of offices created in the future being reserved for special consideration:

- 1.) Reichstag.
- 2.) Reichswirtschaftsrat.
- 3.) Staatsgerichtshof für das Deutsche Reich.
- 4.) Reichskanzlei and the following subordinate offices:
  - a. Vereinigte Presseabteilung der Reichsregierung
  - b. Reichszentrale für Heimatdienst.
- 5.) Auswärtiges Amt.
- 6.) Reichsministerium des Innern and following subordinate offices:
  - a. Reichswahlleiter.
  - b. Reichsgesundheitsamt.
  - c. Kommissar der freiwilligen Krankenpflege.
  - d. Reichsstelle für das Auswanderungswesen.
  - e. Bundesamt für das Heimatwesen.
  - f. Chemisch-Technische Reichsanstalt.
  - g. Physikalisch-Technische Reichsanstalt.
  - h. Reichsanstalt für Erdbebenforschung.
  - i. Reichsarchiv.
  - j. Reichsamt für Landesaufnahme.
  - k. Filmprüfstelle.
  - l. Reichskommissar für Ueberwachung der öffentlichen Ordnung.
- 7.) Reichsfinanzministerium, and the following subordinate offices:
  - a. Reichsfinanzhof.
  - b. Reichsmonopolamt für Branntwein.
  - c. Reichsfinanzzeugamt.
  - d. Reichsentschädigungamt für Kriegsschäden.
  - e. Reichsauagleichsamt.

- 8.) Reichswirtschaftsministerium and the following subordinate offices:
  - a. Statistisches Reichsamt.
  - b. Reichsaufsichtsamt für Privatversicherung.
  - c. Reichswirtschaftsgericht und Kartellgericht.
  - d. Reichskohl enkommissar.
  - e. Reichskommissar für das Handwerk.
- 9.) Reichsarbeitsministerium, and the following subordinate offices:
  - a. Reichsversicherungsamt.
  - b. Reichsversorgungsgesetz.
  - c. Reichsarbeitsverwaltungsanstalt für Arbeitsvermittlung u. Arbeitslosenversicherung.
  - d. Reichsversicherungsanstalt für Angestellte.
- 10.) Reichsjustizministerium, and the following offices:
  - a. Reichsgericht.
  - b. Reichspatentamt.  
(with the exception of Patentschriften)
- 11.) Reichswehrministerium, and the following divisions of the ministry:
  - a. Heeresleitung.
  - b. Marineleitung.\*\*
- 12.) Reichspostministerium, and the following subordinate offices:
  - a. Oberpostdirektion Stuttgart, Berlin, Leipzig.\*\*
  - b. Telegraphentechnisches Reichsamt.
  - c. Reichsdruckerei.
- 13.) Reichsverkehrsministerium (including the Abteilungen für Wasserstrassen, Eisenbahn-, Luft- und Kraftfahrwesen), and the following subordinate offices:
  - a. Deutsche Seewarte in Hamburg.
  - b. Reichskommissariat für Seeschiffsvermessung.
  - c. Reichsoberseeamt.
- 14.) Reichsministerium für Ernährung und Landwirtschaft, and the following subordinate offices:
  - a. Deutsche wissenschaftliche Kommission für Meeresforschung.
  - b. Reichsausschuss für Ernährungsforschung.
  - c. Reichsforstwirtschaftsrat.
  - d. Biologische Reichsanstalt für Land- und Forstwirtschaft.
  - e. Forschungsinstitut für Agrar- und Seidlungswesen.
- 15.) Reichsministerium für die besetzten Gebiete.
- 16.) Rechnungshof des Deutschen Reichs.
- 17.) Deutsche Reichsbahngesellschaft.
- 18.) Reichsbank.

\*\*The Library of Congress waives the claim to the Admiralty charts.

\*\*The Library of Congress waives the claim to publications of purely local nature.

4. The United States will furnish regularly in one copy a full set of its official publications—the following list of departments, bureaus, offices, and institutions not to be considered as a complete statement, but representing only the present status of government organizations of the United States; the addition of offices created in the future being reserved for special consideration:

- 1.) Congress. (Publications include the Congressional Record, bound; the Journals, Documents, and Reports, bound, of both House of Representatives and the Senate; and all documents not bearing a Congressional number printed by order of either House.)

- 2.) Department of State. (Publications include Statutes at Large.)
- 3.) Department of Treasury, and the following subordinate offices:
  - a. Comptroller of Currency.
  - b. Treasurer of the United States.
  - c. Bureau of the Budget.
  - d. Commissioner of the Internal Revenue.
  - e. Director of the Mint.
  - f. Register of the Treasury.
  - g. Federal Farm Loan Bureau.
  - h. Bureau of Engraving and Printing.
  - i. Public Health Service, including Venereal Disease Division, and Hygienic Laboratory.
  - j. Coast Guard.
- 4.) Department of War, and the following subordinate offices:
  - a. Judge Advocate General.
  - b. Chief Signal Officer.
  - c. Engineer Department.
  - d. Medical Department.
  - e. Air Corps.
  - f. Adjutant General's Office.
  - g. Bureau of Insular Affairs.
  - h. Ordnance Department.
  - i. Militia Bureau.
  - j. Finance Department.
  - k. General Staff Corps.
  - l. Signal Office.
  - m. Military Academy.
  - n. Philippine Islands.
  - o. Porto Rico.
  - p. Westport Military Park Commission.
- 5.) Department of Justice.
- 6.) Post Office Department, and the following subordinate offices:
  - a. Money Order Division.
  - b. Postoffice Inspectors Division.
  - c. Accounts Bureau.
  - d. Railway Mail Service.
  - e. Rural Mails Division.
  - f. Foreign Mails Division.
  - g. Topography Division.
  - h. Postal Savings System.
  - i. Air Mail Service.
  - j. Purchase Agent.
- 7.) Department of the Navy, and the following subordinate offices:
  - a. Hydrographic Office.
  - b. Bureau of Navigation.
  - c. Bureau of Medicine and Surgery.
  - d. Naval Academy.
  - e. Naval War College.
  - f. Construction and Repair Bureau.
  - g. Marine Corps.
  - h. Supplies and Accounts Bureau.
  - i. Naval Operations Office.
  - j. Naval Intelligence Office.
  - k. Naval Communication Service.
  - l. Naval Yard Division.

- m. Nautical Almanac Office.
  - n. Aeronautics Bureau.
  - o. Yards and Docks Bureau.
  - p. Recruiting Bureau.
- 8.) Department of the Interior, and the following subordinate offices:
- a. General Land Office.
  - b. Office of Indian Affairs.
  - c. Bureau of Pensions.
  - d. Bureau of Education.
  - e. Geological Survey.
  - f. Bureau of Reclamation.
  - g. National Park Service.
  - h. Office of the Solicitor.
  - i. Alaska.
  - j. Columbia Institution of the Deaf.
  - k. Freedmen's Hospital.
  - l. Hawaii.
  - m. Howard University.
  - n. Indian Affairs Office.
  - o. Indian Commissioners Board.
- 9.) Department of Agriculture, and the following subordinate offices:
- a. Weather Bureau.
  - b. Forest Service.
  - c. Biological Survey.
  - d. Bureau of Public Roads.
  - e. Bureau of Agricultural Economics.
  - f. Office of Experiment Stations.
- 10.) Department of Commerce, and the following subordinate offices:
- a. Bureau of the Census.
  - b. Bureau of Foreign and Domestic Commerce.
  - c. Bureau of Standards.
  - d. Bureau of Fisheries.
  - e. Bureau of Lighthouses.
  - f. Coast and Geodetic Survey.
  - g. Bureau of Navigation.
  - h. Patent Office. (Drawings and Specifications of Patents are not included in the international exchange.)
  - i. Bureau of Mines.
  - j. Radio Service.
  - k. Steamboat Inspection Service.
- 11.) Department of Labor, and the following subordinate offices:
- a. Bureau of Labor Statistics.
  - b. Bureau of Immigration.
  - c. Children's Bureau.
  - d. Bureau of Naturalization.
  - e. Women's Bureau.
  - f. Employment Service.
- 12.) National Museum.
- 13.) Bureau of American Ethnology.
- 14.) Pan American Union.
- 15.) Inter-American Highway Commission. American Section.
- 16.) Interstate Commerce Commission.
- 17.) Civil Service Commission.
- 18.) Bureau of Efficiency.
- 19.) Federal Reserve Board.
- 20.) Federal Trade Commission.

- 21.) Board of Tax Appeals.
- 22.) Court of Claims.
- 23.) Court of Customs Appeals.
- 24.) Tariff Commission.
- 25.) Veterans' Bureau.
- 26.) Federal Board for Vocational Education.
- 27.) National Advisory Committee for Aeronautics.
- 28.) Library of Congress, including the Copyright Office.
- 29.) Government Printing Office.
- 30.) General Accounting Office.
- 31.) Geographic Board.
- 32.) Panama Canal.  
Health Department.  
Governor.
- 33.) Railroad Administration.
- 34.) Shipping Board.
- 35.) Smithsonian Institution.  
American Historical Association (including only publications printed by the  
Government Printing Office.)
- 36.) Board of Mediation.
- 37.) District of Columbia.
- 38.) National Home for Disabled Volunteer Soldiers.
- 39.) Arlington Memorial Amphitheatre, Commission of Erection of Memorials and  
Entombment of Bodies in.
- 40.) Federal Power Commission.
- 41.) Personnel Classification Board.

5. Confidential publications, blank forms and circular letters not of a public nature are to be excluded from this exchange on both sides. In doubtful cases the department concerned shall decide, whether the publications come within the categories to be excluded.

6. So far as offices, which at this time issue no publications, are mentioned in the agreement, there is the understanding, that publications issued in future by the offices, shall be furnished in one copy.

7. Each party to the agreement shall bear the railroad and other charges, arising in its own country; each sending office shall pay the ocean freight on outgoing shipments.

8. Both parties express their willingness, so far as possible to expedite shipments.

9. In case either party desires special series of publications sent by mail, the other party will attempt to comply so far as possible with the request.

10. This agreement is not concerned with the already existing exchange agreements between the various government departments, etc., of the two countries.

11. This agreement is drawn up in both English and German, and signed and the text in either language is equally valued.

BERLIN, *Juli 4. 1929*

## DEBT FUNDING

*Agreement and exchange of notes signed at Washington June 23,  
1930*

*Operative from September 1, 1929*

*Modified by agreement of May 26, 1932<sup>1</sup>*

Treasury Department print

### AGREEMENT

MADE THE 23RD DAY OF JUNE, 1930, AT THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, BETWEEN THE GOVERNMENT OF THE GERMAN REICH, HEREINAFTER CALLED GERMANY, PARTY OF THE FIRST PART, AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, HEREINAFTER CALLED THE UNITED STATES, PARTY OF THE SECOND PART.

WHEREAS, Germany is obligated under the provisions of the Armistice Convention signed November 11, 1918,<sup>2</sup> and of the Treaty signed at Berlin, August 25, 1921,<sup>3</sup> to pay to the United States the awards, and interest thereon, entered and to be entered in favor of the United States Government and its nationals by the Mixed Claims Commission, United States and Germany, established in pursuance of the Agreement of August 19, 1922;<sup>4</sup> and

WHEREAS, the United States is also entitled to be reimbursed for the costs of its Army of Occupation; and

WHEREAS, Germany having made and the United States having received payments in part satisfaction on account of these two obligations desire to make arrangements for the complete and final discharge of said obligations;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is agreed as follows:

1. *Amounts to be Paid.* (a) Germany shall pay and the United States shall accept in full satisfaction of all of Germany's obligations remaining on account of awards, including interest thereon, entered and to be entered by the Mixed Claims Commission, United States and Germany, the sum of 40,800,000 reichsmarks for the period of September 1, 1929, to March 31, 1930, and the sum of 40,800,000 reichsmarks per annum from April 1,

<sup>1</sup> *Post*, p. 225. For provisions concerning settlement of the obligations of the Federal Republic of Germany under the agreement of June 23, 1930, and deferral of settlement of other indebtedness under that agreement, see agreement of Feb. 27, 1953, for settlement of indebtedness of Germany for awards by the Mixed Claims Commission (4 UST 908; TIAS 2796).

<sup>2</sup> *Ante*, vol. 2, p. 9.

<sup>3</sup> TS 658, *ante*, p. 145.

<sup>4</sup> TS 665, *ante*, p. 149.

1930, to March 31, 1981. As evidence of this indebtedness, Germany shall issue to the United States at par, as of September 1, 1929, bonds of Germany, the first of which shall be in the principal amount of 40,800,000 reichsmarks, dated September 1, 1929, and maturing March 31, 1930, and each of the others of which shall be in the principal amount of 20,400,000 reichsmarks, dated September 1, 1929, and maturing serially on September 30, 1930, and on each succeeding March 31 and September 30 up to and including March 31, 1981. The obligations of Germany hereinabove set forth in this paragraph shall cease as soon as all of the payments contemplated by the Settlement of War Claims Act of 1928<sup>5</sup> have been completed and the bonds not then matured evidencing such obligations shall be canceled and returned to Germany.

(b) Germany shall pay and the United States shall accept in full reimbursement of the amounts remaining due on account of the costs of the United States Army of Occupation, the amounts set forth on the several dates fixed in the following schedule:

March 31—		September 30—	
1930	R. M. 25, 100, 000	1930	R. M. 12, 750, 000
1931	12, 750, 000	1931	12, 650, 000
1932	12, 650, 000	1932	12, 650, 000
1933	12, 650, 000	1933	9, 300, 000
1934	9, 300, 000	1934	9, 300, 000
1935	9, 300, 000	1935	9, 300, 000
1936	9, 300, 000	1936	9, 300, 000
1937	9, 300, 000	1937	8, 200, 000
1938	8, 200, 000	1938	8, 200, 000
1939	8, 200, 000	1939	9, 300, 000
1940	9, 300, 000	1940	9, 300, 000
1941	9, 300, 000	1941	12, 650, 000
1942	12, 650, 000	1942	12, 650, 000
1943	12, 650, 000	1943	12, 650, 000
1944	12, 650, 000	1944	12, 650, 000
1945	12, 650, 000	1945	12, 650, 000
1946	12, 650, 000	1946	12, 650, 000
1947	12, 650, 000	1947	12, 650, 000
1948	12, 650, 000	1948	12, 650, 000
1949	12, 650, 000	1949	17, 650, 000
1950	17, 650, 000	1950	17, 650, 000
1951	17, 650, 000	1951	17, 650, 000
1952	17, 650, 000	1952	17, 650, 000
1953	17, 650, 000	1953	17, 650, 000
1954	17, 650, 000	1954	17, 650, 000
1955	17, 650, 000	1955	17, 650, 000
1956	17, 650, 000	1956	17, 650, 000
1957	17, 650, 000	1957	17, 650, 000
1958	17, 650, 000	1958	17, 650, 000
1959	17, 650, 000	1959	17, 650, 000
1960	17, 650, 000	1960	17, 650, 000
1961	17, 650, 000	1961	17, 650, 000
1962	17, 650, 000	1962	17, 650, 000
1963	17, 650, 000	1963	17, 650, 000
1964	17, 650, 000	1964	17, 650, 000
1965	17, 650, 000	1965	17, 650, 000
1966	17, 650, 000		

<sup>5</sup> 45 Stat. 254.

As evidence of this indebtedness, Germany shall issue to the United States at par, as of September 1, 1929, bonds of Germany, dated September 1, 1929, and maturing on March 31, 1930, and on each succeeding September 30 and March 31 in the amounts and on the several dates fixed in the preceding schedule.

2. *Form of Bonds.* All bonds issued hereunder to the United States shall be payable to the Government of the United States of America and shall be signed for Germany by the Reichsschuldenverwaltung. The bonds issued for the amounts to be paid under Paragraph numbered 1 (a) of this Agreement shall be issued in 103 pieces with maturities and in denominations corresponding to the payments therein set forth and shall be substantially in the form set forth in "Exhibit A" hereto annexed and shall bear no interest, unless payment thereof is postponed pursuant to Paragraph numbered 5 of this Agreement. The bonds issued for the amounts to be paid under Paragraph numbered 1 (b) of this Agreement shall be issued in 73 pieces with maturities and in denominations corresponding to the payments therein set forth and shall be substantially in the form set forth in "Exhibit B" hereto annexed and shall bear no interest unless payment thereof is postponed pursuant to Paragraph numbered 5 of this Agreement.

3. *Method of Payment.* All bonds issued hereunder shall be payable both principal and interest, if any, at the Federal Reserve Bank of New York for credit in the general account of the Treasurer of the United States in funds immediately available on the date when payment is due in United States gold coin in an amount in dollars equivalent to the amount due in reichsmarks, at the average of the middle rates prevailing on the Berlin Bourse, during the half monthly period preceding the date of payment. Germany undertakes to have the Reichsbank certify to the Federal Reserve Bank of New York on the date of payment the rate of exchange at which the transfer shall be made. Germany undertakes for the purposes of this Agreement that the reichsmark shall have and shall retain its convertibility into gold or devisen as contemplated in Section 31 of the present Reichsbank law and that for these purposes the reichsmark shall have and shall retain a mint parity of 1/2790 kilogram of fine gold as defined in the German coinage law of August 30, 1924.

4. *Security.* The United States hereby agrees to accept the full faith and credit of Germany as the only security and guaranty for the fulfillment of Germany's obligations hereunder.

5. *Postponement of Payment.* Germany, at its option, upon not less than ninety days' advance notice in writing to the United States, may postpone any payment on account of principal falling due as hereinabove provided, to any subsequent September 30 or March 31 not more than two and one-half years distant from its due date, but only on condition that in case Germany shall at any time exercise this option as to any payment of principal, the two payments falling due in the next succeeding twelve months cannot

be postponed to any date more than two years distant from the date when the first payment therein becomes due unless and until the payments previously postponed shall actually have been made, and the two payments falling due in the second succeeding twelve months cannot be postponed to any date more than one year distant from the date when the first payment therein becomes due unless and until the payments previously postponed shall actually have been made, and further payments cannot be postponed at all unless and until all payments of principal previously postponed shall actually have been made. All payments provided for under Paragraph numbered 1 (a) of this Agreement so postponed shall bear interest at the rate of 5% per annum, payable semiannually, and all payments provided for under Paragraph numbered 1 (b) of this Agreement so postponed shall bear interest at the rate of 3 $\frac{3}{8}$ % per annum, payable semiannually.

6. *Payments before Maturity.* Upon not less than 90 days' advance notice in writing to the United States and the approval of the Secretary of the Treasury of the United States, Germany may, on March 31 or September 30 of any year, make advance payments on account of any bonds issued under this Agreement and held by the United States. Any such advance payments shall be applied to the principal of such bonds as may be indicated by Germany at the time of the payment.

7. *Exemption from Taxation.* The principal and interest, if any, of all bonds issued hereunder shall be paid without deduction for, and shall be exempt from, any and all taxes or other public dues, present or future, imposed by or under authority of Germany or any political or local taxing authority within Germany.

8. *Notices.* Any notice from or by Germany shall be sufficient if delivered to the American Embassy at Berlin or to the Secretary of the Treasury at the Treasury of the United States in Washington. Any notice, request or consent under the hand of the Secretary of the Treasury of the United States shall be deemed and taken as the notice, request or consent of the United States and shall be sufficient if delivered at the German Embassy at Washington or at the office of the German Ministry of Finance at Berlin. The United States in its discretion may waive any notice required hereunder, but any such waiver shall be in writing and shall not extend to or affect any subsequent notice or impair any right of the United States to require notice hereunder.

9. *Compliance with Legal Requirements.* Germany and the United States, each for itself, represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized, and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement have been completed as required by the laws of Germany and of the United States respectively and in conformity therewith.

10. *Counterparts.* This Agreement shall be executed in two counterparts, each of which shall be in the English and German languages, both texts having equal force and each counterpart having the force and effect of an original.

IN WITNESS WHEREOF, Germany has caused this Agreement to be executed on its behalf by its Ambassador Extraordinary and Plenipotentiary at Washington thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, with the approval of the President, pursuant to the Act of Congress approved June 5, 1930,<sup>6</sup> all on the day and year first above written.

THE GERMAN REICH

By

F. VON PRITZWITZ UND GAFFRON

*Ambassador Extraordinary and Plenipotentiary*

THE UNITED STATES OF AMERICA

By

A. W. MELLON

*Secretary of the Treasury*

Approved:

HERBERT HOOVER,  
*President*

EXHIBIT A

(Form of Bond)

THE GERMAN REICH

R. M. \_\_\_\_\_

No. \_\_\_\_\_

The German Reich, hereinafter called Germany, in consideration of the premises and the mutual covenants contained in an Agreement dated June 23, 1930, between it and the United States of America, hereby promises to pay to the Government of the United States of America, hereinafter called the United States, on \_\_\_\_\_, the sum of \_\_\_\_\_ Reichsmarks (R. M. \_\_\_\_\_). This bond is payable at the Federal Reserve Bank of New York in gold coin of the United States of America in an amount in dollars equivalent to the amount due in reichsmarks at the average of the middle rates prevailing on the Berlin Bourse during the half monthly period preceding the date of payment.

This bond is payable without deduction for, and is exempt from, any and all taxes and other public dues, present or future, imposed by or under authority of Germany or any political or local taxing authority within Germany.

This bond is issued pursuant to the provisions of paragraph numbered 1 (a) of an Agreement dated June 23, 1930, between Germany and the United States, to which Agreement this bond is subject and to which reference is hereby made.

In witness whereof, Germany has caused this bond to be executed on its behalf by The Reichsschuldenverwaltung and delivered at the City of Washington, District of Columbia,

<sup>6</sup> 46 Stat. 500.

by its Ambassador Extraordinary and Plenipotentiary at Washington, thereunto duly authorized, as of September 1, 1929.

FOR THE GERMAN REICH  
THE REICHSSCHULDENVERWALTUNG

By

*President*

*Member*

### EXHIBIT B

(Form of Bond)

#### THE GERMAN REICH

R. M. -----

No. -----

The German Reich, hereinafter called Germany, in consideration of the premises and the mutual covenants contained in an Agreement dated June 23, 1930, between it and the United States of America, hereby promises to pay to the Government of the United States of America, hereinafter called the United States, on -----, the sum of ----- Reichsmarks (R. M. -----). This bond is payable at the Federal Reserve Bank of New York in gold coin of the United States of America in an amount in dollars equivalent to the amount due in reichsmarks at the average of the middle rates prevailing on the Berlin Bourse during the half monthly period preceding the date of payment.

This bond is payable without deduction for, and is exempt from, any and all taxes and other public dues, present or future, imposed by or under authority of Germany or any political or local taxing authority within Germany.

This bond is issued pursuant to the provisions of paragraph numbered 1 (b) of an Agreement dated June 23, 1930, between Germany and the United States, to which Agreement this bond is subject and to which reference is hereby made.

In witness whereof, Germany has caused this bond to be executed on its behalf by The Reichsschuldenverwaltung and delivered at the City of Washington, District of Columbia, by its Ambassador Extraordinary and Plenipotentiary at Washington, thereunto duly authorized, as of September 1, 1929.

FOR THE GERMAN REICH  
THE REICHSSCHULDENVERWALTUNG

By

*President*

*Member*

#### EXCHANGE OF NOTES

NOTES EXCHANGED BETWEEN GERMANY AND THE UNITED STATES SIMULTANEOUSLY WITH THE EXECUTION OF THE AGREEMENT FOR THE COMPLETE AND FINAL DISCHARGE OF THE OBLIGATIONS OF GERMANY TO THE UNITED STATES WITH RESPECT TO THE AWARDS MADE BY THE MIXED CLAIMS COMMISSION, UNITED STATES AND GERMANY, AND FOR THE COSTS OF THE GOVERNMENT'S ARMY OF OCCUPATION

The German Government (The Government of the United States) has the honor to set forth its understanding of paragraph numbered 4 of the Agreement executed this day between the United States and Germany in the following sense:

(a) In respect of the acceptance by the United States of the full faith and credit of Germany as the only security and guaranty for the fulfillment of Germany's obligations under the Agreement, Germany will be in the same position as the principal debtors of the United States under the debt funding agreements which exist between them and the United States.

(b) Nothing contained therein shall be construed as requiring the United States to release any German property which it now holds other than as heretofore or hereafter authorized by the Congress of the United States.

The German Government (The Government of the United States) also desires to expressly recognize, so far as the Agreement executed this day between the United States and Germany is concerned, the prior rights of the holders of the bonds of the German External Loan as provided in the general bond securing the loan dated October 10, 1924.

Bonds numbered 1 in the amounts of R. M. 40,800,000 and R. M. 25,100,000 to be delivered under paragraphs numbered 1 (a) and 1 (b) respectively of the Agreement executed this day between the United States and Germany have been paid in full and when the bonds to be delivered by Germany under this Agreement are received by the United States, bonds numbered 1 will be canceled and marked "paid" and returned to the German Ambassador at Washington for delivery to the German Government.

The United States has received the sum of R. M. 6,800,000 and the sum of R. M. 4,250,000 on account of the bonds numbered 2 to be delivered under paragraphs numbered 1 (a) and 1 (b) respectively of the Agreement executed this day between the United States and Germany. The receipt of these amounts will be evidenced by an endorsement by the United States on the bonds on account of which the sums were received.

The Agreement executed this day between the United States and Germany is substituted for the direct arrangement providing for the realization by the United States of its 2½ per cent share in German payments under the Experts' Plan of 1924.

## EXTRADITION

*Treaty signed at Berlin July 12, 1930*

*Senate advice and consent to ratification January 22, 1931*

*Ratified by the President of the United States January 26, 1931*

*Ratified by Germany February 25, 1931*

*Ratifications exchanged at Washington March 26, 1931*

*Proclaimed by the President of the United States April 22, 1931*

*Entered into force April 26, 1931*

47 Stat. 1862; Treaty Series 836

The United States of America and Germany desiring to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice, between the two countries, and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America:

The Ambassador of the United States of America in Berlin

Mr. Frederic Moseley Sackett,

The German Reichspräsident:

the Secretary of State of the Foreign Office

Dr. Bernhard W. von Bülow

and

the Privy Counsellor in the Ministry of Justice

Dr. Wolfgang Mettgenberg.

Who after having communicated to each other their respective full powers, found to be in good and due form, have agreed upon and concluded the following articles:

### ARTICLE I

It is agreed that the Government of the United States and the Government of Germany shall, under conditions of reciprocity, upon requisition duly made as herein provided, deliver up to justice any person, who may be charged with, or may have been convicted of, any of the crimes or offenses specified in Article III of the present Treaty committed within the territorial jurisdiction of one of the High Contracting Parties, and who shall be found within the territories of the other; provided that such surrender shall take

place only upon such evidence of criminality, as according to the laws of the place where the fugitive or person so charged shall be found, would justify his commitment for trial if the crime or offense had been there committed.

The words "territorial jurisdiction" as used in this article mean territory, including territorial waters, belonging to or under the control of one of the High Contracting Parties, merchant vessels on and aircraft over the high seas and men of war wherever situated.

## ARTICLE II

Under the stipulations of this Treaty neither of the High Contracting Parties shall be bound to deliver up its own citizens.

## ARTICLE III

Persons shall be delivered up according to the provisions of the present Treaty, who shall have been charged with or convicted of any of the following crimes or offenses, but only if they are punishable as crimes or offenses by the laws of both countries applicable to the case:

1. Murder, including the crimes designated by the terms assassination, manslaughter and infanticide.
2. Willful assault resulting in grievous bodily harm.
3. Rape, immoral assault, incest, abortion, carnal knowledge of children under the age of twelve years.
4. Bigamy.
5. Arson.
6. Willful and unlawful destruction or obstruction of railroads, which endangers traffic.
7. Piracy.
8. Wrongfully sinking or destroying a vessel.
9. Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel.
10. Assault on board ship upon the high seas committed by a member of the crew upon an officer.
11. Breaking into and entering the house or the office of another with intent to commit a theft therein.
12. Robbery, defined to be the act of taking from the person of another goods or money by violence or by putting him in fear.
13. Blackmail or extortion by unlawful means.
14. Forgery or the utterance of forged papers.

15. The forgery or falsification of the official acts of the Government or public authority, including Courts of Justice, or the uttering or fraudulent use of any of such acts.

16. Any fraudulent making or altering or uttering of currency including banknotes; of titles or coupons of public debt, seals, stamps, dies or marks of State or public administrations, whatever means are employed; or the introduction into a country or the receiving or obtaining of counterfeit objects of the foregoing character with a view to uttering them and with knowledge that they are counterfeit; or the fraudulent making, receiving or obtaining of instruments or other articles peculiarly adapted for the counterfeiting or altering of objects of the foregoing character.

17. Embezzlement committed by public officers or depositaries, where the amount embezzled exceeds twenty-five dollars or one hundred reichsmarks.

18. Embezzlement by any person or persons hired, salaried or employed, to the detriment of their employers or principals, where the amount embezzled exceeds twenty-five dollars or one hundred reichsmarks.

19. Kidnapping, defined to be the abduction or detention of a person or persons, in order to exact money from them, their families or any other person or persons, or for any other unlawful end; abandonment of infants.

20. Larceny, defined to be the theft of effects, personal property or money of the value of twenty-five dollars or one hundred reichsmarks or more.

21. Obtaining money, valuable securities or other property by false pretences, where the amount of money or the value of the property so obtained or received exceeds twenty-five dollars or one hundred reichsmarks.

22. Perjury or subornation of perjury.

23. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any company or corporation, or by any one in a fiduciary position, where the amount of money or the value of the property misappropriated exceeds twenty-five dollars or one hundred reichsmarks.

24. Crimes and offenses against the laws of both countries for the suppression of slavery and slave trading.

25. Use of explosives so as to endanger human life or property.

26. Bribery.

27. Crimes or offenses against the bankruptcy laws.

28. Crimes or offenses against the laws for the suppression of the traffic in narcotics.

Extradition shall also take place for an attempt to commit, or for the participation in any of the crimes or offenses before mentioned as an accessory before or after the fact, including receiving any money, valuable securities, or other property knowing the same to have been unlawfully obtained but

only where the amount of money or the value of the property so received exceeds twenty-five dollars or one hundred reichsmarks.

#### ARTICLE IV

The provisions of the present Treaty shall not import a claim of extradition for any crime or offense of a political character, nor for acts connected with such crimes or offenses. However, a willful crime against human life except in battle or an open combat, shall in no case be deemed a crime of a political character, or an act connected with crimes or offenses of such a character.

#### ARTICLE V

In the country to which he has been surrendered, a person extradited under this Treaty shall not, without the consent of the government which surrendered him, be tried or punished or given up to a third government for a crime or offense committed previously to his extradition other than that which gave rise to the extradition, nor be restricted in his personal liberty for any reason existing previously to his extradition, unless he shall have been allowed one month to leave the country after having been discharged; and if he shall have been tried and condemned to punishment he shall be allowed one month after having suffered his penalty or having been pardoned. This exemption shall not be granted if the person surrendered, after leaving the country to which his extradition has been granted, there returns or is extradited to that country by a third government.

#### ARTICLE VI

A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, according to the laws of the country where the fugitive shall be found, the criminal is exempt from prosecution or punishment for the crime or offense for which the surrender is asked, or when his extradition is asked for the same crime or offense for which he has been tried, convicted or acquitted in that country, or so long as he is under prosecution for that crime or offense.

#### ARTICLE VII

If a fugitive criminal whose surrender may be claimed pursuant to the stipulations hereof, be actually under prosecution, out on bail, or in custody, otherwise than for the crime or offense for which his extradition has been sought, his extradition may be deferred until such proceedings be terminated, and until he shall have been set at liberty in due course of law.

#### ARTICLE VIII

If the extradition of a fugitive which is requested by one of the parties hereto, shall also be requested by one or more other governments, the sur-

rendering government shall be free to choose to which request it will give preference.

#### ARTICLE IX

Everything found in the possession of the fugitive criminal, whether being the proceeds of the crime or offense, or which may be material as evidence in making proof of the crime or offense, shall so far as practicable, according to the laws of the respective High Contracting Parties be delivered up with his person at the time of surrender. Nevertheless, the rights of a third party with regard to the articles referred to, shall be duly respected, and, upon the request of the Government which has delivered up such articles, they shall be returned to that Government, provided that a reservation to that effect shall have been made at the time of delivery.

#### ARTICLE X

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the High Contracting Parties. In the event of the absence of such agents from the country or its seat of government, or where extradition is sought from territory referred to in Article I, other than the United States or Germany, requisitions may be made by superior consular officers.

The arrest of the fugitive shall be brought about in accordance with the laws of the party to which the request is made, and if, after an examination, it shall be decided, according to the law and the evidence, that extradition is due, pursuant to this Treaty, the fugitive shall be surrendered according to the forms of law prescribed in such cases.

If the fugitive criminal shall have been convicted of the crime or offense for which his surrender is asked, a copy of the sentence following such conviction, duly authenticated, shall be produced. If, however, the fugitive is merely charged with a crime or offense, a duly authenticated copy of the warrant of arrest in the country where the crime or offense was committed shall be produced, together with the depositions upon which such warrant may have been issued, or such other evidence or proof as may be deemed competent in the case, or both.

The person provisionally arrested shall be released, unless within one month from the date of arrest in Germany, or from the date of commitment in the United States, the formal requisition for surrender with the documentary proofs hereinbefore prescribed be made as aforesaid by the diplomatic agent of the demanding government or, in his absence, by a consular officer thereof. However, each government agrees that, upon the request of the other government, it will address to the competent authorities an application for the extension of the time thus limited so as to allow an additional month for the purposes indicated and nothing herein contained shall be construed to prevent the granting of such an application.

## ARTICLE XI

The expense of transportation of the fugitive shall be borne by the government which has preferred the demand for extradition. The appropriate legal officers of the country where the proceedings of extradition are had, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every legal means within their power; and no claim other than for the board and lodging of a fugitive prior to his surrender, arising out of the arrest, detention, examination and surrender of fugitives under this treaty shall be made against the government demanding the extradition; provided, however, that any officer or officers of the surrendering government giving assistance, who shall, in the usual course of their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

## ARTICLE XII

The present treaty shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods and shall take effect one month after the exchange of ratifications which shall take place at Washington as soon as possible.

## ARTICLE XIII

The present treaty shall remain in force for a period of ten years, and in case neither of the High Contracting Parties shall have given notice one year before the expiration of that period of its intention to terminate the treaty, it shall continue in force until the expiration of one year from the date on which such notice of termination shall be given by either of the High Contracting Parties.

IN WITNESS WHEREOF the above named Plenipotentiaries have signed the present treaty and have hereunto affixed their seals.

DONE in duplicate in the English and German languages at Berlin this 12th day of July 1930.

FREDERIC MOSELEY SACKETT [SEAL]

BERNHARD W. VON BULOW [SEAL]

WOLFGANG METTGENBERG [SEAL]

## CUSTOMS INSPECTION ON THE HIGH SEAS

*Exchange of notes at Berlin August 27 and September 5, 1931*

*United States notified of German ratification August 17, 1933*

*Entered into force August 31, 1933*

*Not revived with Federal Republic of Germany*

Department of State files

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

FOREIGN OFFICE

W. 3409

BERLIN, *August 27, 1931*

MR. AMBASSADOR:

Following up the conversations between the Foreign Office and the Embassy of the United States of America concerning the customs inspection of travelers and their baggage on board German and American ocean liners on the high seas, I have the honor to recapitulate the results on which the Reich Government and the Government of the United States of America have agreed, as follows:

The German Reich and the United States of America agree that customs inspection of passengers and their baggage on vessels flying the flag of one of the parties and approaching the port of the other party may be carried out by the customs officers of the last named party on the high seas, before the ships enter the territorial waters of this party. The legal provisions which would apply if customs inspection of passengers and their baggage were attended to in the harbor, apply on the ships mentioned; from the beginning of customs inspection, the customs officers may undertake all official acts, serving to carry out these provisions, in the same degree and with the same effect as in the harbor itself.

This agreement may be terminated by each of the two Governments on three months written notice.

The Agreement is subject to ratification by Germany. It goes into effect 14 days after the day on which the delivery of the German ratification document to the Embassy of the United States of America in Berlin has taken place.

Accept, Mr. Ambassador, the assurance of my highest consideration.

CURTIUS

His Excellency  
The Ambassador of the United States of America,  
Mr. SACKETT,  
*Berlin.*

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*The American Ambassador to the Minister of Foreign Affairs*

No. 576

BERLIN, *September 5, 1931*

EXCELLENCY:

With reference to the conversations between members of this Embassy and the Ministry of Foreign Affairs concerning customs inspection of passengers and their baggage on board American and German ships on the high seas, I have the honor, in reply to your note of August 27, 1931, to confirm as follows the results which have been agreed upon between my Government and that of Your Excellency.

The United States and Germany agree that customs inspection of passengers and their baggage on vessels flying the flag of one of the parties approaching a port of the other may be carried out on the high seas by customs officials of the latter before such vessels enter its territorial waters. From the time that customs inspection begins the legal provisions that would apply if the customs inspection of the passengers and their baggage were attended to in the harbor apply on the ships in question; from the beginning of customs inspection the customs officers may employ all the official acts necessary for the execution of these provisions in the same degree and with the same effect as in the harbor itself. This agreement may be terminated on three months' written notice by either party.

It is understood that the agreement is subject to ratification by Germany and that it goes into effect 14 days after the day on which the delivery of the German ratification document to this Embassy has taken place.

I avail myself of this opportunity to extend to Your Excellency the renewed assurance of my highest consideration.

FREDERIC M. SACKETT

His Excellency  
Dr. JULIUS CURTIUS,  
*Minister for Foreign Affairs,*  
*Berlin.*

## RECOGNITION OF LOAD-LINE CERTIFICATES

*Exchange of notes at Berlin September 11 and December 16, 1931*

*Entered into force December 16, 1931*

*Terminated December 6, 1933*<sup>1</sup>

47 Stat. 2695; Executive Agreement Series 31

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Berlin, September 11, 1931*

No. 585

### EXCELLENCY:

I have the honor to refer to previous correspondence and in particular to Note Verbale 5 845/31, of March 4, 1931, from the Ministry of Foreign Affairs wherein the statement was made that the Government of Germany was prepared to accept the American "Regulations for the Establishment of Load Lines for Merchant Vessels of 250 Gross Tons or over when engaged in a Foreign Voyage by Sea" as equally effective with the German regulations similar thereto and to conclude a reciprocal agreement as well as a temporary reciprocal agreement governing the acceptance by each Government of the regulations of the other.

I now beg to inform Your Excellency that the competent executive authorities of the Government of the United States have examined the German rules and tables of freeboard, which were submitted with the Note under reference, and have found them to be as effective as the United States load line regulations. I am further directed to state, in regard to the reciprocal agreement concerning the acceptance of the mutual regulations, which agreement will remain effective pending the coming into force of the international load line convention in the two countries, that my Government understands that the Governments of the United States and Germany will each recognize as equivalent the load line marks and the certificates of such marking of merchant vessels of the other: provided, that the load line marks are in accordance with the load line certificates; that the hull or superstructure of the vessel certificated has not been so materially altered since the issuance

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<sup>1</sup> Upon entry into force for the United States and Germany of convention of July 5, 1930 (TS 858, *ante*, vol. 2, p. 1076).

of the certificate as to affect the calculations on which the load line was based, and that alterations have not been made so that the—

- (1) Protection of openings,
- (2) Guard Rails,
- (3) Freeing Ports,
- (4) Means of Access to Crews Quarters

have made the vessel manifestly unfit to proceed to sea without danger to human life.

I have the further honor to inform Your Excellency that it will be understood by the Government of the United States that, upon receipt of a note from Your Excellency expressing the German Government's concurrence in my Government's understanding, as above set forth, the agreement will become effective.

I avail myself of this opportunity to extend to Your Excellency the renewed assurance of my highest consideration.

FREDERIC M. SACKETT

HIS EXCELLENCY,  
 DR. JULIUS CURTIUS,  
*Minister for Foreign Affairs,*  
*Berlin.*

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*The Under Secretary of State for Foreign Affairs to the American  
 Ambassador*

[TRANSLATION]

FOREIGN OFFICE  
 S 5270

BERLIN, *December 16, 1931*

MR. AMBASSADOR:

In reply to your communication No. 585 of September 11, 1931, relative to the conclusion of an agreement between Germany and the United States of America concerning mutual recognition of the load-line regulations of the other country, I have the honor to inform Your Excellency as follows:

Since the German "Regulations of the See-Berufsgenossenschaft (Maritime Cooperative Association) Governing the Freeboard of Steamers and Sailing Vessels on Long Voyages and Atlantic Voyages as well as Extended Coasting Navigation" and the corresponding "Regulations for the Establishment of Load Lines for Merchant Vessels of 250 Gross Tons or Over When Engaged in a Foreign Voyage by Sea" of the United States of America, have been examined by both parties and recognized as equivalent, the Government of the Reich agrees to the conclusion of a reciprocal agreement governing the acceptance by each Government of the freeboard regulations of the other,

the load-line marks, and the certificates of such marking of merchant vessels, this agreement to be effective beginning to-day until the international convention governing the freeboard of merchant vessels becomes effective in both countries: provided, that the load-line marks are in accordance with the load-line certificates; that the hull or superstructure of the vessel certificated has not been so materially altered since the issuance of the certificate as to affect the calculations on which the load line was based; and that alterations have not been made so that the

- (1) Protection of openings
- (2) Guard rails
- (3) Freeing ports
- (4) Means of access to crew's quarters

have made the vessel manifestly unfit to put to sea without danger to human life.

I take this opportunity to express to you, Mr. Ambassador, my highest consideration.

BÜLOW

His Excellency,

The Ambassador of the United States of America,  
Mr. FREDERIC M. SACKETT

## DEBT FUNDING

*Agreement signed at Washington May 26, 1932, modifying agreement of June 23, 1930<sup>1</sup>  
Operative from July 1, 1931*

Treasury Department print

### AGREEMENT

MADE THE 26TH DAY OF MAY, 1932, AT THE CITY OF WASHINGTON, DISTRICT OF COLUMBIA, BETWEEN THE GOVERNMENT OF THE GERMAN REICH, HEREINAFTER CALLED GERMANY, PARTY OF THE FIRST PART, AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, HEREINAFTER CALLED THE UNITED STATES, PARTY OF THE SECOND PART.

WHEREAS, under the terms of the debt funding agreement between Germany and the United States, dated June 23, 1930,<sup>2</sup> there is payable by Germany to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of bonded indebtedness of Germany to the United States on account of the costs of the American Army of Occupation, the aggregate amount of 25,300,000 Reichsmarks; and

WHEREAS, the Secretary of the Treasury, with approval of the President, is authorized to make on behalf of the United States an agreement, relating to costs of the American Army of Occupation, with Germany on the terms hereinafter set forth, to postpone the payment of the amount payable by Germany to the United States during such year in respect of its bonded indebtedness to the United States on account of the American Army of Occupation;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. Payment of the amount of 25,300,000 Reichsmarks payable by Germany to the United States during the fiscal year beginning July 1, 1931 and

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<sup>1</sup> See footnote 1, *ante*, p. 207.

<sup>2</sup> *Ante*, p. 207.

ending June 30, 1932, in respect of the bonded indebtedness of Germany to the United States on account of the costs of the American Army of Occupation, according to the terms of the agreement of June 23, 1930, above mentioned, is hereby postponed so that such amount, together with interest thereon at the rate of 4 per centum per annum from July 1, 1933, shall be paid by Germany to the United States in ten equal annuities of 3,058,098.90 Reichsmarks each, payable in equal semiannual installments on September 30 and March 31 of each fiscal year beginning with the fiscal year July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. The bonds numbered 4-B and 5-B, dated September 1, 1929, maturing on September 30, 1931 and March 31, 1932, respectively, in the principal amount of 12,650,000 Reichsmarks each, and delivered by Germany to the United States under the agreement of June 23, 1930, shall be retained by the United States until the annuities due under this Agreement shall have been paid.

2. Except so far as otherwise expressly provided in this Agreement, the provisions of the agreement of June 23, 1930, between Germany and the United States, relating to costs of the American Army of Occupation, shall remain in all respects in full force and effect. The payment of annuities under this Agreement shall be subject to the same terms and conditions as the payments under the agreement of June 23, 1930, above mentioned. The proviso in paragraph 5 of the agreement of June 23, 1930, authorizing the postponement of payments on account of principal, shall not apply to annuities payable under this Agreement. Nothing in this Agreement shall be construed as to affect in any respect other provisions of the agreement of June 23, 1930.

3. Germany and the United States, each for itself, represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized and that all acts, conditions, and legal formalities which should have been completed prior to the execution of this Agreement have been completed as required by the laws of Germany and the United States, respectively, and in conformity therewith. It is understood, however, that this Agreement is subject to ratification by Germany.

4. This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF, Germany has caused this Agreement to be executed on its behalf by its Ambassador Extraordinary and Plenipotentiary at Washington, thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the

Treasury, with the approval of the President, pursuant to a Joint Resolution of Congress approved December 23, 1931,<sup>3</sup> all on the day and year first above written.

## THE GERMAN REICH

By

FRIEDRICH W. VON PRITZWITZ UND GAFFRON  
*Ambassador Extraordinary and Plenipotentiary*

## THE UNITED STATES OF AMERICA

By

OGDEN L. MILLS,  
*Secretary of the Treasury*

Approved:

HERBERT HOOVER,  
*President*

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<sup>3</sup> 47 Stat. 3.

## AIR NAVIGATION

*Exchange of notes at Berlin May 27, 30, and 31, 1932, with text of arrangement*

*Entered into force June 1, 1932*

*Superseded by ICAO convention of December 7, 1944,<sup>1</sup> and air services transit agreement of December 7, 1944<sup>2</sup>*

47 Stat. 2721; Executive Agreement Series 38

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Berlin, May 27, 1932*

No. 797

EXCELLENCY:

I have the honor to communicate to Your Excellency the text of the arrangement between the United States of America and Germany, on the subject of air navigation, as understood by me to have been agreed to in the negotiations which have just been concluded between the Embassy and your Ministry, as follows:

### AIR NAVIGATION ARRANGEMENT BETWEEN GERMANY AND THE UNITED STATES OF AMERICA

#### ARTICLE 1

Pending the conclusion of a convention between Germany and the United States of America on the subject of air navigation, the operation of civil aircraft of the one country in the other country shall be governed by the following provisions.

#### ARTICLE 2

The present arrangement shall apply to Germany and to Continental United States of America, exclusive of Alaska, including the adjacent territorial waters of the two countries.

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<sup>1</sup> TIAS 1591, *ante*, vol. 3, p. 944.

<sup>2</sup> EAS 487, *ante*, vol. 3, p. 916.

## ARTICLE 3

The term aircraft with reference to one or the other Party to this arrangement shall be understood to mean civil aircraft, including state aircraft used exclusively for commercial purposes, duly registered in the territory of such Party.

## ARTICLE 4

Each of the Parties undertakes to grant liberty of passage above its territory in time of peace to the aircraft of the other Party, provided that the conditions set forth in the present arrangement are observed.

It is, however, agreed that the establishment and operation of regular air routes by an air transport company of one of the Parties within the territory of the other Party or across the said territory, with or without intermediary landing, shall be subject to the prior consent of the other Party given on the principle of reciprocity and at the request of the Party whose nationality the air transport company possesses.

## ARTICLE 5

The aircraft of each of the Parties to this arrangement, their crews and passengers, shall, while within the territory of the other Party, be subject to the general legislation in force in that territory, as well as the regulations in force therein relating to air traffic in general, to the transport of passengers and goods and to public safety and order in so far as these regulations apply to all foreign aircraft, their crews and passengers.

Each of the Parties to this arrangement shall permit the import or export of all merchandise which may be legally imported or exported and also the carriage of passengers, subject to any customs, immigration and quarantine restrictions, into or from their respective territories in the aircraft of the other Party, and such aircraft, their passengers and cargoes, shall enjoy the same privileges as and shall not be subjected to any other or higher duties or charges than those which the aircraft of the country, imposing such duties or charges, engaged in international commerce, and their cargoes and passengers, or the aircraft of any foreign country likewise engaged, and their cargoes and passengers, enjoy or are subjected to.

Each of the Parties to this arrangement may reserve to its own aircraft air commerce between any two points neither of which is in a foreign country. Nevertheless the aircraft of either Party may proceed from any aerodrome in the territory of the other Party which they are entitled to use to any other such aerodrome either for the purpose of landing the whole or part of their cargoes or passengers or of taking on board the whole or part of their cargoes or passengers, provided that such cargoes are covered by through bills of lading, and such passengers hold through tickets, issued respectively for a journey whose starting place and destination both are not points between which air com-

merce has been duly so reserved, and such aircraft, while proceeding as aforesaid, from one aerodrome to another, shall, notwithstanding that such aerodromes are points between which air commerce has been duly reserved, enjoy all the privileges of this arrangement.

#### ARTICLE 6

Each of the Parties to this arrangement shall have the right to prohibit air traffic over certain areas of its territory, provided that no distinction in this matter is made between its aircraft engaged in international commerce and the aircraft of the other Party likewise engaged. The areas above which air traffic is thus prohibited by either Party must be notified to the other Party.

Each of the Parties reserves the right under exceptional circumstances in time of peace and with immediate effect temporarily to limit or prohibit air traffic above its territory on condition that in this respect no distinction is made between the aircraft of the other Party and the aircraft of any foreign country.

#### ARTICLE 7

Any aircraft which finds itself over a prohibited area shall, as soon as it is aware of the fact, give the signal of distress prescribed in the Rules of the Air in force in the territory flown over and shall land as soon as possible at an aerodrome situated in such territory outside of but as near as possible to such prohibited area.

#### ARTICLE 8

All aircraft shall carry clear and visible nationality and registration marks whereby they may be recognized during flight. In addition, they must bear the name and address of the owner.

All aircraft shall be provided with certificates of registration and of airworthiness and with all the other documents prescribed for air traffic in the territory in which they are registered.

The members of the crew who perform, in an aircraft, duties for which a special permit is required in the territory in which such aircraft is registered, shall be provided with all documents and in particular with the certificates and licenses prescribed by the regulations in force in such territory.

The other members of the crew shall carry documents showing their duties in the aircraft, their profession, identity and nationality.

The certificate of airworthiness, certificates of competency and licenses issued or rendered valid by one of the Parties to this arrangement in respect of an aircraft registered in its territory or of the crew of such aircraft shall have the same validity in the territory of the other Party as the corresponding documents issued or rendered valid by the latter.

Each of the Parties reserves the right for the purpose of flight within its own territory to refuse to recognize certificates of competency and licenses issued to nationals of that Party by the other Party.

#### ARTICLE 9

Aircraft of either of the Parties to this arrangement may carry wireless apparatus in the territory of the other Party only if a license to install and work such apparatus shall have been issued by the competent authorities of the Party in whose territory the aircraft is registered. The use of such apparatus shall be in accordance with the regulations on the subject issued by the competent authorities of the territory within whose air space the aircraft is navigating.

Such apparatus shall be used, only by such members of the crew as are provided with a special license for the purpose issued by the Government of the territory in which the aircraft is registered.

The Parties to this arrangement reserve respectively the right, for reasons of safety, to issue regulations relative to the obligatory equipment of aircraft with wireless apparatus.

#### ARTICLE 10

No arms of war, explosives of war, or munitions of war shall be carried by aircraft of either Party above the territory of the other Party or by the crew or passengers, except by permission of the competent authorities of the territory within whose air space the aircraft is navigating.

#### ARTICLE 11

Upon the departure or landing of any aircraft each Party may within its own territory and through its competent authorities search the aircraft of the other Party and examine the certificates and other documents prescribed.

#### ARTICLE 12

Aerodromes open to public air traffic in the territory of one of the Parties to this arrangement shall in so far as they are under the control of the Party in whose territory they are situated be open to all aircraft of the other Party, which shall also be entitled to the assistance of the meteorological services, the wireless services, the lighting services and the day and night signalling services, in so far as the several classes of services are under the control of the Party in whose territory they respectively are rendered. Any scale of charges made, namely, landing, accommodation or other charge, with respect to the aircraft of each Party in the territory of the other Party, shall in so far as such charges are under the control of the Party in whose territory they are made be the same for the aircraft of both Parties.

## ARTICLE 13

All aircraft entering or leaving the territory of either of the Parties to this arrangement shall land at or depart from an aerodrome open to public air traffic and classed as a customs aerodrome at which facilities exist for enforcement of immigration regulations and clearance of aircraft, and no intermediary landing shall be effected between the frontier and the aerodrome. In special cases the competent authorities may allow aircraft to land at or depart from other aerodromes, at which customs, immigration and clearance facilities have been arranged. The prohibition of any intermediary landing applies also in such cases.

In the event of a forced landing outside the aerodromes, referred to in the first paragraph of this article, the pilot of the aircraft, its crew and the passengers shall conform to the customs and immigration regulations in force in the territory in which the landing has been made.

Aircraft of each Party to this arrangement are accorded the right to enter the territory of the other Party subject to compliance with quarantine regulations in force therein.

The Parties to this arrangement shall exchange lists of the aerodromes in their territories designated by them as ports of entry and departure.

## ARTICLE 14

Each of the Parties to this arrangement reserves the right to require that all aircraft crossing the frontiers of its territory shall do so between certain points. Subject to the notification of any such requirements by one Party to the other Party, and to the right to prohibit air traffic over certain areas as stipulated in Article 7, the frontiers of the territories of the Parties to this arrangement may be crossed at any point.

## ARTICLE 15

As ballast, only fine sand or water may be dropped from an aircraft.

## ARTICLE 16

No article or substance, other than ballast, may be unloaded or otherwise discharged in the course of flight unless special permission for such purpose shall have been given by the authorities of the territory in which such unloading or discharge takes place.

## ARTICLE 17

Whenever questions of nationality arise in carrying out the present arrangement, it is agreed that every aircraft shall be deemed to possess the nationality of the Party in whose territory it is duly registered.

## ARTICLE 18

The Parties to this arrangement shall communicate to each other the regulations relative to air traffic in force in their respective territories.

## ARTICLE 19

The present arrangement shall be subject to termination by either Party upon sixty days notice given to the other Party or by the enactment by either Party of legislation inconsistent therewith.

I shall be glad to have Your Excellency inform me whether the text of the arrangement herein set forth is as agreed to by your Government. If so, it is suggested that it be understood that the arrangement will come into force on June 1, 1932.

Accept, Excellency, the renewed assurance of my highest consideration.

FREDERIC M. SACKETT

His Excellency

Dr. HEINRICH BRÜNING,  
*Minister of Foreign Affairs,*  
*Berlin.*

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*The Under Secretary of State for Foreign Affairs  
to the American Ambassador*

[TRANSLATION]

FOREIGN OFFICE  
II F 1049

BERLIN, *May 27, 1932*

MR. AMBASSADOR:

I have the honor to communicate to Your Excellency herewith the text of the arrangement between the German Reich and the United States of America governing air navigation as it was arrived at in the negotiations between the Embassy of the United States of America and the Foreign Office. It reads:

[For text of arrangement, see p. 228]

I would be grateful if Your Excellency would inform me whether the text of the arrangement in the above form meets with the approval of your Government. If so, I venture to assume concurrence that the arrangement shall go into effect on June 1, 1932.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurance of my highest consideration.

VON BÜLOW

His Excellency

*The Ambassador of the United States of America*  
Mr. SACKETT

*The Under Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

FOREIGN OFFICE  
II F 1269, I

BERLIN, *May 30, 1932*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's two communications of May 27—Nos. 797 and 798<sup>3</sup>—and to state that the text given therein of the arrangement between Germany and the United States of America governing air traffic and the reciprocal acceptance of certificates of airworthiness for aircraft imported from the other country as merchandise, meets with the approval of the German Government. There is agreement in opinion that the two arrangements shall go into effect on June 1, 1932.

I avail myself of this occasion to renew to you, Mr. Ambassador, the assurance of my highest consideration.

B. W. VON BÜLOW

His Excellency

*The Ambassador of the United States of America*

Mr. SACKETT.

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*The American Ambassador to the Minister of Foreign Affairs*

No. 800

BERLIN, *May 31, 1932*

EXCELLENCY:

Adverting to your two Notes, both numbered II F 1049, of May 27, 1932, communicating to me the texts of the arrangements between the United States of America and Germany, on the subjects of air navigation and the acceptance by the one country of certificates of airworthiness for aircraft imported from the other country as merchandise, I have the honor to advise you that the texts of the arrangements therein set forth are as agreed to by my Government and that it is understood that the arrangements will come into force on June 1, 1932.

Accept, Excellency, the renewed assurance of my highest consideration.

FREDERIC M. SACKETT

His Excellency

Dr. HEINRICH BRÜNING,

*Minister of Foreign Affairs,  
Berlin.*

## CERTIFICATES OF AIRWORTHINESS

*Exchange of notes at Berlin May 27, 30, and 31, 1932, with text of arrangement*

*Entered into force June 1, 1932*

*Made obsolete by agreement of December 11, 1958*<sup>1</sup>

47 Stat. 2732; Executive Agreement Series 39

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Berlin, May 27, 1932*

No. 798

### EXCELLENCY:

I have the honor to communicate to Your Excellency the text of the arrangement between the United States of America and Germany, providing for the acceptance by the one country of certificates of airworthiness for aircraft imported from the other country as merchandise, as understood by me to have been agreed to in the negotiations which have just been concluded between the Embassy and your Ministry, as follows:

AN ARRANGEMENT BETWEEN GERMANY AND THE UNITED STATES OF AMERICA PROVIDING FOR THE ACCEPTANCE BY THE ONE COUNTRY OF CERTIFICATES OF AIRWORTHINESS FOR AIRCRAFT IMPORTED FROM THE OTHER COUNTRY AS MERCHANDISE

1. The present arrangement applies to civil aircraft constructed in Germany and exported to Continental United States of America, exclusive of Alaska; and to civil aircraft constructed in Continental United States of America, exclusive of Alaska, and exported to Germany.

2. The same validity shall be conferred on certificates of airworthiness issued by the competent authorities of the German Government for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that in each case a certificate of airworthiness for export has also been issued by the authorities of the German Government for the individual aircraft and provided that certificates of airworthiness issued by the competent authorities

<sup>1</sup> 9 UST 1478; TIAS 4145.

in the United States for aircraft subsequently to be registered in Germany are similarly given the same validity as if they had been issued under the regulations in force on the subject in Germany.

3. The above arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes.

4. The present arrangement may be terminated by either Government on sixty days' notice given to the other Government. In the event, however, that either Government should be prevented by future action of its legislature from giving full effect to the provisions of this arrangement it shall automatically lapse.

I shall be glad to have Your Excellency inform me whether the text of the arrangement herein set forth is as agreed to by your Government. If so, it is suggested that it be understood that the arrangement will come into force on June 1, 1932.

Accept, Excellency, the renewed assurance of my highest consideration.

FREDERIC M. SACKETT

His Excellency

Dr. HEINRICH BRÜNING,  
*Minister of Foreign Affairs,*  
*Berlin.*

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*The Under Secretary of State for Foreign Affairs to the American  
Ambassador*

[TRANSLATION]

FOREIGN OFFICE  
II F 1049

BERLIN, *May 27, 1932*

MR. AMBASSADOR:

I have the honor to communicate to Your Excellency herewith the text of the arrangement between Germany and the United States of America governing the acceptance by the one country of certificates of airworthiness for aircraft imported from the other country as merchandise, as it was arrived at in the negotiations between the Embassy of the United States of America and the Foreign Office. It reads:

[For text of arrangement, see p. 235]

I would be grateful if Your Excellency would inform me whether the text of the arrangement in the above form meets with the approval of your Government. If so, I venture to assume concurrence that the arrangement shall go into effect on June 1, 1932.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurance of my highest consideration.

VON BÜLOW

His Excellency  
*The Ambassador of the United States of America*  
Mr. SACKETT

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*The Under Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

FOREIGN OFFICE  
II F 1269, 1

BERLIN, *May 30, 1932*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's two communications of May 27—Nos. 797<sup>2</sup> and 798—and to state that the text given therein of the arrangements between Germany and the United States of America governing air traffic and the reciprocal acceptance of certificates of airworthiness for aircraft imported from the other country as merchandise, meets with the approval of the German Government. There is agreement in opinion that the two arrangements shall go into effect on June 1, 1932.

I avail myself of this occasion to renew to you, Mr. Ambassador, the assurance of my highest consideration.

B. W. VON BÜLOW

His Excellency  
*The Ambassador of the United States of America*  
Mr. SACKETT

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*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Berlin, May 31, 1932*

No. 800

EXCELLENCY:

Adverting to your two Notes, both numbered II F 1049, of May 27, 1932, communicating to me the texts of the arrangements between the United States of America and Germany, on the subjects of air navigation

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<sup>2</sup> EAS 38, *ante*, p. 228.

and the acceptance by the one country of certificates of airworthiness for aircraft imported from the other country as merchandise, I have the honor to advise you that the texts of the arrangements therein set forth are as agreed to by my Government and that it is understood that the arrangements will come into force on June 1, 1932.

Accept, Excellency, the renewed assurance of my highest consideration.

FREDERIC M. SACKETT

His Excellency

Dr. HEINRICH BRÜNING,

*Minister of Foreign Affairs,  
Berlin.*

## VISA FEES

*Exchange of notes at Washington May 27 and 31, 1932*

*Entered into force June 10, 1932*

*Made obsolete by agreement of December 12 and 30, 1952, and January 9, 1953*<sup>1</sup>

Department of State files

*The German Ambassador to the Secretary of State*

[TRANSLATION]

GERMAN EMBASSY  
St. D. Fi 38

WASHINGTON, D.C.  
May 27, 1932

MR. SECRETARY OF STATE:

I have the honor respectfully to acknowledge receipt of your kind note of May 23rd of this year (No. 811.11101 Waivers/62) and to inform you in reply that my Government has agreed to the proposed mutual agreement concerning the collection of a clerical fee of \$0.50 for the execution of visas without fee, with the proviso that such clerical fee shall be collected by both parties also from the category of "non-immigrants in the sense of Section 3(3) of the Immigration Act of 1924."<sup>2</sup>

The German Government has likewise agreed to the wish expressed over the telephone that the agreement in question take effect on June 10, 1932.

Accept, Mr. Secretary of State, the renewed assurance of my high esteem.

F. VON PRITZWITZ

His Excellency

MR. HENRY L. STIMSON,  
*Secretary of State of the United States,*  
*Washington, D.C.*

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*The Secretary of State to the German Ambassador*

MAY 31, 1932

EXCELLENCY:

I have the honor to refer to the Embassy's note dated May 27, 1932 (File St. D. Fi 38), in reply to the Department's communication of May 23, 1932,

<sup>1</sup> 4 UST 126; TIAS 2771.

<sup>2</sup> 43 Stat. 153.

in which it was suggested that, in view of the proposal of the German Government to charge a fee of fifty cents of persons visiting Germany as non-immigrants, a new reciprocal arrangement be effected to replace the existing arrangement between the Governments of the United States and of Germany relative to the waiver of non-immigrant visa fees.

It is noted that the German Government has agreed to the reciprocal arrangement suggested in the Department's communication referred to above, with the proviso that a visa fee of fifty cents shall be charged by each Government in the case of citizens of the other country who are non-immigrants within the meaning of Subdivision (3) of Section 3 of the Immigration Act of 1924, as well as in the case of non-immigrants within the meaning of Subdivision (2) of the same Section, and that the new agreement shall be effective on and after June 10, 1932.

It is understood, therefore, that the German Government has agreed to the following reciprocal arrangement:

"The Governments of the United States of America and of Germany agree that the reciprocal arrangement entered into by the two Governments effective from September 1, 1925, for the waiver of visa fees in the case of citizens of either country desiring to visit the other as 'non-immigrants' as defined by Section 3 of the Immigration Act of the United States of 1924, shall be terminated on June 9, 1932.

"The Government of the United States will, on and after June 10, 1932, collect no fee for visaing passports or executing applications therefor in the case of citizens of Germany desiring to visit the United States (including the insular possessions) who are 'non-immigrants' under Subdivisions (1), (4) and (5) of Section 3 of the Immigration Act of the United States of 1924; namely,

- '(1) a government official, his family, attendants, servants and employees;
- '(4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory;
- '(5) a *bona fide* alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman;'

and from the same date the German Government will collect no fee for visaing passports or executing applications therefor in the case of citizens of the United States of like classes desiring to visit Germany.

"The Government of the United States will, on and after June 10, 1932, collect a fee of fifty cents for the issue of visas to citizens of Germany desiring to visit the United States (including the insular possessions) who are non-immigrants under Subdivisions (2) and (3) of Section 3 of the Immigration Act of the United States of 1924; namely,

'(2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure;

'(3) an alien in continuous transit through the United States;'

and from the same date the German Government will charge a fee of fifty cents of citizens of the United States of a similar class desiring to visit Germany."

The Department is pleased to inform the Embassy that the Government of the United States has agreed to the above arrangement, and that the necessary instructions are being sent to American diplomatic and consular officers abroad.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

WILBUR J. CARR

His Excellency

HERF FRIEDRICH W. VON PRITTWITZ UND GAFFRON,  
*Ambassador of Germany.*

# FRIENDSHIP, COMMERCE, AND CONSULAR RIGHTS

*Agreement signed at Washington June 3, 1935*

*Senate advice and consent to ratification August 24, 1935*

*Ratified by the President of the United States August 28, 1935*

*Ratified by Germany September 28, 1935*

*Ratifications exchanged at Berlin October 7, 1935*

*Entered into force October 14, 1935*

*Proclaimed by the President of the United States October 25, 1935*

*Terminated July 14, 1956, by treaty of October 29, 1954<sup>1</sup>*

49 Stat. 3258; Treaty Series 897

The undersigned duly authorized representatives of the United States of America and Germany on behalf of their respective Governments have reached the following Agreement:

## ARTICLE I

The second, third, fourth, sixth and seventh paragraphs of Article VII of the Treaty of Friendship, Commerce and Consular Rights between the United States of America and Germany signed December 8th, 1923,<sup>2</sup> shall cease to have force and effect on and after the day on which this Agreement comes into force.

## ARTICLE II

The present Agreement shall become operative on October 14th, 1935, and on and after that day shall have full force and effect as an integral part of the said Treaty of Friendship, Commerce and Consular Rights.

The present Agreement shall be ratified, and the ratifications thereof shall be exchanged at Berlin as soon as possible.

Done in duplicate, in the English and German languages, both authentic, at the city of Washington, this 3rd day of June, 1935.

CORDELL HULL [SEAL]

HANS LUTHER [SEAL]

<sup>1</sup> 7 UST 1839; TIAS 3593.

<sup>2</sup> TS 725, *ante*, p. 156.

# REPATRIATION AND HOSPITALIZATION OF PRISONERS OF WAR

*Exchange of notes at Washington March 4 and 30, 1942*

*Entered into force March 30, 1942*

*Obsolete*

56 Stat. 1507; Executive Agreement Series 255

*The Minister of Switzerland, in Charge of German Interests, to the Secretary  
of State*

LEGATION OF SWITZERLAND  
WASHINGTON, D.C.

DEPARTMENT OF  
GERMAN INTERESTS

The Minister of Switzerland, in charge of German Interests, presents his compliments to the Honorable the Secretary of State and has the honor to submit to him the following proposition received from the German Government:

“The United States as well as the German Government are signatories to the International Convention of July 27, 1929, regarding the treatment of prisoners of war<sup>1</sup> and of the Geneva Agreement of the same date for improvement of the fate of the sick and wounded of the armies in the field.<sup>2</sup>

Article 68 of the Convention regarding the treatment of prisoners of war provides for additional agreements between warring nations relating to impairment and sickness justifying the transport home or sheltering of prisoners of war in a neutral country. The Government of the German Reich proposes to the Government of the United States to enforce the Model Agreement attached to the Geneva Convention concerning direct repatriation and hospitalization in a neutral country of prisoners of war for reasons of health.<sup>3</sup> The German Government looks forward to the communication of the views of the American Government in this respect.

The German Armed Forces Information Service located at Hohenstaufenstrasse 47, Berlin W. 30, has received the necessary instructions to give infor-

<sup>1</sup> TS 846, *ante*, vol. 2, p. 932.

<sup>2</sup> TS 847, *ante*, vol. 2, p. 965.

<sup>3</sup> TS 846, *ante*, vol. 2, p. 961.

mation in regard to members of the American Armed Forces taken prisoners by Germany and to give particulars regarding such prisoners of war to the Legation of Switzerland designated by the American Government as protecting power as well as to the Central Information Office for Prisoners of War at Geneva.”

WASHINGTON, D.C.

March 4, 1942

To the Honorable

THE SECRETARY OF STATE

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*The Secretary of State to the Minister of Switzerland, in Charge of German Interests*

The Secretary of State presents his compliments to the Honorable the Minister of Switzerland in charge of German interests and has the honor, with reference to his note of March 4, 1942 submitting proposals from the German Government, to communicate the following:

The Government of the United States accepts the proposal of the Government of the German Reich to enforce the Model Agreement attached to the Geneva Convention concerning direct repatriation and hospitalization in a neutral country of prisoners of war for reasons of health.

The Government of the United States has taken note of the statement of the German Government to the effect that the German Armed Forces Information Service located at Hohenstaufenstrasse 47, Berlin W. 30, has received the necessary instructions to give information in regard to members of the American Armed Forces taken prisoners of war by Germany and to give particulars regarding such prisoners of war to the Legation of Switzerland designated by the American Government as Protecting Power as well as to the Central Information Office for Prisoners of War at Geneva.

The Prisoners of War Information Bureau established by the Government of the United States in the office of the Provost Marshal General of the United States Army will furnish to the Legation of Switzerland, designated by the German Government as Protecting Power, as well as to the Central Information Office for Prisoners of War at Geneva, particulars regarding members of the German Armed Forces taken prisoners by the United States.

In accordance with the declared intention of the United States to apply to civilian enemy alien internees the provisions of the Geneva Prisoner of War Convention to the fullest extent possible, the Civilian Internee Information Bureau in the office of the Provost Marshal General of the United

States Army is already transmitting to the Legation of Switzerland and to the Central Information Office at Geneva particulars regarding German civilians interned or temporarily detained by the United States.

DEPARTMENT OF STATE,  
*Washington,*  
*March 30, 1942*

## ECONOMIC COOPERATION

*Agreement signed at Paris July 9, 1948, for the United States and the French Zone of Occupation*

*Entered into force July 9, 1948*

*Replaced December 29, 1949, by agreement between the United States and the Federal Republic of Germany signed at Bonn December 15, 1949*<sup>1</sup>

62 Stat. 2251; Treaties and Other  
International Acts Series 1784

### ECONOMIC COOPERATION AGREEMENT BETWEEN THE FRENCH ZONE OF OCCUPATION OF GERMANY AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

#### PREAMBLE

The Government of the United States of America and  
The French Commander-in-Chief in Germany, acting on behalf of the  
French Zone of Occupation of Germany;

Recognizing that the restoration or maintenance in European countries  
of principles of individual liberty, free institutions, and genuine independence  
rests largely upon the establishment of sound economic conditions, stable  
international economic relationships and the achievement by the countries of  
Europe of a healthy economy independent of extraordinary outside  
assistance;

Recognizing that a strong and prosperous European economy is essential  
for the attainment of the purposes of the United Nations;

Considering that the achievement of such conditions calls for a European  
recovery plan of self-help and mutual cooperation, open to all nations which  
cooperate in such a plan, based upon a strong production effort, the expansion  
of foreign trade, the creation or maintenance of internal financial  
stability and the development of economic cooperation, including all possible  
steps to establish and maintain valid rates of exchange and to reduce  
trade barriers;

Considering that in furtherance of these principles the French Commander,  
on behalf of the French Zone, joined with like-minded nations in a Conven-

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<sup>1</sup> TIAS 2024, *post*, p. 286.

tion for European Economic Cooperation signed at Paris on April 16, 1948 under which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program, and that the French Zone is a member of the Organization for European Economic Cooperation created pursuant to the provisions of that Convention;

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act of 1948,<sup>2</sup> providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted efforts to become independent of extraordinary outside economic assistance;

Taking note that the French Commander has already expressed his adherence to the purposes and policies of the Economic Cooperation Act of 1948;

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America under the Economic Cooperation Act of 1948, the receipt of such assistance by the French Zone and the measures which the two Parties will take individually and together in furthering the recovery of the French Zone as an integral part of the joint program for European recovery;

Have agreed as follows:

#### ARTICLE I

##### (Assistance and Cooperation)

1. The Government of the United States of America undertakes to assist the French Zone, by making available to the French Commander or to any person, agency or organization designated by the latter such assistance as may be requested by him and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, conditions and termination provisions, of the Economic Cooperation Act of 1948, Acts amendatory and supplementary thereto and appropriation Acts thereunder, and will make available to the French Commander only such commodities, services and other assistance as are authorized to be made available by such Acts.

2. The French Commander, acting directly and through the Organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic conditions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery program to become independ-

<sup>2</sup> 62 Stat. 137.

ent of extraordinary outside economic assistance within the period of this Agreement. The French Commander reaffirms his intention to take action to carry out the provisions of the general obligations of the Convention for European Economic Cooperation, to continue to participate actively in the work of the Organization for European Economic Cooperation, and to continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948.

3. All assistance furnished by the Government of the United States of America to the French Zone pursuant to this Agreement shall constitute a claim against Germany. To the extent that expenditures are made from the Special Account established under Article IV of this Agreement for the purposes set forth in paragraphs 3 and 4 of that Article and for purposes not of direct benefit to the German economy, such claim against Germany shall be reduced in an amount commensurate with such expenditures. The proceeds of exports from all future production and stocks of the French Zone will be available in the first instance for payment for assistance made available pursuant to this Agreement at the earliest practicable time consistent with the rebuilding of the German economy on healthy, non-aggressive lines.

4. With respect to assistance furnished by the Government of the United States of America to the French Zone and procured from areas outside the United States of America, its territories and possessions, the French Commander will cooperate with the Government of the United States of America in ensuring that procurement will be effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country.

## ARTICLE II

### (General Undertakings)

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the French Commander will use his best endeavors to assure:

a) The adoption or maintenance of the measures necessary to ensure efficient and practical use of all the resources available to the French Zone, including

i) Such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement and, as far as practicable, with the general purposes outlined in the schedules furnished by the French Commander in support of the requirements of assistance to be furnished by the Government of the United States of America; and

ii) The observation and review of the use of such resources through an effective follow-up system approved by the Organization for European Economic Cooperation;

b) The promotion of industrial and agricultural production on a sound economic basis along healthy non-aggressive lines; the achievement of such production targets as may be established through the Organization for European Economic Cooperation; and when desired by the Government of the United States of America, the communication to that Government of detailed proposals for specific projects contemplated by the French Commander to be undertaken in substantial part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of coal, transportation facilities and food;

c) The stabilization of the currency, the establishment and maintenance of a valid rate of exchange, the balance of the governmental budgets as soon as practicable, the creation or maintenance of internal financial stability, and generally the restoration or maintenance of confidence in the monetary system; and

d) Cooperation with other participating countries in facilitating and stimulating an increasing interchange of goods and services among the participating countries and with other countries and in reducing public and private barriers to trade among the participating countries and with other countries.

2. Taking into account Article 8 of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the participating countries, the French Commander will accord sympathetic consideration to proposals, including proposals made in conjunction with the International Refugee Organization, directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The French Commander will take the measures which he deems appropriate, and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which restrain competition, limit access to markets or foster monopolistic control whenever such practices or arrangements have the effect of interfering with the achievement of the joint program of European recovery.

### ARTICLE III

#### (Guaranties)

1. During any period in which foreign private investment is permitted in the French Zone, the Government of the United States of America and the French Commander will, upon the request of either Party, consult

respecting projects in the French Zone proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guaranties of currency transfer under Section 111(b)(3) of the Economic Cooperation Act of 1948.

2. The French Commander agrees that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, any Deutsche marks, or credits in Deutsche marks, assigned or transferred to the Government of the United States of America pursuant to that section shall be recognized as property of the Government of the United States of America.

#### ARTICLE IV

##### (Local Currency)

1. The provisions of this Article shall apply with respect to all assistance which may be furnished by the Government of the United States of America under this Agreement.

2. The French Commander will establish a special account in the Landeszentralbank of Baden at Freiburg in the name of the French Commander (hereinafter called the Special Account) and will make deposits in Deutsche marks to this account as follows:

(a) The unencumbered balances of the deposits made by the French Commander pursuant to the exchange of letters between the Government of the United States of America and the French Military Government dated June 3, 1948.<sup>3</sup>

(b) Amounts in Deutsche marks commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to the French Zone by any means (other than by guaranties) authorized under the Economic Cooperation Act of 1948 less, however, the amount of the deposits made pursuant to the exchange of letters referred to in subparagraph (a). The Government of the United States of America shall from time to time notify the French Commander of the indicated dollar cost of any such commodities, services and technical information, and the amounts in Deutsche marks commensurate with such indicated dollar cost shall be determined in the following manner. Pending the establishment of an official commercial rate of exchange between the dollar and the Deutsche mark, the French Commander will, upon receipt of such notification, deposit in the Special Account amounts of Deutsche marks as agreed upon between the Government of the United States of America and the French Commander. Deposits in the Special Account made after an official commercial

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<sup>3</sup> Not printed here; for text, see *Department of State Bulletin*, June 27, 1948, p. 838.

rate of exchange has been established will upon notification by the Government of the United States of America, be amounts of Deutsche marks computed at the official rate. The French Commander may at any time make advance deposits in the Special Account which shall be credited against subsequent notifications pursuant to this paragraph.

3. The Government of the United States of America will from time to time notify the French Commander of its requirements for administrative expenditures in Deutsche marks within the French Zone incident to operations under the Economic Cooperation Act of 1948, and the French Commander will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States of America in the notification.

4. Five per cent of each deposit made pursuant to this Article in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949,<sup>4</sup> shall be allocated to the use of the Government of the United States of America for its expenditures in the French Zone, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.

5. The French Commander will further make such sums of Deutsche marks available out of any balances in the Special Account as may be required to cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in the French Zone to the consignee's designated point of delivery in the French Zone of such relief supplies and packages as are referred to in Article VI.

6. The French Commander may draw upon any remaining balance in the Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the French Commander for drawings from the Special Account, the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in the French Zone and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within the French Zone, including in particular:

(a) Expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of the French Zone and the other participating countries, and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise;

(b) Expenditures upon the exploration for and development of additional production of materials which may be required in the United States

<sup>4</sup> 62 Stat. 1054.

of America because of deficiencies or potential deficiencies in the resources of the United States of America; and

(c) Effective retirement of public debt, especially debt held by banking institutions.

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article, remaining in the Special Account on June 30, 1952, shall be disposed of within the French Zone for such purposes as may hereafter be agreed between the Government of the United States of America and the French Commander, it being understood that the agreement of the United States of America shall be subject to approval by Act or joint resolution of the Congress of the United States of America.

#### ARTICLE V

##### (Access to Materials)

1. The French Commander will facilitate the transfer to the United States of America, for stockpiling or other purposes, of materials originating in the French Zone which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, upon such reasonable terms of sale, exchange, barter or otherwise, and in such quantities, and for such period of time, as may be agreed to between the Government of the United States of America and the French Commander, after due regard for the reasonable requirements of the French Zone for domestic use and commercial export of such materials. The French Commander will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the increased production of such materials within the French Zone, and the removal of any hindrances to the transfer of such materials to the United States of America. The French Commander will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. Recognizing the principle of equity in respect to the drain upon the natural resources of the United States of America and of the participating countries, the French Commander will, when so requested by the Government of the United States of America, negotiate where applicable (a) a future schedule of minimum availabilities to the United States of America for future purchase and delivery of a fair share of materials originating in the French Zone which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources at world market prices so as to protect the access of United States industry to an equitable share of such materials either in percentages of production or in absolute quantities from the French Zone, (b) arrangements providing suitable protection for the right of access for any citizen of the United States of America or any corporation, partnership, or other association created under the laws

of the United States of America or of any state or territory thereof and substantially beneficially owned by citizens of the United States of America, in the development of such materials on terms of treatment equivalent to those afforded German citizens and corporations in the French Zone, and, (c) an agreed schedule of increased production of such materials where practicable in the French Zone and for delivery of an agreed percentage of such increased production to be transferred to the United States of America on a long-term basis in consideration of assistance furnished by the United States of America under this Agreement.

3. The French Commander, when so requested by the Government of the United States of America, will cooperate, wherever appropriate, to further the objectives of paragraphs 1 and 2 of this Article in respect of materials originating outside of the French Zone.

#### ARTICLE VI

##### (Travel Arrangements and Relief Supplies)

1. The French Commander will cooperate with the Government of the United States of America in facilitating and encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

2. The French Commander will, when so desired by the Government of the United States of America, enter into negotiations for agreements (including the provision of duty-free treatment under appropriate safeguards) to facilitate the entry into the French Zone of supplies of relief goods donated to or purchased by United States voluntary non-profit relief agencies and of relief packages originating in the United States of America and consigned to individuals residing in the French Zone.

#### ARTICLE VII

##### (Consultation and Transmittal of Information)

1. The Parties to this Agreement will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The French Commander will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the French Commander:

(a) Detailed information of projects, programs and measures proposed or adopted by the French Commander to carry out the provisions of this Agreement and the general obligations of the Convention for European Economic Cooperation;

(b) Full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter;

(c) Information regarding the economy of the French Zone and any other relevant information, necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation, which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

3. The French Commander will assist the Government of the United States of America to obtain information relating to the materials originating in the French Zone referred to in Article V which is necessary to the formulation and execution of the arrangements provided for in that Article.

#### ARTICLE VIII

##### (Publicity)

1. The Government of the United States of America and the French Commander recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for European recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The French Commander will encourage the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. He will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. He will further provide other participating countries and the Organization for European Economic Cooperation with full information on the progress of the program for economic recovery. The French Commander will make public in the French Zone in each calendar quarter full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

#### ARTICLE IX

##### (Missions)

1. The French Commander agrees to receive a Special Mission for Economic Cooperation which will discharge the responsibilities of the Gov-

ernment of the United States of America in the French Zone under this Agreement.

2. The French Commander, upon appropriate notification from the Government of the United States of America, will accord appropriate courtesies to the Special Mission and its personnel, the United States Special Representative in Europe and his staff, and the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America, and will grant them the facilities and assistance necessary to the effective performance of their responsibilities to assure the accomplishment of the purposes of this Agreement.

3. The French Commander, directly and through his representatives on the Organization for European Economic Cooperation, will extend full cooperation to the Special Mission, to the United States Special Representative in Europe and his staff, and to the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

#### ARTICLE X

##### (Definitions)

As used in this Agreement:

1. The "French Zone" means those areas of Germany occupied by the armed forces of the French Republic.

2. The "French Commander" shall mean the French Commander-in-Chief in Germany.

3. The term "participating country" means

(i) Any country which signed the report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied, and

(ii) Any other country (including any of the Zones of Occupation of Germany, and areas under international administration or control, and the Free Territory of Trieste or either of its Zones) wholly or partly in Europe, together with dependent areas under its administration;

for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this Agreement.

#### ARTICLE XI

##### (Entry Into Force, Amendment, Duration)

1. This Agreement shall become effective on this day's date. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force

until June 30, 1953, and, unless at least six months before June 30, 1953, either the Government of the United States of America or the French Commander shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If, during the life of this Agreement, the Government of the United States of America or the French Commander should consider there has been a fundamental change in the basic assumptions underlying this Agreement, the other Contracting Party shall be so notified in writing and the Contracting Parties will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification, the Contracting Parties have not agreed upon the action to be taken in the circumstances, either Contracting Party may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

- (a) Six months after the date of such notice of intention to terminate, or
- (b) After such shorter period as may be agreed to be sufficient to ensure that the obligations of the French Commander are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice;

provided, however, that Article V and paragraph 3 of Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in Deutsche marks required to be deposited in accordance with its own terms have been disposed of as provided in that Article. Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the Parties.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Paris, in duplicate, in the English and French languages, both texts authentic, this 9th day of July, 1948.

JEFFERSON CAFFERY [SEAL]  
For the  
Government of the United States  
of America

PAUL LEROY-BEAULIEU [SEAL]  
For the  
French Commander-in-Chief  
in Germany.

ANNEX

*(Interpretative Notes)*

1. It is understood that the requirements of paragraph 1 (a) of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the obligation under paragraph 1 (c) of Article II to balance the governmental budgets as soon as practicable would not preclude deficits over a short period but would mean a budgetary policy involving the balancing of the budget in the long run.

3. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean :

a) Fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

b) Excluding enterprises from, or allocating or dividing, any territorial market or field of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

c) Discriminating against particular enterprises;

d) Limiting production or fixing production quotas;

e) Preventing by agreement the development or application of technology or invention whether patented or unpatented;

f) Extending the use of rights under patents, trade marks or copyrights granted by either Party to this Agreement to matters which, according to its laws and regulations, are not within the scope of such grants, or to products or conditions of production, use or sale which are likewise not the subjects of such grants; and

g) Such other practices as the Parties to this Agreement may agree to include.

4. It is understood that the French Commander is obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination.

5. It is understood that the phrase in Article V "after due regard for the reasonable requirements of the French Zone for domestic use" would include the maintenance of reasonable stocks of the materials concerned and that the phrase "commercial export" might include barter transactions. It is also understood that arrangements negotiated under Article V might appropriately include provision for consultation, in accordance with the principles of Article 32 of the Havana Charter for an International Trade Organization,<sup>5</sup> in the event that stockpiles are liquidated.

6. It is understood that the French Commander will not be requested, under paragraph 2(a) of Article VII, to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

7. It is understood that the relevant information required to be communicated to the Government of the United States of America under paragraph 2(c) of Article VII will include regular financial and operating statements of the Office du Commerce Extérieur and its successors.

8. It is understood that a change or prospective change in the fundamental relationship of the French Commander to the French Zone would constitute a fundamental change in the basic assumptions underlying the Agreement, referred to in paragraph 2 of Article XI.

9. It is recognized that the provisions of the Agreement take adequate account of the basic governmental position and functions of France in its capacity as an occupying power in Germany. It is understood that the Agreement would not prejudice any inter-Governmental agreement relating to Germany among the Occupying Powers.

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<sup>5</sup> Unperfected. Art. 32(3) of the Havana Charter reads as follows:

"Such Member shall, at the request of any Member which considers itself substantially interested, consult as to the best means of avoiding substantial injury to the economic interests of producers and consumers of the primary commodity in question. In cases where the interests of several Members might be substantially affected, the Organization may participate in the consultations, and the Member holding the stocks shall give due consideration to its recommendations."

## MOST-FAVORED-NATION TREATMENT FOR AREAS UNDER OCCUPATION OR CONTROL

*Exchange of notes at Paris July 9, 1948*

*Entered into force July 9, 1948*

*Expired in accordance with its terms*

62 Stat. 2891; Treaties and Other  
International Acts Series 1824

*The American Ambassador to the Chief of the Military Government  
of the French Zone of Occupation of Germany*

PARIS, July 9, 1948

SIR:

I have the honor to refer to the conversations which have recently taken place between representatives of the Government of the United States of America and of the French Commander-in-Chief in Germany relating to the territorial application of commercial arrangements between the United States of America and the French Zone of Occupation of Germany and to confirm the understanding reached as a result of these conversations as follows:

1. The United States of America and the French Zone of Occupation of Germany shall each accord to the merchandise trade of the other, immediately and unconditionally, treatment no less favorable than that accorded to the merchandise trade of any third country, provided that departures from the application of such most-favored-nation treatment shall be permitted to the extent that they are in accord with the exceptions recognized in the General Agreement on Tariffs and Trade, dated October 30, 1947,<sup>1</sup> as now or hereafter amended. The provisions of this paragraph shall not be construed to require compliance with the procedures specified in the General Agreement with regard to the application of such exceptions.

2. The provisions of paragraph 1 shall apply, with respect to the United States of America, to all territory under the sovereignty or authority of the United States of America. Moreover, with regard to any area in Western Germany, the Free Territory of Trieste, Japan, or Southern Korea in the

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<sup>1</sup> TIAS 1700, *ante*, vol. 4, p. 641.

occupation or control of which the Government of the United States of America participates, such Government shall, to the extent of its legal capacity, exercise its authority in such participation to make the treatment provided for in paragraph 1 applicable by such area to the merchandise trade of the French Zone of Occupation of Germany. That Zone shall accord the treatment provided for in paragraph 1 to the merchandise trade of such area for such time and such extent as such area accords reciprocal most-favored-nation treatment to the merchandise trade of the French Zone of Occupation of Germany.

3. The provisions of paragraphs 1 and 2 shall not derogate from such other obligations relative to the matters contained herein as may at any time be in effect between the United States of America and the French Zone of Occupation of Germany.

4. The undertakings in this note shall remain in force until January 1, 1951, and unless at least six months before January 1, 1951, either the Government of the United States of America or the French Commander-in-Chief in Germany shall have given notice in writing to the other of intention to terminate these undertakings on that date, they shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

Please accept, Sir, the renewed assurances of my highest consideration.

JEFFERSON CAFFERY

General PIERRE KOENIG  
*Chief of the Military Government  
of the French Zone of Occupation  
of Germany.*

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*The Chief of the Military Government of the French Zone of Occupation  
of Germany to the American Ambassador*

[TRANSLATION]

FRENCH COMMANDER-IN-CHIEF  
IN GERMANY  
THE GENERAL

PARIS, July 9, 1948

MR. AMBASSADOR:

Referring to the conversations which have just taken place between my representatives and those of the Government of the United States of America concerning the territorial application of the commercial agreements concluded between the French Zone of Occupation in Germany and the United

States of America, I have the honor to confirm to you the agreement reached upon the following points as a result of those negotiations:

[For text of agreement, see numbered paragraphs in U.S. note, above.]

Accept, Mr. Ambassador, the assurances of my very high consideration.

PAUL LEROY-BEAULIEU  
For General Koenig

His Excellency

JEFFERSON CAFFERY,

*Ambassador of the United States of America*

## ECONOMIC COOPERATION

*Agreement signed at Berlin July 14, 1948, for the United States and the U.S.-U.K. Zones of Occupation*

*Entered into force July 14, 1948*

*Replaced December 29, 1949, by agreement between the United States and the Federal Republic of Germany signed at Bonn December 15, 1949*<sup>1</sup>

62 Stat. 2279; Treaties and Other  
International Acts Series 1785

### ECONOMIC COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED STATES AND UNITED KINGDOM OCCUPIED AREAS IN GERMANY

#### PREAMBLE

The Government of the United States of America, and the United States and United Kingdom Military Governors in Germany, acting on behalf of the United States and United Kingdom occupied areas in Germany:

Recognizing that the restoration or maintenance in European countries of principles of individual liberty, free institutions, and genuine independence rests largely upon the establishment of sound economic conditions, stable international economic relationships and the achievement by the countries of Europe of a healthy economy independent of extraordinary outside assistance;

Recognizing that a strong and prosperous European economy is essential for the attainment of the purposes of the United Nations;

Considering that the achievement of such conditions calls for a European Recovery Plan of self-help and mutual cooperation, open to all nations which cooperate in such a plan, based upon a strong production effort, the expansion of foreign trade, the creation or maintenance of internal financial stability and the development of economic cooperation, including all possible steps to establish and maintain valid rates of exchange and to reduce trade barriers;

Considering that in furtherance of these principles the Military Governors, on behalf of the United States/United Kingdom occupied areas, joined with like-minded nations in a convention for European economic cooperation signed at Paris on April 16, 1948 under which the signatories of that con-

<sup>1</sup> TIAS 2024, *post*, p. 286.

vention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program, and that the United States/United Kingdom occupied areas are a member of the organization for European economic cooperation created pursuant to the provisions of that convention;

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act of 1948,<sup>2</sup> providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted efforts to become independent of extraordinary outside economic assistance;

Taking note that the Military Governors have already expressed their adherence to the purposes and policies of the Economic Cooperation Act of 1948;

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America under the Economic Cooperation Act of 1948, the receipt of such assistance by the United States/United Kingdom occupied areas and the measures which the two parties will take individually and together in furthering the recovery of the United States/United Kingdom occupied areas as an integral part of the joint program for European recovery;

Have agreed as follows:

#### ARTICLE I

##### (Assistance and Cooperation)

1. The Government of the United States of America undertakes to assist the United States/United Kingdom occupied areas, by making available to the Military Governors or to any person, agency or organization designated by the latter such assistance as may be requested by them and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all the terms, conditions and termination provisions, of the Economic Cooperation Act of 1948, acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Military Governors only such commodities, services and other assistance as are authorized to be made available by such acts.

2. The Military Governors, acting directly and through the organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic conditions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery program to become inde-

<sup>2</sup> 62 Stat. 137.

pendent of extraordinary outside economic assistance within the period of this agreement. The Military Governors reaffirm their intention to take action to carry out the provisions of the General Obligations of the Convention for European Economic Cooperation, to continue to participate actively in the work of the Organization for European Economic Cooperation, and to continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948.

3. All assistance furnished by the Government of the United States of America to the United States/United Kingdom occupied areas pursuant to this Agreement shall constitute a claim against Germany. To the extent that expenditures are made from the special account established under Article IV of this Agreement for the purposes set forth in Paragraphs 3 and 4 of that Article and for purposes not of direct benefit to the German economy, such claim against Germany shall be reduced in an amount commensurate with such expenditures. The proceeds of exports from all future production and stocks of the United States/United Kingdom occupied areas will be available for payment for assistance made available pursuant to this Agreement. At the earliest practicable time consistent with the rebuilding of the German economy on healthy, non-aggressive lines, such proceeds shall be applied for such payment on a basis at least as favorable to the United States as that accorded the United States for imports made pursuant to the memorandum of agreement between the United States and the United Kingdom dated 2 December 1946, as revised and supplemented, relating to the economic integration of the United States and United Kingdom Zones of Germany.<sup>3</sup>

4. With respect to assistance furnished by the Government of the United States of America to the United States/United Kingdom occupied areas and procured from areas outside the United States of America, its territories and possessions, the Military Governors will cooperate with the Government of the United States of America in ensuring that procurement will be effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America and such country.

## ARTICLE II

### (General Undertakings)

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the Military Governors will use their best endeavors to assure:

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<sup>3</sup> TIAS 1575, 1689, 1883, 1959, and 1962, *post*, UNITED KINGDOM.

a) the adoption or maintenance of the measures necessary to ensure efficient and practical use of all the resources available to the United States/United Kingdom occupied areas, including

(i) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this agreement are used for purposes consistent with this agreement and, as far as practicable, with the general purposes outlined in the schedules furnished by the Military Governors in support of the requirements of assistance to be furnished by the Government of the United States of America; and

(ii) the observation and review of the use of such resources through an effective follow-up system approved by the Organization for European Economic Cooperation;

b) the promotion of industrial and agricultural production on a sound economic basis along healthy non-aggressive lines; the achievement of such production targets as may be established through the Organization for European Economic Cooperation; and when desired by the Government of the United States of America, the communication to that Government of detailed proposals for specific projects contemplated by the Military Governors to be undertaken in substantial part with assistance made available pursuant to this agreement, including whenever practicable projects for increased production of coal, transportation facilities and food;

c) the stabilization of the currency, the establishment and maintenance of a valid rate of exchange, the balancing of the governmental budgets as soon as practicable, the creation or maintenance of internal financial stability, and generally the restoration or maintenance of confidence in the monetary system; and

d) cooperation with other participating countries in facilitating and stimulating an increasing interchange of goods and services among the participating countries and with other countries and in reducing public and private barriers to trade among the participating countries and with other countries.

2. Taking into account Article 8 of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the participating countries, the Military Governors will accord sympathetic consideration to proposals, including proposals made in conjunction with the International Refugee Organization, directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The Military Governors will take the measures which they deem appropriate, and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or

business arrangements affecting international trade which restrain competition, limit access to markets or foster monopolistic control whenever such practices or arrangements have the effect of interfering with the achievement of the joint program of European recovery.

### ARTICLE III

#### (Guaranties)

1. During any period in which foreign private investment is permitted in the United States/United Kingdom occupied areas, the Government of the United States of America and the Military Governors will, upon the request of either party, consult respecting projects in the United States/United Kingdom occupied areas proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guaranties of currency transfer under Section 111(b)(3) of the Economic Cooperation Act of 1948.

2. The Military Governors agree that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, any Deutsche Marks or credits in Deutsche Marks, assigned or transferred to the Government of the United States of America pursuant to that section shall be recognized as property of the Government of the United States of America.

### ARTICLE IV

#### (Local Currency)

1. The provisions of this Article shall apply with respect to all assistance which may be furnished by the Government of the United States of America under this Agreement.

2. The Military Governors will establish a special account in the Bank Deutscher Laender in the name of the Military Governors (hereinafter called the Special Account) and will make deposits in Deutsche Marks to this account as follows:

(a) The unencumbered balances of the deposits made by the Military Governors pursuant to the exchange of letters between the Government of the United States of America and the Bipartite Board dated May 1, 1948 and May 14, 1948,<sup>4</sup> respectively.

(b) Amounts in Deutsche Marks commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services, and technical information (including any costs of processing, storing, transporting, repairing, or other services incident thereto) made available to the United States/United Kingdom occupied areas by any means

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<sup>4</sup> Not printed here; for background, see *Department of State Bulletin*, May 30, 1948, p. 708.

(other than by guaranties authorized under the Economic Cooperation Act of 1948), less, however, the amount of the deposits made pursuant to the exchange of letters referred to in sub paragraph (a). The Government of the United States of America shall from time to time notify the Military Governors of the indicated dollar costs of any such commodities, services, and technical information, and the amounts in Deutsche Marks commensurate with such indicated dollar costs shall be determined in the following manner. Pending the establishment of an official commercial rate of exchange between the dollar and the Deutsche Mark the Military Governors will, upon receipt of such notification, deposit in the Special Account amounts of Deutsche Marks as agreed upon between the Government of the United States and the Military Governors. Deposits in the Special Account made, upon notification by the Government of the United States after an official commercial rate of exchange has been established, will be amounts of Deutsche Marks computed at the official rate. The Military Governors may at any time advance deposits in the Special Account which shall be credited against subsequent notifications pursuant to this paragraph.

3. The Government of the United States of America will from time to time notify the Military Governors of its requirements for administrative expenditures in Deutsche Marks within the United States/United Kingdom occupied areas incident to operations under the Economic Cooperation Act of 1948, and the Military Governors will whereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States of America in the notification.

4. Five percent of each deposit made pursuant to this Article in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949,<sup>5</sup> shall be allocated to the use of the Government of the United States of America for its expenditures in the United States/United Kingdom occupied areas, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.

5. The Military Governors will further make such sums of Deutsche Marks available out of any balances in the Special Account as may be required to cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in the United States/United Kingdom occupied areas to the consignee's designated point of delivery in United States/United Kingdom occupied areas of such relief supplies and packages as are referred to in Article VI.

6. The Military Governors may draw upon the remaining balance in the Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Military Governors for drawings from the Special Account, the Government of the United States of America will take into

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<sup>5</sup> 62 Stat. 1054.

account the need for promoting or maintaining internal monetary and financial stabilization in the United States/United Kingdom occupied areas and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within the United States/United Kingdom occupied areas, including in particular:

(a) expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of the United States/United Kingdom occupied areas and the other participating countries, and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise;

(b) expenditures upon the exploration for and development of additional production of materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States of America; and

(c) effective retirement of public debt, especially debt held by banking institutions.

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article, remaining in the Special Account on June 30, 1952, shall be disposed of within the United States/United Kingdom occupied areas for such purposes as may hereafter be agreed between the Government of the United States of America and the Military Governors, it being understood that the agreement of the United States of America shall be subject to approval by act or joint resolution of the Congress of the United States of America.

## ARTICLE V

### (Access to Materials)

1. The Military Governors will facilitate the transfer to the United States of America, for stockpiling or other purposes, of materials originating in the United States/United Kingdom occupied areas which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, upon such reasonable terms of sale, exchange, barter or otherwise, and in such quantities, and for such period of time, as may be agreed to between the Government of the United States of America and the Military Governors after due regard for the reasonable requirements of the United States/United Kingdom occupied areas for domestic use and commercial export of such materials. The Military Governors will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the increased production of such materials within the United States/United Kingdom occupied areas, and removal of any hinderances to the transfer of such materials to the United

States of America. The Military Governors will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Military Governors will, when so requested by the Government of the United States of America, negotiate such arrangements as are appropriate to carry out the provisions of paragraph (9) of sub-section 115(b) of the Economic Cooperation Act of 1948, which relates to the development and transfer of materials required by the United States of America.

3. The Military Governors, when so requested by the Government of the United States of America, will cooperate, wherever appropriate, to further the objectives of paragraphs 1 and 2 of this Article in respect of materials originating outside of the United States/United Kingdom occupied areas.

#### ARTICLE VI

##### (Travel Arrangements and Relief Supplies)

1. The Military Governors will cooperate with the Government of the United States of America in facilitating and encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

2. The Military Governors will, when so desired by the Government of the United States of America, enter into negotiations for agreements (including the provision of duty-free treatment under appropriate safeguards) to facilitate the entry into the United States/United Kingdom occupied areas of supplies of relief goods donated to or purchased by United States voluntary non-profit relief agencies and of relief packages originating in the United States of America and consigned to individuals residing in the United States/United Kingdom occupied areas.

#### ARTICLE VII

##### (Consultation and Transmittal of Information)

1. The Parties of this Agreement will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Military Governors will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the Military Governors:

(a) detailed information of projects, programs and measures proposed or adopted by the Military Governors to carry out the provisions of this Agreement and the General Obligations of the Convention for European Economic Cooperation;

(b) full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter;

(c) information regarding the economy of the United States/United Kingdom occupied areas and any other relevant information, necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation, which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

3. The Military Governors will assist the Government of the United States of America to obtain information relating to the materials originating in the United States/United Kingdom occupied areas referred to in Article V which is necessary to the formulation and execution of the arrangements provided for in that Article.

#### ARTICLE VIII

##### (Publicity)

1. The Government of the United States of America and the Military Governors recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for European recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Military Governors will encourage the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. They will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. They will further provide other participating countries and the Organization for European Economic Cooperation with full information on the progress of the Program for economic recovery.

4. The Military Governors will make public in the United States/United Kingdom occupied areas in each calendar quarter, full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

#### ARTICLE IX

##### (Missions)

1. The Military Governors agree to receive a Special Mission for Economic Cooperation, which shall conform to any administrative arrangements

established by the President of the United States of America pursuant to Section 109(d) of the Economic Cooperation Act of 1948 and which will discharge the responsibilities of the Government of the United States of America in the United States/United Kingdom occupied areas under this Agreement.

2. The Military Governors, upon appropriate notification from the Government of the United States of America, will accord appropriate courtesies to the Special Mission and its personnel, the United States Special Representatives in Europe and his staff, and the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America, and will grant them the facilities and assistance necessary to the effective performance of their responsibilities to assure the accomplishment of the purposes of this Agreement.

3. The Military Governors, directly and through their representatives on the Organization for European Economic Cooperation, will extend full cooperation to the Special Mission, to the United States Special Representative in Europe and his staff, and to the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

## ARTICLE X

### (Definitions)

As used in this Agreement:

1. The "United States/United Kingdom occupied areas" means those areas of Germany occupied by the armed forces of the United States of America and the United Kingdom.

2. The "Military Governors" means the United States and United Kingdom Military Governors in Germany.

3. The term "participating country" means

(i) any country which signed the Report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied, and

(ii) any other country (including any of the zones of occupation of Germany, and areas under international administration or control, and the Free Territory of Trieste or either of its zones) wholly or partly in Europe, together with dependent areas under its administration;

for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this Agreement.

## ARTICLE XI

(Entry into Force, Amendment, Duration)

1. This Agreement shall become effective on this day's date. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1953, and, unless at least six months before June 30, 1953, either the Government of the United States of America or the Military Governors shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If, during the life of this Agreement, the Government of the United States of America or the Military Governors should consider there has been a fundamental change in the basic assumptions underlying this Agreement, the other Contracting Party shall be notified in writing and the Contracting Parties will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification, the Contracting Parties have not agreed upon the action to be taken in the circumstances, either Contracting Party may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

- (a) six months after the date of such notice of intention to terminate, or
- (b) after such shorter period as may be agreed to be sufficient to ensure that the obligations of the Military Governors are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice;

provided, however, that Article V and paragraph 3 of Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in Deutsche Marks required to be deposited in accordance with its own terms have been disposed of as provided in that Article. Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the Parties.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at, Berlin, Germany, in duplicate, both texts authentic, this 14th day of July 1948.

LUCIUS D. CLAY  
*General, U.S. Army*  
*Military Governor*  
*United States Zone*

BRIAN H. ROBERTSON  
*General*  
*Military Governor*  
*British Zone*

ROBERT D. MURPHY  
*United States Political*  
*Adviser for Germany*

ANNEX

*Interpretative Notes*

1. It is understood that the requirements of paragraph 1(a) of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the obligation under paragraph 1(c) of Article II to balance the Governmental budgets as soon as practicable would not preclude deficits over a short period but would mean a budgetary policy involving the balancing of the budget in the long run.

3. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean:

(a) fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

(b) excluding enterprises from, or allocating or dividing, any territorial market or field of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

(c) discriminating against particular enterprises;

(d) limiting production or fixing production quotas;

(e) preventing by agreement the development or application of technology or invention whether patented or unpatented;

(f) extending the use of rights under patents, trade marks or copyrights granted by either Party to this Agreement to matters which, according to its laws and regulations, are not within the scope of such grants, or to prod-

ucts or conditions of production, use or sale which are likewise not the subjects of such grants;

(g) such other practices as the Parties to this Agreement may agree to include.

4. It is understood that the Military Governors are obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination.

5. It is understood that the phrase in Article V "after due regard for the reasonable requirements of the United States/United Kingdom occupied areas for domestic use" would include the maintenance of reasonable stocks of the materials concerned and that the phrase "commercial export" might include barter transactions. It is also understood that arrangements negotiated under Article V might appropriately include provision for consultation, in accordance with the principles of Article 32 of the Havana Charter for an International Trade Organization,<sup>6</sup> in the event that stockpiles are liquidated.

(6) It is understood that the Military Governors will not be requested, under paragraph 2(a) of Article VII, to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

7. It is understood that the relevant information required to be communicated to the Government of the United States of America under paragraph 2(c) of Article VII will include monthly financial and operating statements of the Joint Export Import Agency and its successors.

8. It is understood that a change or prospective change in the fundamental relationship of the Military Governors to the United States/United Kingdom occupied areas would constitute a fundamental change in the basic assumptions underlying the Agreement, referred to in paragraph 2 of Article XI.

9. It is recognized that the provisions of the Agreement take adequate account of the basic governmental position and functions of the United States and the United Kingdom in their capacity as occupying powers in Germany. It is understood that the Agreement would not prejudice any inter-governmental agreement relating to Germany among the occupying powers.

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<sup>6</sup> Unperfected. Art. 32(3) of the Havana Charter reads as follows:

"Such Member shall, at the request of any Member which considers itself substantially interested, consult as to the best means of avoiding substantial injury to the economic interests of producers and consumers of the primary commodity in question. In cases where the interests of several Members might be substantially affected, the Organization may participate in the consultations, and the Member holding the stocks shall give due consideration to its recommendations."

## MOST-FAVORED-NATION TREATMENT FOR AREAS UNDER OCCUPATION OR CONTROL

*Exchange of notes at Berlin July 14, 1948, between the United States  
and the U.S.—U.K. Zones of Occupation*

*Entered into force July 14, 1948*

*Expired in accordance with its terms*

62 Stat. 2895; Treaties and Other  
International Acts Series 1825

*The Military Governors for the United States and the United Kingdom  
Zones of Occupation of Germany to the United States Political Adviser for  
Germany*

SIR:

I have the honor to refer to the conversations which have recently taken place between representatives of the Government of the United States of America and of the Military Governors of the United States and United Kingdom Zones of Occupation of Germany relating to the territorial application of commercial arrangements between those Zones and certain other countries and to confirm the understanding reached as a result of these conversations as follows:

1. The United States of America shall accord, immediately and unconditionally, to the merchandise trade of the United States/United Kingdom Zones of Occupation of Germany, treatment no less favorable than that accorded to the merchandise trade of any third country. Similarly, these Zones shall accord, immediately and unconditionally, to the merchandise trade of the United States of America and to the merchandise trade of each other country which has undertaken an obligation to apply most-favored-nation treatment to the merchandise trade of these Zones in an exchange of notes with the United States of America, treatment no less favorable than that accorded to the merchandise trade of any third country.

2. Departures from the application of the most-favored-nation treatment provided for in paragraph 1 shall be permitted to the extent that they are in accord with the exceptions recognized in the General Agreement on Tariffs and Trade.<sup>1</sup> The provisions of this paragraph shall not be construed

<sup>1</sup> TIAS 1700, *ante*, vol. 4, p. 641.

to require compliance with the procedures specified in the General Agreement with regard to the application of such exceptions.

3. The provisions of paragraphs 1 and 2 shall apply, with respect to the United States of America, to all territory under its sovereignty or authority. Moreover, with regard to any area in the Free Territory of Trieste, in the occupation or control of which the Government of the United States of America participated, the Government of the United States of America shall, to the extent of its legal capacity, exercise its authority in such participation, to make the treatment provided for in paragraphs 1 and 2 applicable by such area to the merchandise trade of the United States and United Kingdom Zones. Those Zones shall accord the treatment provided for in paragraphs 1 and 2 to the merchandise trade of such area for such time and to such extent as such area accords reciprocal most-favored-nation treatment to the merchandise trade of those Zones.

4. The provisions of paragraphs 1 and 2 shall not derogate from such other obligations relative to the matters contained herein as may at any time be in effect between the Government of the United States of America and the Military Governors of the United States and United Kingdom Zones of Occupation of Germany.

5. The undertakings in this note shall remain in force until January 1, 1951, and unless at least six months before January 1, 1951, either the Government of the United States of America or the Military Governors of the United States and United Kingdom Zones of Occupation of Germany shall have given notice in writing to the other of intention to terminate these undertakings on that date, these undertakings shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

LUCIUS D. CLAY  
*General, U.S. Army*  
*Military Governor*  
*United States Zone*

BRIAN H. ROBERTSON  
*General*  
*Military Governor*  
*British Zone*

The Honorable

ROBERT D. MURPHY,  
*United States Political Adviser*  
*for Germany.*

*The United States Political Adviser for Germany to the Military Governors  
for the United States and the United Kingdom Zones of Occupation of  
Germany*

SIRS:

I have the honor to refer to the conversations which have recently taken place between representatives of the Government of the United States of America and of the Military Governors of the United States and United Kingdom Zones of Occupation of Germany relating to the territorial application of commercial arrangements between those Zones and certain other countries and to confirm the understanding reached as a result of these conversations as follows:

[For text of understanding, see numbered paragraphs, p. 275]

ROBERT D. MURPHY  
*United States Political Adviser  
for Germany*

BRIAN H. ROBERTSON  
*General  
Military Governor  
British Zone*

LUCIUS D. CLAY  
*General, U. S. Army  
Military Governor  
United States Zone*

## RELIEF ASSISTANCE

*Exchange of letters at Berlin December 7 and 16, 1948, between the  
United States and the U.S.-U.K. Zones of Occupation*

*Entered into force December 16, 1948*

*Expired December 29, 1949*<sup>1</sup>

62 Stat. 3860; Treaties and Other  
International Acts Series 1951

*The United States Political Adviser for Germany and the Deputy Special  
ECA Representative to the Bizone to the United States/United Kingdom  
Military Governors*

BIPARTITE BOARD  
BERLIN, GERMANY

DECEMBER 7, 1948

GENTLEMEN:

For the purpose of giving effect to Article VI, paragraph 2, read with Article IV, paragraph 5, of the Economic Cooperation Agreement between the United States of America and the United States/United Kingdom Military Governors, signed on 14 July 1948,<sup>2</sup> it is understood that the United States/United Kingdom Military Governors in Germany, acting on behalf of the United States/United Kingdom occupied areas in Germany, and the Government of the United States of America have agreed as follows:

1. The United States/United Kingdom Military Governors shall accord duty-free entry into the United States/United Kingdom occupied areas in Germany of:

(a) Supplies of relief goods or standard packs donated to or purchased by voluntary nonprofit relief agencies having their headquarters in the United States of America and qualified under Economic Cooperation Administration (hereinafter referred to as ECA) regulations and consigned to such charitable organizations (including branches of such agencies in the United States/United Kingdom occupied areas in Germany) as have been or hereafter shall be approved by the United States/United Kingdom Military Governors.

(b) Relief packages originating in the United States and sent by parcel post or commercial channels to any person residing in the United States/

<sup>1</sup> In accordance with terms of para. 5.

<sup>2</sup> TIAS 1785, *ante*, p. 262.

United Kingdom occupied areas in Germany, whether packed privately or by order placed with a commercial firm.

(c) Standard packs put up by voluntary nonprofit relief agencies having their headquarters in the United States of America and qualified under ECA regulations, or their approved agents, on the order of persons in the United States and sent for delivery to any person residing in the United States/United Kingdom occupied areas in Germany.

2. For the purpose of this agreement, the term "relief goods" (paragraph 1(a) above) shall not include tobacco, cigars, cigarettes, alcoholic beverages, or such other commodities as may be agreed upon by the United States/United Kingdom Military Governors and the United States Government; "relief packages" (paragraph 1(b) above) shall include only such goods as are qualified for ocean freight subsidy under the ECA Act and regulations issued by the Administrator thereunder and as may be agreed upon for entry into the United States/United Kingdom occupation areas by the United States/United Kingdom Military Governors and the United States Government; "standard packs" (paragraph 1(c) above) shall contain only those articles which qualify under ECA regulations and are approved by the United States/United Kingdom Military Governors.

3. Costs of transportation (as defined in paragraph 5 of Article IV of the Economic Cooperation Agreement) in the United States/United Kingdom occupied areas in Germany on "relief goods", "relief packages" and "standard packs" shall be defrayed as follows:

(a) The amount of such costs for all shipments sent by United States parcel post to persons in the United States/United Kingdom occupied areas in Germany shall be computed by the German postal services in those areas in the manner now or hereafter provided by relevant agreements, rules and regulations of the International Postal System. Such costs shall be reimbursed to such postal service out of the Special Account provided for in Article IV of the Economic Cooperation Agreement between the United States of America and the United States/United Kingdom Military Governors and no claim for such costs shall be made against the United States of America.

(b) Shipments originally dispatched from the United States of America by regular established commercial channels and forwarded by German parcel post in the United States/United Kingdom occupied areas in Germany by an approved agent of the shipper to the addressee shall be accepted by the German postal service without payment of postal charges by the agent. The German postal service shall be reimbursed for such parcel post charges out of the Special Account upon presentation of adequate documentation.

(c) Shipments originally dispatched from the United States of America by commercial channel and forwarded by common or contract carrier to the United States/United Kingdom occupied areas in Germany by an approved agent of the shipper to the addressee shall be accepted by the car-

rier, who may or may not demand from the agent payment of carrier charges. The carrier or the agent, as the case may be, shall be reimbursed for such charges out of the Special Account upon presentation of adequate documentation.

(d) Any charges incurred by an agent of a shipper under subparagraphs (b) and (c) above, other than parcel post or carrier charges, shall be repaid to such agent out of the Special Account upon presentation of adequate documentation.

4. The United States/United Kingdom Military Governors shall make payments out of the Special Account for the purposes specified in subparagraphs (a), (b), (c), and (d) of paragraph 3 above, and shall submit to the ECA Mission in the United States/United Kingdom occupied areas in Germany (with a copy to Controller, ECA Washington) monthly statements of such payments in such form as may be agreed by the United States/United Kingdom Military Governors and the Mission, provided that every statement shall show total weight carried and costs of transportation incurred. Adjustments shall be made in the Special Account, as shown to be required by ECA audit, if requested by ECA within one year of the submission of the relevant documents and information.

5. The terms of this note shall become effective immediately and shall remain in force, subject to such prior termination or modification as may be agreed upon between the Government of the United States of America and the United States/United Kingdom Military Governors for the same period as the Economic Cooperation Agreement of 14 July 1948.

If the foregoing is in accord with your understanding, we should appreciate your so informing us. The two notes then exchanged will constitute an agreement in the premises between the United States/United Kingdom Military Governors in Germany acting on behalf of the United States/United Kingdom occupied areas in Germany and the United States of America.

Yours very truly,

ROBERT D. MURPHY  
*United States Political Adviser  
for Germany*

N. H. COLLISSON  
*Deputy Special ECA Representative  
to the Bizone*

*The United States/United Kingdom Military Governors to the United States  
Political Adviser for Germany and the Deputy Special ECA Representative  
to the Bizone*

THE BIPARTITE BOARD  
OFFICE OF THE BIPARTITE SECRETARIAT  
BERLIN

16 DECEMBER 1948

GENTLEMEN:

For the purpose of giving effect to Article VI, paragraph 2, read with Article IV, paragraph 5, of the Economic Cooperation Agreement between the United States of America and the United States/United Kingdom Military Governors, signed on 14 July 1948, it is understood that the United States/United Kingdom Military Governors in Germany, acting on behalf of the United States/United Kingdom occupied areas in Germany, and the Government of the United States of America have agreed as follows:

[For text of agreement, see numbered paragraphs, p. 278.]

In accordance with your letter of 7 December 1948, it is understood that that letter, together with this letter, constitute an agreement in the premises between the United States/United Kingdom Military Governors in Germany acting on behalf of the United States/United Kingdom occupied areas in Germany and the United States of America.

LUCIUS D. CLAY  
*General, U.S. Army  
Military Governor  
U.S. Zone*

B. H. ROBERTSON  
*General  
Military Governor  
British Zone*

ROBERT D. MURPHY  
*United States Political Adviser  
for Germany*

N. H. COLLISSON  
*Deputy Special ECA Representative  
to the Bizone*

## RELIEF ASSISTANCE

*Exchange of letters signed at Frankfurt December 16, 1948, and at  
Baden-Baden February 7, 1949, for the United States and the  
French Zone of Occupation*

*Entered into force February 7, 1949*

*Expired December 29, 1949*<sup>1</sup>

63 Stat. 2802; Treaties and Other  
International Acts Series 2049

*The United States Political Adviser and the Deputy Special ECA Repre-  
sentative for the Occupied Areas of Germany to the French Commander-  
in-Chief in Germany*

ECONOMIC COOPERATION ADMINISTRATION  
OFFICE OF THE SPECIAL MISSION TO GERMANY  
FRANKFURT, GERMANY  
APO 757

DECEMBER 16, 1948

FRENCH COMMANDER-IN-CHIEF, GERMANY  
*Baden-Baden, Germany*

DEAR SIR:

For the purpose of giving effect to Article VI, paragraph 2, read with Article IV, paragraph 5, of the Economic Cooperation Agreement between the United States of America and the French Commander-in-Chief in Germany, signed on July 9, 1948,<sup>2</sup> it is understood that the French Commander-in-Chief in Germany, acting on behalf of the French Zone of Occupation of Germany, and the Government of the United States of America have agreed as follows:

1. The French Commander-in-Chief in Germany shall accord duty-free entry into the French Zone of Occupation of Germany of:

a. Supplies of relief goods or standard packs donated to or purchased by voluntary non-profit relief agencies having their headquarters in the United States of America and qualified under Economic Cooperation Administration (hereinafter referred to as ECA) regulations and consigned to

<sup>1</sup> In accordance with terms of para. 5.

<sup>2</sup> TIAS 1784, *ante*, p. 246.

such charitable organizations (including branches of such agencies in the French Zone of Occupation of Germany) as have been or hereafter shall be approved by the French Commander-in-Chief in Germany.

b. Relief packages originating in the United States and sent by parcel post or commercial channels to any person residing in the French Zone of Occupation of Germany, whether packed privately or by order placed with a commercial firm.

c. Standard packs put up by voluntary non-profit relief agencies having their headquarters in the United States of America and qualified under ECA regulations, or their approved agents, on the order of persons in the United States and sent for delivery to any person residing in the French Zone of Occupation in Germany.

2. For the purpose of this agreement, the term "relief goods" (paragraph 1(a) above) shall not include tobacco, cigars, cigarettes, alcoholic beverages, or such other commodities as may be agreed upon by the French Commander-in-Chief in Germany and the United States Government; "relief packages" (paragraph 1(b) above) shall include only such goods as are qualified for ocean freight subsidy under the ECA Act and regulations issued by the Administrator thereunder, and as may be agreed upon for entry into the French Zone of Occupation in Germany by the French Commander-in-Chief in Germany and the United States Government; "standard packs" (paragraph 1(c) above) shall contain only those articles which qualify under ECA regulations and are approved by the French Commander-in-Chief in Germany.

3. Costs of transportation (as defined in paragraph 5 of Article IV of the Economic Cooperation Agreement ) in the French Zone of Occupation in Germany on "relief goods", "relief packages" and "standard packs" shall be defrayed as follows:

a. The amount of such costs for all shipments sent by United States parcel post to persons in the French Zone of Occupation in Germany shall be computed by the German postal services in the area in the manner now or hereafter provided by relevant agreements, rules and regulations of the International Postal System. Such costs shall be reimbursed to such postal service out of the Special Account provided for in Article IV of the Economic Cooperation Agreement between the United States of America and the French Commander-in-Chief in Germany and no claim for such costs shall be made against the United States of America.

b. Shipments originally dispatched from the United States of America by regular established commercial channels and forwarded by German parcel post in the French Zone of Occupation in Germany by an approved agent of the shipper to the addressee shall be accepted by the German postal serv-

ice without payment of postal charges by the agent. The German postal service shall be reimbursed for such parcel post charges out of the Special Account upon presentation of adequate documentation.

c. Shipments originally dispatched from the United States of America by commercial channel and forwarded by common or contract carrier to the French Zone of Occupation in Germany by an approved agent of the shipper to the addressee shall be accepted by the carrier, who may or may not demand from the agent payment of carrier charges. The carrier or the agent, as the case may be, shall be reimbursed for such charges out of the Special Account upon presentation of adequate documentation.

d. Any charges incurred by an agent of a shipper under subparagraphs (b) and (c) above, other than parcel post or carrier charges, shall be repaid to such agent out of the Special Account upon presentation of adequate documentation.

4. The French Commander-in-Chief in Germany shall make payments out of the Special Account for the purposes specified in subparagraphs (a), (b), (c), and (d) of paragraph 3 above, and shall submit to the ECA Mission in Germany (with a copy to Controller, ECA Washington) monthly statements of such payments in such form as may be agreed by the French Commander-in-Chief in Germany and the Mission, provided that every statement shall show total weight carried and cost of transportation incurred. Adjustments shall be made in the Special Account, as shown to be required by ECA audit, if requested within one year of the submission of the relevant documents and information.

5. The terms of this note shall become effective immediately and shall remain in force, subject to such prior termination or modification as may be agreed upon between the Government of the United States of America and the French Commander-in-Chief in Germany for the same period as the Economic Cooperation Agreement of July 9, 1948.

If the foregoing is in accord with your understanding, we should appreciate your so informing us. The two notes then exchanged will constitute an agreement in the premises between the French Commander-in-Chief in Germany, acting on behalf of the French Zone of Occupation in Germany, and the United States of America.

Yours very truly,

ROBERT D. MURPHY  
*United States Political Adviser  
for Germany*

N. H. COLLISON  
*Deputy Special ECA Representative  
to the Occupied Areas of Germany*

*The French Commander-in-Chief in Germany to the United States Deputy  
Special ECA Representative for the Occupied Areas of Germany*

[TRANSLATION]

FRENCH HIGH COMMAND IN GERMANY

GENERAL SECRETARIAT  
DIVISION  
OF GENERAL ECONOMY  
AND FINANCE

MH/AO No. 61

BADEN-BADEN, *February 7, 1949*

No. 00290 AEX

*General of the Army KOENIG  
French Commander-in-Chief in Germany*

to

Mr. N. H. COLLISSON  
*Deputy Special ECA Representative in  
the French Zone of Occupation,*

SUBJECT: Relief Packages.

REFERENCE: Your letter of December 16, 1948.

Referring to your letter mentioned in reference, I have the honor to inform you of my agreement with a view to the extension to the French Zone of the text defining the system of relief packages adopted in Bizonia.

Per Delegation:

*Lieutenant General NOIRET*

*In Charge of German Affairs*

NOIRET

# *Germany (Federal Republic)*

## ECONOMIC COOPERATION

*Agreement signed at Bonn December 15, 1949, with annex and related letter*

*Entered into force provisionally December 29, 1949*

*Ratified by Germany February 3, 1950*

*Entered into force definitively February 6, 1950<sup>1</sup>*

*Amended by agreements of February 27 and March 28, 1951,<sup>2</sup> and November 14 and December 30, 1952<sup>3</sup>*

64 Stat. B81; Treaties and Other  
International Acts Series 2024

### ECONOMIC COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE FEDERAL REPUBLIC OF GERMANY

#### PREAMBLE

The Government of the United States of America  
and

The Government of the Federal Republic of Germany:

Recognizing that the restoration or maintenance in European countries of principles of individual liberty, free institutions, and genuine independence rests largely upon the establishment of sound economic conditions, stable international economic relationships, and the achievement by the countries of Europe of a healthy economy independent of extraordinary outside assistance,

Recognizing that a strong and prosperous European economy is essential for the attainment of the purposes of the United Nations,

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<sup>1</sup> In accordance with terms of para. 1, art. XV.

<sup>2</sup> 2 UST 1295; TIAS 2278.

<sup>3</sup> 3 UST 5323; TIAS 2736.

Considering that the achievement of such conditions calls for a European recovery plan of self-help and mutual cooperation, open to all nations which cooperate in such a plan, based upon a strong production effort, the expansion of foreign trade, the creation or maintenance of internal financial stability and the development of economic cooperation, including all possible steps to establish and maintain valid rates of exchange and to reduce trade barriers,

Considering that in furtherance of these principles the Government of the Federal Republic of Germany has become a member of the Organization for European Economic Cooperation, created pursuant to the provisions of a Convention for European Economic Cooperation signed at Paris on April 16, 1948, under which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program,

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act of 1948 as amended <sup>4</sup> providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted efforts to become independent of extraordinary outside economic assistance,

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America, the receipt of such assistance by the Federal Republic of Germany, and the measures which the two Governments will take individually and together in furthering the recovery of the Federal Republic as an integral part of the joint program for European recovery;

Have agreed as follows:

#### ARTICLE I

##### (Assistance and Cooperation)

1. The Government of the United States of America undertakes to assist the Federal Republic of Germany by making available to the Government of the Federal Republic or to any person, agency or organization designated by the latter Government, aid under the terms, conditions and termination provisions of the Economic Cooperation Act of 1948, acts amendatory and supplementary thereto and appropriation acts thereunder. Such aid will be provided upon the approval by the Government of the United States of America of requests made by the Government of the Federal Republic and will consist of only such commodities, services and other assistance as are authorized to be made available by the above acts. The Government of the United States of America undertakes further to extend assistance to the Fed-

<sup>4</sup> 62 Stat. 137; 63 Stat. 50.

eral Republic under applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas.

2. The Government of the Federal Republic of Germany, acting individually and through the Organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic conditions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery program to become independent of extraordinary outside economic assistance within the period of this Agreement. The Government of the Federal Republic affirms its intention to take action to carry out the provisions of the general obligations of the Convention for European Economic Cooperation, to continue to participate actively on the work of the Organization for European Economic Cooperation, and to continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948 as amended.

3. All assistance except conditional aid furnished by the Government of the United States of America to the Federal Republic of Germany pursuant to this Agreement shall constitute a claim against Germany. To the extent that expenditures are made from the ERP Special Account established under Article IV of this Agreement for the purposes set forth in paragraphs 3 and 4 of that Article and for purposes not of direct benefit to the German economy or the German people, such claim against Germany shall be reduced in an amount commensurate with such expenditures. To the extent that expenditures are made from the GARIOA [Government and Relief of Occupied Areas] Special Account established under Article V of this Agreement, credit will be given, at the time of final settlement of the claim of the United States of America against Germany, for any amounts expended for purposes which are then determined not to have been for the benefit of the German economy or the German people. The proceeds of exports from all future production and stocks of the Federal Republic will be available for payment for assistance made available pursuant to this Agreement. At the earliest practicable time consistent with the rebuilding of the economy of the Federal Republic on healthy, peaceful lines, such proceeds shall be applied for such payment on a basis not less favorable to the United States than that accorded the United States or the United Kingdom for costs incurred pursuant to the memorandum of agreement between the United States and the United Kingdom dated 2 December 1946, as revised and supplemented, relating to the economic integration of the United States and United Kingdom Zones of Germany.<sup>5</sup>

4. With respect to assistance furnished by the Government of the United States of America to the Federal Republic of Germany and procured from

<sup>5</sup> TIAS 1575, 1689, 1883, 1959, and 1962, *post*, UNITED KINGDOM.

areas outside the United States of America, its territories and possessions, the Government of the Federal Republic will cooperate with the Government of the United States of America in ensuring that procurement will be effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country.

## ARTICLE II

### (General Undertakings)

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the Government of the Federal Republic of Germany will use its best endeavors:

a. To adopt or maintain the measures necessary to ensure efficient and practical use of all the resources available to it, including

(1) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement and, as far as practicable, with the general purposes outlined in the schedules furnished by the Government of the Federal Republic in support of the requirements of assistance to be furnished by the Government of the United States of America; and

(2) the observation and review of the use of such resources through an effective follow-up system approved by the Organization for European Economic Cooperation.

b. To promote the development of industrial and agricultural production on a sound economic basis to achieve such production targets as may be established through the Organization for European Economic Cooperation and when desired by the Government of the United States of America to communicate to that Government detailed proposals for specific projects contemplated by the Government of the Federal Republic to be undertaken in substantial part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of coal, transportation facilities and food,

c. To stabilize its currency, establish or maintain a valid rate of exchange, balance its governmental budgets as soon as practicable, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary system; and

d. To cooperate with other participating countries in facilitating and stimulating an increasing interchange of goods and services among the par-

ticipating countries and with other countries and in reducing public and private barriers to trade among themselves and with other countries.

2. Taking into account Article VIII of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the participating countries, the Government of the Federal Republic of Germany will accord sympathetic consideration to proposals, including proposals made in conjunction with the International Refugee Organization, directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The Government of the Federal Republic of Germany will take appropriate measures and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which restrain competition, limit access to markets or foster monopolistic control whenever such practices or arrangements have the effect of interfering with the achievement of the joint program of European recovery.

#### ARTICLE III

##### (Guaranties)

1. To the extent that foreign private investment is permitted in the Federal Republic of Germany, the Governments of the United States of America and the Federal Republic will, upon the request of either Government, consult respecting projects in the Federal Republic proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guaranties of currency transfer under Section 111(b)(3) of the Economic Cooperation Act of 1948 as amended.<sup>6</sup>

2. The Government of the Federal Republic of Germany agrees that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, any Deutsche Mark, or credits in Deutsche Mark, assigned or transferred to the Government of the United States of America pursuant to that Section shall be recognized as property of the Government of the United States of America, and the Government of the United States will accordingly be subrogated to any right, title, claim or cause of action existing in connection with such Deutsche Mark or credits in Deutsche Mark.

#### ARTICLE IV

##### (ERP Special Account)

1. The Provisions of this Article shall apply with respect to all assistance which may be furnished by the Government of the United States of America

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<sup>6</sup> For an understanding relating to art. III, para. 1, see 2 UST 1295; TIAS 2278.

under the authority of the Economic Cooperation Act of 1948, as amended, other than as conditional aid or guaranties.

2. The Government of the Federal Republic of Germany will establish a special account (hereinafter called the ERP Special Account) in the Bank Deutscher Laender in the name of the Government of the Federal Republic and will make deposits in Deutsche Mark to this account as follows:

a. The balance at the close of business on the effective date of this Agreement in the Special Account established in the Bank Deutscher Laender in the name of the Military Governors pursuant to the Agreement between the Government of the United States of America and the United States and United Kingdom Military Governors in Germany, acting on behalf of the United States and United Kingdom Occupied Areas in Germany, made on July 14, 1948;<sup>7</sup>

b. The balance at the close of business on the effective date of this Agreement in the Special Account, now established in the Bank Deutscher Laender in the name of the French Commander-in-Chief pursuant to the Agreement between the Government of the United States of America and the French Commander-in-Chief in Germany, acting on behalf of the French Zone of Occupation of Germany, made on July 9, 1948;<sup>8</sup>

c. All amounts required to be deposited in the accounts referred to in paragraphs (a) and (b) of this Section, after the effective date of this Agreement, in fulfillment of obligations assumed by the Government of the Federal Republic under Article XII of this Agreement; and

d. Amounts in Deutsche Mark commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services, and technical information (including any costs of processing, storing, transporting, repairing, or other services, incident thereto) made available after the effective date of this Agreement, to the Federal Republic of Germany in the form of assistance under the Economic Cooperation Act of 1948, as amended other than as conditional aid or guaranties. The Government of the United States of America shall from time to time notify the Government of the Federal Republic of the indicated dollar costs of any such commodities, services, and technical information, and the amounts in Deutsche Mark commensurate with such indicated dollar costs shall be determined in the following manner: Pending the establishment of an official effective commercial rate of exchange between the dollar and the Deutsche Mark the Government of the Federal Republic will, upon receipt of such notification, deposit in the ERP Special Account amounts of Deutsche Mark as agreed upon between the Government of the United States and the Government of the Federal Republic. These amounts will be computed at the current official conversion factor, unless otherwise agreed upon by the competent authorities.

<sup>7</sup> TIAS 1785, *ante*, p. 262.

<sup>8</sup> TIAS 1784, *ante*, p. 246.

Deposits in the ERP Special Account made, upon notification by the Government of the United States, after an official effective commercial rate of exchange has been established, will be amounts of Deutsche Mark computed at said rate.

3. The Government of the United States of America will from time to time notify the Government of the Federal Republic of Germany of its requirements for administrative expenditures in Deutsche Mark within the Federal Republic incident to operations under the Economic Cooperation Act of 1948 as amended, and the Government of the Federal Republic will thereupon make such sums available out of any balances in the ERP Special Account in the manner requested by the Government of the United States of America in the notification.

4. Five percent of each deposit made pursuant to this Article shall be allocated to the use of the Government of the United States of America for its expenditures in the Federal Republic of Germany, including expenditures for procuring and stimulating increased production of materials which are required by the United States as a result of deficiencies or potential deficiencies in its own resources, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.<sup>9</sup>

5. The Government of the Federal Republic of Germany will further make such sums of Deutsche Mark available out of any balances in the ERP Special Account as may be required to cover costs (including port, storage, handling, and similar charges) of transportation from any point of entry in the Federal Republic to the consignee's designated point of delivery in the Federal Republic of such relief supplies and packages as are referred to in Article VIII.

6. The Government of the Federal Republic of Germany may draw upon any remaining balance in the ERP Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of the Federal Republic for drawings from the ERP Special Account, the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in the Federal Republic and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within the Federal Republic, including in particular:

a. Expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of the Federal Republic and the other participating countries, and projects or programs the external costs of which are being covered by assist-

<sup>9</sup> For an understanding relating to art. IV, para. 4, see 3 UST 5323; TIAS 2736.

ance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 as amended, or otherwise, or by loans from the International Bank for Reconstruction and Development;

b. Expenditures upon the exploration for and development of additional production of materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States of America; and

c. Effective retirement of the public debt, especially debt held by the Bank Deutscher Laender or other banking institutions.<sup>10</sup>

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article, remaining in the ERP Special Account on June 30, 1952, shall be disposed of within the Federal Republic of Germany for such purposes as may hereafter be agreed between the Governments of the United States of America and the Federal Republic, it being understood that the agreement of the United States of America shall be subject to approval by act or joint resolution of the Congress of the United States of America.

#### ARTICLE V

##### (GARIOA Special Account)

1. The provisions of this article shall apply with respect to all assistance which may be furnished by the Government of the United States of America under the authority of the applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas.

2. The Government of the Federal Republic of Germany will establish a special account (hereinafter called the GARIOA Special Account) in the Bank Deutscher Laender in the name of the Government of the Federal Republic and will make deposits in Deutsche Mark to this account as follows:

a. Any balance at the close of business on the effective date of this Agreement in the special account in the Bank Deutscher Laender entitled "Proceeds of GARIOA Imports Sub-Account" of "Military Governors for Germany (US/UK) Proceeds from Deferred Payments Import Account;"

b. All amounts due for deposit as of the effective date of this Agreement, or which may become due after such date, in fulfillment of the obligations assumed by the Government of the Federal Republic under Article 133 of the Basic Law for the Federal Republic, insofar as such obligations are related to arrangements for the provision of assistance to Germany authorized under applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas; and

c. Amounts in Deutsche Mark commensurate with the indicated dollar cost to the Government of the United States of commodities and services (including any costs of processing, storing, transporting, repairing, or other

<sup>10</sup> For an understanding relating to art. IV, para. 6, see 2 UST 1295; TIAS 2278.

services incident thereto) made available after the effective date of this Agreement, to the Federal Republic of Germany under the authority of applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas. The Government of the United States of America shall from time to time notify the Government of the Federal Republic of the indicated dollar costs of any such commodities and services, and the amounts in Deutsche Mark commensurate with such indicated dollar costs shall be determined in the manner set forth in Article IV(2)(d).

3. The Government of the United States of America will from time to time notify the Government of the Federal Republic of Germany of expenditures in Deutsche Mark to be paid from the GARIOA Special Account, and the Government of the Federal Republic will thereupon make such sums available out of any balances in the GARIOA Special Account in the manner requested by the Government of the United States of America in the notification.

4. The Government of the Federal Republic of Germany may draw upon any remaining balance in the GARIOA Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of the Federal Republic for drawings from the GARIOA Special Account, the Government of the United States of America will take into account the general consideration set forth in Article IV(6) of this Agreement.

## ARTICLE VI

### (Access to Materials)

1. The Government of the Federal Republic of Germany will facilitate the transfer to the United States of America, for stock piling or other purposes, of materials originating in the Federal Republic which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, upon such reasonable terms of sale, exchange, barter or otherwise, and in such quantities, and for such period of time, as may be agreed to between the Governments of the United States of America and the Federal Republic, after due regard for the reasonable requirements of the Federal Republic, for domestic use and commercial export of such materials. The Government of the Federal Republic will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the increased production of such materials within the Federal Republic, and the removal of any hindrances to the transfer of such materials to the United States of America. The Government of the Federal Republic will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. Recognizing the principle of equity in respect to the drain upon the natural resources of the United States of America, and of the participating countries, the Government of the Federal Republic of Germany will, when so requested by the Government of the United States of America, negotiate where applicable

a. A future schedule of minimum availabilities to the United States of America for future purchase and delivery of a fair share of materials originating in the Federal Republic which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources at world market prices so as to protect the access of United States industry to an equitable share of such materials either in percentages of production or in absolute quantities from the Federal Republic;

b. Arrangements providing suitable protection for the right of access for any citizen of the United States of America or any corporation, partnership, or other association created under the laws of the United States of America or of any state or territory thereof and substantially beneficially owned by citizens of the United States of America, in the development of such materials on terms of treatment equivalent to those afforded to the nationals of the Federal Republic; and

c. An agreed schedule of increased production of such materials where practicable in the Federal Republic and for delivery of an agreed percentage of such increased production to be transferred to the United States of America on a long-term basis in consideration of assistance furnished by the United States of America under this Agreement.

3. The Government of the Federal Republic of Germany, when so requested by the Government of the United States of America, will cooperate, wherever appropriate, to further the objectives of paragraphs 1 and 2 of this Article in respect of materials originating outside the Federal Republic of Germany.

#### ARTICLE VII

(Aid to Berlin)

The Federal Republic agrees to make available to the US, UK and French Sectors of Berlin, to the maximum extent possible, such assistance as may, in consultation between the Governments of the Federal Republic and of the City of Berlin, be determined to be required for the economic maintenance and development of that area.

#### ARTICLE VIII

(Travel Arrangements and Relief Supplies)

1. The Government of the Federal Republic of Germany will cooperate with the Government of the United States of America in facilitating and

encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

2. The Government of the Federal Republic of Germany will, when so desired by the Government of the United States of America, enter into negotiations for agreements (including the provision of duty-free treatment under appropriate safeguards) to facilitate the entry into the Federal Republic of supplies of relief goods donated to or purchased by United States voluntary non-profit relief agencies and of relief packages originating in the United States of America and consigned to individuals residing in the Federal Republic.

#### ARTICLE IX

##### (Consultation and Transmittal of Information)

1. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of the Federal Republic of Germany will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the Government of the Federal Republic:

a. Detailed information of projects, programs and measures proposed or adopted by the Government of the Federal Republic to carry out the provisions of this Agreement and the General Obligations of the Convention for European Economic Cooperation;

b. Full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter;

c. Information regarding its economy and any other relevant information, necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948 as amended, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

3. The Government of the Federal Republic of Germany will assist the Government of the United States of America to obtain information relating to the materials originating in the Federal Republic referred to in Article VI which is necessary to the formulation and execution of the arrangements provided for in that Article.

## ARTICLE X

## (Publicity)

1. The Government of the United States of America and the Federal Republic of Germany recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for European recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Government of the Federal Republic of Germany will encourage the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. It will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. It will further provide other participating countries and the Organization for European Economic Cooperation with full information on the progress of the program for economic recovery.

4. The Government of the Federal Republic of Germany will make public in the Federal Republic in each calendar quarter full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

## ARTICLE XI

## (Missions)

1. The Government of the Federal Republic of Germany agrees to receive a Special Mission for Economic Cooperation which will discharge the responsibilities of the Government of the United States of America in the Federal Republic under this Agreement.

2. The Government of the Federal Republic of Germany, upon appropriate notification from the Government of the United States, will accord appropriate courtesies to the Special Mission and its personnel, the United States Special Representative in Europe and his staff, and the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America, and will grant them the facilities and assistance necessary to the effective performance of their responsibilities to assure the accomplishment of the purposes of this Agreement.

3. The Government of the Federal Republic of Germany, directly and through its representatives on the Organization for European Economic

Cooperation will extend full cooperation to the Special Mission, to the United States Special Representative in Europe and his staff, and to the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

#### ARTICLE XII

##### (Outstanding Obligations and Commitments)

The Government of the Federal Republic of Germany agrees to assume any obligations of the United States or United Kingdom Military Governors, the French Commander-in-Chief, or the United States, United Kingdom, or French High Commissioners in Germany, undertaken, prior to the effective date of this Agreement, pursuant to or in carrying out the Agreements between the Government of the United States of America and said Military Governors acting on behalf of the United States and United Kingdom Occupied Areas in Germany, made on July 14, 1948, and between the Government of the United States of America and the French Commander-in-Chief in Germany, acting on behalf of the French Zone of Occupation of Germany, made on July 9, 1948, or pursuant to or in carrying out of arrangements for the provision of assistance to Germany authorized under applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas, to the full extent that the discharge of such obligation is within the jurisdiction of the Federal Republic of Germany. The Government of the Federal Republic further undertakes to assume full responsibility in connection with any and all claims against the Military Governors or the High Commissioners which may now exist or hereafter arise in connection with transactions entered into in carrying out the agreements or arrangements above referred to. The Government of the United States of America, for its part, agrees to honor any commitments made prior to the effective date of this Agreement, pursuant to the Agreements referred to above.

#### ARTICLE XIII

##### (Definitions)

As used in this Agreement:

1. The term "participating country" means:
  - a. Any country which signed the report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied; and

b. Any other country (including any of the Zones of Occupation of Germany, any areas under international administration or control and the Free Territory of Trieste or either of its zones) wholly or partly in Europe, together with dependent areas under its administration;

for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this Agreement.

2. The term "Conditional aid" means:

dollars furnished by the Government of the United States under the authority of the Economic Cooperation Act of 1948, as amended, to a participating country on condition that such country advance equivalent aid in the form of drawing rights in its own currency to other participating countries.

#### ARTICLE XIV

Nothing in this Agreement shall be deemed to:

a. Authorize or require any action inconsistent with the Occupation Statute, or with legislation or other measures of the Occupation Authorities, or with agreements relating to Germany concluded by or on behalf of the Governments of the United States, the United Kingdom and France among themselves or jointly with other Governments (including the agreement establishing the International Authority for the Ruhr<sup>11</sup>);

b. Affect in any way the obligations of the Federal Republic under existing agreements or arrangements entered into on behalf of Germany; or

c. Abrogate or in any way limit the rights or powers of the Governments of the United States, the United Kingdom or France, jointly or severally, in respect to Germany, from whatever source derived and however exercised.

#### ARTICLE XV

(Entry into Force, Amendment, Duration)

1. This Agreement shall become effective upon notification by the Government of the Federal Republic of Germany to the Government of the United States that all necessary legal requirements in connection with the conclusion by the Federal Republic of this Agreement have been fulfilled. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1953, and, unless at least six months before June 30, 1953, either Government shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumptions under-

<sup>11</sup> 3 UST 5203; TIAS 2718.

lying this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

- a. Six months after the date of such notice of intention to terminate, or
- b. After such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of the Federal Republic of Germany are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice; provided, however, that Article VI and paragraph 3 of Article IX shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Articles IV and V shall remain in effect until all the sums in the currency of the Federal Republic of Germany required to be deposited in accordance with its own terms have been disposed of as provided in these Articles. Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the two Governments, subject to required legal procedures in each Country.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

In witness whereof the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done at Bonn, in duplicate, both texts authentic, this fifteenth day of December 1949.

For the Government of the United States of America  
JOHN J. McCLOY

For the Government of the Federal Republic  
of Germany [translation]  
KONRAD ADENAUER

## ANNEX

*(Interpretative Notes)*

1. It is understood that the requirements of paragraph 1(a) of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under the Agreement effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the obligation under paragraph 1(c) of Article II to balance the budgets as soon as practicable would not preclude deficits over a short period but would mean a budgetary policy involving the balancing of the budgets in the long run.

3. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean:

a. Fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

b. Excluding enterprises from or allocating or dividing, any territorial market or fields of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

c. Discriminating against particular enterprises;

d. Limiting production or fixing production quotas;

e. Preventing by agreement the development or application of technology or invention whether patented or unpatented;

f. Extending the use of rights under patents, trademarks or copyrights granted by either country to matters which, according to its laws and regulations, are not within the scope of such grants or to products or conditions of production, use or sale which are likewise not subjects of such grants; and

g. Such other practices as the two Governments may agree to include.

It is further understood that any undertakings of the Federal Republic with respect to the above practices will be subject to the provisions of Article XIV of this Agreement.

4. It is understood that the Government of the Federal Republic of Germany is obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination.

5. It is understood that the date of notification referred to in Article IV 2 (d) shall mean, for purposes of determining the conversion rate to be used in computing the amount in Deutsche Mark commensurate with the indicated dollar cost shown on any notification to the Government of the Federal Republic, the date of the last day of the disbursement period covered by such notification.

6. It is understood that the obligation of the Federal Republic to deposit counterpart under Article IV includes the obligation to deposit counterpart against any notification made subsequent to the effective date of this Agreement, of the dollar cost of commodities, services and technical information authorized for procurement prior to this Agreement.

7. It is understood that the phrase in Article VI, "After due regard for the reasonable requirements of the Federal Republic for domestic use" would include the maintenance of reasonable stocks of the materials concerned and that the phrase "commercial export" might include barter transactions. It is also understood that arrangements negotiated under Article VI might appropriately include provisions for consultation, in accordance with the principles of Article 32 of the Havana Charter of an International Trade Organization,<sup>12</sup> in the event that stock piles are liquidated.

8. It is understood that the Government of the Federal Republic of Germany will not be requested, under paragraph 2(a) of Article IX, to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

9. Nothing in Article XIV shall be deemed to affect in any way the fact that the undertaking of the Government of the United States under Article I of this Agreement is limited to furnishing assistance under the terms, conditions and termination provisions of the Economic Cooperation Act of 1948, Acts amendatory and supplementary thereto and Appropriations Acts thereunder, and to extending assistance under applicable provisions of Appropriation Acts for the Government and Relief of Occupied Areas.

10. In the determination of the obligations of the Federal Republic under Article VII of this Agreement, account will be taken by the Government of the United States of the economic, financial and budgetary situation in the Federal Republic and in Berlin.

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<sup>12</sup> Unperfected. Art. 32(3) of the Havana Charter reads as follows:

"Such Member shall, at the request of any Member which considers itself substantially interested, consult as to the best means of avoiding substantial injury to the economic interests of producers and consumers of the primary commodity in question. In cases where the interests of several Members might be substantially affected, the Organization may participate in the consultations, and the Member holding the stocks shall give due consideration to its recommendations."

## RELATED LETTER

*The Chancellor of the Federal Republic of Germany to the United States  
High Commissioner for Germany*

[TRANSLATION]

THE FEDERAL REPUBLIC OF GERMANY

THE FEDERAL CHANCELLOR

5106/0619/49

BONN, *December 28, 1949*

His Excellency

The High Commissioner of the United States  
and ECA Representative for Germany

Mr. JOHN J. McCLOY

*Bonn-Petersberg*

EXCELLENCY:

It is my intention to submit to the Federal Council and the Federal Assembly for ratification the Agreement of December 15, 1949 between the Federal Republic of Germany and the United States of America. I intend accordingly to postpone until after the ratification the dispatch of notification provided for in paragraph 1 of Article XV of this Agreement. It is agreed, however, that until the necessary parliamentary procedure has been completed and until this notification has been delivered the Agreement and all its provisions shall go into force provisionally as of December 29, 1949. It is also agreed that until it has received such notification the Government of the United States shall continue to provide the aid arranged for in the Agreement in accordance with the provisions and conditions established therein, and that the Federal Republic of Germany shall duly fulfill all her obligations under the Agreement.

It is also agreed that if the Government of the United States has not received the above-mentioned notification on or before January 31, 1950, the Government of the United States may rescind this temporary Agreement and the provisional entry into force of the Agreement five days after notification of such intent.

I should be grateful if you would agree to the above statements by indicating your approval on the enclosed copy of this communication and returning it to me.<sup>13</sup>

Accept, Excellency, the assurances of my most distinguished consideration.

ADENAUER

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<sup>13</sup> Confirmation copy signed by John J. McCloy and returned Dec. 9, 1949.

# Greece

## COMMERCE AND NAVIGATION

*Treaty signed at London December 22, 1837*

*Senate advice and consent to ratification March 26, 1838*

*Ratified by the President of the United States April 12, 1838*

*Ratified by Greece April 18, 1838*

*Ratifications exchanged at London June 25, 1838*

*Entered into force June 25, 1838*

*Proclaimed by the President of the United States August 30, 1838*

*Supplemented by protocol of February 10, 1890<sup>1</sup>*

*Articles XII, XIII, and XIV abrogated by convention of December 2, 1902<sup>2</sup>*

*Terminated January 26, 1921<sup>3</sup>*

8 Stat. 498; Treaty Series 147<sup>4</sup>

### TREATY OF COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA, AND HIS MAJESTY THE KING OF GREECE

The United States of America and His Majesty The King of Greece, equally animated with the sincere desire of maintaining the relations of good understanding which have hitherto so happily subsisted between their respective States, of extending also and consolidating the Commercial intercourse between them; and convinced that this object cannot better be accomplished than by adopting the system of an entire freedom of Navigation, and a perfect reciprocity, based upon principles of equity equally beneficial to both Countries; Have, in consequence, agreed to enter into negotiations for the conclusion of a Treaty of Commerce and Navigation, and for that purpose have appointed Plenipotentiaries; The President of the United States of America Andrew Stevenson, Envoy Extraordinary, and Minister Plenipotentiary of

<sup>1</sup> TS 148, *post*, p. 312.

<sup>2</sup> TS 424, *post*, p. 313.

<sup>3</sup> Pursuant to notice of termination given by Greece Jan. 24, 1920.

<sup>4</sup> For a detailed study of this treaty, see 4 Miller 107.

the United States, near the Court of Her Britannic Majesty, and His Majesty The King of Greece Spiridion Tricoupi Councillor of State on Special Service, His Envoy Extraordinary, and Minister Plenipotentiary near the same Court, Grand Commander of the Royal Order of the Saviour, Grand Cross of the American Order of Isabella the Catholic, who after having exchanged their full Powers, found in good and due form, have agreed upon the following Articles.

#### ARTICLE I<sup>5</sup>

The Citizens and Subjects of each of the two High Contracting Parties, may, with all security for their persons, vessels, and cargoes, freely enter the ports, places, and rivers of the Territories of the other, wherever Foreign Commerce is permitted. They shall be at liberty to sojourn and reside in all parts whatsoever of said territories;—to rent and occupy houses and warehouses for their commerce, and they shall enjoy generally, the most entire security and protection in their Mercantile Transactions, on conditions of their submitting to the Laws and Ordinances of the respective Countries.

#### ARTICLE II

Greek Vessels arriving either laden or in ballast, into the Ports of the United States of America, from whatever place they may come, shall be treated on their entrance, during their stay, and at their departure upon the same footing as National Vessels coming from the same place, with respect to the duties of tonnage, light houses, pilotage, and port charges, as well as to the perquisites of Public Officers, and all other duties or charges of whatever kind or denomination, levied in the name, or to the profit of the Government, the Local Authorities, or of any Private Establishment whatsoever.

And, reciprocally, the Vessels of the United States of America arriving either laden, or in ballast, into the Ports of the Kingdom of Greece, from whatever place they may come, shall be treated on their entrance, during their stay, and at their departure upon the same footing as National Vessels coming from the same place, with respect to the duties of tonnage, light-houses, pilotage, and port charges, as well as to the perquisites of Public Officers, and all other duties or charges, of whatever kind or denomination, levied in the name, or to the profit of the Government, the Local Authorities, or of any Private Establishment whatsoever.

#### ARTICLE III

All that may be lawfully imported into the United States of America in Vessels of the said States, may also be thereinto imported in Greek Vessels, from whatever place they may come, without paying other or higher duties or charges of whatever kind or denomination, levied in the name, or to the

<sup>5</sup> For an understanding relating to art. I, see protocol of Feb. 10, 1890. (TS 148), *post*, p. 312.

profit of the Government, the Local Authorities, or of any Private Establishments whatsoever, than if imported in National Vessels.

And, reciprocally, all that may be lawfully imported into the Kingdom of Greece, in Greek Vessels, may also be thereinto imported, in Vessels of the United States of America, from whatever place they may come, without paying other or higher duties or charges, of whatever kind or denomination, levied in the name, or to the profit of the Government, the Local Authorities, or of any Private Establishments whatsoever, than if imported in National Vessels.

#### ARTICLE IV

All that may be lawfully exported from the United States of America, in Vessels of the said States, may also be exported therefrom in Greek Vessels, without paying other or higher duties or charges of whatever kind or denomination, levied in the name or to the profit of the Government, the Local Authorities or of any Private Establishments whatsoever, than if exported in National Vessels.

And, reciprocally, all that may be lawfully exported from the Kingdom of Greece in Greek Vessels, may also be exported therefrom in Vessels of the United States of America, without paying other or higher duties or charges, of whatever kind or denomination, levied in the name or to the profit of the Government, the Local Authorities, or of any Private Establishments whatsoever, than if exported in National Vessels.

#### ARTICLE V

It is expressly understood that the foregoing second, third, and fourth Articles are not applicable to the Coast-wise Navigation from one Port of the United States of America, to another Port of the said States; nor to the navigation from one port of the Kingdom of Greece to another port of the said Kingdom, which navigation each of the two High Contracting Parties reserves to itself.

#### ARTICLE VI

Each of the two High Contracting Parties engages not to grant, in its purchases, or in those which might be made by Companies or Agents, acting in its name, or under its authority, any preference to importations made in its own vessels, or in those of a third Power, over those made in the vessels of the other Contracting Party.

#### ARTICLE VII

The two High Contracting Parties engage not to impose upon the Navigation between their respective Territories, in the vessels of either, any tonnage or other duties of any kind or denomination, which shall be higher or other than those which shall be imposed on every other Navigation, except that

which they have reserved to themselves respectively by the fifth Article of the present Treaty.

#### ARTICLE VIII

There shall not be established in the United States of America, upon the products of the soil or industry of the Kingdom of Greece, any prohibition or restriction of importation or exportation, nor any duties of any kind or denomination whatsoever, unless such prohibitions, restrictions and duties shall likewise be established upon articles of like nature, the growth of any other Country;

And, reciprocally, there shall not be established in the Kingdom of Greece on the products of the soil or industry of the United States of America, any prohibition or restriction of importation or exportation, nor any duties of any kind or denomination whatsoever, unless such prohibitions, restrictions, and duties be likewise established upon articles of like nature, the growth of any other Country.

#### ARTICLE IX

All privileges of transit and all bounties and drawbacks which may be allowed within the territories of one of the High Contracting Parties, upon the importation or exportation of any article whatsoever, shall, likewise, be allowed on the articles of like nature, the products of the soil or industry of the other Contracting Party, and on the importations and exportations made in its vessels.

#### ARTICLE X

The Citizens or Subjects of one of the High Contracting Parties, arriving with their Vessels on the Coasts belonging to the other, but not wishing to enter the Port, or after having entered therein, not wishing to unload any part of their cargo, shall be at liberty to depart and continue their voyage, without paying any other duties, imposts, or charges whatsoever for the vessel and cargo, than those of pilotage, wharfage, and for the support of Light-houses, when such duties shall be levied on National Vessels in similar cases. It is understood, however, that they shall always conform to such regulations and ordinances concerning navigation, and the places and ports which they may enter, as are, or shall be, in force with regard to National Vessels, and that the custom house officers shall be permitted to visit them, to remain on board, and to take all such precautions as may be necessary to prevent all unlawful Commerce, as long as the Vessels shall remain within the limits of their Jurisdiction.

#### ARTICLE XI

It is further agreed that the Vessels of one of the High Contracting Parties, having entered into the ports of the other, will be permitted to confine themselves to unloading such part only of their cargoes as the Captain or Owner

may wish, and that they may freely depart with the remainder, without paying any duties, imposts, or charges whatsoever, except for that part which shall have been landed, and which shall be marked upon, and erased from, the manifest exhibiting the enumeration of the articles with which the vessel was laden, which manifest shall be presented entire at the Custom House of the place where the vessel shall have entered. Nothing shall be paid on that part of the cargo which the vessel shall carry away, and with which it may continue its voyage, to one, or several other ports of the same Country, there to dispose of the remainder of its cargo, if composed of articles whose importation is permitted, on paying the duties chargeable upon it; or it may proceed to any other Country. It is understood, however, that all duties, imposts, or charges whatsoever, which are or may become chargeable upon the vessels themselves, must be paid at the first port where they shall break bulk, or unlade part of their cargoes; but that no duties, imposts, or charges, of the same description shall be demanded anew in the ports of the same Country, which such vessels, might, afterwards wish to enter, unless National Vessels, be in similar cases, subject to some ulterior duties.

#### ARTICLE XII<sup>6</sup>

Each of the High Contracting Parties grants to the other, the privilege of appointing in its commercial ports and places, Consuls, Vice Consuls, and Commercial Agents, who shall enjoy the full protection, and receive every assistance necessary for the due exercise of their functions; But it is expressly declared that in case of illegal or improper conduct, with respect to the laws or government of the Country, in which said Consuls, Vice Consuls, or Commercial Agents shall reside, they may be prosecuted and punished conformably to the laws, and deprived of the exercise of their functions by the offended Government, which shall acquaint the other with its motives for having thus acted; it being understood, however, that the archives and documents relative to the affairs of the Consulate shall be exempt from all search; and shall be carefully preserved under the seals of the Consuls, Vice Consuls, or Commercial Agents, and of the authority of the place where they may reside.

The Consuls, Vice Consuls, or Commercial Agents, or the persons duly authorized to supply their places, shall have the right as such, to sit as Judges and Arbitrators in such differences as may arise between the Captains and Crews of the vessels belonging to the Nation whose interests are committed to their charge, without the interference of the Local Authorities, unless the conduct of the Crews, or of the Captain should disturb the order or tranquillity of the Country, or the said Consuls, Vice Consuls, or Commercial

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<sup>6</sup> Abrogated by convention of Dec. 2, 1902 (TS 424, *post*, p. 313).

Agents should require their assistance to cause their decisions to be carried into effect or supported—It is, however, understood, that this species of judgment or arbitration shall not deprive the contending parties of the right they have to resort on their return to the judicial authority of their Country.

#### ARTICLE XIII <sup>6</sup>

The said Consuls, Vice Consuls, or Commercial Agents are authorized to require the assistance of the Local Authorities for the arrest, detention, and imprisonment of the Deserters from the ships of War, and Merchant Vessels of their Country; and for this purpose, they shall apply to the competent Tribunals Judges, and Officers, and shall in writing demand said Deserters, proving by the exhibition of the registers, of the vessels, the rolls of the Crews, or by other Official Documents that such Individuals formed part of the Crews;—and on this reclamation being thus substantiated, the surrender shall not be refused.

Such Deserters, when arrested, shall be placed at the disposal of the said Consuls, Vice Consuls, or Commercial Agents, and may be confined in the Public Prisons, at the request and cost of those who claim them, in order to be sent to the vessels to which they belonged, or to others of the same Country. But if not sent back within the space of two months, reckoning from the day of their arrest, they shall be set at liberty, and shall not be again arrested for the same cause.

It is understood, however, that if the deserter should be found to have committed any crime or offence, his surrender may be delayed, until the Tribunal before which the case shall be depending, shall have pronounced its sentence, and such sentence shall have been carried into effect.

#### ARTICLE XIV <sup>6</sup>

In case any vessel of one of the High Contracting Parties shall have been stranded or shipwrecked, or shall have suffered any other damage on the Coasts of the Dominions of the other, every aid and assistance shall be given to the persons shipwrecked, or in danger, and passports shall be granted to them to return to their Country. The shipwrecked vessels and merchandize or their proceeds, if the same shall have been sold, shall be restored to their owners, or to those entitled thereto, if claimed within a year and a day, upon paying such costs of salvage as would be paid by National vessels in the same circumstances; and the Salvage Companies shall not compel the acceptance of their services, except in the same cases, and after the same delays as shall be granted to the captains and crews of National vessels. Moreover, the respective Governments will take care that these companies do not commit any vexatious or arbitrary acts.

## ARTICLE XV

It is agreed that vessels arriving directly from the United States of America, at a port within the dominions of His Majesty The King of Greece, or from the Kingdom of Greece at a port of the United States of America, and provided with a bill of Health, granted by an Officer, having competent power to that effect, at the port whence such vessels shall have sailed, setting forth that no malignant or contagious diseases prevailed in that port, shall be subjected to no other Quarantine than such as may be necessary for the visit of the Health Officer of the Port where such vessels shall have arrived, after which said vessels shall be allowed immediately to enter, and unload their cargoes—Provided always that there shall be on board no person who during the voyage, shall have been attacked with any malignant or contagious Diseases; that such vessels shall not, during their passage, have communicated with any vessel liable itself, to undergo a Quarantine, and that the Country whence they came shall not, at that time, be so far infected or suspected, that before their arrival an ordinance had been issued, in consequence of which all vessels coming from that Country should be considered as suspected, and consequently subject to Quarantine.

## ARTICLE XVI

Considering the remoteness of the respective Countries of the two High Contracting Parties, and the uncertainty resulting therefrom, with respect to the various events which may take place; It is agreed that a Merchant vessel belonging to either of them, which may be bound to a Port supposed at the time of its departure to be blockaded, shall not, however, be captured or condemned, for having attempted a first time to enter said port, unless it can be proved that said vessel could and ought to have learned during its voyage that the blockade of the place in question still continued. But all Vessels which after having been warned off once, shall, during the same voyage attempt a second time to enter the same blockaded port, during the continuance of said Blockade, shall then subject themselves to be detained, and condemned.

## ARTICLE XVII

The present Treaty shall continue in force for ten years, counting from the day of the exchange of the ratifications; and if before the expiration of the first nine years, neither of the High Contracting Parties shall have announced by an Official Notification to the other its intention to arrest the operation of said Treaty, it shall remain binding for one year beyond that time, and so on, until the expiration of the twelve months which will follow a similar Notification, whatever the time at which it may take place.

## ARTICLE XVIII

The present Treaty shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate, and by His Majesty The King of Greece, and the ratifications to be exchanged at London within the space of twelve months from the signature, or sooner if possible.

In faith whereof the respective Plenipotentiaries of the High Contracting Parties, have signed the present Treaty, both in English and French, and have affixed thereto their seals.

Done in duplicate at London the tenth/twenty second of December in the year of our Lord One thousand eight hundred and thirty seven.

A. STEVENSON [SEAL]

S. TRICOUPI [SEAL]

## COMMERCE AND NAVIGATION

*Protocol signed at Athens February 10, 1890, supplementing treaty of  
December 22, 1837*

*Entered into force February 10, 1890*

*Treaty terminated January 26, 1921*<sup>1</sup>

Treaty Series 148

PROTOCOL OF A CONFERENCE HELD AT ATHENS ON THE <sup>30th.</sup>/<sub>10th.</sub> DAY OF <sup>January</sup>/<sub>February</sub>  
1890 BETWEEN THE HONORABLE A. LOUDON SNOWDEN MINISTER RESI-  
DENT OF THE UNITED STATES OF AMERICA AND HIS EXCELLENCY STEPHEN  
DRAGOMIS, MINISTER FOR FOREIGN AFFAIRS OF HIS MAJESTY THE KING  
OF THE HELLENES

In view of the desire of the Government of the United States and of that of His Hellenic Majesty to effect a reciprocal understanding in regard to the rights and remedies of associations organized under the laws of one of the countries, in the territories of the other, the Minister of the United States declares that joint stock companies and other associations commercial industrial and financial constituted in conformity with the laws in force in Greece may exercise in the United States, the rights and privileges of subjects of Greece, under Article I of the Treaty of Commerce and navigation, between the Government of the United States and that of His Hellenic Majesty, concluded in London on the 10th.-22nd. of December 1837,<sup>2</sup> including the right of appearing before tribunals for the purpose of bringing an action or of defending themselves with the sole condition that in exercising these rights they always conform to the laws and customs existing in the United States and the several States.

The Hellenic Minister for Foreign Affairs declares on his part reciprocally, that similar rights and privileges shall be enjoyed by corporations of the United States in Greece, whether now or heretofore organized, or to be created in the future, provided they likewise conform to the laws and customs of Greece.

In testimony of which we have interchangeably signed this Protocol Athens on the <sup>30th</sup>/<sub>10th</sub> of <sup>January</sup>/<sub>February</sub> 1890.

A. LOUDON SNOWDEN [SEAL]

E. DRAGOMIS [SEAL]

<sup>1</sup> Pursuant to notice of termination given by Greece Jan. 24, 1920.

<sup>2</sup> TS 147, *ante*, p. 304.

## CONSULAR RELATIONS

*Convention signed at Athens December 2, 1902*

*Senate advice and consent to ratification, with an amendment, February 16, 1903*<sup>1</sup>

*Ratified by the President of the United States, with an amendment, May 20, 1903*<sup>1</sup>

*Ratified by Greece July 8, 1903*

*Ratifications exchanged at Athens July 9, 1903*

*Entered into force July 9, 1903*

*Proclaimed by the President of the United States July 11, 1903*

*Articles XII and XIII abrogated by the United States July 1, 1916, in accordance with Seamen's Act of March 4, 1915*<sup>2</sup>

33 Stat. 2122; Treaty Series 424

### CONVENTION CONCERNING THE RIGHTS AND PRIVILEGES OF CONSULS

The President of the United States of America and His Majesty the King of the Hellenes, being mutually desirous of defining the rights, privileges and immunities of consular officers in the two Countries, deem it expedient to conclude a consular convention for that purpose, and have accordingly named as their Plenipotentiaries:

The President of the United States of America, Charles S. Francis, Envoy Extraordinary and Minister Plenipotentiary to His Majesty the King of the Hellenes,

His Majesty the King of the Hellenes, Alexander Th. Zaimis, Commander of the Royal Order of the Saviour, etc., President of His Council, His Minister for Foreign Affairs,

Who, after having communicated to each other their respective full powers, found to be in good and due form, have agreed upon the following articles:

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<sup>1</sup> The U.S. amendment called for addition of a paragraph to art. 4. The text printed here is the amended text as proclaimed by the President.

<sup>2</sup> 38 Stat. 1164. The U.S. notice of abrogation was accepted by Greece with the understanding that only such provisions of these articles as were in conflict with the act should be abrogated and all other provisions, especially those concerning the arrest, detention, and imprisonment of deserters from war vessels, should continue in force (1916 For. Rel. 41).

## ARTICLE I

Each of the high contracting parties agrees to receive from the other, consuls-general, consuls, vice-consuls and consular agents in all its ports, cities and places, except those where it may not be convenient to recognize such officers. This reservation, however, shall not apply to one of the high contracting parties without also applying to every other power.

## ARTICLE II

The consuls-general, consuls, vice-consuls and consular agents of the two high contracting parties shall enjoy reciprocally, in the states of the other, all the privileges, exemptions and immunities that are enjoyed by officers of the same rank and quality of the most favored nation. The said officers, before being admitted to the exercise of their functions and the enjoyment of the immunities thereto pertaining, shall present their commissions in the forms established in their respective countries. The government of each of the two high contracting powers shall furnish them the necessary exequatur free of charge, and, on the exhibition of this instrument, they shall be permitted to enjoy the rights, privileges and immunities granted by this convention.

## ARTICLE III

Consuls-general, consuls, vice-consuls and consular agents, citizens of the State by which they are appointed, shall be exempt from preliminary arrest, except in the case of offences which the local legislation qualifies as crimes and punishes as such; they shall be exempt from military billetings, from service in the regular army or navy, in the militia, or in the national guard; they shall likewise be exempt from all direct taxes, national, state or municipal, unless such taxes become due on account of the possession of real estate, or for interest on capital invested in the country where the said officers exercise their functions. This exemption shall not, however, apply to consuls-general, consuls, vice-consuls or consular agents engaged in any profession, business or trade; but said officers shall in such case be subject to the payment of the same taxes that would be paid by any other foreigner under the like circumstances.

## ARTICLE IV

When a court of one of the two countries shall desire to receive the judicial declaration or deposition of a consul-general, consul, vice-consul or consular agent, who is a citizen of the State which appointed him and who is engaged in no commercial business, it shall request him, in writing, to appear before it; and in case of his inability to do so, it shall request him to give his testimony in writing, or shall visit his residence or office to obtain it orally.

It shall be the duty of such officer to comply with this request with as little delay as possible.

In all criminal cases the appearance in court of said consular officer shall be demanded, with all possible regard to the consular dignity and to the duties of his office.

It shall be the duty of said Consular Officers to comply with this request, without any delay which can be avoided. Nothing in the foregoing part of this article, however, shall be construed to conflict with the provisions of the sixth article of the amendments to the Constitution of the United States, or with like provisions in the Constitutions of the several States, whereby the right is secured to persons charged with crimes, to obtain witnesses in their favor, and to be confronted with the witnesses against them.<sup>3</sup>

#### ARTICLE V

Consuls-general, consuls, vice-consuls and consular agents may place over the outer door of their offices the arms of their nation, with this inscription: Consulate-General, or Consulate, or Vice-Consulate, or Consular Agency of the United States or of Greece.

They may also raise the flag of their country on their offices. They may in like manner, raise the flag of their country over the boat employed by them in the port for the exercise of their functions.

#### ARTICLE VI

The consular offices shall at all times be inviolable. The local authorities shall not, under any pretext, invade them. In no case shall they examine or seize the papers there deposited. In no case shall those offices be used as places of asylum. When a consular officer is engaged in other business the papers relating to the consulate shall be kept separate.

#### ARTICLE VII

In the event of the death, incapacity or absence of consuls-general, consuls, vice-consuls and consular agents, their chancellors or secretaries, whose official character may have previously been made known to the Department of State at Washington or to the Ministry of Foreign Affairs in Greece, may temporarily exercise their functions, and while thus acting they shall enjoy all the rights, prerogatives and immunities granted to the incumbents.

#### ARTICLE VIII

Consuls-general and consuls may, so far as the laws of their country allow, with the approbation of their respective governments, appoint vice-consuls and consular agents in the cities, ports and places within their consular jurisdiction.

These agents may be selected from among citizens of the United States or of Greece, or those of other countries. They shall be furnished with a regular

<sup>3</sup> This paragraph was added by U.S. amendment.

commission, and shall enjoy the privileges stipulated for consular officers in this convention, subject to the exceptions specified in articles 3 and 4.

#### ARTICLE IX

Consuls-general, consuls, vice-consuls and consular agents shall have the right to address the administrative and judicial authorities, whether in the United States of the Union, the States or the municipalities, or in Greece, of the State, throughout the whole extent of their consular jurisdiction, in order to complain of any infraction of the treaties and conventions between the United States and Greece, and for the purpose of protecting the rights and interests of their countrymen. If the complaint should not be satisfactorily redressed, the consular officers aforesaid, in the absence of a diplomatic agent of their country, may apply directly to the government of the country where they exercise their functions.

#### ARTICLE X

Consuls-general, consuls, vice-consuls and consular agents may take at their offices, at their private residence, at the residence of the parties, or on board ship the depositions of the captains and crews of vessels of their own country, of passengers on board of them, and of any other citizen of their nation. They may also receive at their offices, conformably to the laws and regulations of their country, all contracts between the citizens of their country and the citizens or other inhabitants of the country where they reside, and even all contracts between the latter, provided they relate to property situated, or to business to be transacted, in the territory of the nation to which the said consular officer may belong.

Such papers and official documents, whether in the original, in copies or in translation, duly authenticated and legalized by the consuls-general, consuls, vice-consuls and consular agents, and sealed with their official seal, shall be received as legal documents in courts of justice throughout the United States and Greece.

#### ARTICLE XI

In the case of the death of any citizen of the United States in Greece, or of a Greek subject in the United States, without having any known heirs or testamentary executors by him appointed, the competent local authorities shall give information of the circumstance to the consular officers of the nation to which the deceased belongs, in order that the necessary information may be immediately forwarded to the parties interested.

In all that relates to the administration and settlement of estates, the consular officers of the high contracting parties shall have the same rights and privileges as those accorded in the United States of America and Greece, respectively, to the consular officers of the most favored nation.

ARTICLE XII<sup>4</sup>

Consuls-general, consuls, vice-consuls and consular agents shall have exclusive charge of the internal order of the merchant vessels of their nation and shall alone take cognizance of differences which may arise either at sea or in port between the captains, officers and crews, without exception, particularly in reference to the adjustment of wages and the execution of contracts.

In case any disorder should happen on board of vessels of either party, in the territory or waters of the other, neither the Federal, State or Municipal Authorities or Courts in the United States, nor any Court or Authority in Greece, shall on any pretext interfere except when the said disorders are of such a nature as to cause or to be likely to cause a breach of the peace or serious trouble in the port or on shore; or when, in such trouble or breach of the peace, a person or persons shall be implicated, not forming a part of the crew.

In any other case, said Federal, State or Municipal Authorities or Courts in the United States, or Courts or Authorities in Greece, shall not interfere but shall render forcible aid to consular officers, when they may ask it, to search, arrest and imprison all persons composing the crew, whom they may deem it necessary to confine. Those persons shall be arrested at the sole request of the consuls addressed in writing to either the Federal, State or Municipal Courts or Authorities in the United States, or to any Court or Authority in Greece, and supported by an official extract from the register of the ship or the list of the crew, and the prisoners shall be held, during the whole time of their stay in the port, at the disposal of the consular officers. Their release shall be granted at the mere request of such officers made in writing. The expenses of the arrest and detention of those persons, shall be paid by the consular officers.

ARTICLE XIII<sup>4</sup>

The said consuls-general, consuls, vice-consuls and consular agents are authorized to require the assistance of the local authorities for the arrest, detention and imprisonment of the deserters from the ships of war and merchant vessels of their country; and for this purpose they shall apply to the competent tribunals, judges and officers and shall, in writing, demand said deserters, proving by the exhibition of the registers of the vessels, the rolls of the crews, or by other official documents, that such individuals formed part of the crews, and on this reclamation being thus substantiated the surrender shall not be refused. Such deserters, when arrested, shall be placed at the disposal of the said consuls-general, consuls, vice-consuls and consular agents, and may be confined in the public prisons at the request and cost of those who claim them, in order to be sent to the vessels to which they

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<sup>4</sup> Abrogated by the United States July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164). For an understanding by Greece, see footnote 2, p. 313.

belonged, or to others of the same country. But if not sent back within the space of two months, reckoning from the day of their arrest, they shall be set at liberty, and shall not again be arrested for the same cause.

It is understood, however, that if the deserter should be found to have committed any crime or offence, his surrender may be delayed until the tribunal before which the case shall be depending shall have pronounced its sentence, and such sentence shall have been carried into effect.

#### ARTICLE XIV

In the absence of an agreement to the contrary, between the owners, freighters and insurers, all damages suffered at sea, by the vessels of the two countries, whether they enter the respective ports voluntarily or are forced by stress of weather or other causes over which the officers have no control, shall be settled by the consuls-general, consuls, vice-consuls and consular agents of the country in which they respectively reside; in case, however, any citizen of the country in which the said officers reside, or subjects of a third power, should be interested in these damages, and the parties cannot come to an amicable agreement, the competent local authorities shall decide.

#### ARTICLE XV

All operations relative to the salvage of United States vessels wrecked upon the coasts of Greece, and of Greek vessels upon the coasts of the United States, shall be directed by the respective consuls-general, consuls, and vice-consuls of the two countries, and until their arrival, by the respective consular agents, where consular agencies exist.

In places and ports where there is no such agency, the local authorities shall give immediate notice of the shipwreck to the consul of the district in which the disaster has taken place, and until the arrival of said consul, they shall take all necessary measures for the protection of persons and the preservation of property.

The local authorities shall intervene only to preserve order, and to protect the interests of the salvors, if they do not belong to the crew of the wrecked vessel, and to secure the execution of the arrangements made for the entry and exportation of the merchandise saved. It is understood that such merchandise is not to be subjected to any custom-house charges, unless it be intended for consumption in the country in which the wreck took place.

#### ARTICLE XVI

Consuls-general, consuls, vice-consuls and consular agents shall be at liberty to go, either in person or by proxy, on board vessels of their nation admitted to entry and to examine the officers and crews, to examine the ship's papers, to receive declarations concerning their voyage, their destination and the incidents of the voyage; also to draw up manifests and lists

of freight, to facilitate the entry and clearance of their vessels, and finally to accompany the said officers or crews before the judicial or administrative authorities of the country, to assist them as their interpreters or agents.

The judicial authorities and custom-house officials shall in no case proceed to the examination or search of merchant vessels without having given previous notice to the consular officers of the nation to which the said vessels belong, in order to enable the said consular officers to be present.

They shall also give due notice to the said consular officers, in order to enable them to be present at any depositions or statements to be made in courts of law or before local magistrates, by officers or persons belonging to the crew, thus to prevent errors or false interpretations which might impede the correct administration of justice. The notice to consuls, vice-consuls or consular agents shall name the hour fixed for such proceedings. Upon the non-appearance of the said officers or their representatives, the case may be proceeded with in their absence.

#### ARTICLE XVII

The present convention shall remain in force for the space of ten years, counting from the day of the exchange of the ratifications, which shall be made in conformity with the respective constitutions of the two countries and exchanged at Athens as soon as possible.

In case neither party gives notice, twelve months before the expiration of the said period of ten years, of its intention not to renew this convention, it shall remain in force one year longer, and so on from year to year, until the expiration of a year from the day on which one of the parties shall have given such notice.

This convention abrogates articles 12, 13 and 14 of the treaty of Commerce and Navigation concluded between the United States of America and Greece at London, December 10<sup>th</sup>/22<sup>d</sup>, 1837,<sup>5</sup> the remaining articles of such treaty continuing in force.

In faith whereof, the respective plenipotentiaries have signed this convention in duplicate, and have hereunto affixed their seals.

Done at Athens the  $\frac{19^{\text{th}}}{2^{\text{d}}}$  day of  $\frac{\text{November}}{\text{December}}$  1902.

CHARLES S. FRANCIS [SEAL]

A. T. ZAIMIS [SEAL]

<sup>5</sup> TS 147, *ante*, p. 304

## MILITARY SERVICE

*Convention signed at Washington August 30, 1918*

*Senate advice and consent to ratification September 19, 1918*

*Ratified by the President of the United States October 21, 1918*

*Ratified by Greece October 23, 1918*

*Ratifications exchanged at Washington and Athens November 12, 1918*

*Entered into force November 12, 1918*

*Proclaimed by the President of the United States November 18, 1918*

*Became obsolete after World War I*

40 Stat. 1637; Treaty Series 638

The President of the United States of America and His Majesty the King of the Hellenes, being convinced that for the better prosecution of the present war it is desirable that citizens of the United States in Greece and citizens of Greece in the United States shall either return to their own country to perform military service in its Army or shall serve in the Army of the country in which they remain, have resolved to enter into a convention to that end, and have accordingly appointed as their plenipotentiaries,

The President of the United States, Robert Lansing, Secretary of State of the United States; and

His Majesty the King of the Hellenes, Mr. Georges Roussos, Envoy Extraordinary and Minister Plenipotentiary of Greece to the United States,

who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

### ARTICLE I

All male citizens of the United States in Greece and all male citizens of Greece in the United States, shall, unless before the time limited by this convention they enlist or enroll in the forces of their own country or return to the United States or Greece, respectively, for the purpose of military service, be subject to military service and entitled to exemption or discharge therefrom under the laws and regulations from time to time in force of the country in which they are: *Provided*, That in respect to citizens of the United States in Greece the ages for military service shall be the ages specified in the laws of the United States prescribing compulsory military service, and in respect

to citizens of Greece in the United States the ages for military service shall be for the time being twenty to forty-four years, both inclusive.

## ARTICLE II

Citizens of the United States and citizens of Greece within the age limits aforesaid who desire to enter the military service of their own country must enlist or enroll or must leave Greece or the United States, as the case may be, for the purpose of military service in their own country before the expiration of sixty days after the date of the exchange of ratifications of this convention, if liable to military service in the country in which they are at the said date; or if not so liable, then before the expiration of thirty days after the time when liability shall accrue; or as to those holding certificates of exemption under Article III of this convention, before the expiration of thirty days after the date on which any such certificate becomes inoperative unless sooner renewed; or as to those who apply for certificates of exemption under Article III and whose applications are refused, then before the expiration of thirty days after the date of such refusal, unless the application be sooner granted.

## ARTICLE III

The Government of the United States and the Government of Greece may through their respective diplomatic representatives issue certificates of exemption from military service to citizens of the United States in Greece and citizens of Greece in the United States, respectively, upon application or otherwise, within sixty days from the date of the exchange of ratifications of this convention, or within thirty days from the date when such citizens become liable to military service in accordance with Article I, provided that the applications be made or the certificates be granted prior to their entry into the military service of either country.

Such certificates may be special or general, temporary or conditional, and may be modified, renewed, or revoked in the discretion of the Government granting them. Persons holding such certificates shall, so long as the certificates are in force, not be liable to military service in the country in which they are.

## ARTICLE IV

The Government of the United States and the Government of Greece will, respectively, so far as possible, facilitate the return of citizens of Greece and citizens of the United States who may desire to return to their own country for military service, but shall not be responsible for providing transport or the cost of transport for such persons.

## ARTICLE V

No citizen of either country who, under the provisions of this convention, enters the military service of the other shall, by reason of such service, be

considered after this convention shall have expired or after his discharge to have lost his nationality or to be under any allegiance to His Majesty the King of the Hellenes or to the United States, as the case may be.

#### ARTICLE VI

The present convention shall be ratified by the President of the United States of America by and with the advice and consent of the Senate of the United States and by His Majesty, the King of the Hellenes, and the ratifications shall be exchanged at Washington or at Athens as soon as possible. It shall come into operation on the date on which the ratifications are exchanged and shall remain in force until the expiration of sixty days after either of the contracting parties shall have given notice of termination to the other; whereupon any citizen of either country incorporated into the military service of the other under this convention shall be as soon as possible discharged therefrom.

In witness whereof the respective plenipotentiaries have signed the present convention and have affixed thereto their seals.

Done in duplicate at Washington the  $\frac{30^{\text{th}}}{17^{\text{th}}}$  day of August in the year of our Lord one thousand nine hundred and eighteen.

ROBERT LANSING [SEAL]

G. ROUSSOS [SEAL]

## MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

*Exchange of notes at Athens December 9, 1924*

*Entered into force December 9, 1924*

*Replaced January 1, 1939, by agreement of November 15, 1938*<sup>1</sup>

Treaty Series 706

*The American Minister to the Minister of Foreign Affairs*

F. O. No. 74

ATHENS, *December 9, 1924*

YOUR EXCELLENCY:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington on behalf of the Government of the United States and the Government of Greece with reference to the treatment which the United States shall accord to the commerce of Greece and which Greece shall accord to the commerce of the United States:

These conversations have disclosed a mutual understanding between the two governments which is that in respect to import, export and other duties and charges affecting commerce as well as in respect to transit, warehousing and other facilities and the treatment of commercial travelers' samples, the United States will accord to Greece and Greece will accord to the United States, its territories and possessions, unconditional most favored nation treatment, and that in the matter of licensing or prohibitions of imports and exports, each country, so far as it at any time maintains such a system, shall accord to the commerce of the other treatment as favorable, with respect to commodities, valuations and quantities, as may be accorded to the commerce of any other country. It is understood that no higher or other duties shall be imposed on the importation into or disposition in the United States, its territories or possessions, or any articles, the produce or manufacture of Greece, than are or shall be payable on like articles, the produce or manufacture of any foreign country; no higher or other duties shall be imposed on the importation into or disposition in Greece of articles, the produce or manufacture of the United States, its territories or possessions than are or shall be payable on like articles, the produce or manufacture of any foreign country;

<sup>1</sup> EAS 137, *post*, p. 367.

similarly, no higher or other duties shall be imposed in the United States, its territories or possessions, or in Greece on the exportation of any articles to the other or to any territory or possession of the other than are payable on the exportation of like articles to any foreign country; every concession with respect to any duty, charge or regulation affecting commerce now accorded or that may hereafter be accorded by the United States or by Greece, by law, proclamation, decree or commercial treaty or agreement, to any third country will become immediately applicable without request and without compensation to the commerce of Greece and of the United States and its territories and possessions respectively;

Provided that this understanding does not relate to

1) The treatment which the United States accords or may hereafter accord to the commerce of Cuba, or any of the territories or possessions of the United States, or the Panama Canal Zone, or to the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions, or to the commerce of its territories or possessions with one another;

2) Prohibitions or restrictions of a sanitary character or designed to protect human, animal or plant life or regulations for the enforcement of police or revenue laws.

The present arrangement shall become operative on the day of signature, and, unless sooner terminated by mutual agreement, shall continue in force until thirty days after notice of its termination shall have been given by either party, but should either party be prevented by future action of its legislature from carrying out the terms of this arrangement, the obligations thereof shall thereupon lapse.

I shall be glad to have your confirmation of the accord thus reached.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

IRWIN LAUGHLIN

His Excellency

GEORGE ROUSSOS,  
*Minister for Foreign Affairs,*  
*Athens.*

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*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
No. 44543

ATHENS, *December 9, 1924*

MR. MINISTER

I have the honor to offer the following declaration concerning my view of the agreement which was brought about by the conversations that took place

in Washington between the Hellenic Government and the Government of the United States concerning the regime which Greece will apply to the commerce of the United States and the United States to the Hellenic commerce. Those transactions attest the reciprocal agreement between the two Governments with regard to importation, exportation, and other duties and dues connected with trade and also to transit and storing and to facilities to be granted to samples of commercial travellers. Greece will grant to the United States, its territories and possessions and the United States will grant to Greece unconditionally the most favored nation clause and as for licenses and prohibitions of imports and exports, each country will grant to the commerce of the other at any time and as long as these measures will stay in force as favorable a regime concerning the facilities, tariffs, and quantities as that which might be granted to the commerce of any other foreign state.

It is agreed that other or higher duties shall not be applied upon or goods purchased or manufactured in the United States, its territories, and possessions imported or disposed of in Greece than those which would be assessed on similar articles produced or manufactured in any other foreign country and other or higher duties shall not be applied to all articles produced or manufactured in Greece that are imported or disposed of in the United States than those which would be assessed on similar articles produced or manufactured in any other foreign country. Likewise no other or higher duties shall be applied in Greece or in the United States or its territories or possessions than those assessed upon similar goods exported to or in any other foreign country.

Any concession relative to duties of that kind, increases of duties, of regulations granted or to be granted by Greece or by the United States by virtue of a law, order, decree, treaty or commercial agreement to any other state shall immediately be applicable without any requisition and without any compensation to the Hellenic commerce and that of the United States, its territories and possessions respectively. It is understood that the agreement does not relate: First to the regime which the United States do or may grant to the commerce of Cuba or to any territory or possession of the United States or to the Panama Canal Zone or to the regime that is or may be granted to the commerce of the United States by its territories and possessions in their respective relations.

Second to the prohibitions and restrictions of a sanitary nature or intended for the protection of human life, animals and plants, and also the regulations issued in the interest of safety or in revenue matters.

This arrangement will go into effect on the day of its signature and unless it be terminated in common accord it will stay in force until the expiration of a term of thirty days counted from the notification of termination sent by one of the parties to the other but if one of the contracting parties should be prevented from performing its engagements on account of a legislative measure, the arrangement will lapse.

I shall be glad to have your confirmation of the wording of this arrangement as given.

Be pleased to accept Mr. Minister the assurance of my high consideration.

G. ROUSSOS

His Excellency

Mr. IRWIN LAUGHLIN

*Envoy Extraordinary and Minister*

*Plenipotentiary of the United States of America.*

## SUPPRESSION OF SMUGGLING

*Convention signed at Washington April 25, 1928*

*Senate advice and consent to ratification May 25, 1928*

*Ratified by the President of the United States June 11, 1928*

*Ratified by Greece January 8, 1929*

*Ratifications exchanged at Washington February 18, 1929*

*Proclaimed by the President of the United States February 18, 1929*

*Entered into force February 18, 1929*

45 Stat. 2736; Treaty Series 772

The United States of America and Greece, being desirous of avoiding any difficulties which might arise between them in connection with the laws in force in the United States on the subject of alcoholic beverages have decided to conclude a Convention for that purpose, and have appointed as their Plenipotentiaries:

The President of the United States of America: Frank B. Kellogg, Secretary of State of the United States, and

The President of the Hellenic Republic: Charalambos Simopoulos, Envoy Extraordinary and Minister Plenipotentiary of Greece at Washington,

Who, having communicated their full powers found in good and due form, have agreed as follows:

### ARTICLE I

The High Contracting Parties respectively retain their rights and claims, without prejudice by reason of this agreement, with respect to the extent of their territorial jurisdiction.

### ARTICLE II

The President of the Hellenic Republic agrees that Greece will raise no objection to the boarding of private vessels under the Greek flag outside the limits of territorial waters by the authorities of the United States, its territories or possessions in order that enquiries may be addressed to those on board and an examination be made of the ship's papers for the purpose of ascertaining whether the vessel or those on board are endeavoring to import or have imported alcoholic beverages into the United States, its territories or possessions in violation of the laws there in force. When such enquiries and

examination show a reasonable ground for suspicion, a search of the vessel which shall have given ground for such suspicion, may be effected.

### ARTICLE III

If there is reasonable cause for belief that the vessel has committed or is committing or attempting to commit an offense against the laws of the United States, its territories or possessions prohibiting the importation of alcoholic beverages, the vessel may be seized and taken into a port of the United States, its territories or possessions for adjudication in accordance with the pertinent provisions of law.

### ARTICLE IV

The boarding referred to in Article II shall not be made at a greater distance from the coast of the United States, its territories or possessions than can be traversed in one hour by the vessel suspected of endeavoring to commit the offense. In cases, however, in which the liquor is intended to be conveyed to the United States, its territories or possessions by a vessel other than the one boarded and searched, it shall be the speed of the former vessel and not the speed of the vessel boarded, which shall determine the distance from the coast within which the action referred to in Article II may be taken.

### ARTICLE V

No penalty or forfeiture under the laws of the United States shall be applicable or attach to alcoholic liquors or to vessels or persons by reason of the carriage of such liquors, when such liquors are listed as sea stores or cargo destined for a port foreign to the United States, its territories or possessions on board Greek vessels voyaging to or from ports of the United States, or its territories or possessions or passing through the territorial waters thereof, and such carriage shall be as now provided by law with respect to the transit of such liquors through the Panama Canal, provided that such liquors shall be kept under seal continuously while the vessel on which they are carried remains within said territorial waters and that no part of such liquors shall at any time or place be unladen within the United States, its territories or possessions.

### ARTICLE VI

Any claim preferred in behalf of a Greek vessel for compensation on the grounds that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this convention or on the ground that it has not been given the benefit of Article V shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties and whose decision shall be given effect if made in common accord.

When the said persons shall fail to agree, the claim shall be referred to an umpire selected by the two Governments; should the Governments fail to agree on the choice of an umpire, the claim shall be referred to the Permanent Court of Arbitration at The Hague, maintained under the Convention for the Pacific Settlement of International Disputes, signed at The Hague October 18, 1907.<sup>1</sup> The Arbitral Tribunal shall be constituted in accordance with Article 87 (Chapter IV) and Article 59 (Chapter III) of that Convention. The proceedings shall be regulated by the provisions in the said Chapters III and IV (special regard being had to Articles 70 and 74, but excepting Articles 53 and 54) which the Tribunal may consider to be applicable and to be consistent with the provisions of this Convention. The sums of money which may be awarded by the Tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified. Each Government shall bear its own expenses. The expenses of the Tribunal shall be defrayed by a ratable deduction of the amount of the sums awarded by it, at a rate of five per cent on such sums, or at such lower rate as may be agreed upon between the two Governments. The deficiency, if any, shall be defrayed in equal moieties by the two Governments.

#### ARTICLE VII

This Convention shall be ratified by the High Contracting Parties. It shall come into force on the day of the exchange of ratifications which shall take place at Washington as soon as possible and shall remain in force for one year.

Three months before the expiration of the said period of one year, either of the High Contracting Parties may give notice of its desire to propose modifications in the terms of the Convention.

If an agreement in regard to such modifications has not been reached before the expiration of the year, the Convention shall lapse at the end of said period.

If no notice is given on either side of the desire to propose modifications, the Convention shall remain in force for another year, and so on automatically, but subject always in respect of each such period of a year to the right on either side to propose as provided above three months before the expiration of the said year, modifications in the Convention that they may deem expedient, and to the provision that if an agreement in regard to such modifications has not been reached before the expiration of the year, the Convention shall lapse at the end of said period.

In the event that either of the High Contracting Parties shall be prevented either by judicial decision or legislative action from giving full effect to the provisions of the present Convention the said Convention shall automatically

<sup>1</sup> TS 536, *ante*, vol. 1, p. 577.

lapse, and, on such lapse or whenever this Convention shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this Convention not been concluded.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate in the English and French languages and have hereunto affixed their seals.

Done at the city of Washington this twenty-fifth day of April, one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]

CH. SIMOPOULOS [SEAL]

## NARCOTIC DRUGS

*Exchange of notes at Athens February 7 and October 15, 1928*  
*Entered into force October 15, 1928*

Department of State files

*The American Minister to the Minister of Foreign Affairs*

LEGATION OF THE UNITED STATES  
OF AMERICA

F.O. No. 25

The American Minister presents his compliments to His Excellency, the Hellenic Minister for Foreign Affairs, and has the honor to inform him that, in an endeavor to bring about stricter control of illicit traffic in narcotic drugs, the Treasury Department of the United States has requested that an effort be made to establish closer cooperation between the appropriate administrative officials of the United States and certain European countries. I am instructed, therefore, to endeavor to arrange with the Hellenic Government for (1) the direct exchange between the Treasury Department of the United States and the corresponding office in this country of information and evidence with reference to persons engaged in the illicit traffic. This information and evidence would include photographs, criminal records, finger prints, Bertillon measurements, description of the methods which the persons in question have been found to use, the partners with whom they have worked, etc.

(2) The immediate direct forwarding of information by letter or cable as to the suspected movements of narcotic drugs, or of those involved in smuggling drugs, if such movements might concern the other country. Unless such information reaches its destination directly and speedily it is useless.

(3) Mutual cooperation in detective and investigating work.

The officer of the Treasury Department who would have charge, on behalf of the Government of the United States, of the cooperation in the suppression of the illicit traffic in narcotics is Colonel L. G. Nutt, whose mail and telegraph address is Deputy Commissioner in Charge of Narcotics, Treasury Department, Washington, D.C.

Mr. Skinner hopes to hear at an early date that the proposed arrangement meets with the approval of the Hellenic Government, and that he may be

enabled to report by telegraph to Washington, giving the name of the official with whom Colonel Nutt should communicate.

*Athens, February 7, 1928.*

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*The Ministry for Foreign Affairs to the American Legation*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

No. 22120

NOTE VERBALE

The Ministry of Foreign Affairs, referring to the notes Nos. 10834, 14173 and 17604, has the honor to inform the Legation of the United States, in reply to its note No. 75 of April 9, 1928, that the competent bureau that has charge of corresponding directly with the similar service of the United States on the subject of narcotics is the "Central Bureau of Criminal Investigation" under the Ministry of the Interior.

The said Bureau has just reported that it is already regularly and directly corresponding with all the competent services of foreign countries and it will directly furnish, by way of reciprocity, Colonel Nutt of the Treasury Department with all information concerning the traffic in narcotics.

*ATHENS, October 15, 1928*

*Legation of the United States of America,  
City.*

## DEBT FUNDING

*Agreement signed at Washington May 10, 1929*

*Operative from January 1, 1928*

*Modified by agreement of May 24, 1932<sup>1</sup>*

*Supplemented by agreement of May 28, 1964<sup>2</sup>*

Treasury Department print

### AGREEMENT

Made the tenth day of May, 1929, at the City of Washington, District of Columbia, between the GOVERNMENT OF THE HELLENIC REPUBLIC, hereinafter called GREECE, party of the first part, and the GOVERNMENT OF THE UNITED STATES OF AMERICA, hereinafter called the UNITED STATES, party of the second part.

WHEREAS, Greece is indebted to the United States as of January 1, 1928, in the principal amount of \$15,000,000 (together with interest accrued and unpaid thereon), for cash advanced against obligations in the aggregate principal amount of \$48,236,629.05, delivered to the United States under the Tripartite Loan Agreement of February 10, 1918; and

WHEREAS, Greece and the United States desire to settle the financial differences between the two governments arising out of the said Tripartite Loan Agreement of February 10, 1918, and to fund the indebtedness due as of January 1, 1928, from Greece to the United States;

Now, therefore, in consideration of the premises and the mutual covenants herein contained, it is agreed as follows:

#### PART I. INDEBTEDNESS TO BE FUNDED

1. *Amount of Indebtedness.* The amount of the indebtedness to be funded, after allowing for cash payments made or to be made by Greece, is \$18,125,000, which has been computed as follows:

<sup>1</sup> *Post*, p. 361.

<sup>2</sup> 17 UST 2331; TIAS 6178.

Principal amount of obligations to be funded.....	\$15,000,000.00
Interest accrued and unpaid thereon to December 15, 1922, at the rate of $4\frac{1}{4}$ per cent per annum.....	744,333.79
<hr/>	
Total principal and interest accrued and unpaid as of December 15, 1922.....	\$15,744,333.79
Interest thereon at 3 per cent per annum from December 15, 1922, to January 1, 1928.....	2,383,588.88
<hr/>	
To be paid in cash by Greece upon execution of Agreement.....	\$18,127,922.67 2,922.67
<hr/>	
Total indebtedness to be funded into bonds.....	\$18,125,000.00

2. *Repayment.* In order to provide for the repayment of the indebtedness thus to be funded, Greece shall issue to the United States at par, as of January 1, 1928, bonds of Greece in the aggregate principal amount of \$20,330,000 dated January 1, 1928, and maturing on July 1, 1928, and on each January 1 and July 1 in the succeeding years in the amounts and on the several dates fixed in the following schedule:

January 1—		January 1—	
1929.....	\$20,000	1970.....	\$175,000
1930.....	25,000	1971.....	175,000
1931.....	30,000	1972.....	175,000
1932.....	110,000	1973.....	175,000
1933.....	130,000	1974.....	175,000
1934.....	150,000	1975.....	175,000
1935.....	150,000	1976.....	175,000
1936.....	150,000	1977.....	175,000
1937.....	150,000	1978.....	175,000
1938.....	150,000	1979.....	175,000
1939.....	175,000	1980.....	175,000
1940.....	175,000	1981.....	175,000
1941.....	175,000	1982.....	175,000
1942.....	175,000	1983.....	175,000
1943.....	175,000	1984.....	175,000
1944.....	175,000	1985.....	175,000
1945.....	175,000	1986.....	175,000
1946.....	175,000	1987.....	175,000
1947.....	175,000	1988.....	175,000
1948.....	175,000	1989.....	175,000
1949.....	175,000	1990.....	175,000
1950.....	175,000	July 1—	
1951.....	175,000	1928.....	20,000
1952.....	175,000	1929.....	25,000
1953.....	175,000	1930.....	30,000
1954.....	175,000	1931.....	110,000
1955.....	175,000	1932.....	130,000
1956.....	175,000	1933.....	150,000
1957.....	175,000	1934.....	150,000
1958.....	175,000	1935.....	150,000
1959.....	175,000	1936.....	150,000
1960.....	175,000	1937.....	150,000
1961.....	175,000	1938.....	175,000
1962.....	175,000	1939.....	175,000
1963.....	175,000	1940.....	175,000
1964.....	175,000	1941.....	175,000
1965.....	175,000	1942.....	175,000
1966.....	175,000	1943.....	175,000
1967.....	175,000	1944.....	175,000
1968.....	175,000	1945.....	175,000
1969.....	175,000	1946.....	175,000

July 1—		July 1—	
1947.....	\$175,000	1969.....	\$175,000
1948.....	175,000	1970.....	175,000
1949.....	175,000	1971.....	175,000
1950.....	175,000	1972.....	175,000
1951.....	175,000	1973.....	175,000
1952.....	175,000	1974.....	175,000
1953.....	175,000	1975.....	175,000
1954.....	175,000	1976.....	175,000
1955.....	175,000	1977.....	175,000
1956.....	175,000	1978.....	175,000
1957.....	175,000	1979.....	175,000
1958.....	175,000	1980.....	175,000
1959.....	175,000	1981.....	175,000
1960.....	175,000	1982.....	175,000
1961.....	175,000	1983.....	175,000
1962.....	175,000	1984.....	175,000
1963.....	175,000	1985.....	175,000
1964.....	175,000	1986.....	175,000
1965.....	175,000	1987.....	175,000
1966.....	175,000	1988.....	175,000
1967.....	175,000	1989.....	175,000
1968.....	175,000		
			\$20,330,000

PROVIDED, HOWEVER, That Greece, at its option, upon not less than ninety days' advance notice in writing to the United States may postpone any payment on account of principal falling due as hereinabove provided, to any subsequent January 1 or July 1 not more than two and one-half years distant from its due date, but only on condition that in case Greece shall at any time exercise this option as to any payment of principal, the two payments falling due in the next succeeding twelve months can not be postponed to any date more than two years distant from the date when the first payment therein becomes due unless and until the payments previously postponed shall actually have been made, and the two payments falling due in the second succeeding twelve months can not be postponed to any date more than one year distant from the date when the first payment therein becomes due unless and until the payments previously postponed shall actually have been made, and further payments can not be postponed at all unless and until all payments of principal previously postponed shall actually have been made. All such postponed payments of principal shall bear interest at the rate of  $4\frac{1}{4}$  per cent per annum, payable semiannually.

3. *Form of Bonds.* All bonds issued or to be issued under Part I hereof to the United States shall be payable to the Government of the United States of America, or order, and shall be signed for Greece by its Envoy Extraordinary and Minister Plenipotentiary at Washington, or by its other duly authorized representative. The bonds shall be substantially in the form set forth in "Exhibit A" hereto annexed, and shall be issued in 124 pieces with maturities and denominations as hereinabove set forth and shall bear no interest, unless payment thereof is postponed pursuant to the proviso under paragraph 2 above.

4. *Method of Payment.* All bonds issued or to be issued under Part I hereof shall be payable, as to both principal and interest, in United States gold coin of the present standard of value, or, at the option of Greece, upon not less than thirty days' advance notice in writing to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder.

All payments, whether in cash or in obligations of the United States, to be made by Greece on account of the principal of or interest on any bonds issued or to be issued under Part I hereof and held by the United States, shall be made at the Treasury of the United States in Washington, or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York, and if in cash shall be made in funds immediately available on the date when payment is due, or if in obligations of the United States shall be in form acceptable to the Secretary of the Treasury of the United States under the general regulations of the Treasury Department governing transactions in United States obligations.

5. *Payments before Maturity.* Greece, at its option, on January 1 or July 1 of any year, upon not less than ninety days' advance notice in writing to the United States, may make advance payments in amounts of \$1,000 or multiples thereof, on account of the principal of any bonds issued or to be issued under Part I hereof and held by the United States. Any such advance payments shall be applied to the principal of such bonds as may be indicated by Greece at the time of the payment.

6. *Exchange for Marketable Obligations.* Greece shall issue to the United States at any time, or from time to time, at the request of the Secretary of the Treasury of the United States, in exchange for any or all of the bonds issued under Part I hereof and held by the United States, definitive engraved bonds in form suitable for sale to the public, in such amounts and denominations as the Secretary of the Treasury of the United States may request, in bearer form, with provision for registration as to principal, and/or in fully registered form, and otherwise on the same terms and conditions, as to dates of issue and maturity, rate or rates of interest, if any, exemption from taxation, payment in obligations of the United States issued after April 6, 1917, and the like, as the bonds surrendered on such exchange. Greece shall deliver definitive engraved bonds to the United States in accordance herewith within six months of receiving notice of any such request from the Secretary of the Treasury of the United States, and pending the delivery of the definitive engraved bonds shall deliver, at the request of the Secretary of the Treasury of the United States, temporary bonds or interim receipts in form satisfactory to the Secretary of the Treasury of the United States within thirty days of the receipt of such request, all without expense to the United States. The United States, before offering any such bonds or interim receipts for sale in Greece, shall first offer them to Greece for pur-

chase at par and accrued interest, if any, and Greece shall likewise have the option, in lieu of issuing any such bonds or interim receipts, to make advance redemption, at par and accrued interest, if any, of a corresponding principal amount of bonds issued hereunder and held by the United States. Greece agrees that the definitive engraved bonds called for by this paragraph shall contain all such provisions, and that it shall cause to be promulgated all such rules, regulations, and orders as shall be deemed necessary or desirable by the Secretary of the Treasury of the United States in order to facilitate the sale of the bonds in the United States, in Greece, or elsewhere, and that if requested by the Secretary of the Treasury of the United States, it will use its good offices to secure the listing of the bonds on such stock exchanges as the Secretary of the Treasury of the United States may designate.

7. *Cancellation and Surrender of Obligations.* Upon the execution of this Agreement, the delivery to the United States of the \$20,330,000 principal amount of bonds of Greece to be issued under Part I hereof, together with satisfactory evidence of authority for the execution of this Agreement by the representative of Greece and for the execution of the bonds to be issued under Part I hereof, the United States will cancel and surrender to Greece at the Treasury of the United States in Washington the obligations of Greece held by the United States in the aggregate principal amount of \$48,236,629.05, referred to in the preamble to this Agreement.

#### PART II. NEW LOAN

1. *Amount.* The United States shall loan to Greece the sum of \$12,167,000 for which Greece shall deliver to the United States its 20-year gold bonds bearing interest at the rate of 4 per cent per annum, payable semiannually. The amount so loaned shall be turned over in its entirety by Greece to the Refugee Settlement Commission, to be expended by said Commission for the purpose of carrying out its settlement work. Greece agrees to request the Chairman of the Refugee Settlement Commission to furnish annually to the Secretary of the Treasury of the United States a detailed statement showing the expenditures made on account of the settlement work from the proceeds of the new loan.

Greece undertakes to limit the total amount borrowed or to be borrowed under the terms of the Greek Stabilization and Refugee Loan Protocol signed at Geneva, September 15, 1927, to an amount which when added to this new loan from the United States in the amount of \$12,167,000 will yield an effective sum equivalent to not more than £9,000,000 sterling.

2. *Security.* The new Loan provided for in this Agreement shall rank with and shall share the same securities and all other advantages as the Greek Stabilization and Refugee Loan of 1928 provided for in the International Loan Agreement executed January 30, 1928, between representatives of Greece and Speyer and Company, the National City Company and the Na-

tional City Bank of New York, and in the International Loan Agreement executed January 30, 1928, between representatives of Greece and Hambros Bank Limited and Erlangers, which Agreements were concluded in pursuance of and under the authority of the Greek Stabilization and Refugee Loan Protocol signed at Geneva on behalf of Greece by the Greek Minister of Finance on September 15, 1927, and approved by the Council of the League of Nations by Resolution of the same date and ratified by the Decree Law of Greece of November 10, 1927, and signed by the President of Greece and ratified by the Greek Parliament and published in the Greek Official Gazette of December 7, 1927.

The service of this new loan by the United States is secured (together with the service of the aforesaid Greek Stabilization and Refugee Loan of 1928) by a first charge on the revenues under the control of the International Financial Commission on September 15, 1927, as indicated in Annex II, Table "A", to the aforesaid Greek Stabilization and Refugee Loan Protocol signed at Geneva, September 15, 1927, in so far as the yield of these revenues is not required for the service of the loans having a prior charge upon the said revenues at the said date, all of which said loans are specified in Annex II to the aforesaid Greek Stabilization and Refugee Loan Protocol and in the First Schedules attached to the aforesaid International Loan Agreements and in "Exhibit C" hereto annexed, and Greece acknowledges that such revenues stand charged accordingly.

Greece has given its irrevocable mandate to the International Financial Commission and has taken all other necessary and proper steps to assign and charge as security for the service of this new loan by the United States all the above mentioned revenues, and the International Financial Commission has irrevocably undertaken to deal with such revenues and all other revenues, if any, which may at any time be pledged as security for this new loan by the United States.

Subject to the obligations resulting from prior charges thereon, the above mentioned revenues shall be held and applied by the International Financial Commission for the purpose of making up any past defaults should they have occurred as well as for the purpose of meeting the periodical service of this new loan by the United States.

In the event of there occurring in any year a default in the payment of the service of this new loan by the United States, the ratio in which it is to share the same securities as the Greek Stabilization and Refugee Loan of 1928 provided for in the International Loan Agreements dated January 30, 1928, shall be the same as that which the amount of the annual service charge due the United States bears to the amount of the annual service charge due the holders of the bonds issued in accordance with the above mentioned International Loan Agreements of January 30, 1928.

3. *Repayment.* In order to provide for the repayment of the loan thus to be made by the United States, Greece shall issue to the United States at

par, as of May 10, 1929, bonds in the aggregate principal amount of \$12,167,000, dated May 10, 1929, and maturing serially on November 10, 1929, and on each May 10 and November 10 in the succeeding years in the amounts and on the several dates fixed in the following schedule:

May 10—		November 10—	
1930.....	\$206,000	1929.....	\$201,000
1931.....	214,000	1930.....	210,000
1932.....	222,000	1931.....	218,000
1933.....	231,000	1932.....	227,000
1934.....	240,000	1933.....	236,000
1935.....	251,000	1934.....	245,000
1936.....	261,000	1935.....	256,000
1937.....	271,000	1936.....	266,000
1938.....	282,000	1937.....	276,000
1939.....	293,000	1938.....	288,000
1940.....	305,000	1939.....	300,000
1941.....	318,000	1940.....	312,000
1942.....	330,000	1941.....	324,000
1943.....	344,000	1942.....	337,000
1944.....	358,000	1943.....	350,000
1945.....	372,000	1944.....	365,000
1946.....	387,000	1945.....	380,000
1947.....	403,000	1946.....	395,000
1948.....	419,000	1947.....	411,000
1949.....	436,000	1948.....	427,000
			\$12,167,000

4. *Form of Bond.* All bonds issued or to be issued under Part II hereof to the United States shall be payable to the Government of the United States of America or order, and shall be signed for Greece by its Envoy Extraordinary and Minister Plenipotentiary at Washington, or by its other duly authorized representative. The bonds shall be substantially in the form set forth in "Exhibit B," hereto annexed, and shall be issued in 40 pieces with maturities and in denominations as hereinabove set forth, and shall bear interest at the rate of 4 per cent per annum, payable semiannually.

5. *Method of Payment.* All bonds issued or to be issued under Part II hereof shall be payable as to both principal and interest in United States gold coin of the present standard of value. All payments to be made by Greece on account of the principal of or interest on any bonds issued or to be issued under Part II hereof and held by the United States, shall be made on behalf of Greece by the International Financial Commission at the Treasury of the United States in Washington, or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York, and shall be made in funds immediately available on the date when payment is due.

6. *Payment before Maturity.* On the tenth day of November, 1929, or any interest payment date thereafter, Greece, upon not less than ninety days' advance notice in writing to the United States, may make advance payments in amounts of \$1,000 or multiples thereof, on account of the principal of any bonds issued or to be issued under Part II hereof and held by the United

States. Any such advance payments shall be applied to the principal of such bonds as may be indicated by Greece at the time of payment.

7. *Exchange for Marketable Obligations.* Greece will issue to the United States at any time, or from time to time, at the request of the Secretary of the Treasury of the United States, in exchange for any or all of the bonds issued hereunder and held by the United States, definitive engraved bonds in form suitable for sale to the public, in such amounts and denominations as the Secretary of the Treasury of the United States may request, in bearer form, with provision for registration as to principal, and/or in fully registered form, and otherwise on the same terms and conditions as to dates of issue and maturity, rate or rates of interest, if any, exemption from taxation, and the like, as the bonds surrendered on such exchange. Greece will deliver definitive engraved bonds to the United States in accordance herewith within six months of receiving notice of any such request from the Secretary of the Treasury of the United States, and pending the delivery of the definitive engraved bonds will deliver, at the request of the Secretary of the Treasury of the United States, temporary bonds or interim receipts in form satisfactory to the Secretary of the Treasury of the United States within thirty days of the receipt of such request, all without expense to the United States. The United States, before offering any such bonds or interim receipts for sale in Greece, shall first offer them to Greece for purchase at par and accrued interest, if any, and Greece shall likewise have the option, in lieu of issuing any such bonds or interim receipts, to make advance redemption, at par and accrued interest, if any, of a corresponding principal amount of bonds issued hereunder and held by the United States. Greece agrees that the definitive engraved bonds called for by this paragraph shall contain all such provisions, and that it shall cause to be promulgated all such rules, regulations, and orders as shall be deemed necessary or desirable by the Secretary of the Treasury of the United States in order to facilitate the sale of the bonds in the United States, in Greece, or elsewhere, and that if requested by the Secretary of the Treasury of the United States, it will use its good offices to secure the listing of the bonds on such stock exchanges as the Secretary of the Treasury of the United States may specify.

#### PART III. GENERAL

1. *Exemption from Taxation.* The principal and interest of all bonds issued or to be issued under Parts I and II hereof, shall be paid without deduction for, and shall be exempt from, any and all taxes or other public dues, present or future, imposed by or under authority of Greece or any political or local taxing authority within the Hellenic Republic, whenever, so long as, and to the extent that beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Greece, or (c) a corporation not organized under the laws of Greece.

2. *Notices.* Any notice, request, or consent under the hand of the Secretary of the Treasury of the United States, shall be deemed and taken as the notice, request, or consent of the United States, and shall be sufficient if delivered at the Legation of Greece at Washington or at the office of the Ministry of Finance in Greece; and any notice, request, or election from or by Greece shall be sufficient if delivered to the American Legation at Athens or to the Secretary of the Treasury at the Treasury of the United States in Washington. The United States in its discretion may waive any notice required hereunder, but any such waiver shall be in writing and shall not extend to or affect any subsequent notice or impair any right of the United States to require notice hereunder.

3. *Compliance With Legal Requirements.* Greece represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized, and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement have been completed as required by the laws of Greece and in conformity therewith.

4. *Termination of Tripartite Loan Agreement.* Greece shall forego all claims for further advances under the Tripartite Loan Agreement of February 10, 1918, which Agreement, so far as the United States and Greece are concerned, shall be regarded as terminated.

5. *Counterparts.* This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF, Greece has caused this Agreement to be executed on its behalf by Charalambos Simopoulos, its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, with the approval of the President, pursuant to the Act of Congress approved February 14, 1929,<sup>3</sup> all on the day and year first above written.

THE HELLENIC REPUBLIC

By

CHARALAMBOS SIMOPOULOS,  
*Envoy Extraordinary and  
Minister Plenipotentiary*

THE UNITED STATES OF AMERICA

By

ANDREW W. MELLON  
*Secretary of the Treasury*

Approved:

HERBERT HOOVER,  
*President.*

<sup>3</sup> 45 Stat. 1176.

## EXHIBIT A

(Form of Bond)

THE HELLENIC REPUBLIC

§

No.

The Hellenic Republic, hereinafter called Greece, for value received, hereby promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_. This bond is payable in gold coin of the United States of America of the present standard of value, or, at the option of Greece, upon not less than thirty days' advance notice in writing to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder.

This bond is payable without deduction for, and is exempt from, any and all taxes and other public dues, present or future, imposed by or under authority of Greece or any political or local taxing authority within Greece, whenever, so long as, and to the extent that, beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Greece, or (c) a corporation not organized under the laws of Greece. This bond is payable at the Treasury of the United States in Washington, D.C., or at the option of the Secretary of the Treasury of the United States at the Federal Reserve Bank of New York.

This bond is issued pursuant to the provisions of paragraph 2, part I of an Agreement dated May 10, 1929, between Greece and the United States, to which Agreement this bond is subject and to which reference is hereby made.

IN WITNESS WHEREOF, Greece has caused this bond to be executed on its behalf and delivered at the City of Washington, District of Columbia, by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, as of May 10, 1929.

THE HELLENIC REPUBLIC

By

*Envoy Extraordinary  
and Minister Plenipotentiary*

## EXHIBIT B

(Form of Bond)

THE HELLENIC REPUBLIC

§

No.

The Hellenic Republic, hereinafter called Greece, for value received, hereby promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and to pay interest upon said principal sum from May 10, 1929, at the rate of 4% per annum, payable semiannually on the tenth day of May and November in each year, until the principal hereof has been paid. This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of value.

This bond is payable as to both principal and interest without deduction for, and is exempt from, any and all taxes and other public dues, present or future, imposed by or under authority of Greece or any political or local taxing authority within the Hellenic Republic, whenever, so long as, and to the extent that, beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Greece, or (c) a corporation not organized under the laws of Greece. This bond is payable as to both principal and interest at the Treasury of the United States in Washington, D.C., or at the option of the Secretary of the Treasury of the United States at the Federal Reserve Bank of New York.

This bond is issued pursuant to the provisions of paragraph 3 of Part II of an Agree-

ment dated May 10, 1929, between Greece and the United States, to which Agreement this bond is subject and to which reference is hereby made.

IN WITNESS WHEREOF, Greece has caused this bond to be executed in its behalf at the City of Washington, District of Columbia, by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, as of May 10, 1929.

THE HELLENIC REPUBLIC

By

*Envoy Extraordinary  
and Minister Plenipotentiary*

EXHIBIT C

1. *Loans under the Control of the International Financial Commission*

NAME OF LOAN	Nominal amount on July 31st, 1927	Annual Service	Remarks
A. 1833. Guaranteed by the three Powers..... Gold Frs.	41, 346, 011	£12,000 and F.Frs. 600, 000	Maximum service, subject to diminution according to decision which may be arrived at concerning the conversion of surplus values.
B. Old debts in gold:			
5% 1881..... Gold Frs.	75, 733, 500	£181, 068. 30	
5% 1884.....	65, 903, 500	157, 695. 21	
4% 1887 Monopolies.....	101, 921, 000	194, 276. 01	
4% 1889 Rente.....	113, 395, 500	216, 929. 03	
5% 1890 Piraeus-Larissa....	43, 282, 000	103, 688. 18	
5% 1893 Funding .....	7, 011, 000	16, 866. 96	
		£870, 523. 69	
C. New debts in gold:			
2½% 1898 (Guaranteed), Gold Frs.	78, 750, 000	£217, 124. 28	
4% 1902 Greek Railway...	54, 282, 000	89, 841. 95	
5% 1914 (500 millions)....	308, 200, 000	702, 067. 87	
		£1, 009, 034. 10	
D. Debt in paper drachmas:			Annual service not yet determined; will not exceed 150, 000, 000 drs.
1885 Patriotic..... Drs.	1, 266, 250	Drs. 45, 360	
5% 1898 (consolidated)....	71, 570, 000	3, 901, 981	
5% 1900 (Pyrgos-Meligala).	10, 555, 000	611, 794	
		4, 559, 135	
E. Compulsory Issue of Bank Notes:	40, 000, 000		
F. Service of Salonica-Constantinople Railway Bonds in F. Frs.	140, 825, 000	F.Frs. 4, 997, 112	
G. Refugee Loan 7% 1924. Gold Frs.	299, 910, 000	£750, 582. 42 \$827, 987. 02	
H. Participation in Turkish Debt....			
I. Ulen Water Loan 8% 1925 Gold Frs.	40, 500, 000	\$1, 002, 500*	

\*Maximum future annual service subject to diminution by collection of water receipts and special taxes expected ultimately to cover entire service.

2. *Loans not under the Control of the International Financial Commission*

NAME OF LOAN	Nominal amount on July 31st, 1927	Annual Service	Remarks
A. Debts in Gold:			
5% 1907 Def. Nat. . . . .	14, 416, 000	£48, 347. 53	
Gold Frs.			
4% 1910 . . . . .	95, 069, 000	184, 474. 58	
		£232, 822. 11	
B. Debts in drachmas:	Drs.	Drs.	
6% 1917 (100 mil.) . . . . .	63, 058, 700	8, 079, 910	
6% 1918 (75 mil.) . . . . .	34, 420, 800	5, 336, 651	
5% 1920 (300 mil.) . . . . .	287, 898, 000	20, 426, 508	
		33, 843, 069	
C. Debt in dollars:			
5% Canadian Gold Frs.	36, 900, 000	\$566, 875	

## DOUBLE TAXATION: SHIPPING PROFITS

*Exchange of notes at Washington February 29 and April 26, 1928, and April 2 and June 10, 1929*

*Entered into force June 10, 1929; operative from January 1, 1921  
Suspended January 1, 1953, for duration of convention of February 20, 1950*<sup>1</sup>

47 Stat. 2608; Executive Agreement Series 13

*The Greek Minister to the Secretary of State*

[TRANSLATION]

LEGATION OF GREECE  
WASHINGTON, *February 29, 1928*

The Minister of Greece, in presenting his most cordial compliments to His Excellency the Secretary of State, has the honor to inform him that he has been authorized by his Government to set on foot negotiations for the conclusion of an agreement relative to the exemption of nationals of both countries [from the income tax] on the profits derived from maritime enterprises, on the following years."

Greek law contains the following exemptions on this subject:

1. Article 30, paragraph 8 of Law No. 3338 of June 15, 1925:

"The ordinance in paragraph 7 of Article 3 of this law has retroactive effect with respect to the income tax of the years 1919–1920 up to 1924–1925, as well as that of excess profits of the year 1915 and the following years, and also with respect to the additional tax on corporations of the year 1921 and the following years."

2. The ordinance of Article 3, paragraph 7 of Law No. 3338 above mentioned, ends as follows:

"To Paragraph 3 of Article 18 of Law 1640 concerning the taxation of income there is added as the sixth case the following exemption. Sixth case: 'In virtue of reciprocity, profits made in Greece by vessels flying a foreign flag.'"

The two ordinances mentioned above guarantee the exemption of shipping concerns in virtue of reciprocity.

<sup>1</sup> 5 UST 47; TIAS 2902.

The income tax has been in force since 1919–1920, that is to say, since the date for which retroactive effect was stipulated in the law. The tax on excess profits was in force from 1915 until 1923, and the additional tax on corporations from 1921 until 1924.

HIS EXCELLENCY

MR. FRANK B. KELLOGG

*Secretary of State, etc., etc.*

*Washington, D.C.*

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*The Secretary of State to the Greek Minister*

DEPARTMENT OF STATE

WASHINGTON, *April 26, 1928*

The Secretary of State presents his compliments to the Greek Minister and has the honor to refer to the Minister's note of February 29, 1928 setting forth the provisions of the Greek income tax law exempting from taxation earnings made in Greece by ships flying a foreign flag.

The Secretary of State has the honor to inform the Greek Minister that before it can be determined whether these exemptions are equivalent to the exemptions that may be accorded by the United States under Section 213(b) (8) of the Revenue Acts of 1921 and 1924 it will be necessary for the appropriate authorities of the Government to be informed as to whether:

(a) during the years 1921–1924, inclusive, taxes have been collected by the Greek Government from the revenues of American citizens not residing in Greece or of corporations organized under the laws of the United States, derived from the operation of ships documented under the laws of the United States;

(b) the exemption provided in Article 3, Paragraph 7 of the Law, No. 3338 applies to the profits derived by a citizen of the United States not residing in Greece, and to corporations organized under the laws of the United States, or whether in the case of such citizen the exemption only applies if he resides in the United States;

(c) the exemption applies in cases where citizens of the United States or corporations organized under the laws of the United States maintain agencies, branch offices, or representatives in Greece, in connection with the operation of ships documented under the laws of the United States.

In this connection the Secretary of State has the honor to state that he has been informed by the appropriate authorities of the Government that if it is eventually determined that the pertinent exemptions in the Greek income tax law are equivalent to the exemption provision of Section 213(b) (8)

of the Revenue Acts of 1921 and 1924 it will be unnecessary for the United States to conclude any agreement with Greece relative to the exemption of earnings derived from the operation of ships documented under the laws of the two countries.

. . . if the Greek Minister will supply the additional information needed the appropriate authorities of the Government will be able to arrive at a definite decision with reference to the general question of the exemption of earnings made in the United States by ships flying the Greek flag.

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*The Greek Minister to the Secretary of State*

LEGATION OF GREECE,  
WASHINGTON, *April 2, 1929*

No. 422

The Minister of Greece presents his compliments to His Excellency the Secretary of State and, referring to the Department's Note of April 26, 1928, No. 811.512368 Shipping/4, has the honor to inform that the exemptions of the Greek law are equivalent to the exemptions that may be accorded by the United States under Section 213(B)(8) of the Revenue Acts of 1921 and 1924.

Concerning the Department's inquiry as to whether "A" during the years 1921-1924 inclusive, taxes have been collected by the Greek Government from the revenues of American citizens residing in Greece or of corporations organized under the laws of the United States, derived from the operation of ships documented under the laws of the United States, the Minister of Greece is authorized to state that for the years 1921-1924 inclusive, no taxes have been collected by the Greek Government from the revenues of American citizens whether residing in Greece or not, or of shipping corporations organized under the laws of the United States for revenues deriving from operation of American ships in Greece.

With regard to question "B" whether the exemption provided in Article 3, Paragraph 7 of the Law No. 3338 applies to the profits derived by citizens of the United States not residing in Greece, and to corporations organized under the laws of the United States or whether in the case of such citizens the exemption only applies if he resides in the United States, the Minister of Greece is authorized to state that the exemption provided in Article 3, Paragraph 7 of the Greek Law No. 3338 is applied on the profits derived by a citizen of the United States whether residing in Greece or not as well as to the shipping companies organized under the American laws.

As to question "C" whether the exemption applies in cases where citizens of the United States or corporations organized under the laws of the United States maintain agencies, branch offices, or representatives in Greece, in connection with the operation of ships documented under the laws of the United

States, the Minister of Greece is authorized to state that the exemption is applied generally not only for the American citizens and the American shipping enterprise but on the American ships in Greece.

Accordingly it is determined that the pertinent exemptions in the Greek Income Tax Law are equivalent to the exemption provisions of Section 213(b)(8) of the Revenue Acts of 1921 and 1924.

The Minister of Greece should be exceedingly obliged if His Excellency the Secretary of State were kind enough to arrive at a definite decision with reference to the general question of exemption of earnings made in the United States by ships flying the Greek flag on the basis of reciprocity and in case that an agreement on this matter would be necessary the Minister of Greece is duly authorized to sign it.

HIS EXCELLENCY

MR. HENRY L. STIMSON,  
*Secretary of State, etc., etc.,*  
*Washington, D.C.*

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*The Secretary of State to the Greek Minister*

DEPARTMENT OF STATE  
WASHINGTON, June 10, 1929

The Secretary of State presents his compliments to the Minister of Greece and has the honor to inform the Minister, with reference to his note No. 422 of April 2, 1929, relative to the provisions of the Greek net income tax law whereby ships flying a foreign flag may be exempted from taxation on the profits made in Greece, that the Secretary of the Treasury has notified the Department of State as follows:

“Inasmuch as Greece has not taxed the income of a citizen of the United States not residing in Greece and of a corporation organized in the United States derived from the operation of ships flying the American flag from 1921 and does not tax such income under the present law, Greece satisfies the equivalent exemption provisions of section 213(b)(8) of the Revenue Acts of 1921, 1924, and 1926 and sections 212(b) and 231(b) of the Revenue Act of 1928. It is held, therefore, that the income of a nonresident alien individual and a foreign corporation from sources within the United States which consists exclusively of earnings derived from the operation of a ship or ships documented under the laws of Greece is not required to be included in gross income and is exempt from income, excess-profits and war-profits taxes for 1921 and subsequent years. If any tax on such income has been paid it will be refunded upon proper claims therefor being made by taxpayers who are entitled to the exemption, provided the period of limitation for making refunds has not expired.”

## ARBITRATION

*Treaty signed at Washington June 19, 1930*

*Senate advice and consent to ratification June 28, 1930*

*Ratified by the President of the United States July 21, 1930*

*Ratified by Greece June 30, 1932*

*Ratifications exchanged at Washington September 23, 1932*

*Entered into force September 23, 1932*

*Proclaimed by the President of the United States September 26, 1932*

47 Stat. 2161; Treaty Series 853

The President of the United States of America and the President of the Hellenic Republic

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America:

Mr. Henry L. Stimson, Secretary of State of the United States of America; and

The President of the Hellenic Republic:

Mr. Charalambos Simopoulos, Envoy Extraordinary and Minister Plenipotentiary of Greece in Washington;

who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

### ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one

against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,<sup>1</sup> or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Greece in accordance with its constitutional laws.

#### ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Greece in accordance with the Covenant of the League of Nations.

#### ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof and by Greece in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 19th day of June, one thousand nine hundred and thirty.

HENRY L. STIMSON [SEAL]

CH. SIMOPOULOS [SEAL]

<sup>1</sup> TS 536, *ante*, vol. 1, p. 577.

## CONCILIATION

*Treaty signed at Washington June 19, 1930*

*Senate advice and consent to ratification June 28, 1930*

*Ratified by the President of the United States July 21, 1930*

*Ratified by Greece June 30, 1932*

*Ratifications exchanged at Washington September 23, 1932*

*Entered into force September 23, 1932*

*Proclaimed by the President of the United States September 26, 1932*

47 Stat. 2165; Treaty Series 854

The President of the United States of America and the President of the Hellenic Republic, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries

The President of the United States of America:

Mr. Henry L. Stimson, Secretary of State of the United States of America;  
and

The President of the Hellenic Republic:

Mr. Charalambos Simopoulos, Envoy Extraordinary and Minister Plenipotentiary of Greece in Washington;

who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

### ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Greece, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

### ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by

the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

### ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

### ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Greece in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 19th day of June, one thousand nine hundred and thirty.

HENRY L. STIMSON [SEAL]

CH. SIMOPOULOS [SEAL]

## EXTRADITION

*Treaty and exchange of notes signed at Athens May 6, 1931; protocol of exchange of ratifications signed at Washington November 1, 1932*

*Senate advice and consent to ratification February 19, 1932*

*Ratified by the President of the United States March 10, 1932*

*Ratified by Greece October 13, 1932*

*Ratifications exchanged at Washington November 1, 1932*

*Entered into force November 1, 1932*

*Proclaimed by the President of the United States November 1, 1932*

*Article I interpreted by protocol of September 2, 1937<sup>1</sup>*

47 Stat. 2185; Treaty Series 855

### TREATY OF EXTRADITION BETWEEN THE UNITED STATES OF AMERICA AND THE HELLENIC REPUBLIC

The United States of America and Greece, desiring to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice between the two countries and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America: Mr. Robert Peet Skinner, Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Athens; and

The President of the Hellenic Republic: Mr. Andreas Michalakopoulos, Vice President of the Government, Minister for Foreign Affairs;

Who, after having communicated to each other their respective full powers, found to be in good and due form, having agreed upon and concluded the following articles:

#### ARTICLE I

It is agreed that the Government of the United States and the Government of Greece shall, upon requisition duly made as herein provided, deliver up to justice any person, who may be charged with, or may have been convicted of, any of the crimes or offenses specified in Article II of the Present Treaty committed within the jurisdiction of one of the High Contracting Parties, and who shall seek an asylum or shall be found within the territories of the other;

<sup>1</sup> EAS 114, *post*, p. 366.

provided that such surrender shall take place only upon such evidence of criminality, as according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offense had been there committed.<sup>2</sup>

## ARTICLE II

Persons shall be delivered up according to the provisions of the present Treaty, who shall have been charged with or convicted of any of the following crimes or offenses:

1. Murder (including crimes designated by the terms parricide, poisoning, infanticide, manslaughter when voluntary).
2. Malicious wounding or inflicting grievous bodily harm with premeditation.
3. Rape, abortion, carnal knowledge of children under the age of fifteen years.
4. Abduction or detention of women or girls for immoral purposes.
5. Bigamy.
6. Arson.
7. Wilful and unlawful destruction or obstruction of railroads, which endangers human life.
8. Crimes committed at sea:
  - (a) Piracy, as commonly known and defined by the law of nations, or by statute;
  - (b) Wrongfully sinking or destroying a vessel at sea or attempting to do so;
  - (c) Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel;
  - (d) Assault on board ship upon the high seas with intent to do bodily harm.
9. Burglary.
10. The act of breaking into and entering the offices of the Government and public authorities, or the offices of banks, banking houses, savings banks, trust companies, [insurance and other companies,]<sup>3</sup> or other buildings not dwellings with intent to commit a felony therein.
11. Robbery.
12. Forgery or the utterance of forged papers.

<sup>2</sup> For an interpretation of the final clause of art. I, see protocol of Sept. 2, 1937 (EAS 114), *post*, p. 366.

<sup>3</sup> See protocol of exchange, p. 360.

13. The forgery or falsification of the official acts of the Government or public authority, including Courts of Justice, or the uttering or fraudulent use of any of the same.

14. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by National, State, Provincial, Territorial, Local or Municipal Governments, bank notes or other instruments of public credit, counterfeit seals, stamps, dies and marks of State or public administrations, and the utterance, circulation or fraudulent use of the above mentioned objects.

15. Embezzlement or criminal malversation committed within the jurisdiction of one or the other party by public officers or depositaries, where the amount embezzled exceeds two hundred dollars or Greek equivalent.

16. Embezzlement by any persons hired, salaried, or employed, to the detriment of their employers or principals, when the crime or offense is punishable by imprisonment or other corporal punishment by the laws of both countries, and where the amount embezzled exceeds two hundred dollars or Greek equivalent.

17. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them, their families or any other person or persons, or for any other unlawful end.

18. Larceny, defined to be the theft of effects, personal property, or money, of the value of twenty-five dollars or more, or Greek equivalent.

19. Obtaining money, valuable securities or other property by false pretenses, or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds two hundred dollars or Greek equivalent.

20. Perjury.

21. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any company or corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds two hundred dollars or Greek equivalent.

22. Crimes and offenses against the laws of both countries for the suppression of slavery and slave trading.

23. Wilful desertion or wilful non-support of minor or dependent children, or of other dependent persons, provided that the crime or offense is punishable by the laws of both countries.

24. Bribery.

25. Crimes or offenses against the bankruptcy laws.

26. Crimes or offenses against the laws for the suppression of traffic in narcotics.

27. Extradition shall also take place for participation in any of the crimes or offenses before mentioned as an accessory before or after the fact, or in any attempt to commit any of the aforesaid crimes or offenses. However, ex-

tradition for participation or attempt will be accorded in the case of a suspected person only if the maximum of the possible punishment is two years or more, and, in the case of one condemned, only if the sentence pronounced by the jurisdiction of the demanding State is six months or more.

### ARTICLE III

The provisions of the present Treaty shall not import a claim of extradition for any crime or offense of a political character, nor for acts connected with such crimes or offenses; and no person surrendered by or to either of the High Contracting Parties in virtue of this Treaty shall be tried or punished for a political crime or offense committed before his extradition. The State applied to, or courts of such State, shall decide whether the crime or offense is of a political character. When the offense charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted, the fact that the offense was committed or attempted against the life of the Sovereign or Head of a foreign State, or against the life of any member of his family, shall not be deemed sufficient to sustain that such crime or offense was of a political character; or was an act connected with crimes or offenses of a political character.

### ARTICLE IV

No person shall be tried for any crime or offense, committed prior to his extradition, other than that for which he was surrendered, unless he has been at liberty for one month after having been tried, to leave the country, or, in case of conviction, for one month after having suffered his punishment or having been pardoned.

### ARTICLE V

A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, according to the laws of either of the surrendering or the demanding country, the criminal is exempt from prosecution or punishment for the offense for which the surrender is asked.

### ARTICLE VI

If a fugitive criminal whose surrender may be claimed pursuant to the stipulations hereof, be actually under prosecution, out on bail or in custody, for a crime or offense committed in the country where he has sought asylum, or shall have been convicted thereof, his extradition may be deferred until such proceedings be determined, and until he shall have been set at liberty in due course of law.

### ARTICLE VII

If a fugitive criminal claimed by one of the two parties hereto, shall be also claimed by one or more powers pursuant to treaty provisions, on account of crimes or offenses committed within their jurisdiction, such criminal shall be delivered to that State whose demand is first received unless the demand

is waived. This article shall not affect such treaties as have previously been concluded by one of the contracting parties with other States.

#### ARTICLE VIII

Under the stipulations of this Treaty, neither of the High Contracting Parties shall be bound to deliver up its own citizens, except in cases where such citizenship has been obtained after the perpetration of the crime for which extradition is sought. The State appealed to shall decide whether the person claimed is its own citizen.

#### ARTICLE IX <sup>4</sup>

The expense of transportation of the fugitive shall be borne by the government which has preferred the demand for extradition. The appropriate legal officers of the country where the proceedings of extradition are had, shall assist the officers of the government demanding the extradition before the respective judges and magistrates, by every legal means within their power; and no claim other than for the board and lodging of a fugitive prior to his surrender, arising out of the arrest, detention, examination and surrender of fugitives under this treaty, shall be made against the government demanding the extradition; provided, however, that any officer or officers of the surrendering government giving assistance, who shall, in the usual course of their duty receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the government demanding the extradition the customary fees for the acts or services performed by them in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

#### ARTICLE X

Everything found in the possession of the fugitive criminal at the time of his arrest, whether being the proceeds of the crime or offense, or which may be material as evidence in making proof of the crime, shall so far as practicable, according to the laws of either of the High Contracting Parties, be delivered up with his person at the time of surrender. Nevertheless, the rights of a third party with regard to the articles referred to, shall be duly respected.

#### ARTICLE XI <sup>4</sup>

The stipulations of the present Treaty shall be applicable to all territory wherever situated, belonging to either of the High Contracting Parties or in the occupancy and under the control of either of them, during such occupancy or control.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the High Contracting Parties. In the

<sup>4</sup> For a declaration relating to arts. IX and XI, see exchange of notes, p. 359.

event of the absence of such agents from the country or where extradition is sought from territory included in the preceding paragraphs, other than the United States or Greece, requisitions may be made by superior consular officers.

The arrest of the fugitive shall be brought about in accordance with the laws of the respective countries, and if, after an examination, it shall be decided, according to the law and the evidence, that extradition is due pursuant to this treaty, the fugitive shall be surrendered in conformity to the forms of law prescribed in such cases.

The person provisionally arrested, shall be released, unless within two months from the date of arrest in Greece, or from the date of commitment in the United States, the formal requisition for surrender with the documentary proofs hereinafter prescribed be made as aforesaid by the diplomatic agent of the demanding Government, or, in his absence, by a consular officer thereof.

If the fugitive criminal shall have been convicted of the crime or offense for which his surrender is asked, a copy of the sentence of the court before which such conviction took place, duly authenticated, shall be produced. If, however, the fugitive is merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime was committed, and of the depositions upon which such warrant may have been issued, shall be produced, with such other evidence or proof as may be deemed competent in the case.

#### ARTICLE XII

The present Treaty, of which the English and Greek texts are equally authentic, shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods, and shall take effect on the date of the exchange of ratifications which shall take place at Washington as soon as possible.

#### ARTICLE XIII

The present Treaty shall remain in force for a period of five years, and in case neither of the High Contracting Parties shall have given notice one year before the expiration of that period of its intention to terminate the Treaty, it shall continue in force until the expiration of one year from the date on which such notice of termination shall be given by either of the High Contracting Parties.

In witness whereof the above named Plenipotentiaries have signed the present Treaty and have hereunto affixed their seals.

Done in duplicate at Athens this sixth day of May, nineteen hundred and thirty-one.

ROBERT P. SKINNER [SEAL]

A. MICHALAKOPOULOS [SEAL]

EXCHANGE OF NOTES CONCERNING MOST-FAVORED-NATION TREATMENT,  
EXCHANGED AT THE TIME OF SIGNATURE OF THE EXTRADITION TREATY  
BETWEEN THE UNITED STATES OF AMERICA AND GREECE

*The American Minister to the Minister of Foreign Affairs*

LEGATION OF THE UNITED STATES OF AMERICA

*Athens, May 6, 1931*

SIR:

In signing today the treaty of extradition between the United States of America and the Hellenic Republic, I have the honor to declare to your Excellency, under the authority and in the name of my Government, that the Government of the United States will extend to Greece the most favorable treatment now accorded, or which may hereafter be accorded, by the United States to a third Power, with respect to matters dealt with in Articles 9 and 11 of the above mentioned treaty, particularly in that which concerns expenses of every nature, including the usual charges, and the procedure to be followed after the demand for extradition.

Accept, Sir, the renewed assurances of my high consideration.

ROBERT P. SKINNER

His Excellency

THE MINISTER OF FOREIGN AFFAIRS,  
*Athens.*

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*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

*ATHENS, May 6, 1931*

MR. MINISTER:

I have the honor to acknowledge to Your Excellency receipt of your letter of this date, reading as follows:

[For text of U.S. note, see above.]

Acknowledging receipt of this communication, with the content of which the Hellenic Government is in agreement, I take this opportunity to renew to you, Mr. Minister, the assurances of my high consideration.

A. MICHALAKOPOULOS

His Excellency

MR. ROBERT PEET SKINNER

*Envoy Extraordinary and Minister  
Plenipotentiary of the United States  
of America.  
City.*

## PROTOCOL OF EXCHANGE

The undersigned, the Secretary of State of the United States of America and the Envoy Extraordinary and Minister Plenipotentiary of Greece at Washington, met this day for the purpose of exchanging the ratifications of the extradition treaty between the United States of America and Greece, signed at Athens on May 6, 1931.

It being found on a comparison of the respective ratifications that the words "insurance and other companies," in Article 2, paragraph 10, of the English text of the treaty as contained in the Greek instrument of ratification, are not contained in that article and paragraph as it appears in the English text of the instrument of ratification of the United States of America, the Secretary of State of the United States of America declared that it was intended by the Government of the United States to have these words appear in the English text of the United States original of the treaty, as their equivalent appears in the Greek text thereof, that their omission from the English text was an inadvertence and that the United States original of the treaty and the United States ratified exchange copy of the treaty should be understood as including those words, the same as if they had been actually written in the English text thereof.

This declaration being accepted by the Minister of Greece, the exchange took place this day in the usual form.

IN WITNESS WHEREOF, the aforesaid Plenipotentiaries have signed the present Protocol of Exchange and have affixed their seals thereto.

DONE at Washington this first day of November, one thousand nine hundred and thirty-two.

HENRY L. STIMSON [SEAL]

CH. SIMOPOULOS [SEAL]

## DEBT FUNDING

*Agreement signed at Washington May 24, 1932, modifying agreement of May 10, 1929*

*Operative from July 1, 1931*

*Supplemented by agreement of May 28, 1964<sup>1</sup>*

Treasury Department print

### AGREEMENT

Made the 24th day of May, 1932, at the City of Washington, District of Columbia, between the GOVERNMENT OF THE HELLENIC REPUBLIC, hereinafter called GREECE, party of the first part, and the GOVERNMENT OF THE UNITED STATES OF AMERICA, hereinafter called the UNITED STATES, party of the second part.

WHEREAS, under the terms of the debt funding agreement between Greece and the United States, dated May 10, 1929,<sup>2</sup> there is payable by Greece to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Greece to the United States, the aggregate amount of \$220,000 under Part I of such agreement, and the aggregate amount of \$889,080, including principal and interest, under Part II of such agreement; and

WHEREAS, a Joint Resolution of the Congress of the United States, approved December 23, 1931,<sup>3</sup> authorizes the Secretary of the Treasury, with the approval of the President, to make on behalf of the United States an agreement with Greece on the terms hereinafter set forth, to postpone the payment of the amount payable by Greece to the United States during such year in respect of its bonded indebtedness to the United States; and

WHEREAS, Greece hereby gives assurance to the satisfaction of the President of the United States of the willingness and readiness of Greece to make with the Government of each country indebted to Greece in respect of war, relief, or reparation debts, an agreement in respect of the payment of the amount or amounts payable to Greece with respect to such debt or debts during such fiscal year, substantially similar to this Agreement authorized by the Joint Resolution above mentioned;

<sup>1</sup> 17 UST 2331; TIAS 6178.

<sup>2</sup> *Ante*, p. 333.

<sup>3</sup> 47 Stat. 3.

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1 (a). Payment of the amount of \$220,000 payable by Greece to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Greece to the United States, according to the terms of Part I of the agreement of May 10, 1929, above mentioned, is hereby postponed so that such amount, together with interest thereon at the rate of 4 per centum per annum from July 1, 1933, shall be paid by Greece to the United States in ten equal annuities of \$26,338.90 each, payable in equal semiannual installments on July 1 and January 1 of each fiscal year beginning with the fiscal year July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. The bonds numbered 7 and 8, dated January 1, 1928, matured July 1, 1931 and January 1, 1932, respectively, in the principal amount of \$110,000 each, and delivered by Greece to the United States under Part I of the agreement of May 10, 1929, shall be retained by the United States until the annuities due under this paragraph shall have been paid.

(b) Payment of the amount of \$889,080 payable by Greece to the United States during the fiscal year beginning July 1, 1931 and ending July 1, 1932, in respect of the bonded indebtedness of Greece to the United States, according to the terms of Part II of the agreement of May 10, 1929, above mentioned, is hereby postponed so that such amount, together with interest thereon at the rate of 4 per centum per annum from July 1, 1933, shall be paid by Greece to the United States in ten equal annuities of \$107,935.86 each, payable in equal semiannual installments on November 10 and May 10 of each fiscal year beginning with the fiscal year July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. Bond numbered 5, dated May 10, 1929, matured November 10, 1931, in the principal amount of \$218,000, and bond numbered 6, dated May 10, 1929, matured May 10, 1932, in the principal amount of \$222,000, and delivered by Greece to the United States under Part II of the agreement of May 10, 1929, shall be retained by the United States until the annuities due under this paragraph shall have been paid.

2. Except so far as otherwise expressly provided in this Agreement, payments of annuities under this Agreement shall be subject to the same terms and conditions as payments under the agreement of May 10, 1929, above mentioned. The proviso in paragraph 2 of Part I of such agreement, authorizing the postponement of payments on account of principal, and the option of Greece provided for in paragraph 4 of Part I to pay in obligations of the United States, shall not apply to annuities payable under this Agreement.

3. The agreement of May 10, 1929, between Greece and the United States, above mentioned, shall remain in all respects in full force and effect except so far as expressly modified by this Agreement.

4. Greece and the United States, each for itself, represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement have been completed as required by the laws of Greece and the United States, respectively, and in conformity therewith.

5. This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF, Greece has caused this Agreement to be executed on its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, subject, however, to ratification, if necessary, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, with the approval of the President, pursuant to a Joint Resolution of Congress approved December 23, 1931, all on the day and year first above written.

THE HELLENIC REPUBLIC

By

CHARALAMBOS SIMOPOULOS,

*Envoy Extraordinary and Minister Plenipotentiary*

THE UNITED STATES OF AMERICA

By

OGDEN L. MILLS,

*Secretary of the Treasury*

Approved:

HERBERT HOOVER,  
*President*

## ESTABLISHMENT

*Treaty signed at Athens November 21, 1936*

*Ratified by Greece January 9, 1937*

*Senate advice and consent to ratification May 28, 1937*

*Ratified by the President of the United States July 23, 1937*

*Ratifications exchanged at Athens October 22, 1937*

*Entered into force October 22, 1937*

*Proclaimed by the President of the United States October 26, 1937*

*Replaced October 13, 1954, by treaty of August 3, 1951*<sup>1</sup>

51 Stat. 230; Treaty Series 930

### TREATY OF ESTABLISHMENT BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF GREECE

The United States of America and the Kingdom of Greece, being desirous of prescribing the conditions under which the nationals, corporations and associations of each country may settle and carry on business in the territory of the other country have decided to conclude a treaty for that purpose and have appointed their plenipotentiaries;

The President of the United States of America His Excellency Mr. Lincoln MacVeagh, Envoy Extraordinary and Minister Plenipotentiary at Athens;

His Majesty the King of the Hellenes His Excellency Mr. Nicolas Mavroudis, Permanent Under Secretary of State for Foreign Affairs; who, having communicated to each other their respective full powers, found to be in good and due form, have agreed upon the following provisions:

#### ARTICLE I

The nationals, limited liability and other corporations and associations of the United States of America and Greece respectively, shall receive in the territories of the other country treatment with respect to entry, establishment and residence which shall be, in all respects, no less favorable than the treatment which is or shall be accorded to nationals, corporations or associations of the most favored third country.

Nothing in this Treaty shall be construed to affect existing statutes or regulations of either of the High Contracting Parties in relation to the immigration of aliens or the right of either Party to enact such statutes.

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<sup>1</sup> 5 UST 1829; TIAS 3057.

## ARTICLE II

The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Athens as soon as possible.

It shall take effect on the day of the exchange of ratifications and shall remain in force for three years. After this date it shall remain in force until the expiration of twelve months from the day on which notice of its termination shall have been given by either High Contracting Party to the other Party.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed the present Treaty and have affixed their seals thereto.

DONE in duplicate in the English and Greek languages, both authentic, at Athens this 21st day of November one thousand nine hundred and thirty-six.

LINCOLN MACVEAGH [SEAL]

N. MAVROUDIS [SEAL]

## EXTRADITION

*Protocol signed at Athens September 2, 1937, interpreting article I of  
treaty of May 6, 1931*

*Entered into force September 2, 1937*

51 Stat. 357; Executive Agreement Series 114

### PROTOCOL

Whereas a difference has arisen between the Government of the United States of America and the Government of Greece with respect to the proper interpretation of Article I of the Treaty of Extradition concluded on May 6, 1931,<sup>1</sup> between the United States and Greece, and in particular, with respect to the final clause of such Article which reads as follows:

*“Provided That such surrender shall take place only upon such evidence of criminality as according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offense had been there committed.”*

Whereas it is desirable that such differences should be resolved, it is agreed as follows:

The final clause of Article I of the Treaty of Extradition concluded on May 6, 1931, between the United States and Greece, shall, from and after this date, be understood to mean that the court or magistrate considering the request for extradition shall examine only into the question of the sufficiency of the evidence submitted by the demanding Government to justify the apprehension and commitment for trial of the person charged; or in other words, whether the evidence discloses probable cause for believing in the guilt of the person charged. It is further understood that the quoted treaty provisions do not signify that the court or magistrate is authorized to determine the question of the guilt or innocence of the person charged.

In faith whereof the undersigned plenipotentiaries have signed the present protocol and affixed thereto their respective seals.

Done in duplicate at Athens, Greece, the 2<sup>d</sup> day of September 1937.

HAROLD SHANTZ [SEAL]

N. MAVROUDIS [SEAL]

<sup>1</sup> TS 855, *ante*, p. 353.

# MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

*Exchange of notes at Athens November 15, 1938; supplementary note  
of November 19, 1938*

*Entered into force January 1, 1939*

*Terminated March 9, 1950*<sup>1</sup>

53 Stat. 2046; Executive Agreement Series 137

*The American Minister to the President of the Council of Ministers  
and Minister of Foreign Affairs*

LEGATION OF THE UNITED STATES OF AMERICA

*Athens, November 15, 1938*

No. 375

## EXCELLENCY:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Athens by representatives of the Government of the United States of America and the Government of the Kingdom of Greece with reference to the treatment which the United States of America shall accord to the commerce of the Kingdom of Greece and which the Kingdom of Greece shall accord to the commerce of the United States of America.

These conversations have disclosed a mutual understanding between the two Governments which is that the United States of America will accord to the commerce of the Kingdom of Greece and the Kingdom of Greece will accord to the commerce of the United States of America, its territories and possessions, non-discriminatory treatment.

Accordingly the two Governments have agreed upon the following provisions:

## I

With respect to customs duties or charges of any kind imposed on or in connection with importation or exportation, and with respect to the method of levying such duties or charges, and with respect to all rules and formalities in connection with importation or exportation, and with respect to all laws or regulations affecting the sale, taxation or use of imported goods within the

<sup>1</sup> Date on which Greece became a contracting party to the General Agreement on Tariffs and Trade (TIAS 1700, *ante*, vol. 4, p. 641).

country, any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the Kingdom of Greece to any article originating in or destined for any third country, shall be accorded immediately and unconditionally to the like article originating in or destined for the Kingdom of Greece or the United States of America, respectively.

## II

1. Neither the Government of the United States of America nor the Royal Hellenic Government shall regulate by import licenses or permits the importation into its territory of any article in which the other country has an interest, or by any method maintain limitation or control of the amount of importation of any such article, unless similar action is taken with respect to the importation of such article from all other countries.

2. If imports of such an article from the other country are, directly or indirectly, restricted by such regulation, limitation, or control, the Government taking such action shall establish in advance, and inform the other Government of, the total amount permitted to be imported from all countries during any specified period, which shall not be shorter than three months, and of any increase in such amount during the specified period, and shall either—

(a) Impose no limitation on the part of such total amount which may be imported from the other country; or

(b) Establish in advance, and inform the other country concerning, the quota of such article which shall be permitted to be imported from the other country during the specified period. Such quota, as originally established or subsequently changed, shall be equivalent to the proportion of the total importation of such article which the other country supplied during past years, account being taken in so far as practicable in appropriate cases of any special factors which may have affected or may be affecting the trade in that article. Where a quota for importation from the other country is established, no obstacle, administrative or otherwise, shall be placed in the way of importation sufficient to fill the quota allotted to the other country. If the total amount permitted entry from all countries is increased during any quota period, the quota established for the other country shall be increased proportionately.

3. If the Government of either country establishes or maintains such regulation, limitation, or control of the importation of an article in which the other country has an interest, it shall—

(a) Make public the regulations regarding the issuance of licenses or permits, or regarding any other method of limitation or control, before such regulations are put into force;

(b) Administer any system of licenses or permits or any other method of limitation or control so as not to discriminate against importation from the

other country, and in no manner, directly or indirectly, influence importers regarding the country from which they shall seek permission to import any such article;

(c) Ensure that there shall be no undue delay in the issuance of licenses or permits;

(d) Ensure that any duly qualified importer seeking to establish new, or to reestablish old, trade connections with the other country, or to maintain such trade connections, shall be given reasonable opportunity to import any such article; and upon request inform any such duly qualified importer whose application is rejected of the reasons for such rejection;

(e) At all times upon request advise the Government of the other country of the amount of any such article, the growth, produce, or manufacture of each exporting country which has been imported, or for which licenses or permits for importation have been granted.

4. The provisions of this Article shall also be applicable with respect to any regulation, limitation, or control imposed by either Government upon the importation of such article at a particular rate of duty or charge.

### III

In the event that the Government of the United States of America or the Royal Hellenic Government establishes or maintains, directly or indirectly, any form of control of the means of international payment, it shall, in the administration of such control:

(a) Impose no prohibition, restriction, condition, or delay on the transfer of payment for imported articles the growth, produce, or manufacture of the other country, or of payments necessary for and incidental to the importation of such articles;

(b) Accord unconditionally, with respect to rates of exchange and taxes or surcharges on exchange transactions in connection with payments for or payments necessary and incidental to the importation of all articles the growth, produce, or manufacture of the other country, treatment no less favorable than that accorded in connection with the importation of any article whatsoever the growth, produce, or manufacture of any third country; and

(c) Accord unconditionally, with respect to all rules and formalities applying to exchange transactions in connection with payments for or payments necessary and incidental to the importation of articles the growth, produce, or manufacture of the other country, treatment no less favorable than that accorded in connection with the importation of the like articles the growth, produce, or manufacture of any third country.

## IV

1. In the event that the Government of the United States of America or the Royal Hellenic Government establishes or maintains a monopoly for the importation, production, or sale of a particular commodity or grants exclusive privileges, formally or in effect, to one or more agencies to import, produce, or sell a particular commodity, the Government of the country establishing or maintaining such monopoly, or granting such monopoly privileges, agrees that in respect of the foreign purchases of such monopoly or agency the commerce of the other country shall receive fair and equitable treatment. To this end it is agreed that in making its foreign purchases of any product such monopoly or agency will be influenced solely by those considerations, such as price, quality, marketability, and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing such product on the most favorable terms.

2. It is agreed that the Government of each country, in the awarding of contracts for public works and generally in the purchase of supplies, shall not discriminate against the other country in favor of any third country.

## V

1. The advantages now accorded or which may hereafter be accorded by the United States of America or the Kingdom of Greece to adjacent countries in order to facilitate frontier traffic, and advantages resulting from a customs union to which either the United States of America or the Kingdom of Greece may become a party, shall be excepted from the operation of this Agreement.

2. The advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions, the Philippine Islands, or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement.

3. Subject to the requirement that, under like circumstances and conditions, there shall be no arbitrary discrimination by either country against the other country in favor of any third country, the provisions of this Agreement shall not extend to prohibitions or restrictions (1) imposed on moral or humanitarian grounds; (2) designed to protect human, animal or plant life or health; (3) relating to prison-made goods; (4) relating to the enforcement of police or revenue laws.

4. Nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the importation or exportation of gold or silver, or to prevent the adoption of such measures as either Government may see fit with respect to the control of the export or sale for export of arms, ammunition, or implements of war, and, in exceptional circumstances, all other military supplies, and it is agreed, further, that nothing in this Agreement shall be construed to prevent the adoption or enforcement of measures relating to neutrality.

VI

The present Agreement shall replace the exchange of notes between the Government of the United States and the Government of the Kingdom of Greece of December 9, 1924,<sup>2</sup> and shall become operative on the first day of January 1939, and shall continue in force until superseded by a more comprehensive commercial agreement or by a definitive treaty of commerce and navigation, or until denounced by either country by advance written notice of not less than thirty days.

Accept, Excellency, the renewed assurances of my highest consideration.

LINCOLN MACVEAGH

His Excellency JOHN METAXAS,  
*President of the Council of Ministers  
 and Minister for Foreign Affairs,  
 Athens.*

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*The President of the Council of Ministers and Minister of Foreign Affairs  
 to the American Minister*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

No. 27039/G/1/1

ATHENS, *November 15, 1938*

MR. MINISTER:

I have the honor to acknowledge the receipt of your Note of November 15, 1938, reading as follows:

[For text of U.S. note, see above.]

In informing you that the Greek Government is in agreement with the contents of the above Note, I beg you to accept, Mr. Minister, the assurances of my highest consideration.

J. METAXAS

To His Excellency Mr. LINCOLN MACVEAGH,  
*Envoy Extraordinary and Minister Plenipotentiary  
 of the United States of America,  
 Athens.*

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<sup>2</sup> TS 706, *ante*, p. 323.

## SUPPLEMENTARY NOTE

*The American Minister to the President of the Council of Ministers  
and Minister of Foreign Affairs*

LEGATION OF THE UNITED STATES OF AMERICA

No. 400

*Athens, November 19, 1938*

## EXCELLENCY:

With reference to our Exchange of Notes of November 15, 1938, concerning the treatment which the United States of America shall accord to the commerce of the Kingdom of Greece and which the Kingdom of Greece shall accord to the commerce of the United States of America, I have the honor to inform you that, without modifying its position on the principle of unconditional most-favored-nation treatment, the Government of the United States of America agrees not to invoke the provisions of Article I of this Agreement in respect of the special and temporary advantages now accorded by the Kingdom of Greece to imports from certain countries of coffee in beans, and of sugar.

Please accept, Excellency, the assurances of my highest consideration.

LINCOLN MACVEAGH

His Excellency JOHN METAXAS,  
*President of the Council of Ministers  
and Minister for Foreign Affairs,  
Athens.*

## CUSTOMS PRIVILEGES FOR CONSULAR OFFICERS AND CLERKS

*Exchange of notes at Athens October 10, 1940  
Entered into force October 10, 1940*

Department of State files

*The American Minister to the Permanent Under Secretary of State  
for Foreign Affairs*

No. 255

ATHENS, October 10, 1940

### EXCELLENCY:

I have the honor to confirm to you as follows the results of our recent discussions concerning certain privileges and exemptions which the Government of the United States of America and the Royal Hellenic Government have agreed reciprocally to extend to consular officers and legation and consular clerks who are nationals of the other serving in its territory and not engaged in any private occupation for gain.

1. Career consular officers of the United States in Greece and career consular officers of Greece in the United States shall enjoy the privilege of importing free of duty or restriction all articles of first installation, including consumable goods and an automobile, this privilege to extend for a period of six months from the date of their arrival to take up their duties. Thereafter they shall enjoy the privilege of free entry for articles of personal use only with respect to furniture or effects completing their first installation; except, however, that any such officer shall be permitted to dispose of his automobile after two years of use upon payment of the duty assessed upon its used value, and to import another replacing it free of duty or restriction.

2. Legation and consular clerks who are nationals of the appointing country serving in the other and who are not engaged in any private occupation for gain shall enjoy the privileges mentioned in numbered paragraph 1 above, except that they shall not enjoy free entry of consumable goods at the time of their first installation. It is understood, however, that these privileges shall not be granted to legation or consular clerks who are nationals of the appointing country but also nationals of the country in which they are serving.

3. The officers and employees of the two Governments specified in numbered paragraphs 1 and 2 above, shall be exempted from all taxes upon their persons or personal property or the compensation which they receive for their services, including license or circulation taxes upon their automobiles. Such exemption shall not, however, include taxes on real property.

4. It is understood that this note and your reply will constitute an agreement in this matter, which shall take effect beginning from today.

Please accept, Excellency, the assurance of my highest consideration.

LINCOLN MACVEAGH

His Excellency

NICHOLAS MAVROUDIS,  
*Permanent Under Secretary of  
State for Foreign Affairs,  
Athens.*

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*The Permanent Under Secretary of State for Foreign Affairs to the American  
Minister*

[TRANSLATION]

ROYAL MINISTRY OF  
FOREIGN AFFAIRS

No. 29737/0/2/5

ATHENS, *October 10, 1940*

MR. MINISTER:

I have the honor to acknowledge the receipt of your Note No. 255 of October 10, 1940, and to confirm to you as follows the results of our recent discussions concerning certain privileges and exemptions which the Royal Hellenic Government and the Government of the United States of America have agreed reciprocally to extend to career Consuls General, Consuls, and Vice Consuls and legation and consular clerks of both countries who are nationals of the appointing country and not engaged in any private occupation for gain.

1. Career Consuls General, Consuls, and Vice Consuls of Greece in the United States and career Consuls General, Consuls, and Vice Consuls of the United States in Greece shall enjoy the privilege of importing free of duty or restriction all articles of first installation, including consumable goods and an automobile, this privilege to extend for a period of six months from the date of their arrival to take up their duties. Thereafter they shall enjoy the privilege of free entry for articles of personal use only with respect to furniture or effects completing their first installation; except, however, that any such Consul General, Consul, and Vice Consul shall be permitted to dispose of his automobile after two years of use upon payment of the duty assessed

upon its used value, and to import another replacing it free of duty or restriction.

2. Legation and consular clerks who are nationals of the appointing country serving in the other and who are not engaged in any private occupation for gain shall enjoy the privileges mentioned in numbered paragraph 1 above, except that they shall not enjoy free entry of consumable goods at the time of their first installation. It is understood, however, that these privileges shall not be granted to legation or consular clerks who are nationals of the appointing country but also nationals of the country in which they are serving.

3. Career Consuls General, Consuls, and Vice Consuls and employees of the two Governments specified in numbered paragraphs 1 and 2 above, shall be exempted from all taxes upon their persons or personal property or the compensation which they receive for their services, including license or circulation taxes upon their automobiles. Such exemption shall not, however, include taxes on real property.

4. Our two notes will constitute an agreement in this matter, which shall take effect beginning from today.

Please accept, Mr. Minister, the assurance of my highest consideration.

N. MAVROUDIS

His Excellency

LINCOLN MACVEAGH,

*Envoy Extraordinary and Minister*

*Plenipotentiary of the United States of America,*

*Athens.*

## MILITARY SERVICE

*Exchange of notes at Washington March 31, 1942, and February 8 and  
March 2 and 16, 1943*

*Entered into force March 2, 1943*

*Terminated March 31, 1947*<sup>1</sup>

57 Stat. 968; Executive Agreement Series 322

*The Acting Secretary of State to the Greek Minister*

DEPARTMENT OF STATE

WASHINGTON

*March 31, 1942*

SIR :

I have the honor to inform you that the Selective Training and Service Act of 1940<sup>2</sup> as amended, provides that with certain exceptions every male citizen of the United States and every other male person residing in the United States between the ages of 18 and 65 shall register. The Act further provides that, with certain exceptions, registrants within specified age limits are liable for active military service in the United States armed forces.

This Government recognizes that from the standpoint of morale of the individuals concerned and the over-all military effort of the countries at war with the Axis Powers, it would be desirable to permit certain classes of individuals who have registered or who may register under the Selective Training and Service Act of 1940, as amended, to enlist in the armed forces of a co-belligerent country, should they desire to do so. It will be recalled that during the World War this Government signed conventions with certain associated powers on this subject. The United States Government believes, however, that under existing circumstances the same ends may now be accomplished through administrative action, thus obviating the delays incident to the signing and ratification of conventions.

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<sup>1</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

<sup>2</sup> 54 Stat. 885.

This Government is prepared, therefore, to initiate a procedure which will permit aliens who have registered under the Selective Training and Service Act of 1940, as amended, who are nationals of co-belligerent countries and who have not declared their intention of becoming American citizens to elect to serve in the forces of their respective countries, in lieu of service in the armed forces of the United States, at any time prior to their induction into the armed forces of this country. Individuals who so elect will be physically examined by the armed forces of the United States, and if found physically qualified, the results of such examinations will be forwarded to the proper authorities of the co-belligerent nation for determination of acceptability. Upon receipt of notification that an individual is acceptable and also receipt of the necessary travel and meal vouchers from the co-belligerent government involved, the appropriate State Director of the Selective Service System will direct the local Selective Service Board having jurisdiction in the case to send the individual to a designated reception point for induction into active service in the armed forces of the co-belligerent country. If upon arrival it is found that the individual is not acceptable to the armed forces of the co-belligerent country, he shall be liable for immediate induction into the armed forces of the United States.

Before the above-mentioned procedure will be made effective with respect to a co-belligerent country, this Department wishes to receive from the diplomatic representative in Washington of that country a note stating that his government desires to avail itself of the procedure and in so doing agrees that:

(a) No threat or compulsion of any nature will be exercised by his government to induce any person in the United States to enlist in the forces of any foreign government;

(b) Reciprocal treatment will be granted to American citizens by his government; that is, prior to induction in the armed forces of his government they will be granted the opportunity of electing to serve in the armed forces of the United States in substantially the same manner as outlined above. Furthermore, his government shall agree to inform all American citizens serving in its armed forces or former American citizens who may have lost their citizenship as a result of having taken an oath of allegiance on enlistment in such armed forces and who are now serving in those forces that they may transfer to the armed forces of the United States provided they desire to do so and provided they are acceptable to the armed forces of the United States. The arrangements for effecting such transfers are to be worked out by the appropriate representatives of the armed forces of the respective governments.

(c) No enlistments will be accepted in the United States by his government of American citizens subject to registration or of aliens of any nationality who have declared their intention of becoming American citizens and are subject to registration.

This Government is prepared to make the proposed régime effective immediately with respect to Greece upon the receipt from you of a note stating that your government desires to participate in it and agrees to the stipulations set forth in lettered paragraphs (a), (b), and (c) above.

Accept, Sir, the renewed assurances of my highest consideration.

SUMNER WELLES  
*Acting Secretary of State*

The Honorable  
CIMON P. DIAMANTOPOULOS,  
*Minister of Greece.*

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*The Secretary of State to the Greek Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*February 8, 1943*

EXCELLENCY:

I have the honor to refer to the Department's note of March 31, 1942 and to subsequent conversations had by officers of the Department with the Embassy on the subject of the proposed agreement with your country concerning the service of nationals of one country in the armed forces of the other country.

In amplification of the Department's note of March 31, 1942 I may state that this Government is prepared, upon the conclusion of the proposed agreement, to grant to non-declarant Greek nationals serving in the armed forces of the United States, who did not previously have an opportunity of electing to serve in the forces of their own country, the privilege of applying for a transfer to the armed forces of Greece. Upon the conclusion of the agreement, the War Department is prepared to discharge, for the purpose of transferring to the armed forces of Greece, non-declarant Greek nationals serving in the United States forces who did not have a previous opportunity of opting for service with the Greek forces. I may also state, with reference to the second and third sentences of the third paragraph of the Department's note of March 31, 1942, that the details incident to carrying out the agreement may be modified in such manner as may be mutually agreeable, and to that end it is suggested that this subject be discussed by officers of the Embassy with the appropriate agencies of the United States Government upon the conclusion of the agreement.

If your Government is desirous of entering into the proposed agreement, and you will forward to the Department a note conforming to the conclud-

ing paragraph of the Department's note of March 31, 1942, this Government is prepared to make the proposed regime effective immediately upon the receipt of such note.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State  
G. HOWLAND SHAW

His Excellency

CIMON P. DIAMANTOPOULOS,  
*Ambassador of Greece.*

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*The Greek Ambassador to the Secretary of State*

ROYAL GREEK EMBASSY  
WASHINGTON, D.C.  
*March 2, 1943*

No. 431

EXCELLENCY:

Referring to your Notes of March 31, 1942 and February 8, 1943, and to conversations between officials of the Greek Embassy and the Department of State regarding the application of the Selective Training and Service Act of 1940, as amended, to Greek nationals in the United States and reciprocal treatment of American citizens serving in the Greek Army, in accordance with instructions of my Government I have the honor to accept the proposal as outlined in your aforesaid Notes and to advise that it agrees to do so under the conditions stated and with the stipulation set forth in paragraphs (a), (b), and (c) in your Note.

I also wish to bring to the attention of Your Excellency that according to a Royal Decree Greek citizens belonging to the Navy reserves who are residing in the United States and who have not declared their intention to become citizens, are under obligation to register for service in the Royal Greek Navy at the Consular offices of Greece in this country.

I shall highly appreciate it if you will advise me the names of the appropriate officers in the War Department and the Selective Service System with whom Greek officials may discuss all details incident to carrying out the agreement.

Accept, Sir, the renewed assurances of my highest consideration.

C. DIAMANTOPOULOS

His Excellency

Mr. CORDELL HULL, *Secretary of State*  
*Washington, D.C.*

*The Secretary of State to the Greek Ambassador*

DEPARTMENT OF STATE

WASHINGTON

March 16, 1943

## EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 431 of March 2, 1943, in which you state that your Government desires to enter into the agreement, proposed in the Department's notes of March 31, 1942 and February 8, 1943, concerning the services of nationals of one country in the armed forces of the other country. You state that your Government agrees to the conditions and stipulations set forth in paragraphs (a), (b) and (c) of the Department's note of March 31, 1942.

I take pleasure in informing you that this Government now considers the agreement with your Government as having become effective on March 2, 1943, the date on which your note under acknowledgment was received in the Department. The appropriate authorities of the United States Government have been informed accordingly, and I may assure you that this Government will carry out the agreement in the spirit of full cooperation with your Government.

It is suggested that all the details incident to carrying out this agreement be discussed directly by officers of the Embassy with the appropriate officers of the War Department and of the Selective Service System. Lieutenant Colonel V. L. Sailor, of the Recruiting and Induction Section, Adjutant General's Office, War Department, and Lieutenant Colonel S. G. Parker, of the Selective Service System, will be available to discuss questions relating to the exercise of the option prior to induction. The Inter Allied Personnel Board of the War Department, which is headed by Major General Guy V. Henry, is the agency with which questions relating to the discharge of non-declarant nationals of Greece who may have been serving in the Army of the United States on the effective date of the agreement, and who desire to transfer to the Greek forces, may be discussed.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State  
G. HOWLAND SHAW

His Excellency  
CIMON P. DIAMANTOPOULOS,  
*Ambassador of Greece.*

## LEND-LEASE

*Preliminary agreement signed at Washington July 10, 1942*  
*Entered into force July 10, 1942*

56 Stat. 1559; Executive Agreement Series 260

Whereas the Governments of the United States of America and Greece declare that they are engaged in a cooperative undertaking, together with every other nation or people of like mind, to the end of laying the bases of a just and enduring world peace securing order under law to themselves and all nations;

And whereas the Governments of the United States of America and Greece, as signatories of the Declaration by United Nations of January 1, 1942,<sup>1</sup> have subscribed to a common program of purposes and principles embodied in the Joint Declaration made on August 14, 1941,<sup>2</sup> by the President of the United States of America and the Prime Minister of the United Kingdom of Great Britain and Northern Ireland, known as the Atlantic Charter;

And whereas the President of the United States of America has determined, pursuant to the Act of Congress of March 11, 1941,<sup>3</sup> that the defense of Greece against aggression is vital to the defense of the United States of America;

And whereas the United States of America has extended and is continuing to extend to Greece aid in resisting aggression;

And whereas it is expedient that the final determination of the terms and conditions upon which the Government of Greece receives such aid and of the benefits to be received by the United States of America in return therefor should be deferred until the extent of the defense aid is known and until the progress of events makes clearer the final terms and conditions and benefits which will be in the mutual interests of the United States of America and Greece and will promote the establishment and maintenance of world peace;

And whereas the Governments of the United States of America and Greece are mutually desirous of concluding now a preliminary agreement in regard to the provision of defense aid and in regard to certain considerations which shall be taken into account in determining such terms and conditions and

<sup>1</sup> EAS 236, *ante*, vol. 3, p. 697.

<sup>2</sup> EAS 236, *ante*, vol. 3, p. 686.

<sup>3</sup> 55 Stat. 31.

the making of such an agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an agreement in conformity with the laws either of the United States of America or of Greece have been performed, fulfilled or executed as required;

The undersigned, being duly authorized by their respective Governments for that purpose, have agreed as follows:

#### ARTICLE I

The Government of the United States of America will continue to supply the Government of Greece with such defense articles, defense services, and defense information as the President of the United States of America shall authorize to be transferred or provided.

#### ARTICLE II

The Government of Greece will continue to contribute to the defense of the United States of America and the strengthening thereof and will provide such articles, services, facilities or information as it may be in a position to supply.

#### ARTICLE III

The Government of Greece will not without the consent of the President of the United States of America transfer title to, or possession of, any defense article or defense information transferred to it under the Act of March 11, 1941 of the Congress of the United States of America or permit the use thereof by anyone not an officer, employee, or agent of the Government of Greece.

#### ARTICLE IV

If, as a result of the transfer to the Government of Greece of any defense article or defense information, it becomes necessary for that Government to take any action or make any payment in order fully to protect any of the rights of a citizen of the United States of America who has patent rights in and to any such defense article or information, the Government of Greece will take such action or make such payment when requested to do so by the President of the United States of America.

#### ARTICLE V

The Government of Greece will return to the United States of America at the end of the present emergency, as determined by the President of the United States of America, such defense articles transferred under this Agreement as shall not have been destroyed, lost or consumed and as shall be determined by the President to be useful in the defense of the United States of America or of the Western Hemisphere or to be otherwise of use to the United States of America.

## ARTICLE VI

In the final determination of the benefits to be provided to the United States of America by the Government of Greece full cognizance shall be taken of all property, services, information, facilities, or other benefits or considerations provided by the Government of Greece subsequent to March 11, 1941, and accepted or acknowledged by the President on behalf of the United States of America.

## ARTICLE VII

In the final determination of the benefits to be provided to the United States of America by the Government of Greece in return for aid furnished under the Act of Congress of March 11, 1941, the terms and conditions thereof shall be such as not to burden commerce between the two countries, but to promote mutually advantageous economic relations between them and the betterment of world-wide economic relations. To that end, they shall include provision for agreed action by the United States of America and Greece, open to participation by all other countries of like mind, directed to the expansion, by appropriate international and domestic measures, of production, employment, and the exchange and consumption of goods, which are the material foundations of the liberty and welfare of all peoples; to the elimination of all forms of discriminatory treatment in international commerce, and to the reduction of tariffs and other trade barriers; and, in general, to the attainment of all the economic objectives set forth in the Joint Declaration made on August 14, 1941, by the President of the United States of America and the Prime Minister of the United Kingdom.

At an early convenient date, conversations shall be begun between the two Governments with a view to determining, in the light of governing economic conditions, the best means of attaining the above-stated objectives by their own agreed action and of seeking the agreed action of other like-minded Governments.

## ARTICLE VIII

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two Governments.

Signed and sealed in duplicate at Washington this tenth day of July, 1942.

For the Government of the United States of America:

CORDELL HULL [SEAL]

*Secretary of State  
of the United States of America*

For the Government of Greece:

EM. J. TSOUDEROS [SEAL]

*Prime Minister and Minister for Foreign  
Affairs of Greece*

## CIVIL AFFAIRS

*Exchange of notes at Athens January 31, 1945, with exchange of notes between Greece and the United Kingdom at Athens November 24, 1944*

*Entered into force January 31, 1945  
Terminated upon fulfillment of its terms*

Department of State files

*The American Ambassador to the Minister of Foreign Affairs*

ATHENS, GREECE

*January 31, 1945*

No. 30

### EXCELLENCY:

Acting on instructions from my Government, I have the honor to inform Your Excellency that it is the desire of the United States Government to participate, for the initial period after liberation, in the military program for the relief and rehabilitation of Greece.

The United States Army has been authorized to participate in conjunction with the United Kingdom in the military program of essential relief and rehabilitation activities essential to relief in liberated Greek areas, within the limits of such supply and shipping as may be made available for the purpose. Such relief and rehabilitation will be limited to:

- a) Relief services, such as public health, welfare and sanitation;
- b) the provision of relief supplies;
- c) such emergency rehabilitation of public utilities, agriculture and transportation as may be essential to relief; and
- d) in connection with such relief, the furnishing of assistance to displaced persons and refugees.

The military program will be carried out by a combined military headquarters which will include a limited number of United States officers. The United States financial participation in this undertaking is limited to its agreed share of the cost of civilian supplies furnished to Greece and to the services of the United States Army officers. It is understood that final settlement between the United States and Greek Governments for expenditures by the United States Government in connection with this undertaking shall be the subject of a separate agreement.

The Government of the United States desires to associate itself with the "Memorandum of Agreement Regarding Questions Concerning Civil Administration, Jurisdiction and Relief Arising out of Military Operations in Greek Territory" of November 24, 1944, between the British Government and the Greek Government,<sup>1</sup> but only for the purposes and to the extent specified in the preceding paragraph.

The Government of the United States would welcome an expression by the Greek Government of its acceptance of the principle of United States military participation in accordance with the foregoing, and agreement on the part of the Greek Government to accord to United States military personnel and United States nationals employed by or accompanying the military force, their property and that of the United States Government employed in furtherance of the purposes specified herein, all assistance, rights and tax and other immunities accorded to military forces and nationals of any country other than Greece in the aforesaid Memorandum of Agreement of November 24, 1944, including the right of the United States to establish military courts which will have exclusive jurisdiction over such United States persons and property.

Please accept, Excellency, the renewed assurance of my highest consideration.

LINCOLN MACVEAGH

His Excellency

MR. JOHN A. SOFIANOPOULOS,  
*Minister for Foreign Affairs,*  
*Athens.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

No. 1099

ATHENS, *January 31, 1945*

MR. AMBASSADOR:

I have had the honor to receive your letter of today's date, expressing the desire of the United States Government to come under the *Memorandum of Agreement Regarding Questions Concerning Civil Administration, Jurisdiction, and Relief Arising out of Military Operations in Greek Territory* between the Greek Government and the British Government of November 24, 1944, insofar as American military personnel are participating in the initial military program for the recovery and assistance of liberated Greece.

In this regard, I wish to inform Your Excellency that the Greek Government agrees to accord to American military personnel as well as to American

<sup>1</sup> For text, see p. 387.

nationals accompanying or employed by the military force, to their property, and to United States Government property serving the purposes mentioned in your letter, any assistance and immunities granted under the aforementioned Memorandum of November 24, including the right of the United States to establish courts-martial with jurisdiction over American military personnel, without prejudice, of course, to the reservations formulated in the letter sent on November 24, 1944, by my predecessor to His Excellency the Ambassador of the United Kingdom on the Memorandum in question, a copy of which is enclosed.

I avail myself of the occasion to renew to you the assurance of my very high consideration.

T. A. SOFIANOPOULOS

His Excellency

LINCOLN MACVEAGH,  
*United States Ambassador,*  
*Athens.*

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*The British Ambassador to the President of the Greek Council of Ministers*

BRITISH EMBASSY

ATHENS

*24th November, 1944*

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your letter of 17th November and am glad to note therefrom that the discussions which have taken place between representatives of the United Kingdom and of Greece, concerning the arrangements to be made regarding questions concerning civil administration, jurisdiction and relief, arising out of military operations in Greek territory, have now led to agreement upon broad conclusions set out in the memorandum of agreement annexed hereto.

2. His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland have considered and approved this memorandum.

3. In view of the terms of Your Excellency's letter, I shall be grateful if Your Excellency will inform me whether the Greek Government agree that the present note and Your Excellency's reply, re-iterating the observations set out in Your Excellency's letter of 17th November 1944 and duly noted, shall be regarded as constituting an agreement between our two Governments in this matter.

I take the opportunity of renewing to Your Excellency the assurance of my highest consideration.

R. W. A. LEEPER

His Excellency

Monsieur GEORGES PAPANDREOU,  
*President of the Council of Ministers.*

MEMORANDUM OF AGREEMENT REGARDING QUESTIONS CONCERNING CIVIL ADMINISTRATION, JURISDICTION AND RELIEF ARISING OUT OF MILITARY OPERATIONS IN GREEK TERRITORY

It is contemplated that a British military force with which will be associated Greek units and which may include personnel of all three services, hereinafter called the force, may enter Greece with the task of expelling the enemy and restoring stable conditions under which relief may be provided for the needs of the Greek people. The agreed arrangements set out below are intended to be essentially temporary and practical and are designed to assist the Commander of the force in the execution of his task.

1. In areas affected by military operations or in which in his opinion a serious state of disorder exists, the Commander will have the right to exercise supreme responsibility and authority. The areas in which the Commander so exercises authority shall be declared to be "military areas". Where necessary he may delegate his powers in these areas to appropriate commander.

2. Commander will notify the Greek Government as soon as, in his opinion, the situation permits in order that they may assume responsibility for civil administration of such "military areas".

3. The Greek Government will have entire responsibility for civil administration of Greek territory other than areas declared by the commander to be "military areas". In order that the commander may be able to discharge his task special arrangements will be made as required between the Greek Government and the commander to ensure that the force enjoys all facilities including the use of ports and lines of communication and airfields which it may require in territory under the administration of the Greek Government.

4. The Greek Government will appoint a Greek military mission to be attached to the staff of the commander. The commander will make the fullest possible use of the advice and assistance which will be tendered to him through the Greek liaison officers in the Greek military mission, particularly in respect of administration of military areas. It will be within the discretion of the commander to make the fullest possible use of Greek local authorities in respect of administration of "military areas".

5. The commander will bring supplies and provide relief to the distressed population of Greece at the earliest possible time and as far as resources permit. Relief supplies will be distributed in Greece under the general direction of the commander in such a manner as he may find necessary to ensure equitable distribution on basis of need and without discrimination as to race, religion, nationality or political belief.

6. The Greek Government will give the commander all possible assistance in order to enable him to execute his task. In particular the Greek Government will:

(a) Take necessary administrative and legislative steps to ensure that relief supplies brought in by the force and any supplies available locally in Greece are fairly and equitably distributed on basis of need and without discrimination as to race, religion, nationality or political belief.

(b) Provide to the greatest extent in their power for restoration of essential public services.

(c) Take all possible steps to ensure safety of personnel and property of the force and of all persons who are employed by or accompany it including protection of depots, warehouses, buildings, docks and of areas required for import and storage of supplies.

7. In order to facilitate his task of providing relief to the Greek people in manner set out in paragraph 5, the commander will have the right to enter into such agreements or such arrangements with any local authorities, agencies, officials or other persons as he may consider necessary for this purpose.

8. (a) Except in areas declared by the commander to be military areas, members of the Greek armed forces serving in Greek units with the force in Greek territory shall come under the exclusive jurisdiction of Greek courts. Other Greeks who are members of the force and serving in conditions which render them subject to the naval, military or air force law of the force will not be regarded as members of the Greek armed forces for this purpose.

(b) Persons military or civilian who are subject to the exclusive jurisdiction of the Greek authorities may be arrested by the military police or armed guards of the force and detained by them until they can be handed over to the competent Greek authorities.

9. In exercising jurisdiction over civilians, the Greek Government will make necessary arrangements, ensuring speedy trial in the vicinity by Greek courts of such civilians as are alleged to have committed offences against persons, property or security of the force.

10. Without prejudice to the provisions of paragraph 18 service courts and authorities of the force will have exclusive jurisdiction over all members of the force and over all persons not belonging to the force who are nationals of any country other than Greece and who are employed by or who accompany the force and are subject to the naval military or air force law of the force. The question of jurisdiction over merchant seamen who are nationals of any country other than Greece and who are not subject to the service law of the force will require special consideration and should form the subject of a separate agreement.

11. Persons thus subject to the exclusive jurisdiction of service courts and authorities of the force may however be arrested by the Greek police for offences against Greek law but shall be handed over without delay, and with the necessary documents for disposal to the appropriate service authority. A certificate signed by the commander, or by an officer serving under him

of field rank or its equivalent, that the person to whom it refers belongs to one of the classes mentioned in paragraphs 10, 14 and 17 shall be conclusive. The procedure of handing over such persons is a matter for local arrangement.

12. The commander and Greek authorities will take necessary steps to provide machinery for such mutual assistance as may be required in making investigations, collecting evidence and securing the attendance of witnesses in relation to cases triable under Greek jurisdiction or the jurisdiction of the force.

13. There shall be established claims commissions to examine and dispose of claims for compensation for damage or injury preferred by Greek civilians against members of the force exclusive of claims for damage or injury resulting from enemy action or operations against the enemy, and exclusive of claims arising out of acts committed by members of Greek units serving with the force.

14. Members of the force and organisations and persons of non-Greek nationality employed by or accompanying the force and all property belonging to them or to His Majesty's Government and used in furtherance of the commander's task, shall be exempted from all Greek taxation (including customs) and no such property shall be subject to seizure under Greek law. Taxes shall not be levied against relief supplies distributed in Greece by the commander except with his consent.

15. In military areas the commander shall have power to requisition civilian labour, billets and supplies, use of lands, buildings, transportation and other services for the needs of his command. Such requisitions will be effected where possible through the Greek authorities and in accordance with Greek law. In other areas the Greek Government will furnish the commander with all civilian personnel, billets, supplies, lands, buildings, transportation and other services as requested by the commander for the purpose of carrying out his task. The commander will also have the right, at his discretion, to control access to any headquarters, depots, warehouses, buildings, docks, or other areas occupied by his authority for the accomplishment of his mission by the force, members thereof or organisations or persons employed by or accompanying the force.

16. The immunity from Greek jurisdiction and taxation resulting from paragraphs 10 and 14 will be extended to such selected civilian officials and employees of His Majesty's Government present in Greece on duty in furtherance of the purpose of the force as may from time to time be notified by the commander to the competent Greek authority.

17. In distributing supplies and otherwise providing relief, the commander will use the services of the United Nations Relief and Rehabilitation Administration (UNRRA). All personnel of UNRRA and of voluntary societies serving with UNRRA who are nationals of any country other than Greece shall be subject to the exclusive jurisdiction of service courts of the

force and exempt from taxation in accordance with the provisions of paragraphs 10 and 14. The status and functions of members of Swedish-Swiss relief mission who may be present in Greece at the time of the entry of the force are reserved for later settlement.

18. Should circumstances in future be such as to require provision to be made for exercise of jurisdiction in civil matters over members of the force present in Greece or persons employed or accompanying such force who are nationals of any country other than Greece, His Majesty's Government and the Greek Government will consult together as to the measures to be adopted.

19. The commander may retain, dispose of or make any use which he considers necessary of enemy war material which may come into his hands. The term "enemy war material" means any arms, equipment or other property whatsoever belonging to, used by or intended for use by any enemy military or paramilitary formations or any members thereof in connexion with their operations.

20. Other questions arising as result of the presence in Greek territory of the force (in particular questions relating to finance and currency) which are not dealt with in this agreement shall be regarded as remaining open and shall form the subject of further negotiations as circumstances may require.

*24th November, 1944*

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*The President of the Greek Council of Ministers to the British Ambassador*

24TH NOVEMBER, 1944

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your note of this day's date concerning the arrangements to be made regarding questions concerning civil administration, jurisdiction and relief, arising out of military operations in Greek territory.

2. I request Your Excellency to note again the following observations which were contained in my letter of 17th November 1944:

(i) As regards paragraph 6(a) providing that supplies shall be distributed "without discrimination as to race, religion, nationality or political belief", I would note that such discrimination is forbidden in Greece by the Constitution. Consequently this passage of the text is superfluous.

(ii) It is agreed that the competence of Greek courts throughout the whole of the national territory is in no way affected by the clauses of the Agreement dealing with the question of jurisdiction (paragraphs 8, 9, 10, 11 and 12). Thus, Greek officers and soldiers, even in Military areas shall be subject to the jurisdiction of the Greek courts, excepting those provided for at the end of paragraph 8, and who belong to the Allied armies. This

point derives from a fundamental principle of Greek law and should in any case be safeguarded.

(iii) As regards jurisdiction over merchant seamen (paragraph 10), the Greek Government do not consider it necessary, on their part, to sign a special agreement since this question is covered by the provisions of International Law.

(iv) Finally, as regards exemption from taxation and customs provided for by paragraph 16, it is understood that Greek nationals shall not benefit from this immunity.

3. I have the honour to inform you that the Greek Government agree that Your Excellency's note and the present reply shall be regarded as constituting an agreement between our two Governments in this matter.

I take the opportunity of renewing to Your Excellency the assurance of my highest consideration.

GEORGES PAPANDREOU

His Excellency

MR. R. W. A. LEEPER, C.M.G., C.B.E.,  
*His Britannic Majesty's Ambassador,*  
*Athens.*

## AIR TRANSPORT SERVICES

*Exchange of notes at Athens December 22 and 24, 1945*

*Entered into force December 24, 1945*

*Expired March 27, 1946<sup>1</sup>*

Department of State files

*The American Embassy to the Ministry for Foreign Affairs*

No. 283

ATHENS, *December 22, 1945*

### NOTE VERBALE

The Embassy of the United States of America presents its compliments to the Royal Hellenic Ministry for Foreign Affairs and has the honor to refer to a conversation which took place on December 20, 1945, between His Excellency, the Foreign Minister of Greece and the American Ambassador, during the course of which His Excellency suggested that, pending the conclusion of the bilateral Air Transport Agreement between Greece and the United States, which was the subject of the Royal Ministry's Note Verbale No. 11876 of December 1, 1945, the Greek Government would be disposed to enter into a temporary agreement granting the airlines of the United States temporary operating rights in Greece.

The Embassy welcomes the above-mentioned suggestion of the Foreign Minister, and hopes, in view of the fact that the Transcontinental and Western Air Incorporated, which is in this case the airline designated by the United States Government, will soon be in a position to inaugurate its international service to the Middle East, that the Greek Government may be agreeable to grant to the United States Government temporary operating rights until such time as a permanent agreement may be concluded.

The details of such temporary operations may of course be worked out between the TWA and the appropriate Greek authorities.

The Embassy of the United States of America avails itself of this opportunity of renewing to the Royal Hellenic Ministry of Foreign Affairs the assurances of its highest consideration.

THE ROYAL MINISTRY FOR FOREIGN AFFAIRS,  
*Athens*

<sup>1</sup>Date of entry into force, provisionally, of agreement of Mar. 27, 1946 (TIAS 1626, *post*, p. 398).

*The Ministry for Foreign Affairs to the American Embassy*KINGDOM OF GREECE  
MINISTRY FOR FOREIGN AFFAIRSATHENS, *December 24, 1945*

## NOTE VERBALE

The Royal Ministry for Foreign Affairs presents its compliments to the Embassy of the United States of America and, with reference to the Embassy's Note Verbale, dated December 22nd, 1945, has the honour to inform the United States Embassy that the Greek Government is disposed to grant airlines designated by the United States of America a temporary permission to operate air services through Greece, pending the signature of a permanent agreement between the two Governments, under the following conditions:

A. Designated airlines of the United States are hereby accorded rights of transit and non-traffic stop in Greek territory as well as the right to pick up and discharge international traffic in passengers, cargo and mail, to and from Greece, belonging only to 3rd and 4th freedoms on the international air transport routes operated by designated airlines of the United States, subject to the following conditions:

1. This agreement is entered into for a temporary period of two months, pending the completion of negotiations between the Greek Government and the United States of America covering the establishment and development of air transport services between their respective territories and is entered into without prejudice to such negotiations. This agreement will terminate upon the effective date of any such agreement between the Greek Government and the United States of America.

2. In areas of hostilities or military occupation, or any areas affected thereby, the inauguration of services by designated airlines of the United States hereunder shall be subject to the approval of the competent military authorities.

3. It is understood that designated airlines of the United States should exercise the rights granted under this agreement at the earliest practicable date except in case of temporary inability to do so.

4. The Government of Greece may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. It is agreed however, that these charges shall not be higher than should be paid for the use of such airports and facilities by Greek aircraft engaged in similar international services.

5. The Greek Government hereby authorize designated airlines of the United States to make use of ELLINIKON (Hassani) airport, or such other airport as may be used at the time by the Air Transport Command of the United States Army, and the facilities provided at such airport by the Air

Transport Command, without additional payment to the Greek Government of other charges than those referred to in paragraph 4 and those relating to the custom, sanitary and police control under the Greek laws in effect, and so long as the authorization granted by the Greek Government to the Air Transport Command of the United States Army under date of July 26, 1945, is in effect.

6. Fuel, lubricating oils and spare parts introduced into the territory of Greece by designated airlines of the United States and intended solely for use by aircraft of designated airlines of the United States shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees, or other national duties or charges by the Greek Government.

7. The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of designated airlines of the United States shall, upon arriving in or leaving the territory of Greece, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by aircraft on flight in the territory of Greece.

8. Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by the Government of the United States shall be recognized as valid by the Greek Government for the purpose of operations by designated airlines of the United States under this agreement.

9. The laws and regulations of Greece relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of designated airlines of the United States and shall be complied with by such aircraft upon entering or departing from or while within the territory of Greece.

10. The laws and regulations of Greece as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, entry-permit, emigration, passports, customs duties, quarantine and airmail service, shall be complied with by or on behalf of such passengers, crew or cargo of designated airlines of the United States upon entrance into or departure from, or while within the territory of Greece.

11. The Government of Greece reserves the right of withholding or refusing the rights herein granted to designated airlines of the United States in case of failure of such airlines to comply with the laws of Greece or perform its obligations under this agreement.

B. Pending the installation of other air services on the same or on section of the same air route designated airlines of the United States are authorized to load and unload at Athens cargo and passengers belonging to the 5th freedom under the following conditions:

1. Designated airlines of the United States shall not have the right to operate a service with a greater frequency than one aircraft daily in both directions.

2. Designated airlines of the United States shall enjoy the right of no restrictions relating to the amount of 5th freedom traffic to be loaded and unloaded at Athens.

3. Immediately after declaration of the intention of the Greek or other Government to operate a service on the same or on section of the same air route, the Greek Government shall announce the termination of this agreement relating to the 5th freedom. This termination will take effect on the date of expiration of this agreement without regard to the eventual prolongation of this agreement for another two months' period for the other four freedoms according to the provisions here below.

C. (1) The effect of the present agreement may, by common agreement, on request of the United States Government, be prolonged for another two months' period under the restrictions of sub-paragraph B(3).

(2) This agreement shall be registered with the Provisional International Civil Aviation Organization.

The Royal Ministry for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

To the

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Athens*

## COMMERCIAL RELATIONS

*Exchange of notes at Washington January 2 and 11, 1946*  
*Entered into force January 11, 1946*

60 Stat. 1483; Treaties and Other  
International Acts Series 1505

*The Greek Ambassador to the Secretary of State*

ROYAL GREEK EMBASSY  
WASHINGTON, D.C.

*January 2, 1946*

No. 5067

EXCELLENCY:

I have the honor to make the following statement of the understanding reached during our recent discussions:

1. With a view to promoting the expansion of production, employment, and the exchange and consumption of goods, the Government of the United States of America and the Greek Government hereby undertake that they will enter into negotiations at an appropriate date for the reaching of agreement between themselves and with other countries of like mind on mutually advantageous measures directed to the reduction of tariffs and trade barriers, and the elimination of all forms of discriminatory treatment in international commerce, payments and investments.

2. Pending the conclusion of negotiations envisaged in the foregoing paragraph, the Governments of the United States of America and Greece declare it to be their policy to avoid the adoption of new measures affecting international trade, payments or investments which would prejudice the objectives of such agreement. The two Governments shall afford each other an adequate opportunity for consultation regarding proposed measures falling within the scope of this paragraph.

Accept, Excellency, the renewed assurances of my highest consideration.

C. DIAMANTOPOULOS

His Excellency

MR. JAMES F. BYRNES

*Secretary of State*

*Washington, D.C.*

*The Acting Secretary of State to the Greek Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*January 11, 1946*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of January 2, 1946 concerning the understanding reached during our recent discussions in regard to promoting the expansion of production, employment and the exchange and consumption of goods, and hereby confirm your statement of the understanding reached as therein set out.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency

CIMON P. DIAMANTOPOULOS  
*Ambassador of Greece.*

## AIR TRANSPORT SERVICES

*Agreement signed at Athens March 27, 1946, with annex  
Entered into force provisionally March 27, 1946; definitively May 22,  
1947  
Amended by agreements of February 7, 1966,<sup>1</sup> and December 20, 1968<sup>2</sup>*

61 Stat. 2937; Treaties and Other  
International Acts Series 1626

### AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND GREECE

Having in mind the Resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, Illinois, for the adoption of a Standard Form of Agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States and Greece, the two Governments parties to this Agreement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

#### ARTICLE 1

The Contracting Parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

#### ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the Contracting Party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Contracting Party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the Contracting Party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas

<sup>1</sup> 17 UST 344; TIAS 5982.

<sup>2</sup> 19 UST 7767; TIAS 6606.

affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that either Contracting Party granted commercial rights under this Agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

### ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both Contracting Parties agree that :

(a) Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the Contracting Parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by the other Contracting Party or its nationals, and intended solely for use by aircraft of such other Contracting Party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the Contracting Party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one Contracting Party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

### ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services described in the Annex. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

### ARTICLE 5

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other Contracting Party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the other Contracting Party upon entrance into or departure from, or while within the territory of the first party.

#### ARTICLE 6

Each Contracting Party reserves the right to withhold or revoke a certificate or permit to an airline of the other party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of either party to this Agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this Agreement.

#### ARTICLE 7

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

#### ARTICLE 8

Either Contracting Party may terminate the rights for services granted by it under this Agreement by giving one year's notice to the other Contracting Party.

#### ARTICLE 9

In the event either of the Contracting Parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

#### ARTICLE 10

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or its Annex which cannot be settled through consultation shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III Section 6(8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944<sup>3</sup>) or its successor.

<sup>3</sup> EAS 469, *ante*, vol. 3, p. 929.

## ARTICLE 11

If a general multilateral air Convention enters into force in relation to both Contracting Parties, the Present Agreement shall be amended so as to conform with the provisions of such Convention.

## ARTICLE 12

The provisions of this Agreement shall become operative from the day it is signed. The Greek Government shall notify the Government of the United States of America of the approval of the Agreement by the Greek Parliament, and the Government of the United States of America shall consider the Agreement as becoming definitive upon the date of such notification by the Greek Government.

In witness whereof the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Agreement and have affixed thereto their Seals:

For the Government of the United States of America:

K. L. RANKIN [SEAL]  
*Chargé d'Affaires ad interim*

For the Government of Greece:

CONSTANTINE RENDIS [SEAL]  
*Minister for Foreign Affairs*

Done in duplicate at Athens, this twenty-seventh day of March, nineteen hundred and forty-six.

ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES  
OF AMERICA AND GREECE

A. Airlines of the United States authorized under the present Agreement are accorded rights of transit and non-traffic stop in Greek territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Athens, on the following route or routes:

The United States, via intermediate points, to Athens and points beyond; in both directions.

B. Airlines of Greece authorized under the present Agreement are accorded in the territory of the United States such rights of transit, non-traffic stop and commercial entry for international traffic in connection with such specific route or routes as may be determined at a later date.<sup>4</sup>

<sup>4</sup> For amendments relating to para. B, see agreements of Feb. 7, 1966 (17 UST 344; TIAS 5982) and Dec. 20, 1968 (19 UST 7767; TIAS 6606).

C. In the establishment and operation of the air services covered by this Agreement and its Annex, the following principles shall apply:

(1) It is desirable to foster and encourage the widest possible distribution of the benefits of air travel for the general good of mankind at the cheapest rates consistent with sound economic principles; and to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and insuring as well the many indirect benefits of this new form of transportation to the common welfare of both countries.

(2) The air transport facilities available to the traveling public should bear a close relationship to the requirements of the public for such transport.

(3) There shall be a fair and equal opportunity for the airlines of the two nations to operate on any route or routes between their respective territories covered by this Agreement and its Annex.

(4) In the operation by the airlines of either Contracting Party of the trunk services described in the Annex to this Agreement, the interest of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same routes.

(5) It is the understanding of both Contracting Parties that services provided by a designated airline under this Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes covered by this Agreement and its Annex shall be applied in accordance with the general principles of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related:

- (a) to traffic requirements between the country of origin and the countries of destination;
- (b) to the requirements of through airline operation, and
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

(6) In so far as the airline or airlines of one Contracting Party may be temporarily prevented through difficulties arising for the War from taking immediate advantage of the opportunity referred to in sub-paragraph (3) above, the situation shall be reviewed between the Contracting Parties with the object of facilitating the necessary development, as soon as the airline or airlines of the first Contracting Party is or are in a position increasingly to make their proper contribution to the service.

## AID TO GREECE

*Agreement signed at Athens June 20, 1947; exchange of notes at Athens  
May 26 and June 15 and 18, 1947  
Entered into force June 20, 1947*

61 Stat. 2907; Treaties and Other  
International Acts Series 1625

### AGREEMENT ON AID TO GREECE

The Government of the Kingdom of Greece having requested the Government of the United States of America for financial, material and technical assistance to avert economic crisis, promote national recovery, and restore internal tranquillity; and

The Congress of the United States, in the Act approved May 22, 1947,<sup>1</sup> having authorized the President of the United States to furnish such assistance to Greece, on terms consonant with the sovereign independence and security of the two countries; and

The Government of Greece, in a note to the Government of the United States of June 15, 1947 having proposed certain measures within Greece which it deems essential to the effective use of United States assistance and of Greece's own resources in promoting reconstruction and recovery in Greece as soon as possible; and

The Government of the United States and the Government of Greece believing that the furnishing of such assistance will help to achieve the basic objectives of the Charter of the United Nations<sup>2</sup> and will further strengthen the ties of friendship between the American and Greek peoples:

The undersigned, being duly authorized by their respective Governments for that purpose, have agreed as follows:

### ARTICLE 1

The Government of the United States will furnish the Government of Greece such assistance as the President of the United States may authorize to be provided in accordance with the Act of Congress approved May 22, 1947, and any Acts amendatory or supplementary thereto.

<sup>1</sup> 61 Stat. 103.

<sup>2</sup> 59 Stat. 1031; TS 993.

## ARTICLE 2

The Government of Greece will make effective use of any assistance furnished to Greece by the United States and of Greece's own resources in order to advance reconstruction and secure recovery in Greece as soon as possible. To this end the Government of Greece has already undertaken, and hereby agrees, to effectuate the measures proposed in its note of June 15, 1947 to the Government of the United States and will take such further action as may be appropriate.

## ARTICLE 3

The Government of the United States will send to Greece a mission to be known as the American Mission for Aid to Greece (hereinafter referred to as the American Mission). The Chief of the American Mission designated by the President of the United States will represent the Government of the United States on matters relating to the assistance furnished under this Agreement.

## ARTICLE 4

The Chief of the American Mission will determine, in consultation with representatives of the Government of Greece, the terms and conditions upon which specified assistance shall from time to time be furnished under this Agreement. Under the direction of the Chief, the Mission will provide such advisory assistance and will exercise such functions as are necessary and proper to assist the Government of Greece to make the most effective use of any assistance furnished to Greece by the United States and of Greece's own resources and thereby to advance reconstruction and secure recovery in Greece as soon as possible. Certain of these functions are contained in the measures proposed by the Government of Greece in its note of June 15, 1947.

## ARTICLE 5

The Government of Greece will furnish all practicable assistance to the American Mission to facilitate the performance of its functions, the movement of Mission personnel to, in or from Greece, the employment of Greek nationals and residents, the acquisition of facilities and services, and the performance of other activities of the Mission. The personnel of the American Mission and the property of the Mission and of its personnel shall enjoy in Greece the same privileges and immunities as are enjoyed by the personnel of the United States Embassy in Greece and the property of the Embassy and of its personnel.

## ARTICLE 6

The Government of Greece will permit the members of the American Mission to observe freely the utilization of assistance furnished to Greece by the United States. The Government of Greece will maintain such accounts

and records, and will furnish the American Mission such reports and information, as the Mission may request for the performance of its functions and responsibilities.

#### ARTICLE 7

The Government of Greece and the Government of the United States will cooperate in assuring the peoples of the United States and Greece full information, consistent with the security of the two countries, concerning the assistance furnished to Greece by the United States. To this end—

(1) Representatives of the press and radio of the United States will be permitted to observe freely and to report fully regarding the utilization of such assistance; and

(2) The Government of Greece will afford the American Mission opportunity for, and will cooperate with it in providing, full and continuous publicity within Greece, including periodic reports by the Mission, as to activities under this Agreement and the purpose, source, character, scope, amounts, and progress of such assistance.

#### ARTICLE 8

The Government of Greece will make such provisions as may be required by the President of the United States for the security of any article, service, or information received pursuant to this Agreement. It will not transfer, without the consent of the President of the United States, title to or possession of any such article or information nor permit, without such consent, the use of any such article or the use or disclosure of any such information by or to anyone not an officer, employee, or agent of the Government of Greece or for any purpose other than that for which the article or information is furnished.

#### ARTICLE 9

The Government of Greece will not use any part of the proceeds of any loan, credit, grant, or other form of aid rendered pursuant to this Agreement for the making of any payment on account of the principal or interest on any loan made to it by any other foreign government.

The Government of Greece will not, except with the approval of the Government of the United States, allocate any funds or make available any foreign exchange for payment of principal or interest on the foreign indebtedness now in suspense of the Government of Greece and of all public and private debtors.

#### ARTICLE 10

Any or all assistance authorized to be provided pursuant to this Agreement will be withdrawn—

(1) If requested by the Government of Greece representing a majority of the Greek people;

(2) If the Security Council of the United Nations finds (with respect to which finding the United States waives the exercise of any veto) or the General Assembly of the United Nations finds that action taken or assistance furnished by the United Nations make the continuance of assistance by the Government of the United States pursuant to this Agreement unnecessary or undesirable;

(3) Under any of the other circumstances specified in section 5 of the aforesaid Act of Congress or if the President of the United States determines that such withdrawal is in the interest of the United States; or

(4) If the Government of Greece does not take reasonable steps to effectuate those measures proposed in its note of June 15, 1947 or subsequently agreed upon which are essential to reconstruction and recovery in Greece.

#### ARTICLE 11

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two Governments.

#### ARTICLE 12

This Agreement shall be registered with the United Nations.

Done in duplicate, in the English and Greek languages, at Athens, this 20th day of June, 1947.

For the Government of the United States of America:

LINCOLN MACVEAGH [SEAL]  
*Ambassador Extraordinary  
 and Plenipotentiary*

For the Government of the Kingdom of Greece:

CONSTANTINE TSALDARIS [SEAL]  
*Deputy Prime Minister and  
 Minister for Foreign Affairs*

#### EXCHANGE OF NOTES

*The American Ambassador to the Vice Premier and Minister of Foreign Affairs*

AMERICAN EMBASSY  
 Athens, Greece, May 26, 1947

No. 230

EXCELLENCY:

I have the honor to inform Your Excellency that I have been instructed to convey to the Greek Government the following communication from the Government of the United States.

“In response to an appeal by the Greek Government in its Note of March 3, 1947 to the Government of the United States, and through it to the American people, for financial, economic, and expert aid to assist the Greek people in restoring their country, the President of the United States on March 12, 1947 requested from the Congress the necessary authority to permit him to extend the help requested.

“The Government of the United States now informs the Greek Government that the President has been authorized to extend assistance to Greece under the provisions of an Act of Congress signed May 22, 1947.

“The Government of the United States will welcome an indication from the Greek Government of its general recovery program and assurances that the proffered assistance will be effectively utilized. This Government will also welcome assurances from the Greek Government that it is prepared to enter into negotiations leading to a mutually acceptable agreement between the two Governments on the terms under which American aid will be extended.”

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

LINCOLN MACVEAGH

His Excellency

CONSTANTINE TSALDARIS

*Vice Premier and Minister for Foreign Affairs  
Athens*

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*The Vice Premier and Minister of Foreign Affairs to the American  
Ambassador*

THE MINISTRY FOR FOREIGN AFFAIRS

No. 29824

ATHENS, *June 15, 1947*

YOUR EXCELLENCY:

By your note No. 230 of May 26, 1947 you were good enough to inform me that, in response to an appeal by the Greek Government in its note of March 3, 1947 to the Government of the United States and through it to the American people, for financial, economic and expert aid to assist the Greek people in restoring their country, the President of the United States has been authorised to extend assistance to Greece under the provisions of an act of Congress signed May 22, 1947.

In reply, I have the honour to request that you be kind enough to convey to the United States Government the following communication from the Greek Government:

The hearts of the Greek people are profoundly touched by this proof of the generosity and good will of the American people and of the benevolent

interest of a great and friendly nation in the welfare of Greece. The Greek Government on its own behalf and on behalf of the Greek people, wishes to express its deepest appreciation for this magnanimous response to the request of the Greek Government and takes this opportunity to repeat that it turned to the United States for aid only because the devastating results of the war were such as to render impossible the enormous task of reconstruction with the resources remaining to Greece after years of conflict and enemy occupation.

The Greek Government wishes to give assurances that any assistance it may receive will be used in conformance with the purposes for which it may be made available. Aid given for military purposes will be used in the restoration and maintenance of internal order. Aid furnished for the economic recovery and physical reconstruction of the country will be expended in a manner which will have a lasting beneficial effect on the country as a whole.

The Greek Government also wishes to make known at this time its own plans for action which will lay a basis for American assistance in Greek recovery and reconstruction. The Greek people realize that ultimate solution of their problem requires great and continuous effort by themselves. They are aware that the extensive aid of the United States will not alone be sufficient to meet the large costs of restoring public order and reconstructing productive facilities over a period of years. The Greek Government will lead its people in their effort to achieve these ends. This responsibility entails the composing of internal differences, the collection of more revenues, the rebuilding of foreign trade, the conservation of foreign exchange, the reconstruction of public works, the improvement of Government administration, assistance and guidance to agriculture and industry, establishment of protective labor measures, encouragement of democratic organizations among economic and social groups, measures to control inflation and assure equitable distribution of supplies and services, and the restraint of excesses and extravagances on the part of any segment of the population. The Greek Government will undertake these and all other necessary measures to marshal Greece's own resources to the fullest extent in attaining the ends for which American assistance may be extended. This organization of Greek effort will require economic contributions and cooperation from all.

The Greek Government is ever mindful that primary responsibility for the economic welfare of the country rests with the Greek Government, and it is therefore proceeding with plans for the early institution and vigorous administration of those measures which will enable full use of capital, productive facilities, manpower resources and natural wealth to be found in Greece. Certain measures proposed by the Greek Government are stated in general terms in this note, these and other measures will be developed further after consultation with American advisers.

In order to achieve budgetary balance and economic stability at the earliest possible time the Greek Government will undertake to rehabilitate its national and local revenue system by all necessary measures including the modernization of tax administration, elimination of tax evasion and the use of every practicable source of revenue. Full regard will be given to equitable distribution of the tax burden and to the principle of ability to pay. Measures will be taken to control and curtail expenditures of the Government. The Government audit and accounting system will be strengthened, and the budget will be published and used as an effective control of expenditures.

With a view to steadily increasing the ratio of official acquisitions of foreign exchange to import requirements, a program will be undertaken to increase the amounts of foreign exchange coming into the Greek economy through normal commercial channels. Vigorous efforts to increase exports, including the resumption of the export of olive oil and the rebuilding of foreign markets, will be made. Measures will be adopted to assure the operation of Greek shipping in a manner which will provide the greatest benefit for the national economy. Existing regulations on the import and export of foreign exchange will be enforced and strengthened by all possible means. To make the most effective use of available exchange, imports will be limited to those which are essential to the Greek economy, and they will be brought in as an integral part of a national import program which includes goods purchased with American aid. The planning and supervising of the administration of the program of public and private imports and exports will be centralized in a foreign trade committee comprising Greek and American technicians and headed by an American in the employ of the Greek Government. To guard against further inflation, a vigorous program will be undertaken to hold down prices and to establish an equitable relation between prices and wages. As further deterrents to inflation, rent control and rationing of commodities will be continued and controls on credit and banking will be instituted.

The agricultural and industrial production of the country will be increased by Government guidance and financial assistance. Unduly restrictive taxes, detrimental employment practices and monopoly regulations will be reexamined and all unnecessary deterrents to production eliminated. To this end the Greek Government will encourage increased labor productivity while fostering the right of workers to organize and join free democratic labor unions and to engage in activities to promote their mutual protection and economic status.

In order to fill its increasingly active role in guiding the recovery and reconstruction efforts during the American aid program, the Government will undertake an extensive program to improve its governmental organizations and civil service, which were so disrupted by the long years of war.

The Greek Government wishes to take this opportunity to renew its request to the United States Government for American personnel who can

assist in the Greek recovery effort, including a special American Mission to administer the extension of American aid, observe its use by the Greek Government and advise the Greek Government. In order to expedite recovery in Greece and because of the large financial contribution of the United States to Greece, the Mission should participate in the development of revenue and expenditure policies, approve Government expenditures for activities which directly or indirectly involve the use of American aid, take part in the planning of the import program, and approve the use of foreign exchange. The Greek Government would also wish the Mission to assist in the execution of reconstruction projects, improvement of public administration, technical training of civil servants and other personnel, continuation of the health program, development of exports, programming and disposition of Government purchased supplies, promotion of agricultural and industrial recovery, and regulation of wages and prices. In general, the Greek Government will wish to consult with the Mission before taking any economic steps which might affect the success of the American aid program.

In addition to the members of the Mission who will act as representatives of the United States Government, the Greek Government wishes the assistance of the United States Government in employing a limited number of American experts to act in technical and supervisory capacities within the Greek Government. The Government will continue a currency committee consisting of Greeks and foreign experts with functions modified to fit in with those of the American Mission. As mentioned above, a Foreign Trade Administration headed by an American technician is also planned.

In the light of the recent legislation by the Congress of the United States and of the views expressed by the United States Government in its Note No. 230 of May 26, 1947, it is suggested that the two Governments should enter into a formal agreement on these matters.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

C. TSALDARIS

His Excellency

MR. LINCOLN MACVEAGH

*Ambassador of the United States of America  
Athens*

*The American Ambassador to the Vice Premier and Minister of Foreign Affairs*

AMERICAN EMBASSY  
ATHENS, GREECE

*June 18, 1947*

No. 296

EXCELLENCY:

I have the honor to refer to Your Excellency's Note No. 29824 of June 15, 1947 and, acting on instructions, to convey to the Royal Hellenic Government the following message from the Government of the United States of America:

"The Government of the United States acknowledges the Note of the Greek Government of June 15, 1947, setting forth in general terms the Greek Government's recovery program.

"This Government notes with satisfaction the assurances of the Greek Government that American aid will be effectively utilized in accordance with the purpose for which it is being extended. This Government also welcomes the assurances of the Greek Government that it is prepared to enter into negotiation leading to a mutually acceptable agreement on the terms under which this aid will be extended and has authorized the American Ambassador in Greece to negotiate such an agreement with the Greek Government."

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

LINCOLN MACVEAGH

His Excellency

CONSTANTINE TSALDARIS,

*Vice Premier and Minister for Foreign Affairs,*

*Athens.*

## RELIEF ASSISTANCE

*Agreement signed at Athens July 8, 1947*  
*Entered into force July 8, 1947*  
*Terminated December 31, 1948*<sup>1</sup>

61 Stat. 3017; Treaties and Other  
International Acts Series 1637

### AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF GREECE CONCERNING THE UNITED STATES RELIEF ASSISTANCE TO THE GREEK PEOPLE

WHEREAS, it is the desire of the United States of America to provide relief assistance to the Greek people to prevent suffering and to permit them to continue effectively their efforts toward recovery; and

WHEREAS, the Greek Government has requested the United States Government for relief assistance and has presented information which convinces the Government of the United States that the Greek Government urgently needs assistance in obtaining the basic essentials of life for the people of Greece; and

WHEREAS, the United States Congress has by Public Law 84, 80th Congress, May 31, 1947,<sup>2</sup> authorized the provision of relief assistance to the people of those countries which, in the determination of the President, need such assistance and have given satisfactory assurances covering the relief program as required by the Act of Congress; and

WHEREAS, the United States Government and the Greek Government desire to define certain conditions and understandings concerning the handling and distribution of the United States relief supplies and to establish the general lines of their cooperation in meeting the relief needs of the Greek people;

The Government of the United States of America represented by the Honorable Lincoln MacVeagh and the Government of the Kingdom of Greece represented by His Excellency Demetrios Maximos have agreed as follows:

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<sup>1</sup> By exchange of notes dated Dec. 27, 1948, and Feb. 16, 1949.

<sup>2</sup> 61 Stat. 125.

## ARTICLE I

*Furnishing of Supplies*

(a) The program of assistance to be furnished shall consist of such types and quantities of supplies, and procurement, storage, transportation and shipping services related thereto, as may be determined from time to time by the United States Government after consultation with the Greek Government in accordance with Public Law 84, 80th Congress, May 31, 1947, and any acts amendatory or supplementary thereto. Such supplies shall be confined to certain basic essentials of life, namely, food, medical supplies, processed and unprocessed material for clothing, fertilizers, pesticides, fuel, and seeds.

(b) Subject to the provisions of Article III the United States Government will make no request, and will have no claim, for payment for United States relief supplies and services furnished under this Agreement.

(c) The United States Government agencies will provide for the procurement, storage, transportation and shipment to Greece of United States relief supplies, except to the extent that the United States Government may authorize other means for the performance of these services in accordance with procedures stipulated by the United States Government. All United States relief supplies shall be procured in the United States except when specific approval for procurement outside the United States is given by the United States Government.

(d) The Greek Government will from time to time submit in advance to the United States Government its proposed programs for relief import requirements. These programs shall be subject to screening and approval by the United States Government and procurement shall be authorized only for items contained in the approved programs.

(e) Transfers of United States relief supplies shall be made under arrangements to be determined by the United States Government in consultation with the Greek Government. The United States Government, whenever it deems it desirable, may retain possession of any United States relief supplies, or may recover possession of such supplies transferred up to the city or local community where such supplies are made available to the ultimate consumers.

## ARTICLE II

*Distribution of Supplies in Greece*

(a) All United States relief supplies shall be distributed by the Greek Government under the direct supervision and control of the United States representatives and in accordance with the terms of this Agreement. The distribution shall be through commercial channels to the extent feasible and desirable.

(b) All United States relief supply imports shall be free of fiscal charges

including customs duties up to the point where they are sold for local currency as provided by Article III of this Agreement unless when because of price practices, it is advisable to include customs charges or government taxes in prices fixed, in which case the amount thus collected on United States relief supply imports shall accrue to the special account referred to in Article III. All United States relief supply imports given free to indigents, institutions and others shall be free of fiscal charges, including customs duties.

(c) The Greek Government will designate a high ranking official who shall have the responsibility of liaison between the Greek Government and the United States representatives responsible for the relief program.

(d) The Greek Government will distribute United States relief supplies and similar supplies produced locally or imported from outside sources, without discrimination as to race, creed, or political belief, and will not permit the diversion of any of such supplies to non-essential uses or for export or removal from the country while need there for relief purposes continues. The Greek Government will not permit the diversion of an excessive amount of United States relief supplies and similar supplies produced locally or imported from outside sources to assist in the maintenance of armed forces.

(e) The Greek Government will so conduct the distribution of United States relief supplies and similar supplies produced locally and imported from outside sources as to assure a fair and equitable share of the supplies to all classes of the people throughout Greece.

(f) A ration and price control system shall be maintained and the distribution shall be so conducted that all classes of the population, irrespective of purchasing power, shall receive their fair share of supplies covered in this Agreement.

### ARTICLE III

#### *Utilization of Funds Accruing from Sales of United States Supplies*

(a) The prices at which the United States supplies shall be sold in Greece shall be agreed upon between the United States Government and the Greek Government.

(b) When United States relief supplies are sold for local currency, the amount of such local currency shall be deposited by the Greek Government in a special account in the name of the Greek Government.

(c) Until June 30, 1948, such funds shall be disposed of only upon approval of the duly authorized representative of the United States Government for relief and work relief purposes within Greece, including local currency expenses of the United States incident to the furnishing of relief. Any unencumbered balance remaining in such account on June 30, 1948, shall be disposed of within Greece for such purposes as the United States Government, pursuant to Act or Joint Resolution of Congress, may determine.<sup>3</sup>

<sup>3</sup> See art. IV, para. 2(a) of agreement of July 2, 1948 (TIAS 1786), *post*, p. 435.

(d) The Greek Government will upon request advance funds to the United States representatives to meet local currency expenses incident to the furnishing of relief.

(e) While it is not intended that the funds accruing from sales of the United States relief supplies normally shall be used to defray the local expenses of the Greek Government in handling and distributing the United States relief supplies, including local currency costs of discharging cargo and other port charges, the United States representative shall consider with the Greek Government the use of the funds to cover the unusual costs which would place an undue burden on the Greek Government.

(f) The Greek Government will each month make available to the United States representatives reports on collections, balances, and expenditures from the fund.

(g) The Greek Government will assign officials to confer and plan with the United States representatives regarding the disposition of funds accruing from sales to assure a prompt and proper use of such funds.

#### ARTICLE IV

##### *Effective Production, Food Collections and Use of Resources To Reduce Relief Needs*

(a) The Greek Government will exert all possible efforts to secure the maximum production and collection of locally produced supplies needed for relief purposes.

(b) The Greek Government will undertake not to permit any measures to be taken involving delivery, sale or granting of any articles of the character covered in this Agreement which would reduce the locally produced supply of such articles and thereby increase the burden of relief.

(c) The Greek Government will furnish regularly current information to the United States representatives regarding plans and progress in achieving this objective.

(d) The Greek Government affirms that it has taken and is taking in so far as possible, the economic measures necessary to reduce its relief needs and to provide for its own future reconstruction.

#### ARTICLE V

##### *United States Representatives*

(a) The United States Government will send to Greece the representatives required to discharge responsibilities of the United States Government under this Agreement and the Public Law 84, 80th Congress, May 31, 1947. The Greek Government will permit and facilitate the movement of the United States representatives to, in or from Greece.

(b) The Greek Government will permit and facilitate in every way the freedom of the United States representatives to supervise, inspect, report

and travel throughout Greece at any and all times, and will cooperate fully with them in carrying out all of the provisions of this Agreement. The Greek Government will furnish the necessary automobile transportation to permit the United States representatives to travel freely throughout Greece and without delay.

(c) The United States representatives and the property of the mission and of its personnel shall enjoy in Greece the same privileges and immunities as are enjoyed by the personnel of the United States Embassy in Greece and the property of the Embassy and of its personnel.

#### ARTICLE VI

##### *Freedom of United States Press and Radio Representatives To Observe and Report*

The Greek Government will permit representatives of the United States press and radio to observe freely and report fully and without censorship regarding the distribution and utilization of relief supplies and the use of funds accruing from sale of United States relief supplies.

#### ARTICLE VII

##### *Reports, Statistics and Information*

(a) The Greek Government will maintain adequate statistical and other records on relief and will consult with the United States representatives, upon their request, with regard to the maintenance of such records.

(b) The Greek Government will furnish promptly upon request of the United States representatives information concerning the production, use, distribution, importation, and exportation of any supplies which effect the relief needs of the people.

(c) In case United States representatives report apparent abuses or violations of this Agreement, the Greek Government will investigate and report and promptly take such remedial action as is necessary to correct such abuses or violations as are found to exist.

#### ARTICLE VIII

##### *Publicity Regarding United States Assistance*

(a) The Greek Government will permit and arrange full and continuous publicity regarding the purpose, source, character, scope, amounts and progress of the United States relief program in Greece, including the utilization of funds accruing from sales of United States relief supplies for the benefit of the people.

(b) All United States relief supplies and any articles processed from such supplies, or containers of such supplies or articles, shall, to the extent practicable, be marked, stamped, branded, or labelled in a conspicuous place in

such a manner as to indicate to the ultimate consumer that such supplies or articles have been furnished by the United States for relief assistance; or if such supplies, articles or containers are incapable of being so marked, stamped, branded, or labelled, all practicable steps will be taken by the Greek Government to inform the ultimate consumer thereof that such supplies or articles have been furnished by the United States for relief assistance.

#### ARTICLE IX

##### *Termination of Relief Assistance*

The United States Government will terminate any or all of its relief assistance at any time whenever it determines (1) by reason of changed conditions, the provision of relief assistance of the character authorized by the Public Law 84, 80th Congress, May 31, 1947, is no longer necessary (2) any provisions of this Agreement are not being carried out (3) an excessive amount of United States relief supplies, or of similar supplies produced locally or imported from outside sources, is being used to assist in the maintenance of armed forces in Greece, or (4) United States relief supplies or similar supplies produced locally or imported from outside sources are being exported or removed from Greece. The United States Government may stop or alter its program of assistance whenever in its determination other circumstances warrant such action.

#### ARTICLE X

##### *Date of Agreement*

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two Governments.

Done in duplicate in the English and Greek languages at Athens, this eighth day of July, 1947.

For the Government of the United States of America:

LINCOLN MACVEAGH [SEAL]  
*Ambassador Extraordinary  
 and Plenipotentiary*

For the Government of the Kingdom of Greece:

DEMETRIOS MAXIMOS [SEAL]  
*Prime Minister*

## TRANSFER OF NAVAL VESSELS AND EQUIPMENT

*Exchange of notes at Washington December 1 and 3, 1947*  
*Entered into force December 3, 1947*

61 Stat. 3734; Treaties and Other  
International Acts Series 1709

*The Acting Secretary of State to the Greek Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*Dec 1 1947*

### EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments on aid to Greece signed at Athens on June 20, 1947,<sup>1</sup> and to the proposed transfer thereunder to the Government of the Kingdom of Greece of certain United States naval vessels as listed in subparagraph 5 below. The Government of the United States of America, in accordance with determinations made under Article 4 of the Agreement of June 20, 1947, proposes that the following terms and conditions shall govern the transfer of such naval vessels.

1. The Government of the United States will transfer to the Government of Greece the vessels listed in subparagraph 5 below, will provide materials and supplies for operation and maintenance of such vessels together with six months' supply of essential spare parts, will furnish the technical advice and training of crews for the operation of such vessels and will deliver such vessels at times and places to be agreed. Such transfer of vessels and furnishing of materials, supplies, technical advice, and the training of crews shall be without cost or charge to the Government of Greece.

2. Ownership of the vessels transferred hereunder shall be acquired by the Government of Greece at the time of delivery of each vessel, which shall be evidenced by a delivery certificate executed by the Government of Greece in the form prescribed by the Government of the United States.

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<sup>1</sup> TIAS 1625, *ante*, p. 403.

3. The Government of Greece shall indemnify and hold harmless the Government of the United States, its officers, agents, servants, and employees against any and all claims, obligations, demands, losses, damages, expenses, and costs of every kind and nature in connection with the transfer of the vessels hereunder or the use and operation thereof by the Government of Greece. Without limiting the generality of the foregoing, the Government of Greece shall indemnify and hold harmless the Government of the United States, its officers, agents, servants, and employees against any and all claims, obligations, demands, losses, damages, expenses, and costs arising or growing out of the transfer to the Government of Greece, or the use by such Government subsequent to such transfer, of Bofors 40mm guns or guns of similar type made or produced under or pursuant to an agreement dated June 21, 1941,<sup>2</sup> between the United States of America and Aktiebolaget Bofors, a Swedish firm, which guns may be or are part or parts of armament, equipment, or fittings of the vessels to be transferred under this agreement.

4. The Government of Greece shall not relinquish physical possession of, or transfer ownership of, any of the vessels or their armament, equipment, or fittings obtained under this agreement without the prior written consent of the Government of the United States. Naval equipment or information furnished under this agreement or otherwise, of any security classification whatsoever, shall be safeguarded in accordance with the requirements of the appropriate security classifications of the United States Navy and no disclosure of such equipment or information shall be made by the Government of Greece to other governments or unauthorized persons without the prior written consent of the Government of the United States.

5. The following vessels are proposed to be transferred to the Government of Greece under the Agreement of June 20, 1947 in accordance with the provisions of Public Law No. 75 of the 80th Congress.<sup>3</sup>

PGM 16  
PGM 21

PGM 22  
PGM 25

PGM 28  
PGM 29

The foregoing terms and conditions with respect to the transfer of naval vessels will be considered in effect upon their acceptance by the Government of Greece.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT A. LOVETT  
*Acting Secretary of State*

His Excellency  
VASSILI C. DENDRAMIS,  
*Ambassador of Greece.*

<sup>2</sup> Not printed.

<sup>3</sup> 61 Stat. 103.

*The Greek Ambassador to the Acting Secretary of State*

ROYAL GREEK EMBASSY

WASHINGTON

*December 3, 1947*

No. 9123/6

EXCELLENCY:

I have the honor to acknowledge receipt of your letter dated December 1, 1947, which is as follows:

[For text of U.S. note, see above.]

I am authorized by my Government to inform you in reply that it agrees with the contents of the letter and accepts the terms and conditions with respect to the transfer of the foregoing naval vessels.

Accept, Excellency, the renewed assurances of my highest consideration.

VASSILI DENDRAMIS

*Ambassador of Greece*

His Excellency

ROBERT A. LOVETT

*Acting Secretary of State*

## FINANCING OF EDUCATIONAL EXCHANGE PROGRAM

*Agreement signed at Athens April 23, 1948*

*Entered into force April 23, 1948*

*Amended by agreements of March 16 and April 13, 1951;<sup>1</sup> June 28, 1954;<sup>2</sup> and January 23, 1959, and November 22, 1960<sup>3</sup>*

*Modified by agreement of March 12 and June 4, 1955<sup>4</sup>*

*Superseded by agreement of December 13, 1963<sup>5</sup>*

62 Stat. 1901; Treaties and Other  
International Acts Series 1751

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GREECE FOR THE USE OF FUNDS MADE AVAILABLE IN ACCORDANCE WITH THE LETTER CREDIT AGREEMENTS SIGNED ON MAY 16, 1946, SEPTEMBER 25, 1946, OCTOBER 4, 1946, AND JANUARY 6, 1948 BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GREECE

The Government of the United States of America and the Government of Greece;

Desiring to promote further mutual understanding between the peoples of the United States of America and Greece by a wider exchange of knowledge and professional talents through educational contacts;

Considering that Section 32(b) of the United States Surplus Property Act of 1944, as amended by Public Law no. 584, 79th Congress,<sup>6</sup> provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government acquired as a result of surplus property disposals for certain educational activities; and<sup>7</sup>

Considering that under the provisions of the Letter Credit Agreement between the Government of Greece and the Government of the United States

<sup>1</sup> 9 UST 1086; TIAS 4087.

<sup>2</sup> 5 UST 1616; TIAS 3037.

<sup>3</sup> 12 UST 223; TIAS 4697.

<sup>4</sup> 6 UST 2092; TIAS 3280.

<sup>5</sup> 14 UST 1770; TIAS 5486.

<sup>6</sup> 60 Stat. 754.

<sup>7</sup> For a modification of third paragraph of preamble, see 6 UST 2092; TIAS 3280.

of America dated October 4, 1946, and similar Credit Agreements dated May 16, 1946, September 25, 1946 and January 6, 1948 (hereinafter designated "the Letter Credit Agreements")<sup>8</sup> it is provided that in the event the Government of the United States wishes to receive local currency of the Government of Greece for the payment of any or all expenditures in Greece of the Government of the United States and its agencies, the Government of the United States may request at any time or times, and the Government of Greece agrees to furnish at such time or times, Greek currency in any amount not in excess of the net outstanding balance of principal (whether or not then due in United States dollars) payable under the terms of the Letter Credit Agreements; provided, however, that except by mutual agreement between the Government of the United States and the Government of Greece, the Government of the United States shall not be entitled to receive in any single calendar year, under the terms of paragraphs (4) and paragraphs (6) of the Letter Credit Agreements, any local currency or property, the combined total value of which is in excess of \$4,000,000.<sup>9</sup>

Have agreed as follows:

#### ARTICLE 1<sup>10</sup>

There shall be established a foundation to be known as the United States Educational Foundation in Greece (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Greece as an organization created and established to facilitate the administration of the educational program to be financed by funds made available by the Government of Greece in accordance with the Letter Credit Agreements signed on May 16, 1946, September 25, 1946, October 4, 1946, and January 6, 1948 between the Government of the United States of America and the Government of Greece. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and Greece as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present agreement.

All of the funds made available by the Government of Greece, within the conditions and limitations hereinafter set forth, shall be used by the Foundation or such other instrumentality as may be agreed upon by the Government of the United States of America and the Government of Greece for the purpose, as set forth in Section 32(b) of the United States Surplus Property Act of 1944, as amended, of

(1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institu-

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<sup>8</sup> Not printed.

<sup>9</sup> For amendments relating to fourth paragraph of preamble, see 12 UST 223; TIAS 4697.

<sup>10</sup> For a modification of art. 1, see 6 UST 2092; TIAS 3280.

tions of higher learning located in Greece or of the nationals of Greece in United States schools and institutions of higher learning located in Greece or of the nationals of Greece in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or

(2) furnishing transportation for nationals of Greece who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

## ARTICLE 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of Article 10 of the present agreement, exercise all powers necessary to the carrying out of the purposes of the present agreement including the following:

(1) Receive funds.

(2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America.

(3) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation.

(4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America.

(5) Plan, adopt, and carry out programs, in accordance with the purposes of Section 32(b) of the United States Surplus Property Act of 1944, as amended, and the purposes of the present agreement.

(6) Recommend to the Board of Foreign Scholarships provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, resident in Greece, and institutions of Greece to participate in the program in accordance with the aforesaid Act.

(7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the Foundation.

(8) Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State of the United States of America.

(9) Engage administrative and clerical staff and fix and pay the salaries and wages thereof.

#### ARTICLE 3

All expenditures by the foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

#### ARTICLE 4

The Foundation shall not enter into any commitment or create any obligation which shall bind the Foundation in excess of the funds actually on hand nor acquire, hold, or dispose of property except for the purposes authorized in the present agreement.

#### ARTICLE 5 <sup>11</sup>

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of 7 Directors (hereinafter designated the "Board").

The Principal officer in charge of the Diplomatic Mission of the United States of America to Greece (hereinafter designated "the Chief of Mission") shall be Honorary Chairman of the Board. He shall have the power of appointment and removal of members of the Board at his discretion. The other members of the Board shall be as follows: (a) the Chief Public Affairs Officer of the United States Embassy in Greece, or such other Embassy officer as designated by the Chief of Mission, Chairman; (b) two other members of the Embassy staff, one of whom shall serve as treasurer; (c) two citizens of the United States of America, who may be representatives of American business, professional or educational interests in Greece or members of the Embassy staff; and (d) two nationals of Greece, one of whom shall be prominent in the field of education.

The four members specified in (c) and (d) of the last preceding paragraph shall be resident in Greece and shall serve from the time of their appointment until the succeeding December 31 next following such appointment. They shall be eligible for reappointment. The United States members shall be designated by the Chief of Mission; the Greek members by the Chief of Mission from a list of names submitted by the Government of Greece. Vacancies by reason of resignations, transfer of residence outside Greece, or expiration of term of service, or otherwise, shall be filled in accordance with this procedure.

The Directors shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the Directors in attending meetings of the Board.

<sup>11</sup> For amendments relating to art. 5, see 9 UST 1086; TIAS 4087 and 5 UST 1616; TIAS 3037. For a modification of art. 5, see 6 UST 2092; TIAS 3280.

## ARTICLE 6

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

## ARTICLE 7

Reports as directed by the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Government of Greece.

## ARTICLE 8

The principal office of the Foundation shall be in Athens, but meetings of the Board and any of its committees may be held in such other places as the Board may from time to time determine, and the activities of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

## ARTICLE 9

The Board may appoint an Executive Officer and determine his salary and term of service, provided however, that in the event it is found to be impracticable for the Board to secure an appointee acceptable to the Chairman, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program. The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable.

## ARTICLE 10

The decisions of the Board in all matters may, in the discretion of the Secretary of State of the United States of America, be subject to his review.

ARTICLE 11<sup>12</sup>

The Government of Greece shall, on July 1, 1948 deposit with the Treasurer of the United States of America an amount of currency of the Government of Greece equivalent to \$100,000 (United States currency). On such subsequent dates as the Government of the United States of America may specify, the Government of Greece shall similarly deposit amounts of currency of the Government of Greece as requested by the Government of the United States of America until an aggregate amount of the currency of the Government of Greece equivalent to \$2,000,000 (United States currency)

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<sup>12</sup> For a modification of art. 11, see 6 UST 2092; TIAS 3280. For an amendment relating to art. 11, see 12 UST 223; TIAS 4697.

shall have been so deposited, provided however, that in no event shall a total amount of the currency of the Government of Greece in excess of the equivalent of \$400,000 (United States currency) be deposited during any single calendar year.

The rate of exchange between currency of the Government of Greece and United States currency to be used in determining the amount of currency of the Government of Greece to be deposited from time to time hereunder, shall be determined in accordance with Article (4)(b) of the Letter Credit Agreements.

The Government of Greece shall guarantee the United States of America against loss resulting from any alteration in the above rate of exchange or from any currency conversion with respect to any currency of the Government of Greece received hereunder and held by the Treasurer of the United States of America or by the Foundation by undertaking to pay to the Government of the United States of America such amounts of currency of the Government of Greece as are necessary to maintain the dollar value of such currency of the Government of Greece as is held by the Treasurer of the United States or the Foundation. The purpose of this provision is to assure that the operations of the Foundation will not be interrupted or restricted by any deficits resulting from alterations in the above rate of exchange or from currency conversions.

The Secretary of State of the United States of America will make available for expenditure by the Foundation currency of the Government of Greece in such amounts as may be required by the Foundation but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

#### ARTICLE 12

Furniture, equipment, supplies, and any other articles intended for official use of the Foundation shall be exempt in the territory of Greece from customs duties, excises, and surtaxes, and every other form of taxation.

All funds and other property used for the purposes of the Foundation, and all official acts of the Foundation within the scope of its purposes shall likewise be exempt from taxation of every kind in the territory of Greece.

#### ARTICLE 13

The Government of Greece shall extend to citizens of the United States of America residing in Greece and engaged in educational activities under the auspices of the Foundation such privileges with respect to exemption from taxation, and other burdens affecting the entry, travel, and residence of such persons as are extended to Greek nationals residing in the United States of America engaged in similar activities.

## ARTICLE 14

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

## ARTICLE 15

The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Greece.

## ARTICLE 16

The present agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at Athens in duplicate, in the English and Greek languages, this 23rd day of April, 1948.

For the Government of the United States of America:

K. L. RANKIN [SEAL]

*Chargé d'Affaires ad interim*

For the Government of Greece:

C. TSALDARIS [SEAL]

*Deputy Prime Minister and Minister for  
Foreign Affairs*

# MOST-FAVORED-NATION TREATMENT FOR AREAS UNDER OCCUPATION OR CONTROL

*Exchange of notes at Athens July 2, 1948*

*Entered into force July 2, 1948*

*Expired in accordance with its terms*

62 Stat. 2899; Treaties and Other  
International Acts Series 1826

*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

AMERICAN EMBASSY

*Athens, Greece, July 2, 1948*

No. 730

## EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the territorial application of commercial arrangements between the United States of America and Greece and to confirm the understanding reached as a result of these conversations as follows:

1. For such time as the Government of the United States of America participates in the occupation or control of any areas in western Germany, the Free Territory of Trieste, Japan or southern Korea, the Government of Greece will apply to the merchandise trade of such area the provisions relating to the most-favored-nation treatment of the merchandise trade of the United States of America set forth in the Provisional Commercial Agreement, signed November 15, 1938,<sup>1</sup> or, for such time as the Governments of the United States of America and Greece may both be contracting parties to the General Agreement on Tariffs and Trade, dated October 30, 1947,<sup>2</sup> the provisions of that Agreement, as now or hereafter amended, relating to the most-favored-nation treatment of such trade. It is understood that the undertaking in this paragraph relating to the application of the most-favored-nation provisions of the Provisional Commercial Agreement shall be subject to the exceptions recognized in the General Agreement on Tariffs and Trade permitting departures from the application of most-favored-nation treatment; provided that nothing in this sentence shall be construed to require

<sup>1</sup> EAS 137, *ante*, p. 367.

<sup>2</sup> TIAS 1700, *ante*, vol. 4, p. 641.

compliance with the procedures specified in the General Agreement with regard to the application of such exceptions.

2. The undertaking in point 1, above, will apply to the merchandise trade of any area referred to therein only for such time and to such extent as such area accords reciprocal most-favored-nation treatment to the merchandise trade of Greece.

3. The undertakings in points 1 and 2, above, are entered into in the light of the absence at the present time of effective or significant tariff barriers to imports into the areas herein concerned. In the event that such tariff barriers are imposed, it is understood that such undertakings shall be without prejudice to the application of the principles set forth in the Havana Charter for an International Trade Organization<sup>3</sup> relating to the reduction of tariffs on a mutually advantageous basis.

4. It is recognized that the absence of a uniform rate of exchange for the currency of the areas in western Germany, Japan or southern Korea referred to in point 1 above may have the effect of indirectly subsidizing the exports of such areas to an extent which it would be difficult to calculate exactly. So long as such a condition exists, and if consultation with the Government of the United States of America fails to reach an agreed solution to the problem, it is understood that it would not be inconsistent with the undertaking in point 1 for the Government of Greece to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of Greece determines that the subsidization is such as to cause or threaten material injury to an established domestic industry or is such as to prevent or materially retard the establishment of a domestic industry.

5. The undertakings in this Note shall remain in force until January 1, 1951, and unless at least six months before January 1, 1951, either Government shall have given notice in writing to the other of intention to terminate these undertakings on that date, they shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

Please accept, Excellency, the renewed assurances of my highest consideration.

K. L. RANKIN

*Charge d'Affaires ad interim*

His Excellency

CONSTANTINE TSALDARIS,  
*Minister of Foreign Affairs,*  
*Athens.*

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<sup>3</sup> Unperfected; for excerpts, see *A Decade of American Foreign Policy: Basic Documents 1941-49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

*The Minister of Foreign Affairs to the American Chargé d'Affaires  
ad interim*

ROYAUME DE GRÈCE  
MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No. 6344

ATHENS, July 2, 1948

SIR:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the territorial application of commercial arrangements between the United States of America and Greece and to confirm the understanding reached as a result of these conversations as follows:

[For text of understanding, see numbered paragraphs in U.S. note, above.]

Please accept, Sir, the renewed assurances of my highest consideration.

C. TSALDARIS  
*Deputy Prime Minister  
and Minister for Foreign Affairs*

K. L. RANKIN, Esquire,  
*Charge d'Affaires ad Interim,  
American Embassy,  
Athens.*

## ECONOMIC COOPERATION

*Agreement signed at Athens July 2, 1948, with annex  
Entered into force July 3, 1948*

*Amended by agreements of December 15 and 24, 1949;<sup>1</sup> March 6 and  
30, 1951;<sup>2</sup> and October 14, 1952, and December 2, 1953<sup>3</sup>*

*Supplemented by agreement of April 19, 1963<sup>4</sup>*

62 Stat. 2293; Treaties and Other  
International Acts Series 1786

### PREAMBLE

The Governments of the United States of America and Greece:

Recognizing that the restoration or maintenance in European countries of principles of individual liberty, free institutions, and genuine independence rests largely upon the establishment of sound economic conditions, stable international economic relationships, and the achievement by the countries of Europe of a healthy economy independent of extraordinary outside assistance;

Recognizing that a strong and prosperous European economy is essential for the attainment of the purposes of the United Nations;

Considering that the achievement of such conditions calls for a European recovery plan of self-help and mutual cooperation, open to all nations which cooperate in such a plan, based upon a strong production effort, the expansion of foreign trade, the creation or maintenance of internal financial stability and the development of economic cooperation, including all possible steps to establish and maintain valid rates of exchange and to reduce trade barriers;

Considering that in furtherance of these principles the Government of Greece has joined with other like-minded nations in a Convention for European Economic Cooperation signed at Paris on April 16, 1948 under which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program, and that the Government of Greece is a member of the Organization for European Economic Cooperation created pursuant to the provisions of that Convention;

<sup>1</sup> TIAS 2025, *post*, p. 459.

<sup>2</sup> 2 UST 843; TIAS 2238.

<sup>3</sup> 5 UST 2844; TIAS 3139.

<sup>4</sup> 14 UST 397; TIAS 5331.

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act of 1948,<sup>5</sup> providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted efforts to become independent of extraordinary outside economic assistance;

Taking note that the Government of Greece has already expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948;

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America under the Economic Cooperation Act of 1948, the receipt of such assistance by Greece, and the measures which the two Governments will take individually and together in furthering the recovery of Greece as an integral part of the joint program for European recovery;

Have agreed as follows:

#### ARTICLE I

##### (Assistance and Cooperation)

1. The Government of the United States of America undertakes to assist Greece, by making available to the Government of Greece or to any person, agency or organization designated by the latter Government, such assistance as may be requested by it and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, conditions and termination provisions, of the Economic Cooperation Act of 1948, acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Government of Greece only such commodities, services and other assistance as are authorized to be made available by such acts.

2. The Government of Greece, acting individually and through the Organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic conditions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery program to become independent of extraordinary outside economic assistance within the period of this Agreement. The Government of Greece reaffirms its intention to take action to carry out the provisions of the General Obligations of the Convention for European Economic Cooperation, to continue to participate actively in the work of the Organization for European Economic Cooperation, and to

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<sup>5</sup> 62 Stat. 137.

continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948.

3. With respect to assistance furnished by the Government of the United States of America to Greece and procured from areas outside the United States of America, its territories and possessions, the Government of Greece will cooperate with the Government of the United States of America in ensuring that procurement will be effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country.

## ARTICLE II

### (General Undertakings)

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the Government of Greece will use its best endeavors:

(a) to adopt or maintain the measures necessary to ensure efficient and practical use of all the resources available to it, including

(i) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement and, as far as practicable, with the general purposes outlined in the schedules furnished by the Government of Greece in support of the requirements of assistance to be furnished by the Government of the United States of America;

(ii) the observation and review of the use of such resources through an effective follow-up system approved by the Organization for European Economic Cooperation; and

(iii) to the extent practicable, measures to locate, identify and put into appropriate use in furtherance of the joint program for European recovery, assets, and earnings therefrom, which belong to nationals of Greece and which are situated within the United States of America, its territories or possessions. Nothing in this clause imposes any obligation on the Government of the United States of America to assist in carrying out such measures or on the Government of Greece to dispose of such assets;

(b) to promote the development of industrial and agricultural production on a sound economic basis; to achieve such production targets as may be established through the Organization for European Economic Cooperation; and when desired by the Government of the United States of America, to communicate to that Government detailed proposals for specific projects

contemplated by the Government of Greece to be undertaken in substantial part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of food, coal and steel;

(c) to stabilize its currency, establish or maintain a valid rate of exchange, balance its governmental budget as soon as practicable, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary systems; and

(d) to cooperate with other participating countries in facilitating and stimulating an increasing interchange of goods and services among the participating countries and with other countries and in reducing public and private barriers to trade among themselves and with other countries.

2. Taking into account Article 8 of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the participating countries, the Government of Greece will accord sympathetic consideration to proposals made in conjunction with the International Refugee Organization directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The Government of Greece will take the measures which it deems appropriate, and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which restrain competition, limit access to markets or foster monopolistic control whenever such practices or arrangements have the effect of interfering with the achievement of the joint program of European recovery.

### ARTICLE III

#### (Guaranties)

1. The Governments of the United States of America and Greece will, upon the request of either Government, consult respecting projects in Greece proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guaranties of currency transfer under Section 111(b)(3) of the Economic Cooperation Act of 1948.<sup>6</sup>

2. The Government of Greece agrees that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, any drachmae, or credits in drachmae, assigned or transferred to the Government of the United States of America pursuant to that section shall be recognized as property of the Government of the United States of America.<sup>7</sup>

<sup>6</sup> For an understanding relating to art. III, para. 1, see 2 UST 843; TIAS 2238.

<sup>7</sup> For an understanding relating to art. III, para. 2, see TIAS 2025, *post*, p. 459.

## ARTICLE IV

## (Local Currency)

1. The provisions of this Article shall apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis.

2. The Government of Greece will establish a special account in the Bank of Greece in the name of the Government of Greece (hereinafter called the Special Account) and will make deposits in drachmae to this account as follows:

(a) The unencumbered balance at the close of business on the day of the signature of this Agreement in the account in the Bank of Greece in the name "Greek State-Relief Drachmae Fund" established pursuant to the Agreement between the Government of the United States of America and the Government of Greece made on July 8, 1947,<sup>8</sup> and any further sums which may, from time to time, be required by such Agreement to be deposited in such account. It is understood that subsection (e) of Section 114 of the Economic Cooperation Act of 1948 constitutes the approval and determination of the Government of the United States of America with respect to the disposition of such balance, referred to in that Agreement.

(b) The unencumbered balances of the deposits made by the Government of Greece pursuant to the exchange of notes between the two Governments completed May 12, 1948.<sup>9</sup>

(c) Amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to Greece on a grant basis by any means authorized under the Economic Cooperation Act of 1948, less, however, the amount of the deposits made pursuant to the exchange of notes referred to in sub-paragraph (b). The Government of the United States of America shall from time to time notify the Government of Greece of the indicated dollar cost of any such commodities, services and technical information, and the Government of Greece will thereupon deposit in the Special Account a commensurate amount of drachmae computed at a rate of exchange which shall be the par value agreed at such time with the International Monetary Fund, provided that this agreed value is the single rate applicable to the purchase of dollars for imports into Greece. If at the time of notification a par value for the drachma is agreed with the Fund and there are one or more other effective rates applicable to the purchase of dollars for imports into Greece (whether such effective rate represents an agreed par value plus the current market value of dollar exchange certificates, or otherwise,) or, if at the time of notification no par value for the drachma is

<sup>8</sup> TIAS 1637, *ante*, p. 412.

<sup>9</sup> For text, see *Department of State Bulletin*, May 30, 1948, p. 708.

agreed with the Fund, the rate or rates for this particular purpose shall be mutually agreed upon between the Government of Greece and the Government of the United States of America. The term "effective rate" shall include, but not by way of limitation, the market value at the time of notification of dollar exchange certificates if such certificates are required to complete any imports into Greece. The Government of Greece may at any time make advance deposits in the Special Account which shall be credited against subsequent notifications pursuant to this paragraph.<sup>10</sup>

3. The Government of the United States of America will from time to time notify the Government of Greece of its requirements for administrative expenditures in drachmae within Greece incident to operations under the Economic Cooperation Act of 1948, and the Government of Greece will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States of America in the notification.

4. Five percent of each deposit made pursuant to this Article in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949,<sup>11</sup> shall be allocated to the use of the Government of the United States of America for its expenditures in Greece, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.<sup>12</sup>

5. The Government of Greece will further make such sums of drachmae available out of any balances in the Special Account as may be required to cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in Greece to the consignee's designated point of delivery in Greece of such relief supplies and packages as are referred to in Article VI.

6. The Government of Greece may draw upon any remaining balance in the Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of Greece for drawings from the Special Account, the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in Greece and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within Greece, including in particular:

(a) expenditures upon the exploration for and development of additional production of materials which may be required in the United States

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<sup>10</sup> For understandings relating to art. IV, para. 2(c), see TIAS 2025, *post*, p. 460, and 2 UST 843; TIAS 2238.

<sup>11</sup> 62 Stat. 1054.

<sup>12</sup> For understandings relating to art. IV, para. 4, see TIAS 2025, *post*, p. 459, and 5 UST 2844; TIAS 3139.

of America because of deficiencies or potential deficiencies in the resources of the United States of America; and

(b) expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of Greece and the other participating countries, and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise, or by loans from the International Bank for Reconstruction and Development.<sup>13</sup>

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article, remaining in the Special Account on June 30, 1952, shall be disposed of within Greece for such purposes as may hereafter be agreed between the Governments of the United States of America and Greece, it being understood that the agreement of the United States of America shall be subject to approval by Act or joint resolution of the Congress of the United States of America.

8. The Government of Greece will continue to maintain in the Bank of Greece the account known as the "Drachma Reconstruction and Agricultural Rehabilitation Fund" established pursuant to the Agreement between the Government of the United States of America and the Government of Greece of June 20, 1947,<sup>14</sup> and will make further deposits in drachmae to this account as follows:

(a) Amounts commensurate with the indicated dollar cost to the Government of the United States of America (including any costs of processing, storing, transporting, repairing, or other services incident thereto) of all imports (other than those otherwise specified in this sub-paragraph) procured directly by the Government of the United States of America pursuant to the said Agreement of June 20, 1947 and delivered to the Government of Greece, less, however, amounts heretofore deposited in the aforesaid account pursuant to the said Agreement. The amount of drachmae to be deposited shall be computed at a rate of exchange in accordance with the provisions of Section 2(c) of this Article. The Government of the United States of America shall from time to time notify the Government of Greece of the indicated dollar cost of imports so delivered and the Government of Greece will thereupon deposit in the Drachma Reconstruction and Agricultural Rehabilitation Fund account a commensurate amount of drachmae computed as provided above. Drachmae will not be deposited to the Drachma Reconstruction and Agricultural Rehabilitation Fund account for imports which the two Governments have agreed or may agree shall be made available to the Government of Greece without the deposit of drachmae.

<sup>13</sup> For an understanding relating to art. IV, para. 6, see 2 UST 843; TIAS 2238.

<sup>14</sup> TIAS 1625, *ante*, p. 403.

(b) The unencumbered balances at the close of business on the day of the signature of this Agreement in the accounts of the Government of Greece in the Bank of Greece known as the "Proceeds of Sales at the Disposal of AMAG" and "Proceeds of Issue and Sale by Bank of Exchange Certificates Against AMAG Funds", and no further deposit shall be made in such accounts. Thereafter the drachmae proceeds which are derived from the dollars made available to the Government of Greece by the American Mission for Aid to Greece by deposit in the "Bank of Greece, Special Account—AMAG" and which would otherwise have been required to be deposited to these two accounts shall be deposited immediately by the Government of Greece directly into the Drachma Reconstruction and Agricultural Rehabilitation Fund account.

9. The Government of Greece may draw upon the Drachma Reconstruction and Agricultural Rehabilitation Fund account for payment of obligations established by written agreements heretofore made between the Government of Greece and the American Mission for Aid to Greece representing the Government of the United States of America, provided that such withdrawals have the written approval of the Government of the United States of America.

10. The Government of Greece may draw upon the Drachma Reconstruction and Agricultural Rehabilitation Fund account for such further purposes as may be agreed upon from time to time with the Government of the United States of America. In considering proposals put forward by the Government of Greece for drawing from the Fund, the Government of the United States of America will take into consideration and give priority to the need for completing and continuing programs and projects undertaken pursuant to the Agreement of June 20, 1947, such as for the reconstruction and rehabilitation of highways, railroads, ports, canals, airfields, housing, schools, reclamation, waterworks, and telecommunications; the improvement and rehabilitation of industry, mining, public health, agriculture, and the production, processing and storage of food; and for governmental decentralization, work relief, and other civil and military projects undertaken by the Government of Greece with the prior approval of the Government of the United States of America.

11. The Government of the United States of America will from time to time notify the Government of Greece of its requirements for administrative expenditures in drachmae incident to the operations under the Act "To Provide for Assistance to Greece and Turkey", Public Law 75, approved May 22, 1947, as amended,<sup>15</sup> and the Government of Greece will thereupon make such sums available out of any balances in the Drachma Reconstruction and Agricultural Rehabilitation Fund account in the manner requested by the Government of the United States of America in the notification.

<sup>15</sup> 61 Stat. 103; 62 Stat. 158.

## ARTICLE V

## (Access to Materials)

1. The Government of Greece will facilitate the transfer to the United States of America, for stockpiling or other purposes, of materials originating in Greece which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, upon such reasonable terms of sale, exchange, barter or otherwise, and in such quantities, and for such period of time, as may be agreed to between the Governments of the United States of America and Greece, after due regard for the reasonable requirements of Greece for domestic use and commercial export of such materials. The Government of Greece will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the increased production of such materials within Greece, and the removal of any hindrances to the transfer of such materials to the United States of America. The Government of Greece will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. Recognizing the principle of equity in respect to the drain upon the natural resources of the United States of America and of the participating countries, the Government of Greece will, when so requested by the Government of the United States of America, negotiate where applicable (a) a future schedule of minimum availabilities to the United States of America for future purchase and delivery of a fair share of materials originating in Greece which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources at world market prices so as to protect the access of United States industry to an equitable share of such materials either in percentages of production or in absolute quantities from Greece, (b) arrangements providing suitable protection for the right of access for any citizen of the United States of America or any corporation, partnership, or other association created under the laws of the United States of America or of any State or Territory thereof and substantially beneficially owned by citizens of the United States of America, in the development of such materials on terms of treatment equivalent to those afforded to the nationals of Greece, and, (c) an agreed schedule of increased production of such materials where practicable in Greece and for delivery of an agreed percentage of such increased production to be transferred to the United States of America on a long-term basis in consideration of assistance furnished by the United States of America under this Agreement.

3. The Government of Greece, when so requested by the Government of the United States of America, will cooperate, wherever appropriate, to further the objectives of paragraphs 1 and 2 of this Article in respect of materials originating outside of Greece.

## ARTICLE VI

## (Travel Arrangements and Relief Supplies)

1. The Government of Greece will cooperate with the Government of the United States of America in facilitating and encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

2. The Government of Greece will, when so desired by the Government of the United States of America, enter into negotiations for agreements (including the provision of duty-free treatment under appropriate safeguards) to facilitate the entry into Greece of supplies of relief goods donated to or purchased by United States voluntary non-profit relief agencies and of relief packages originating in the United States of America and consigned to individuals residing in Greece.

## ARTICLE VII

## (Consultation and Transmittal of Information)

1. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of Greece will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the Government of Greece:

(a) detailed information of projects, programs and measures proposed or adopted by the Government of Greece to carry out the provisions of this Agreement and the General Obligations of the Convention for European Economic Cooperation;

(b) full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter;

(c) information regarding its economy and any other relevant information, necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation, which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

3. The Government of Greece will assist the Government of the United States of America to obtain information relating to the materials originating in Greece referred to in Article V which is necessary to the formulation and execution of the arrangements provided for in that Article.

## ARTICLE VIII

## (Publicity)

1. The Governments of the United States of America and Greece recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for European recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Government of Greece will encourage the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. It will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. It will further provide other participating countries and the Organization for European Economic Cooperation with full information on the progress of the program for economic recovery.

4. The Government of Greece will make public in Greece in each calendar quarter, full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

## ARTICLE IX

## (Missions)

1. The Government of Greece agrees to receive a Special Mission for Economic Cooperation which will discharge the responsibilities of the Government of the United States of America in Greece under this Agreement, and may discharge such of the responsibilities of a non-military character of the Government of the United States of America in Greece under the Agreement of June 20, 1947, as may be decided by the Government of the United States of America. In the discharge of such responsibilities under the Agreement of June 20, 1947, such Special Mission shall be regarded as the equivalent of the American Mission for Aid to Greece, insofar as activities in connection with the furnishing of non-military assistance are concerned, for the purposes of the said Agreement of June 20, 1947, and for the purposes of presently existing private contracts and presently existing agreements, contracts and legislative and executive action of the Government of Greece pursuant to the said Agreement of June 20, 1947.

2. Responsibilities in Greece of the Government of the United States of America under the Agreement of June 20, 1947 which are not by decision of

the Government of the United States of America assumed for discharge by the Special Mission for Economic Cooperation will continue to be discharged by the American Mission for Aid to Greece.

3. The Government of Greece agrees to consider the Special Mission and its personnel, and the United States Special Representative in Europe, as a part of the American Mission for Aid to Greece for the purpose of enjoying the privileges and immunities accorded to the American Mission for Aid to Greece and its personnel in Greece. The Government of Greece will further accord appropriate courtesies to the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America, and grant them the facilities and assistance necessary to the effective performance of their responsibilities.

4. The Government of Greece, directly and through its representatives on the Organization for European Economic Cooperation, will extend full cooperation to the Special Mission, to the United States Special Representative in Europe and his staff, and the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities, necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

#### ARTICLE X

##### (Settlement of Claims of Nationals)

1. The Governments of the United States of America and Greece agree to submit to the decision of the International Court of Justice any claim espoused by either Government on behalf of one of its nationals against the other Government for compensation for damage arising as a consequence of governmental measures (other than measures concerning enemy property or interests) taken after April 3, 1948, by the other Government and affecting property or interests of such national, including contracts with or concessions granted by duly authorized authorities of such other Government. It is understood that the undertaking of the Government of the United States of America in respect of claims espoused by the Government of Greece pursuant to this Article is made under the authority of and is limited by the terms and conditions of the recognition by the United States of America of the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court, as set forth in the Declaration of the President of the United States of America dated August 14, 1946.<sup>16</sup> The provisions of this paragraph shall be in all respects without prejudice to other rights of access, if any, of either Government to the International Court of Justice or to the espousal and presentation of claims based upon alleged violations by either Government of rights and duties arising under treaties, agreements or principles of international law.

<sup>16</sup> TIAS 1598; *ante*, vol. 4, p. 140.

2. The Governments of the United States of America and Greece further agree that such claims may be referred, in lieu of the Court, to any arbitral tribunal mutually agreed upon.

3. It is further understood that neither Government will espouse a claim pursuant to this Article until its national has exhausted the remedies available to him in the administrative and judicial tribunals of the country in which the claim arose.

#### ARTICLE XI

##### (Definitions)

As used in this Agreement the term “participating country” means

(i) any country which signed the Report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied, and

(ii) any other country (including any of the zones of occupation of Germany, and areas under international administration or control, and the Free Territory of Trieste or either of its zones) wholly or partly in Europe, together with dependent areas under its administration;

for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this Agreement.

#### ARTICLE XII

##### (Relation to Agreement of June 20, 1947)

The Government of the United States of America and the Government of Greece hereby agree that it is their intention that the present Agreement shall be considered to be in addition to, and not in substitution for, the Agreement between the Government of the United States of America and the Government of Greece, executed June 20, 1947, (including the provisions of a Note, dated June 15, 1947, of the Government of Greece to the Government of the United States of America which is referred to in said Agreement of June 20, 1947) relating to assistance to be rendered to the Government of Greece under the Act of Congress of the United States of America approved May 22, 1947 (Public Law 75, 80th Congress), and any Acts amendatory or supplementary thereto; and the various undertakings of the Government of Greece therein contained, insofar as they relate to non-military matters, shall apply equally to all assistance rendered by the Government of the United States of America to the Government of Greece under the present Agreement relating to the participation of the Government of Greece in the European recovery program, except as may hereafter be specifically

agreed to by the Government of the United States of America and the Government of Greece.

### ARTICLE XIII

(Entry into Force, Amendment, Duration)

1. This Agreement shall be subject to ratification by the Government of Greece. It shall become effective on the day on which notice of such ratification is given to the Government of the United States of America. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1953, and, unless at least six months before June 30, 1953, either Government shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If, during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumptions underlying this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification, the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement. Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

- (a) six months after the date of such notice of intention to terminate, or
- (b) after such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of Greece are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice;

provided however, that Article V and paragraph 3 of Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in the currency of Greece required to be deposited in accordance with its own terms have been disposed of as provided in that Article. Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the two Governments.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Athens, in duplicate, in the English and Greek languages, both texts authentic, this second day of July, 1948.

For the Government of the United States of America:

K. L. RANKIN [SEAL]

*Chargé d'Affaires ad Interim*

For the Government of Greece:

CONSTANTINE TSALDARIS [SEAL]

*Deputy Prime Minister and Minister  
for Foreign Affairs*

#### ANNEX

##### *Interpretative Notes*

1. It is understood that the requirements of paragraph 1(a) of Article II, relating to the adoption of measures for the efficient use of resources, would include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the obligation under paragraph 1(c) of Article II to balance the budget as soon as practicable would not preclude deficits over a short period but would mean a budgetary policy involving the balancing of the budget in the long run.

3. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean:

(a) fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

(b) excluding enterprises from, or allocating or dividing, any territorial market or field of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

(c) discriminating against particular enterprises;

(d) limiting production or fixing production quotas;

(e) preventing by agreement the development or application of technology or invention whether patented or unpatented;

(f) extending the use of rights under patents, trade marks or copyrights granted by either country to matters which, according to its laws and regulations, are not within the scope of such grants, or to products or conditions of production, use or sale which are likewise not the subjects of such grants; and

(g) such other practices as the two Governments may agree to include.

4. It is understood that the Government of Greece is obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination.

5. It is understood that the phrase in Article V "after due regard for the reasonable requirements of Greece for domestic use" would include the maintenance of reasonable stocks of the materials concerned and that the phrase "commercial export" might include barter transactions. It is also understood that arrangements negotiated under Article V might appropriately include provision for consultation, in accordance with the principles of Article 32 of the Havana Charter for an International Trade Organization,<sup>17</sup> in the event that stockpiles are liquidated.

6. It is understood that the Government of Greece will not be requested, under paragraph 2(a) of Article VII, to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

7. It is understood that any agreements which might be arrived at pursuant to paragraph 2 of Article X would be subject to ratification by the Senate of the United States of America.

8. It is understood that if the Government of Greece should accept the compulsory jurisdiction of the International Court of Justice Article 36 of the Statute of the Court, on suitable terms and conditions, the two Governments will consult with a view to replacing the second sentence of paragraph 1 of Article X with provisions along the following lines: "It is understood that the undertaking of each Government in respect of claims espoused by the other Government pursuant to this paragraph is made in the case of each Government under the authority of and is limited by the terms and conditions of such effective recognition as it has heretofore given to the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court."

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<sup>17</sup> Unperfected. Art. 32(3) of the Havana Charter reads as follows:

"Such Member shall, at the request of any Member which considers itself substantially interested, consult as to the best means of avoiding substantial injury to the economic interests of producers and consumers of the primary commodity in question. In cases where the interests of several Members might be substantially affected, the Organization may participate in the consultations, and the Member holding the stocks shall give due consideration to its recommendations."

## REDUCTION OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Athens January 7 and 29, 1949  
Entered into force January 29, 1949; operative for Greece February 1,  
1949, for the United States February 15, 1949*

63 Stat. 2905; Treaties and Other  
International Acts Series 2144

### *The American Embassy to the Ministry for Foreign Affairs*

No. 11

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs and has the honor to refer to its Note Verbale No. 1483 of December 13, 1948, and to the conversation held on October 23, 1948, between Mr. Nicholas Anissas, of the Ministry, and Mr. Oliver S. Crosby, of the Embassy, concerning the desirability of effecting a mutual reduction of certain non-immigrant passport visa fees and an extension of the period of validity of such visas.

The Embassy is pleased to report that on and after the fifteenth day of February, 1949, the Government of the United States will grant non-immigrant passport visas to qualified bearers of valid Greek passports at a fee of \$5.00 for each visa granted (no fee will be charged for the execution of a non-immigrant passport visa application form), if the Government of Greece will accord a similar courtesy to American citizens in a like category desiring to enter Greece or its possessions.

The Ministry is advised further that the aforesaid non-immigrant visas shall be valid for any number of applications for admission into the United States and its possessions within a period of twenty-four (24) months, provided the passports of the bearers remain valid for that period. All other non-immigrant passport visas (except diplomatic, official, and international organization visas, which are of course gratis), granted to qualified Greek nationals, will be at a fee of \$5.00 and valid for any number of applications for admission into the United States during a period of twelve (12) months, provided the passports of the bearers remain valid for that period and provided the Greek Government will accord a similar courtesy to American citizens in a like category.

The period of validity of a visa relates only to the period within which it may be used in connection with an application for admission at a port of

entry into the United States and its possessions, and not to the length of stay in the United States which may be permitted the bearer after he is admitted. The period of time an alien may be permitted to stay in the United States is determined by the Immigration authorities at the time the alien is admitted.

It should be understood that a non-immigrant passport visa becomes invalid if the passport to which it is affixed expires prior to the normal expiry date of the visa. However, should the validity of the passport be extended prior to the expiry date, the visa remains valid for the period for which it was granted.

The fee for an immigration visa and application therefor, to permit an alien to apply for admission into the United States and its possessions with the privilege of residing permanently therein, is \$10.00. The amount of this fee is prescribed by the Immigration Act of 1924,<sup>1</sup> and it may not be changed on the basis of a reciprocal arrangement.

The Embassy of the United States of America avails itself of this occasion to renew to the Royal Ministry of Foreign Affairs the assurances of its highest consideration.

ATHENS, *January 7, 1949.*

RBM

To the

ROYAL HELLENIC MINISTRY OF FOREIGN AFFAIRS,  
*Athens.*

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*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

KINGDOM OF GREECE  
MINISTRY OF FOREIGN AFFAIRS  
No. 1155 E/9

NOTE-VERBALE

The Royal Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 11 of the eleventh instant concerning the reduction and standardization of the visa fees to be collected by the American and Greek consular authorities.

In accordance with the agreement thus concluded, the Greek consular authorities will, beginning February 1, 1949, collect the following fees for visas on American passports:

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<sup>1</sup> 43 Stat. 153.

Emigrant visa, valid for 1 year	\$10.00
Visa valid up to 2 years and for several trips	5.00
Tourist and transient visa	5.00

The Royal Ministry of Foreign Affairs avails itself of this occasion to renew to the Embassy of the United States of America the assurances of its highest consideration.

ATHENS, *January 29, 1949*

MINISTRY OF FOREIGN AFFAIRS

EMBASSY OF THE UNITED STATES OF AMERICA

*City*

## RELIEF ASSISTANCE

*Agreement signed at Athens February 9, 1949, with annex*

*Entered into force February 9, 1949*

*Amended by agreements of December 19, 1951, and May 7, 1952,<sup>1</sup> and  
July 18 and December 22, 1952<sup>2</sup>*

63 Stat. 2359; Treaties and Other  
International Acts Series 1898

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GREECE FOR DUTY-FREE ENTRY AND FREE INLAND TRANSPORTATION OF RELIEF SUPPLIES AND PACKAGES FROM THE UNITED STATES OF AMERICA TO GREECE

Pursuant to the Economic Cooperation Agreement between the Govern-  
ments of the United States of America and Greece, signed on July 2, 1948,<sup>3</sup>  
the Governments of the United States and of Greece agree as follows:

1. The Government of Greece shall accord duty-free entry into Greece of:

a) Supplies of relief goods or standard packs donated to or purchased by  
United States voluntary non-profit relief agencies qualified under Economic  
Cooperation Administration (hereinafter referred to as ECA) regulations  
and consigned to such charitable organizations (including Greek branches  
of these agencies), as have been or hereafter shall be approved by the Gov-  
ernment of Greece.

b) Relief packages originating in the United States and sent by parcel  
post or other commercial channels addressed to an individual residing in  
Greece, whether privately packed or by order placed with a commercial firm.

c) Standard packs put up by United States voluntary non-profit relief  
agencies, or their approved agents, qualified under ECA regulations, to the  
order of individuals in the United States and sent for delivery addressed to  
individuals residing in Greece.

2. For the purpose of this agreement, the term "relief goods" (sub-para-  
graph (a) above) shall not include tobacco, cigars, cigarettes, or alcoholic  
liquors; "relief packages" (sub-paragraph (b) above) shall include only

<sup>1</sup> 3 UST 4282; TIAS 2574.

<sup>2</sup> 3 UST 5327; TIAS 2737.

<sup>3</sup> TIAS 1786, *ante*, p. 431.

such goods as are qualified for ocean freight subsidy under the ECA Act and regulations issued by the Administrator thereunder; and “standard packs” (sub-paragraph (c) above) shall contain only such articles which qualify under ECA regulations and are approved by the Government of Greece.

3. Transportation charges (as defined in paragraph 5 of Article IV of the Economic Cooperation Agreement) in Greece on “relief goods”, “relief packages”, and “standard packs”, all as defined in paragraph 1 above, shall be defrayed as follows:

a) The amount of such charges for all such shipments which are sent by United States parcel post addressed to individuals in Greece will be computed by the Greek postal service in the manner now or hereafter provided by the applicable agreements, rules and regulations of the International Postal System. Such charges shall be reimbursed to the Greek postal service out of the special account provided for in Article IV of the Economic Cooperation Agreement between the Governments of the United States of America and Greece (hereinafter referred to as the “Special Account”); and no claim for such charges will be made against the United States.

b) With respect to such shipments as are originally despatched from the United States by any regularly established commercial channels and forwarded in Greece by an approved agent of the shipper to the addressee by Greek parcel post, such items shall be accepted by the Greek postal service without payment of postal charges by such agent. The Government of Greece shall be reimbursed for such parcel post charges out of the special account upon presentation of adequate documentation.

c) With respect to such shipments as are originally despatched from the United States by any commercial channel and forwarded in Greece by an approved agent of the shipper to the addressee by Greek common carrier or contract carrier, such items shall be accepted by such Greek carrier with or without payment of charges therefor by such agent. Greece shall reimburse such agent or Greek carrier, as the case may be, out of the special account upon presentation of adequate documentation.

d) With respect to any such charges which may be incurred by an agent of a shipper under sub-paragraphs (b) and (c) above, other than parcel post charges and carrier charges, such approved agent shall be reimbursed by the Government of Greece out of the special account upon presentation of adequate documentation.

4. The Government of Greece shall make payments out of the special account for the purpose mentioned in sub-paragraphs (a), (b), (c) and (d) of paragraph 3 above, and shall submit to the ECA Mission in Greece with a copy to the Controller of the ECA in Washington, monthly statements of the amounts so expended in a form mutually satisfactory to the Government of Greece and the ECA Mission; *provided*, that each such statement shall

show at least the total weight carried and the charges therefor, and adjustments shall be made to said fund if shown by ECA audit to be required.

5. This arrangement shall come into effect immediately and shall remain in force, subject to such prior termination or modification as may be agreed upon between the competent authorities of the Governments of the United States of America and Greece, for the same period as the said Agreement of July 2, 1948.

6. There is attached hereto and made part hereof an Annex respecting the terms on which relief packages and packs, as defined herein, shall be received and distributed in Greece.

7. The English text of this Agreement shall be the official text.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed in English and in Greek by their duly authorized representatives, on the *ninth* day of *February* 1949

For the Government of the United States of America:

HENRY F. GRADY [SEAL]  
*Ambassador of the United States  
of America*

For the Government of Greece:

C. TSALDARIS [SEAL]  
*Minister for Foreign Affairs*

ANNEX TO AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF GREECE FOR FREE ENTRY AND FREE INTERNAL TRANSPORTATION OF RELIEF SUPPLIES AND PACKAGES FROM THE UNITED STATES TO GREECE

The purpose of this annex is to establish procedures for the orderly receipt, transportation and delivery of the relief supplies, packages and standard packs referred to in the Agreement between the Governments of the United States of America and of Greece, into which this is incorporated.

The Government of Greece and the ECA Mission will make jointly, and by common accord, a more detailed definition as to the qualification of imported goods as relief items, but always within the framework of general ECA definitions.

ARTICLE I

1. The Government of Greece and the ECA Mission will consult with respect to measures to safeguard the proper delivery and use of relief supplies being transmitted to Greece from individuals and approved relief organizations in the United States. Provisions of this Agreement will apply whether the relief packages or supplies are being consigned directly to an individual in

Greece by an individual or an approved organization in the United States, or whether they are being delivered to an individual in Greece by Greek branch office of Voluntary Relief Agencies certified by the ECA Advisory Committee and approved by the Greek Government.

2. An individual who is to be the recipient of a relief package will in accordance with the requirements of the Government of Greece, submit a responsible statement duly legalized by an appropriate Greek State Authority or Service, before delivery of the package will be made to him that:

- a) He is the actual person named as the recipient. He will provide suitable identification, if required;
- b) The relief packages or packs in question will be used exclusively by himself and his family; and
- c) The supplies in question will not be resold or delivered for resale and that no other disposition except personal use or consumption will be made of them.

No other test shall be required to entitle the recipient to the delivery of a relief package or pack.

#### ARTICLE II

No person may, in any calendar year, receive more than thirty-six relief packages or packs, as defined herein.

These packages and packs shall be of a maximum weight per package as shall be established by the Greek postal authorities; *provided* that nothing herein shall be construed to forbid an approved American Relief Agency from receiving an unlimited number of such packages or packs; and *provided*, further, that nothing in this Article shall be construed to limit the number of packages or packs that may be received by an individual engaged in charity or philanthropic works in Greece for distribution to needy persons if such individual has the approval of the Government of Greece for such distribution work.

#### ARTICLE III

The ECA Mission will transmit to the Government of Greece a list of the American Voluntary Relief Agencies approved by the ECA Advisory Committee in Washington, for operations in Greece under Section 117 (C) of the Foreign Assistance Act of 1948.<sup>4</sup> The Government of Greece will thereupon decide whether to approve such organizations for the receipt and distribution of relief packages within Greece, and shall notify the Chief, ECA Mission of such decision.

#### ARTICLE IV

The Government of Greece shall reimburse the approved American Voluntary Relief Agencies out of the special account for all costs incident to the

<sup>4</sup> 62 Stat. 153.

transportation of relief supplies in Greece. The term "transportation", as used in this Article, shall be deemed to include, but not by way of limitation, receipt, storage and delivery.

#### ARTICLE V

Reimbursements to American Voluntary Relief Agencies, referred to in Article IV, *supra*, to the Greek Postal Service and any other transportation or delivery facility referred to in the Agreement, shall be retroactive to July 2, 1948; *provided*, however, that such Agencies, Services or Facilities shall have presented documentary evidence of the payment of transportation charges, showing in each case the dates, quantities and sums involved.

#### ARTICLE VI

No reimbursement for transportation costs, whether retroactive or prospective, shall be made by the Government of Greece out of the special account, to any Agency, Service or Facility on account of transportation costs incurred in the distribution of relief supplies without the prior approval of the person designated by the Chief, ECA Mission for the purpose.

# USE OF CERTAIN GREEK ISLANDS FOR TRAINING EXERCISES BY MARINE UNITS

*Exchange of notes at Athens February 11 and 21, 1949*  
*Entered into force February 21, 1949*

63 Stat. 2683; Treaties and Other  
International Acts Series 1972

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY

*Athens, Greece, February 11, 1949*

No. 71

## EXCELLENCY:

I have the honor to inquire whether it would be agreeable to the Royal Hellenic Government to permit Marine units with the United States Fleet in the Mediterranean to carry out from time to time limited shore training exercises in Crete or in other Greek island localities mutually convenient to the competent American and Greek authorities and subject to *ad hoc* arrangements between these authorities. The purpose of such training would merely be to maintain the proficiency and condition of the Marine officers and men involved who are at sea for prolonged periods. Units engaged in training would continue to be ship based so that no facilities would be established ashore. The training conducted would consist of practice marches, short tactical problems, and, where facilities are already available, small arms firing.

I also have the honor to ask whether the Royal Hellenic Government would be good enough to grant the United States Navy permission to use the uninhabited Greek island of Pondikonisi (latitude 35–35 north, longitude 23–28 east), or similar, mutually convenient islands, for shore bombardment practices. The practices would include some flights over and some personal landings on the islands.

If the Royal Hellenic Government is agreeable to extending these facilities, it is proposed that this note and Your Excellency's reply to that effect shall constitute an agreement between our respective Governments.

Please accept, Excellency, the assurances of my highest consideration.

HENRY F. GRADY

His Excellency

CONSTANTINE TSALDARIS,  
*Minister of Foreign Affairs,*  
*Athens.*

*The Deputy Prime Minister to the American Ambassador*

THE DEPUTY PRIME MINISTER  
ΑΝΤΙΠΡΟΕΔΡΟΣ ΚΥΒΕΡΝΗΣΕΩΣ

Conf. 1

ATHENS, *February 21, 1949*

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's letter No. 71 of February 11th requesting the Royal Hellenic Government's consent for the supplying of certain training facilities to the United States Fleet in the Mediterranean.

I am authorized to inform Your Excellency that the Royal Hellenic Government, having noted the intended purpose and nature of the desired facilities and, more particularly, being anxious to avail themselves of every opportunity that would enable them to display their loyal adherence to the tradition of Greek-American friendship, are happy to agree to the proposals contained in Your Excellency's letter.

Please accept, your Excellency, the renewed assurances of my highest consideration.

ALEX. N. DIOMÈDE  
*Deputy Prime-Minister*

H. E. the Honorable HENRY F. GRADY  
*Embassy of the U.S.A.*  
*Athens.*

## ECONOMIC COOPERATION: COUNTERPART FUNDS

*Exchange of notes at Athens March 17 and 23, 1949*  
*Entered into force March 23, 1949*

Department of State files

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY

*Athens, Greece, March 17, 1949*

No. 132

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the obligations arising from the exercise of drawing rights made available to Greece pursuant to the Agreement for Intra-European Payments and Compensation of October 16, 1948 insofar as such drawing rights are attributable to U.S. dollar assistance furnished by the Economic Cooperation Administration to participating countries for the purposes of that Agreement.

1. To the extent that the Agent authorized to perform payments compensations pursuant to the Agreement for Intra-European Payments and Compensation utilized drawing rights established in favor of Greece, the Government of Greece will deposit commensurate amounts of drachmae in the special local currency account established under Article IV of the Economic Cooperation Agreement between Greece and the United States.<sup>1</sup>

2. The amounts to be deposited shall be equivalent to the U.S. dollar value of drawing rights made available by participating countries and exercised in favor of Greece as communicated to the ECA by the agent. This value will be identical with the amounts of U.S. dollars allotted to such participating countries in order to obligate them to make such drawing rights available.

3. The rate of exchange governing the computation of amounts of local currency deemed equivalent to the dollar value of drawing rights as set forth in paragraph 2 above shall be the same as those governing deposits made in accordance with Article IV of the Economic Cooperation Agreement between Greece and the United States.

<sup>1</sup> Agreement signed at Athens July 2, 1948 (TIAS 1786, *ante*, p. 431).

4. Deposits of local currency made on notification pursuant to this exchange of notes shall be held and governed in accordance with all the terms and conditions applicable to deposits made pursuant to Article IV of the Economic Cooperation Agreement between the United States and Greece.

5. It is understood that obligations to deposit local currency in accordance with this note apply only in the case of drawing rights to which no obligations of repayment attach.

Please accept, Excellency, the renewed assurances of my highest consideration.

HENRY F. GRADY

His Excellency

CONSTANTINE TSALDARIS,  
*Minister of Foreign Affairs,*  
*Athens.*

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*The Minister of Foreign Affairs to the American Ambassador*

No. 3621

ATHENS, *March 23, 1949*

EXCELLENCY,

In reply to Your Excellency's note no. 132 dated March 17, 1949 and referring to the conversations which have taken place on the subject between the representatives of our two Governments, I have the honor to inform Your Excellency that we agree to your above-mentioned letter.

Consequently, whenever your Agent mentioned in paragraph 1 of your letter utilizes drawing rights in favor of Greece, the Greek Government will deposit commensurate amounts of drachmae in the Special Drachmae Account to be opened, with the Bank of Greece, in execution of Article IV of the Economic Cooperation Agreement between Greece and the United States of America.

Above deposits will take place in conformity with the terms of Your Excellency's note no. 132 dated March 17, 1949.

Accept, Excellency, the renewed assurances of my highest consideration.

C. TSALDARIS

His Excellency

HENRY F. GRADY  
*Ambassador of the*  
*United States of America*  
*Athens*

## ECONOMIC COOPERATION

*Exchange of notes at Athens December 15 and 24, 1949, amending  
agreement of July 2, 1948*

*Entered into force December 24, 1949*

64 Stat. (3) B104; Treaties and Other  
International Acts Series 2025

*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

AMERICAN EMBASSY

*Athens, Greece, December 15, 1949*

No. 566

### EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the Economic Cooperation Agreement between the United States of America and Greece, signed at Athens, on July 2, 1948,<sup>1</sup> to the Interpretative Notes annexed to that Agreement, and to the enactment into law of United States Public Law 47, 81st Congress,<sup>2</sup> amending the Economic Cooperation Act of 1948. I have also the honor to confirm the understandings reached as a result of these conversations, as follows:

1. The Government of Greece has expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948 as heretofore amended.

2. Whenever reference is made in any of the articles of such Economic Cooperation Agreement to the Economic Cooperation Act of 1948, it shall be construed as meaning the Economic Cooperation Act of 1948 as heretofore amended.

3. The reference in paragraph 2 of Article III of the Economic Cooperation Agreement, to recognition as the property of the Government of the United States of any drachmae or credits in drachmae assigned or transferred to it pursuant to section III[111](b)(3) of the Economic Cooperation Act of 1948 as heretofore amended, includes recognition that the Government of the United States will be subrogated to any right, title, claim, or cause of action existing in connection with such drachmae or credits in drachmae.

4. The provisions of Article IV, paragraph 4 of the Economic Cooperation Agreement shall be applied to all deposits made pursuant to paragraphs

<sup>1</sup> TIAS 1786, *ante*, p. 431.

<sup>2</sup> 63 Stat. 50.

2 (b) and (c) of that Article without limitation to deposits in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949.<sup>3</sup>

5. The time of notification to which reference is made in Article IV, paragraph 2(c) of the Economic Cooperation Agreement for the purpose of determining the rate of exchange to be used in computing the deposits to be made upon notifications to the Government of Greece of the indicated dollar costs of commodities, services, and technical information shall in the case of each notification covering a disbursement period after September 30, 1949 be deemed to be the date of the last day of the disbursement period covered by the notification.

Please accept, Excellency, the renewed assurances of my highest consideration.

HAROLD B. MINOR

His Excellency

CONSTANTINE TSALDARIS,  
*Minister of Foreign Affairs,*  
*Athens.*

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*The Minister of Foreign Affairs to the American Ambassador*

MINISTÈRE ROYAL  
DES AFFAIRES ÉTRANGÈRES

No. 13980

ATHENS, *December 24, 1949*

EXCELLENCY,

I have the honour to acknowledge receipt of Mr. Minor's Note dated December 15, which reads as follows:

[For text of U.S. note, see above.]

I have the honour to accept the understandings reached as a result of conversations which have taken recently place between representatives of our two Governments as stated in the above Note.

Please accept, Excellency, the renewed assurances of my highest consideration.

C. S. TSALDARIS

His Excellency

The Honourable HENRY F. GRADY  
*Ambassador of the U.S.A.*  
*Athens*

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<sup>3</sup> 62 Stat. 1054.

# Guatemala

## PEACE, AMITY, COMMERCE, AND NAVIGATION

*Convention signed at Guatemala March 3, 1849*

*Ratified by Guatemala March 20, 1849*

*Senate advice and consent to ratification September 24, 1850*

*Ratified by the President of the United States November 14, 1850*

*Ratifications exchanged at Guatemala May 13, 1852*<sup>1</sup>

*Entered into force May 13, 1852*

*Proclaimed by the President of the United States July 28, 1852*

*Articles relating to commerce and navigation terminated November 4, 1874*<sup>2</sup>

10 Stat. 373; Treaty Series 149<sup>3</sup>

### GENERAL CONVENTION OF PEACE, AMITY, COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF GUATEMALA

The United States of America and the Republic of Guatemala desiring to make firm and permanent the peace and friendship which happily prevails between both nations, have resolved to fix in a manner clear, distinct and positive the rules which shall in future be religiously observed between the one and the other, by means of a treaty, or general convention of peace, friendship commerce and navigation.

For this most desirable object the President of the United States of America has conferred full powers on Elijah Hise Chargé d'Affaires of the United States near the Government of the Republic of Guatemala, and the Executive power of the Government of the said Republic on the Sr. Lic<sup>do</sup> D<sup>n</sup> José Mariano Rodriguez Secretary of State and of the Department of Foreign Relations, who after having exchanged their said full powers in due and proper form have agreed to the following articles.

<sup>1</sup> See footnote 4, p. 471.

<sup>2</sup> Pursuant to notice of termination given by Guatemala Nov. 4, 1873.

<sup>3</sup> For a detailed study of this convention, see 5 Miller 547.

## ARTICLE 1

There shall be a perfect, firm and inviolable peace and sincere friendship between the United States of America and the Republic of Guatemala in all the extent of their possessions and territories, and between their people and citizens respectively without distinction of persons or places.

## ARTICLE 2

The United States of America and the Republic of Guatemala, desiring to live in peace and harmony with all the other nations of the earth by means of a policy frank and equally friendly with all, engage mutually not to grant any particular favor to other nations in respect of commerce and navigation which shall not immediately become common to the other party who shall enjoy the same freely if the concession was freely made, or on allowing the same compensation if the concession was conditioned.

## ARTICLE 3

The two high contracting parties being likewise desirous of placing the commerce and navigation of their respective countries on the liberal basis of perfect equality and reciprocity, mutually agree that the citizens of each may frequent all the coasts and countries of the other, and reside and trade there in all kinds of produce, manufactures and merchandize, and they shall enjoy all the rights privileges and exemptions in navigation and commerce which native citizens do or shall enjoy, submitting themselves to the laws, decrees and usages there established to which native citizens are subjected. But it is understood that this article does not include the coasting trade of either country, the regulation of which is reserved to the parties respectively according to their own separate laws.

## ARTICLE 4

They likewise agree, that whatever kind of produce, manufacture or merchandize of any foreign country can be from time to time lawfully imported into the United States in their own vessels, may be also imported in vessels of the Republic of Guatemala, and that no higher or other duties upon the tonnage of the vessel or her cargo, shall be levied and collected, whether the importation be made in vessels of the one country or of the other. And in like manner, that whatever kind of produce, manufacture or merchandize of any foreign country can be from time lawfully imported into the Republic of Guatemala in its own vessels, may be also imported in vessels of the United States; and that no higher or other duties, upon the tonnage of the vessel or her cargo shall be levied and collected, whether the importation be made in vessels of the one country or of the other. And they further agree, that whatever may be lawfully exported or reexported from the one country in its own vessels to any foreign country may be in like manner exported or

reexported in vessels of the other country. And the same bounties, duties and drawbacks shall be allowed and collected whether such exportation or reexportation be made in vessels of the United States or of the Republic of Guatemala.

#### ARTICLE 5

No higher or other duties shall be imposed on the importation into the United States of any articles, the produce or manufactures of the Republic of Guatemala, and no higher or other duties shall be imposed on the importation into the Republic of Guatemala of any articles, the produce or manufactures of the United States, than are or shall be payable in like articles being the produce or manufactures of any other foreign country; nor shall any higher or other duties or charges be imposed in either of the two countries on the exportation of any articles to the United States or to the Republic of Guatemala respectively, than such as are payable on the exportation of the like articles to any other foreign country; nor shall any prohibition be imposed on the exportation or importation of any articles, the produce or manufactures of the United States or of the Republic of Guatemala, to or from the territories of the United States, or to or from the territories of the Republic of Guatemala which shall not equally extend to all other nations.

#### ARTICLE 6

It is likewise agreed that it shall be wholly free for all merchants, commanders of ships and other citizens of both countries, to manage themselves their own business, in all the ports and places subject to the jurisdiction of each other, as well with respect to the consignment and sale of their goods and merchandize by wholesale or retail, as with respect to the loading, unloading, and sending off their ships; they being in all these cases to be treated as citizens of the country in which they reside, or at least to be placed on a footing with the subjects or citizens of the most favoured nation.

#### ARTICLE 7

The citizens of neither of the contracting parties shall be liable to any embargo, nor be detained with their vessels, cargoes, merchandize or effects for any military expedition nor for any public or private purpose whatever without allowing to those interested a sufficient indemnification.

#### ARTICLE 8

Whenever the citizens of either of the contracting parties shall be forced to seek refuge or asylum in the rivers, bays, ports or dominions of the other with their vessels, whether merchants or of war, public or private, through stress of weather, pursuit of pirates or enemies, they shall be received and treated with humanity, giving to them all favour and protection for repairing their

ships, procuring provisions, and placing themselves in a situation to continue their voyage without obstacle or hindrance of any kind.

#### ARTICLE 9

All the ships, merchandize and effects belonging to the citizens of one of the contracting parties which may be captured by pirates, whether within the limits of its jurisdiction or on the high seas, and may be carried or found in the rivers, roads, bays, ports or dominions of the other shall be delivered up to the owners, they proving in due and proper form their rights before the competent tribunals; it being well understood that the claim should be made within the term of one year by the parties themselves, their attorneys, or agents of their respective Governments.

#### ARTICLE 10

When any vessel belonging to the citizens of either of the contracting parties shall be wrecked, foundered, or shall suffer any damage on the coasts or within the dominions of the other, there shall be given to them all assistance and protection, in the same manner which is usual and customary with the vessels of the nation where the damage happens, permitting them to unload the said vessel (if necessary) of its merchandize and effects without exacting for it any duty, impost, or contribution whatever, provided the same be exported.

#### ARTICLE 11

The citizens of each of the contracting parties shall have power to dispose of their personal goods within the jurisdiction of the other by sale, donation, testament, or otherwise, and their representatives, being citizens of the other party shall succeed to their said personal goods, whether by testament or abintestato, and they may take possession thereof, by themselves or others acting for them, and dispose of the same at their will, paying such dues only as the inhabitants of the country where said goods are or shall be subject to pay in like cases. And if in the case of real estate the said heirs would be prevented from entering into the possession of the inheritance on account of their character of aliens, there shall be granted to them the term of three years to dispose of the same as they may think proper and to withdraw the proceeds without molestation, and exempt from all duties of detraction on the part of the Government of the respective States.

#### ARTICLE 12

Both the contracting parties promise and engage formally to give their special protection to the persons and property of the citizens of each other, of all occupations, who may be in the territories subject to the jurisdiction of the one or of the other, transient or dwelling therein, leaving open and free to them the tribunals of justice for their judicial recourse, on the same terms

which are usual and customary with the natives or citizens of the country in which they may be; for which they may employ in defence of their rights such advocates, solicitors, notaries, agents and factors as they may judge proper in all their trials at law, and such citizens or agents shall have free opportunity to be present at the decisions and sentences of the tribunals in all cases which may concern them, and likewise at the taking of all examinations and evidence which may be exhibited in the said trials.

#### ARTICLE 13

It is likewise agreed that the most perfect and entire security of conscience shall be enjoyed by the citizens of both the contracting parties in the countries subject to the jurisdiction of the one and the other, without their being liable to be disturbed or molested on account of their religious belief, so long as they respect the laws and established usages of the country. Moreover, the bodies of the citizens of one of the contracting parties who may die in the territories of the other, shall be buried in the usual burying grounds or in other decent or suitable places, and shall be protected from violation or disturbance.

#### ARTICLE 14

It shall be lawful for the citizens of the United States of America and of the Republic of Guatemala to sail with their ships with all manner of liberty and security, no distinction being made who are the proprietors of the merchandize laden thereon, from any port to the places of those who now are or hereafter shall be at enmity with either of the contracting parties. It shall likewise be lawful for the citizens aforesaid to sail with the ships and merchandizes before mentioned, and to trade with the same liberty and security from the places, ports and havens of those who are enemies of both or either party, without any opposition or disturbance whatsoever, not only directly from the places of the enemy before mentioned, to neutral places, but also from one place belonging to an enemy to another place belonging to an enemy, whether they be under the jurisdiction of one power or under several. And it is hereby stipulated that free ships shall also give freedom to goods, and that every thing shall be deemed to be free and exempt which shall be found on board the ships belonging to the citizens of either of the contracting parties although the whole lading, or any part thereof should appertain to the enemies of either, contraband goods being always excepted. It is also agreed, in like manner, that the same liberty be extended to persons who are on board a free ship, with this effect, that although they be enemies to both or either party, they are not to be taken out of that free ship, unless they are officers or soldiers and in the actual service of the enemies: provided however, and it is hereby agreed, that the stipulations in this article contained, declaring that the flag shall cover the property, shall be understood as applying to those powers only who recognize this principle; but if either

of the two contracting parties shall be at war with a third and the other neutral, the flag of the neutral shall cover the property of enemies whose governments acknowledge this principle and not of others.

#### ARTICLE 15

It is likewise agreed, that in the case where the neutral flag of one of the contracting parties shall protect the property of the enemies of the other by virtue of the above stipulation, it shall always be understood that the neutral property found on board such enemy's vessels shall be held and considered as enemy's property and as such shall be liable to detention and confiscation, except such property as was put on board such vessel before the declaration of war, or even afterwards, if it were done without the knowledge of it; but the contracting parties agree, that two months having elapsed after the declaration, their citizens shall not plead ignorance thereof. On the contrary, if the flag of the neutral does not protect the enemies property, in that case the goods and merchandizes of the neutral, embarked in such enemy's ship shall be free.

#### ARTICLE 16

This liberty of navigation and commerce shall extend to all kinds of merchandizes, excepting those only which are distinguished by the name of contraband, and under this name of contraband or prohibited goods shall be comprehended.

1<sup>st</sup>—Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fuzees, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberds, and grenades, bombs, powder, matches, balls, and all other things belonging to the use of these arms.

2<sup>dly</sup>—Bucklers, helmets, breastplates, coats of mail, infantry belts and clothes made up in the form and for a military use.

3<sup>dly</sup>—Cavalry belts and horses with their furniture.

4<sup>thly</sup>—And generally all kinds of arms and instruments of iron, steel, brass and copper, or of any other materials manufactured, prepared and formed expressly to make war by sea or land.

#### ARTICLE 17

All other merchandize and things not comprehended in the articles of contraband explicitly enumerated and classified as above, shall be held and considered as free and subjects of free and lawful commerce, so that they may be carried and transported in the freest manner by both the contracting parties, even to places belonging to an enemy, excepting only those places which are at that time besieged or blockaded; and to avoid all doubt in this particular, it is declared that those places only are besieged or blockaded which are actually attacked by a belligerent force capable of preventing the entry of the neutral.

## ARTICLE 18

The articles of contraband before enumerated and classified, which may be found in a vessel bound for an enemy's port, shall be subject to detention and confiscation, leaving free the rest of the cargo and the ship, that the owners may dispose of them as they see proper. No vessel of either of the two nations shall be detained on the high seas on account of having on board articles of contraband, whenever the master, captain, or supercargo of said vessel will deliver up the articles of contraband to the captor, unless the quantity of such articles be so great and of so large a bulk that they cannot be received on board the capturing ship without great inconvenience; but in this and in all other cases of just detention, the vessel detained shall be sent to the nearest convenient and safe port for trial and judgement according to law.

## ARTICLE 19

And whereas it frequently happens that vessels sail for a port or place belonging to an enemy, without knowing that the same is besieged, blockaded, or invested, it is agreed that every vessel so circumstanced may be turned away from such port or place; but shall not be detained, nor shall any part of her cargo, if not contraband, be confiscated unless after warning of such blockade or investment from the commanding officer of the blockading forces she shall again attempt to enter; but she shall be permitted to go to any other port or place she shall think proper. Nor shall any vessel of either of the parties that may have entered into such port or place before the same was actually besieged, blockaded, or invested by the other be restrained from quitting such place with her cargo, nor if found therein, after the reduction and surrender, shall such vessel or her cargo be liable to confiscation, but they shall be restored to the owners thereof.

## ARTICLE 20

In order to prevent all kind of disorder in the visiting and examination of the ships and cargoes of both the contracting parties on the high seas, they have agreed, mutually, that whenever a vessel of war, public or private, shall meet with a neutral of the other contracting party, the first shall remain out of cannon shot, and may send its boat with two or three men only in order to execute the said examination of the papers concerning the ownership and cargo of the vessel without causing the least extortion, violence or ill treatment, for which the commanders of the said armed ships shall be responsible with their persons and property; for which purpose the commanders of the said private armed vessels shall before receiving their commissions, give sufficient security to answer for all the damages they may commit. And it is expressly agreed, that the neutral party shall in no case be required to go on board the examining vessel for the purpose of exhibiting her papers, or for any other purpose whatever.

## ARTICLE 21

To avoid all kind of vexation and abuse in the examination of the papers relating to the ownership of the vessels belonging to the citizens of the two contracting parties, they have agreed and do agree, that in case one of them should be engaged in war, the ships and vessels belonging to the citizens of the other, must be furnished with sea-letters or passports, expressing the name, property and bulk of the ship, as also the name and place of habitation of the master or commander of said vessel, in order that it may thereby appear that the ship really and truly belongs to the citizens of one of the parties; they have likewise agreed that such ships, being laden, besides the said sea-letters or passports, shall also be provided with certificates containing the several particulars of the cargo and the place whence the ship sailed, so that it may be known whether any forbidden or contraband goods be on board the same; which certificates shall be made out by the officers of the place whence the ship sailed in the accustomed form; without which requisites said vessel may be detained, to be adjudged by the competent tribunal, and may be declared legal prize, unless the said defect shall be satisfied or supplied by testimony entirely equivalent.

## ARTICLE 22

It is further agreed, that the stipulations above expressed relative to the visiting and examination of vessels, shall apply only to those which sail without convoy; and when said vessels, shall be under convoy, the verbal declaration of the commander of the convoy, on his word of honor, that the vessels under his protection belong to the nation whose flag he carries, and when they are bound to an enemy's port that they have no contraband goods on board shall be sufficient.

## ARTICLE 23

It is further agreed, that in all cases the established courts for prize causes in the country to which the prizes may be conducted shall alone take cognizance of them. And whenever such tribunal of either party shall pronounce judgement against any vessel or goods or property claimed by the citizens of the other party, the sentence or decree shall mention the reasons or motives on which the same shall have been founded, and an authenticated copy of the sentence or decree and of all the proceedings in the case, shall, if demanded, be delivered to the commander or agent of said vessel without any delay he paying the legal fees for the same.

## ARTICLE 24

Whenever one of the contracting parties shall be engaged in war with another State, no citizen of the other contracting party shall accept a commission or letter of marque for the purpose of assisting or cooperating hostilely

with the said enemy against the said party so at war, under the pain of being treated as a pirate.

#### ARTICLE 25

If by any fatality, which cannot be expected and which God forbid, the two contracting parties should be engaged in a war with each other, they have agreed and do agree, now for then, that there shall be allowed the term of six months to the merchants residing on the coasts and in the ports of each other, and the term of one year to those who dwell in the interior, to arrange their business and transport their effects wherever they please, giving to them the safe conduct necessary for it, which may serve as a sufficient protection until they arrive at the designated port. The citizens of all other occupations who may be established in the territories or dominions of the United States of America and of the Republic of Guatemala shall be respected and maintained in the full enjoyment of their personal liberty and property, unless their particular conduct shall cause them to forfeit this protection, which in consideration of humanity, the contracting parties engage to give them.

#### ARTICLE 26

Neither the debts due from individuals of the one nation to individuals of the other nor shares nor moneys which they may have in public funds or in public or private banks, shall ever in any event of war or of national difference, be sequestered or confiscated.

#### ARTICLE 27

Both the contracting parties being desirous of avoiding all inequality in relation to their public communications and official intercourse, have agreed and do agree, to grant to the Envoys, Ministers and other public agents the same favours, immunities and exemptions which those of the most favoured nation do or shall enjoy; it being understood that whatever favours, immunities or privileges the United States of America or the Republic of Guatemala may find it proper to give to the Ministers and public agents of any other power, shall, by the same act, be extended to those of each of the contracting parties.

#### ARTICLE 28

To make more effectual the protection which the United States of America and the Republic of Guatemala shall afford in future to the navigation and commerce of the citizens of each other, they agree to receive and admit Consuls and Vice consuls in all the ports open to foreign commerce, who shall enjoy in them all the rights, prerogatives and immunities of the Consuls and Vice consuls of the most favoured nation; each contracting party, however, remaining at liberty to except those ports and places in which the admission and residence of such Consuls and Vice consuls may not seem convenient.

## ARTICLE 29

In order that the Consuls and Vice-consuls of the two contracting parties may enjoy the rights, prerogatives and immunities which belong to them by their public character, they shall before entering on the exercise of their functions exhibit their commission or patent in due form to the Government to which they are accredited; and having obtained their exequatur they shall be held and considered as such by all the authorities, magistrates, and inhabitants in the consular district in which they reside.

## ARTICLE 30

It is likewise agreed that the Consuls, their Secretaries, officers and persons attached to the service of Consuls, they not being citizens of the country in which the Consul resides, shall be exempt from all public service, and also from all kind of taxes, imposts and contributions, except those which they shall be obliged to pay on account of commerce or their property, to which the citizens and inhabitants, native and foreign of the country in which they reside are subject; being in every thing besides subject to the laws of the respective States. The archives and papers of the consulate shall be respected inviolably, and under no pretext whatever shall any magistrate seize or in any way interfere with them.

## ARTICLE 31

The said Consuls shall have power to require the assistance of the authorities of the country for the arrest, detention and custody of deserters from the public and private vessels of their country, and for that purpose they shall address themselves to the courts, judges and officers competent, and shall demand the said deserters in writing, proving by an exhibition of the registers of the vessel's or ship's roll, or other public documents, that those men were part of the said crews, and on this demand so proved, (saving however where the contrary is proved), the delivery shall not be refused. Such deserters when arrested shall be put at the disposal of the said Consuls, and may be put in the public prisons at the request and expense of those who reclaim them, to be sent to the ships to which they belonged or to others of the same nation. But if they be not sent back within two months, to be counted from the day of their arrest, they shall be set at liberty, and shall be no more arrested for the same cause.

## ARTICLE 32

For the purpose of more effectually protecting their commerce and navigation, the two contracting parties do hereby agree, as soon hereafter as circumstances will permit, to form a consular convention, which shall declare specially the powers and immunities of the Consuls and Vice-consuls of the respective parties.

## ARTICLE 33

The United States of America and the Republic of Guatemala desiring to make as durable as circumstances will permit the relations which are to be established between the two parties by virtue of this treaty or general convention of peace, amity, commerce and navigation have declared solemnly, and do agree to the following points.

1<sup>st</sup> The present treaty shall remain in full force and virtue for the term of twelve years, to be counted from the day of the exchange of the ratifications, and further until the end of one year after either of the contracting parties shall have given notice to the other of its intention to terminate the same; each of the contracting parties reserving to itself the right of giving such notice to the other at the end of said term of twelve years; and it is hereby agreed between them that on the expiration of one year after such notice shall have been received by either from the other party, this treaty in all its parts relative to commerce and navigation, shall altogether cease and determine, and in all those parts which relate to peace and friendship, it shall be perpetually binding on both powers.

2<sup>dly</sup> If any one or more of the citizens of either party shall infringe any of the articles of this treaty such citizen shall be held personally responsible for the same, and the harmony and good correspondence between the nations shall not be interrupted thereby; each party engaging in no way to protect the offender or sanction such violation.

3<sup>dly</sup> If (which indeed cannot be expected) unfortunately, any of the articles contained in the present treaty shall be violated or infringed in any other way whatever, it is expressly stipulated that neither of the contracting parties will order or authorize any acts of reprisal, nor declare war against the other, on complaints of injuries or damages, until the said party considering itself offended shall first have presented to the other a statement of such injuries or damages verified by competent proof, and demand justice and satisfaction, and the same shall have been either refused or unreasonably delayed.

4<sup>thly</sup> Nothing in this treaty contained shall, however be construed or operate contrary to former and existing public treaties with other Sovereigns or States.

The present Treaty of peace, amity commerce and navigation shall be approved and ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the Government of the Republic of Guatemala, and the ratifications shall be exchanged in the City of Washington or Guatemala within *eighteen* months counted from the date of the signature hereof, or sooner if possible.<sup>4</sup>

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<sup>4</sup>The United States Senate, on Sept. 27, 1850, gave its advice and consent to exchange of ratifications at any time prior to Apr. 1, 1851, and on June 7, 1852, at any time prior to Nov. 1, 1852.

In faith whereof we the Plenipotentiaries of the United States of America and of the Republic of Guatemala have signed and sealed these presents, in the City of Guatemala this third day of March in the year of our Lord One thousand eight hundred and forty nine.

ELIJAH HISE [SEAL]

J. MARIANO RODRIGUEZ [SEAL]

## CLAIMS: THE CASE OF ROBERT H. MAY

*Protocol of an agreement signed at Washington February 23, 1900  
Entered into force February 23, 1900  
Supplemented by protocol of May 10, 1900<sup>1</sup>  
Terminated upon fulfillment of its terms<sup>2</sup>*

1900 For. Rel. 656; Treaty Series 150

PROTOCOL OF AN AGREEMENT BETWEEN THE SECRETARY OF STATE OF THE UNITED STATES OF AMERICA AND ENVOY EXTRAORDINARY AND MINISTER PLENIPOTENTIARY OF THE REPUBLIC OF GUATEMALA FOR SUBMISSION TO AN ARBITRATOR OF THE CLAIM OF ROBERT H. MAY AGAINST THE REPUBLIC OF GUATEMALA AND OF THE CLAIM OF THE REPUBLIC OF GUATEMALA AGAINST SAID MAY.

The United States of America and the Republic of Guatemala, through their representatives, John Hay, Secretary of State of the United States of America, and Antonio Lazo Arriaga, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Guatemala, have agreed upon and signed the following protocol.

Whereas, the United States of America, on behalf of Robert H. May, has claimed indemnity from the Government of Guatemala for a debt alleged to be due him from that Government under certain contracts between him and that Government in connection with the Guatemala Northern Railroad and for damages alleged to have been caused him by that Government, its civil or military authorities in connection therewith; and the Government of Guatemala denies any liability therefor; and

Whereas, the Government of Guatemala has claimed that said May is indebted to it both on account of said contracts and of damages caused by his alleged unlawful acts or those of his agents or employees acting by his authority; and said May, to secure his faithful performance of said contract, has delivered to said Government a promissory note, signed by certain third parties for \$40,120.79; and the Government of the United States denies any liability on May's part to said Government of Guatemala on account of said claims;

<sup>1</sup> TS 151, *post*, p. 476.

<sup>2</sup> The arbitrator returned an award in favor of the claimant on Nov. 16, 1900 (TS 152); for text, see 1900 For. Rel. 659.

It is therefore agreed between the two Governments, with the consent of said May and of his attorney of record :

### I

That the questions of law and fact brought in issue between the two Governments in respect of their claims shall be referred to the decision of Mr. George Francis Birt Jenner Her Britannic Majesty's Minister Resident and Consul General to the Republics of Guatemala, Honduras, Nicaragua, Costa-Rica and Salvador, whose award shall be final and conclusive.

### II

That within thirty days from the date of the signing of this protocol, each party shall furnish to the other and to the arbitrator a copy of the memorial on which its own claim is based; and within ninety days after such signing each Government shall furnish to the other and to the arbitrator copies of all the documents, papers, accounts, official correspondence and other evidence on file at their respective Foreign Offices relating to these claims, and of all affidavits of their respective witnesses relating thereto: Provided, that said arbitrator may request either Government to furnish such additional proof as he may deem necessary in the interests of justice, and each Government agrees to comply with said request as far as possible; but he shall not for such purpose delay his decision.

### III

That each Government by its counsel, and said May by his attorney, may severally submit to said arbitrator an argument in writing touching the questions involved within sixty days from the date limited for the submission of the evidence; but the arbitrator shall not for such purpose nor in any event delay his decision beyond four months from the date of the submission to him of the evidence aforesaid.

### IV

It shall be the duty of said arbitrator to decide both cases upon such evidence as may have been filed before him and solely upon the issues of law and fact presented by the claim and counterclaim and upon the consideration of said entire controversy, he shall render an award in favor of the party entitled thereto; which shall not exceed the amount claimed by said party as shown by the evidence, and interest thereon from the time said sums were due until the date of the award, and said award shall bear six per cent interest from said date until paid.

### V

The award shall be payable in American gold, and in case said award shall be against said May, said Government of Guatemala may retain the afore-

said note as security and collect it for the payment of said award, which said May agrees to pay within six months from the date of the award, the Government of the United States being in nowise responsible for the payment thereof. In case said award shall be against said Government of Guatemala, then said Government shall surrender to May said note. Said Government shall pay the indemnity awarded against it by the arbitrator, if any, as soon as the Legislative Assembly of Guatemala shall authorize the payment; but the time thus allowed shall in no case exceed six months from the day the decision is rendered, unless an extension of the time of its payment should be granted by the Government of the United States.

## VI

Reasonable compensation to the arbitrator for all his services and expenses, is to be paid in equal moieties by the said Governments.

## VII

This protocol shall be submitted for approval and ratification on the part of Guatemala, to its Legislative Assembly. When so approved and ratified the Government of Guatemala will promptly notify the Government of the United States thereof. Unless so approved and ratified and said notice given by April 1, 1900, this protocol shall be deemed null and void.

Done in duplicate in English and Spanish at Washington this 23d day of February, 1900.

JOHN HAY

ANTO. LAZO ARRIAGA

# CLAIMS: THE CASE OF ROBERT H. MAY

*Protocol signed at Washington May 10, 1900, supplementing agreement of February 23, 1900*

*Entered into force May 10, 1900*

*Terminated upon fulfillment of its terms*<sup>1</sup>

Treaty Series 151

## SUPPLEMENTAL PROTOCOL

Whereas, a protocol was signed at Washington, February 23, 1900,<sup>2</sup> between the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Guatemala for submission to an arbitrator of certain issues involved in the claim and counterclaim of Robert H. May and Guatemala, as specified in said protocol; and

Whereas, it is stipulated in Article II of said protocol as follows, to wit:

“That within thirty days from the date of the signing of this protocol, each party shall furnish to the other and to the arbitrator a copy of the memorial on which its own claim is based; and within ninety days after such signing each Government shall furnish to the other and to the arbitrator copies of all the documents, papers, accounts, official correspondence and other evidence on file at their respective Foreign Offices relating to these claims, and of all affidavits of their respective witnesses relating thereto: Provided, that said arbitrator may request either Government to furnish such additional proof as he may deem necessary in the interests of justice, and each Government agrees to comply with said request as far as possible; but he shall not for such purpose delay his decision”; and

Whereas, it is stipulated by Article III, of said protocol as follows, to wit:

“That each Government by its counsel, and said May by his attorney, may severally submit to said arbitrator an argument in writing touching the questions involved within sixty days from the date limited for the submission of the evidence; but the arbitrator shall not for such purpose nor in any event delay his decision beyond four months from the date of the submission to him of the evidence aforesaid”;

Whereas, it is stipulated by Article IV of said protocol, as follows, to wit:

“It shall be the duty of said arbitrator to decide both cases upon such evidence as may have been filed before him and solely upon the issues of law and fact presented by claim and counterclaim and upon the consideration of

<sup>1</sup> See footnote 2, *ante*, p. 473.

<sup>2</sup> TS 150, *ante*, p. 473.

said entire controversy, he shall render an award in favor of the party entitled thereto; which shall not exceed the amount claimed by said party as shown by the evidence, and interest thereon from the time said sums were due until the date of the award, and said award shall bear six per cent. interest from said date until paid.”

It is agreed between the two Governments that said Article II be, and the same is hereby, amended to read as follows, to wit:—

“That within ninety days from the date of the signing of the original protocol each party shall have furnished to the arbitrator and to the other a copy of the memorial on which its own claim is based; and within one hundred and fifty days after such signing each Government shall furnish to the arbitrator and to the other copies of all the documents, papers, accounts, official correspondence and other evidence on file at their respective Foreign offices relating to these claims, and of all affidavits of their respective witnesses relating thereto: Provided, that said arbitrator may request either Government to furnish such additional proof as he may deem necessary in the interests of justice, and each Government agrees to comply with said request as far as possible.”

It is agreed that said Article III, be, and it is hereby, amended to read as follows, to wit:

“That each Government by its counsel, and said May by his attorney, may severally submit to said arbitrator an argument in writing touching the questions involved within ninety days from the date limited for the submission of the evidence; but the arbitrator shall not for such purpose nor in any event delay his decision beyond six months from the date of the submission to him of the evidence aforesaid.”

It is agreed that said Article IV be, and it is hereby amended to read as follows:

“It shall be the duty of said arbitrator to decide both cases upon such evidence as may have been filed before him and solely upon the issues of law and fact presented by the claim and counterclaim and upon the consideration of said entire controversy, he shall render an award in favor of the party entitled thereto; which shall not exceed the amount claimed by said party and interest at the rate of six per cent, per annum thereon from the time said sums were due until the date of the award, and said award shall bear six per cent interest per annum from said date until paid.”

Done in duplicate in English and Spanish at Washington this 10th day of May, 1900.

JOHN HAY  
ANTO. LAZO ARRIAGA

## TRADEMARKS AND TRADE LABELS

*Convention signed at Guatemala April 15, 1901*

*Senate advice and consent to ratification January 27, 1902*

*Ratified by the President of the United States February 1, 1902*

*Ratified by Guatemala April 5, 1902*

*Ratifications exchanged at Guatemala April 7, 1902*

*Entered into force April 7, 1902*

*Proclaimed by the President of the United States April 11, 1902*

32 Stat. 1866; Treaty Series 404

With a view to secure for the manufacturers of the United States of América, and those in the Republic of Guatemala, the reciprocal protection of their Trade-Marks and Trade-Labels, the Undersigned, duly authorized to that effect, have agreed on the following dispositions:

### ARTICLE I

The citizens of each of the High Contracting Parties shall in the Dominions and Possessions of the other have the same rights as belong to native citizens, in everything relating to Trade-Marks and Trade-Labels of every kind.

Provided, always, that in the United States the citizens of Guatemala, and in Guatemala, the citizens of the United States of América, cannot enjoy these rights to a greater extent or for a longer period of time than in their native country.

### ARTICLE II

Any person in either country desiring protection of his Trade-Mark in the Dominions of the other must fulfil the formalities required by the law of the latter; but no person, being a citizen of one of the contracting States, shall be entitled to claim protection in the other by virtue of the provisions of this convention, unless he shall have first secured protection in his own country in accordance with the laws thereof.

### ARTICLE III

This arrangement shall go into effect immediately on or after the exchange of the ratifications and shall be in force until a year after it has been recalled by one or the other of the two High Parties.

## ARTICLE IV

The present convention shall be ratified by the President of the United States by and with the consent of the Senate thereof and by the President of the Republic of Guatemala, and the ratifications shall be exchanged at Guatemala as soon as may be within twelve months from the date hereof.

In witness whereof the Undersigned have signed the present convention and have affixed thereto the seal of their arms, in Guatemala the fifteenth day of April of one thousand nine hundred and one.

W. GODFREY HUNTER [SEAL]

JUAN BARRIOS M. [SEAL]

## TENURE AND DISPOSITION OF REAL AND PERSONAL PROPERTY

*Convention signed at Guatemala August 27, 1901*

*Senate advice and consent to ratification January 30, 1902*

*Ratified by the President of the United States February 6, 1902*

*Ratified by Guatemala September 12, 1902*

*Ratifications exchanged at Guatemala September 16, 1902*

*Proclaimed by the President of the United States September 18, 1902*

*Entered into force September 26, 1902*

32 Stat. 1944; Treaty Series 412

The United States of América and the Republic of Guatemala, desiring to improve the condition of the citizens of each of the respective countries in relation to the tenure and disposition of real and personal property situated or being within the territories of the other, as well as to authorize the representation of deceased persons by the Consuls of their respective nations in the settlement of estates, have resolved to conclude a convention for those purposes and have named as their Plenipotentiaries:

The President of the United States of America the Honorable W. Godfrey Hunter, Envoy Extraordinary and Minister Plenipotentiary of the United States of America in Guatemala; and

The President of Guatemala the Licentiate Juan Barrios M., Secretary of State in the Department of Foreign Affairs,

Who having exchanged their said full powers, found in due and proper form have agreed to and signed the following articles:

### ARTICLE I

Where on the death of any person holding real property (or property not personal), within the territories of one of the Contracting Parties, such real property would, by the laws of the land, pass to a citizen of the other, were he not disqualified by the laws of the country where such real property is situated, such citizen shall be allowed a term of three years, in which to sell the same, this term to be reasonably prolonged if circumstances render it necessary, and to withdraw the proceeds thereof, without restraint or interference, and exempt from any succession probate or administrative duties or charges other than those which may be imposed in like cases upon the citizens of the country from which such proceeds may be drawn.

## ARTICLE II

The citizens of each of the Contracting Parties shall have full power to dispose of their personal property within the territories of the other, by testament, donation, or otherwise; and their heirs, legatees, and donees, being citizens of the other Contracting Party, whether resident or non-resident, shall succeed to their said personal property, and may take possession thereof either by themselves or by others acting for them, and dispose of the same at their pleasure, paying such duties only as the citizens of the country where the property lies shall be liable to pay in like cases.

## ARTICLE III

In case of the death of any citizen of the United States of America in Guatemala, or of any citizen of Guatemala in the United States, without having in the country of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the Nation to which the deceased person belonged of the circumstance in order that the necessary information may be immediately forwarded to persons interested.

The said consular officer shall have the right to appear personally or by delegate in all proceedings on behalf of the absent heirs or creditors, until they are otherwise represented.

## ARTICLE IV

The present Convention shall come into effect ten days after the day upon which the ratifications are exchanged, and shall remain in force for ten years after such exchange. In case neither of the Contracting Parties shall have given notice to the other, twelve months before the expiration of the said period of ten years, of the intention to terminate the present Convention, it shall remain in force until the expiration of one year from the day on which either of the High Contracting Parties shall have given such notice.

## ARTICLE V

The present convention shall be duly ratified by the President of the United States, by and with the approval of the Senate thereof, and by the President of Guatemala, by and with the approval of the National Legislative Assembly thereof, and the ratifications shall be exchanged in Washington or in Guatemala.

In faith whereof, we, the respective Plenipotentiaries, have signed this Treaty and have hereunto affixed our seals.

Done in duplicate at Guatemala, this twenty-seventh day of August, one thousand nine hundred and one.

W. GODFREY HUNTER [SEAL]  
JUAN BARRIOS M. [SEAL]

## EXTRADITION

*Convention signed at Washington February 27, 1903*

*Senate advice and consent to ratification March 11, 1903*

*Ratified by Guatemala June 12, 1903*

*Ratified by the President of the United States July 8, 1903*

*Ratifications exchanged at Washington July 16, 1903*

*Proclaimed by the President of the United States July 17, 1903*

*Entered into force August 15, 1903*

*Supplemented and amended by convention of February 20, 1940*<sup>1</sup>

33 Stat. 2147; Treaty Series 425

The United States of America and the Republic of Guatemala, being desirous to confirm their friendly relations and to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice between the United States of America and the Republic of Guatemala, and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America, John Hay, Secretary of State of the United States, and

The President of Guatemala, Señor Don Antonio Lazo Arriaga, Envoy Extraordinary and Minister Plenipotentiary of Guatemala to the United States:

Who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles:

### ARTICLE I

The Government of the United States and the Government of Guatemala mutually agree to deliver up persons who, having been charged, as principals or accessories, with or convicted of any of the crimes and offenses specified in the following article committed within the jurisdiction of one of the contracting parties, shall seek an asylum or be found within the territories of the other: Provided, that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or persons so charged shall be found, would justify his or her apprehension and commitment for trial if the crime had been there committed.

<sup>1</sup> TS 963, *post*, p. 528.

## ARTICLE II

Persons shall be delivered up, according to the provisions of this convention, who shall have been charged with, or convicted of, any of the following crimes or offences:

1. Murder, comprehending the crimes known as parricide, assassination, poisoning, and infanticide; assault with intent to commit murder; manslaughter, when voluntary.

2. Mayhem and any other wilful mutilation causing disability or death.

3. The malicious and unlawful destruction or attempted destruction of railways, trains, bridges, vehicles, vessels, and other means of travel, or of public edifices and private dwellings, when the act committed shall endanger human life.

4. Rape.

5. Bigamy.

6. Arson.

7. Crimes committed at sea:

(a) Piracy, by statute or by the law of nations.

(b) Wrongfully sinking or destroying a vessel at sea, or attempting to do so.

(c) Revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas against the authority of the master.

(d) Assaults on board a ship on the high seas with intent to do grievous bodily harm.

8. Burglary, defined to be the act of breaking and entering into the house of another in the nighttime, with intent to commit a felony therein.

9. The act of breaking into and entering public offices, or the offices of banks, banking houses, savings banks, trust companies, or insurance companies, with intent to commit theft therein, and also the thefts resulting from such acts.

10. Robbery, defined to be the felonious and forcible taking from the person of another of goods or money, by violence or by putting the person in fear.

11. Forgery, or the utterance of forged papers.

12. The forgery, or falsification of the official acts of the Government or public authority, including courts of justice, or the utterance or fraudulent use of any of the same.

13. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, bank notes, or other instruments of public credit; of counterfeit seals, stamps, dies, and marks of State or public administration, and the utterance, circulation, or fraudulent use of any of the above mentioned objects.

14. The introduction of instruments for the fabrication of counterfeit coin or bank notes or other paper current as money.

15. Embezzlement or criminal malversation of public funds committed within the jurisdiction of either party by public officers or depositaries, where the amount of money embezzled is not less than two hundred dollars.

16. Embezzlement of funds of a bank of deposit or savings bank, or trust company chartered under Federal or State laws, where the amount of money embezzled is not less than two hundred dollars.

17. Embezzlement by any person or persons hired or salaried to the detriment of their employers, when the crime is subject to punishment by the laws of the place where it was committed, and where the amount of money or the value of the property embezzled is not less than two hundred dollars.

18. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons in order to exact money from them or their families, or for any unlawful end.

19. Obtaining by threats of injury, or by false devices, money, valuables or other personal property, and the receiving of the same with the knowledge that they have been so obtained, when such crimes or offenses are punishable by imprisonment or other corporal punishment by the laws of both countries, and the amount of money or the value of the property so obtained is not less than \$200.00.

20. Larceny, defined to the theft of effects, personal property, horses, cattle, or live stock, or money, of the value of twenty-five dollars or more, or receiving stolen property, of that value, knowing it to be stolen.

21. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, or other person acting in a fiduciary capacity, or director or member or officer of any company, when such act is made criminal by the laws of both countries and the amount of money or the value of the property misappropriated is not less than two hundred dollars.

22. Perjury; violation of an affirmation or a promise to state the truth, when required by law; subornation to commit said crimes.

23. Extradition shall also be granted for the attempt to commit any of the crimes and offenses above enumerated, when such attempt is punishable as a felony by the laws of both contracting parties.<sup>2</sup>

### ARTICLE III

A person surrendered under this convention shall not be tried or punished in the country to which his extradition has been granted, nor given up to a third power for a crime or offense, not provided for by the present convention and committed previously to his extradition, until he shall have been allowed one month to leave the country after having been discharged; and, if he

<sup>2</sup> For a supplement to art. II and an amendment to art. II, para. 23, see convention of Feb. 20, 1940 (TS 963), *post*, p. 528.

shall have been tried and condemned to punishment, he shall be allowed one month after having suffered his penalty or having been pardoned. He shall moreover not be tried or punished for any crime or offense provided for by this convention committed previous to his extradition, other than that which gave rise to the extradition, without the consent of the Government which surrendered him, which may, if it think proper, require the production of one of the documents mentioned in Article XI of this convention.

The consent of that Government shall likewise be required for the extradition of the accused to a third country; nevertheless, such consent shall not be necessary when the accused shall have asked of his own accord to be tried or to undergo his punishment, or when he shall not have left within the space of time above specified the territory of the country to which he has been surrendered.

#### ARTICLE IV

The provisions of this convention shall not be applicable to persons guilty of any political crime or offense or of one connected with such a crime or offense. A person who has been surrendered on account of one of the common crimes or offenses mentioned in Article II shall consequently in no case be prosecuted and punished in the State to which his extradition has been granted on account of a political crime or offense committed by him previously to his extradition, or on account of an act connected with such a political crime or offense, unless he has been at liberty to leave the country for one month after having been tried and, in case of condemnation, for one month after having suffered his punishment or having been pardoned.

An attempt against the life of the head of a foreign government or against that of any member of his family, when such attempt comprises the act either of murder or assassination, or of poisoning, shall not be considered a political offense or an act connected with such an offense.

#### ARTICLE V

Neither of the contracting parties shall be bound to deliver up its own citizens under the stipulations of this convention, but the executive authority of each shall have the power to deliver them up, if, in its discretion, it be deemed proper to do so.

#### ARTICLE VI

If the person whose surrender may be claimed, pursuant to the stipulations of the present convention, shall have been accused or arrested for the commission of any offense in the country where he or she has sought asylum, or shall have been convicted thereof, his or her extradition may be deferred until he or she is entitled to be liberated on account of the offense charged, for any of the following reasons: acquittal; expiration of term of imprisonment; expiration of the period to which the sentence may have been commuted, or pardon.

## ARTICLE VII

If a fugitive criminal claimed by one of the parties hereto shall be also claimed by one or more powers, pursuant to treaty provisions on account of crimes or offenses committed within their jurisdiction, such criminal shall be delivered up in preference in accordance with that demand which is the earliest in date, unless the State from which extradition is sought is bound to give preference otherwise.

## ARTICLE VIII

Extradition shall not be granted, in pursuance of the provisions of this convention, if legal proceedings or the enforcement of the penalty for the act committed by the person claimed has become barred by limitation, according to the laws of the country to which the requisition is addressed.

## ARTICLE IX

On being informed by telegraph or otherwise, through the diplomatic channel, that a warrant has been issued by competent authority for the arrest of a fugitive criminal charged with any of the crimes enumerated in the foregoing articles of this treaty, and on being assured from the same source that a requisition for the surrender of such criminal is about to be made, accompanied by such warrant and duly authenticated depositions or copies thereof in support of the charge, each government shall endeavor to procure the provisional arrest of such criminal and to keep him in safe custody for such time as may be practicable, not exceeding forty days, to await the production of the documents upon which the claim for extradition is founded.

## ARTICLE X

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the contracting parties, or, in the event of the absence of these from the country or its seat of government, they may be made by superior consular officers.

If the person whose extradition may be asked for shall have been convicted of a crime or offense, a copy of the sentence of the court in which he has been convicted, authenticated under its seal, with attestation of the official character of the judge, by the proper executive authority, and of the latter by the minister or consul of the United States or of Guatemala, respectively, shall accompany the requisition. When, however, the fugitive shall have been merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime has been committed, and of the depositions upon which such warrant has been issued, must accompany the requisition as aforesaid.

## ARTICLE XI

The expenses of the arrest, detention, examination and delivery of fugitives under this convention shall be borne by the State in whose name the extradition is sought; Provided, that the demanding government shall not be compelled to bear any expenses for the services of such officers of the government from which extradition is sought as received a fixed salary; and provided that the charge for the services of such public officials as receive only fees shall not exceed the fees to which such officials are entitled under the laws of the country for services rendered in ordinary criminal proceedings.

## ARTICLE XII

All articles found in the possession of the accused party and obtained through the commission of the act with which he is charged, and that may be used as evidence of the crime for which his extradition is demanded, shall be seized if the competent authority shall so order and shall be surrendered with his person.

The rights of third parties to the articles so found shall nevertheless be respected.

## ARTICLE XIII

Each of the contracting parties shall exercise due diligence in procuring the extradition and prosecution of its citizens who may be charged with the commission of any of the crimes or offenses mentioned in Article II, exclusively committed in its territory against the government or any of the citizens of the other contracting party, when the person accused may have taken refuge or be found within the territory of the latter, provided the said crime or offense is one that is punishable, as such, in the territory of the demanding country.

## ARTICLE XIV

The present convention shall take effect thirty days after the exchange of ratifications, when the convention of October 11, 1870,<sup>3</sup> and the additional article of October 22, 1887,<sup>3</sup> shall cease to be in force and shall be superseded by the present convention which shall continue to have binding force for six months after a desire for its termination shall have been expressed in due form by one of the two governments to the other.

It shall be ratified and its ratifications shall be exchanged at Washington as soon as possible.

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<sup>3</sup> Unperfected; for explanation of circumstances and procedural history of the convention and additional article, see *List of Treaties Submitted to the Senate, 1789-1934* (U.S. Government Printing Office, 1935, Washington, D.C.), pp. 75-76.

In witness whereof, the respective plenipotentiaries have signed the above articles both in the English and Spanish languages, and have hereunto affixed their seals.

Done, in duplicate, at the City of Washington, this 27th day of February one thousand nine hundred and three.

JOHN HAY [SEAL]

ANT. LAZO ARRIAGA [SEAL]

## PATENTS

*Convention signed at Guatemala November 10, 1906*  
*Senate advice and consent to ratification December 13, 1906*  
*Ratified by the President of the United States March 6, 1907*  
*Ratified by Guatemala May 29, 1907*  
*Ratifications exchanged at Guatemala June 13, 1907*  
*Proclaimed by the President of the United States July 9, 1907*  
*Entered into force July 9, 1907*

35 Stat. 1878; Treaty Series 463

### CONVENTION BETWEEN THE UNITED STATES AND GUATEMALA FOR THE RECIPROCAL PROTECTION OF PATENTS

The United States of America and the Republic of Guatemala, desiring to secure for their respective citizens the reciprocal protection of their patents, have for that purpose resolved to conclude a Convention and to that end have appointed as their Plenipotentiaries, to-wit :

The President of the United States of America, Mr. Philip M. Brown, Chargé d'Affaires ad interim of the United States to Guatemala, and,

The President of Guatemala, Mr. John Barrios M., Minister for Foreign Affairs;

Who, after exhibiting to each other their full powers, found in good and due form, have agreed upon the following articles:

#### ARTICLE I

Citizens of each of the High Contracting Parties, shall in the territory of the other, enjoy the same rights as are enjoyed by native citizens in all matters pertaining to the protection of inventions by letters patent.

#### ARTICLE II

In order to enjoy the protection of their inventions, the citizens of each country must fulfill the formalities required by the laws of the country in which the protection is asked.

## ARTICLE III

This Convention shall take effect upon its promulgation in both countries and shall remain in force until the expiration of one year after either of the high Contracting Parties shall have given notice to the other of its wish to terminate the same.

The ratifications of this Convention shall be exchanged at Guatemala city as soon as possible within one year from the date thereof.

In witness whereof we, the respective Plenipotentiaries have signed the present Convention this tenth day of november nineteen hundred and six, and have hereunto affixed our seals.

PHILIP M. BROWN [SEAL]

JUAN BARRIOS M. [SEAL]

## ADVANCEMENT OF PEACE

*Treaty signed at Washington September 20, 1913*

*Ratified by Guatemala May 15, 1914*

*Senate advice and consent to ratification, with amendments, August 13, 1914*<sup>1</sup>

*Ratified by the President of the United States, with amendments, August 27, 1914*<sup>1</sup>

*Ratifications exchanged at Washington October 13, 1914*

*Entered into force October 13, 1914*

*Proclaimed by the President of the United States October 13, 1914*

*Article II amended by agreements of November 3, 1915,<sup>2</sup> and June 1, 1916<sup>3</sup>*

*Superseded June 13, 1925, by convention for establishment of international commissions of inquiry signed at Washington February 7, 1923<sup>4</sup>*

38 Stat. 1840; Treaty Series 598

The United States of America and the Republic of Guatemala, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose and to that end have appointed as their plenipotentiaries:

The President of the United States, the Honorable William Jennings Bryan, Secretary of State; and

The President of Guatemala, Señor Don Joaquin Méndez, Envoy Extraordinary and Minister Plenipotentiary of Guatemala to the United States;

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<sup>1</sup> The U.S. amendments called for the striking out of art. IV and the renumbering of art. V. Art. IV of the treaty as signed reads as follows: "Pending the investigation and report of the International Commission, the high contracting parties agree not to increase their military or naval programs, unless danger from a third power should compel such increase, in which case the party feeling itself menaced shall confidentially communicate the fact in writing to the other contracting party, whereupon the latter shall also be released from its obligation to maintain its military and naval status quo."

<sup>2</sup> TS 598-A, *post*, p. 494.

<sup>3</sup> TS 598-B, *post*, p. 496.

<sup>4</sup> TS 717, *ante*, vol. 2, p. 387.

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon the following articles:

#### ARTICLE I

The high contracting parties agree that all disputes between them, of every nature whatsoever, which diplomacy shall fail to adjust, shall be submitted for investigation and report to an International Commission, to be constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and report.

#### ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments. The expenses of the Commission shall be paid by the two Governments in equal proportion.

The International Commission shall be appointed within four months after the exchange of the ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.<sup>5</sup>

#### ARTICLE III

In case the high contracting parties shall have failed to adjust a dispute by diplomatic methods, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, act upon its own initiative, and in such case it shall notify both Governments and request their cooperation in the investigation.

The report of the International Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the high contracting parties shall extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The high contracting parties reserve the right to act independently on the subject-matter of the dispute after the report of the Commission shall have been submitted.

#### ARTICLE IV

The present treaty shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof; and by the President of the Republic of Guatemala, with the approval of the Congress thereof; and the ratifications shall be exchanged as soon as possible.

<sup>5</sup> For extensions of time for organization of commission, see agreements of Nov. 3, 1915 (TS 598-A), *post*, p. 494, and June 1, 1916 (TS 598-B), *post*, p. 496.

It shall take effect immediately after the exchange of ratifications, and shall continue in force for a period of five years; and it shall thereafter remain in force until twelve months after one of the high contracting parties have given notice to the other of an intention to terminate it.

In witness whereof the respective plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done in Washington on the 20th day of September, in the year of our Lord nineteen hundred and thirteen.

WILLIAM JENNINGS BRYAN [SEAL]

JOAQUÍN MÉNDEZ [SEAL]

## ADVANCEMENT OF PEACE: APPOINTMENT OF COMMISSION

*Exchange of notes at Washington November 3, 1915, amending treaty  
of September 20, 1913*

*Entered into force November 3, 1915*

Treaty Series 598-A

*The Secretary of State to the Guatemalan Minister*

DEPARTMENT OF STATE  
WASHINGTON, November 3, 1915

EXCELLENCY:

It not having been found possible to complete the International Commission provided for in the Treaty of September 20, 1913<sup>1</sup> between the United States and Guatemala, looking to the advancement of the general cause of peace, within the time specified in the Treaty, which expired February 13, 1915, I have the honor to suggest for the consideration of your Government that the time within which the organization of the Commission may be completed be extended by an exchange of notes from February 13, 1915 to January 1, 1916.

Your formal notification in writing, of the same date as this, that your Government receives the suggestion favorably, will be regarded on this Government's part as sufficient to give effect to the extension, and I shall be glad to receive your assurance that it will be so regarded by your Government also.

Accept, Sir, the renewed assurances of my highest consideration.

ROBERT LANSING

Señor DON JOAQUIN MÉNDEZ,  
*The Minister of Guatemala,  
Washington.*

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<sup>1</sup> TS 598, *ante*, p. 491.

*The Guatemalan Minister to the Secretary of State*

LEGACION DE GUATEMALA  
WASHINGTON. *November 3rd. 1915*

## EXCELLENCY:

I have the honour to acknowledge the receipt of Your Excellency's note of to-day, in which Your Excellency suggests, that as it was not possible to complete the International Commission provided for in the Treaty of September 20, 1913, between the United States and Guatemala, looking to the advancement of the general cause of Peace, within the time specified in the Treaty, which expired February 13, 1915, that the time within which the organization of the Commission may be completed be extended by an exchange of notes from February 13, 1915 to January 1, 1916.

In answer to Your Excellency's note, I beg to state that the Government of Guatemala receives the suggestion most favourably, and I therefore believe that this answer of mine in the name of my Government can be regarded as the completing of the exchange of notes.

I avail myself of the opportunity to renew to Your Excellency, the assurances of my highest consideration and esteem.

JOAQUIN MÉNDEZ

His Excellency

ROBERT LANSING,

*Secretary of State of the United States of America,*

*Etc., etc., etc.*

*Washington, D.C.*

## ADVANCEMENT OF PEACE: APPOINTMENT OF COMMISSION

*Exchange of notes at Washington June 1, 1916, amending treaty of  
September 20, 1913*

*Entered into force June 1, 1916*

Treaty Series 598-B

*The Secretary of State to the Guatemalan Minister*

DEPARTMENT OF STATE  
WASHINGTON, June 1, 1916

SIR:

It not having been found possible to complete the International Commission provided for in the Treaty of September 20, 1913,<sup>1</sup> between the United States and Guatemala, looking to the advancement of the general cause of peace, within the time specified in the treaty and extended by the notes exchanged between us on November 3, 1915,<sup>2</sup> I have the honor to suggest, for the consideration of your Government, that the time within which the organization of the Commission may be completed be extended by an exchange of notes from January 1, 1916, to July 1, 1916.

Your formal notification in writing of the same date as this that your Government receives the suggestion favorably, will be regarded on this Government's part as sufficient to give effect to the extension, and I shall be glad to receive your assurance that it will be so regarded by your Government also.

Accept, Sir, the renewed assurances of my highest consideration.

ROBERT LANSING

Señor DON JOAQUÍN MÉNDEZ,  
*Minister of Guatemala.*

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<sup>1</sup> TS 598, *ante*, p. 491.

<sup>2</sup> TS 598-A, *ante*, p. 494.

*The Guatemalan Minister to the Secretary of State*

LEGACION DE GUATEMALA  
WASHINGTON. *June 1st, 1916*

YOUR EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of this morning referring to it not having been found possible to complete the International Commission provided for in the Treaty of September 20, 1913 between the United States and Guatemala, looking to the advancement of the general cause of peace, within the time specified in the treaty and extended by the notes exchanged between Your Excellency and myself on November 3, 1915, and suggesting that the time within which the organization of the Commission may be completed be extended by an exchange of notes from January the 1st, 1916, to July 1st, 1916.

I beg to inform Your Excellency that Your Excellency's suggestion has been favorably received by my Government and that therefore with Your Excellency's Government's acquiescence through this exchange of notes we consider the time, for the completion of the said International Commission, extended until July 1, 1916.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration and respect.

JOAQUÍN MÉNDEZ

His Excellency

ROBERT LANSING

*Secretary of State of the United States of America.*

*Etc., etc., etc.*

*Washington, D.C.*

## TRAVELING SALESMEN

*Convention signed at Washington December 3, 1918*

*Senate advice and consent to ratification December 19, 1918*

*Ratified by the President of the United States February 25, 1919*

*Ratified by Guatemala May 20, 1919*

*Ratifications exchanged at Washington August 25, 1919*

*Entered into force August 25, 1919*

*Proclaimed by the President of the United States August 27, 1919*

41 Stat. 1669; Treaty Series 642

The United States of America and the Republic of Guatemala being desirous to foster the development of commerce between them and to increase the exchange of commodities by facilitating the work of traveling salesmen have agreed to conclude a convention for that purpose and have to that end appointed as their plenipotentiaries:

The President of the United States of America, Robert Lansing, Secretary of State of the United States; and

The President of the Republic of Guatemala, Señor Don Joaquín Méndez, His Envoy Extraordinary and Minister Plenipotentiary to the United States,

who having communicated to each other their full powers, which were found to be in due form, have agreed upon the following articles:

### ARTICLE I

Manufacturers, merchants, and traders domiciled within the jurisdiction of one of the High Contracting Parties may operate as commercial travelers either personally or by means of agents or employés within the jurisdiction of the other High Contracting Party on obtaining from the latter, upon payment of a single fee, a license which shall be valid throughout its entire territorial jurisdiction.

In case either of the High Contracting Parties shall be engaged in war, it reserves to itself the right to prevent from operating within its jurisdiction under the provisions of this treaty, or otherwise, enemy nationals or other aliens whose presence it may consider prejudicial to public order and national safety.

## ARTICLE II

In order to secure the license above mentioned the applicant must obtain from the country of domicile of the manufacturers, merchants, and traders represented a certificate attesting his character as a commercial traveler. This certificate, which shall be issued by the authority to be designated in each country for the purpose, shall be viséed by the consul of the country in which the applicant proposes to operate, and the authorities of the latter shall, upon the presentation of such certificate, issue to the applicant the national license as provided in Article I.

## ARTICLE III

A commercial traveler may sell his samples without obtaining a special license as an importer.

## ARTICLE IV

Samples without commercial value shall be admitted to entry free of duty. Samples marked, stamped, or defaced, in such manner that they cannot be put to other uses, shall be considered as objects without commercial value.

## ARTICLE V

Samples having commercial value shall be provisionally admitted upon giving bond for the payment of lawful duties if they shall not have been withdrawn from the country within a period of six (6) months.

Duties shall be paid on such portion of the samples as shall not have been so withdrawn.

## ARTICLE VI

All customs formalities shall be simplified as much as possible with a view to avoid delay in the despatch of samples.

## ARTICLE VII

Peddlers and other salesmen who vend directly to the consumer, even though they have not an established place of business in the country in which they operate, shall not be considered as commercial travelers, but shall be subject to the license fees levied on business of the kind which they carry on.

## ARTICLE VIII

No license shall be required of:

- (a) Persons traveling only to study trade and its needs, even though they initiate commercial relations, provided they do not make sales of merchandise.
- (b) Persons operating through local agencies which pay the license fee or other imposts to which their business is subject.
- (c) Travelers who are exclusively buyers.

## ARTICLE IX

Any concessions affecting any of the provisions of the present Treaty that may hereafter be granted by either High Contracting Party, either by law or by treaty or convention, shall immediately be extended to the other party.

## ARTICLE X

This Convention shall be ratified; and the ratifications shall be exchanged at Washington or Guatemala within two years, or sooner if possible.

The present Convention shall remain in force until the end of six months after either of the High Contracting Parties shall have given notice to the other of its intention to terminate the same, each of them reserving to itself the right of giving such notice to the other at any time. And it is hereby agreed between the parties that, on the expiration of six months after such notice shall have been received by either of them from the other party as above mentioned, this Convention shall altogether cease and terminate.

In testimony whereof the respective plenipotentiaries have signed these articles and have thereunder affixed their seals.

Done in duplicate, at Washington, the 3 day of December, 1918.

ROBERT LANSING      [SEAL]

JOAQUÍN MÉNDEZ      [SEAL]

## MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

*Exchange of notes at Washington August 14, 1924*

*Entered into force August 14, 1924*

*Supplanted June 15, 1936, by agreement of April 24, 1936*<sup>1</sup>

Treaty Series 696

*The Acting Secretary of State to the Guatemalan Minister*

DEPARTMENT OF STATE  
WASHINGTON, August 14, 1924

SIR: I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Washington by representatives of the Government of the United States and the Government of the Republic of Guatemala with reference to the treatment which the United States shall accord to the commerce of Guatemala and which Guatemala shall accord to the commerce of the United States.

These conversations have disclosed a mutual understanding between the two Governments which is that, in respect to import, export and other duties and charges affecting commerce, as well as in respect to transit, warehousing and other facilities, the United States will accord to Guatemala and Guatemala will accord to the United States, its territories and possessions unconditional most-favored-nation treatment.

It is understood that

No higher or other duties shall be imposed on the importation into or disposition in the United States, its territories or possessions of any articles the produce or manufacture of Guatemala than are or shall be payable on like articles the produce or manufacture of any foreign country;

No higher or other duties shall be imposed on the importation into or disposition in Guatemala of any articles the produce or manufacture of the United States, its territories or possessions than are or shall be payable on like articles the produce or manufacture of any foreign country;

Similarly, no higher or other duties shall be imposed in the United States, its territories or possessions or in Guatemala on the exportation of any articles

<sup>1</sup> EAS 92, *post*, p. 517.

to the other, or to any territory or possession of the other, than are payable on the exportation of like articles to any foreign country;

Every concession with respect to any duty or charge affecting commerce now accorded or that may hereafter be accorded by the United States or by Guatemala, by law, proclamation, decree or commercial treaty or agreement, to the products of any third country will become immediately applicable without request and without compensation to the commerce of Guatemala and of the United States, its territories and possessions, respectively:

Provided that this understanding does not relate to

(1) The treatment which the United States accords or may hereafter accord to the commerce of Cuba or any of the territories or possessions of the United States or the Panama Canal Zone, or to the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions or to the commerce of its territories or possessions with one another;

(2) The treatment which Guatemala may accord to the commerce of Costa Rica, Honduras, Nicaragua and/or El Salvador;

(3) Prohibitions or restrictions of a sanitary character or designed to protect human, animal or plant life or regulations for the enforcement of police or revenue laws.

The present arrangement shall become operative on the day of signature and, unless sooner terminated by mutual agreement, shall continue in force until thirty days after notice of its termination shall have been given by either party; but should either party be prevented by future action of its legislature from carrying out the terms of this arrangement, the obligations thereof shall thereupon lapse.

I shall be glad to have your confirmation of the accord thus reached.  
Accept, Sir, the renewed assurance of my highest consideration.

JOSEPH C. GREW  
*Acting Secretary*

SEÑOR DON FRANCISCO SÁNCHEZ LATOUR,  
*Minister of Guatemala.*

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*The Guatemalan Minister to the Acting Secretary of State*

LEGACION DE GUATEMALA  
WASHINGTON, August 14th, 1924

EXCELLENCY: I have the honour to acknowledge the receipt of Your Excellency's esteemed note of the 14th. day of August, 1924, containing a statement of Your Excellency's understanding of the agreement reached

through recent conversations held at Washington by representatives of the Government of the United States and the Government of Guatemala with reference to the treatment which the United States shall accord to the commerce of Guatemala and which Guatemala shall accord to the commerce of the United States.

These conversations have disclosed a mutual understanding between the two Governments which is that, in respect to import, export and other duties and charges affecting commerce, as well as in respect to transit, warehousing and other facilities, the United States will accord to Guatemala and Guatemala will accord to the United States, its territories and possessions unconditional most-favored-nation treatment.

It is understood that

[For text of understanding, see U.S. note, above.]

I beg to inform Your Excellency that I have received instructions from my Government to confirm our agreement and to send Your Excellency this note in answer to yours.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest respect and consideration.

FRANCISCO SÁNCHEZ LATOUR

HIS EXCELLENCY

JOSEPH C. GREW,

*Acting Secretary of State, etc., etc., etc., Washington, D.C.*

## WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Guatemala June 10, 1925*

*Entered into force July 1, 1925*

*Supplemented by agreement of December 1, 1954*<sup>1</sup>

*Made obsolete by agreement of May 30, 1956*<sup>2</sup>

Department of States files

*The American Minister to the Minister of Foreign Affairs*

No. 149

GUATEMALA, June 10, 1925

MR. SECRETARY:

I have the honor to confirm conversations with Your Excellency in which it was agreed that the Government of the United States will, from the first day of July, 1925, collect no fee for visaing passports or executing applications therefor in the case of citizens of Guatemala desiring to visit the United States (including the insular possessions) who are not "immigrants" as defined in the Immigration Act of the United States of 1924;<sup>3</sup> namely, "(1) a government official, his family, attendants, servants, and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation"; and that from the same date the Government of Guatemala will collect no fee for visaing passports or executing application therefor in the case of non-immigrant citizens of the United States, or like classes, desiring to visit or leave Guatemala; nor will the Government of Guatemala collect from any citizen of the United States any fee for issuing or visaing any document of entry or of departure other than a passport, or executing application therefor, insofar as the Government of the United States reciprocates in that respect.

<sup>1</sup> 5 UST 2967; TIAS 3154.

<sup>2</sup> 7 UST 1075; TIAS 3589.

<sup>3</sup> 43 Stat. 153.

This agreement has no bearing upon and does not affect the collection of head taxes at American ports.

I avail myself of this opportunity to renew to Your Excellency assurances of my highest and most distinguished consideration.

ARTHUR H. GEISSLER

His Excellency

THE SECRETARY OF STATE FOR FOREIGN AFFAIRS,  
*Guatemala.*

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*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

GUATEMALA, *June 10, 1925*

MR. MINISTER:

I have the honor to confirm certain conversations which I have had with Your Excellency and in which it was agreed that the Government of the United States, on and after July 1, 1925, will not charge fees for visaing passports or filling out application blanks therefor in the case of citizens of Guatemala who wish to visit the United States (including the insular possessions) and who are not immigrants according to the definition given by the United States Immigration Law of 1924, to-wit: (1) Government officials, their family, servants and employees; (2) foreigners who visit the United States temporarily as tourists or temporarily on business or pleasure trips; (3) foreigners in continual transit through the United States; (4) foreigners legally admitted into the United States and who later on travel through the territory of the United States, passing through contiguous foreign territory; (5) bona fide foreign seamen who render service as such on board a ship which calls at a port of the United States and who desire to enter temporarily the United States only in the performance of their duties as seamen; and (6) foreigners authorized to enter the United States only in order to trade in accordance with the stipulations of the clauses of the treaty on commerce and navigation which is at present in force; and that on and after the same date the Government of Guatemala shall not charge fees for visaing passports or filling out application blanks in the case of non-immigrant citizens of the United States, of like category, who desire to visit or leave Guatemala, nor shall the Government of Guatemala charge any citizen of the United States any fee for issuing or visaing any kind of entry or departure documents other than passports or for filling out application blanks therefor, when the United States grants reciprocity in this respect.

This agreement does not cover or affect the collection of the "head tax" in American ports.

I avail myself of this opportunity, etc.

ROB. LÖWENTHAL

His Excellency ARTHUR H. GEISSLER,  
*E. E. and M. P. of the U. S.,*  
*City.*

## CLAIMS: THE CASE OF P. W. SHUFELDT

*Exchange of notes at Guatemala November 2, 1929*

*Entered into force November 2, 1929*

*Terminated upon fulfillment of its terms*<sup>1</sup>

Department of State files

*The American Minister to the Minister of Foreign Affairs*

GUATEMALA, November 2, 1929

MR. MINISTER:

Referring to previous correspondence between the Legation and the Guatemalan Foreign Office concerning the claim of P. W. Shufeldt against the Government of Guatemala, which claim has been espoused by the Government of the United States, it is agreed by the two Governments that this question shall be submitted to Sir Herbert Sisnett, Chief Justice of British Honduras, as Arbitrator. The question to be submitted to the Arbitrator is as follows:

1. Has P. W. Shufeldt, a citizen of the United States, as cessionary of the rights of Víctor M. Morales I. and Francisco Nájera Andrade, the right to claim a pecuniary indemnification for damages and injuries which may have been caused to him by the promulgation of the Legislative Decree of the Assembly of Guatemala No. 1544, by which it disapproved the contract of February 4, 1922, for the extraction of a minimum of 75,000 quintales of chicle, in a defined area in the Department of the Petén, the cession of Nájera Andrade and Morales in favor of Shufeldt having been made by contract of February 11, 1924 [1922]?

2. In case the Arbitrator declare that Shufeldt does have the right to having an indemnification paid to him by the Government of Guatemala, what sum should the Government of Guatemala in justice pay to the Government of the United States for the account of Shufeldt?

It is proposed that the following procedure shall govern the presentation and adjudication of the case by the Tribunal, and the payment of the award, if any:

1. The Tribunal shall sit at Belize, residence of the Arbitrator.

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<sup>1</sup> The arbitrator returned an award in favor of the claimant on July 24, 1930.

2. Each Government shall appoint one or more representatives who shall have the authority necessary to appear before the Arbitrator and to represent it.

3. The first day of February 1930 is fixed as the day on which the representatives of the parties shall present their credentials to the Arbitrator either in person or through their respective consular officers. If they be in good and due form, the Arbitrator shall declare the proceedings open.

4. The representatives of the parties shall submit to the Arbitrator a written statement which shall comprise their respective points of view in the relation of the facts, the statements of the juridic points upon which their cause is based and all the proofs which they may wish to present as basis for their claims. They may be set forth in English or in Spanish. The term, within which the statement of their cause must be presented by the parties, is that of thirty days counted from the time when the Arbitrator declares the proceedings open.

5. Each party shall deliver to the other party a textual copy of its statements, allegations and proofs when the originals thereof are submitted to the Arbitrator.

6. Within sixty days counted from the day on which the last of the parties presented the statement of its cause, in conformity with article 4, each party shall have the right to present a written reply to the allegations of the other party. A copy of that reply shall be delivered to the other at the time of being presented to the Arbitrator.

7. Within thirty days following the termination of the sixty days' period mentioned in article 6, the parties may present oral or written arguments to the Arbitrator, summarizing the proofs and arguments produced in the statements, but no additional evidence shall be presented except at the request of the Arbitrator.

8. Each Government shall have the right to exhibit all documents pertaining to the subject-matter of the arbitration, and the original documents or copies certified by a notary or public officials, whatever may be their character, and to request the production of such documents by the other party.

9. The Arbitrator shall have authority to establish such rules of procedure as he may deem opportune and conducive to the success of the arbitral proceeding, always provided that they do not contradict the bases laid down in the protocol of arbitration.

10. The Tribunal shall keep a record of its proceedings. The two Governments shall assign to the Tribunal such amanuenses, interpreters and employees as may be necessary. The Tribunal is authorized to administer oaths to witnesses and to take evidence on oath.

11. The decision of the Tribunal shall be given within a period of sixty days following the termination of the thirty days' period mentioned in article 7. The decision, when made, shall be forthwith communicated to the Gov-

ernments at Guatemala and Washington. It shall be accepted as final and binding upon the two Governments.

12. Each Government shall pay its own expenses and one half of the common expenses of the arbitration.

13. The amount granted by the award, if any, shall be payable in gold coin of the United States at the Department of State, Washington, within one year after the rendition of the decision by the Tribunal, with interest at six per centum per annum, beginning to run one month after the rendition of the decision.

14. The honorarium and emoluments of the Arbitrator shall be as agreed upon in previous correspondence.

I avail myself [etc.]

ARTHUR H. GEISSLER

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*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

GUATEMALA, *November 2, 1929*

MR. MINISTER:

With reference to previous correspondence between the Ministry of Foreign Affairs and the United States Legation concerning the claim of P. W. Shufeldt against the Government of Guatemala, a claim sponsored by the Government of the United States, I am happy to inform Your Excellency that my Government has willingly accepted the text proposed in your note, which sets forth the two aspects of the matter to be resolved by the Chief Justice of British Honduras, acting as arbitrator. The text is as follows:

1. Is P. W. Shufeldt, a citizen of the United States, as the assignee in law of Víctor M. Morales I. and Francisco Nájera Andrade, entitled to claim damages as a result of the promulgation of Legislative Decree No. 1544 of the Assembly of Guatemala, which invalidated the contract of February 4, 1922 for the extraction of at least 75,000 quintals of chicle from a specific area in the Department of Petén, the assignment by Nájera Andrade and Morales to Shufeldt having been made in a contract dated February 11, 1924 [1922]?

2. In the event the arbitrator finds that Shufeldt is in fact entitled to compensation from the Government of Guatemala, what is considered to be the fair amount the Government of Guatemala should pay the Government of the United States as settlement for Shufeldt?

The Government of Guatemala has also approved the procedure to be followed for presenting the case before the Tribunal, for conducting the debate and reaching the findings, and for paying the compensation, if payment is ordered. The procedure is as follows:

1. The Tribunal will sit at Belize, the arbitrator's residence.
2. Each Government will designate one or more representatives with the required status to appear before the arbitrator.
3. February 1, 1930 is designated the date when the representatives of the parties shall present their powers to the arbitrator, personally or through their consuls. If the powers are found to be in order, the arbitrator shall declare the hearing open.
4. The representatives of the parties shall submit a written statement to the arbitrator containing their views on the matter, a statement of the points of law on which they base their cases, and all evidence they wish to present as a foundation for their claims. The statements may be in English or in Spanish. The parties shall present the statement of their cases within thirty days after the hearing is opened by the arbitrator.
5. Upon presentation of the originals to the arbitrator, each party shall present to the other party a complete copy of its statements, allegations, and evidence.
6. Within sixty days after the date on which the second party presented a statement of its case, pursuant to article 4, each party shall be entitled to reply to the allegations of the other. A copy of the reply shall be delivered to the other party at the time of delivery to the arbitrator.
7. Within thirty days after the end of the sixty-day period referred to in article 6 the parties may present their allegations to the arbitrator orally or in writing, summarizing the evidence and arguments contained in their statements; but no additional evidence shall be introduced unless requested by the arbitrator.
8. Each Government may present documents related to the subject of the arbitration as well as original documents or duly notarized or authenticated copies of any kind, and it may request presentation of such documents by the other party.
9. The arbitrator may establish such rules as he deems appropriate or conducive to the successful completion of the arbitration, provided they are not in conflict with the bases established in the arbitration protocol.
10. The Tribunal shall keep a record of its proceedings.

The two Governments will assign necessary reporters, translators, and clerks to the Tribunal. The Tribunal shall be authorized to administer oaths and to receive testimony under oath.
11. The Tribunal shall hand down its award within a sixty-day period following the thirty-day period referred to in article 7. The Governments at Guatemala and Washington shall be informed immediately when the Tribunal reaches a decision. The two Governments shall accept the award as final and binding.
12. Each Government will defray its own expenses and half of the expenses incurred jointly for the arbitration.

13. The amount fixed by the findings of the Tribunal, should payment be ordered, shall be payable in United States gold currency to the Department of State at Washington within one year after the Tribunal has handed down its award; one month after the Tribunal has handed down its award the amount will begin to draw 6 percent annual interest.

14. The arbitrator's fees and stipends were agreed upon in previous correspondence.

I avail myself of this opportunity (etc.)

ED. AGUIRRE V.

## AIR TRANSIT

*Exchange of notes at Guatemala April 23 and May 27, 1935*  
*Entered into force May 27, 1935*  
*Terminated November 29, 1947*<sup>1</sup>

Department of State files

*The American Minister to the Minister of Foreign Affairs*

No. 24

GUATEMALA, April 23, 1935

EXCELLENCY:

I have the honor to inform Your Excellency that I now have my Government's views with respect to the opinion of the General Bureau of Civil Aeronautics concerning the interpretation of Article IV of the Habana Convention<sup>2</sup> on Commercial Aviation, which was transcribed in Your Excellency's courteous note No. 1529 of February 19, 1935.

The opinion sets forth that:

“ . . . in order to facilitate international air traffic of pleasure or touring aircraft over the territory of the Republic and in order that the Government of Guatemala may cooperate with that of the United States of America, it can be agreed to exempt said aircraft from soliciting the prior respective permission, but leaving continually in force the obligation to give notice with the anticipation necessary for the information of the appropriate authorities. Said notice must contain: the type of airship, its individual marks and identification, the name of the pilot, and the approximate date of its arrival. In order that the Government may receive the notice with the greatest promptness and to avoid consequent annoyances, it might be agreed that said notice would be sent directly to the Ministry under your charge” (the Ministry of Fomento).

The General Bureau states further that

“ . . . the prior notice of the arrival of a pleasure or tourist aircraft in territory of the Republic does not imply a request for a permit. . . . The aircraft under obligation to give notice does not thereby contract the obliga-

<sup>1</sup> Date of termination, as to the United States, of convention signed at Havana Feb. 20, 1928 (TS 840, *ante*, vol. 2, p. 698).

<sup>2</sup> TS 840, *ante*, vol. 2, p. 698.

tion to await the reply, since, as has already been said, it is not a question of a permit but of a simple announcement of its arrival”.

The procedure thus proposed by the General Bureau, with the approval of the Ministry of Fomento, is satisfactory to the Government of the United States, and I will hereinafter submit for the consideration of the appropriate Guatemalan authorities an arrangement for carrying it into effect.

I am instructed to point out however, that, while the Government of the United States and the Government of Guatemala are now willing that the private aircraft of either country shall be permitted to enter the other country without the necessity of obtaining special authorization for each flight, the Government of Guatemala considers that such procedure would constitute a special agreement under Article XXX of the Habana Convention, while the Government of the United States considers that the procedure is already authorized under Article IV of the Convention. I will add that, while all the Latin American countries that have ratified the Habana Convention on Commercial Aviation, with the exception of Mexico and Guatemala, have agreed to my Government's interpretation of Article IV, and while the Department of State would much prefer to have a uniform understanding regarding this article, my Government is not disposed to press this phase of the matter with the Guatemalan Government at this time. On the contrary, my Government is now prepared to give effect to the proposed procedure without the necessity of entering into a further discussion as to the interpretation of the articles of the Convention, each Government reserving its position as to what it considers to be the proper interpretation of these articles and deferring a further discussion of the matter to some time in the future when some occasion may arise requiring a review of the subject.

I am therefore instructed to propose the following arrangement for carrying into effect the procedure now agreed upon by the two Governments:

The Department of State would address a communication to the appropriate agency of the Government of the United States reading as follows:

As parties to the Habana Convention on Commercial Aviation adopted at Habana, Cuba, on February 20, 1928, the Government of the United States of America and the Government of Guatemala have reached an understanding that the private aircraft of either country engaged in pleasure or tourist flights may enter territory of the other country without the necessity of obtaining special authorization for each flight from the Government of the latter country.

Such right of entry is, however, conditioned upon compliance with the technical requirements as to entry and clearance and other regulations in force in the country entered.

In the case of aircraft of the United States departing for Guatemala advance notice of the intended arrival of the aircraft in Guatemala must be

given by the pilot of the aircraft. This notice must be communicated by the pilot directly to the Ministry of Fomento, Guatemala City and must contain the following data: type of aircraft, its individual marks and identification, the name of the pilot, and the approximate date of the arrival of the aircraft.

In communicating the foregoing statement to the appropriate agency of the Government of the United States, the Department of State would request that the authorities of the Government of the United States concerned with the entry of aircraft be informed of the right of Guatemalan aircraft to enter the United States without obtaining special authorization for each flight.

In like manner, the Government of Guatemala, if the proposed communication set forth above is acceptable to it, would furnish the following statement for the guidance of the officials in Guatemala who are concerned with the entry of foreign aircraft:

As parties to the Habana Convention on Commercial Aviation adopted at Habana, Cuba, on February 20, 1928, the Government of Guatemala and the Government of the United States of America have reached an understanding that the private aircraft of either country engaged in pleasure or tourist flights may enter territory of the other country without the necessity of obtaining special authorization for each flight from the Government of the latter country.

Such right of entry is, however, conditioned upon compliance with the technical requirements as to entry and clearance and other regulations in force in the country entered.

In the case of aircraft of Guatemala departing for the United States, advance notice of the intended arrival of the aircraft must be given by the pilot of the aircraft to the collector of customs at the place of first landing in the United States, which must be an airport of entry unless provision for landing elsewhere is made in advance with the proper United States customs officials. The notice of intended arrival must contain the following data: type of aircraft, the markings thereon, the name of the pilot, and the approximate time of arrival of the aircraft.

I will greatly appreciate Your Excellency's further cooperation in this matter to the end that I may be advised, for the information of my Government, whether the proposed arrangement is agreeable to the authorities of this Government.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

MATTHEW E. HANNA

*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS  
REPUBLIC OF GUATEMALANo. 6173  
360.A. (73/0)GUATEMALA, *May 27, 1935*

MR. MINISTER:

With reference to the Legation's courteous note No. 24, of April 23, last, I have the honor to transcribe to Your Excellency the report which the General Bureau of Civil Aeronautics has submitted to the Minister of Fomento, and which says literally:

GENERAL BUREAU OF CIVIL AERONAUTICS  
*Guatemala, May 18, 1935*

MR. MINISTER:

Complying with the foregoing instruction, I have the honor to inform you as follows with respect to the agreement for putting into effect the procedure proposed by this Bureau with the approval of the Ministry under your charge, which agreement the Minister of the United States of America has been pleased to submit for the consideration of the appropriate Guatemalan authorities in view of said procedure having been found satisfactory to the Government of the United States.

The General Bureau of Civil Aeronautics under my charge finds said agreement acceptable in that it is entirely in accord with the point of view which was submitted for your approval; but, in order that the communication which the Department of State will send to the appropriate office of the Government of the United States may be more in consonance with the instruction which the Government of Guatemala will have to give, for their information and guidance, to the authorities of Guatemala concerned with the entrance of foreign aircraft, I propose that said communication should be worded as follows:

As parties to the Habana Convention on Commercial Aviation adopted at Habana, Cuba, on February 20, 1928, the Government of the United States of America and the Government of Guatemala have reached an understanding that the private aircraft of either country engaged in pleasure or tourist flights may enter territory of the other country without the necessity of obtaining special authorization for each flight from the Government of the latter country.

Such right of entry is, however, conditioned upon compliance with the technical requirements as to entry and clearance and other regulations in force in the country entered.

In case of aircraft of the United States departing for Guatemala, advance notice of the intended arrival of the aircraft in Guatemala must be given by the pilot of the aircraft, which should be in an airport of entrance unless

prior authorization to land elsewhere be obtained from the Ministry of Fomento of Guatemala.

This notice must be communicated by the pilot directly to the Ministry of Fomento, Guatemala City and must contain the following data: type of aircraft, its individual marks and identification, the name of the pilot, and the approximate date of the arrival of the aircraft.

The only difference between the foregoing proposal and that in the agreement which the Minister of the United States has been pleased to submit for the consideration of the Government of Guatemala is in the part that says:

“. . . which should be in an airport of entrance unless prior authorization to land elsewhere be obtained from the Ministry of Fomento of Guatemala.”

Said paragraph has been added for the reason that only airports of entrance and departure have customs authorities, that is to say, the airports of “L Aurora” and Barrios.

I have the honor to submit the foregoing to the consideration of the Minister for whatever he may decide with respect to the proposal made by this General Bureau.

With assurances of my high consideration and respect.

JOSÉ F. MEJÍA [SEAL]

MR. MINISTER OF FOMENTO

*Present*

I avail myself of this opportunity to repeat to Your Excellency the assurances of my highest and most distinguished consideration.

A. SKINNER KLEE

## RECIPROCAL TRADE

*Agreement signed at Guatemala April 24, 1936*<sup>1</sup>

*Proclaimed by Guatemala May 9, 1936*

*Proclaimed by the President of the United States May 16, 1936*

*Entered into force June 15, 1936*

*Terminated October 15, 1955, by agreement of August 2 and September 28, 1955*<sup>2</sup>

49 Stat. 3989; Executive Agreement Series 92

The President of the United States of America and the President of the Republic of Guatemala, being desirous of strengthening the bonds of friendship between the two countries by maintaining the principle of equality of treatment as the basis of commercial relations and by granting mutual and reciprocal concessions for the promotion of trade, have, through their respective Plenipotentiaries, arrived at the following Agreement:

### ARTICLE I

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I<sup>1</sup> annexed to this Agreement and made a part thereof, shall, on their importation into the Republic of Guatemala, be exempt from ordinary customs duties in excess of those set forth in the said Schedule. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the Republic of Guatemala in force on the day of the signature of this Agreement.

### ARTICLE II

Articles the growth, produce or manufacture of the Republic of Guatemala, enumerated and described in Schedule II annexed to this Agreement and made a part thereof, shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth in the said Schedule. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection

<sup>1</sup> For schedules annexed to agreement, see 49 Stat. 4002 or p. 15 of EAS 92.

<sup>2</sup> 6 UST 4071; TIAS 3419.

with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the United States of America in force on the day of the signature of this Agreement.

### ARTICLE III

The United States of America and the Republic of Guatemala agree that the notes included in Schedules I and II, respectively, are hereby given force and effect as integral parts of this Agreement.

### ARTICLE IV

Articles the growth, produce or manufacture of the United States of America or the Republic of Guatemala, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions, other or higher than those payable on like articles of national origin or any other foreign origin.

### ARTICLE V

In respect of articles the growth, produce or manufacture of the United States of America or the Republic of Guatemala, enumerated and described in Schedules I and II, respectively, imported into the other country, on which ad valorem rates of duty or duties based upon or regulated in any manner by value, are or may be assessed, it is understood and agreed that the bases and methods of determining dutiable value and of converting currencies shall be no less favorable to importers than the bases and methods prescribed under laws and regulations of the Republic of Guatemala and the United States of America, respectively, in force on the day of the signature of this Agreement.

### ARTICLE VI

1. The Republic of Guatemala will not impose any prohibition, import or customs quotas, import licenses or any other form of quantitative regulation, whether or not operated in connection with any agency of centralized control, on the importation or sale of any article the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I, nor will the United States of America impose any prohibition, import or customs quotas, import licenses or any other form of quantitative regulation, whether or not operated in connection with any agency of centralized control, on the importation or sale of any article the growth, produce or manufacture of the Republic of Guatemala, enumerated and described in Schedule II.

2. The foregoing provision shall not apply to:

(a) Prohibitions or restrictions (1) imposed on moral or humanitarian grounds; (2) designed to protect human, animal or plant life; (3) relating

to prison made goods; or (4) relating to the enforcement of police or revenue laws; or to

(b) Quantitative restrictions in whatever form, imposed by the United States of America or the Republic of Guatemala on the importation or sale of any article the growth, produce or manufacture of the other country, in conjunction with governmental measures operating to regulate or control the production, market supply or prices of like domestic articles, or tending to increase the labor costs of production of such articles. Whenever the Government of either country proposes to establish or change any restriction authorized by this subparagraph, it shall give notice thereof in writing to the other Government and shall afford such other Government an opportunity within thirty days after receipt of such notice to consult with it in respect of the proposed action; and if an agreement with respect thereto is not reached within thirty days following receipt of the aforesaid notice, the Government which proposes to take such action shall be free to do so at any time thereafter, and the other Government shall be free within fifteen days after such action is taken to terminate this Agreement in its entirety on thirty days' written notice.

3. It is understood that the provisions of this Article do not affect the application of measures directed against misbranding, adulteration and other fraudulent practices, such as are provided for in the pure food and drug laws of the United States of America, or the application of measures directed against unfair practices in import trade, such as are provided for in Section 337 of the United States Tariff Act of 1930.<sup>3</sup>

## ARTICLE VII

1. If the Government of the United States of America or the Government of the Republic of Guatemala establishes or maintains any form of quantitative restriction or control of the importation or sale of any article in which the other country has an interest, or imposes a lower import duty or charge on the importation or sale of a specified quantity of any such article than the duty or charge imposed on importations in excess of such quantity, the Government taking such action will:

(a) Give public notice of the total quantity, or any change therein, of any such article permitted to be imported or sold or permitted to be imported or sold at such lower duty or charge, during a specified period;

(b) Allot to the other country for such specified period a share of such total quantity as originally established or subsequently changed in any manner, equivalent to the proportion of the total importation of such article which such other country supplied during a previous representative period, unless it is mutually agreed to dispense with such allotment; and

<sup>3</sup> 46 Stat. 703.

(c) Give public notice of the allotments of such quantity among the several exporting countries, and at all times, upon request, advise the Government of the other country of the quantity of any such article the growth, produce or manufacture of each exporting country, which has been imported or sold or for which licenses or permits for importation or sale have been granted.

2. Neither the United States of America nor the Republic of Guatemala shall regulate the total quantity of importations into its territory or sales therein of any article in which the other country has an interest by import licenses or permits issued to individuals or organizations, unless the total quantity of such article permitted to be imported or sold during a quota period of not less than three months shall have been established, and unless the regulations covering the issuance of such licenses or permits shall have been made public before such regulations are put into force.

#### ARTICLE VIII

In the event that the Government of the United States of America or the Government of the Republic of Guatemala establishes or maintains an official monopoly or centralized agency for the importation of or trade in a particular commodity the Government establishing or maintaining such monopoly or centralized agency will give sympathetic consideration to all representations that the other Government may make with respect to alleged discriminations against its commerce in connection with purchases by such monopoly or centralized agency.

#### ARTICLE IX

The tariff advantages and other benefits provided for in this Agreement are granted by the United States of America and the Republic of Guatemala to each other subject to the condition that if the Government of either country shall establish or maintain, directly or indirectly, any form of control of foreign exchange, it shall administer such control so as to insure that the nationals and commerce of the other country will be granted a fair and equitable share in the allotment of exchange.

With respect to the exchange made available for commercial transactions, it is agreed that the Government of each country shall be guided in the administration of any form of control of foreign exchange by the principle that, as nearly as may be determined, the share of the total available exchange which is allotted to the other country shall not be less than the share employed in a previous representative period prior to the establishment of any exchange control for the settlement of commercial obligations to the nationals of such other country.

With respect to non-commercial transactions it is agreed that the Government of each country shall apply any form of control of foreign exchange

in a non-discriminatory manner as between the nationals of the other country and the nationals of any third country.

The Government of each country will give sympathetic consideration to any representations which the other Government may make in respect of the application of the provisions of this Article. If, within thirty days after the receipt of such representations, a satisfactory adjustment has not been made or an agreement has not been reached with respect to such representations, the Government making them may, within fifteen days after the expiration of the aforesaid period of thirty days, terminate this Article or this Agreement in its entirety on thirty days' written notice.

#### ARTICLE X

Any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the Republic of Guatemala to any article originating in or destined for any third country, shall be accorded immediately and unconditionally to the like article originating in or destined for the Republic of Guatemala or the United States of America, respectively. This provision refers to: customs duties or charges of any kind imposed on or in connection with importation or exportation; the method of levying such duties or charges; all rules and formalities in connection with importation or exportation; and all laws or regulations affecting the sale or use of imported goods within the country.

#### ARTICLE XI

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America or the Republic of Guatemala, respectively, pertaining to the classification of articles for customs purposes or to rates of duty shall be published promptly in such a manner as to enable traders to become acquainted with them. Such laws, regulations and decisions shall be applied uniformly at all ports of the respective country, except as otherwise specifically provided in statutes of the United States of America relating to articles imported into Puerto Rico.

No administrative ruling by the United States of America or the Republic of Guatemala effecting advances in rates of duties or in charges applicable under an established and uniform practice to imports originating in the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or with respect to articles either entered for or withdrawn for consumption prior to the expiration of thirty days after the date of publication of notice of such ruling in the usual official manner. The provisions of this paragraph do not apply to administrative orders imposing anti-dumping duties, or relating to regulations for the protection of human, animal, or plant life, or relating to public safety, or giving effect to judicial decisions.

## ARTICLE XII

In the event that a wide variation occurs in the rate of exchange between the currencies of the United States of America and the Republic of Guatemala, the Government of either country, if it considers the variation so substantial as to prejudice the industries or commerce of the country, shall be free to propose negotiations for the modification of this Agreement or to terminate this Agreement in its entirety on thirty days' written notice.

## ARTICLE XIII

There will not be imposed in the United States of America or in the Republic of Guatemala, on importations of articles the growth, produce or manufacture of the other country, greater than nominal penalties because of errors in documentation, made in the country of export, provided it can be established by the importer or other party in interest to the satisfaction of the customs authorities that the errors were clerical in origin or were made in good faith.

The Government of each country will accord sympathetic consideration to such representations as the other Government may make with respect to the operation of customs regulations, quantitative restrictions or the administration thereof, the observance of customs formalities, or the application of sanitary laws and regulations for the protection of human, animal, or plant life; and upon request it will afford adequate opportunity for consultation regarding such representations.

## ARTICLE XIV

Except as otherwise provided in the second paragraph of this Article, the provisions of this Agreement relating to the treatment to be accorded by the United States of America or the Republic of Guatemala, respectively, to the commerce of the other country, shall not apply to the Philippine Islands, the Virgin Islands, American Samoa, the Island of Guam, or to the Panama Canal Zone.

Subject to the reservations set forth in the third, fourth, and fifth paragraphs, of this Article, the provisions of Article X shall apply to articles the growth, produce or manufacture of any territory under the sovereignty or authority of the United States of America or the Republic of Guatemala, imported from or exported to any territory under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

The advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Guatemala to adjacent countries in order to facilitate frontier traffic and advantages resulting from a customs union to which either the United States of America or the Republic

of Guatemala may become a party shall be excepted from the operation of this Agreement.

The advantages now accorded or which may hereafter be accorded by the Republic of Guatemala to the commerce of Costa Rica, El Salvador, Honduras, Nicaragua or Panama, so long as any such advantage is not accorded to any other country, shall be excepted from the operation of this Agreement.

The advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect to any advantages now or hereafter accorded by the United States of America, its territories or possessions or the Panama Canal Zone to the Philippine Islands irrespective of any change in the political status of the Philippine Islands.

Unless otherwise specifically provided in this Agreement, the provisions thereof shall not be construed to apply to police or sanitary regulations; and nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the exportation of gold or silver, or to prevent the adoption of such measures as the United States of America or the Republic of Guatemala, respectively, may see fit with respect to the control of the export or sale for export of arms, munitions, or implements of war, and, in exceptional circumstances, of all other military supplies.

#### ARTICLE XV

In the event that the United States of America or the Republic of Guatemala adopts any measure which, even though it does not conflict with the terms of this Agreement, is considered by the Government of the other country to have the effect of nullifying or impairing any object of the Agreement, the Government of the country which has adopted any such measure shall consider such representations and proposals as the Government of the other country may make with a view to effecting a mutually satisfactory adjustment of the matter.

#### ARTICLE XVI

The present Agreement shall, from the date on which it comes into force, supplant the Agreement between the United States of America and the Republic of Guatemala, effected by exchange of notes signed on August 14, 1924.<sup>4</sup>

#### ARTICLE XVII

The present Agreement shall come into force on the thirtieth day following proclamation thereof by the President of the United States of America and the President of the Republic of Guatemala, or should the proclama-

<sup>4</sup> TS 696, *ante*, p. 501.

tions be issued on different days, on the thirtieth day following the date of the later in time of such proclamations, and shall remain in force for the term of three years thereafter, unless terminated pursuant to the provisions of Article VI, Article IX or Article XII. The Government of each country shall notify the Government of the other country of the date of its proclamation.

Unless at least six months before the expiration of the aforesaid term of three years the Government of either country shall have given to the other Government notice of intention to terminate this Agreement upon the expiration of the aforesaid term, the Agreement shall remain in force thereafter, subject to termination under the provisions of Article VI, Article IX or Article XII, until six months from such time as the Government of either country shall have given notice to the other Government.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

Done in duplicate, in the English and Spanish languages, both authentic, at the city of Guatemala, this 24th day of April nineteen hundred and thirty-six.

For the President of the United States of America:

SIDNEY E. O'DONOGHUE [SEAL]

For the President of the Republic of Guatemala:

J. GONZÁLES CAMPO [SEAL]

[For schedules annexed to agreement, see 49 Stat. 4002 or p. 15 of EAS 92.]

# DETAIL OF MILITARY OFFICER AS DIRECTOR OF POLYTECHNIC SCHOOL

*Agreement signed at Washington March 28, 1939*

*Entered into force March 28, 1939*

*Expired March 28, 1941*

53 Stat. 2431; Executive Agreement Series 155

## AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF GUATEMALA

In conformity with a request of the Government of the Republic of Guatemala, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926, entitled "An Act to authorize the President to detail officers and enlisted men of the United States Army, Navy and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters",<sup>1</sup> as amended by an Act of May 14, 1935,<sup>2</sup> to include the Commonwealth of the Philippine Islands, has authorized the detail of an officer to the Republic of Guatemala upon the following agreed conditions:

### TITLE I

#### *Purpose and Duration*

Art. 1. The duties of the officer so detailed shall be to serve as Director of the Polytechnic School of the Republic of Guatemala.

Art. 2. This agreement shall continue in force for two years from the date of the signature by the accredited representatives of the Governments of the United States of America and the Republic of Guatemala.

Art. 3. The agreement may be terminated if necessary in the interest of either Government upon notification duly delivered through diplomatic channels three months in advance.

Art. 4. The Ministry of War of Guatemala will grant to the officer detailed under this contract the assimilated rank of General de Brigada for the duration of this contract.

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<sup>1</sup> 44 Stat. 565.

<sup>2</sup> 49 Stat. 218.

Art. 5. The officer detailed under this contract shall be solely responsible to the Minister of War.

Art. 6. The officer detailed under this contract shall receive from the Guatemalan Government pay and allowances equal, net, to 50 percent of and additional to the pay and allowances which he receives from the Government of the United States, but such additional pay and allowances shall not exceed the sum of Three Hundred Dollars, current money of the United States of America, for any one month. The pay and allowances to be received from the Guatemalan Government shall be paid monthly in United States currency on the last day of each month in the full amount accrued to and including that day. Should the officer while so serving be promoted in the United States Army, he shall receive from the Government of the Republic of Guatemala proportionate pay and allowances for his new rank as established according to United States Army Regulations, payable as from the date of his promotion. The pay and allowances due the officer from the Guatemalan Government shall be computed from the day that he arrives at the capital of Guatemala and shall terminate on the day on which the contract is completed or is otherwise terminated as provided herein.

Art. 7. It is further stipulated that the compensation received by the officer detailed under this contract shall not be subject to any Guatemalan tax now in force or which may hereafter be imposed, but should there, however, be at present or during the life of this agreement, any taxes which may affect the said compensation, such taxes shall be borne by the Guatemalan Ministry of War in order to comply with the provisions stipulated above that the pay and allowances agreed upon shall be net.

Art. 8. The expenses of transportation by land and sea of the officer detailed under this contract, his family, household effects and baggage, including automobile, from his station in the United States of America to his place of duty in Guatemala, shall be paid in advance by the Guatemalan Government, these expenses to include the cost of packing and crating; and, except as provided in article 9 hereof, the Guatemalan Government shall also pay in advance the expense of transportation, as above defined, covering the return journey from the officer's place of duty in Guatemala to his station in the United States of America. The officer and his family shall be furnished with first-class transportation accommodations, family being construed as wife and dependent children throughout the contract. It is understood, however, that the accommodations and allowances for travel and transportation of effects shall not exceed the allowances to which the officer detailed under this contract would be entitled, for himself and his family, by virtue of his rank in the Army of the United States of America.

The household effects, baggage and automobile of this officer shall be exempt from customs duties and imposts of any kind in Guatemala.

Art. 9. If cancellation of this contract be effected upon request of the United States of America for any reason other than war between Guatemala and a foreign government or civil war in Guatemala, all expenses of the return of the officer detailed under this contract, his family and all his effects, to his station in the United States shall be borne by the Government of the United States of America; should cancellation be effected on the initiative of the Guatemalan Government or as a result of war between Guatemala and a foreign government, or as the result of the outbreak of civil war in Guatemala, the Guatemalan Government shall bear these costs.

In witness whereof two copies are signed, in English and in Spanish, both originals, in the city of Washington, D.C., this twenty-eighth day of March 1939.

CORDELL HULL            [SEAL]  
ADRIAN RECINOS        [SEAL]

## EXTRADITION

*Convention signed at Guatemala February 20, 1940, supplementing  
convention of February 27, 1903*

*Ratified by Guatemala June 20, 1940*

*Senate advice and consent to ratification November 26, 1940*

*Ratified by the President of the United States December 20, 1940*

*Ratifications exchanged at Guatemala February 6, 1941*

*Proclaimed by the President of the United States March 3, 1941*

*Entered into force March 13, 1941*

55 Stat. 1097; Treaty Series 963

### SUPPLEMENTARY CONVENTION TO THE EXTRADITION TREATY CONCLUDED BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF GUATEMALA ON FEBRUARY 27, 1903

The United States of America and the Republic of Guatemala, desiring to enlarge the list of crimes and offenses for which extradition may be granted in the terms of the Treaty concluded between the two countries on February 27, 1903;<sup>1</sup> and in the desire also to clear up certain doubts which may arise in the application of the said Treaty, and thus favor the administration of justice and prevent crime in their respective territories and jurisdictions, have resolved to conclude a supplementary Convention for that purpose and have appointed their Plenipotentiaries, to wit:

The President of the United States of America, Fay Allen DesPortes, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to the Guatemalan Government; and

The President of Guatemala, señor Licenciado Carlos Salazar, Secretary of State for Foreign Affairs,

who, after having exhibited their respective Full Powers, which were found to be in good and due form, have agreed upon the following Articles:

#### ARTICLE I

The High Contracting Parties agree to the addition of the following crimes and offenses, under number 23, to the list of the crimes and offenses specified

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<sup>1</sup> TS 425, *ante*, p. 482.

in Article 2 of the Extradition Treaty concluded between the United States of America and the Republic of Guatemala on February 27, 1903, namely:

23. Violation of the laws prohibiting or regulating the traffic in narcotics, when the penalty to which violators are liable is one year's imprisonment or more.

The High Contracting Parties also agree to amend number 23 of Article 2 of the said Treaty of 1903, to make it read as follows, renumbering it number 24:

24. Extradition shall also be granted for an attempt to commit any of the crimes or offenses listed above, or for participation in such crimes or offenses as an accessory before or after the fact, provided that all such violations are punishable with imprisonment of one year or more by the laws of both Contracting Parties.

#### ARTICLE II

This Convention shall be considered as an integral part of the said Extradition Treaty of February 27, 1903; and it is agreed that the participation as an accessory before or after the fact referred to in the foregoing Article shall be applied, in a proper case, to all the crimes or offenses listed in the said Treaty, and to the crimes or offenses included under number 23 of the Second Article of the above-mentioned Treaty, in the manner previously agreed upon.

#### ARTICLE III

In order to avoid, as far as may be possible, the doubts which might result from difference in the scope of the Spanish word "delito" and the English words "crime" and "offense", as well as the exact translation into Spanish of the expressions "attempt" and "accessories before or after the fact", and the exact translation into English of the words used in the Guatemalan penal legislation "tentativa", "cómplice" and "encubridor", the High Contracting Parties declare that for the application both of the Treaty of Extradition which they concluded on February 27, 1903, and for the application of the present Additional Convention, the Spanish word "delito" is equivalent to the English words "crime" and "offense"; that the Spanish words "delito frustrado" and "tentativa" are equivalent to the English word "attempt"; and that the Spanish names "cómplice" and "encubridor" are translated into English as "accessories before or after the fact".

#### ARTICLE IV

This Convention shall be ratified and the ratifications exchanged in Guatemala City as soon as possible.

It shall come into force ten days after its publication in accordance with the laws of the High Contracting Parties, the said period to run from the

date of its publication in the country last publishing, and it shall continue and shall terminate in the same manner as the above-mentioned Treaty of February 27, 1903.

In faith whereof the respective Plenipotentiaries have subscribed and affixed their seals to this Convention, in duplicate in the English and Spanish languages in the City of Guatemala on the twentieth day of February, nineteen hundred and forty.

FAY ALLEN DESPORTES [SEAL]

CARLOS SALAZAR [SEAL]

# DETAIL OF MILITARY OFFICER AS DIRECTOR OF POLYTECHNIC SCHOOL

*Agreement signed at Washington May 27, 1941*

*Entered into force May 27, 1941*

*Extended by agreement of June 9 and 22 and July 21, 1942<sup>1</sup>*

*Expired May 27, 1943*

55 Stat. 1267; Executive Agreement Series 208

## AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA

In conformity with the request of the Minister of the Republic of Guatemala at Washington to the Secretary of State, the President of the United States of America has authorized the appointment of an officer of the United States Army to serve in the Republic of Guatemala under the conditions specified below.

### TITLE I

#### DUTIES AND DURATION

*Article 1.* The Government of the United States of America shall place at the disposal of the Government of Guatemala the technical and professional services of an officer of the United States Army to serve as Director of the Polytechnic School of the Republic of Guatemala.

*Article 2.* The officer detailed to this duty by the Government of the United States of America shall be Lieutenant Colonel Edward L. N. Glass or another officer of similar qualifications in replacement if necessary as may mutually be agreed upon by the Government of the United States of America and the Government of Guatemala.

*Article 3.* This Agreement shall come into force on the date of signature and shall continue in force for a period of one year unless previously terminated as hereinafter stipulated.

*Article 4.* If the Government of Guatemala should desire that the services of the officer be extended beyond the period stipulated in Article 3, it shall make a written proposal to that effect six months before the expiration of this Agreement.

<sup>1</sup> EAS 264, *post*, p. 536.

*Article 5.* This Agreement may be terminated before the expiration of the period of one year prescribed in Article 3, or before the expiration of the extension authorized in Article 4, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the officer by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

*Article 6.* This Agreement is subject to cancelation upon the initiative of either the Government of the United States of America or the Government of Guatemala, in case either Government becomes involved in domestic or foreign hostilities.

*Article 7.* Should the officer become unable to perform his duties by reason of continued physical disability, he shall be replaced.

## TITLE II

### REQUISITES AND CONDITIONS

*Article 8.* The Minister of War of Guatemala will grant to the officer detailed under this contract the assimilated rank of Brigadier General for the duration of this contract, and the officer shall have precedence over all Guatemalan officers of the same rank.

*Article 9.* The officer shall be governed by the disciplinary regulations of the United States Army.

*Article 10.* The officer shall be responsible directly and solely to the Minister of War of Guatemala.

*Article 11.* During the period this officer is detailed under this Agreement or any extension thereof, the Government of Guatemala shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Agreement.

*Article 12.* This officer shall not divulge nor by any means disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant as a natural consequence of his functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancelation of the present Agreement or extension thereof.

*Article 13.* During the entire duration of this Agreement, this officer shall be entitled to the benefits which the Regulations of the Guatemalan Army provide for officers of this rank in the Guatemalan Army.

*Article 14.* Throughout this Agreement the term "family" of the officer is limited to mean wife and dependent children.

*Article 15.* The officer shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a

year. Unused portions of said leave shall be cumulative from year to year during the service of the officer under this Agreement.

*Article 16.* The leave specified in the preceding Article may be spent in foreign countries, subject to the standing instructions of the War Department of the United States of America concerning visits abroad. In all cases the said leave, or portions thereof, shall be taken by the officer only after consultation with the Minister of War of Guatemala with a view to ascertaining the mutual convenience of the Government of Guatemala and the officer in respect to this leave.

*Article 17.* The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by the officer in taking such leave. All travel time, including sea travel, shall count as leave and shall not be in addition to the time authorized in Article 15.

### TITLE III

#### COMPENSATIONS

*Article 18.* For the services specified in Article 1 of this Agreement, this officer shall receive from the Government of Guatemala such net annual compensation expressed in United States currency as may be agreed upon between the Government of the United States of America and the Government of Guatemala. This compensation shall be paid in twelve (12) monthly installments, as nearly equal as possible, each due and payable on the last day of the month. Payment may be made in the Guatemalan national currency and when so made shall be computed at the highest rate of exchange in Guatemala City on the day on which due. Payments made outside of Guatemala shall be in the national currency of the United States of America. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of Guatemala or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of War of Guatemala.

*Article 19.* The compensation set forth in Article 18 shall begin on the date of departure of the officer from the United States of America, and it shall continue after the termination of his services in Guatemala, during his return trip to the United States of America, and thereafter for the period of any accumulated leave to which he is entitled.

*Article 20.* The compensation due for the period of the return trip and accumulated leave shall be paid to the officer before his departure from Guatemala, and such payment shall be computed for travel by the shortest usually traveled sea route from Guatemala to the port of the United States of America from which the officer embarked regardless of the route and method of travel used by him.

*Article 21.* The officer and his family shall be provided by the Government of Guatemala with first-class accommodations for travel required and performed under this Agreement between the port of embarkation from the United States of America and his official residence in Guatemala, both for the outward and for the return voyage. The expenses of transportation by land and sea of the officer's household effects and baggage, including automobile, from the port of embarkation in the United States of America to Guatemala and return, shall also be paid by the Government of Guatemala. These expenses shall include all necessary costs incidental to unloading from the steamer upon arrival in Guatemala, cartage from the ship to the officer's residence in Guatemala, and packing and loading on board the steamer upon departure from Guatemala upon termination of services. The transportation of such household effects, baggage, and automobile shall be made in a single shipment, and all subsequent shipments shall be at the expense of the officer.

*Article 22.* The household effects, personal effects and baggage, including an automobile, of the officer and his family, shall be exempt from customs duties in the Republic of Guatemala, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Government of Guatemala. During service in Guatemala the officer shall be permitted to import articles needed for his personal use and for the use of his family without payment of customs duties, provided that his requests for free entry have received the approval of the Minister of the United States of America or of the *Chargé d'Affaires ad interim*.

*Article 23.* If the services of the officer should be terminated by the Government of the United States of America, except as established in the provisions of Article 6, before the completion of one year of service, the provisions of Article 21 shall not apply to the return trip. If the services of the officer should terminate or be terminated before the completion of one year of service, for any other reason, including those established in Article 6, the officer shall receive from the Government of Guatemala all compensations, emoluments, and perquisites as though he had completed one year of service, but the annual salary shall terminate as provided in Article 19. But should the Government of the United States of America recall the officer for breach of discipline, the cost of the return trip to the United States of America of such officer, his family, household effects and baggage, and automobile, shall not be borne by the Government of Guatemala.

*Article 24.* Compensation for transportation and traveling expenses in the Republic of Guatemala on official business of the Government of Guatemala shall be provided by the Government of Guatemala in accordance with the provisions of Article 13.

*Article 25.* The Government of Guatemala shall provide suitable office space and facilities for the use of the officer.

*Article 26.* The Government of Guatemala shall provide the officer with an automobile, with chauffeur, for his official use.

*Article 27.* If replacement of the officer is made during the life of this Agreement or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

*Article 28.* The Government of Guatemala shall provide suitable medical attention for the officer and his family. In case the officer or any member of his family becomes ill or suffers injury, he or she shall be placed in such hospital as the officer deems suitable after consultation with the Ministry of War of Guatemala. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family.

*Article 29.* If the officer or any member of his family should die in Guatemala during the period while this Agreement is in effect, the Government of Guatemala shall have the body transported to such place in the United States of America as the family may decide, but the cost to the Government of Guatemala shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be the officer, his services shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America for the family of the deceased officer and for their household effects, baggage and automobile shall be provided as prescribed in Article 21. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of Guatemala shall be paid to the widow of the officer, or to any other person who may have been designated in writing by the officer, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that these compensations shall be paid within fifteen (15) days after the death of the officer.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in two texts in duplicate, each one in the English and Spanish languages at Washington this twenty-seventh day of May 1941.

CORDELL HULL [SEAL]  
*Secretary of State*  
*of the United States of America*

ADRIAN RECINOS [SEAL]  
*Envoy Extraordinary and Minister*  
*Plenipotentiary of Guatemala*  
*at Washington*

## DETAIL OF MILITARY OFFICER AS DIRECTOR OF POLYTECHNIC SCHOOL

*Exchange of notes at Washington June 9 and 22 and July 21, 1942,  
extending agreement of May 27, 1941*

*Entered into force July 21, 1942; operative from May 27, 1942*

*Expired May 27, 1943*

56 Stat. 1573; Executive Agreement Series 264

*The Guatemalan Minister to the Secretary of State*

LEGACIÓN DE GUATEMALA  
WASHINGTON, D.C.

JUNE 9, 1942

EXCELLENCY:

I have the honor to inform you that I have received instructions from my Government to request the Government of the United States, through your worthy medium, to grant, if possible, an extension of one year to the detail of Lieutenant Colonel Edward L. N. Glass in Guatemala as Director of the Polytechnic School of Guatemala. Said extension to be governed by the Agreement entered into on May 27, 1941,<sup>1</sup> between the United States of America and the Republic of Guatemala, for detail of a Military Officer to serve as Director of the Polytechnic School of the Government of Guatemala.

Please accept, Excellency, the assurances of my highest consideration.

ADRIÁN RECINOS

His Excellency CORDELL HULL,  
*Secretary of State,  
Washington, D.C.*

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<sup>1</sup> EAS 208, *ante*, p. 531.

*The Secretary of State to the Guatemalan Minister*

DEPARTMENT OF STATE

WASHINGTON, June 22, 1942

SIR:

I have the honor to acknowledge receipt of your note of June 9, 1942, in which you request the renewal for a period of one year of the Agreement entered into on May 27, 1941, between the Governments of the United States and Guatemala providing for the detail of a United States Army officer to serve as Director of the Polytechnic School at Guatemala, and the extension of the assignment of Lieutenant Colonel Edward L. N. Glass to coincide with the period in reference.

In that connection, I am pleased to inform you that renewal of the Agreement for a period of one year, effective from May 27, 1942, and the extension of Colonel Glass' assignment as Director of the Polytechnic School for the same period is agreeable to the Government of the United States, notwithstanding the provisions of Article IV of the Agreement signed on May 27, 1941.

With reference to the extension of Colonel Glass' assignment, it is proposed for the consideration of your Government that he receive additional compensation in the same amount as that paid to him under the terms of the old Agreement, that is to say, \$2622 per annum. If this proposal meets with the approval of your Government, I shall consider this note and your response to the effect that the amount of compensation proposed is satisfactory, as constituting the agreement contemplated in Title III, Article XVIII [18] of the Agreement signed May 27, 1941.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

SUMNER WELLES

The Honorable

Señor Dr. DON ADRIAN RECINOS,  
*Minister of Guatemala.*

*The Guatemalan Minister to the Secretary of State*

LEGACIÓN DE GUATEMALA

WASHINGTON, D.C.

JULY 21, 1942

EXCELLENCY:

I have the honor to refer to your note of June 22, 1942 regarding the renewal for a period of one year of the agreement entered into on May 27, 1941, between the Government of Guatemala and the Government of the

United States providing for the detail of a United States Army Officer to serve as Director of the Polytechnic School at Guatemala, and the extension of the assignment of Lieutenant Colonel Edward L. N. Glass to coincide with the period in reference.

I have received instructions from my Government to inform you that the Government of Guatemala finds entirely acceptable the extension granted and also finds acceptable the compensation due the Officer selected to serve in Guatemala, Colonel Glass, in the amount of \$2,622 per annum.

Therefore, and in accordance with the terms of your above referred note of June 22, 1942, said note and this reply should be considered as a renewal, for the period of one year, of the agreement between the Government of Guatemala and the Government of the United States, as contemplated in Title III, Article 18 of the herein above mentioned agreement signed May 27, 1941.

Accept, Excellency, the renewed assurances of my highest consideration.

ADRIÁN RECINOS

His Excellency CORDELL HULL,  
*Secretary of State,*  
*Washington, D.C.*

## LEND-LEASE <sup>1</sup>

*Agreement and exchange of notes signed at Guatemala November 16,  
1942*

*Entered into force November 16, 1942*

1942 For. Rel.(VI) 444

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND OF THE REPUBLIC OF GUATEMALA ON THE PRINCIPLES APPLYING TO MUTUAL AID IN THE PROSECUTION OF THE WAR AGAINST AGGRESSION

WHEREAS the Governments of the United States of America and the Republic of Guatemala declare that they are engaged in a cooperative undertaking, together with every other nation or people of like mind, to the end of laying the basis of a just and enduring world peace securing order under law to themselves and all nations;

AND WHEREAS the Governments of the United States of America and the Republic of Guatemala, as signatories of the Declaration by United Nations of January 1, 1942,<sup>2</sup> have subscribed to a common program of purposes and principles embodied in the Joint Declaration made on August 14, 1941<sup>3</sup> by the President of the United States of America and the Prime Minister of the United Kingdom of Great Britain and Northern Ireland, known as the Atlantic Charter;

AND WHEREAS in conformity with the Declaration of Lima of December 24, 1938<sup>4</sup> and Declaration XV approved July 30, 1940<sup>5</sup> at the Second Meeting of the Ministers of Foreign Affairs of the American Republics held at Habana, and in harmony with the spirit and purpose of the Third Meeting of the Ministers of Foreign Affairs of the American Republics held at Rio de Janeiro, the Governments of the United States of America and the Republic of Guatemala have determined to cooperate further in the defense of the security and integrity of all the American Republics against acts of aggression directed against any of them;

<sup>1</sup> Final settlement made Sept. 30, 1946, and reported in 45th Report to Congress on Lend-Lease Operations, p. 15.

<sup>2</sup> EAS 236, *ante*, vol. 3, p. 697.

<sup>3</sup> EAS 236, *ante*, vol. 3, p. 686.

<sup>4</sup> *Ante*, vol. 3, p. 534.

<sup>5</sup> For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 136.

AND WHEREAS the President of the United States of America, pursuant to the Act of the Congress of the United States of America on March 11, 1941,<sup>6</sup> and the President of the Republic of Guatemala, in accordance with paragraph 19 of Article 77 of the Constitution of the Republic, have determined that the defense of each of the American Republics is vital to the defense of all of them;

AND WHEREAS the United States of America and the Republic of Guatemala are mutually desirous of concluding an Agreement for the providing of defense articles and defense information by either country to the other country, and the making of such an Agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an Agreement in conformity with the laws either of the United States of America or of the Republic of Guatemala have been performed, fulfilled or executed as required;

The undersigned, being duly authorized by their respective Governments for that purpose, have agreed as follows:

#### ARTICLE I

The Government of the United States of America will supply the Government of the Republic of Guatemala with such defense articles, defense services, and defense information as the President of the United States of America shall authorize to be transferred or provided.

#### ARTICLE II

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Republic of Guatemala is in a position to supply, the Government of the Republic of Guatemala will make such defense articles and defense information available to the United States of America, to the extent possible without harm to its economy and under terms to be agreed upon.

#### ARTICLE III

The Government of the Republic of Guatemala undertakes that it will not, without the consent of the President of the United States of America, transfer title to, or possession of, any defense article or defense information received under this Agreement, or permit the use thereof by anyone not an officer, employee, or agent of the Government of the Republic of Guatemala.

Similarly, the Government of the United States of America undertakes that it will not, without the consent of the President of the Republic of Guatemala, transfer title to or possession of any defense article or defense

<sup>6</sup> 55 Stat. 31.

information received in accordance with Article II of this Agreement, or permit the use thereof by anyone not an officer, employee, or agent of the Government of the United States of America.

#### ARTICLE IV

If, as a result of the transfer to the Government of the Republic of Guatemala of any defense article or defense information, it is necessary for that Government to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the Government of the Republic of Guatemala will take such action or make such payment, when requested to do so by the President of the United States of America.

Similarly, if, as a result of the transfer to the Government of the United States of America of any defense article or defense information, it is necessary for that Government to take any action or make any payment in order fully to protect any of the rights of any citizen of the Republic of Guatemala who has patent rights in and to any such defense article or information, the Government of the United States of America will when requested to do so by the President of the Republic of Guatemala take such action or make such payment.

#### ARTICLE V

The terms and conditions upon which each government receives the aid provided under this Agreement by the other shall not burden commerce between the two countries, but shall promote mutually advantageous economic relations between them and the betterment of world wide economic relations. To that end, the two governments will make provision for agreed action by the United States of America and the Republic of Guatemala open to participation by all other countries of like mind, directed to the expansion, by appropriate international and domestic measures, of production, employment, and the exchange and consumption of goods, which are the material foundations of the liberty and welfare of all peoples; to the elimination of all forms of discriminatory treatment in international commerce and to the reduction of tariffs and other trade barriers; and, in general, to the attainment of all the economic objectives set forth in the Joint Declaration made on August 14, 1941, by the President of the United States of America and the Prime Minister of the United Kingdom.

At an early convenient date, conversations shall be begun between the two Governments with a view to determining, in the light of governing economic conditions, the best means of attaining the above-stated objectives by their own agreed action and of seeking the agreed action of other like-minded governments.

Certain terms and conditions upon which each Government receives certain specified items provided under the Agreement by the other are set forth in the attached exchange of notes, which is an integral part of this Agreement.

#### ARTICLE VI

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed at Guatemala, in duplicate, in the English and Spanish languages, this sixteenth day of November, 1942.

FAY ALLEN DESPORTES	[SEAL]
CARLOS SALAZAR	[SEAL]

#### EXCHANGE OF NOTES

*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

DEPARTMENT OF FOREIGN AFFAIRS  
REPUBLIC OF GUATEMALA  
Diplomatic Section  
No. 14606

032(73-0)

GUATEMALA, *November 16, 1942*

EXCELLENCY:

I have the honor to refer to the conversations between the representatives of the Governments of the Republic of Guatemala and the United States of America, in connection with the Agreement on the Principles Applying to Mutual Aid in the Prosecution of the War against Aggression, signed this day.

The conversations referred to have disclosed a mutual understanding on the part of the Governments of the Republic of Guatemala and the United States of America, with respect to the application of the provisions of the Agreement, as follows:

1. The Government of the United States will endeavor, subject to unforeseen contingencies and within the limits imposed upon it by other military demands, to transfer to the Government of Guatemala during the present emergency armaments and munitions of war, of types to be agreed upon by the two governments, to a total scheduled cost of about \$5,000,000.

2. The Government of Guatemala agrees to permit the use by armed forces of the United States of America of the zones of Guatemalan territory expressly provided in the Memorandum of Agreement attached hereto.

3. The concessions granted by the Government of Guatemala to the Government of the United States of America pursuant to Paragraph 2 above are valued at, and shall be credited exclusively for the purpose of the present agreement to the value of \$3,000,000 against the cost of armaments and munitions of war transferred to the Government of Guatemala under the provisions of Paragraph 1 above to a total scheduled cost of \$5,000,000. In excess of the scheduled value of \$3,000,000 up to a total scheduled value of \$5,000,000, the Government of the United States of America agrees to accord to the Government of the Republic of Guatemala a reduction of 40% in the scheduled cost of the materials delivered in compliance with the stipulations of the present agreement; and the Government of the Republic of Guatemala promises to pay in dollars into the Treasury of the United States of America 60% of the scheduled cost of the materials delivered. The Republic of Guatemala shall not be required to pay

more than a total of \$ 200,000 before January 1, 1944,  
more than a total of \$ 400,000 before January 1, 1945,  
more than a total of \$ 600,000 before January 1, 1946,  
more than a total of \$ 800,000 before January 1, 1947,  
more than a total of \$1,000,000 before January 1, 1948,  
more than a total of \$1,200,000 before January 1, 1949.

In respect of armaments and munitions of war transferred to the Government of Guatemala pursuant to Paragraph 1 above, in excess of a scheduled value of \$3,000,000 and up to a scheduled value of \$5,000,000 the Government of Guatemala may return to the United States of America at the end of the present emergency as determined by the President of the United States of America such defense articles which shall have been transferred under this Agreement which are of use to the United States, which shall be determined by the President of the United States of America in consultation with the President of the Republic of Guatemala, and upon the return of such defense articles to the United States the Republic of Guatemala shall be credited for any sums paid or which it is obligated to pay for such defense articles under the terms of this Agreement.

4. All of the works carried out on Guatemalan territory on the initiative and at the cost of the Government of the United States of America, pursuant to the provisions of the Memorandum of Agreement attached hereto, shall, upon the termination of that agreement, become the exclusive property of the Government of Guatemala, with the exception of the organic armament and equipment of the United States forces, the clothing of the troops, the manual instruments, and everything that constitutes the equipment of such forces.

I should appreciate being informed by Your Excellency whether this understanding is correct.

Accept, Excellency, the renewed assurances of my high consideration.

CARLOS SALAZAR

His Excellency

FAY ALLEN DESPORTES,

*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America,  
City.*

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*The American Minister to the Minister of Foreign Affairs*

No. 337

GUATEMALA, *November 16, 1942*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note of November 16, 1942 referring to the conversations between the representatives of the Governments of the United States of America and of the representatives of Guatemala in connection with the Agreement on the Principles Applying to Mutual Aid in the Prosecution of the War against Aggression signed this day.

The conversations referred to have disclosed a mutual understanding on the part of the Governments of the United States of America and of the Republic of Guatemala with respect to the application of the provisions of the Agreement, as follows:

[For text of understanding, see numbered paragraphs in Guatemalan note, above.]

I am glad to inform Your Excellency that the foregoing statement of understanding which has been reached in the negotiations is acceptable to my Government and that it therefore considers the understanding to be in effect as of this date.

Please accept, Excellency, the assurances of my highest consideration.

FAY ALLEN DESPORTES

His Excellency

Licenciado don CARLOS SALAZAR

*Minister of Foreign Affairs,  
Guatemala.*

## INTER-AMERICAN HIGHWAY

*Exchange of notes at Guatemala May 19, 1943*

*Entered into force May 19, 1943*

*Amended by agreements of May 18, 1948,<sup>1</sup> and July 28 and August 28, 1954<sup>2</sup>*

57 Stat. 1111; Executive Agreement Series 345

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS  
REPUBLIC OF GUATEMALA  
Diplomatic Section  
No. 6756

693 (73-0)

GUATEMALA, *May 19, 1943*

MR. AMBASSADOR:

I have the honor to refer to the kind note no. 32 of the Legation of the United States of February 16, 1942, in which my attention is called to the provisions of public law no. 375 of the United States of December 26, 1941,<sup>3</sup> which provides for the cooperation of the United States with the Central American Republics for the construction of the Inter-American Highway.

Although there is already a continuous road across Guatemala, my Government has been informed that the improvement of certain sections of that road is very desirable, in order that it may conform to the types of construction considered for the Inter-American Highway. Accordingly, my Government desires to request the cooperation of the United States Government, under the provisions of the said law, in accordance with the following terms:

(1) The Government of the Republic of Guatemala agrees with pleasure that engineers designated by the two Governments should express jointly, after such study as they may deem proper, what are the changes which should be made in each section of the Pan American Highway that the Government of Guatemala has built. My Government would assume the obligation to pay one third of the cost of the work, provided that the execution of the said work is accommodated to the sums determined and fixed by the budget of the Republic for each fiscal year.

<sup>1</sup> TIAS 2001, *post*, p. 596.

<sup>2</sup> 5 UST 2244; TIAS 3084.

<sup>3</sup> 55 Stat. 860.

(2) The Government of Guatemala, bearing in mind its fiscal situation and the sums allowed by the Legislative Assembly for the improvement of the highway, will ask the cooperation of the United States Government to accomplish this improvement of the sections of the highway.

(3) The Government of Guatemala accepts very gratefully the contribution of the United States consisting of double the amount allocated in the fiscal budget of the Republic of Guatemala to the improvement of the Inter-American Highway.

The United States Public Roads Administration will have the right to make inspections, through delegates, of the works for improving and perfecting the highway and the exact investment of the funds allocated for that purpose.

The technical intervention and the supervisory action of control of funds will be exercised by the United States Public Roads Administration through its delegates. The Government of Guatemala will be very much pleased to have the Department of State intervene in any of the negotiations which are to be carried out with the Republic of Guatemala, which is, it goes without saying, agreeable to cooperating with the purposes of law 375, in the way that has been stated, in view of the special circumstances of the highway which Guatemala has built at its own expense, and it will always be glad to have such negotiations carried out through the Department of State.

I shall be very grateful if Your Excellency would inform me whether your Government would be disposed to grant its cooperation on these terms.

Please accept, Mr. Ambassador, the renewed assurances of my highest and most distinguished consideration.

CARLOS SALAZAR

His Excellency

BOAZ LONG

*Ambassador Extraordinary and Plenipotentiary  
of the United States,  
City.*

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*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Guatemala, May 19, 1943*

No. 120

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's kind Note No. 6756 of May 19, 1943, in which you request the cooperation of the United States in the improvement of the Inter-American Highway in

Guatemala and in which you propose a basis upon which the cooperation of my Government might be extended within the provisions of Public Law 375 of December 26, 1941.

The basis of cooperation proposed by Your Excellency is satisfactory to my Government, and it will be pleased to cooperate on this basis in such survey and construction work as may jointly be deemed desirable for the improvement of the Guatemalan section of the Inter-American Highway, subject to the appropriation of the necessary funds by the Congress of the United States.

I am much gratified at the prospect that through this cooperative undertaking it will be possible to improve the Guatemalan Section of the Inter-American Highway. Transportation facilities will be improved, new lands and new natural resources developed, additional markets opened, and local economic conditions benefited through the useful expenditure of money which this project envisages. I sincerely trust that the Highway will serve not only as a link to increase material intercourse between our nations but also as another bond in the close friendship which unites us.

Please accept, Excellency, the renewed assurances of my highest consideration.

BOAZ LONG

## DETAIL OF MILITARY OFFICER AS DIRECTOR OF POLYTECHNIC SCHOOL

*Agreement signed at Washington July 17, 1943*

*Entered into force July 17, 1943*

*Extended by agreement of January 5 and 17, 1944<sup>1</sup>*

*Expired July 17, 1945*

57 Stat. 1011; Executive Agreement Series 329

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA

In conformity with the request of the Government of the Republic of Guatemala to the Government of the United States of America, the President of the United States of America has authorized the appointment of an officer of the United States Army to serve in the Republic of Guatemala under the conditions specified below:

#### TITLE I

##### *Duties and Duration*

ARTICLE 1. The Government of the United States of America shall place at the disposal of the Government of the Republic of Guatemala the technical and professional services of an officer of the United States Army to serve as Director of the Polytechnic School of the Republic of Guatemala.

ARTICLE 2. The officer detailed to this duty by the Government of the United States of America shall be Lieutenant Colonel William H. Hennig or another officer of similar qualifications in replacement if necessary as may mutually be agreed upon by the Government of the United States of America and the Government of the Republic of Guatemala.

ARTICLE 3. This Agreement shall come into force on the date of signature and shall continue in force for a period of one year unless previously terminated as hereinafter stipulated.

ARTICLE 4. If the Government of the Republic of Guatemala should desire that the services of the officer be extended beyond the period stipulated in Article 3, it shall make a written proposal to that effect six months before the expiration of this Agreement.

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<sup>1</sup> EAS 397, *post*, p. 553.

ARTICLE 5. This Agreement may be terminated before the expiration of the period of one year prescribed in Article 3, or before the expiration of the extension authorized in Article 4, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government.

(b) By the recall of the officer by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 6. This Agreement is subject to cancelation, upon the initiation of either the Government of the United States of America or the Government of the Republic of Guatemala at any time during a period when either Government is involved in domestic or foreign hostilities.

ARTICLE 7. Should the officer become unable to perform his duties by reason of continued physical disability, he shall be replaced.

## TITLE II

### *Requisites and Conditions*

ARTICLE 8. The Minister of War of the Republic of Guatemala will grant to the officer detailed under this contract the assimilated rank of Brigadier General for the duration of this contract, and the officer shall have precedence over all Guatemalan officers of the same rank.

ARTICLE 9. The officer shall be governed by the disciplinary regulations of the United States Army.

ARTICLE 10. The officer shall be responsible directly and solely to the Minister of War of the Republic of Guatemala.

ARTICLE 11. During the period this officer is detailed under this Agreement or any extension thereof, the Government of the Republic of Guatemala shall not engage the services of any personnel of any other foreign government for the duties and purposes contemplated by this Agreement.

ARTICLE 12. This officer shall not divulge nor by any means disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant as a natural consequence of his functions, or in any other way, it being understood that this requisite honorably continues even after the expiration or cancelation of the present Agreement or extension thereof.

ARTICLE 13. During the entire duration of this Agreement, this officer shall be entitled to the benefits which the Regulations of the Guatemalan Army provide for officers of this rank in the Guatemalan Army.

ARTICLE 14. Throughout this Agreement the term "family" of the officer is limited to mean wife and dependent children.

ARTICLE 15. The officer shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of

a year. Unused portions of said leave shall be cumulative from year to year during the service of the officer under this Agreement.

ARTICLE 16. The leave specified in the preceding Article may be spent in foreign countries, subject to the standing instructions of the War Department of the United States of America concerning visits abroad. In all cases the said leave, or portions thereof, shall be taken by the officer only after consultation with the Minister of War of the Republic of Guatemala with a view to ascertaining the mutual convenience of the Government of the Republic of Guatemala and the officer in respect to this leave.

ARTICLE 17. The expenses of travel and transportation not otherwise provided for in this Agreement shall be borne by the officer in taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in Article 15.

### TITLE III

#### *Compensations*

ARTICLE 18. For the services specified in Article 1 of this Agreement, this officer shall receive from the Government of the Republic of Guatemala such net annual compensation expressed in United States currency as may be agreed upon between the Government of the United States of America and the Government of the Republic of Guatemala. This compensation shall be paid in twelve (12) monthly installments, as nearly equal as possible, each due and payable on the last day of the month. Payment may be made in the Guatemalan national currency and when so made shall be computed at the highest rate of exchange in Guatemala City on the day on which due. Payments made outside of the Republic of Guatemala shall be in the national currency of the United States of America. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Guatemala or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of War of the Republic of Guatemala.

ARTICLE 19. The compensation set forth in Article 18 shall begin on the date of departure of the officer from the United States of America, and it shall continue after the termination of his services in the Republic of Guatemala, during his return trip to the United States of America, and thereafter for the period of any accumulated leave to which he is entitled.

ARTICLE 20. The compensation due for the period of the return trip and accumulated leave shall be paid to the officer before his departure from the Republic of Guatemala, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by him.

ARTICLE 21. The officer and his family shall be provided by the Government of the Republic of Guatemala with first-class accommodations for travel

required and performed under this Agreement between the port of embarkation from the United States of America and his official residence in the Republic of Guatemala, both for the outward and for the return trip. The expenses of transportation by land and sea of the officer's household effects and baggage, including automobile, from the port of embarkation in the United States of America to the Republic of Guatemala and return, shall also be paid by the Government of the Republic of Guatemala. These expenses shall include all necessary costs incidental to unloading from the steamer upon arrival in the Republic of Guatemala, cartage from the ship to the officer's residence in the Republic of Guatemala, and packing and loading on board the steamer upon departure from the Republic of Guatemala upon termination of services. The transportation of such household effects, baggage, and automobile shall be made in a single shipment, and all subsequent shipments shall be at the expense of the officer, except when such shipments are necessitated by circumstances beyond his control.

ARTICLE 22. The household effects, personal effects and baggage, including an automobile, of the officer and his family, shall be exempt from customs duties in the Republic of Guatemala, or if such customs duties are imposed and required, an equivalent additional allowance to cover such charge shall be paid by the Government of the Republic of Guatemala. During service in the Republic of Guatemala the officer shall be permitted to import articles needed for his personal use and for the use of his family without payment of customs duties, provided that his requests for free entry have received the approval of the Ambassador of the United States of America or of the *Chargé d'Affaires ad interim*.

ARTICLE 23. If the services of the officer should be terminated by the Government of the United States of America, except as established in the provisions of Article 6, before the completion of one year of service, the provisions of Article 21 shall not apply to the return trip. If the services of the officer should terminate or be terminated before the completion of one year of service, for any other reason, including those established in Article 6, the officer shall receive from the Government of the Republic of Guatemala all compensations, emoluments, and perquisites as though he had completed one year of service, but the annual salary shall terminate as provided in Article 19. But should the Government of the United States of America recall the officer for breach of discipline, the cost of the return trip to the United States of America of such officer, his family, household effects and baggage, and automobile, shall not be borne by the Government of the Republic of Guatemala.

ARTICLE 24. Compensation for transportation and traveling expenses in the Republic of Guatemala on official business of the Government of the Republic of Guatemala shall be provided by the Government of the Republic of Guatemala in accordance with the provisions of Article 13.

ARTICLE 25. The Government of the Republic of Guatemala shall provide suitable office space and facilities for the use of the officer.

ARTICLE 26. The Government of the Republic of Guatemala shall provide the officer with an automobile, with chauffeur, for his official use.

ARTICLE 27. If replacement of the officer is made during the life of this Agreement or any extension thereof, the terms as stipulated in this Agreement shall also apply to the replacement officer, with the exception that the replacement officer shall receive an amount of annual compensation which shall be agreed upon by the two Governments.

ARTICLE 28. The Government of the Republic of Guatemala shall provide suitable medical attention for the officer and his family. In case the officer or any member of his family becomes ill or suffers injury, he or she shall be placed in such hospital as the officer deems suitable after consultation with the Ministry of War of the Republic of Guatemala. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family.

ARTICLE 29. If the officer or any member of his family should die in the Republic of Guatemala during the period while this Agreement is in effect, the Government of the Republic of Guatemala shall have the body transported to such place in the United States of America as the family may decide, but the cost to the Government of the Republic of Guatemala shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be the officer, his services shall be considered to have terminated fifteen (15) days after his death. Return transportation to the United States of America for the family of the deceased officer and for their household effects, baggage and automobile shall be provided as prescribed in Article 21. All compensation due the deceased officer and reimbursement due the deceased officer for expenses and transportation on official business of the Government of the Republic of Guatemala shall be paid to the widow of the officer, or to any other person who may have been designated in writing by the officer, provided such widow or other person shall not be compensated for the accrued leave of the deceased, and further provided that these compensations shall be paid within fifteen (15) days after the death of the officer.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement, in duplicate, in the English and Spanish languages, in Washington, this seventeenth day of July, 1943.

For the United States of America:

CORDELL HULL [SEAL]

*Secretary of State of the United States of America*

For the Republic of Guatemala:

ENRIQUE LOPEZ HERRARTE [SEAL]

*Chargé d'Affaires ad interim  
of the Republic of Guatemala in Washington*

## DETAIL OF MILITARY OFFICER AS DIRECTOR OF POLYTECHNIC SCHOOL

*Exchange of notes at Washington January 5 and 17, 1944, extending  
agreement of July 17, 1943*

*Entered into force July 17, 1944*

*Expired July 17, 1945*

58 Stat. 1223; Executive Agreement Series 397

*The Guatemalan Ambassador to the Secretary of State*

EMBAJADA DE GUATEMALA  
WASHINGTON, D.C.

JANUARY 5, 1944

EXCELLENCY:

I have the honor to inform you that I have received instructions from my Government to request the Government of the United States, through your worthy medium, to extend for the term of one year the assignment of Lieutenant Colonel William H. Hennig as Director of the Polytechnic School of Guatemala, in accordance with the terms of Article IV of the Agreement signed to that effect between the United States of America and Guatemala on July 17th, 1943.<sup>1</sup>

Please accept, Excellency, the assurances of my highest consideration and esteem.

ADRIÁN RECINOS

His Excellency CORDELL HULL,  
*Secretary of State,  
Department of State,  
Washington, D.C.*

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*The Secretary of State to the Guatemalan Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

*January 17, 1944*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's communication of January 5, 1944, in which you request the renewal, for a period

<sup>1</sup> EAS 329, *ante*, p. 548.

of one year of the Agreement entered into on July 17, 1943 between the Governments of the United States and Guatemala, providing for the detail of an officer of the United States Army to serve as Director of the Polytechnic School at Guatemala, and the extension of the assignment of Lieutenant Colonel William H. Hennig to coincide with the period in reference.

In this connection, I am pleased to inform you that renewal of the Agreement for a period of one year effective from July 17, 1944 and the extension of Lieutenant Colonel Hennig's assignment as Director of the Polytechnic School for the same period, is agreeable to the Government of the United States.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State :

A. A. BERLE, JR.

His Excellency

Señor Dr. DON ADRIAN REGINOS,  
*Ambassador of Guatemala.*

## EXCHANGE OF PUBLICATIONS

*Exchange of notes at Guatemala March 23 and April 13, 1944*  
*Entered into force March 23, 1944*

58 Stat. 1362; Executive Agreement Series 412

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
GUATEMALA, *March 23, 1944*

No. 109

### EXCELLENCY:

I have the honor to refer to Your Excellency's courteous note no. 3388 of March 13, 1944, and to earlier correspondence regarding the exchange of official publications between the United States of America and Guatemala.

It gives me great pleasure to inform Your Excellency that my Government will be glad to undertake an exchange of official publications with the Government of Guatemala, which will be carried out in accordance with the following provisions:

1. The official exchange offices for the transmission of official publications shall be, on the part of the United States of America, the Smithsonian Institution; and, on the part of the Republic of Guatemala, the Tipografía Nacional.

2. The publications exchanged shall be received on behalf of the United States of America by the Library of Congress; and on behalf of the Republic of Guatemala by the Biblioteca Nacional de Guatemala.

3. The Government of the United States of America shall furnish regularly to the Government of the Republic of Guatemala one copy of each of the official publications enumerated in the annex entitled "List I"; and the Government of the Republic of Guatemala shall furnish regularly to the Government of the United States of America one copy of each of the official publications enumerated in the annex entitled "List II".

4. Each Government shall furnish regularly to the other Government, without the necessity of subsequent negotiation, (a) one copy of any important publication that is not enumerated in "List I" or "List II" and which may be issued in the future by a department or other instrumentality of such Government, (b) one copy of any important publication that may be issued

in the future by a department or other instrumentality of such Government which does not at present issue publications, and (c) one copy of any important publication that may be issued by a department or other instrumentality which may subsequently be established by such Government.

5. Neither Government shall be obliged by this agreement to furnish confidential publications, blank forms, or circular letters which are not of a public nature.

6. Each Government agrees to bear postal, railroad, steamship, and other charges arising in its own territory.

7. Each Government agrees to expedite shipments as far as possible.

8. This agreement shall not be understood to modify any agreement regarding the exchange of official publications in effect between a department or other instrumentality of one of the two Governments and a department or other instrumentality of the other Government.

If the Government of Guatemala is in accord with the foregoing text, my Government will, upon receipt of a corresponding note from Your Excellency, consider the agreement concluded and in effect from March 23, 1944.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

BOAZ LONG

Annexes:

- 1/ "List I" of publications.
- 2/ "List II" of publications.

His Excellency

Licenciado don CARLOS SALAZAR,  
*Minister for Foreign Affairs,*  
*Guatemala.*

LIST I

OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA

CONGRESS OF THE UNITED STATES

House Journal  
Senate Journal  
Code of Laws and Supplements

PRESIDENT OF THE UNITED STATES

Annual Messages to Congress

DEPARTMENT OF AGRICULTURE

Annual Report of the Secretary of Agriculture  
Farmers' Bulletins  
Yearbook

DEPARTMENT OF COMMERCE

Annual Report of the Secretary of Commerce  
*Bureau of the Census*  
Reports  
Abstracts  
Statistical Abstract of the United States (annual)

*Bureau of Foreign and Domestic Commerce*

- Foreign Commerce (weekly)
- Foreign Commerce and Navigation of the United States (annual)
- Survey of Current Business (monthly)
- Trade Information Bulletins

*National Bureau of Standards*

- Technical News Bulletin

*Weather Bureau*

- Monthly Weather Review

DEPARTMENT OF LABOR

- Annual Report of the Secretary of Labor

*Bureau of Labor Statistics*

- Bulletins
- Monthly Labor Review

DEPARTMENT OF STATE

- Department of State Bulletin (weekly)
- Executive Agreements Series
- Inter-American Series
- Foreign Relations of the United States (annual)
- Statutes at Large
- Treaty Series

DEPARTMENT OF THE INTERIOR

- Annual Report of the Secretary of the Interior

*Fish and Wildlife Service*

- Bulletins
- Investigational Reports

*Bureau of Mines*

- Minerals Yearbook

*National Park Service*

- General Publications

DISTRICT OF COLUMBIA

- Annual Report of the Government of the District of Columbia
- Annual Report of the Public Utilities Commission

FEDERAL SECURITY AGENCY

*Office of Education*

- Education for Victory (biweekly)

*Public Health Service*

- Public Health Reports (weekly)

*Social Security Board*

- Social Security Bulletin (monthly)

FEDERAL WORKS AGENCY

*Public Roads Administration*

- Public Roads (monthly)

INTERSTATE COMMERCE COMMISSION

- Annual Report

LIBRARY OF CONGRESS

- Annual Report of the Librarian of Congress

NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS

- Annual Report with Technical Reports

NATIONAL ARCHIVES

- Annual Report

NAVY DEPARTMENT

- Annual Report of the Secretary of the Navy

*Nautical Almanac Office*

- American Ephemeris and Nautical Almanac

POST OFFICE DEPARTMENT

- Annual Report of the Postmaster General

- SMITHSONIAN INSTITUTION  
Annual Report
- SUPREME COURT  
United States Reports
- TREASURY DEPARTMENT  
Annual Report on the State of the Finances  
*Bureau of Internal Revenue*  
Annual Report of the Commissioner  
*Bureau of the Mint*  
Annual Report of the Director  
*Comptroller of Currency*  
Annual Report
- WAR DEPARTMENT  
Annual Report

## LIST II

## OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE GOVERNMENT OF GUATEMALA

- ARCHIVO GENERAL DEL GOBIERNO  
Boletín (quarterly)
- ASAMBLEA LEGISLATIVA  
Diario de las Sesiones
- BANCO AGRICOLA HIPOTECARIO  
Informe (annual)
- BANCO CENTRAL  
Memoria (annual)  
Revista de la Economía Nacional (monthly)
- CASAS DE BENEFICENCIA  
Memoria (annual)
- CREDITO HIPOTECARIO NACIONAL  
Memoria (annual)
- CRUZ ROJA GUATEMALTECA  
Revista
- DIRECCION DE RADIODIFUSORA NACIONAL  
Memoria  
La Voz de Guatemala (annual)
- DIRECCION GENERAL DE MINERIA  
Publicaciones
- DIRECCION GENERAL DE POLICIA NACIONAL  
La Gaceta, Revista Ilustrada de Policía y Variedades (weekly)  
Memoria (annual)
- HOSPITAL GENERAL Y DEPENDENCIAS  
Memoria (annual)
- PRESIDENCIA  
Mensaje
- SANIDAD PUBLICA  
All publications
- SECRETARIA DE AGRICULTURA  
El Campesino (monthly)  
Memoria (annual)  
Publicaciones de la Dirección General de Agricultura  
Revista Agrícola (monthly)

SECRETARIA DE EDUCACION PUBLICA

- Boletín de Museos y Bibliotecas (quarterly)
- Cultura Física (irregular)
- Leyes, Reglamentos, Etc.
- Libros Nacionales de Lectura
- Memoria (annual)
- Programas
- Publicaciones
- Revista de Educación (monthly)
- Vida Scoutica (irregular)

SECRETARIA DE FOMENTO

- Leyes
- Memoria

SECRETARIA DE GOBERNACION Y JUSTICIA

- Boletín Sanitario de Guatemala (yearly)
- Códigos
- Diario de Centro América (daily)
- Gaceta de los Tribunales (monthly)
- Memoria (annual)
- Recopilación de Leyes (annual)

SECRETARIA DE GUERRA

- Memoria (annual)
- Reglamentos
- Revista Militar (monthly)

SECRETARIA DE HACIENDA Y CREDITO PUBLICO

- Memoria (annual)
- Presupuesto General de Gastos de la Nación (annual)

SECRETARIA DE RELACIONES EXTERIORES

- Informes sobre Límites
- Cuestión de Belice, 1938 and supplements
- Libro Blanco
- Lista de los Cuerpos Consulares
- Lista Diplomática
- Memoria (annual)
- Pactos de Guatemala
- White Book

SERVICIO DE COMUNICACIONES

- Gaceta de Comunicaciones (monthly)

SOCIEDAD DE GEOGRAFIA E HISTORIA DE GUATEMALA

- Anales (quarterly)
- All other publications

TIPOGRAFIA NACIONAL

- Diario de Centro América
- All non-official publications

UNIVERSIDAD NACIONAL

- Studium, Revista Universitaria (quarterly)
- Facultad de Ciencias Juridicas y Sociales*
- Revista (bimonthly)
- Facultad de Ciencias Naturales y Farmacia*
- La Escuela de Farmacia (monthly)
- Facultad de Ingenieria*
- Ingeniería Nacional

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF GUATEMALA  
Diplomatic Section  
No. 4819

342-P (73-0)

GUATEMALA, *April 13, 1944*

MR. AMBASSADOR :

I have had the honor of receiving Your Excellency's kind note, number 109, dated March 23 last, in which you are good enough to communicate to me that the United States Government is agreeable to effecting an exchange of official publications with the Government of Guatemala.

It gives me pleasure to inform Your Excellency that the Government of Guatemala agrees hereby that the said exchange of publications shall be effected, in accordance with the following clauses :

1. The offices charged with the transmission of the official exchange publications shall be, on the part of Guatemala, the Tipografía Nacional, and on the part of the United States, the Smithsonian Institution.
2. The publications exchanged shall be received on behalf of the Republic of Guatemala by the Biblioteca Nacional de Guatemala; and on behalf of the United States by the Library of Congress.
3. The Government of the Republic of Guatemala shall furnish regularly to the Government of the United States one copy of each of the official publications enumerated in the annex entitled "List II" and the Government of the United States shall furnish regularly to the Government of the Republic of Guatemala one copy of each of the official publications enumerated in the annex entitled "List I".
4. Each Government shall furnish regularly to the other Government, without the necessity of subsequent negotiation, (a) one copy of any important publication which is not enumerated by "List I" or "List II" and which may be issued in the future by a department or other instrumentality of such Government; (b) one copy of any important publication that may be issued in the future by a department or other instrumentality of such Government which does not at present issue publications; and (c) one copy of any important publication which may be issued by a department or other instrumentality which may subsequently be established by such Government.
5. Neither Government shall be obliged by this agreement to furnish confidential publications, blank forms, or circular letters which are not of a public nature.
6. Each Government agrees to bear postal, railroad, steamship, and other charges arising in its own territory.
7. Each Government agrees to expedite shipments as far as possible.

8. This agreement shall not be understood to modify any agreement regarding the exchange of official publications in effect between a department or other instrumentality of one of the two Governments and a department or other instrumentality of the other Government.

The Government of Guatemala is agreed that this note and Your Excellency's very kind note number 109, of March 23 last, with the annexed lists, constitute the agreement for the exchange of official publications between Guatemala and the United States; and, likewise, that the said agreement be considered in force from March 23, 1944.

I avail myself of the opportunity to renew to Your Excellency the expression of the sentiments of my highest and most distinguished consideration.

CARLOS SALAZAR

His Excellency BOAZ LONG,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States.  
City.*

## AGRICULTURAL EXPERIMENT STATION

*Memorandum of understanding and exchange of notes signed at Guatemala July 15, 1944*

*Entered into force July 15, 1944*

*Supplemented and amended by memorandum of understanding, March 10, 1945<sup>1</sup>*

*Terminated August 4, 1950<sup>2</sup>*

58 Stat. 1429; Executive Agreement Series 422

### MEMORANDUM OF UNDERSTANDING

In order to promote the cultivation of cinchona in the Western Hemisphere to assure to the American nations an adequate supply of anti-malarial products, the Governments of the United States of America and of Guatemala agree to cooperate in the establishment and operation of an agricultural experiment station in Guatemala and have reached the following understanding with respect thereto:

1. The general functions of the station shall include: (a) investigations necessary to the establishment and maintenance of a permanent cinchona industry in Guatemala; (b) if desirable, agronomic production investigations on other complementary tropical crops; (c) cooperation in the establishment of approved agricultural practices; (d) the propagation of planting materials; (e) cooperation with other agricultural institutions of the Western Hemisphere in the promotion of tropical agriculture through consultation and the exchange of propagating material, scientific information, and personnel; and (f) cooperation with official agencies of the Governments of the other Republics of the Western Hemisphere in the development of tropical agriculture.

2. The Government of Guatemala on its part or acting through the Cooperating Cinchona Growers, or such other non-official entity as the Guatemalan Government may elect shall provide: (a) the land necessary to conduct investigations and demonstration work, such land to be selected by the director of the station in cooperation with the appropriate governmental agency of Guatemala and to be used by the experiment station free of charge; (b) laboratory and office space available to the Government of Guatemala with the necessary utilities, for the conduct of research investigations; (c) farm implements and hand tools necessary to conduct nursery and field investigations; (d) the services of at least one Guatemalan assistant to cooperate

<sup>1</sup> EAS 464, *post*, p. 574.

<sup>2</sup> Pursuant to notice of termination given by Guatemala Aug. 3, 1950.

with each scientist detailed to the station by the United States Department of Agriculture; (e) the necessary office, field and laboratory assistants, and such unskilled labor as may be essential to conduct the work of the experiment station.

3. The Government of the United States of America, through the United States Department of Agriculture, agrees to provide: (a) the services of scientists to perform the function of direction of the station, and to conduct the various production and utilization investigations; (b) scientific journals dealing with plant science published in the United States; (c) scientific equipment and apparatus not available to the Government of Guatemala but available to the Government of the United States; and (d) necessary land motor vehicles for the use of the station, subject to the availability of such vehicles in the United States of America.

4. The Government of the United States through the United States Department of Agriculture agrees that its national scientists at the station will assist in the work training program of students approved by the Guatemalan National School of Agriculture for studies on problems pertaining to cinchona when so requested by the School and at the discretion of the station director.

5. The Government of the United States of America and the Government of Guatemala mutually agree that the Government of Guatemala may delegate the execution of any of its obligations under this Agreement to any Guatemalan agency acceptable to the director of the station.

6. This Agreement shall come in force on the day of signature and shall continue in force for a period of ten years unless either of the Governments shall fail to provide the funds necessary for its execution in which event it may be terminated on written notice by either Government.

Signed and sealed at Guatemala, in duplicate, in the English and Spanish languages, this fifteenth day of July, nineteen-hundred and forty-four.

For the United States of America  
BOAZ LONG [SEAL]

For the Republic of Guatemala  
CARLOS SALAZAR [SEAL]

#### EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY  
GUATEMALA, July 15, 1944

No. 252

EXCELLENCY:

With reference to the Memorandum of Understanding regarding the establishment of an Agricultural Experiment Station which was agreed upon today between our respective Governments, I have the honor to inform Your

Excellency that it is my understanding that the Government of Guatemala will permit the entry, free of customs duties and other taxes and charges, of official supplies and equipment for the Station, as well as the personal effects of employees of the Station receiving compensation from the Government of the United States and who are nationals of that country.

I should appreciate receiving confirmation from Your Excellency that this understanding is satisfactory to the Government of Guatemala.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

BOAZ LONG

His Excellency

Licenciado don CARLOS SALAZAR,  
*Minister for Foreign Affairs,*  
*Guatemala.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF GUATEMALA  
Diplomatic Section  
No. 9180

663 (73-0)

*Guatemala, July 17, 1944*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note number 252, dated the 15th of the present month of July, in which, with reference to the memorandum of understanding relative to the establishment of an Agricultural Experiment Station, Your Excellency is good enough to request confirmation as to whether the interpretation is satisfactory to the Government of Guatemala to the effect that this Government will grant exemption from customs duties and from other charges and taxes to imports of supplies of an official nature and equipment for the Station, as well as of personal effects of employees of the Station who receive compensation from the Government of the United States and are nationals of the United States.

I take pleasure in informing Your Excellency, in due reply, that such interpretation is correct and is, therefore, satisfactory to the Government of this Republic.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration,

CARLOS SALAZAR

His Excellency BOAZ LONG,

*Ambassador Extraordinary and Plenipotentiary*  
*of the United States.*  
*City.*

## COOPERATIVE EDUCATION PROGRAM

*Exchange of notes at Guatemala August 10 and September 16, 1944  
Entered into force September 16, 1944*

*Extended by agreements of October 23, 1945 and May 6, 1947;<sup>1</sup>  
June 29 and July 10, 1948;<sup>2</sup> and July 28 and August 19, 1949<sup>3</sup>*

*Terminated June 30, 1950<sup>4</sup>*

59 Stat. 1271; Executive Agreement Series 450

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Guatemala, August 10, 1944*

No. 274

### EXCELLENCY:

I have the honor to refer to Your Excellency's courteous Note of July 15, 1944 (No. 9175) in which Your Excellency was so good as to indicate the desire of the Government of Guatemala to enter into a cooperative educational program to be undertaken jointly between the Government of Guatemala and an Agency of the Government of the United States in the Republic of Guatemala.

The Government of the United States of America is prepared to assist the Government of Guatemala with such a program by contributing the sum of One Hundred Thousand Dollars (\$100,000) with the understanding that the Republic of Guatemala will contribute Fifty Thousand Quetzales (Q50,000) for the same program. The assistance of the Government of the United States of America will be rendered through its agency, the Inter-American Educational Foundation, Incorporated, a corporation of the Office of the Coordinator of Inter-American Affairs, to which it is hoped Your Excellency's Government would extend all the rights and privileges in Guatemala to which the Foundation would be entitled as an agency of the United States Government or which would facilitate its part in the cooperative educational program.

<sup>1</sup> TIAS 2073, *post*, p. 583.

<sup>2</sup> TIAS 2076, *post*, p. 599.

<sup>3</sup> TIAS 2077, *post*, p. 607.

<sup>4</sup> By agreement of June 30, 1950, between representatives of the Institute of Inter-American Affairs and the Guatemalan Minister of Public Education (not printed).

It is my understanding that the Government of Guatemala would be disposed to include among those rights and privileges the entry, free of customs duties and other taxes and charges, of the official supplies and equipment for the Inter-American Educational Foundation, Incorporated, as well as the personal effects and supplies of the employees of the Foundation who are citizens of the United States receiving compensation from any Government; and that the Foundation would be accorded every feasible facility of free communication and transportation within the limits of Guatemala and that it and its employees would be free of internal taxation.

It is also my understanding that the full details of the program will be worked out in an agreement between the appropriate officer of the Government of Guatemala and representative of the Inter-American Educational Foundation, Incorporated.

I should appreciate receiving from Your Excellency confirmation that my understanding is satisfactory to the Government of Guatemala.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

BOAZ LONG

His Excellency

Licenciado don CARLOS SALAZAR,  
*Minister for Foreign Affairs,*  
*Guatemala.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

DEPARTMENT OF FOREIGN AFFAIRS  
REPUBLIC OF GUATEMALA  
Diplomatic Section  
No. 11959

360-E (73-0)

GUATEMALA, *September 16, 1944*

MR. AMBASSADOR:

I have had the honor to receive Your Excellency's very courteous note number 274, dated August 10 last, by which you are good enough to inform me that the Government of the United States is prepared to contribute the sum of one hundred thousand dollars for the carrying out of the cooperative educational program, with the understanding that the Government of Guatemala will contribute, for the same purpose, the sum of fifty thousand quetzales; and that the assistance of the Government of the United States will be rendered through its agency, the Inter-American Educational Foundation, Incorporated, which is a corporation of the Office of the Coordinator of Inter-American Affairs, to which it is hoped that this Government will extend all the rights and privileges to which it is entitled as an agency of the United

States Government and the necessary facilities for playing its part in the cooperative educational program.

Your Excellency is good enough to state that you understand that the Government of Guatemala will be disposed to include among those rights and privileges the entry, free of customs duties and other taxes and charges, of the official supplies and equipment of the Inter-American Educational Foundation, Incorporated, as well as the personal effects and supplies of the employees of the Foundation who are citizens of the United States receiving compensation from the United States Government; and that the Foundation will be accorded every facility of free communication and transportation within the limits of Guatemala and, in addition, that the Foundation and its employees will be exempt from internal taxation.

I am pleased to state to Your Excellency that the Department of Public Education has informed me that, on the 12th of August, there was signed the agreement<sup>5</sup> specifying the details and modalities of the cooperative educational program; and, with respect to the rights and privileges which this Government is to extend to the Foundation and its employees, I am glad to inform Your Excellency that the said Department of Public Education has communicated to me, in a note which I have just received, that Your Excellency's interpretation of the matter is entirely satisfactory to the Government of Guatemala; for which effect, the above-mentioned Department of Public Education hopes to receive the declarations which the Inter-American Educational Foundation may make to the Government concerning the importation of official articles and equipment intended for the Foundation and the personal articles and effects of its employees, in order to take steps with the Department of Hacienda and Public Credit, in each case, for the free entry into the country of such articles.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration,

CARLOS SALAZAR

His Excellency BOAZ LONG,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States.  
City.*

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<sup>5</sup> TIAS 2073, *post*, p. 586.

# MILITARY AVIATION MISSION

*Agreement signed at Washington February 21, 1945*

*Entered into force February 21, 1945*

*Contract extended by agreement of August 3 and October 8, 1948*<sup>1</sup>

59 Stat. 1488; Executive Agreement Series 466

## AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA

In conformity with the request of the Government of the Republic of Guatemala to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Military Aviation Mission to the Republic of Guatemala under the conditions specified below:

### TITLE I

#### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Secretary of State for War of the Republic of Guatemala and with the personnel of the Guatemalan Air Force with a view to enhancing the efficiency of the Guatemalan Air Force.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Guatemala, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of Guatemala should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

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<sup>1</sup> *Post*, p. 603.

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Guatemala at any time during a period when either Government is involved in domestic or foreign hostilities.

## TITLE II

### *Composition and Personnel*

ARTICLE 6. This Mission shall consist of such number of personnel of the United States Army Air Forces as may be agreed upon by the Secretary of State for War of the Republic of Guatemala through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Secretary of State for War of the Republic of Guatemala or his authorized representative and by the War Department of the United States of America or its authorized representative.

## TITLE III

### *Duties, Rank and Precedence*

ARTICLE 7. Prior to the inception of operations by the Mission under this contract, a tentative program for the Mission will be informally agreed upon between the Secretary of State for War of the Republic of Guatemala and representatives of the Departments of War and State of the United States of America. Any changes in the program which experience may demonstrate to be desirable shall be similarly agreed upon.

ARTICLE 8. The mission shall carry out such duties as may be determined in pursuance of Article 7 and such other duties consistent with the purposes of this contract as set forth in Article 1 as may be assigned by the Secretary of State for War of the Republic of Guatemala. The members of the Mission shall be responsible directly to the Secretary of State for War of the Republic of Guatemala, solely through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army Air Forces, and shall wear the uniform of his rank in the United States Army Air Forces, but shall have precedence over all Guatemalan officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Guatemalan Air Force provide for Guatemalan officers and subordinate personnel of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army Air Forces.

ARTICLE 12. The Assistant Chief will, in addition to his other duties, give flight instruction, advise on technical matters, and supervise the Aviation Schools of the Civilian Aviation Clubs.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 13. Members of the Mission shall receive from the Government of the Republic of Guatemala such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of Guatemala for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Guatemala or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Secretary of State for War of the Republic of Guatemala in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 14. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 15. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Guatemala, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 16. Each member of the Mission and his family shall be furnished by the Government of the Republic of Guatemala with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Guatemala, both for the outward and for the return voyage. The Government

of the Republic of Guatemala shall also pay all expenses of shipment of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Guatemala as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from the Republic of Guatemala to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control.

ARTICLE 17. The Government of the Republic of Guatemala shall grant, upon request of the Chief of the Mission, exemption, from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Guatemala on official business of the Government of the Republic of Guatemala shall be provided by the Government of the Republic of Guatemala in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the Republic of Guatemala shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, and when necessary an airplane properly equipped, shall on call be made available by the Government of the Republic of Guatemala for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 20. The Government of the Republic of Guatemala shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 21. If any member of the Mission, or any of his family, should die in the Republic of Guatemala, the Government of the Republic of Guatemala shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Guatemala shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 16. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Guatemala, shall be paid to the widow of the deceased member or to any other person who may

have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

## TITLE V

### *Requisites and Conditions*

ARTICLE 22. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Guatemala shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Guatemalan Air Force, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Guatemala.

ARTICLE 23. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 26. The leave specified in the preceding Article may be spent in the Republic of Guatemala, in the United States of America, or in any other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 27. The Government of the Republic of Guatemala agrees to grant the leave specified in Article 25 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Guatemala.

ARTICLE 28. Members of the Mission who may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 29. The Government of the Republic of Guatemala shall provide suitable medical attention to members of the Mission and their families.

In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Secretary for War of the Republic of Guatemala, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of Guatemala shall be paid by the Government of Guatemala. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of the Republic of Guatemala. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

ARTICLE 30. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Joseph C. Grew, Acting Secretary of State of the United States of America, and Eugenio Silva Peña, Ambassador Extraordinary and Plenipotentiary of the Republic of Guatemala in Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, in Washington, this twenty-first day of February, one thousand nine hundred forty-five.

JOSEPH C. GREW  
E. SILVA PENA

## AGRICULTURAL EXPERIMENT STATION

*Memorandum of understanding signed at Guatemala March 10, 1945,  
supplementing memorandum of understanding of July 15, 1944  
Entered into force March 10, 1945  
Terminated August 4, 1950*<sup>1</sup>

59 Stat. 1471: Executive Agreement Series 464

The Honorable Boaz Long, Ambassador of the United States of America to the Republic of Guatemala, as one party, and the Honorable Pedro Cofiño, Secretary of Agriculture and Mining of the Republic of Guatemala, as the other party, both duly empowered and instructed by their respective Governments, have agreed to subscribe the following

### SUPPLEMENTARY MEMORANDUM OF UNDERSTANDING

1. The present Supplementary Memorandum of Understanding supplements and amends the Memorandum of Understanding signed at Guatemala on July 15, 1944<sup>2</sup> by the Honorable Carlos Salazar, Minister of Foreign Affairs of the Republic of Guatemala, and the Honorable Boaz Long, Ambassador of the United States of America, providing for cooperation between the two Governments in the establishment and operation of an agricultural experiment station in Guatemala.

2. The Government of the United States of America and the Government of the Republic of Guatemala desire to expand the economies and increase the security of the hemisphere through the cooperative conduct in Guatemala of agricultural investigations, demonstration, and extension designed to promote the more efficient production of agricultural products basic to the economy of Guatemala and complementary to the economy of the United States of America through the operation of a central agricultural experiment station provided for in the Memorandum of Understanding of July 15, 1944 between the Government of the Republic of Guatemala and the Government of the United States of America, and the eventual establishment and operation of such branch and substation as may be necessary and for which funds and personnel are available.

3. The Government of the United States of America and the Government of the Republic of Guatemala mutually agree that, in order to provide

<sup>1</sup> Pursuant to notice of termination given by Guatemala Aug. 3, 1950.

<sup>2</sup> EAS 422, *ante*, p. 562.

joint supervision over the cooperative aspect of the project and in order to furnish a ready means for consultation between the two Governments in regard thereto, there shall be established a Supervisory Commission composed of one representative of each of the two Governments. The representative of the Guatemalan Government shall be the Secretary of Agriculture.

4. A board shall be appointed by the Government of the Republic of Guatemala to guide the Guatemalan member of the Supervisory Commission and to advise the Director of the Station through the Supervisory Commission. This Board shall consist of the Director General de Agricultura de Guatemala, the Jefe del Departamento de Fincas Rusticas Nacionales, and four agriculturists to be appointed on the recommendation of the Asociacion General de Agricultores de Guatemala. The appointment by the Government of the Republic of Guatemala of agriculturists as members of the Board shall be for two years, excepting that one-half of the original membership shall be appointed for the term of one year. The Commissioner appointed by the Government of the Republic of Guatemala is to be Chairman of the Board and the Director of the Station shall be an *ex officio* member.

5. Working Agreements shall be formulated as a result of the resolutions passed at the formal meetings of the Commissioners representing the two Governments. In formulating such Working Agreements the Commissioners shall take into consideration the advice of the Board. Working Agreements shall be deemed to be definitive instructions by the Commissioners to the Director of the Station on the cooperative aspects of the operation of the station.

6. The Government of the Republic of Guatemala shall provide:

(a) Entry free of customs duties for (1) supplies and equipment for the station, and (2) supplies, clothes, foodstuffs, and personal belongings of the United States members of the station staff whose salaries are paid by the Government of the United States of America; and

(b) Exemption from all taxes in respect of the salaries of United States members of the station staff whose salaries are paid by the Government of the United States of America.

No supplies or property so brought into Guatemala shall be disposed of within Guatemala except as approved by the appropriate agency of the Government of the Republic of Guatemala.

7. The Government of the Republic of Guatemala agrees not to impose taxes or assessments of any nature on any of the research investigation activities of the cooperative agricultural experiment station or of its sub-stations.

8. The Government of the United States of America, through the United States Department of Agriculture, agrees to provide the services of scientists to perform the function of direction of the station, and to conduct in conjunction with Guatemalan associates, the various production and utilization investigations in the fields of agricultural engineering, animal husbandry,

entomology, horticulture or agronomy, chemistry, soils, pathology, and extension.

9. All provisions of the Memorandum of Understanding of July 15, 1944 not specifically mentioned in this amendment shall remain as originally agreed upon by the two Governments.

10. This Supplementary Memorandum of Understanding shall come into force on the day of signature and shall continue in force during the life of the Memorandum of Understanding of July 15, 1944, unless the Congress of either country shall fail to appropriate the funds necessary for its execution, in which event it may be terminated on written notice by either Government.

Signed and sealed at Guatemala, in duplicate, in the English and Spanish languages this tenth day of March, 1945.

For the United States of America:

BOAZ LONG [SEAL]

*Ambassador Extraordinary and  
Plenipotentiary*

For the Republic of Guatemala:

P. COFINO [SEAL]

*Secretario de Estado en el Despacho  
de Agricultura y Minería*

## MILITARY MISSION

*Agreement signed at Washington May 21, 1945*

*Entered into force May 21, 1945*

*Contract extended by agreement of August 3 and October 8, 1948*<sup>1</sup>

59 Stat. 1392; Executive Agreement Series 459

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUATEMALA

In conformity with the request of the Government of the Republic of Guatemala to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers of the United States Army to constitute a Military Mission to the Republic of Guatemala under the conditions specified below:

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of National Defense of the Republic of Guatemala and with the personnel of the Guatemalan Army, with a view to enhancing the efficiency of the Guatemalan Army, and to serve as Adviser to the Guatemalan Army General Staff, as Adviser to the Director of the various military academies, and as Adviser to assist in the organization of an Army Service Forces.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Guatemala, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of Guatemala should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

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<sup>1</sup> *Post*, p. 605.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Guatemala at any time during a period when either Government is involved in domestic or foreign hostilities.

## TITLE II

### *Composition and Personnel*

ARTICLE 6. This Mission shall consist of such number of personnel of the United States Army as may be agreed upon by the Minister of National Defense of the Republic of Guatemala through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of National Defense of the Republic of Guatemala or his authorized representative and by the War Department of the United States or its authorized representative.

## TITLE III

### *Duties, Rank and Precedence*

ARTICLE 7. Prior to inception of operations by the Mission under this Agreement, a tentative program for the Mission will be informally agreed upon between the Minister of National Defense of the Republic of Guatemala and representatives of the United States War and State Departments. Any changes in this program which experience may demonstrate to be desirable shall be similarly agreed upon. The Mission shall carry out such duties as may be determined in pursuance of this Article and such other duties consistent with the purposes of this Agreement as set forth in Article 1 as may be assigned by the Minister of National Defense of the Republic of Guatemala. The members of the Mission shall be responsible directly to the Minister of National Defense of the Republic of Guatemala.

ARTICLE 8. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and shall wear the uniform of his rank in the United States Army, but shall have precedence over all Guatemalan officers of the same rank.

ARTICLE 9. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Guatemalan Army provide for Guatemalan officers of corresponding rank.

ARTICLE 10. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 11. Members of the Mission shall receive from the Government of the Republic of Guatemala such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of Guatemala for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Guatemala or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Minister of National Defense of the Republic of Guatemala in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 12. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 13. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Guatemala, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 14. Each member of the Mission and his family shall be furnished by the Government of the Republic of Guatemala with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Guatemala, both for the outward and for the return voyage. The Government of the Republic of Guatemala shall also pay all expenses of shipment of household effects, baggage and automobile of each member of the Mission between the port of embarkation in the United States of America and his

official residence in the Republic of Guatemala as well as all expenses incidental to the transportation of such household effects, baggage and automobile from the Republic of Guatemala to the port of entry in the United States of America. Transportation of such household effects, baggage and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control.

ARTICLE 15. The Government of the Republic of Guatemala shall grant, upon request of the members of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the Chargé d'Affaires ad interim.

ARTICLE 16. Compensation for transportation and traveling expenses in the Republic of Guatemala on official business of the Government of the Republic of Guatemala shall be provided by the Government of the Republic of Guatemala in accordance with the provisions of Article 9.

ARTICLE 17. Suitable motor transportation with chauffeur shall, on call, be made available by the Government of the Republic of Guatemala for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18. The Government of the Republic of Guatemala shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19. If any member of the Mission, or any member of his family, should die in the Republic of Guatemala, the Government of the Republic of Guatemala shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Guatemala shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their household effects, baggage and automobile shall be provided as prescribed in Article 14. All compensation due the deceased member, including salary for the fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Guatemala, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by

the deceased. All compensations due the widow or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

## TITLE V

### *Requisites and Conditions*

ARTICLE 20. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Guatemala shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Guatemalan Army, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Guatemala.

ARTICLE 21. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 22. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 23. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 24. The leave specified in the preceding Article may be spent in the Republic of Guatemala, in the United States of America or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 25. The leave specified in Article 23 may be spent in foreign countries, subject to the standing instructions of the War Department of the United States of America concerning visits abroad. In all cases the said leave or portions thereof shall be taken by the officers only after consultation with the Ministry of National Defense of the Republic of Guatemala with a view to ascertaining the mutual convenience of the Government of the Republic of Guatemala and the officers in respect to this leave.

ARTICLE 26. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 27. The Government of the Republic of Guatemala shall provide suitable medical attention for the officers and their families. In case an

officer or any member of his family becomes ill or suffers injury, he or she shall be placed in such hospital as the officer deems suitable after consultation with the Ministry of National Defense of the Republic of Guatemala; and all expenses incurred as the result of such illness or injury, while the officer is a member of the Mission and remains in the Republic of Guatemala, shall be paid by the Government of the Republic of Guatemala. The officer shall in all cases pay the cost of subsistence incident to his hospitalization or that of a member of his family, except as may be provided in Article 9.

ARTICLE 28. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Joseph C. Grew, Acting Secretary of State of the United States of America, and Dr. Enrique López-Herrarte, Chargé d'Affaires ad interim of the Republic of Guatemala in Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, in Washington, this twenty-first day of May, one thousand nine hundred forty-five.

For the United States of America:  
JOSEPH C. GREW

For the Republic of Guatemala:  
ENRIQUE LOPEZ HERRARTE

## COOPERATIVE EDUCATION PROGRAM

*Exchange of notes at Guatemala October 23, 1945, and May 6, 1947, extending agreement of August 10 and September 16, 1944; contracts of August 12, 1944, and October 23, 1945, between Inter-American Educational Foundation and Guatemalan Ministry of Public Education*

*Entered into force May 6, 1947; operative from August 12, 1944  
Program further extended by agreements of June 29 and July 10, 1948,<sup>1</sup>  
and July 28 and August 19, 1949<sup>2</sup>  
Program terminated June 30, 1950<sup>3</sup>*

62 Stat. 4008; Treaties and Other  
International Acts Series 2073

### EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY

GUATEMALA, *October 23, 1945*

No. 396

EXCELLENCY:

I have the honor to refer to Note No. 11959, of September 16, 1944,<sup>4</sup> of Your Excellency's Ministry, and to previous and subsequent correspondence relating to the Cooperative Educational Program which is being undertaken jointly by the Government of Guatemala and the Government of the United States under terms of an agreement signed on August 12, 1944<sup>5</sup> by the then Minister of Public Education of Your Excellency's Government and the Vice President of the Inter-American Educational Foundation, Inc., a corporation of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America.

The original agreement of August 12, 1944 was drawn in quite general terms. A survey of the schools made since the Agreement was signed, and the scope of the plans which the Ministry of Public Education has made for their improvement, have indicated the desirability of amplifying the terms

<sup>1</sup> TIAS 2076, *post*, p. 599.

<sup>2</sup> TIAS 2077, *post*, p. 607.

<sup>3</sup> By agreement of June 30, 1950, between representatives of the Institute of Inter-American Affairs and the Guatemalan Minister of Public Education (not printed).

<sup>4</sup> EAS 450, *ante*, p. 566.

<sup>5</sup> *Post*, p. 586.

of the original agreement. I understand that the Ministry of Public Education of Your Excellency's Government and qualified experts of the Foundation have now agreed informally to a continuation and amplification of the Cooperative Educational Program, and of the terms of the original agreement.

In this respect, it is my understanding that the Government of Guatemala is prepared to create as an integral part of its Ministry of Education, a special organism with juridical personality to be known as the Servicio Cooperativo Interamericano de Educacion, which shall act as the intermediary between the two governments in carrying out the Cooperative Program, and of which the Special Representative of the Foundation shall be appointed Director. It is my further understanding that the Government of Guatemala is prepared, to contribute Fifty Thousand Quetzales (Q50,000) in cash, over a period of three years, to a bank account to be established in the name of the Servicio for carrying out local projects and to set up, also in the name of the Servicio, a special account of One Hundred Thousand Quetzales (Q100,000) to be used, over the same period of time, exclusively in the construction of school buildings in connection with the Cooperative Program as mutually agreed upon by the Minister of Public Education and the Special Representative of the Foundation. I am advised that the Foundation is prepared on its part to contribute the sum of One Hundred Thousand Dollars (\$100,000) in cash, over a period of three years, to the Servicio account for local projects and to provide, over the same period, technical personnel and pay their salaries and expenses in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000).

I understand, also, that the Government of Guatemala is disposed to continue making available to the Foundation, and to make available to the Servicio, such office space, office equipment and furnishings, and other of its facilities, materials and supplies as it may conveniently supply for the program, and that it is disposed to grant to the Servicio exemption and immunity from any and all taxes, fees, charges, imposts, and customs duties whether national, departmental, provincial, or municipal and from all requirements for licenses, and to grant both to the Servicio and to its official personnel all the rights and privileges, such as postal, telegraph, and telephone franks and right to special government rates allowed by domestic companies of maritime, rail and air travel, telegraph and telephone, etc., which are enjoyed by the dependencies and officials of the Government of the Republic. I understand that the Republic is disposed to accept the Foundation as an agency of the Government of the United States, entitled to the exemptions and immunities enumerated above, and also to grant to the Foundation all the rights and privileges enumerated above, and to the personnel of the Foundation, who are citizens of the United States of America, exemption from all Guatemalan income taxes and social security taxes on income on which they are obliged to pay equivalent taxes to the United States of America, from property taxes on personal property intended for their own use, and from customs duties

on their personal effects and on supplies and equipment imported and exported for their personal use.

I understand that, pursuant to Article 9 of the original agreement, the details of the expanded Cooperative Program are currently being worked out in an amplificatory Agreement between the representatives of the Ministry of Public Education of Your Excellency's Government and the Inter-American Educational Foundation, Inc.

I should appreciate receiving from Your Excellency confirmation that my understanding of the arrangements described in this note is correct and that the points outlined herein are satisfactory to the Government of Guatemala.

Please accept, Excellency, the reassurance of my highest and most distinguished consideration.

EDWIN J. KYLE

His Excellency

Licenciado don GUILLERMO TORIELLO,  
*Minister of Foreign Relations,*  
*Guatemala.*

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS  
REPUBLIC OF GUATEMALA  
Diplomatic Section

360 E. (73-0)

GUATEMALA, *May 6, 1947*

MR. AMBASSADOR:

I have the honor to inform Your Excellency, that in reference to your courteous note No. 396 dated October 23, 1945, and to previous correspondence on the same subject, the Congress of the Republic, by Decree issued on April 15, 1947, approved the Agreement on a cooperative educational program and the respective amplificatory Agreement, signed in this capital by the Minister of Public Education representing the Government of Guatemala and by the Vice President of the Inter-American Educational Foundation of the United States of America on August 12, 1944 and October 23, 1945, respectively.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

EUGENIO SILVA PEÑA  
*Minister of Foreign Relations*

His Excellency EDWIN J. KYLE,

*Ambassador Extraordinary and Plenipotentiary*  
*of the United States of America.*  
*City.*

## CONTRACTS

*Agreement between the Republic of Guatemala and the Inter-American Educational Foundation, Inc.*

THE REPUBLIC OF GUATEMALA (hereinafter called the "Republic"); and the INTER-AMERICAN EDUCATIONAL FOUNDATION, INC., a corporation of the office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to celebrate the following contract to undertake a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between Guatemala and the United States, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October 1943.

1. The said cooperative educational program may include:

a. Furnishing by the Foundation of a Field Staff of educational specialists requested by the Secretaría de Estado en el Despacho de Educación Pública for service in Guatemala in carrying out the cooperative educational program;

b. Grants to permit Guatemalan educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experience with United States educators;

c. Exploration and survey in Guatemala of local educational needs and resources for carrying out training projects in the normal schools in the field of teacher training for rural, and primary and elementary urban schools.

d. Development, adaptation, and exchange of suitable teaching materials for teachers on the primary and elementary levels.

e. Local projects needed to implement the program in Guatemala.

2. The Field Staff shall be under the direction of an official who shall have the title of Special Representative, Inter-American Educational Foundation, Inc., and who shall be the representative of the Foundation in connection with the program to be undertaken in accordance with this Agreement. The Special Representative and other members of the Field Staff shall be acceptable to the Republic.

3. The said cooperative educational program shall be carried out in Guatemala through the Secretaría de Estado en el Despacho de Educación Pública de la República de Guatemala, with the technical advice and assistance of the Field Staff of the Foundation, as provided herein. It shall consist of individual Projects. The Projects shall consist of specific kinds of work and activity to be undertaken by the representatives of either or both Governments in the execution of this Agreement. The Projects and the allocation of funds therefor shall be mutually agreed upon in writing by the Secretaría de Estado en el Despacho de Educación Pública of the Republic and the Special Representative of the Foundation.

4. The Foundation shall pay the salaries and other expenses payable directly to the members of the Field Staff in an amount not to exceed Seventy Thousand Dollars (\$70,000), U.S. currency and shall in addition pay into a special bank account in the bank of the Republic's choice, to be entitled "Cooperative Education Program—Inter-American Educational Foundation, Inc.," from time to time on the basis of need as determined by the Special Representative of the Foundation and the Secretaría de Estado en el Despacho de Educación Pública, the sum or sums which will aggregate Thirty Thousand Dollars (\$30,000), U.S. currency. The Republic shall, in addition to its regular budget for education, pay into the said special bank account from time to time on the basis of need, as determined by the Secretaría de Estado en el Despacho de Educación Pública and the Special Representative of the Foundation, the sum or sums which will aggregate Fifty Thousand Quetzales (Q50,000), Guatemalan currency. Within sixty days after the execution of this Agreement the Foundation shall pay into the said special bank account the sum of Ten Thousand Dollars (\$10,000), U.S. currency, and the Republic shall pay into the said special bank account Seventeen Thousand Quetzales (Q17,000), Guatemalan currency, as the first installment from each Government for the said cooperative educational program. The funds in the said special bank account shall be administered by the Foundation and devoted exclusively to the said cooperative educational program as provided herein, and all Contracts necessary to carry out the terms of the Projects mutually agreed to by the representatives of the two Governments shall be in the name of the Foundation. If the Republic desires and so notifies the Foundation in writing, checks for the expenditure of funds in the said special bank account shall be countersigned by a representative of the Republic. The books and records of the Foundation relating to the said cooperative educational program shall be open at all times for inspection by representatives of the Republic, and the Foundation shall render financial reports to the Republic at such times as may be agreed upon between the Secretario de Estado en el Despacho de Educación Pública and the Special Representative of the Foundation.

5. The Foundation shall use its best efforts to obtain such assistance and cooperation of the Coordinator of Inter-American Affairs and other agencies, both public and private, in the United States, as may be appropriate for the execution of the said cooperative educational program. The Republic shall make available office space, office equipment, furnishings and such other of its facilities, material, equipment and supplies as it may conveniently provide for the said program, and shall lend the general assistance thereto of the other Departments of the Republic.

6. In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America the Secretario de Estado en el Despacho de Educación Pública and the Special Represent-

ative of the Foundation may agree to withhold from the payments to be made by the Foundation, into the said special bank account, as provided herein, an amount deemed to be necessary to pay for such purchases of materials and supplies in the United States of America. Any funds so withheld by the Foundation for such purchases and not expended or obligated therefor shall be deposited in the said special bank account at any time upon the mutual agreement of the Secretario de Estado en el Despacho de Educación Pública and the Special Representative of the Foundation.

7. The funds paid and payable into the said special bank account by the parties hereto shall continue to be available for the said cooperative educational program during the existence of this Agreement. Interest, if any, on any balances of funds in the said special bank account shall be used for the said cooperative educational program. The Secretario de Estado en El Despacho de Educación Pública and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds remaining in the said special bank account upon the termination of this Agreement. In the event that, upon the expiration of each twelve-month period of this Agreement, the Foundation deems that the said funds which it has set aside for the payment of salaries and other expenses directly payable to members of the Field Staff, as provided in Paragraph 4 hereof, will be more than is needed for that purpose, the Foundation, at the end of each such twelve-month period, shall advise the Republic of the additional sum which has become available for Projects and such additional sum shall be paid into the said special bank account or otherwise disposed of pursuant to this Agreement. At least six months prior to the termination of this Agreement the Foundation shall similarly notify the Republic as to what, if any, of such funds will be available for Projects of the said cooperative educational program during the remainder of the program, and the disposition of any such funds so made available shall be determined by mutual agreement between the Secretario de Estado en el Despacho de Educación Pública and the Special Representative of the Foundation.

8. Any right, power, or duty conferred by this Agreement upon either the Secretario de Estado en el Despacho de Educación Pública or the Special Representative of the Foundation may be delegated by the recipient thereof to representatives, provided that such representatives are satisfactory to the said official of the other Government.

9. This Agreement may be amended from time to time if deemed advisable by the parties hereto, such amendments to be in writing and signed by representatives of the Republic and the Foundation.

10. The Executive Power of the Republic will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this Agreement.

11. This Agreement shall be in force for a period of three years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, in English and in Spanish, in Guatemala, C.A., on the twelfth day of August, 1944.

Republic of Guatemala

By LUIS GAITAN

*Secretario de Estado en el  
Despacho de Educación Pública*

Inter-American Educational  
Foundation, Inc.

By KENNETH HOLLAND

*Vice-President*

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*Amplifying Agreement between the Republic of Guatemala and the Inter-American Educational Foundation, Inc.*

The REPUBLIC OF GUATEMALA (hereinafter called the "Republic"); and the INTER-AMERICAN EDUCATIONAL FOUNDATION, INC., a corporation of the Office of Inter-American Affairs and an Agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to celebrate the following contract of amplification of the Agreement signed between representatives of the Republic and the Foundation on August 12, 1944, which Agreement provided for the undertaking of a Cooperative Educational Program to promote Inter-American understanding by bringing about a better interchange of educators, and educational ideas and methods, between Guatemala and the United States, pursuant to Resolution 28 of the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October, 1943, and pursuant to Resolution 58 adopted by the Inter-American Conference on Problems of War and Peace, held at Mexico City in February and March, 1945.

The said original Agreement of August 12, 1944 was drawn in general terms. A survey of the schools made since the Agreement was signed, and the scope of the plans which the Ministry of Public Education has made for their improvement, have indicated the desirability of amplifying the terms of the said original Agreement. The parties hereto therefore agree, effective as of this date, to the continuation and amplification of the Cooperative Educational Program in Guatemala and of the terms of the said original Agreement as follows:

1. The Republic shall create, as an integral part of its Ministry of Public Education, an organism with juridical personality to be known as the *SERVICIO COOPERATIVO INTERAMERICANO DE EDUCACION* (hereinafter called the "Servicio"), which shall be the intermediary between the two Governments for the carrying out of the said Cooperative Educational Program in Guatemala. The Field Staff of the Foundation shall render technical advice and assistance to the Servicio in carrying out the said Program.

2. The Field Staff of the Foundation shall be under the direction of an official who shall have the title of Special Representative, Inter-American Educational Foundation, Inc., and who shall be the representative of the Foundation in connection with the Cooperative Educational Program in Guatemala. The Special Representative and the other members of the Field Staff shall be acceptable to the Republic. The Minister of Public Education shall be the representative of the Republic in connection with the Cooperative Educational Program.

3. The Special Representative of the Foundation shall be the Director of the Servicio. The Director of the Servicio shall, in agreement with the Minister of Public Education, select, appoint, and discharge its employees and determine their salaries and conditions of employment. The Director shall direct, manage, and supervise the other affairs and activities of the Servicio, and may delegate authority to persons employed by the Servicio, to officials or employees of the Republic, or to members of the Field Staff of the Foundation. Contracts for the execution of Projects mutually agreed upon as hereinafter provided shall be executed in the name of the Servicio by the Director of the Servicio or by his duly designated representative.

4. The said Cooperative Educational Program shall include:

A. Collaboration between Guatemalan educators and a Field Staff of educational specialists requested by mutual accord between the Minister of Public Education and the Special Representative of the Foundation and furnished by the Foundation for service in Guatemala in carrying out the Cooperative Educational Program.

B. Provision, by means of mutually approved Project Agreements, for the advancement of the program in Guatemala through such activities as:

(1) Exploration and survey of local educational needs and resources for carrying out teacher-training projects in the normal schools;

(2) Training and specialization of Guatemalan teachers in Guatemala and in the United States;

(3) Provision of opportunities for Guatemalan educators to go to the United States to lecture, to teach, and to interchange ideas and experience with the United States educators;

(4) Development, adaptation, procurement, and exchange of suitable teaching materials for teachers and teacher-trainers;

(5) Other Projects of an educational nature which may be mutually agreed upon as provided herein.

5. The Cooperative Educational Program shall consist of individual Projects of specific kinds of work and activity. The Projects and the allocations of funds therefor shall be mutually agreed upon in writing by the Minister of Public Education and the Special Representative of the Foundation, and the Projects shall be carried out through the Servicio in conformity with policies and procedures prescribed jointly by the Minister of Public Education and the Special Representative of the Foundation. Projects previously agreed upon pursuant to the said original Agreement shall be carried out through the Servicio in accordance with the terms of this Agreement.

6. Pursuant to the said original Agreement, a special bank account entitled "Cooperative Education Program—Inter-American Educational Foundation, Inc." has been established by the Foundation in the Banco Central de Guatemala. Promptly upon the creation of the Servicio, the Foundation shall deposit the unobligated balance of the funds in the said special bank account, in a different bank account to be established in the name of the Servicio. The Foundation shall pay into the said bank account of the Servicio the total sum of One Hundred Thousand dollars (\$100,000), U.S. Currency, and the Republic shall pay into the said bank account of the Servicio the total sum of Fifty Thousand quetzales (Q50,000), Guatemalan Currency, as provided herein. The payments by each party shall be made, respectively, unless other dates of deposit are established by mutual agreement between the Minister of Public Education and the Special Representative of the Foundation, in conformity with the following schedule:

Date	Deposits to be made by the Foundation	Deposits to be made by the Republic
On or before November 15, 1945	\$33,334.00	Q 17,000.00
On or before November 15, 1946	33,333.00	17,000.00
On or before November 15, 1947	33,333.00	16,000.00
	\$100,000.00	Q 50,000.00

The amount of the initial deposit of each party above specified shall be reduced respectively by the amount or amounts of any funds already deposited by that party into the said special bank account opened in the name of the Foundation pursuant to the said original Agreement. The funds deposited for any given period by either party in the bank account of the Servicio shall not be withdrawn therefrom until the funds for that period have been deposited by both parties.

7. The Foundation shall, in addition to its contribution in cash to the bank account of the Servicio, determine and pay the salaries and other ex-

penses of its Field Staff in Guatemala during the period of this Agreement in an amount not to exceed One Hundred Fifty Thousand dollars (\$150,000), U.S. Currency. The Republic shall, in addition to its said contribution for local Projects to the bank account of the Servicio, establish a special fund in the total amount of One Hundred Thousand quetzales (Q100,000), Guatemalan Currency, to be devoted exclusively to the construction of school buildings in connection with the said Cooperative Educational Program, as mutually agreed upon by the Minister of Public Education and the Special Representative of the Foundation. The said sum of One Hundred Thousand quetzales (Q100,000) shall be deposited by the Republic in a separate bank account in the name of the Servicio at such time or times and in such amount or amounts as shall be agreed upon by mutual agreement between the Minister of Public Education and the Special Representative of the Foundation. Accordingly, the maximum cash contribution of the Foundation for the said Cooperative Educational Program shall be Two Hundred Fifty Thousand dollars (\$250,000), and that of the Republic shall be One Hundred Fifty Thousand quetzales (Q150,000). The Republic shall also continue to make available to the Servicio such office space, office equipment and furnishings and such other of its facilities, material, equipment, and supplies as it may conveniently provide for the program.

8. The funds paid and payable by the parties hereto into the bank account of the Servicio shall continue to be available for the said Cooperative Educational Program during the existence of this Agreement. Interest, if any, on the funds in the bank account of the Servicio shall be used for the purposes of the said Cooperative Educational Program. The Minister of Public Education and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds remaining in the bank accounts of the Servicio upon the termination of this Agreement. The accounts of the Servicio shall be audited at such times and in such manner as may be agreed upon between the Minister of Public Education and the Special Representative of the Foundation.

9. In view of the fact that purchases of some materials and supplies must be made in the United States of America, the Minister of Public Education and the Special Representative of the Foundation may agree to withhold from the deposits to be made by the Foundation into the bank account of the Servicio, as provided herein, an amount or amounts deemed to be necessary to pay for such purchases. Any funds so withheld by the Foundation for such purchases and not obligated therefore shall be deposited in the bank account of the Servicio at any time upon the mutual agreement of the Minister of Public Education and the Special Representative of the Foundation.

10. The Servicio shall be exempt and immune from any and all taxes, fees, charges, imposts and customs duties, whether national, departmental, provincial or municipal, and from all requirements for licenses. The Servicio

and its official personnel shall also enjoy all the rights and privileges which are enjoyed by departments and officials of the Republic. Such rights and privileges shall include, for example, postal, telegraph and telephone franks and the right to special rates allowed to the departments of the Republic by domestic companies of maritime, railroad, and air travel, telegraph, telephone, etc. The Republic agrees to accept and recognize the Foundation as an Agency of the Government of the United States of America, and, accordingly, the Foundation shall be entitled, among other things, to all the exemptions and immunities enumerated above. The Foundation shall also enjoy all the rights and privileges above set forth. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Guatemalan income taxes and social security taxes with respect to income on which they are obliged to pay income or social security tax to the Government of the United States of America, and from property taxes on personal property intended for their own use. Said employees shall also be exempt from customs duties on their personal effects and on supplies and equipment imported or exported for their personal use.

11. Any right, power, or duty conferred by this Agreement upon either the Minister of Public Education or the Special Representative of the Foundation may be delegated by the recipient thereof to one or more representatives, provided that each such representative shall be satisfactory to both officials.

12. The Executive Organism of the Republic shall take the necessary steps to obtain the legislation, decrees, orders, or resolutions necessary to carry out the terms of this Agreement, and this Agreement shall remain in force until at least June 30, 1948. It shall be terminated by either party hereto on that date or at any time thereafter by giving to the other party at least sixty (60) days' written notice in advance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in English and in Spanish, by their duly authorized representatives, in Guatemala, C.A., this twenty-third day of October 1945.

Republic of Guatemala

By: M. M. AVILA A.  
*Secretario de Educación*

Inter-American Educational Foundation, Inc.

By: KENNETH HOLLAND  
*President*

## U.S. ARMED FORCES IN GUATEMALA

*Exchange of notes at Guatemala August 29, 1947*

*Entered into force August 29, 1947*

*Terminated September 23, 1954*<sup>1</sup>

61 Stat. 3289; Treaties and Other  
International Acts Series 1663

*The American Ambassador to the Under Secretary for Foreign Affairs*

No. 213

GUATEMALA, August 29, 1947

EXCELLENCY:

I have the honor to refer to the conversations which have taken place between the representatives of the Government of the United States of America and representatives of the Government of Guatemala regarding paragraph 7 of the Resolution on the Principles Governing the General Regulation and Reduction of Armaments, adopted by the General Assembly of the United Nations on December 14, 1946.

It is the understanding of the Government of the United States of America that, in order to eliminate any question regarding conformity with paragraph 7 of the above-mentioned Resolution, the two Governments agree as follows:

(1) The members of the armed forces of the United States of America now stationed in the territory of Guatemala have been and are so stationed with the full and freely given consent of the Government of Guatemala.

(2) The Government of Guatemala consents that those armed forces continue to be so stationed until such time as the Government of Guatemala withdraws its consent thereto or until the treaties of peace with the Axis powers are signed.

(3) The number of men, members of those armed forces, who are now so stationed is less than one hundred and they are not combat troops. The presence of those men is already covered by previous arrangements between the two Governments.

I have the honor to inform Your Excellency that this note, together with your note in reply, will be considered by the Government of the United States of America as placing on record the understanding of the two Governments in regard to this matter.

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<sup>1</sup> Date of deposit by Guatemala of its ratification of the Japanese peace treaty (3 UST 3169; TIAS 2490).

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

EDWIN J. KYLE

His Excellency

Licenciado ARTURO HERBRUGER ASTURIAS,  
*Under Secretary for Foreign Affairs,  
 In Charge of the Ministry for Foreign Affairs,  
 Guatemala.*

*The Under Secretary for Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS  
 REPUBLIC OF GUATEMALA  
 Diplomatic Section

032

GUATEMALA, *August 29, 1947*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note, Number 213, of this date, relative to the conversations which took place between the representatives of the Government of Guatemala and the Government of the United States of America, with respect to paragraph 7 of the Resolution on Principles governing General Regulation and Reduction of Armaments, adopted by the General Assembly of the United Nations on December 14, 1946.

By virtue thereof, in the name of my Government, I have the honor to confirm the understanding on the part of the Government of the United States of America and to state that, in order to eliminate any question as to conformity with paragraph 7 of the above-mentioned Resolution, the two Governments agree upon the following:

[For text of agreement, see numbered paragraphs in U.S. note, above.]

I have the honor to inform Your Excellency that this note, together with your note to which I am replying, shall be considered as ratification of the understanding of the two Governments with respect to the matter under consideration.

I avail myself of the opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration.

ARTURO HERBRUGER,  
*Under Secretary  
 in charge of the Ministry*

His Excellency

EDWIN J. KYLE,  
*Ambassador Extraordinary and Plenipotentiary  
 of the United States of America,  
 City.*

## INTER-AMERICAN HIGHWAY

*Exchange of notes at Guatemala May 18, 1948, amending agreement of  
May 19, 1943*

*Entered into force May 18, 1948*

62 Stat. 3923; Treaties and Other  
International Acts Series 2001

*The American Ambassador to the Minister of Foreign Affairs*

No. 65

GUATEMALA, May 18, 1948

EXCELLENCY:

I have the honor to refer to the agreement effected by an exchange of notes on May 19, 1943<sup>1</sup> concerning cooperation between the United States and Guatemala in the improvement of the Inter-American Highway in Guatemala pursuant to Public Law No. 375 of the United States of America, approved December 26, 1941,<sup>2</sup> and subject to the appropriation of the necessary funds by the Congress of the United States of America.

The Congress of the United States of America in an act, approved May 3, 1945,<sup>3</sup> appropriated for the Inter-American Highway \$1,000,000 of the \$20,000,000 authorized by the act of December 26, 1941 (Public Law No. 375). This appropriation, however, was made subject to the condition imposed by the following proviso:

“Provided, That no part of the appropriation made in this paragraph for use in any cooperating country shall be available for obligation or expenditure unless said cooperating country executes a written agreement that it will impose no restrictions on the use of the highway, nor levy directly or indirectly any tax or charge for such use, by traffic or vehicles from any other country that do not apply with equal force to the like use of the highway by traffic or vehicles of the cooperating country.”

In view of the intention of the Federal Works Agency of the United States of America to allot the above-mentioned appropriation of \$1,000,000 for expenditure in Guatemala, my Government proposes that, as a supplementary agreement to the agreement effected by an exchange of notes on May 19, 1943, the Government of Guatemala will, in accordance with the proviso of

<sup>1</sup> EAS 345, *ante*, p. 545.

<sup>2</sup> 55 Stat. 860.

<sup>3</sup> 59 Stat. 117.

the aforesaid appropriation act of May 3, 1945, agree to the condition that it will not impose any restriction on the use of the Inter-American Highway, nor levy directly or indirectly any tax or charge for such use, by traffic or vehicles from any other country that do not apply with equal force to the like use of the highway by traffic or vehicles of Guatemala.

Except as amended herein, there shall remain in full force and effect the Agreement effected by the exchange of notes of May 19, 1943, and any memorandum of understanding related thereto concluded subsequently between the Director General of Roads on behalf of the Republic of Guatemala and the Commissioner of Public Roads on behalf of the Government of the United States of America.

The Government of the United States of America is prepared, if this proposal is acceptable to the Government of Guatemala, to regard the present note and Your Excellency's reply to the same effect as constituting an agreement between the two Governments which shall take effect this day, supplementing the agreement effected by an exchange of notes on May 19, 1943.

I avail myself of this opportunity to extend to Your Excellency the renewed assurances of my highest and most distinguished consideration.

EDWIN J. KYLE

His Excellency

Licenciado ENRIQUE MUÑOZ MEANY,  
*Minister for Foreign Affairs,*  
*Guatemala.*

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS  
REPUBLIC OF GUATEMALA  
Diplomatic Section

693 (73-0)

7929

GUATEMALA, *May 18, 1948*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note dated today relative to the appropriation of \$1,000,000 by the Congress of the United States (Act of May 3, 1945) for the Pan American Highway, which is subject to the condition established in the following proviso:

"Provided, That no part of the appropriation made in this paragraph for use in any cooperating country shall be available for obligation or expenditure unless said cooperating country executes a written agreement that it will impose no restrictions on the use of the highway, nor levy directly or indirectly any tax or charge for such use, by traffic or vehicles from any other

country that do not apply with equal force to the like use of the highway by traffic or vehicles of the cooperating country.”

Your Excellency states that, in view of the intention of the Federal Works Agency of the United States of America to allot the above-mentioned appropriation of \$1,000,000 for expenditure in Guatemala, the Government of the United States of America proposes a supplementary agreement to the agreement effected by an exchange of notes on May 19, 1943, by which the Government of Guatemala agrees to the proviso of the aforesaid appropriation act of May 3, 1943 [1945].

Your Excellency further states that the Government of the United States of America is prepared, if this proposal is accepted, to regard the note the receipt of which is hereby acknowledged and the reply of my Government as constituting an agreement between the two Governments which shall take effect this day, supplementing the agreement effected by an exchange of notes on May 19, 1943.

I have the honor to inform Your Excellency that the Government of Guatemala accepts the proposal of your illustrious Government with the understanding that, without prejudice to the provisions established by means of the present agreement, the agreement effected by an exchange of notes on May 19, 1943, and any memorandum of an understanding relative to the same agreement which may have been reached subsequently between the Director General of Highways representing the Government of Guatemala and the Commissioner of Public Roads in the name of the Government of the United States of America will continue in full effect.

Furthermore, I am to state to Your Excellency that my Government agrees to the condition that Guatemala will impose no restrictions on the use of the Pan American Highway, nor levy directly or indirectly any tax or charge for such use, by traffic or vehicles from any other country that do not apply with equal force to the like use of the highway by traffic or vehicles of Guatemala, but that, as a formal requirement, this proviso is subject to the approval of the Congress of Guatemala.

The Government of Guatemala considers this arrangement as supplementary to the arrangement effected between the two Governments by an exchange of notes dated May 19, 1943, and as entering in effect this day.

Accept, Excellency, the renewed assurance of my highest and most distinguished consideration.

E. MUÑOZ MEANY

His Excellency EDWIN J. KYLE  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

## COOPERATIVE EDUCATION PROGRAM

*Exchange of notes at Guatemala June 29 and July 10, 1948, extending agreement of August 10 and September 16, 1944,<sup>1</sup> as extended Entered into force July 11, 1948; operative from June 30, 1948 Program further extended by agreement of July 28 and August 19, 1949<sup>2</sup> Program terminated June 30, 1950<sup>3</sup>*

62 Stat. 4032; Treaties and Other  
International Acts Series 2076

*The American Ambassador to the Minister of Foreign Affairs*

No. 90

GUATEMALA, June 29, 1948

EXCELLENCY:

I have the honor to refer to the Basic Agreement between the Republic of Guatemala and the Inter-American Educational Foundation, Inc., dated August 12, 1944,<sup>4</sup> as later modified and extended,<sup>5</sup> which provided for the initiation and execution of the existing cooperative educational program in Guatemala. I also refer to the note of April 16, 1948, in which the Ambassador of Guatemala to the United States of America requested the Secretary of State of my Government to arrange, if possible, for the extension of that Agreement.

In accordance with legislation enacted during 1947 by the Congress and approved by the President of the United States all of the property, funds, functions, personnel, liabilities, and restrictions of the Inter-American Educational Foundation, Inc., were transferred to The Institute of Inter-American Affairs, a corporate instrumentality of the United States created by such legislative action. Consequently, the participation by the United States in the cooperative education program is now being effectuated through The Institute of Inter-American Affairs.

As Your Excellency knows, the agreement of August 12, 1944, provides that the cooperative education program will terminate on July 30, 1948.

<sup>1</sup> EAS 450, *ante*, p. 565.

<sup>2</sup> TIAS 2077, *post*, p. 607.

<sup>3</sup> By agreement of June 30, 1950, between representatives of the Institute of Inter-American Affairs and the Guatemalan Minister of Public Education (not printed).

<sup>4</sup> TIAS 2073, *ante*, p. 586.

<sup>5</sup> TIAS 2073, *ante*, p. 583.

However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Guatemala that an extension of such program would be desirable. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of one year, from June 30, 1948, through June 30, 1949. It would be understood that, during such period of extension, the Institute would make a contribution of \$20,000 United States Currency to the Servicio Cooperativo Interamericano de Educacion for use in carrying out project activities of the program on condition that your Government would contribute directly to the Servicio for the same purpose the sum of Q80,000, in addition to the sum of not less than Q40,500 which the Republic in its regular budget will expend on educational activities closely related to the program of the Servicio. The Institute would also be willing during the same extension period to make available an amount not exceeding \$60,000 United States Currency to be retained by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Institute Education Division Field Staff, who are maintained by the Institute in Guatemala. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Public Education and The Institute of Inter-American Affairs.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two governments, which shall come into force on the date of signature of an agreement by the Minister of Public Education of Guatemala and by a representative of the Institute of Inter-American Affairs embodying the above mentioned technical details.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

EDWIN J. KYLE

His Excellency

Licenciado ENRIQUE MUÑOZ MEANY,  
*Minister for Foreign Affairs,*  
*Guatemala.*

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF GUATEMALA  
Diplomatic Section

GUATEMALA, *July 10, 1948*

360.E (73.0)

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's courteous note number 90 of June 29 last, in respect to the extension, for the period of one year, of the Cooperative Educational Program which has been put into effect in the country, in conformity with the agreement signed by the Minister of Public Education, representing the Government of Guatemala, and the Representative of the Inter-American Educational Foundation of the United States, and also to the expansion of said program, dated respectively August 12, 1944 and October 23, 1945.

It gives me great pleasure to inform Your Excellency that the Government of Guatemala agrees that the aforementioned program, which has been so highly beneficial, should be extended for one year, from June 30, 1948 to June 30, 1949, under the following conditions: during the period of extension, the Institute of Inter-American Affairs will contribute \$20,000 U.S. Cy. to the Inter-American Cooperative Education Service, this sum to be used for the activities contemplated in the program, it being understood that the Government of Guatemala will make a direct contribution to the Service, for the same purposes, of \$80,000, in addition to a sum of not less than \$40,500 which the Government of Guatemala will draw from its general budget and which will be employed in educational activities closely associated with the program. The Institute will be prepared to provide, during the period of extension, a sum not in excess of \$60,000 U.S. Cy., which will be held by said organization and not deposited to the account of the Service, to cover salaries and other expenses of the personnel of the Division of the Institute who are to work in the Republic. The aforementioned sums will be in addition to those provided under the present basic agreement as a contribution from the parties for the execution of the program.

It is understood that the present note and Your Excellency's communication number 90 of June 29 last, constitute the agreement between the Governments of Guatemala and of the United States of America on the extension of the Cooperative Educational Program in Guatemala for one year, beginning on June 30, 1948, which will become effective on the date that an agreement is signed between the Minister of Public Education of Guatemala and a Representative of the Institute of Inter-American Affairs containing the technical details to which reference has been made.

I take great pleasure in expressing to the Government of the United States, through Your Excellency, the appreciation of my Government for such an important act of collaboration in the educational field.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

E. MUÑOZ MEANY

His Excellency

Doctor EDWIN J. KYLE

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

## MILITARY AVIATION MISSION

*Exchange of notes at Washington August 3 and October 8, 1948,  
extending agreement of February 21, 1945*<sup>1</sup>

*Entered into force February 21, 1949*

*Expired February 21, 1953*

Department of State files

*The Guatemalan Ambassador to the Secretary of State*

EMBAJADA DE GUATEMALA  
WASHINGTON, D.C.

No. 817

AUGUST 3, 1948

### EXCELLENCY:

I have the honor to address Your Excellency in order to inform you that the contract performed between our respective Governments, regarding the maintenance in my country of Military Missions of the United States Army for a period of four years, is about to expire.

In this connection and acting upon instructions received from my Government, I beg to request that Your Excellency's Government be good enough to consider extending the aforementioned contract for an additional period of four years.

This petition is made in view of the fact that the Guatemalan Army has greatly benefitted through the services rendered by said United States Military Missions in Guatemala.

Accept, Excellency, the assurances of my highest consideration and esteem,

I. GONZÁLEZ ARÉVALO

His Excellency GEORGE C. MARSHALL  
*Secretary of State,  
Department of State  
Washington, D.C.*

<sup>1</sup> EAS 466, *ante*, p. 568.

*The Acting Secretary of State to the Guatemalan Ambassador*

OCTOBER 8, 1948

## EXCELLENCY:

I have the honor to refer to your note No. 817 of August 3, 1948 requesting on behalf of your Government the renewal for a period of four years of the Agreement entered into on February 21, 1945 between the Government of the United States of America and the Republic of Guatemala, providing for the assignment of a United States Military Aviation Mission to Guatemala.

I am pleased to inform you that the renewal of the Agreement for a period of four years as indicated in your note under reference effective as of February 21, 1949 is agreeable to the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

JOHN E. PEURIFOY

His Excellency

Señor Dr. Don ISMAEL GONZÁLEZ-ARÉVALO,  
*Ambassador of Guatemala.*

## MILITARY MISSION

*Exchange of notes at Washington August 3 and October 8, 1948,  
extending agreement of May 21, 1945*<sup>1</sup>

*Entered into force May 21, 1949*

*Expired May 21, 1953*

Department of State files

*The Guatemalan Ambassador to the Secretary of State*

EMBAJADA DE GUATEMALA  
WASHINGTON, D.C.

No. 817

AUGUST 3, 1948

### EXCELLENCY:

I have the honor to address Your Excellency in order to inform you that the contract performed between our respective Governments, regarding the maintenance in my country of Military Missions of the United States Army for a period of four years, is about to expire.

In this connection and acting upon instructions received from my Government, I beg to request that Your Excellency's Government be good enough to consider extending the aforementioned contract for an additional period of four years.

This petition is made in view of the fact that the Guatemalan Army has greatly benefitted through the services rendered by said United States Military Missions in Guatemala.

Accept, Excellency, the assurances of my highest consideration and esteem,

I. GONZÁLEZ ARÉVALO

His Excellency GEORGE C. MARSHALL

*Secretary of State,*

*Department of State*

*Washington, D.C.*

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<sup>1</sup> EAS 459, *ante*, p. 577.

*The Acting Secretary of State to the Guatemalan Ambassador*

OCTOBER 8, 1948

## EXCELLENCY:

I have the honor to refer to your note No. 817 of August 3, 1948 requesting on behalf of your Government the renewal for a period of four years of the Agreement signed May 21, 1945 between the Government of the United States of America and the Republic of Guatemala, providing for the assignment of a United States Military Mission to Guatemala.

I am pleased to inform you that the renewal of the Agreement for a period of four years as indicated in your note under reference effective as of May 21, 1949 is agreeable to the Government of the United States of America.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

JOHN E. PEURIFOY

His Excellency

Señor Dr. Don ISMAEL GONZÁLEZ-ARÉVALO,  
*Ambassador of Guatemala.*

## COOPERATIVE EDUCATION PROGRAM

*Exchange of notes at Guatemala July 28 and August 19, 1949, extending agreement of August 10 and September 16, 1944, as extended*

*Entered into force August 23, 1949; operative from June 30, 1949  
Program terminated June 30, 1950<sup>1</sup>*

63 Stat. 2838; Treaties and Other  
International Acts Series 2077

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Guatemala, July 28, 1949*

No. 105

### EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended,<sup>2</sup> entered into on August 12, 1944, between the Republic of Guatemala and the predecessor of the Institute of Inter-American Affairs, providing for the existing cooperative education program in Guatemala. I also refer to Your Excellency's note of May 23, 1949, suggesting the consideration by our respective Governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Guatemala that an extension of the program beyond its present termination date of June 30, 1949, would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949, through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$30,000, in the currency of the United States, to the Servicio Cooperativo Interamericano de Education, for use in carrying out project activities of the program, on condition that your Government would contribute to the Servicio for the same purpose the sum of Q120,000. The

<sup>1</sup> By agreement of June 30, 1950, between representatives of the Institute of Inter-American Affairs and the Guatemalan Minister of Public Education (not printed).

<sup>2</sup> EAS 450 and TIAS 2073 and 2076, *ante*, pp. 565, 583, and 599.

Institute would also be willing during the same extension period to make available funds in an amount not to exceed \$90,000 to be administered by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Education Division field staff who are maintained by the Institute in Guatemala. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Minister of Public Education and a representative of The Institute of Inter-American Affairs, embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details of the extension may be worked out by the officials of the Ministry of Public Education and the Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

RICHARD C. PATTERSON, JR.

His Excellency

Licenciado don ENRIQUE MUNOZ MEANY,  
*Minister for Foreign Affairs,*  
*Guatemala.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS  
REPUBLIC OF GUATEMALA  
Diplomatic Section

360.E. (73.32)

GUATEMALA, *August 19, 1949*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's courteous note No. 105, dated July 28, 1949, relative to the extension for one year of the cooperative educational program which has been carried out in my country, in accordance with the agreement entered into by the Minister of Public Education, on behalf of the Government of Guatemala, and the predecessor of the Institute of Inter-American Affairs, and the extension thereof, dated August 12, 1944 and October 23, 1945, respectively.

This Ministry has duly noted that Your Excellency's Government, considering the mutual benefits derived from the aforementioned program, agrees with my Government that an extension of the program for a period of one year beyond June 30, 1949 would be desirable.

I also take pleasure in informing Your Excellency that the Ministry of Public Education, on behalf of the Government of Guatemala, has stated that it agrees that the aforementioned extension be carried out under the following conditions:

During the period of extension the Institute of Inter-American Affairs would make a contribution of \$30,000, in the currency of the United States, to the Servicio Cooperativo Interamericano de Educación, for use in carrying out project activities of the program, on condition that the Government of Guatemala would contribute to the Servicio for the same purpose the sum of Q120,000. The Institute would also be willing during the same extension period to make available funds in an amount not to exceed \$90,000 to be administered by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Education Division field staff who are maintained by the Institute in Guatemala. The amounts referred to would be in addition to the sums already required under the present basic agreement, as amended, to be contributed by the parties in furtherance of the program.

It is furthermore understood that the present note and Your Excellency's courteous note No. 105, dated July 28, 1949, constitute an agreement between the Government of Guatemala and the Government of the United States for the extension of the cooperative educational program for one year, from June 30, 1949, which shall come into force on the date of signature of an agreement by the Minister of Public Education and a representative of the Institute of Inter-American Affairs, embodying the above-mentioned technical details.

I take pleasure in expressing to the Government of the United States, through Your Excellency, my Government's gratitude for this important cooperation in the educational field.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

E. MUÑOZ MEANY

His Excellency RICHARD C. PATTERSON, JR.,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States,*  
*City.*

## MILITARY AIR TRANSIT

*Exchange of notes at Guatemala December 20, 1949*  
*Entered into force December 20, 1949*

64 Stat. (3) B122; Treaties and Other  
International Acts Series 2042

*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

EMBASSY OF THE UNITED

STATES OF AMERICA

*Guatemala, December 20, 1949*

No. 165

### EXCELLENCY:

I have the honor to refer to the Embassy's Note no. 128 of September 20 [30], 1949 and the Ministry's Note no. 17843 of November 22, 1949, with regard to the inactivation of the United States Air Force base at Guatemala City and the desirability of effecting an exchange of notes between the Government of the United States and the Government of Guatemala to enable the free movement of the military aircraft of each country into and through the airspace of the other country. The principal use by the United States of such an arrangement would be to facilitate the flight of United States military aircraft between the continental United States and the Panama Canal Zone.

I have the honor to advise Your Excellency that my Government agrees that the following arrangements be formalized by this exchange of notes:

(I) Definition: The right of military air transit and technical stop is the right to operate military aircraft into, over and away from the sovereign territory of a nation and to land at one or more specified airfields or seaplane landing areas therein only to refuel, effect repairs and/or avoid unfavorable weather conditions. Military aircraft of the United States are aircraft of the Air Force, Army, Navy, Marine Corps, and Coast Guard. Military aircraft of Guatemala are aircraft of the Air Force and Army.

(II) The Government of the United States of America grants to the military aircraft of the Government of Guatemala the right of air transit and technical stop as defined in (I) above over the following routes, subject to the regulations and provisions set forth herein:

Miami, Florida; Brownsville, Texas or New Orleans, Louisiana via most direct airways route to Washington, D.C., and New York, New York.

The Government of Guatemala grants to the military aircraft of the Government of the United States of America the right of air transit and technical stop as defined in (I) above over the following route, subject to the regulations and provisions set forth herein :

Transit rights over Guatemalan airspace with stops at Guatemala City or San Jose.

(III) It is agreed that the right of air transit and technical stop includes reciprocal overflight and landing privileges for military aircraft of each of the two Governments through the territories and at airfields under the control of the other Government. This right does not extend to bases within the sovereign territory of a third power. Landing and parking fees at airfields under jurisdiction of military service will be waived in all instances. Notification procedures will follow current practice of filing a standard flight plan with the nearest control center or foreign clearing station.

(IV) The use of airfields under this arrangement will normally be restricted to non-scheduled landing by single aircraft or small groups of planes. Whenever an airfield is to be used for scheduled traffic or heavy traffic flow is anticipated, administrative arrangements will be made between the two Governments. At airfields where adequacy of ground facilities is questionable, where extraordinary accommodations are required and whenever individuals requiring special reception or honors are aboard aircraft, twenty-four hours advance notice will be given.

(V) The military passengers and crew of each Government operating in accordance with the rights granted by paragraph (II) above will be exempted from customs' charges and immigration restrictions and charges consistent with existing laws and regulations by the other Government but will not be exempted from such customs, immigration, police and health inspection as may be required under the laws of the other Government.

(VI) It is agreed that in the exercise of the right contained herein, each military service will be permitted to procure and transport through contract or outright purchase necessary supplies for its personnel and aircraft while in the territory of the other. Such purchases will enjoy the same tax exemption as is enjoyed by the military forces of the country of sovereignty.

(VII) It is agreed that the aircraft of the two Governments exercising the rights provided in paragraph II above will be authorized to transport military personnel and cargo and government mail, and such aircraft which are in transit across the territory of the other will be exempt from search.

(VIII) It is agreed that governmental officials and private citizens who are certified to be on official business of the Government may be transported

in the military aircraft. Such persons will be subject to the stipulations of paragraph (V) above.

(IX) It is agreed that military crews manning aircraft and military passengers thereon, operating in accordance with the provisions of paragraph II above, may wear the uniform of their service.

(X) Military aircraft of the Government of Guatemala when flying into or over the airspace of the continental United States will be subject to compliance with all applicable laws and regulations including those pertaining to airspace reservations and air traffic rules contained in part 60 of the Civil Air Regulations. The Military aircraft of the United States, when flying into or over the airspace of the Republic of Guatemala, will be subject to the standards of the same nature in effect in Guatemala.

This exchange of notes will replace the blanket emergency permission granted to the United States by the Government of Guatemala on December 16, 1941, and the six-month blanket permission issued to the Government of Guatemala by the United States on July 22, 1949.

These privileges are considered to be automatically renewable on an annual basis, unless one party gives six months' prior notice of its desire to terminate this arrangement. In the event of either of the Governments becoming directly involved in hostilities, each Government reserves the right to terminate this agreement forthwith or to reconsider the extent of its adherence thereto. These arrangements are concluded without prejudice to the possible inclusion of these rights in a multilateral military air transit agreement at a later date.

This note and Your Excellency's acceptance thereof will be considered as constituting an agreement on this subject.

Accept, Sir, the renewed assurances of my highest consideration.

MILTON K. WELLS  
*Charge d'Affaires ad interim*

His Excellency

SEÑOR Licenciado ISMAEL GONZALEZ AREVALO,  
*Minister of Foreign Affairs,*  
*Guatemala.*

*The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS  
REPUBLIC OF GUATEMALA  
Diplomatic Section  
032

GUATEMALA, *December 20, 1949*

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to Your Excellency's courteous note No. 165 of this date in which, referring to prior negotiations relative to the desirability of the Governments of Guatemala and the United States concluding an arrangement for regulating the free movement of the military aircraft of each country over their respective territories, you are good enough to inform me that your Government is willing to formalize the arrangement by this exchange of notes.

I take pleasure in informing Your Excellency that my Government agrees completely to the aforementioned agreement, which reads as follows:

[For text of agreement, see U.S. note, above.]

This note and Your Excellency's note No. 165, to which I have the honor to refer, constitute an agreement between our two Governments on this subject.

I avail myself of this opportunity to renew to His Excellency the Chargé d'Affaires the assurances of my highest consideration.

I. GONZÁLEZ ARÉVALO

His Excellency

MILTON K. WELLS

*Chargé d'Affaires ad interim of the United States  
City.*

# *Haiti*

## AMITY, COMMERCE, AND NAVIGATION; EXTRADITION

*Treaty signed at Port-au-Prince November 3, 1864*

*Ratified by Haiti November 14, 1864*

*Senate advice and consent to ratification January 17, 1865*

*Ratified by the President of the United States May 18, 1865*

*Ratifications exchanged at Washington May 22, 1865*

*Entered into force May 22, 1865*

*Proclaimed by the President of the United States July 6, 1865*

*Terminated May 7, 1905<sup>1</sup>*

13 Stat. 711; Treaty Series 164

The United States of America and the Republic of Hayti, desiring to make lasting and firm the friendship and good understanding which happily prevail between both nations, and to place their commercial relations upon the most liberal basis, have resolved to fix, in a manner clear, distinct, and positive, the rules which shall, in future, be religiously observed between the one and the other, by means of a treaty of amity, commerce, and navigation, and for the extradition of fugitive criminals.

For this purpose they have appointed as their plenipotentiaries, to wit: the President of the United States, Benjamin F. Whidden, commissioner and consul general of the United States to the Republic of Hayti; and the President of Hayti, Boyer Bazalais, chef d'escadron, his aide-de-camp and secretary, who, after a reciprocal communication of their respective full powers, found in due and proper form, have agreed to the following articles:

### ARTICLE I

There shall be a perfect, firm, and inviolable peace and sincere friendship between the United States of America and the Republic of Hayti, in all the extent of their possessions and territories, and between their people and citizens, respectively, without distinction of persons or places.

<sup>1</sup> Pursuant to notice of termination given by Haiti May 7, 1904.

## ARTICLE II

The United States of America and the Republic of Hayti, desiring to live in peace and harmony with all the other nations of the earth, by means of a policy frank and equally friendly with all, agree that any favor, exemption, privilege, or immunity whatever, in matters of commerce or navigation, which either of them has granted, or may hereafter grant, to the citizens or subjects of any other government, nation, or state, shall extend, in identity of cases and circumstances, to the citizens of the other contracting party; gratuitously, if the concession in favor of that other government, nation, or state, shall have been gratuitous; or in return for an equivalent compensation, if the concession shall have been conditional.

## ARTICLE III

If by any fatality (which cannot be expected, and which God forbid) the two nations should become involved in war, one with the other, the term of six months after the declaration thereof shall be allowed to the merchants and other citizens and inhabitants respectively, on each side, during which time they shall be at liberty to withdraw themselves, with their effects and movables, which they shall have the right to carry away, send away, or sell, as they please, without the least obstruction; nor shall their effects, much less their persons, be seized during such term of six months; which immunity is not in any way to be construed to prevent the execution of any existing civil or commercial engagements; on the contrary, passports shall be valid for a term necessary for their return, and shall be given to them for their vessels and their effects which they may wish to carry with them or send away, and such passports shall be a safe conduct against the insults and captures which privateers may attempt against their persons and effects.

## ARTICLE IV

Neither the money, debts, shares in the public funds or in banks, or any other property, of either party, shall ever, in the event of war or national difference, be sequestered or confiscated.

## ARTICLE V

The citizens of each of the high contracting parties, residing or established in the territory of the other, shall be exempt from all compulsory military duty by sea or by land, and from all forced loans or military exactions or requisitions, nor shall they be compelled to pay any contributions whatever higher or other than those that are or may be paid by native citizens.

## ARTICLE VI

The citizens of each of the contracting parties shall be permitted to enter, sojourn, settle, and reside in all parts of the territories of the other, engage

in business, hire and occupy warehouses, provided they submit to the laws, as well general as special, relative to the rights of travelling, residing, or trading. While they conform to the laws and regulations in force, they shall be at liberty to manage themselves their own business, subject to the jurisdiction of either party respectively, as well in respect to the consignment and sale of their goods as with respect to the loading, unloading, and sending off their vessels. They may also employ such agents or brokers as they may deem proper; it being distinctly understood that they are subject also to the same laws.

The citizens of the contracting parties shall have free access to the tribunals of justice, in all cases to which they may be a party, on the same terms which are granted by the laws and usage of the country to native citizens, furnishing security in the cases required; for which purpose they may employ in the defence of their interests and rights such advocates, solicitors, attorneys, and other agents as they may think proper, agreeably to the laws and usage of the country.

#### ARTICLE VII

There shall be no examination or inspection of the books, papers, or accounts of the citizens of either country residing within the jurisdiction of the other without the legal order of a competent tribunal or judge.

#### ARTICLE VIII

The citizens of each of the high contracting parties, residing within the territory of the other, shall enjoy full liberty of conscience. They shall not be disturbed or molested on account of their religious opinions or worship, provided they respect the laws and established customs of the country. And the bodies of the citizens of the one who may die in the territory of the other shall be interred in the public cemeteries, or in other decent places of burial, which shall be protected from all violation or insult by the local authorities.

#### ARTICLE IX

The citizens of each of the high contracting parties, within the jurisdiction of the other, shall have power to dispose of their personal property by sale, donation, testament, or otherwise; and their personal representatives, being citizens of the other contracting party, shall succeed to their personal property, whether by testament or *ab intestato*. They may take possession thereof, either by themselves or by others acting for them, at their pleasure, and dispose of the same, paying such duty only as the citizens of the country wherein the said personal property is situated shall be subject to pay in like cases. In the absence of a personal representative, the same care shall be taken of the property as by law would be taken of the property of a native in a similar case, while the lawful owner may take measures for securing it.

If a question as to the rightful ownership of the property should arise among claimants, the same shall be determined by the judicial tribunals of the country in which it is situated.

#### ARTICLE X

The high contracting parties hereby agree that whatever kind of produce, manufactures, or merchandise of any foreign country can be, from time to time, lawfully imported into the United States in their own vessels, may also be imported in the vessels of the Republic of Hayti, and no higher or other duties upon the tonnage or cargo of the vessels shall be levied or collected, than shall be levied or collected of the vessels of the most favored nation.

And reciprocally whatever kind of produce, manufactures, or merchandise of any foreign country can be, from time to time, lawfully imported into Hayti in her own vessels, may be also imported in the vessels of the United States, and no higher or other duties upon the tonnage or cargo of the vessels shall be levied or collected of the vessels of the most favored nation.

#### ARTICLE XI

It is also hereby agreed that whatever may be lawfully exported or re-exported from the one country in its own vessels, to any foreign country, may in like manner be exported or re-exported in vessels of the other, and the same duties, bounties, and drawbacks shall be collected and allowed as are collected of and allowed to the most favored nation.

It is also understood that the foregoing principles shall apply, whether the vessels shall have cleared directly from the ports of the nation to which they appertain, or from the ports of any other nation.

#### ARTICLE XII

The provisions of this treaty are not to be understood as applying to the coasting trade of the contracting parties, which is respectively reserved by each exclusively, to be regulated by its own laws.

#### ARTICLE XIII

No higher or other duties shall be imposed on the importation into the United States of any article the growth, produce, or manufacture of Hayti or her fisheries; and no higher or other duties shall be imposed on the importation into Hayti of any article the growth, produce, or manufacture of the United States or their fisheries, than are or shall be payable on the like articles the growth, produce, or manufacture of any other foreign country or its fisheries.

No other or higher duties or charges shall be imposed in the United States on the exportation of any article to Hayti, nor in Hayti, on the exportation of any article to the United States, than such as are or shall be payable on the exportation of the like article to any foreign country.

No prohibition shall be imposed on the importation of any article the growth, produce, or manufacture of the United States or their fisheries, or of Hayti and her fisheries, from or to the ports of the United States or Hayti, which shall not equally extend to any other foreign country.

#### ARTICLE XIV

It is hereby agreed that if either of the high contracting parties should hereafter impose discriminating duties upon the products of any other nation, the other party shall be at liberty to determine the origin of its own products intended to enter the country by which the discriminating duties are imposed.

#### ARTICLE XV

Whenever the citizens of either of the contracting parties shall be forced to seek refuge or asylum in the rivers, ports, or dominions of the other with their vessels, whether merchant or war, through stress of weather, pursuit of pirates or enemies, or want of provisions or water, they shall be received and treated with humanity, giving to them all favor and protection for repairing their vessels, and placing themselves in a condition to continue their voyage without obstacle or hindrance of any kind.

And the provisions of this article shall apply to privateers or private vessels-of-war, as well as public, until the two high contracting parties may relinquish that mode of warfare, in consideration of the general relinquishment of the right of capture of private property upon the high seas.

#### ARTICLE XVI

When any vessel of either party shall be wrecked, stranded, or otherwise damaged on the coasts or within the jurisdiction of the other, their respective citizens shall receive, as well for themselves as for their vessels and effects, the same assistance which would be due to the inhabitants of the country where the accident happened; and they shall be liable to pay the same charges and dues of salvage as the said inhabitants would be liable to pay in like cases.

If the repairs which a stranded vessel may require shall render it necessary that the whole or any part of her cargo should be unloaded, no duties of custom, charges, or fees on such cargo as may be carried away shall be paid, except such as are payable in like cases by national vessels.

#### ARTICLE XVII

It shall be lawful for the citizens of either republic to sail with their ships and merchandise (contraband goods excepted) with all manner of liberty and security, no distinction being made who are the proprietors of the merchandise laden thereon, from any port to the places of those who now are, or hereafter shall be, at enmity with either of the contracting parties.

It shall likewise be lawful for the citizens aforesaid to sail with their ships and merchandises before mentioned, and to trade with the same liberty and security, not only from ports and places of those who are enemies of both or either party, to ports of the other, and to neutral places, but also from one place belonging to an enemy to another place belonging to an enemy, whether they be under the jurisdiction of one or several powers, unless such ports or places are blockaded, besieged, or invested.

#### ARTICLE XVIII

And whereas it frequently happens that vessels sail for a port or place belonging to an enemy without knowing that the same is either besieged, blockaded, or invested, it is hereby agreed by the high contracting parties that every vessel so circumstanced may be turned away from such port or place, but she shall not be detained, nor any part of her cargo, if not contraband, be confiscated, unless, after notice of such blockade or investment, she shall again attempt to enter; but she shall be permitted to go to any other port or place she shall think proper, provided the same be not blockaded, besieged, or invested. Nor shall any vessel of either of the parties that may have entered into such port or place before the same was actually besieged, blockaded, or invested by the other, be restrained from quitting such place with her cargo, nor, if found therein after the reduction and surrender of such place, shall such vessel or her cargo be liable to confiscation, but they shall be restored to the owners thereof.

#### ARTICLE XIX

The two high contracting parties recognize as permanent and immutable the following principles, to wit:

1. That free ships make free goods; that is to say: that the effects or goods belonging to subjects or citizens of a power or state at war are free from capture or confiscation when found on board neutral vessels, with the exception of articles contraband of war.

2. That the property of neutrals on board of an enemy's vessel is not subject to confiscation, unless the same be contraband of war.

The like neutrality shall be extended to persons who are on board a neutral ship, with this effect, that although they may be enemies of both or either party, they are not to be taken out of that ship, unless they are officers or soldiers, and in the actual service of the enemy. The contracting parties engage to apply these principles to the commerce and navigation of all such powers and states as shall consent to adopt them as permanent and immutable.

#### ARTICLE XX

The liberty of navigation and commerce shall extend to all kinds of merchandise, excepting those only which are distinguished by the name of contraband of war, and under this name shall be comprehended—

1. Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fuses, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberts, grenades, bombs, powder, matches, balls, and everything belonging to the use of arms.

2. Bucklers, helmets, breastplates, coats-of-mail, accoutrements, and clothes made up in military form and for military use.

3. Cavalry belts and horses, with their harness.

4. And, generally, all offensive or defensive arms, made of iron, steel, brass, copper, or of any other material prepared and formed to make war by land or at sea.

#### ARTICLE XXI

All other merchandises and things not comprehended in the articles of contraband explicitly enumerated and classified as above shall be held and considered as free, and subject of free and lawful commerce, so that they be carried and transported in the freest manner by the citizens of both the contracting parties, even to places belonging to an enemy, excepting only those places which are at the time besieged or blockaded.

#### ARTICLE XXII

In time of war the merchant ships belonging to the citizens of either of the contracting parties which shall be bound to a port of the enemy of one of the parties, and concerning whose voyage and the articles of their cargo there may be just grounds of suspicion, shall be obliged to exhibit not only their passports but likewise their certificates, showing that their goods are not of the quality of those specified as contraband in this treaty.

#### ARTICLE XXIII

To avoid all kind of vexation and abuse in the examination of the papers relating to the ownership of the vessels belonging to the citizens of the contracting parties, it is hereby agreed that when one party shall be engaged in war, and the other party shall be neutral, the vessels of the neutral party shall be furnished with passports, that it may appear thereby that they really belong to citizens of the neutral party. These passports shall be valid for any number of voyages, but shall be renewed every year.

If the vessels are laden, in addition to the passports above named, they shall be provided with certificates, in due form, made out by the officers of the place whence they sailed, so that it may be known whether they carry any contraband goods. And if it shall not appear from the said certificates that there are contraband goods on board, the vessels shall be permitted to proceed on their voyage. If it shall appear from the certificates that there are contraband goods on board any such vessel, and the commander of the same shall offer to deliver them up, that offer shall be accepted, and a receipt for the

same shall be given, and the vessel shall be at liberty to pursue her voyage, unless the quantity of contraband goods be greater than can be conveniently received on board the ship-of-war or privateer, in which case, as in all other cases of just detention, the vessel shall be carried to the nearest safe and convenient port for the delivery of the same.

In case any vessel shall not be furnished with such passport or certificates as are above required for the same, such case may be examined by a proper judge or tribunal; and if it shall appear from other documents or proofs, admissible by the usage of nations, that the vessel belongs to citizens or subjects of the neutral party, it shall not be confiscated, but shall be released with her cargo, (contraband goods excepted,) and be permitted to proceed on her voyage.

#### ARTICLE XXIV

In order to prevent all kinds of disorder in the visiting and examination of the vessels and cargoes of both the contracting parties on the high seas, it is hereby agreed that, whenever a ship-of-war shall meet with a neutral of the other contracting party, the first shall remain at a convenient distance, and may send its boats, with two or three men only, in order to execute the examination of the papers concerning the ownership and cargo of the vessel, without causing the least extortion, violence, or ill-treatment, for which the commanders of the said armed ships shall be responsible with their persons and property; for which purpose the commanders of all private armed vessels shall, before receiving their commissions, give sufficient security to answer for all damages they may commit; and it is hereby agreed and understood that the neutral party shall in no case be required to go on board the examining vessel for the purpose of exhibiting his papers, or for any other purpose whatever.

#### ARTICLE XXV

It is expressly agreed by the high contracting parties that the stipulations before mentioned, relative to the conduct to be observed on the sea by the cruisers of the belligerent party toward the ships of the neutral party, shall be applicable only to ships sailing without a convoy; and when the said ships shall be convoyed, it being the intention of the parties to observe all the regards due to the protection of the flag displayed by public ships, it shall not be lawful to visit them; but the verbal declaration of the commander of the convoy that the ships he convoys belong to the nation whose flag he carries, and that they have no contraband goods on board, shall be considered by the respective cruisers as fully sufficient; the two parties reciprocally engaging not to admit, under the protection of their convoys, ships which shall have on board contraband goods destined to an enemy.

## ARTICLE XXVI

Whenever vessels shall be captured or detained, to be carried into port under pretense of carrying to the enemy contraband goods, the captor shall give a receipt for such of the papers of the vessel as he shall retain, which receipt shall be annexed to a copy of said papers; and it shall be unlawful to break up or open the hatches, chests, trunks, casks, bales, or vessels found on board, or remove the smallest part of the goods, unless the lading be brought on shore in presence of the competent officers, and an inventory be made by them of the same. Nor shall it be lawful to sell, exchange, or alienate the said articles of contraband in any manner, unless there shall have been lawful process, and the competent judge or judges shall have pronounced against such goods sentence of confiscation.

## ARTICLE XXVII

That proper care may be taken of the vessel and cargo, and embezzlement prevented in time of war, it is hereby agreed that it shall not be lawful to remove the master, commander, or supercargo of any captured vessel from on board thereof, during the time the vessel may be at sea after her capture, or pending the proceedings against her, or her cargo, or anything relating thereto; and in all cases where a vessel of the citizens of either party shall be captured or seized and held for adjudication, her officers, passengers, and crew shall be hospitably treated. They shall not be imprisoned or deprived of any part of their wearing apparel, nor of the possession and use of their money, not exceeding for the captain, supercargo, mate, and passengers, five hundred dollars each, and for the sailors one hundred dollars each.

## ARTICLE XXVIII

It is further agreed that in all cases the established courts for prize causes, in the country to which the prizes may be conducted, shall alone take cognizance of them. And whenever such tribunal of either of the parties shall pronounce judgment against any vessel, or goods, or property claimed by the citizens of the other party, the sentence or decree shall mention the reasons or motives on which the same shall have been founded, and an authenticated copy of the sentence or decree, and all of the proceedings in the case, shall, if demanded, be delivered to the commander or agent of the said vessel without any delay, he paying the legal fees for the same.

## ARTICLE XXIX

When the ships-of-war of the two contracting parties, or those belonging to their citizens which are armed in war, shall be admitted to enter with their prizes the ports of either of the two parties, the said public or private ships, as well as their prizes, shall not be obliged to pay any duty either to the officers

of the place, the judges, or any others; nor shall such prizes, when they come to and enter the ports of either party, be arrested or seized, nor shall the officers of the place make examination concerning the lawfulness of such prizes, but they may hoist sail at any time and depart and carry their prizes to the places expressed in their commissions, which the commanders of such ships shall be obliged to show. It is understood, however, that the privileges conferred by this article shall not extend beyond those allowed by law or by treaty with the most favored nation.

#### ARTICLE XXX

It shall not be lawful for any foreign privateers who have commissions from any prince or state in enmity with either nation to fit their ships in the ports of either, to sell their prizes, or in any manner to exchange them; neither shall they be allowed to purchase provisions, except such as shall be necessary to their going to the next port of that prince or state from which they have received their commissions.

#### ARTICLE XXXI

No citizen of Hayti shall apply for or take any commission or letters of marque for arming any ship or ships to act as privateers against the said United States, or any of them, or against the citizens, people, or inhabitants of the said United States, or any of them, or against the property of any of the inhabitants of any of them, from any prince or state with which the said United States, shall be at war; nor shall any citizen of the said United States, or any of them, apply for or take any commission or letters of marque for arming any ship or ships to act as privateers against the citizens or inhabitants of Hayti, or any of them, or the property of any of them, from any prince or state with which the Said Republic shall be at war; and if any person of either nation shall take such commission or letters of marque, he shall be punished according to their respective laws.

#### ARTICLE XXXII

The high contracting parties, desiring to avoid all inequality in their public communications and official intercourse, agree to grant to their envoys, ministers, and other diplomatic agents, the same favors, privileges, immunities, and exemptions which the most favored nations do or shall enjoy; it being understood that whatever favors, privileges, immunities, or exemptions, the United States of America or the Republic of Hayti may find it proper to give to the envoys, ministers, and other diplomatic agents, of any other power, shall by the same act be extended to those of each of the contracting parties.

## ARTICLE XXXIII

To protect more effectually the commerce and navigation of their respective citizens, the United States of America and the Republic of Hayti agree to admit and receive, mutually, consuls and vice-consuls in all their ports open to foreign commerce, who shall enjoy, within their respective consular districts, all the rights, prerogatives, and immunities of the consuls and vice-consuls of the most favored nation.

## ARTICLE XXXIV

In order that the consuls and vice-consuls of the two contracting parties may enjoy the rights, prerogatives, and immunities which belong to them by their public character, they shall, before exercising their official functions, exhibit to the government to which they are accredited their commissions or patents in due form; and, having obtained their *exequatur*, they shall be acknowledged, in their official character, by the authorities, magistrates, and inhabitants, in the consular district in which they reside.

## ARTICLE XXXV

It is also agreed, that the consuls, their secretaries, officers, and persons attached to the service of consuls, they not being citizens of the country in which the consul resides, shall be exempt from all kinds of imposts, taxes, and contributions, except those which they shall be obliged to pay on account of their commerce or property, to which the citizens or inhabitants, native or foreign, of the country in which they reside, are subject; being, in everything besides, subject to the laws of the respective States. The archives and papers of the consulates shall be respected inviolably; and under no pretext whatever shall any person, magistrate, or other public authority seize, or in any way interfere with them.

## ARTICLE XXXVI

The said consuls and vice-consuls shall have power to require the assistance of the authorities of the country for the arrest, detention, and custody of deserters from the ships-of-war and merchant vessels of their country. For this purpose they shall apply to the competent tribunals, judges, and officers, and shall, in writing, demand such deserters, proving by the exhibition of the registers of the vessels, the muster-rolls of the crews, or by any other official documents, that such individuals formed a part of the crews; and on this claim being substantiated, the surrender shall not be refused. Such deserters, when arrested, shall be placed at the disposal of the consuls and vice-consuls, and may be confined in the public prisons at the request and cost of those who shall claim them, in order to be sent to the vessels to which they belong, or to others of the same country. But if not sent back within

three months, to be counted from the day of their arrest, they shall be set at liberty, and shall not again be arrested for the same cause.

#### ARTICLE XXXVII

For the purpose of more effectually protecting their commerce and navigation, the two contracting parties do hereby agree, as soon hereafter as circumstances will permit, to form a consular convention, which shall declare specially the powers and immunities of the consuls and vice-consuls of the respective parties.

#### ARTICLE XXXVIII

It is agreed that the high contracting parties shall, on requisitions made in their name, through the medium of their respective diplomatic agents, deliver up to justice persons who, being charged with the crimes enumerated in the following article, committed within the jurisdiction of the requiring party, shall seek an asylum or shall be found within the territories of the other: *Provided*, That this shall be done only when the fact of the commission of the crime shall be so established as to justify their apprehension and commitment for trial, if the crime had been committed in the country where the persons so accused shall be found; in all of which the tribunals of said country shall proceed and decide according to their own laws.

#### ARTICLE XXXIX

Persons shall be delivered up, according to the provisions of this treaty, who shall be charged with any of the following crimes, to wit: murder, (including assassination, parricide, infanticide, and poisoning,) attempt to commit murder, piracy, rape, forgery, the counterfeiting of money, the utterance of forged paper, arson, robbery, and embezzlement by public officers, or by persons hired or salaried, to the detriment of their employers, when these crimes are subject to infamous punishment.

#### ARTICLE XL

The surrender shall be made, on the part of each country, only by the authority of the executive thereof. The expenses of the detention and delivery, effected in virtue of the preceding articles, shall be at the cost of the party making the demand.

#### ARTICLE XLI

The provisions of the foregoing articles relating to the extradition of fugitive criminals shall not apply to offences committed before the date hereof, nor to those of a political character. Neither of the contracting parties shall be bound to deliver up its own citizens under the provisions of this treaty.

## ARTICLE XLII

The present treaty shall remain in force for the term of eight years, dating from the exchange of ratifications; and if one year before the expiration of that period neither of the contracting parties shall have given notice to the other of its intention to terminate the same, it shall continue in force, from year to year, until one year after an official notification to terminate the same, as aforesaid.

## ARTICLE XLIII

The present treaty shall be submitted on both sides to the approval and ratification of the respective competent authorities of each of the contracting parties, and the ratifications shall be exchanged at Washington within six months from the date hereof, or sooner if possible.

In faith whereof the respective plenipotentiaries have signed the foregoing articles, in the English and French languages, and they have hereunto affixed their seals.

Done, in duplicate, at the city of Port-au-Prince this third day of November, in the year of our Lord one thousand eight hundred and sixty-four.

B. F. WHIDDEN [SEAL]  
BOYER BAZELAIS [SEAL]

# ARBITRATION OF ANTONIO PELLETIER AND A. H. LAZARE CLAIMS

*Protocol signed at Washington May 28, 1884*

*Entered into force May 28, 1884*

*Modified by additional protocol of March 20, 1885*<sup>1</sup>

*Terminated May 12, 1887*<sup>2</sup>

23 Stat. 785; Treaty Series 165

## PROTOCOL OF AN AGREEMENT FOR THE SUBMISSION TO AN ARBITRATOR OF THE CLAIMS KNOWN AS THE PELLETIER AND LAZARE CLAIMS AGAINST HAYTI

Whereas, the Government of the United States of America has presented to the Government of Hayti, the claims of Antonio Pelletier and A. H. Lazare for indemnity for acts against person and property alleged to have been done by Haytien authorities; and

Whereas, the Government of Hayti has persistently denied its liability in the premises; and

Whereas, the Honorable William Strong, formerly one of the Justices of the Supreme Court of the United States of America, inspires both the contracting parties with full confidence in his learning, ability and impartiality: therefore

The undersigned Frederick T. Frelinghuysen, Secretary of State of the United States, and Stephen Preston, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Hayti, duly empowered thereto by their respective Governments, have agreed upon the stipulations contained in the following articles.

### ARTICLE I

The said claims of Antonio Pelletier and A. H. Lazare against the Republic of Hayti shall be referred to the said Honorable William Strong, as sole Arbitrator thereof, in conformity with the conditions hereinafter laid down.

### ARTICLE II

The following facts as to these two claims are admitted by the Government of Hayti.

<sup>1</sup> TS 166, *post*, p. 642.

<sup>2</sup> Date of final disposition of claims; see Moore, *International Arbitrations*, vol. II, p. 1749.

## AS TO ANTONIO PELLETIER :

That Pelletier was master of the bark "William", which vessel entered Fort Liberté about the date claimed (31st of March 1861); that the master and crew were arrested and tried on a charge of piracy and attempt at slave trading; that Pelletier, the master, was sentenced to be shot and the mate and other members of the crew to various terms of imprisonment; that the Supreme Court of Hayti reversed the judgment as to Pelletier, and sent the case to the Court at Cape Haytien, where he was retried, and sentenced to five years' imprisonment; and that the vessel, with her tackle, was sold, and the proceeds divided between the Haytien Government and the party who, claiming to have suffered by her acts, proceeded against the vessel in a Haytian tribunal.

## AS TO A. H. LAZARE :

That Lazare entered into a written contract with the Haytian Government, September 23, 1874, for the establishment of a National Bank at Port-au-Prince, with branches,—the capital being fixed first at \$3,000,000, and afterwards reduced to \$1,500,000 of which capital the Government was to furnish one-third part and Lazare two-thirds; that the Bank was to be opened in one year from the date of the contract, and an extension of forty-five days on this time was granted on Lazare's request; and that on the day when the Bank was to be opened the Haytian Government, alleging that Lazare had not fulfilled his part of the engagement, declared, in accordance with the stipulations of Article 24 of the agreement, the contract null and void, and forfeited on his, Lazare's, part.

## ARTICLE III

The said Arbitrator shall receive and examine all papers and evidence relating to said claims, which may be presented to him on behalf of either Government.

If, in presence of such papers and evidence so laid before him, the said Arbitrator shall request further evidence, whether documentary, or by testimony given under oath before him or before any person duly commissioned to that end, the two Governments, or either of them, engage to procure and furnish such further evidence by all means within their power, and all pertinent papers on file with either Government shall be accessible to the said Arbitrator.

Both Governments may be represented before said Arbitrator by Counsel, who may submit briefs, and may also be heard orally if so desired by the Arbitrator.

## ARTICLE IV

Before entering upon the discharge of his duties, the said Arbitrator shall subscribe to the following declaration :

“I do solemnly declare that I will decide impartially the claims of Antonio Pelletier and A. H. Lazare preferred on behalf of the Government of the United States against the Government of the Republic of Hayti; and that all the questions laid before me by either Government in reference to said claims shall be decided by me according to the rules of International Law existing at the time of the transactions complained of.”

## ARTICLE V

The said Arbitrator shall render his decision, separately, in each of the aforesaid cases, within one year from the date of this agreement.<sup>3</sup>

## ARTICLE VI

The High Contracting parties will pay equally the expenses of the Arbitration hereby provided; and they agree to accept the decision of said Arbitrator in each of said cases, as final and binding, and to give to such decision full effect and force, in good faith, and without unnecessary delay or any reservation or evasion whatsoever.

In witness whereof, the undersigned have hereunto set their hands and seals this twenty-eighth day of May, 1884.

FREDK. T. FRELINGHUYSEN      [SEAL]  
STEPHEN PRESTON                      [SEAL]

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<sup>3</sup> For an extension of the term for delivery of the decision, see additional protocol of Mar. 20, 1885 (TS 166), *post*, p. 642.

## ARBITRATION OF CLAIMS OF AMERICAN CITIZENS FOLLOWING PORT-AU-PRINCE RIOTS

*Exchange of notes at Port-au-Prince February 11–March 7, 1885,  
enclosed in dispatch of March 17, 1885, from the American Minister  
at Port-au-Prince to the Secretary of State*

*Entered into force March 7, 1885*

*Terminated November 30, 1887*<sup>1</sup>

1885 For. Rel. 500

*The American Minister to the American Secretary of State (Thomas F.  
Bayard)*

LEGATION OF THE UNITED STATES

PORT-AU-PRINCE, HAYTI, *March 17, 1885*

No. 723

SIR: I have the honor to bring to your attention that, after protracted and persistent effort, involving a great amount of verbal and written discussion regarding the general mode and details of considering, determining, and settling the claims of the American citizens sustaining losses of property in connection with the events of the 22d and 23d days of September, 1883, at Port-au-Prince, agreement has been reached between the Haytian Government and this legation, substantially upon the principles and conditions contained in my memorandum, as approved by the Department, submitted to this Government by me on the 15th of July, 1884, with regard thereto, as you will find fully set forth in the correspondence which has passed between Mr. St. Victor and myself, copies of which are herewith transmitted.

I also inclose a brief but important letter addressed to me from Mr. Charles Weymann, containing an explanation of a clause found in Mr. St. Victor's dispatch of the 25th of February, 1885, with regard to the discount to be made upon the claims of our citizens allowed by the commission.

It will be seen that I consent to submit these claims to a mixed commission, composed of four persons, two Haytian and two American citizens—Messrs. B. Allemand and C. A. Preston, Haytians, and Messrs. Charles Weymann and Dr. John B. Terres, Americans; that the nationality or citizenship of our citizens is not to be called in question before the commission; that

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<sup>1</sup> Date of final payment; see Moore, *International Arbitrations*, vol. II, p. 1859.

the estimates of value of property destroyed are to be made and paid in American money or its equivalent in current funds, and that upon a discount of 10 per cent. upon the several amounts allowed by the commission such allowances are to be paid at once. Such conditions will appear fully set out in the dispatch of Mr. St. Victor of February 25, 1885.

Upon such conditions being fully understood and accepted it will be perceived that I consent to the instructions which the honorable secretary of state of foreign affairs has seen fit to give in formal manner to the Haytian members of the commission. There can be no objection to the instructions as formulated and understood by us. I transmit, as herewith inclosed, a copy and translation of them.

It is unnecessary, as I conceive, after this full and to some extent special allusion to and mention of the contents of the correspondence referred to, to particularize as to the subject-matter of each particular dispatch, letter, and paper constituting the inclosures to this dispatch, especially since they pertain to the one general matter coming in the natural order of the debate thereupon, in accordance with their respective dates.

It is to be regretted that, just as the debate closed between us on this subject and we were ready to proceed at once to take the very last step in order to the submission of the claims to the commission, as constituted and agreed, on the 7th instant, Mr. St. Victor was called, by the sudden and sad news of the extreme sickness and probable death of his son, to leave hurriedly his official duties and his country to seek and care for his child at Paris. However, Mr. Brenor Prophète, his colleague of the department of state of war and marine, who has been charged with the department of state of foreign relations, assures me that the matter shall be taken up at once where Mr. St. Victor left it, and that the claims of our citizens shall be examined, determined, and paid according to the agreement reached by his colleague and myself.

I shall press the matter; but should the final settlement be a little delayed, it is really determined and must shortly be accomplished.

Ours are the only citizens losing property, as indicated, who have not been forced, under the arrangements finally made by their different diplomatic representatives, and approved by their several governments, to wait six years for the payment of their claims, and to take such payment at last in Haytian money.

I am, &c.,

JOHN MERCER LANGSTON

## ENCLOSURES

*The American Minister to the Secretary of State for Foreign Relations  
(B. St. Victor)*

LEGATION OF THE UNITED STATES  
PORT-AU-PRINCE, HAYTI, *February 11, 1885*

SIR: According to the understanding already had between us, I have the honor to advise you that I have selected the American citizens Messrs. Charles Weymann and Edward Cutts, of this city, as members on behalf of the Government of the United States of the mixed commission, to be constituted by us to consider and determine the amount due the American citizens, severally, whose property was destroyed at Port-au-Prince, on the 22d and 23d days of September, 1883, in connection with the events occurring in this city at that time. It would please me to meet you at an early day to determine when and where the commission, when organized, shall hold its sessions.

I am, &c.,

JOHN MERCER LANGSTON

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*Mr. St. Victor to Mr. Langston*

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS  
PORT-AU-PRINCE, *February 12, 1885*

MR. MINISTER: In accordance with the agreement existing between us since Sunday, the 25th of last month, and confirmed by your dispatch of the 11th instant, received yesterday, I have the honor to advise you that, with Messrs. Charles Weymann and Edward Cutts, whom you have named, will be joined Messrs. B. Lallemand, president of tribunal of cassation, and C. A. Preston, designated by the Government of the Republic to form a mixed commission to which shall be submitted the American reclamations growing out of the events of September 22 and 23, 1883.

I have the honor in consequence to communicate to you, herewith inclosed, the text of the instructions in conformity with which the commission should examine such reclamations.

I do not doubt, Mr. Minister, that you will ratify these instructions, which are drawn up according to justice and equity. Thus have I the hope that your next response to this communication will express your entire compliance.

In that which concerns the sessions of the mixed commission, I would add that it will itself choose its place and will fix the day and hour of its meetings.

You will accept, &c.,

B. ST. VICTOR

*The Secretary of State for Foreign Relations to the Haitian Members of the Mixed Commission (B. Lallemand and C. A. Preston)*

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS  
PORT-AU-PRINCE, *February 12, 1885*

MESSRS. AND ESTIMABLE FELLOW CITIZENS: The greatest interests of the nation find themselves placed in your hands by the exalted and delicate mission whereof today you are charged. The Government has counted in the circumstance upon your patriotism and your intelligence, and it hopes that you will give to its service all the activity of which you are able to dispose to bring to a desirable end the conferences which you are about to open.

I ought not to pretend to mark out in these few lines a complete code of instructions to follow in the exercise of your duty; it imports only that I bring to your attention some essential points of the matter to be settled, to tell you how so far it has been met by the Government. That will be to initiate you into its views and its aspirations.

It is sought, as you know, to fix the figures of the indemnities to be accorded to foreigners whose interest has been directly destroyed at the times of the events which took place the 22d and 23d September of last year at Port-au-Prince.

While leaving the responsibility of these scenes of disorder, pillage, and conflagration to the rioters of those days, the Government has determined that at present it is its duty to avoid all difficulties, all unhappy complications with the foreign powers, it has itself, in anticipation of reclamations, declared that it recognized the principle thereof, happy to give in the circumstance the most complete affirmation of its firm purpose to offer every security to foreigners and to capital which immigrate into the country. This principle admitted, it remains to approach in unity all the elements of indisputable appreciation the discussion of the figure of the indemnities with the foreign commission, the members of which, Messrs. Weymann and Edward Cutts, have been designated by the chief of the American legation of this city.

The work of the mixed commission shall not be subject to revision. You ought to judge sovereignly and without appeal, and it will suffice to express to you a just idea of the high confidence which is placed in you and which commands you, by consequence, to employ all care, all discernment, all tact, all equity necessary in the solutions to intervene. You are armed with powers of a court of arbitration judging in last resort, and in case of an equal division of votes upon the indemnities to be fixed it will be your duty to name an umpire to give you a casting vote.

From powers so extended, you will permit me to repeat it to you, follows the obligation for you to neglect nothing to furnish you with all the elements of nature to cast the most lively light upon the facts which you are going to

examine, and the deplorable consequences which have been the result thereof. It is to sources of information the most fruitful, and at the same time the most pure, that you ought to have recourse to settle your judgments upon a just and equitable basis.

After the preparatory work, which will consist necessarily in making a list of the claimants, in placing opposite each name the figure of the indemnity demanded, you will make an exposé of the facts of the reclamation, supported by all the proofs. It is then that the debates contradictory can be opened and that a conscientious and profound examination shall fix your judgment.

You ought not to lose from view that the object of your mission consists in determining the figure of the indemnities to be accorded to foreigners whose interests have been directly destroyed by the fact of pillage or conflagration resulting from the events occurring the 22d and 23d of September, of the year 1883, at Port-au-Prince.

It is enough to tell you that you ought to declare the rejection of reclamations founded upon indirect damages resulting from the same facts. There is no further controversy upon the solution of these questions. Recent examples are there to form it.

With your powers already so extended, the Government confers upon you the right of inquiry without limits. This shall be therefore the principal point of your operations, and it imports that you shall exercise that right in the largest manner to be exactly informed in your examination. Seek again carefully, with all the means possible, the proofs which you shall lack; call and interrogate witnesses; enlighten your judgment by drawing from all the sources worthy of confidence, and notably from official sources, which cannot fail you.

Is the loss of merchandise discussed? In the absence of valid balance-sheets, or all other sufficient papers, the documents of the custom-house, will they not offer you the necessary provisions of a just appreciation of the nature and of the importance of the commerce of the claimant?

I confine myself to this example, as it will belong to you, certainly, to generalize in addressing yourselves to other public administrations if necessity should make itself felt in that regard.

Such are, in substance and in a manner evidently abridged, the general instructions which should serve as a guide to your operations. At the close of your conferences you will prepare a report in detail, to which should be annexed all the minutes of your sessions, &c. If, in the course of your investigations, any points of detail, which I have not been able to anticipate, should arise to hinder the progress thereof, you will be good enough to present them to me. I will make haste to have an understanding on such subject with Mr. Langston, minister of the American Government, and I am persuaded, with the spirit of good will, of conciliation, of justice, which animates him, there will be no lack of understanding on his part with me to settle the difficulties

and place you in a position to accomplish to the general satisfaction the difficult and important mission with which you are charged.

The present instructions have been communicated to the minister of the United States of America who entirely adheres to them; you can then from their reception betake yourself to your labors.

Accept, &c.,

B. ST. VICTOR

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*Mr. Langston to Mr. St. Victor*

LEGATION OF THE UNITED STATES  
PORT-AU-PRINCE, *Hayti, February 14, 1885*

SIR: In acknowledging the receipt of your dispatch of the 12th instant, having reference to the mixed commission to be organized to consider and determine the claims of American citizens for property destroyed in connection with the events occurring at Port-au-Prince on the 22d and 23d days of September, 1883, I have the honor to state that I do not and cannot accept the instructions which, as presented in the inclosure to your dispatch, you ask me to approve as proper, to be given to the commission to be appointed for the purpose indicated.

You are fully aware, Mr. Minister, of the conditions and terms expressed verbally by you and myself on this subject, and you must appreciate the fact that the old instructions heretofore employed by you in the case of commissioners engaged under other circumstances can have no just application in regard to the matters to be adjudicated between us.

I await your further pleasure in the premises.

I am, &c.,

JOHN MERCER LANGSTON

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*Mr. Langston to Mr. St. Victor*

LEGATION OF THE UNITED STATES  
PORT-AU-PRINCE, *Hayti, February 21, 1885*

SIR: In acknowledging the receipt of your amended instructions by the hand of Mr. Weymann, to the members of the mixed commission named by you to replace the former instructions, which, according to your desire, I herewith return, always holding in mind the verbal understanding to which we have come in the premises, I have the honor to advise you that I am content to proceed to the examination and settlement of the indemnities of American citizens for property lost in connection with the events of the 22 and 23 days of September, 1883, at Port-au-Prince, before the Commissioners, Messrs. Lallemand and Preston, as named by you, and Messrs. Wey-

mann and Cutts, as named by me, they to have the power, conjointly in case of their inability to agree upon the indemnity, to be allowed to name an umpire to act with them upon such matter.

With the renewal, &c.,

JOHN MERCER LANGSTON

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*Mr. St. Victor to Mr. Langston*

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS  
PORT-AU-PRINCE, *February 24, 1885*

MR. MINISTER: Have the goodness to return to me the letter of February 14, instant, that I had remitted to Mr. Charles Weymann, our interpreter in the conference of January 25, last, with the request that he would make certain observations to you on its contents.

Accept, &c.,

B. ST. VICTOR

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*Mr. Langston to Mr. St. Victor*

LEGATION OF THE UNITED STATES  
PORT-AU-PRINCE, *Hayti, February 24, 1885*

SIR: In acknowledging the receipt of your dispatch of this date, having reference to the return of your letter of the 14th instant, sent me by Mr. Charles Weymann, I have the honor to advise you that I cannot consent to the return of such letter; for, as I have advised you already, I am ready and await your action to have the mixed commission agreed to by us to proceed with the consideration and determination of the claims of American citizens losing property in connection with the events of the 22d and 23d days of September, 1883, in Port-au-Prince.

Awaiting your response, I am, &c.,

JOHN MERCER LANGSTON

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*Mr. St. Victor to Mr. Langston*

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS  
PORT-AU-PRINCE, *February 25, 1885*

MR. MINISTER: I have the honor to acknowledge the receipt of your dispatch of the 24th instant, and to assure you once more of the desire of my Government to arrive with you at a definite understanding as to the settle-

ment of the American indemnities, the only ones connected with the events of the 22d and 23d September, 1883, which remain for us to settle.

There is certainly in the last correspondence which we have exchanged in that regard a misunderstanding, which it is our interest to remove as soon as possible.

In refusing to return to me the dispatch which you had addressed me the 14th instant, and which I had returned to Mr. Charles Weymann, our interpreter at the conference of the 25th of January, charged to make to you in that respect communications in the name of the Government, you seem to declare that you withdraw it, and that it ought to be, by consequence, considered null and void.

I would not insist more thereupon, and I would arrive at the points of our verbal agreement, as you recall it relative to the American indemnities to be fixed by the mixed commission established by common agreement between us.

It is a fact that the modifications made in my previous instructions to the Haytian commissioners were commanded by the force of the circumstances or by the delay occasioned in the examination of your claims.

There is no further need, 1st, to occupy myself with the mode of payment of the indemnities, since the legislative chambers have already pronounced themselves in that regard; 2d, to determine on the other part the money which should serve to pay those indemnities, since it has been agreed between us, after the observations which you have made me and which I have admitted, that this ought to be American money or its equivalent—that is to say, all other money augmented by the ordinary or current premium on the day of payment; 3d, to discuss the nationality of certain of your claimants, for thereupon the understanding was perfect between us, since after examination I have admitted such nationality for all.

Besides not to violate openly the law voted and to observe as far as possible its provisions, we have agreed that the commercial house of our interpreter, who assisted so willingly in this arrangement, should redeem, less a small discount, the sums allowed, which should be thus paid in cash.

All these points being settled in a definitive manner, and this verbal agreement, noted here in all letters, but not being able to give place to any divergence of views, I come to pray you, Mr. Minister, in replying to my present dispatch, to assure me that you are completely in accord with me, both upon my instructions to my commissioners, which should serve as a basis to the labors of our mixed commission, and upon the adoption of the money to be paid (*libératoire*) as well as upon the mode of payment whereof I have spoken to you above.

In the hope of a prompt reply, I reiterate to you, &c.,

B. ST. VICTOR

*Mr. Langston to Mr. St. Victor*

LEGATION OF THE UNITED STATES  
PORT-AU-PRINCE, *Hayti, February 25, 1885*

SIR: Upon a second and careful reading of your dispatch of the 24th instant, I discover that I made a very great mistake in so reading it as to make it refer to a supposed dispatch which you had written to me.

I make haste, therefore, to correct such mistake as it appears in my dispatch addressed to you yesterday, and transmit, as herewith inclosed, my dispatch of February 14, which you did return to me by Mr. Charles Weymann, to be replaced by my dispatch dated February 21, 1885, according to my understanding.

Of course, Mr. Minister, the other part of my dispatch, addressed you yesterday, which respects my readiness to proceed, upon our understanding as settled on the 25th of January last, and as understood and guarded for us by our good mutual friend Weymann, to the examination and settlement of the claims in debate, before the commissioners agreed between us, will stand as written.

And you will permit me to say to you, in all candor and sobriety, and, as I trust, with becoming respect, I regard your agreement of the 25th of last January, as regards the mode of examining and determining the claims referred to, including the manner, time, and kind of money, as agreed and fixed between us and adopted in their payment, as binding upon us in all honor; and that it is our duty to proceed, accordingly, at once.

I stand ready and willing so to do.

With sentiments, &c.,

JOHN MERCER LANGSTON

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*Mr. Langston to Mr. St. Victor*

LEGATION OF THE UNITED STATES  
PORT-AU-PRINCE, *Hayti, February 27, 1885*

SIR: Your dispatch of the 25th instant was received by me at 11 o'clock yesterday morning. I beg to advise you at once that it is necessary, owing to the proposed absence of Mr. Cutts, to replace him by Dr. J. B. Terres upon the commission we would constitute. I have no doubt of your agreement to the substitution of Dr. Terres, made necessary as indicated.

When shall the commission convene? I hope as early as next Monday, at such hour as may suit their convenience, say at 3 o'clock in the afternoon, and at this legation.

I await your pleasure.

I am, &c.,

JOHN MERCER LANGSTON

*Mr. St. Victor to Mr. Langston*

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS  
PORT-AU-PRINCE, *February 28, 1885*

MR. MINISTER: I have had the honor to receive your dispatch of the 27th instant.

After the precise explanations which the letter that I addressed to you on the 25th instant contains on the subject of our agreement and the instructions which should serve as a basis for the labors of the mixed commission charged to examine the American reclamations, particularly after your dispatch of February 21, informing me on this agreement and its due consequences, I hoped that the present dispatch, of which I now acknowledge the receipt, would confirm in a complete manner the points which are contained in my official communication of the 25th.

However, your last dispatch touches on the subject of the mixed commission, but without saying one word in confirmation of what I had urgently demanded.

I therefore again request you to have the kindness to let me know if you accept entirely my instructions to the commissioners, the money proposed, and the manner of payment.

I consent to the choice which you have made of Dr. J. B. Terres to replace Mr. Cutts.

In regard to the meetings of the commission, I have already had the honor, in answering a like question from you, to say that it is the commission which shall fix them.

Awaiting an immediate response, which I beg you to send me, please accept &c.,

B. ST. VICTOR

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*Mr. Langston to Mr. St. Victor*

LEGATION OF THE UNITED STATES  
PORT-AU-PRINCE, *Hayti, March 2, 1885*

SIR: In acknowledging the receipt of your dispatch received late last Saturday afternoon, and dated February 28, 1885, I have the honor, upon careful reading and consideration thereof, to ask your definite and concise explanation of the meaning and scope of the following clause of your dispatch of the 25th ultimo:

“Besides, not to violate openly the law voted, and to observe as far as possible its provisions, we have agreed that the commercial house of our interpreter, who assisted so willingly in this arrangement, *should redeem, less a small discount, the sums allowed, which should be thus paid in cash.*”

You will please mark the words which I underscore. Their meaning, as you employ them here, I wish to know.

Awaiting your reply, I am, &c.,

JOHN MERCER LANGSTON

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*Mr. St. Victor to Mr. Langston*

[TRANSLATION]

DEPARTMENT OF STATE OF FOREIGN RELATIONS  
PORT-AU-PRINCE, *March 6, 1885*

MR. MINISTER: I have the honor to inform you that I have lately seen Mr. Weymann, whom I have asked to explain to you the meaning of the paragraph of my dispatch of the 25th of February, presented in your letter of the 2d March.

Mr. Weymann has declared to me that he has given effect to my prayer, and that to-day everything is understood between us on the subject of the basis to be adopted for the settlement of the American reclamations connected with events of September, 1883.

I pray you, therefore, Mr. Minister, to be good enough to confirm to me this understanding upon all the points of the question, and upon the instructions to be given to the mixed commission, as I have reiterated to you, the request to do so in my dispatch of the 28th February last.

You will accept, &c.,

B. ST. VICTOR

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*An American Member of the Mixed Commission to the American Minister*

PORT-AU-PRINCE, *March 7, 1885*

DEAR MR. MINISTER: As already stated to you verbally, the agreement referred to by the honorable secretary of foreign affairs, in his yesterday's dispatch addressed to you, is the following:

"As soon as the mixed commission will have agreed upon the amounts to be allowed for the American claims, for losses sustained in September 1883, such amounts will be paid by his care, to you, in cash, less a discount of 10 per cent."

Yours, respectfully,

CH. WEYMANN

*Mr. Langston to Mr. St. Victor*

LEGATION OF THE UNITED STATES  
PORT-AU-PRINCE, *Hayti*, March 7, 1885

SIR: In acknowledging the receipt of your dispatch of yesterday, I have the honor to state that Mr. Weymann has given me full explanation of the clause of your dispatch of the 25th ultimo, referred to in mine of the 2d instant; and now I am content, upon such explanation, to accept and approve your instruction to the Haytian commissioners, a copy of which you have heretofore sent me, and I accept the terms and conditions presented by you in your dispatch of the 25th ultimo, as constituting the bases upon which to adjust and settle the claims of American citizens referred to therein.

If convenient, may the commission commence its labors on Monday next.

I am, &c.,

JOHN MERCER LANGSTON

## ARBITRATION OF ANTONIO PELLETTIER AND A. H. LAZARE CLAIMS

*Additional protocol signed at Port-au-Prince March 20, 1885, modifying protocol of May 28, 1884*

*Entered into force March 20, 1885*

*Terminated May 12, 1887*<sup>1</sup>

Treaty Series 166

### ADDITIONAL PROTOCOL OF AGREEMENT MADE FOR THE PURPOSE OF EXTENDING TO THE 28 JULY, 1885, THE TERM PROVIDED BY THE PROTOCOL OF AGREEMENT SIGNED AT WASHINGTON FOR THE SUBMISSION TO AN ARBITRATION OF THE CLAIMS CALLED LAZARE AND PELLETTIER

Whereas the Government of the United States has expressed to the Haytian Government the belief that the decision of the Arbitrator named in virtue of the Protocol of agreement, signed at Washington, the 28 May 1884,<sup>2</sup> for the consideration of the said claims cannot be rendered the 28 May next, conformably to the provisions of Article V. of the said Protocol;

Whereas a new delay is thus recognized as necessary to favour the decision by arbitration;

Whereas the Government of the United States having proposed the 28 July of the present year as the final term, the Haytian Government, on its part accepts the date of the 28 July, 1885 as the last delay for the consideration of the claims Lazare and Pelletier;

For these considerations and reasons;

The undersigned, John Mercer Langston, Minister Resident of the United States of America in Hayti, and Brenor Prophète, General of Division, Secretary of State of War and of the Marine, charged par interim of the portfolio of Foreign Relations, duly empowered by their respective Governments, have concluded the agreement contained in the following article:

<sup>1</sup> Date of final disposition of claims; see Moere, *International Arbitrations*, vol. II, p. 1749.

<sup>2</sup> TS 165, *ante*, p. 627.

## SOLE ARTICLE

The date of the 28 July 1885, is fixed as the last delay in which shall be delivered the decision of the Arbitrator charged to consider the claims known under the name of claims Lazare and Pelletier.

In witness whereof the undersigned have hereunto set their hands and seals this twentieth day of the month of March 1885.

JOHN MERCER LANGSTON [SEAL]

B. PROPHÈTE [SEAL]

## ARBITRATION OF CHARLES ADRIEN VAN BOKKELEN CLAIM

*Protocol signed at Washington May 24, 1888*

*Entered into force May 24, 1888*

*Terminated upon fulfillment of its terms*<sup>1</sup>

Treaty Series 167

The United States of America and the Republic of Hayti, being mutually desirous of maintaining the good relations that have so long subsisted between them and of removing, for that purpose, all causes of difference, their respective representatives, that is to say: Thomas F. Bayard, Secretary of State of the United States, and Stephen Preston, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Hayti, have agreed upon and signed the following protocol:

1. It having been claimed on the part of the United States that the imprisonment of Charles Adrien Van Bokkelen, a citizen of the United States, in Hayti, was in derogation of the rights to which he was entitled as a citizen of the United States under the treaties between the United States and Hayti, which the Government of the latter country denies, it is agreed that the questions raised in the correspondence between the two Governments in regard to the imprisonment of the said Van Bokkelen shall be referred to the decision of a person to be agreed upon by the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Hayti.

2. The referee so chosen shall decide the case upon such papers as may be presented to him by the Secretary of State of the United States and the Minister of Hayti respectively, within two months after the date of his appointment; but he shall not take into consideration any question not raised in the correspondence between the two Governments prior to the date of the signature of this protocol.

3. Each Government shall submit with the papers presented by it a brief of argument, and should the referee so desire, he may require further argument, oral or written, to be made within five months from the date of

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<sup>1</sup> On Dec. 4, 1888, the arbitrator rendered an award of \$60,000 in favor of the claimant. On July 14, 1890, it was agreed that Haiti should pay the award in 12 equal installments, one installment every six months; the last installment was paid in 1895. (Moore, *International Arbitrations*, vol. II, p. 1807.)

his appointment. He shall render his decision within six months from said date.

4. A reasonable fee to the Referee shall be paid by the Government of Hayti.

5. Any award made shall be final and conclusive and, if in favor of the claimant, shall be paid by the Government of Hayti within twelve (12) months of the date of such award.<sup>2</sup>

Done in duplicate, at Washington this 24th day of May, one thousand eight hundred and eighty-eight.

T. F. BAYARD [SEAL]

STEPHEN PRESTON [SEAL]

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<sup>2</sup> See footnote 1.

## ARBITRATION OF JOHN D. METZGER AND COMPANY CLAIM

*Protocol signed at Washington October 18, 1899*

*Entered into force October 18, 1899*

*Amended by supplemental protocol of June 30, 1900*<sup>1</sup>

*Terminated upon fulfillment of its terms*<sup>2</sup>

Treaty Series 168

### PROTOCOL

of an agreement between the United States and Haiti, for the arbitration of the question of the liability and amount of damages to be awarded John D. Metzger and Company.

*Signed at Washington, October 18, 1899*

Protocol of an agreement between the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Haiti, for submission to an arbitration of the question of the liability and amount of damages to be awarded in favor of John D. Metzger and Company, American citizens, against the Republic of Haiti, signed at Washington.

The United States of America and the Republic of Haiti, through their representatives, John Hay, Secretary of State of the United States of America, and J. N. Léger, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Haiti, have agreed upon and signed the following protocol:

Whereas, the said John D. Metzger and Company, citizens of the United States of America, have claimed, through the Government of the United States, from the Government of Haiti, indemnity on account of the seizure and sale of their goods at Port-au-Prince for the nonpayment of certain license taxes; and on account of the alleged failure to furnish them an adequate supply of water for the operation of their mill at Port-au-Prince; and on account of the alleged liability of Haiti on account of a quantity of lumber

<sup>1</sup> TS 169, *post*, p. 649.

<sup>2</sup> An award was rendered Sept. 27, 1900, and final payment made by Haiti in January 1902.

alleged to have been sold by them for a Relief Committee on the occasion of the devastation by fire at Jacmel, it is agreed between the two Governments:

### I

That the question of the liability of the Republic of Haiti to pay an indemnity in each of said cases, and, if so found by the arbitrator, the further question of the amount of the said indemnity to be awarded, shall be referred to the Honorable William R. Day, sometime Secretary of State of the United States, and now Judge of the Circuit Court thereof, who is hereby appointed as arbitrator to hear said causes, and to determine the questions of said liability and the amount of said indemnity, if any is found by said arbitrator to be justly due.

### II

The Government of the United States will lay before the arbitrator the claimants' evidence and all correspondence, either between the Haitien Government and the United States Minister at Port-au-Prince, or between the Department of State and the Haitien Minister at Washington, and the despatches with their enclosures from the said Minister, reporting documentary or other evidence to the Department of State in relation to said claims.

Reciprocally, the Haitien Government shall have the same rights of presentation of evidence in its own behalf, as are above stipulated for the Government of the United States.

Each Government will furnish to the other a duplicate of the evidence and correspondence at the same time they are by them respectively laid before the arbitrator.

If, in the opinion of the arbitrator, it shall be deemed desirable, in the interests of justice, to take further evidence, he shall communicate to both parties his opinion, and shall indicate the questions of fact on which the same shall be taken. Likewise, either Government, on notice to the other, may apply to him for that purpose. Each Government shall, in case the arbitrator orders the taking, name an agent to take such evidence, in its own behalf, who shall each have the right to be present at the taking thereof, and to cross-examine the witnesses and take copies of documentary evidence offered by the other. All questions of procedure shall be left to the determination of the arbitrator. Each Government agrees to abide by such determination, and in default thereof, the said arbitrator may proceed in such manner and at such times as he may determine, in order to close the proofs and make final award.

### III

The Government of Haiti agrees to pay any amount or amounts which may be awarded by the arbitrator, if he finds that it is liable therefore.

## IV

The evidence is to be submitted to the arbitrator and finally closed on or before the 1st day of March, 1900, and his decision is to be rendered within four months thereafter.<sup>3</sup>

## V

Each Government shall furnish to the arbitrator an argument or brief not later than the 1st day of April, 1900, a copy of which each party shall furnish to the other at the same time as to the arbitrator, and the claimant and the Commune of Port-au-Prince may also file briefs in the cause on the same terms; but the arbitrator need not for such purpose delay his decision.

## VI

The Government of Haiti shall pay the indemnity awarded by the arbitrator, if any, as soon as the Legislative Assembly of Haiti shall authorize the payment; but the time thus allowed shall in no case exceed six months from the day the decision is pronounced, unless an extension of time of its payment should be granted by the Government of the United States.

## VII

Reasonable compensation to the arbitrator for all his services and expenses, and the other expenses of said arbitration, are to be paid in equal moieties by the said Governments.

## VIII

Any award given by the arbitrator shall be final and conclusive.

Done in duplicate in English and in French, at Washington, this 18th day of October, 1899.

JOHN HAY  
J. N. LÉGER

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<sup>3</sup> For an amendment of art. IV, see supplemental protocol of June 30, 1900 (TS 169), *post*, p. 649.

# ARBITRATION OF JOHN D. METZGER AND COMPANY CLAIM

*Protocol signed at Washington June 30, 1900, supplementing protocol  
of October 18, 1899*

*Entered into force June 30, 1900*

*Terminated upon fulfillment of its terms*<sup>1</sup>

Treaty Series 169

SUPPLEMENTAL PROTOCOL TO THE AGREEMENT OF OCTOBER 18, 1899, BETWEEN THE SECRETARY OF STATE OF THE UNITED STATES AND THE ENVOY EXTRAORDINARY AND MINISTER PLENIPOTENTIARY OF THE REPUBLIC OF HAITI, SUBMITTING TO ARBITRATION THE CLAIM OF JOHN D. METZGER & COMPANY AGAINST HAITI, SIGNED AT WASHINGTON JUNE 30, 1900

## SUPPLEMENTAL PROTOCOL

Whereas a protocol was signed at Washington, October 18, 1899,<sup>2</sup> between the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Haiti, for submission to an arbitrator of certain issues involved in the claim of John D. Metzger & Company against Haiti, as specified in said protocol; and

Whereas, it is stipulated in Article 4 [IV] of said protocol as follows, to wit:

“The evidence is to be submitted to the arbitrator and finally closed on or before the first day of March, 1900, and his decision is to be rendered within four months thereafter”;

It is agreed between the two Governments that said Article 4 be, and the same is, hereby, amended to read as follows, to wit:

“The evidence is to be submitted to the arbitrator and finally closed on or before the first day of March, 1900, and his decision is to be rendered by the first day of October, 1900”.

Done in duplicate in English and French at Washington, this 30th day of June, 1900.

JOHN HAY  
J. N. LÉGER

<sup>1</sup> See footnote 2, *ante*, p. 646.

<sup>2</sup> TS 168, *ante*, p. 646.

## NATURALIZATION

*Treaty signed at Washington March 22, 1902*

*Supplemented by treaty of February 28, 1903*<sup>1</sup>

*Ratified by Haiti April 24, 1903*

*Senate advice and consent to ratification February 1, 1904*

*Ratified by the President of the United States March 17, 1904*

*Ratifications exchanged at Washington March 19, 1904*

*Entered into force March 19, 1904*

*Proclaimed by the President of the United States March 24, 1904*

33 Stat. 2101; Treaty Series 432

The United States of America and the Republic of Haiti desiring to regulate the citizenship of those persons who may emigrate from the United States to Haiti, or from Haiti to the United States, have resolved to conclude a treaty on this subject.

For that purpose they have appointed their Plenipotentiaries, to-wit:

The President of the United States: John Hay, Secretary of State of the United States;

The President of Haiti: Mr. J. N. Léger, Envoy Extraordinary and Minister Plenipotentiary of Haiti at Washington;

Who, after the mutual communication of their respective full powers, found in good and due form, have agreed upon the following articles:

### ARTICLE I

Citizens of the United States of America who shall have been duly naturalized as citizens of Haiti, and who shall have resided uninterruptedly in Haiti during a period of five years, shall be recognized by the United States as citizens of Haiti.

Reciprocally, citizens of Haiti who shall have been duly naturalized as citizens of the United States of America, and who shall have resided uninterruptedly in the United States during a period of five years, shall be recognized by Haiti as citizens of the United States.

This article shall apply as well to those already naturalized in either country as those hereafter naturalized.

<sup>1</sup> TS 433, *post*, p. 652.

## ARTICLE II

The person who, after having become a naturalized citizen of one of the contracting States, shall return to live in the country of his origin, without intention to return to the country where he has been naturalized, shall be considered as having renounced the nationality obtained through naturalization.

## ARTICLE III

The intent not to return may be held to exist when the person naturalized in the one country resides more than two years in the other country.

## ARTICLE IV

The naturalized citizens of either State who return to their country of origin, will be there liable to prosecution and punishment in conformity to the laws for the crimes or misdemeanors committed before their emigration and that are not covered by the statute of limitations.

## ARTICLE V

The declaration of intention to become a citizen of the one or the other country has not for either party the effect of naturalization.

## ARTICLE VI

The present treaty shall remain in force for ten years from the date of the exchange of ratifications; and unless one of the contracting parties shall notify the other of its intention to terminate it one year before the expiration of that period, the said treaty shall continue in force from year to year until the expiration of one year after official notice shall have been given by either of the contracting governments of a purpose to terminate it.

## ARTICLE VII

The present treaty shall be submitted to the approval and ratification of the respective appropriate authorities of each of the contracting parties, and the ratifications shall be exchanged at Washington as soon as possible within twelve months from the date hereof.<sup>2</sup>

In witness whereof, the respective Plenipotentiaries have signed the foregoing articles, and have affixed their seals.

Done in duplicate at the City of Washington, in the English and French languages this twenty-second day of March, 1902.

JOHN HAY [SEAL]

J. N. LÉGER [SEAL]

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<sup>2</sup> Period for exchange of ratifications extended by supplementary treaty of Feb. 28, 1903 (TS 433, *post*, p. 652).

## NATURALIZATION

*Treaty signed at Washington February 28, 1903, supplementing treaty of March 22, 1902*

*Ratified by Haiti April 24, 1903*

*Senate advice and consent to ratification February 1, 1904*

*Ratified by the President of the United States March 17, 1904*

*Ratifications exchanged at Washington March 19, 1904*

*Entered into Force March 19, 1904*

*Proclaimed by the President of the United States March 24, 1904*

33 Stat. 2157; Treaty Series 433

The United States of America and the Republic of Haiti, considering it expedient to prolong the period within which, by Article VII of the treaty of naturalization, signed by their respective plenipotentiaries at Washington on March 22, 1902,<sup>1</sup> the exchange of ratifications of the said treaty shall take place, have for that purpose appointed their respective Plenipotentiaries, namely:

The President of the United States of America, John Hay, Secretary of State of the United States of America; and

The President of Haiti, Mr. J. N. Léger, Envoy Extraordinary and Minister Plenipotentiary of Haiti at Washington;

Who, after having communicated each to the other, their respective full powers, found in good and due form, have agreed upon the following additional article to be taken as part of said treaty.

### SOLE ARTICLE

The respective ratifications of the said treaty shall be exchanged as soon as possible, and within twelve months from March 22, 1903.

Done in duplicate at Washington, in the English and French languages, this 28th day of February, A.D. 1903.

JOHN HAY [SEAL]  
J. N. LÉGER [SEAL]

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<sup>1</sup> TS 432, *ante*, p. 650.

## EXTRADITION

*Treaty signed at Washington August 9, 1904*

*Ratified by Haiti August 25, 1904*

*Senate advice and consent to ratification December 15, 1904*

*Ratified by the President of the United States June 17, 1905*

*Ratifications exchanged at Washington June 28, 1905*

*Entered into force June 28, 1905*

*Proclaimed by the President of the United States June 28, 1905*

34 Stat. 2858; Treaty Series 447

The United States of America and the Republic of Haiti, wishing to insure the proper administration of justice, have resolved to conclude a treaty for the purpose of mutually surrendering persons who, being charged with one of the crimes hereinafter specified, or having been sentenced for one of these crimes, shall, by flight, have escaped judicial prosecution or the consequences of their sentence.

To this end they have appointed their Plenipotentiaries, to wit:

The President of the United States of America, John Hay, Secretary of State of the United States of America; and,

The President of the Republic of Haiti, Mr. J. N. Léger, Envoy Extraordinary and Minister Plenipotentiary of Haiti at Washington;

Who, after having communicated their respective full powers, found in good and due form, have agreed on the following articles:

### ARTICLE I

The High Contracting Parties agree to deliver up to their respective justice, persons who, being accused or convicted of any of the crimes hereinafter enumerated, committed within the limits of jurisdiction of the demanding party, shall have afterwards taken refuge or shall be found in the territory of the other; provided, that this shall only be done upon such evidence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offense had been there committed.

### ARTICLE II

The crimes for which extradition shall be granted are the following:

1. Murder (including assassination, parricide, infanticide, poisoning, and voluntary manslaughter).
2. Counterfeiting of money, either coin or paper; utterance or circulation of counterfeit or altered money; introduction of counterfeit or altered money into the territory of one of the Contracting Parties.
3. Counterfeiting of any securities issued by one of the Contracting Parties, of bonds or coupons of the public debt, of bank notes or other instruments of credit authorized by law; utterance, use, or introduction, in the territory of one of the Parties, of the aforementioned counterfeit or falsified securities or notes.
4. Forging of the public or private documents; use of forged documents.
5. Larceny; robbery, or that which corresponds to the crime provided for and punished by the laws of Haiti as theft committed with arms in hand or by violence or threats, or on the public highways; burglary, or that which corresponds to the crime provided for and punished by the laws of Haiti as theft committed by breaking or climbing into, or using false keys or at night in a place inhabited or used as a dwelling.
6. Embezzlement by public officers or by persons hired or salaried, to the detriment of their employers; provided, that the amount of money or value of the property embezzled is not less than two hundred dollars.
7. Arson; destruction of railways, bridges, tramways, vessels, public edifices or other buildings, endangering human life.
8. Perjury; subornation of perjury; bribery, defined to be the giving, offering or receiving of a reward to influence one in the discharge of a legal duty.
9. Rape.
10. Bigamy.
11. Kidnapping of minors.
12. Piracy, as defined by statute or international law.

#### ARTICLE III

Extradition shall also be granted for the attempt to commit one of the crimes above enumerated, and against any accomplice of these crimes or attempts at crimes, when such complicity and attempt are punishable by the laws of the Party demanding the extradition.

#### ARTICLE IV

Neither of the Contracting Parties shall be obliged to deliver up its own citizens.

#### ARTICLE V

If the person claimed is under prosecution, either in the United States or Haiti, for any other crime than that upon which the demand for extradition is based, the extradition shall be postponed until the judgment is pro-

nounced, and, if the person is convicted, until the sentence imposed is fully served or remitted.

The extradition may also be postponed when the person claimed is being prosecuted for a civil offense in the country of which the demand is made. In this case it will not take place until after the execution of the judgment or the remission of the penalty.

#### ARTICLE VI

A fugitive who shall have been claimed at the same time by two or more States, shall be delivered up to the State which has first presented its demand; provided, that the government from which extradition is sought is not bound by treaty to give preference otherwise.

#### ARTICLE VII

The provisions of the present treaty shall not apply to offenses of a political character. The assassination or poisoning of the head of a government, or any other attempt against the life of the head of a government, shall not be considered as a crime of a political character.

A person whose extradition shall have been granted on account of one of the crimes mentioned in Article II of this Convention shall not, in any case, be tried for a political offense or for an act connected with a political offense committed prior to the demand for extradition, unless such person has had abundant opportunity to quit the country during the month following that in which he was set at liberty either as a result of acquittal, expiration of his sentence, or pardon.

#### ARTICLE VIII

A person surrendered cannot, without the consent of the State which has granted the extradition, be detained or tried in the State which has obtained his extradition, for any other crime or causes than those which have given rise to the extradition. This stipulation does not apply to crimes committed subsequently to the extradition.

However, a person who has had ample opportunity to quit the country which has obtained his extradition, and who shall be found there a month after his release by acquittal, the expiration of his sentence, or pardon, may be arrested and tried, without the consent of the State which has granted the extradition, for other crimes than those which have given rise to the demand for extradition.

#### ARTICLE IX

Where the arrest and detention of a fugitive in the United States are desired on telegraphic or other information in advance of the presentation of the formal proofs, complaint on oath, as provided by the statutes of the United States, shall be made by an agent of the Haitian Government, before a judge or other magistrate authorized to issue warrants of arrest in extradition cases.

In Haiti the diplomatic or consular agent of the United States shall address, through the Ministry of Foreign Relations, a complaint to the government commissioner or any other magistrate authorized to issue warrants of commitment. The provisional arrest and detention of a fugitive shall cease and the prisoner be released if a formal requisition for his surrender, accompanied by the necessary evidence of criminality, has not been produced under the stipulations of this Convention within sixty days from the date of his arrest.

#### ARTICLE X

Every demand for extradition shall be made through the diplomatic agents of the High Contracting Parties. In case of absence or impediment of these agents, the demand may be presented by the consuls. This demand shall be acted on in conformity with the laws of each of the Parties. Nevertheless, if the person demanded has already been sentenced for one of the crimes hereinbefore enumerated, the requisition shall be merely accompanied by the sentence, duly certified by the competent authority of the State demanding the extradition.

#### ARTICLE XI

In the investigation which they may have to make, according to their own laws, the authorities of the State of which the demand is made who are qualified to decide on the demand for extradition, shall admit as entirely valid evidence all depositions or declarations of witnesses coming from the other State, or copies thereof, and warrants issued, provided these documents are signed or certified by a competent magistrate or officer of the State making the demand.

#### ARTICLE XII

The objects found in the possession of the fugitive and which were obtained by the perpetration of the crime with which he is charged, or which may serve to prove his crime, shall be seized at the time of his arrest and delivered together with his person to the party demanding the extradition. Nevertheless, the rights of third persons to the articles so found shall be respected.

#### ARTICLE XIII

The expenses of detention, procedure, and delivery, incurred in virtue of the preceding articles, shall be borne by the demanding Party. It is agreed, however, that the State making the demand shall have nothing to pay to the officers of the State to which the demand is addressed who receive fixed salaries; officers who, having no fixed salary, receive fees, shall not demand any other fees than those generally charged in ordinary criminal procedures.

## ARTICLE XIV

The stipulations of the present treaty are applicable to the insular possessions of the United States. In this case the demand shall be addressed to the Governor or principal authority of the possession by the consul of Haiti.

## ARTICLE XV

The present treaty shall remain in force until it is denounced; it shall cease to bind the Parties six months after one of them shall have notified its intention to terminate it.

## ARTICLE XVI

The present treaty shall be approved and ratified by the competent authority of each of the High Contracting Parties, and the ratifications shall be exchanged at Washington as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the foregoing articles, and have affixed their seals.

Done in duplicate at Washington, in English and French, this ninth day of August, nineteen hundred and four.

JOHN HAY            [SEAL]  
J. N. LÉGER        [SEAL]

## ARBITRATION

*Convention signed at Washington January 7, 1909*

*Senate advice and consent to ratification February 13, 1909*

*Ratified by the President of the United States March 1, 1909*

*Ratified by Haiti March 22, 1909*

*Ratifications exchanged at Washington November 15, 1909*

*Entered into force November 15, 1909*

*Proclaimed by the President of the United States November 16, 1909*

36 Stat. 2193; Treaty Series 535

The Government of the United States of America, signatory of the two conventions for the Pacific Settlement of International Disputes, concluded at The Hague, respectively, on July 29, 1899,<sup>1</sup> and October 18, 1907,<sup>2</sup> and the Government of the Republic of Haiti, adherent to the said convention of July 29, 1899, and signatory of the said convention of October 18, 1907;

Taking into consideration that by Article XIX of the convention of July 29, 1899, and by Article XL of the convention of October 18, 1907, the High Contracting Parties have reserved to themselves the right of concluding Agreements, with a view to referring to arbitration all questions which they shall consider possible to submit to such treatment;

Have authorized the Undersigned to conclude the following Convention:

### ARTICLE I

Differences which may arise of a legal nature or relating to the interpretation of treaties existing between the two Contracting Parties, and which it may not have been possible to settle by diplomacy, shall, if not submitted to some other arbitral jurisdiction, be referred to the Permanent Court of Arbitration established at The Hague by the convention of July 29, 1899, for the pacific settlement of international disputes, and maintained by The Hague Convention of the 18th October, 1907; provided, nevertheless, that they do not affect the vital interests, the independence, or the honor of the two Contracting States, and do not concern the interests of third Parties.

<sup>1</sup> TS 392, *ante*, vol. 1, p. 230.

<sup>2</sup> TS 536, *ante*, vol. 1, p. 577.

## ARTICLE II

In each individual case the High Contracting Parties, before appealing to the Permanent Court of Arbitration, shall conclude a special Agreement, defining clearly the matter in dispute, the scope of the powers of the arbitrators, and the periods to be fixed for the formation of the Arbitral Tribunal and the several stages of the procedure. It is understood that on the part of the United States such special agreements will be made by the President of the United States, by and with the advice and consent of the Senate thereof, and on the part of Haiti shall be subject to the procedure required by the Constitution and laws thereof.

## ARTICLE III

The present Convention is concluded for a period of five years and shall remain in force thereafter until one year's notice of termination shall be given by either party.

## ARTICLE IV

The present Convention shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof; and by the President of Haiti in accordance with the Constitution and laws thereof. The ratifications shall be exchanged at Washington as soon as possible, and the Convention shall take effect on the date of the exchange of its ratifications.

Done in duplicate in the English and French languages at Washington, this 7th day of January, in the year one thousand nine hundred and nine.

ELIHU ROOT      [SEAL]  
J. N. LÉGER      [SEAL]

## ADMINISTRATION OF HAITI: FINANCES AND ECONOMIC DEVELOPMENT

*Treaty signed at Port-au-Prince September 16, 1915*

*Ratified by Haiti*

*Senate advice and consent to ratification February 28, 1916*

*Ratified by the President of the United States March 20, 1916*

*Ratifications exchanged at Washington May 3, 1916*

*Entered into force provisionally November 29, 1915;<sup>1</sup> definitively  
May 3, 1916*

*Proclaimed by the President of the United States May 3, 1916*

*Supplemented by modus vivendi of November 29, 1915,<sup>2</sup> and agree-  
ments of June 27, 1916,<sup>3</sup> and August 24, 1916<sup>4</sup>*

*Extended by additional act of March 28, 1917<sup>5</sup>*

*Protocol pursuant to article XII signed October 3, 1919,<sup>6</sup> and modified  
by agreement of June 1 and 3, 1922<sup>7</sup>*

*Expired May 3, 1936*

39 Stat. 1654; Treaty Series 623

### TREATY BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

#### PREAMBLE

The United States and the Republic of Haiti desiring to confirm and strengthen the amity existing between them by the most cordial coöperation in measures for their common advantage;

And the Republic of Haiti desiring to remedy the present condition of its revenues and finances, to maintain the tranquillity of the Republic, to carry out plans for the economic development and prosperity of the Republic and its people;

And the United States being in full sympathy with all of these aims and objects and desiring to contribute in all proper ways to their accomplishment;

<sup>1</sup> See modus vivendi signed Nov. 29, 1915, *post*, p. 665.

<sup>2</sup> *Post*, p. 665.

<sup>3</sup> *Post*, pp. 666 and 668.

<sup>4</sup> *Post*, pp. 670 and 674.

<sup>5</sup> TS 623-A, *post*, p. 675.

<sup>6</sup> TS 643, *post*, p. 678.

<sup>7</sup> *Post*, p. 686.

The United States and the Republic of Haiti have resolved to conclude a Convention with these objects in view, and have appointed for that purpose, Plenipotentiaries,

The President of the United States, Robert Beale Davis, Junior, Chargé d'Affaires of the United States;

And the President of the Republic of Haiti, Louis Borno, Secretary of State for Foreign Affairs and Public Instruction, who, having exhibited to each other their respective powers, which are seen to be full in good and true form, have agreed as follows:

#### ARTICLE I

The Government of the United States will, by its good offices, aid the Haitian Government in the proper and efficient development of its agricultural, mineral and commercial resources and in the establishment of the finances of Haiti on a firm and solid basis.

#### ARTICLE II<sup>8</sup>

The President of Haiti shall appoint, upon nomination by the President of the United States, a General Receiver and such aids and employees as may be necessary, who shall collect, receive and apply all customs duties on imports and exports accruing at the several custom houses and ports of entry of the Republic of Haiti.

The President of Haiti shall appoint, upon nomination by the President of the United States, a Financial Adviser, who shall be an officer attached to the Ministry of Finance, to give effect to whose proposals and labors the Minister will lend efficient aid. The Financial Adviser shall devise an adequate system of public accounting, aid in increasing the revenues and adjusting them to the expenses, inquire into the validity of the debts of the Republic, enlighten both Governments with reference to all eventual debts, recommend improved methods of collecting and applying the revenues, and make such other recommendations to the Minister of Finance as may be deemed necessary for the welfare and prosperity of Haiti.

#### ARTICLE III

The Government of the Republic of Haiti will provide by law or appropriate decrees for the payment of all customs duties to the General Receiver, and will extend to the Receivership, and to the Financial Adviser, all needful aid and full protection in the execution of the powers conferred and duties imposed herein; and the United States on its part will extend like aid and protection.

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<sup>8</sup> See also agreement of June 27, 1916, *post*, p. 666.

## ARTICLE IV

Upon the appointment of the Financial Adviser, the Government of the Republic of Haiti, in coöperation with the Financial Adviser, shall collate, classify, arrange and make full statement of all the debts of the Republic, the amounts, character, maturity and condition thereof, and the interest accruing and the sinking fund requisite to their final discharge.

ARTICLE V<sup>8</sup>

All sums collected and received by the General Receiver shall be applied, first, to the payment of the salaries and allowances of the General Receiver, his assistants and employees and expenses of the Receivership, including the salary and expenses of the Financial Adviser, which salaries will be determined by previous agreement; second, to the interest and sinking fund of the public debt of the Republic of Haiti; and, third, to the maintenance of the constabulary referred to in Article X, and then the remainder to the Haitian Government for purposes of current expenses.

In making these applications the General Receiver will proceed to pay salaries and allowances monthly and expenses as they arise, and on the first of each calendar month, will set aside in a separate fund the quantum of the collection and receipts of the previous month.

## ARTICLE VI

The expenses of the Receivership, including salaries and allowances of the General Receiver, his assistants and employees, and the salary and expenses of the Financial Adviser, shall not exceed five per centum of the collections and receipts from customs duties, unless by agreement by the two Governments.

## ARTICLE VII

The General Receiver shall make monthly reports of all collections, receipts and disbursements to the appropriate officer of the Republic of Haiti and to the Department of State of the United States, which reports shall be open to inspection and verification at all times by the appropriate authorities of each of the said Governments.

## ARTICLE VIII

The Republic of Haiti shall not increase its public debt except by previous agreement with the President of the United States, and shall not contract any debt or assume any financial obligation unless the ordinary revenues of the Republic available for that purpose, after defraying the expenses of the Government, shall be adequate to pay the interest and provide a sinking fund for the final discharge of such debt.

## ARTICLE IX

The Republic of Haiti will not without a previous agreement with the President of the United States, modify the customs duties in a manner to reduce the revenues therefrom; and in order that the revenues of the Republic may be adequate to meet the public debt and the expenses of the Government, to preserve tranquillity and to promote material prosperity, the Republic of Haiti will coöperate with the Financial Adviser in his recommendations for improvement in the methods of collecting and disbursing the revenues and for new sources of needed income.

ARTICLE X<sup>9</sup>

The Haitian Government obligates itself, for the preservation of domestic peace, the security of individual rights and full observance of the provisions of this treaty, to create without delay an efficient constabulary, urban and rural, composed of native Haitians. This constabulary shall be organized and officered by Americans, appointed by the President of Haiti, upon nomination by the President of the United States. The Haitian Government shall clothe these officers with the proper and necessary authority and uphold them in the performance of their functions. These officers will be replaced by Haitians as they, by examination, conducted under direction of a board to be selected by the senior American officer of this constabulary and in the presence of a representative of the Haitian Government, are found to be qualified to assume such duties. The constabulary herein provided for, shall, under the direction of the Haitian Government, have supervision and control of arms and ammunition, military supplies, and traffic therein, throughout the country. The high contracting parties agree that the stipulations in this Article are necessary to prevent factional strife and disturbances.

## ARTICLE XI

The Government of Haiti agrees not to surrender any of the territory of the Republic of Haiti by sale, lease, or otherwise, or jurisdiction over such territory, to any foreign government or power, nor to enter into any treaty or contract with any foreign power or powers that will impair or tend to impair the independence of Haiti.

## ARTICLE XII

The Haitian Government agrees to execute with the United States a protocol<sup>10</sup> for the settlement, by arbitration or otherwise, of all pending pecuniary claims of foreign corporations, companies, citizens or subjects against Haiti.

<sup>9</sup> See also agreements of Aug. 24, 1916, and June 24, 1934, *post*, pp. 670 and 712.

<sup>10</sup> For a protocol pursuant to art. XII, signed at Port-au-Prince Oct. 3, 1919, see TS 643, *post*, p. 678.

ARTICLE XIII <sup>11</sup>

The Republic of Haiti, being desirous to further the development of its natural resources, agrees to undertake and execute such measures as in the opinion of the high contracting parties may be necessary for the sanitation and public improvement of the Republic, under the supervision and direction of an engineer or engineers, to be appointed by the President of Haiti upon nomination by the President of the United States, and authorized for that purpose by the Government of Haiti.

## ARTICLE XIV

The high contracting parties shall have authority to take such steps as may be necessary to insure the complete attainment of any of the objects comprehended in this treaty; and, should the necessity occur, the United States will lend an efficient aid for the preservation of Haitian Independence and the maintenance of a government adequate for the protection of life, property and individual liberty.

## ARTICLE XV

The present treaty shall be approved and ratified by the high contracting parties in conformity with their respective laws, and the ratifications thereof shall be exchanged in the City of Washington as soon as may be possible.

ARTICLE XVI <sup>12</sup>

The present treaty shall remain in full force and virtue for the term of ten years, to be counted from the day of exchange of ratifications, and further for another term of ten years if, for specific reasons presented by either of the high contracting parties, the purpose of this treaty has not been fully accomplished.

In faith whereof, the respective Plenipotentiaries have signed the present Convention in duplicate, in the English and French languages, and have thereunto affixed their seals.

Done at Port-au-Prince, Haiti, the 16th day of September in the year of our Lord one thousand nine hundred and fifteen.

ROBERT BEALE DAVIS, JR. [SEAL]

*Chargé d'Affaires of the United States*

LOUIS BORNO [SEAL]

*Secretary of State for Foreign Affairs and Public Instruction*

<sup>11</sup> See also agreements of June 27 and Aug. 24, 1916, and Aug. 5, 1931, *post*, pp. 668, 674, and 699.

<sup>12</sup> See also additional act of Mar. 28, 1917 (TS 623-A), *post*, p. 675.

## ADMINISTRATION OF HAITI

*Modus vivendi signed at Port-au-Prince November 29, 1915, supplementing treaty of September 16, 1915*

*Entered into force November 29, 1915*

*Expired May 3, 1916*<sup>1</sup>

Department of State files

### MODUS VIVENDI

Considering that pending the exchange of ratifications of the Treaty of September 16, 1915,<sup>2</sup> it is essential that a provisional arrangement be entered into between the two Governments with a view to guarantee the working of the administrative services, the repression of disorder and the maintenance of public peace;

The following MODUS VIVENDI has been agreed upon between the Government of the United States of America and the Haitian Government, represented respectively by Arthur Bailly-Blanchard, Envoy Extraordinary and Minister Plenipotentiary, and Louis Borno, Secretary of State for Foreign Affairs.

The Treaty signed September 16, 1915, between the United States and the Republic of Haiti, and ratified by the Haitian Chamber of Deputies on October 6, 1915, and by the Haitian Senate on November 11, 1915, shall go provisionally into full force and effect from this date and shall be operated thereunder until the Senate of the United States has acted upon the Treaty, under reserve of the details of the operation of the Treaty to be arranged at Washington between the Department of State and the Haitian Commission appointed for that purpose.

Signed and sealed in duplicate, in the English and French languages, at Port-au-Prince, Haiti, the twenty-ninth day of November, 1915, by the aforesaid Representatives on behalf of their respective Governments.

A. BAILLY-BLANCHARD [SEAL]  
LOUIS BORNO [SEAL]

<sup>1</sup> Upon entry into force of treaty of Sept. 16, 1915 (TS 623, *ante*, p. 660).

<sup>2</sup> TS 623, *ante*, p. 660.

## ADMINISTRATION OF HAITI: APPOINTMENT AND COMPENSATION OF CERTAIN OFFICIALS

*Agreement signed at Washington June 27, 1916, pursuant to articles II  
and V of treaty of September 16, 1915*

*Entered into force June 27, 1916*

*Treaty expired May 3, 1936*

Department of State files

The undersigned, duly authorized thereto by their respective Governments, have this day agreed that the following officials, to be nominated and appointed as stipulated in Article II of the treaty between the United States of America and the Republic of Haiti, signed at Port au Prince on September 16, 1915,<sup>1</sup> shall, pursuant to the provisions of Article V, of said treaty, receive annually compensation as follows:

Financial Adviser:

\$6,000.00 United States Currency, per annum, for salary, and

\$4,000.00 United States Currency, per annum, for personal expenses.

General Receiver of Customs:

\$5,500.00 United States Currency, per annum, for salary, and

\$3,500.00 United States Currency, per annum, for personal expenses.

Deputy General Receiver of Customs:

\$4,800.00 United States Currency, per annum, for salary, and

\$1,200.00 United States Currency, per annum, for personal expenses.

It is also agreed that pending further arrangement between the High Contracting Parties, the President of Haiti shall appoint, upon nomination by the President of the United States and at salaries fixed on the recommendation of the latter, such additional aids and employees as may be necessary to assist the General Receiver of Customs properly to collect, receive, and apply all customs duties on imports and exports accruing at the several customs houses and ports of entry of the Republic of Haiti.

Provided, that the total salaries and expenses of all the officials and employees herein mentioned shall not exceed 5 per centum of the collections and receipts from the customs duties, unless by subsequent agreement between the two Governments.

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<sup>1</sup> TS 623, *ante*, p. 660.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals.

Done at Washington, in duplicate, this 27th day of June, nineteen hundred and sixteen.

ROBERT LANSING

[*Haitian signatures illegible*]

[SEAL]

[SEAL]

## ADMINISTRATION OF HAITI: COMPENSATION OF ENGINEERS

*Agreement signed at Washington June 27, 1916, pursuant to article XIII  
of treaty of September 16, 1915*

*Entered into force June 27, 1916*

*Terminated September 30, 1931, by agreement of August 5, 1931*<sup>1</sup>

Department of State files

The undersigned, duly authorized thereto by their respective Governments, have this day agreed that the engineer or engineers to be charged with the supervision and direction of the sanitation and public improvement of the Republic of Haiti, and to be nominated and appointed as stipulated in Article XIII of the Treaty between the United States of America and the Republic of Haiti, signed at Port au Prince on September 16, 1915,<sup>2</sup> shall each receive annual compensation not to exceed seventy-five hundred (\$7500.00) dollars United States Currency.

It is also agreed, pending further arrangement between the high Contracting Parties, that should such official, or officials, as may be nominated by the President of the United States, pursuant to Article XIII, of the Convention hereinbefore referred to, be selected from the service of the United States and receive compensation as such from the Government of the United States, the Government of the Republic of Haiti shall be obligated to remunerate such officer or officers each in a sum not to exceed one-half of the above-mentioned total annual emolument of seventy-five hundred (\$7500.00) dollars.

It is further agreed that should such officer or officers be appointed other than from the service of the United States, the total annual emolument of each such officer shall be defrayed by the Government of Haiti in the following proportions:—

A sum not to exceed \$4500 United States Currency, per annum, for salary.

A sum not to exceed \$3000 United States Currency, per annum, for personal expenses.

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<sup>1</sup> EAS 22, *post*, p. 699.

<sup>2</sup> TS 623, *ante*, p. 660.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals.

Done at Washington, in duplicate, this 27th day of June, nineteen hundred and sixteen.

ROBERT LANSING [SEAL]  
[*Haitian signatures illegible*] [SEALS]

# ADMINISTRATION OF HAITI: GENDARMERIE

*Agreement signed at Washington August 24, 1916, pursuant to article X of treaty of September 16, 1915*

*Entered into force August 24, 1916*

*Modified by protocol of December 22, 1916<sup>1</sup>*

*Amended by agreements of March 23, 1920;<sup>2</sup> February 28, 1925;<sup>3</sup> and October 27, 1933<sup>4</sup>*

*Terminated August 1, 1934, by agreement of July 24, 1934<sup>5</sup>*

Department of State files

The undersigned, duly authorized thereto by their respective Governments, have this day agreed:

I. That the Constabulary contemplated by Article X of the Treaty between the United States of America and the Republic of Haiti, signed at Port au Prince on September 16, 1915,<sup>6</sup> shall be known as the Haitian Gendarmerie; that its strength and amounts to be expended for pay, rations, and expenses of operation, et cetera, shall be as set forth in the following table:

<i>Personnel</i>	<i>Per Month</i>	<i>Per Annum</i>
1 Commandant . . . . .	\$250.00	\$3,000.00
1 Assistant Commandant . . . . .	200.00	2,400.00
4 Directors . . . . .	200.00	9,600.00
9 Inspectors . . . . .	150.00	16,200.00
1 Quartermaster, Paymaster, Director . . . . .	200.00	2,400.00
2 Assistant Quartermaster, Paymasters, Inspectors . . . . .	150.00	3,600.00
1 Surgeon, Director . . . . .	200.00	2,400.00
2 Surgeons, Inspector . . . . .	150.00	3,600.00
18 Captains . . . . .	150.00	32,400.00
21 First Lieutenants . . . . .	100.00	25,200.00
3 First Lieutenants (Hospital Corps) . . . . .	100.00	3,600.00
39 Second Lieutenants . . . . .	60.00	28,080.00
8 Second Lieutenants (Machine Gun) . . . . .	50.00	4,800.00
6 Second Lieutenants (Hospital Corps) . . . . .	60.00	4,320.00
19 First Sergeants . . . . .	25.00	5,700.00
112 Sergeants . . . . .	20.00	26,880.00
262 Corporals . . . . .	15.00	47,160.00
40 Field Musicians . . . . .	10.00	4,800.00
2100 Privates . . . . .	10.00	252,000.00
Pay personnel . . . . .		\$478,140.00

<sup>1</sup> Not printed.

<sup>2</sup> *Post*, p. 683.

<sup>3</sup> *Post*, p. 693.

<sup>4</sup> *Post*, p. 710.

<sup>5</sup> EAS 68, *post*, p. 712.

<sup>6</sup> TS 623, *ante*, p. 660.

*Rations*

2,533 enlisted men at 10 cents per diem . . . . . 92,455.00

*Personnel-Clerical force*

	<i>Per Month</i>	<i>Per Annum</i>	
1 Secretary . . . . .	\$100	\$1,200	
1 clerk to Commandant . . . . .	45	540	
1 clerk to Assistant Commandant . . . . .	45	540	
2 clerks . . . . .	50	1,200	
11 clerks . . . . .	45	5,940	9,420.00
<hr/>			
Forage and remounts . . . . .		\$40,000	
Uniforms . . . . .		66,000	
Ammunition and target practice . . . . .		15,000	
Hospital, medicine, etc. . . . .		10,000	
Transportation, maps, office, supplies, intelligence service, etc . . . . .		35,000	
Miscellaneous, rent and repair of barracks, tools, kitchen utensils, lights, etc. . . . .		20,000	186,000.00
<hr/>			
Total land forces . . . . .			\$766,015.00

*Coast Guard**Annual Cost of Maintenance*

2 Inspectors at . . . . .	\$1,800	\$3,600	
4 First Lieutenants . . . . .	1,200	4,800	
4 Engineers . . . . .	276	1,104	
4 Quartermasters . . . . .	216	864	
30 Seamen . . . . .	156	4,680	\$15,048
<hr/>			
Fuel . . . . .			20,000
<hr/>			
			\$35,048

II. A coast guard service shall be established, operated and maintained as a constituent part of the Gendarmerie, under the direction and control of the Commandant of the Gendarmerie, and in addition to the annual expenses heretofore set forth, the sum of \$75,000.00 shall be allotted for the purchase of the necessary coast guard vessels for this service. These vessels may be used for the transportation of troops, Government employees, and the supplies of all departments, at the discretion of the Commandant of the Gendarmerie, subject to the direction of the President of Haiti.

III. All American officers of the Gendarmerie shall be appointed by the President of Haiti upon nomination by the President of the United States, and will be replaced by Haitians when they have shown by examination as provided in Article X of the Treaty, that they are fit for command.

IV. The Gendarmerie shall be considered the sole military and police force of the Republic of Haiti, clothed with full power to preserve domestic peace, the security of individual rights, and the full observance of the provisions of the Treaty. It shall have supervision and control of arms and ammunition, military supplies and traffic therein throughout the Republic. It shall be subject only to the direction of the President of Haiti; all other officials desir-

ing the services of the Gendarmerie, shall be required to submit requests through the nearest official of that organization.

The private guard referred to in Article 175 of the Constitution of Haiti shall be composed of one hundred men of the Gendarmerie, chosen by the President of Haiti, which men shall wear distinctive insignia while employed on that service.

V. All matters of recruiting, appointment, instruction or training, promotion, examination, discipline, operation, movement of troops, clothing, rations, arms and equipment, quarters and administration, shall be under the jurisdiction of the Commandant of the Gendarmerie.

VI. The Gendarmerie shall be organized and officered as provided for in Article X of the Treaty. The clerical force of the Gendarmerie shall be Haitian citizens.

VII. Rules and regulations for the administration and discipline of the Gendarmerie shall be issued by the Commandant, after being approved by the President of Haiti. Infraction of these rules and regulations by members of the Gendarmerie may be punished by arrest, imprisonment, suspension from duty without pay, forfeiture of pay, or dismissal under regulations promulgated by the Commandant of the Gendarmerie and approved by the President of Haiti.

VIII. Other offenses committed by gendarmes will be investigated by the Gendarmerie officers as directed by the Commandant of the Gendarmerie. If the behaviour of a gendarme is unjustified, he may at the discretion of the Commandant of the Gendarmerie be discharged from the Gendarmerie, and after his guilt is established, be punished in the same manner as other Haitian citizens, or, if not discharged, he will be punished as provided for in Articles VII and IX of this agreement. Officers and enlisted men of the United States Navy and Marine Corps, serving with the Gendarmerie will continue to be subject to the laws of the United States for the Government of the Navy.

IX. A Tribunal, consisting of five officers of the Gendarmerie, is authorized for the trial of gendarmes charged with conspiracy against the Government of Haiti. This Tribunal will be ordered by the Commandant of the Gendarmerie and in case of conviction is authorized to inflict the punishment of death or such other punishment as the Tribunal may adjudge and deem proper, in accordance with the laws of Haiti. All sentences of this Tribunal after being reviewed and approved by the Commandant of the Gendarmerie, must be confirmed by the President of Haiti before being carried into execution.

X. Persons violating the laws governing traffic in arms, ammunition, and military stores, shall be punished by a fine not exceeding \$1,000, United States Currency, or imprisonment not exceeding five years, or both.

XI. The Haitian Gendarmerie shall be under the control of the President of Haiti, and all orders from him pertaining to the Gendarmerie shall be delivered to the Commandant through the Minister of the Interior. All

other civil officials desiring protection or the services of the Gendarmerie will make application to the senior officer of the Gendarmerie in the locality.

XII. The sum of \$801,063 United States Currency, shall be appropriated annually for pay and allowances, equipment, uniforms, transportation, administration, and other current expenses of the Haitian Gendarmerie. Allotments for the various needs of the Gendarmerie shall be made from this sum by the Commandant, but the total of such allotments in any month shall not exceed one-twelfth of the total annual appropriation, provided, however, that the surplus from one month may be allotted in subsequent months.

XIII. Reports of expenditures shall be made by the Commandant as directed by the President of Haiti.

XIV. The laws necessary to make effective the above provisions shall be submitted to the legislative body of Haiti.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals in duplicate.

Done at Washington, D.C., this 24th day of August nineteen hundred and sixteen.

ROBERT LANSING

[*Haitian signature illegible*]

[SEAL]

[SEAL]

## ADMINISTRATION OF HAITI: TELEGRAPH AND TELEPHONE

*Agreement signed at Washington August 24, 1916, pursuant to article XIII of treaty of September 16, 1915*

*Entered into force August 24, 1916*

*Terminated September 30, 1931, by agreement of August 5, 1931*<sup>1</sup>

Department of State files

The undersigned, duly authorized thereto by their respective Governments, have this day agreed:

I. That the operation, management and maintenance of the telegraphs and telephones in the Republic of Haiti shall be under the control and direction of the Engineer or Engineers to be appointed by the President of Haiti upon nomination by the President of the United States and authorised for that purpose by the Government of Haiti in accordance with Article XIII of the Treaty of September 16, 1915.<sup>2</sup>

II. That in order that officers of the Gendarmerie shall be better able to fulfill their duties under the Treaty, the unrestricted service of the telegraphs and telephones is hereby assured to them, and in order to provide for the prompt transmission of messages of the Gendarmerie the officers thereof will afford all necessary protection to the lines.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals in duplicate.

Done at Washington, D.C., this 24th day of August, nineteen hundred and sixteen.

ROBERT LANSING

[SEAL]

[*Haitian signature illegible*]

[SEAL]

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<sup>1</sup> EAS 22, *post*, p. 699.

<sup>2</sup> TS 623, *ante*, p. 660.

## ADMINISTRATION OF HAITI: DURATION OF TREATY

*Additional act signed at Port-au-Prince March 28, 1917, extending treaty of September 16, 1915*

*Entered into force March 28, 1917*

*Treaty expired May 3, 1936*

Treaty Series 623-A

The Republic of Haiti having recognized as urgent the necessity of a loan for a term of more than ten years destined for the amelioration of its financial and economic situation, considering from now this necessity as a specific reason susceptible of giving to the Convention of September 16, 1915,<sup>1</sup> a duration of twenty years and desiring in consequence to exercise the right which it holds from Article XVI of this Convention;

And the United States of America, conforming itself to Article first of the said Convention and assuring its good offices for the full accomplishment of its aims and objects,

Have decided to conclude an additional act to this Convention, with a view to facilitating a prompt realization of the loan and to offer to the capitalists the serious guarantee which they claim of an uninterrupted stability indispensable to the development of the wealth of the Republic of Haiti;

And have been appointed as Plenipotentiaries,

By the President of the United States of America,

Mr. Arthur Bailly-Blanchard, Envoy Extraordinary and Minister Plenipotentiary of the United States of America,

By the President of the Republic of Haiti,

Mr. Louis Borno, Secretary of State of Foreign Affairs and Public Worship,

Who having exhibited to each other their respective full powers found to be in good and true form, have agreed as follows:

ARTICLE 1. The two High Contracting Parties declare to admit the urgent necessity for a loan for a period of more than ten years for the benefit of the Republic of Haiti as one of the specific reasons indicated in Article XVI of

<sup>1</sup> TS 623, *ante*, p. 660.

the Convention of September 16, 1915, and agree to fix at twenty years the life of the said Convention.

ARTICLE 2. The present act shall be approved by the High Contracting Parties in conformity with their respective established procedures and the approvals thereof shall be exchanged in the city of Port-au-Prince as soon as may be possible.

Signed and sealed in duplicate in the English and French languages, at Port-au-Prince, Haiti, the 28th day of March, 1917.

A. BAILLY-BLANCHARD [SEAL]

LOUIS BORNO [SEAL]

# ADMINISTRATION OF HAITI: SUBMISSION OF PROPOSED LAWS

*Statement at Port-au-Prince August 24, 1918*

*Entered into force August 24, 1918*

*Terminated by agreement of August 5, 1931*<sup>1</sup>

Department of State files

*Statement by Haitian Secretary of State for Foreign Affairs*

[TRANSLATION]

REPUBLIC OF HAITI

DEPARTMENT OF STATE  
FOR FOREIGN RELATIONS

PORT-AU-PRINCE  
*August 24, 1918*

The two Governments of the United States of America and Haiti having concluded, in 1915,<sup>2</sup> a convention wherein the two Governments agreed to cooperate in the remedying of the Haitian Finances, in the maintenance of the tranquility of Haiti, and in the carrying out of a program for the economic development and prosperity of that Republic, the Secretary of State for Foreign Affairs has the honor to advise the Minister of the United States that in conformity with the understanding had between them any project of law bearing upon any of the objects of the Treaty, prior to being submitted to the Legislative Body, of Haiti, shall be communicated to the Representative of the United States for the information of his Government and if necessary for discussion between the two Governments.

TO THE LEGATION OF THE  
UNITED STATES OF AMERICA  
PORT-AU-PRINCE.

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<sup>1</sup> EAS 22, *post*, p. 699.

<sup>2</sup> TS 623, *ante*, p. 660.

## CLAIMS COMMISSION

*Protocol signed at Port-au-Prince October 3, 1919, pursuant to article XII of treaty of September 16, 1915*

*Entered into force October 3, 1919*

*Supplemented by agreement of June 1 and 3, 1922*<sup>1</sup>

*Treaty expired May 3, 1936*

Treaty Series 643

### PROTOCOL BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

#### ARTICLE I

In pursuance of the objects of the Treaty concluded September 16, 1915,<sup>2</sup> between the United States of America and the Republic of Haiti to establish the finances of Haiti on a firm and solid basis, the Government of the United States and the Government of Haiti through duly authorized representatives agree upon this Protocol for the purpose of carrying out the objects of the aforesaid Treaty and of giving effect to Article 12 thereof. It is clearly understood that this Protocol does not in fact or by implication extend the provisions of the Treaty of September 16, 1915, hereinbefore mentioned.

#### ARTICLE II

Since the settlement by arbitration or otherwise of all pending pecuniary claims of foreign corporations, companies, citizens or subjects against Haiti, makes it necessary to assemble, analyze and adjust such claims, the Government of Haiti agrees to constitute forthwith a Claims Commission of three members, one member, to be nominated by the Secretary of State for Finance of Haiti; one member to be nominated by the Secretary of State of the United States, and the third member who shall not be a citizen either of Haiti or of

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<sup>1</sup> *Post*, p. 686.

<sup>2</sup> TS 623, *ante*, p. 660.

the United States to be nominated by the Financial Adviser, the three members so nominated to be appointed by the Government of Haiti.

In case a vacancy occurs in the office of any member by reason of his disability or for any other cause, a new member shall be nominated and appointed in the same manner as was the former incumbent.

### ARTICLE III

The Claims Commission shall have jurisdiction to examine and pass upon all pecuniary claims against Haiti. It is understood, however, that the Commission shall not have jurisdiction to consider or pass upon:

(1) The indebtedness represented by the three bond issues of 1875, 1896 and 1910, now outstanding;

(2) That to the Banque Nationale de la République d'Haïti, as of December 31, 1916, as acknowledged by the Haytian Government on the 12th of April, 1919;

(3) The sum due as interest as this sum will have been verified and admitted by the Financial Adviser, upon the bonds of the Compagnie Nationale des Chemins de Fer d'Haïti, duly authorized and bearing the guarantee of the Haytian Government, to the amount of \$3,544,548.74; and

(4) So much of the sum due to the Compagnie des Chemins de Fer de la Plaine du Cul-de-Sac on account of the interest guarantee upon its bonds as has as not hitherto been in dispute between the railroad and the Haytian Government, the Government having recognized its obligation to pay to the Compagnie des Chemins de Fer de la Plaine du Cul-de-Sac a sum equal to \$41,280 per annum, less the net profits of the railroad.

It is further understood that the claims heretofore presented to the Claims Commission appointed by the decree of November four nineteen sixteen need not be presented de novo to the new Claims Commission who will review the findings of the Commission appointed by the decree of November four nineteen sixteen in respect of these claims, may require the production of further evidence where they deem this necessary and shall make such final awards as seem to them just and equitable.

### ARTICLE IV

The Claims Commission shall proceed, as soon as constituted, to hold meetings at Port-au-Prince, or elsewhere in the Republic of Haiti, to formulate rules of procedure for the filing and adjudication of claims.

The Claims Commission may fix the date after which claims may not be filed, but such date shall not be less than six months after the date of the first public announcement by the Commission of its readiness to receive claims. The Commission shall be bound to examine and decide upon every claim

within two years from the day of its first meeting. A majority vote of the Commissioners shall constitute a binding decision upon any claim.

#### ARTICLE V

The Claims Commission shall determine the proportion of each award which is to be paid in cash and the proportion to be paid in bonds of Haiti; and it shall state these amounts respectively in its certificate of award which is to be issued to each creditor in whose favor an award is made, and which is to be surrendered by him to the Secretary of State for Finance upon payment of the award.

#### ARTICLE VI

In order to make possible the settlement of the awards rendered by the Claims Commission and the refunding of those obligations specifically mentioned in Numbers 1, 2, 3 and 4 in Article III above, and otherwise to establish the finances of Haiti on a firm and solid basis, the Republic of Haiti agrees to issue, upon the terms and at a time to be fixed in accord with the Financial Adviser, but not later than two years after the date of the signature of this Protocol a national loan of 40,000,000 dollars gold (\$40,000,000), payable in thirty years by annual drawings at par, or by purchase below par in the open market. It is agreed that the Government of Haiti shall have the right to pay off the entire loan at any time upon reasonable previous notice after fifteen years from the date of issue.

#### ARTICLE VII

It is further agreed that this loan, to the issuance of which the President of the United States consents, will be used to pay or otherwise provide for the obligations specifically mentioned and numbered 1, 2, 3 and 4 in Article III hereof, and also the awards rendered by the Claims Commission provided for herein. Provision shall be made for the exchange of the bonds of this loan for the bonds of the issues of 1875, 1896 and 1910, such exchange to take place with due regard for the interest rates of the respective bonds and to be carried on between the Secretary of State for Finance of the Republic of Haiti, in accord with the Financial Adviser, and such agency as may represent the holders of said bonds. After two years from the date of the official announcement of the beginning of the conversion the bonds of this loan not used for the purpose of conversion shall be returned to the Secretary of State for Finance of Haiti at Port-au-Prince for the use of the Government. The holders of any said old bonds which shall not have been presented for exchange within this period of two years shall apply for redemption of the same directly to the Secretary of State for Finance of Haiti. Any surplus remaining after the foreign and domestic indebtedness has been paid or otherwise provided for shall be applied by the Republic of Haiti, in accord with the Finan-

cial Adviser, to the construction of necessary public works or to the service of the loan hereinabove authorized.

#### ARTICLE VIII

It is agreed that the payment of interest and the amortization of this loan will constitute a first charge upon all the internal revenues of Haiti, and a second charge upon the customs revenues of Haiti next in order, until the expiration of the Treaty of September 16, 1915, after payment of salaries, allowances and expenses of the General Receiver and the Financial Adviser and their assistants; and it is further agreed that the control by an officer or officers duly appointed by the President of Haiti, upon nomination by the President of the United States, of the collection and allocation of the hypothecated revenues, will be provided for during the life of the loan after the expiration of the aforesaid Treaty so as to make certain that adequate provision be made for the amortization and interest of the loan.

#### ARTICLE IX

Each member of the Claims Commission will receive \$8,000 gold per annum as salary, and \$2,000 gold per annum as expenses; and the Commission is authorized, after approval of the Secretary of State for Finance in accord with the Financial Adviser, to retain the services of such assistants and experts and otherwise to incur such actual and necessary expenses as may be required for the proper discharge of its duties; and it is agreed that upon proper certification by the Secretary of State for Finance, such salaries, allowances and expenses thus authorized will be paid from the General Treasury of the Republic.

#### ARTICLE X

The Government of Haiti agrees to empower the Commission by appropriate legislation or otherwise to compel the attendance at its sessions in Haiti of witnesses whose testimony is desired in connection with any claim pending before the Commission, and to require the production of papers which the Commission may deem necessary for it to consider. The Government of Haiti further agrees to enact such legislation as may be necessary to give effect to the provisions of this Protocol.

#### ARTICLE XI

This Protocol will take effect immediately upon signature by the Minister of the United States to Haiti representing the Government of the United States, and by the Secretary of State for Foreign Affairs of Haiti representing the Government of Haiti.

In witness whereof this agreement has been signed and sealed by Mr. Arthur Bailly-Blanchard, Envoy Extraordinary and Minister Plenipotentiary of the United States of America on behalf of the United States, and by Mr.

Constantin Benoit, Secretary of State for Foreign Affairs of Haiti on behalf of the République of Haiti.

Done in duplicate in the English and French languages at the City of Port-au-Prince on the third day of October, one thousand nine hundred and nineteen.

A. BAILLY-BLANCHARD [SEAL]

C. BENOIT [SEAL]

# ADMINISTRATION OF HAITI: GENDARMERIE

*Agreement signed at Washington March 23, 1920, amending agreement of August 24, 1916*

*Entered into force March 23, 1920*

*Terminated August 1, 1934, by agreement of July 24, 1934*<sup>1</sup>

Department of State files

The undersigned, duly authorized by their respective governments, have this day agreed that Articles I and XII of the Haitian Gendarmerie Agreement, made by and between the Governments of the United States of America and of the Republic of Haiti, on the 24th of August, 1916,<sup>2</sup> shall be and they are hereby amended so as to read as follows:

## ARTICLE I

That the Constabulary contemplated by Article X of the Treaty between the United States of America and the Republic of Haiti, signed at Port-au-Prince on September 16, 1915,<sup>3</sup> shall be known as the Haitian Gendarmerie; that its strength and amounts to be expended for pay, rations, and expenses of operation, et cetera, shall be as set forth in the following table:

<i>Personnel</i>	<i>Per month</i>	<i>Per annum</i>
1 Commandant . . . . .	\$250.00	\$3,000.00
1 Assistant Commandant . . . . .	200.00	2,400.00
3 Directors . . . . .	200.00	7,200.00
10 Inspectors . . . . .	150.00	18,000.00
1 Quartermaster, Paymaster, Director . . . . .	200.00	2,400.00
2 Assistant Quartermaster, paymaster, Inspectors . . . . .	150.00	3,600.00
1 Surgeon, Director . . . . .	200.00	2,400.00
2 Surgeons, Inspector . . . . .	150.00	3,600.00
18 Captains . . . . .	150.00	32,400.00
23 First Lieutenants . . . . .	100.00	27,600.00
3 First Lieutenants (Hospital Corps) . . . . .	100.00	3,600.00
39 Second Lieutenants . . . . .	60.00	23,080.00
10 Second Lieutenants (Machine Gun) . . . . .	50.00	6,000.00
6 Second Lieutenants (Hospital Corps) . . . . .	60.00	4,320.00
19 First Sergeants . . . . .	25.00	5,700.00
112 Sergeants . . . . .	20.00	26,880.00
262 Corporals . . . . .	15.00	47,160.00
40 Field Musicians . . . . .	10.00	4,800.00
2100 Privates . . . . .	10.00	252,000.00
Pay Personnel . . . . .		\$481,140.00

<sup>1</sup> EAS 68, *post*, p. 712.

<sup>2</sup> *Ante*, p. 670.

<sup>3</sup> TS 623, *ante*, p. 660.

<i>Rations</i>		
2533 enlisted men at 15 cents per diem		\$138, 667. 50
<i>Personnel—Clerical Force</i>		
	<i>Per annum</i>	9, 420. 00
Forage and remounts . . . . .	\$40, 000. 00	
Uniforms . . . . .	109, 175. 00	
Ammunition and target practice . . . . .	15, 000. 00	
Hospital, medicine, et cetera . . . . .	15, 000. 00	
Transportation, maps, office supplies, intelligence service, et cetera . . . . .	35, 000. 00	
Miscellaneous, rent and repair of barracks, tools, kitchen utensils, lights, et cetera . . . . .	20, 000. 00	234, 175. 00
Total land forces . . . . .		\$863, 402. 50
<i>Coast Guard</i>		
<i>Annual Cost of Maintenance</i>		
1 Inspector . . . . .	\$150. 00	\$1, 800. 00
3 First Lieutenants . . . . .	100. 00	3, 600. 00
4 Engineers . . . . .	20. 00	960. 00
4 Quartermasters . . . . .	15. 00	720. 00
30 Seamen . . . . .	10. 00	3, 600. 00
Rations for 38 men . . . . .		2, 774. 00
Maintenance and Operation . . . . .		18, 594. 00
Total . . . . .		\$32, 048. 00

It is further provided that if the condition of the Haitian Government's finances shall warrant the expenditure of funds for such purpose, an additional number of men, not exceeding 467, may be enlisted in the Gendarmerie for a period of one year, upon the recommendation of the Commandant as to the necessity and advisability of such enlistment, and upon the consent in writing of the Financial Adviser, and that said periods for such enlistment may thereafter be extended in further periods of six months each upon like recommendation by the Commandant and like consent of the Financial Adviser. Pay, and clothing and subsistence allowances for such enlisted men for the period or periods of their enlistment are hereby authorized at the rates before specified.

## ARTICLE XII

The sum of \$895,450.50 United States Currency, shall be appropriated annually for pay and allowances, equipment, uniforms, transportation, administration, and other current expenses of the Haitian Gendarmerie and Coast Guard, to be divided among the several items as specified in Article I of this Agreement, and in no other proportion, except that in case of urgent necessity a portion of the sum provided for one or more items may be diverted in the service of another item with the consent in writing of the Financial Adviser.

In case of the enlistment of the additional number of men referred to in Article I of this Agreement, a further sum shall be appropriated for their pay and clothing and subsistence allowances as provided in Article I of this Agreement.

The total expenditure from the amount appropriated in this Article, as authorized by the Commandant, shall not exceed in any one month for any item one-twelfth of the total annual appropriation therefor, provided, however, that the surplus from one month may be allotted in subsequent months.

In witness whereof the undersigned have hereunto signed their names and affixed their seals.

Done in duplicate at Washington, this twenty-third day of March 1920.

FRANK L. POLK

[*Haitian signature illegible*]

[SEAL]

[SEAL]

## CLAIMS COMMISSION

*Exchange of notes at Port-au-Prince June 1 and 3, 1922, supplementing protocol of October 3, 1919, pursuant to article XII of treaty of September 16, 1915*

*Entered into force June 3, 1922*

*Treaty expired May 3, 1936*

Department of State files

*The American High Commissioner to the Minister of Foreign Affairs*

PORT AU PRINCE

*June 1, 1922*

MR. MINISTER :

Referring to the Haitian Government's Memorandum under date of December 30, 1921, and to its note of January 31, 1922, my Government has noted that the Haitian Government believes that in point of law the Protocol of October 3, 1919,<sup>1</sup> has lapsed, but that the difficulty regarding the time limit mentioned in the Protocol may be overcome by a clause inserted in the loan law, and its further suggestion, in paragraph 9 of the Memorandum of December 30, 1921, that provisions should be inserted in the loan law regarding the conversion of the bonds of the two remaining French loans.

I am instructed to inform Your Excellency that my Government while still regarding the Protocol as being valid, and in full force and effect, is nevertheless willing that the difficulties which have arisen should be overcome by a supplementary understanding between the two Governments. It feels, however, that the loan law should only embody the provisions necessary to confirm the authority of the Haitian Executive Power to contract the loan; and that the other questions affecting the validity of the Protocol, the method of issuing the proposed loan, and the disposition of the proceeds thereof, should be settled by an exchange of notes between the two Governments.

To put into effect, therefore, the proposal of my Government that these matters be dealt with by an exchange of notes, I am instructed to inform the Government of Your Excellency, in this manner, that inasmuch as under the provisions of the Protocol of October 3, 1919, between the United States and Haiti, and to carry out the purposes for which the Protocol was made, the

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<sup>1</sup> TS 643, *ante*, p. 678.

Republic of Haiti agreed to issue not later than two years after the date of the signature of the Protocol a national loan of forty million (\$40,000,000) gold, payable in thirty years, and inasmuch as the Republic of Haiti has not as yet issued any part of said loan, although said period of two years has expired, the Government of the United States will agree to an extension of the period provided in the Protocol for the flotation of the loan, provided that the agreement assumed in the Protocol shall be carried out within a reasonable time.

I am further instructed to state that the Government of the United States will consider that the provisions of the Protocol are fulfilled if the bonds of the loan shall be issued in series, the amount of each series, the terms on which it is to be sold, the rate of interest, the terms of the sinking fund applicable thereto and the provisions as to when and how said bonds shall be redeemed all to be fixed by the Haitian Government in accord with the Financial Adviser.

I am further instructed to state that it is the understanding of the Government of the United States that the proceeds of said bonds, as well as the bonds themselves, may be used for payment of obligations mentioned in Articles III and VII in said Protocol, and that the reservation of bonds for the two year period for conversion, referred to in said Article VII, is applicable only to such of the bonds as are allocated to the purpose of conversion and does not preclude the immediate use of bonds or the proceeds of bonds not so allocated for other purposes referred to in said Protocol.

Finally, I am instructed to say that my Government considers that the internal funded debts of Haiti, as represented in the bond issues of 1912, 1913 and 1914, A, B, and C, do not come within the provisions of the Protocol as 'pecuniary claims', but are liquidated debts, and that it would, therefore, be proper for the Haitian Government to redeem these bond issues, or to maintain their service without submission to the Claims Commission.

As soon as the Government of Your Excellency will indicate to my Government that it is prepared to proceed with the obligations assumed by it under the Protocol, and especially to fulfill its obligations as to a bond issue, in pursuance of the waiver by my Government, contained in this note, of the time limit mentioned in the Protocol, which expired on October 3, 1921, for the issuance of the stipulated bonds by the Haitian Government, my Government would be gratified to receive a reply to my note stating that the Government of Haiti has noted that the Government of the United States, provided the loan is issued within a reasonable time, waives the stipulation of the Protocol establishing a period of two years within which the Republic of Haiti should have performed the agreement made in Article VI of the Protocol of October 3, 1919, to issue the national loan of forty million dollars (\$40,000,000); that the Government of Haiti takes this occasion to confirm its agreement to issue a loan of that amount and to state that it is in accord with the suggestions of the Government of the United States made in the note

under reply, namely, that the bonds of the loan shall be issued in series, the amount of each series, the terms on which it is to be sold, the rate of interest, the terms of the sinking fund applicable thereto and the provisions as to when and how said bonds shall be redeemed all to be fixed by the Haitian Government in accord with the Financial Adviser; and that the Government of Haiti further states that the understanding of the Government of the United States as to the use of the bonds or the proceeds thereof is also in accordance with the understanding of the Government of Haiti.

I am instructed further to state that it would appear that the Secretary of State for Finance of Haiti should now nominate a member of the Claims Commission, to be followed by nominations of two other members of the Commission, one each by the Secretary of State of the United States and the Financial Adviser of Haiti, and the three members so nominated to be appointed by the Government of Haiti, as agreed upon in the Protocol. In this relation, my Government desires to be informed as to the applicable laws of Haiti upon the question of whether it is necessary for the Haitian Legislature to enact legislation providing for the constitution of the Commission, the payment of salaries to its members, and other pertinent matters, or whether such matters could be dealt with by the Executive alone.

With regard to the outline contained in the Memorandum of December 30, 1921, of the suggested law authorizing the loan, I am instructed by my Government to state that it is unable to agree to this outline, insofar as it departs from the provisions already agreed upon between the two Governments, as embodied in the Protocol. My Government considers that, by virtue of the last sentence of Article X of the Protocol, the Republic of Haiti has obligated itself to enact a law strictly following the provisions of the Protocol. I am instructed to say, however, that my Government avails itself with much pleasure of the suggestion contained in the Haitian Government's note of January 31, 1922, to make known the provisions that it considers it would be proper to carry in the law authorizing the loan. I therefore have the honor to submit the following draft of a loan law to take the place of the outlines of a law suggested in the Haitian memorandum of December 30th, last:—

“WHEREAS, in order to carry out the purposes of the Treaty between the United States and Haiti of September 16, 1915,<sup>2</sup> as extended by the Additional Act between the United States and Haiti of March 28, 1917,<sup>3</sup> a Protocol was concluded between the two Governments on October 3, 1919, and

WHEREAS, certain modifications in this Protocol were agreed to in an exchange of notes between the two Governments, dated \_\_\_\_\_ and

<sup>2</sup> TS 623, *ante*, p. 660.

<sup>3</sup> TS 623-A, *ante*, p. 675.

WHEREAS, it is now necessary to authorize the Executive Power to contract the loan provided for in the Protocol as thus modified, be it enacted as follows:

1. The provisions of said Protocol, modified as above, are adopted as laws of the Republic.
2. The Executive Power is hereby authorized to contract a loan to the amount of forty million dollars (\$40,000,000), payable in or within thirty years from the dates of issue.
3. Said loan may be issued in series, on such terms, in such amounts, at such rates of interest, and with such provisions for sinking funds and for redemption of bonds as may be agreed upon by the Minister of Finance (or such other officer as should properly be named), in accord with the Financial Adviser.
4. Until such loan is paid in full the payment of interest thereon and the amortization thereof shall constitute a first charge on all the internal revenue of the Republic, and a second charge on the customs revenue of the Republic next in order until the expiration of the Treaty of September 16, 1915, after payment of salaries, allowances and expenses of the General Receiver and Financial Adviser and their assistances appointed in accordance with said Treaty.
5. The control of the collection and allocation of such hypothecated revenue, after the expiration of said Treaty and until said loan is paid in full, shall continue to be vested in an officer or officers appointed by the President of Haiti on nomination by the President of the United States, as provided in the Protocol above referred to."

With regard to the suggestion contained in the Haitian Government's note of January 31, 1922, which I had the honor to transmit by telegraph to my Government, to the effect that in its note of December 30th, last, the Haitian Government demonstrated that without new taxes the loan offer submitted by Messrs. Lee, Higginson and Company, if accepted, would cause the Haitian Government to be confronted by an annual deficit of \$1,000,000, I am instructed by my Government to state that it continues, as at all times in the past, willing to assist the Haitian Government in the matter of drafting laws imposing new taxes and in the matter of improving the collection of taxes under existing laws.

With reference to the request made by the Haitian Government in its note of January 31, 1922, that this Government lend its good offices to the Haitian Government to obtain certain improvements in the conditions of the loan, I am instructed by my Government to inform Your Excellency that as soon as its request, repeatedly made in the course of the present negotiations, to transmit to the Financial Adviser of Haiti, temporarily in Washington, the necessary full powers from the Haitian Government has been complied with,

the Department will be very glad, as heretofore, to continue to give its assistance and counsel to the Financial Adviser in the formal negotiations he would then be enabled to undertake in behalf of Your Excellency's Government, and Your Excellency may rest assured that the Financial Adviser, with the full cooperation of the Department of State, will endeavor to obtain whatever improvements in terms may be possible from the bankers for whose proposals a preference was expressed by the Haitian Government in its Memorandum of December 30th, last.

Be pleased to accept, Mr. Minister, the assurance of my high consideration.

JOHN H. RUSSELL  
*American High Commissioner*

His Excellency,

M. LEON DÉJEAN,  
*Minister of Foreign Affairs,  
Port-au-Prince.*

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*The Minister of Foreign Affairs to the American High Commissioner*<sup>4</sup>

[TRANSLATION]

In response to Your Excellency's note of the first of this month repeating the note of April 15th addressed to my predecessor and putting into effect the engagements entered into by the Government preceding according to correspondence already exchanged, notably the contracting powers of the Department of Foreign Affairs of January 31, I have the honor to inform you that the Haitian Government has noted that the Government of the United States renounces the stipulation of the protocol which fixed a period of two years during which the Republic of Haiti should execute the engagement provided for in article six to issue a loan of \$40,000,000 provided always that the loan be contracted within a reasonable date.

I am likewise charged always in view of the correspondence above referred to to confirm to your Excellency that the Haitian Government is in accord with the Government of the United States for the issuance of the loan in taking into consideration the suggestions contained in the letter of the American representative dated April 15th.

The Haitian Government also shares the opinion of the Government of the United States with respect to employment of the bonds and their proceeds.

We are pleased to learn that the new situation of the market permits the Haitian Government to count on more advantageous conditions than those offered up to now.

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<sup>4</sup> Substance of note dated June 3, 1922, transmitted to Secretary of State by American High Commissioner.

## ADMINISTRATION OF HAITI: APPOINTMENT OF AGRICULTURAL ENGINEER AND ASSISTANT

*Agreement signed at Port-au-Prince April 17, 1923, pursuant to article  
XIII of treaty of September 16, 1915*

*Entered into force April 17, 1923*

*Replaced by agreement of July 17, 1923*<sup>1</sup>

Department of State files

In pursuance of the objects of the Treaty concluded September 16, 1915,<sup>2</sup> between the United States of America and the Republic of Haiti, the Government of the United States and the Government of Haiti, through duly authorized representatives, agree upon this agreement for the purpose of carrying out the objects of the aforesaid Treaty and of giving effect to Article XIII thereof. It is clearly understood that this agreement does not in fact or by implication extend the provisions of the Treaty herein before mentioned.

ART. I. The Agricultural Engineer, to be charged with the supervision, direction and control of the Technical Bureau of the Department of Agriculture of the Republic of Haiti, and to be nominated and appointed as stipulated in Art. XIII of the Treaty concluded September 16, 1915, between the United States of America and the Republic of Haiti, shall receive as annual compensation the sum of Ten Thousand Dollars United States currency (salary and personal expenses).

ART. II. The President of Haiti shall appoint upon nomination by the President of the United States, at an annual compensation of Seventy-Five Hundred Dollars United States currency (salary and personal expenses), an Assistant Engineer who will be charged with the organization and supervision of a system of manual training and vocational instruction under the direction of the Engineer in charge of the Technical Bureau of the Department of Agriculture.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals.

Done in Port-au-Prince, in duplicate, this 17th day of April Nineteen Hundred and Twenty three.

JOHN H. RUSSELL

[SEAL]

[*Haitian signature illegible*]

[SEAL]

<sup>1</sup> *Post.*, p. 692.

<sup>2</sup> TS 623, *ante*, p. 660.

# ADMINISTRATION OF HAITI: APPOINTMENT OF AGRICULTURAL ENGINEER AND ASSISTANT

*Agreement signed at Port-au-Prince July 17, 1923*

*Entered into force July 17, 1923*

*Terminated September 30, 1931, by agreement of August 5, 1931*<sup>1</sup>

Department of State files

In pursuance of the objects of the Treaty concluded September 16, 1915,<sup>2</sup> between the United States of America and the Republic of Haiti, the Government of the United States and the Government of Haiti, through duly authorized representatives, agree upon this agreement for the purpose of carrying out the objects of the aforesaid Treaty and of giving effect to Article XIII thereof. It is understood that the duration of this agreement will not exceed that of the treaty herein before mentioned, and that it does not extend the provisions of said treaty in fact or by implication.

ART. I. The Agricultural Engineer, to be charged with the supervision, direction and control of the Technical Bureau of the Department of Agriculture of the Republic of Haiti, and to be nominated and appointed as stipulated in Art. XIII of the Treaty concluded September 16, 1915, between the United States of America and the Republic of Haiti, shall receive as annual compensation the sum of TEN THOUSAND DOLLARS, United States currency (Salary and personal expenses).

ART. II. The President of Haiti shall appoint upon nomination by the President of the United States, at an annual compensation of SEVENTY FIVE HUNDRED DOLLARS, United States currency (Salary and personal expenses) an Assistant Engineer who will be charged with the organization and supervision of a system of manual training and vocational instruction under the direction of the Engineer in charge of the Technical Bureau of the Department of Agriculture.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals.

Done in Port-au-Prince, in duplicate, the 17th day of July Nineteen Hundred and Twenty three.

JOHN H. RUSSELL [SEAL]

[*Haitian signature illegible*] [SEAL]

<sup>1</sup> EAS 22, *post*, p. 699.

<sup>2</sup> TS 623, *ante*, p. 660.

# ADMINISTRATION OF HAITI: GENDARMERIE

*Agreement signed at Port-au-Prince February 28, 1925, amending agreement of August 24, 1916, as amended*

*Entered into force February 28, 1925*

*Terminated August 1, 1934, by agreement of July 24, 1934*<sup>1</sup>

Department of State files

The undersigned, duly authorized by their respective governments, have this day agreed that Articles I and XII of the Haitian Gendarmerie Agreement, made by and between the Governments of the United States of America and of the Republic of Haiti, on the 24th of August 1916,<sup>2</sup> and amended on the 23rd of March 1920,<sup>3</sup> shall be and they are hereby amended so as to read as follows:

## ARTICLE I

That the Constabulary contemplated by Article X of the Treaty between the United States of America and the Republic of Haiti, signed at Port-au-Prince on September 16, 1915,<sup>4</sup> shall be known as the Haitian Gendarmerie; that its strength and amounts to be expended for pay, rations, hospital and medical supplies, and expenses of maintenance and operations, et cetera, shall be as set forth in the following table:

<i>Personnel</i>	<i>Per Month Gourdes</i>	<i>Per Annum Gourdes</i>
1 General of Division, Commandant	1250.00	15,000.00
1 General of Brigade, Assistant Commandant	1000.00	12,000.00
3 Colonels, Directors	1000.00	36,000.00
1 Colonel, Quartermaster—Paymaster Director	1000.00	12,000.00
1 Colonel, Medical Director	1000.00	12,000.00
7 Majors, Inspectors	750.00	63,000.00
2 Majors, Assistant Quartermasters, Inspectors	750.00	18,000.00
3 Majors, Surgeon Inspectors	750.00	27,000.00
20 Captains	750.00	180,000.00
1 Captain, Surgeon	750.00	9,000.00
49 First Lieutenants	500.00	294,000.00
3 First Lieutenants (Hospital Corps)	500.00	18,000.00
49 Second Lieutenants	300.00	176,400.00
6 Second Lieutenants (Hospital Corps)	300.00	21,600.00
19 First Sergeants	125.00	28,500.00
112 Sergeants	100.00	134,400.00
262 Corporals	75.00	235,800.00
40 Field Musicians	50.00	24,000.00
2100 Privates	50.00	1,260,000.00
Total Pay Personnel		Gdes. 2,576,700.00

<sup>1</sup> EAS 68, *post*, p. 712.

<sup>2</sup> *Ante*, p. 670.

<sup>3</sup> *Ante*, p. 683.

<sup>4</sup> TS 623, *ante*, p. 660.

*Rations*

Expenses of procuring and preparing rations for 2533 enlisted men at 75 centimes per man per diem	693, 337. 50
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*Medical Service*

Medical supplies, equipment and maintenance of hospitals	75, 000. 00
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*Maintenance and Operation*

Civil clerical force; uniforms; ammunition and target practice; forage and remounts; transportation of supplies and troops; maps; stationery and office supplies; intelligence service; rent; repairs to barracks; equipage; gasoline; kerosene; lights; tools and miscellaneous expenditures for maintenance and operation of the Gendarmerie	1, 142, 975. 00
	4, 488, 012. 50

*Coast Guard*

<i>Personnel</i>	<i>Per Month</i>	<i>Per Annum</i>	
	<i>Gourdes</i>	<i>Gourdes</i>	
1 Inspector	750. 00	9, 000. 00	
3 First Lieutenants	500. 00	18, 000. 00	
4 Engineers	100. 00	4, 800. 00	
4 Quartermasters	75. 00	3, 600. 00	
30 Seamen	50. 00	18, 000. 00	
Rations for 38 men at Gde. 1.00 per man per diem		13, 870. 00	
Maintenance and operation of Coast Guard		92, 970. 00	160, 240. 00
Total for Land Forces and Coast Guard			4, 648, 252. 50

It is further provided that if the condition of the Haitian Government's finances shall so warrant, the following additional number of officers or part of this number may be appointed, and the following additional number of men or part of this number and the following number of nurses or part of this number may be enlisted upon the recommendation of the Commandant and upon the consent, in writing, of the Financial Adviser.

The pay, rations, hospital and medical supplies, and expenses of maintenance and operation, et cetera, shall be as set forth in the following table:

<i>Personnel</i>	<i>Per Month</i> <i>Gourdes</i>	<i>Per Annum</i> <i>Gourdes</i>
1 Colonel	1, 000. 00	12, 000. 00
1 Major, Assistant Quartermaster Inspector	750. 00	9, 000. 00
1 Major, Surgeon	750. 00	9, 000. 00
2 Captains	750. 00	18, 000. 00
1 Captain, Assistant Quartermaster	750. 00	9, 000. 00
2 Captains, Surgeon	750. 00	18, 000. 00
10 First Lieutenants	500. 00	60, 000. 00
1 First Lieutenant (Hospital Corps)	500. 00	6, 000. 00
10 Second Lieutenants	300. 00	36, 000. 00

<i>Personnel</i>	<i>Per Month Gourdes</i>	<i>Per Annum Gourdes</i>
4 Warrant Officers (Hospital Corps)	300.00	14,400.00
22 Aspirant Officers	250.00	66,000.00
7 Sergeants Major	150.00	12,600.00
11 First Sergeants	125.00	16,500.00
23 Staff Sergeants	125.00	34,500.00
38 Sergeants	100.00	45,600.00
38 Corporals	75.00	34,200.00
10 Field musicians	50.00	6,000.00
240 Privates	50.00	144,000.00
<i>Medical Service</i>		
4 First Sergeants	125.00	6,000.00
20 Sergeants	100.00	24,000.00
40 Corpsmen, 1st Class	75.00	36,000.00
30 Corpsmen, 2nd Class	60.00	21,600.00
6 Nurses	100.00	7,200.00
<i>Palace Band</i>		
1 Band Leader, 1st Lieutenant	500.00	6,000.00
1 Assistant Leader	250.00	3,000.00
10 Musicians, 1st Class	125.00	15,000.00
15 Musicians, 2nd Class	100.00	18,000.00
25 Musicians, 3rd Class	75.00	22,500.00
Rations for 461 enlisted men, 50 bandsmen, and six nurses at 75 centimes per person per diem		141,528.75
Medical supplies, equipment, and maintenance of hospitals for 517 persons at Gdes. 2.25 per month per person		13,959.00
Maintenance and operation for 461 enlisted men, 50 bandsmen, and 6 nurses at Gdes. 17.75 per month per person		110,121.00

## ARTICLE XII

The sum of Gdes. 4,648,252.50, Haitian Currency, shall be placed in the Budget annually, for the pay and allowances, rations, hospital and medical supplies, maintenance and operation, and other current expenses of the Gendarmerie and Coast Guard. This appropriation shall be made available in monthly allotments for the various needs of the Gendarmerie and Coast Guard, and any surplus not expended shall be available for the use of the Gendarmerie.

In case of the increase provided for in Article I, the amounts necessary to carry it into effect shall be appropriated.

IN WITNESS WHEREOF the undersigned have hereunto signed their names and affixed their seals.

Done in duplicate, at Port-au-Prince, Haiti, this twenty eighth day of February, nineteen hundred and twenty five.

GEORGE R. MERRELL JR. [SEAL]

LEON DÉJEAN [SEAL]

## MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

*Exchange of notes at Port-au-Prince July 8, 1926*  
*Entered into force October 1, 1926*  
*Supplanted June 3, 1935, by agreement of March 28, 1935*<sup>1</sup>

Treaty Series 746

*The American Chargé d'Affaires ad interim to the Secretary of State  
for Foreign Relations*

LEGATION OF THE UNITED STATES OF AMERICA

*Port-au-Prince, Haiti*

*July 8, 1926*

No. 172

EXCELLENCY:

I have the honor to make the following statement of my understanding of the agreement reached through recent conversations held at Port-au-Prince on behalf of the Government of the United States and the Government of Haiti with reference to the treatment which the United States shall accord to the commerce of Haiti and which Haiti shall accord to the commerce of the United States.

These conversations have disclosed a mutual understanding between the two Governments which is that in respect of import and export duties and other duties and charges affecting commerce, as well as in respect of transit, warehousing and other facilities, and the treatment of commercial travelers' samples, the United States will accord to Haiti, and Haiti will accord to the United States, its territories and possessions, unconditional most-favored-nation treatment; and that in the matter of licensing or prohibitions of imports and exports, each country, so far as it at any time maintains such a system, will accord to the commerce of the other treatment as favorable, with respect to commodities, valuations and quantities, as may be accorded to the commerce of any other country.

It is understood that

No higher or other duties shall be imposed on the importation into or disposition in the United States, its territories or possessions, of any articles

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<sup>1</sup> EAS 78, *post*, p. 714.

the produce or manufacture of Haiti than are or shall be payable on like articles the produce or manufacture of any foreign country;

No higher or other duties shall be imposed on the importation into or disposition in Haiti of any articles the produce or manufacture of the United States, its territories or possessions; than are or shall be payable on like articles the produce or manufacture of any foreign country;

Similarly, no higher or other duties shall be imposed in the United States, its territories or possessions, or in Haiti, on the exportation of any articles to the other or to any territory or possession of the other, than are payable on the exportation of like articles to any foreign country;

Every concession with respect to any duty, charge or regulation affecting commerce now accorded or that may hereafter be accorded by the United States or by Haiti by law, proclamation, decree or commercial treaty or agreement, to any third country will become immediately applicable without request and without compensation to the commerce of Haiti and of the United States and its territories and possessions, respectively;

Provided that this understanding does not relate to

(1) Prohibitions or restrictions of a sanitary character or designed to protect human, animal or plant life or regulations for the enforcement of police or revenue laws.

(2) The treatment which the United States accords or may hereafter accord to the commerce of Cuba or any of the territories or possessions of the United States or the Panama Canal Zone, or to the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions or to the commerce of its territories or possessions with one another.

(3) The treatment which Haiti accords or may hereafter accord to the commerce of the Dominican Republic.

The present arrangement shall become operative on October 1, 1926 and, unless sooner terminated by mutual agreement, shall continue in force for six months and thereafter until thirty days after notice of its termination shall have been given by either party; but should either party be prevented by future action of its legislature from carrying out the terms of this arrangement, the obligation thereof shall thereupon lapse.

I shall be glad to have your confirmation of the accord thus reached.

Accept, Excellency, the renewed assurances of my highest consideration.

GEORGE R. MERRELL, JR.

*Chargé d'Affaires ad interim*

His Excellency

Mr. EDMOND MONTAS

*Secretary of State*

*for Foreign Relations*

*The Secretary of State for Foreign Relations to the American  
Chargé d'Affaires ad interim*

[TRANSLATION]

REPUBLIC OF HAITI  
*Port-au-Prince, July 8, 1926*

DEPARTMENT OF STATE FOR FOREIGN AFFAIRS

MR. CHARGÉ D'AFFAIRES,

I have the honor to inform you that the Haitian Government accepts the conditions of a Commercial MODUS VIVENDI between the Republic of Haiti and the United States of America as those conditions are indicated in your note No. 172 of this day.

The conversations that have taken place on the subject between the Legation of the United States and the Department of Foreign Relations have disclosed a mutual understanding between the two governments which is that in respect of import and export duties and other duties and charges affecting commerce, as well as in respect of transit, warehousing and other facilities, and the treatment of commercial travelers' samples, the United States will accord to Haiti, and Haiti will accord to the United States, its territories and possessions, unconditional most-favored-nation treatment; and that in the matter of licensing or prohibitions of imports and exports, each country, so far as it at any time maintains such a system, will accord to the commerce of the other treatment as favorable, with respect to commodities, valuations and quantities, as may be accorded to the commerce of any other country.

It is understood that

[For text of understanding, see U.S. note, above.]

I take this opportunity to renew to you, Mr. Chargé d'Affaires, the assurance of my very distinguished consideration.

EDMOND MONTAS

Mr. GEORGE R. MERRELL, Jr.,  
*Chargé d'Affaires ad interim*  
*of the United States of America*  
*Port-au-Prince*

## HAITIANIZATION

*Agreement signed at Port-au-Prince August 5, 1931*

*Entered into force August 5, 1931*

*Expired upon fulfillment of its terms*

47 Stat. 2659; Executive Agreement Series 22

LEGATION OF THE  
UNITED STATES OF AMERICA,  
PORT-AU-PRINCE, HAITI, *August 5, 1931*

The undersigned plenipotentiaries duly authorized by their respective governments have agreed upon the following Accord:

### ARTICLE I

The services of the Engineers provided for by Article XIII of the Treaty of September 16, 1915,<sup>1</sup> for the sanitation and public improvement of the Republic, and by the Accord of July 17, 1923,<sup>2</sup> regarding the Service Technique d'Agriculture, as well as their foreign aids and employees, shall definitely cease on September 30, 1931, except as provided below in Articles III and IV.

### ARTICLE II

Accordingly, on October 1, 1931, the Government of Haiti will assume rightfully and definitely the administration and control of the Direction Generale des Travaux Publics, of the Service d'Hygiene, and of the Service Technique d'Agriculture, and the President of the Republic will deliver, in conformity with the Constitution and the laws, commissions to the Haitian engineers, physicians, and employees deemed necessary for the functioning of the above mentioned Services.

### ARTICLE III

In that which concerns the Service National d'Hygiene, it is understood that in conformity with the laws in force it will have, under the direction of the Secretary of State for the Interior, throughout the Republic, the administration, inspection, and supervision of all of the public services of

<sup>1</sup> TS 623, *ante*, p. 664.

<sup>2</sup> *Ante*, p. 692.

hygiene, sanitation and quarantine of the hospitals, rural dispensaries, poor relief, insane asylums and sanitary garages, of the Medical School, the Health Center, the laboratories, etc.

Nevertheless, in the cities of Port-au-Prince and Cape Haitian, and their immediate environs (that is within a radius of two miles of the cities proper but including also Petionville) where, pending other arrangements and until the conclusion of a protocol for their evacuation, American troops are stationed, an American scientific mission shall be especially charged in accord with the laws and regulations now in force with the control of sanitation and chlorination of water.

The Service Nationale d'Hygiene will be entitled, if it so requests, to receive the advice and recommendations of the above mentioned scientific mission within the restricted field of sanitation.

The Government agrees to leave to the Mission the sanitary garages at Port-au-Prince and Cape Haitian and the motor equipment strictly necessary for its activities but the Service Nationale d'Hygiene may always requisition the material thus loaned by agreement with the Mission if the need therefor should arise.

The Government of Haiti agrees that in case of epidemic or grave danger menacing the public health within the above mentioned cities of Cape Haitian and Port-au-Prince the Mission will cooperate with the National Public Health Service to combat the danger and for this purpose shall be authorized to make all necessary recommendations, and to make use of all the facilities and all of the organizations of the above mentioned Service; and the Haitian Government, under such circumstances, will take the necessary measures and provide the necessary credits.

#### ARTICLE IV

The Mission provided for in the preceding article will comprise three American medical officers nominated by the Government of the United States and appointed by the President of Haiti. Their status will be assimilated so far as the salary that they receive from the public treasury is concerned to that of Public Health Officers first class provided for by the law of August 8, 1926. The Mission may also include, in addition, as a maximum six hospital corpsmen of the United States Navy who will be paid in conformity with a budget approved by the Minister of Interior upon the basis of the law of December 5, 1924.

The Mission will have the right to suitable offices at Cape Haitian and Port-au-Prince.

The funds necessary for the payment of the Haitian personnel and for the functioning of the sanitary services in the cities of Cape Haitian and Port-au-Prince will be provided for in a budget which shall be approved in advance by the Minister of Interior.

## ARTICLE V

The Accord of August 24, 1918,<sup>3</sup> regarding the communication of projects of Haitian laws to the Legation of the United States of America at Port-au-Prince, is and remains abrogated from this date.

If, nevertheless, the Government of the United States should deem a given law to be seriously inconsistent with any rights arising from provisions of agreements still in force, it will present its views to the Haitian Government through diplomatic channels for all proper purposes.

## ARTICLE VI

The Accord of December 3, 1918,<sup>4</sup> relating to the visa of the Financial Adviser on orders of payment issued by the Secretary of State for Finance, on the Receiver-General of Customs, or on the National Bank of the Republic of Haiti, is and remains abrogated. The Minister of Finance shall reach an agreement with the Financial Adviser on the procedure governing the service of payments.

The abrogation of the visa implies an obligation on the part of the Government of Haiti until the liquidation of the services of the Financial Adviser-General Receiver to make its expenditures within the limits of laws and credits voted or decreed with the accord of the Financial Adviser. The Haitian Government will reach agreements with the Financial Adviser regarding the measures affecting sources of revenue pending the liquidation of the services of the Financial Adviser-General Receiver.

## ARTICLE VII

The land title registry office (Bureau d'Enregistrement) shall be entirely detached from the Office of the Financial Adviser-General Receiver and will pass under the complete control of the Secretary of Finance upon the signature of this Accord.

## ARTICLE VIII

In view of the difficulties which have arisen with regard to the Law of May 26, 1931, it is understood that the travelling or representation allowance of the Legislative Body as provided for in the above mentioned law, will be paid without delay, starting from April 6, 1931, and up to September 30, 1931, from the general funds of the Treasury. After September 30, 1931, these allowances will be paid in accordance with a balanced budget.

## ARTICLE IX

Since the Government of the United States believes that the discharge of the civilian officials and employees in the Services mentioned above in Articles

<sup>3</sup> *Ante*, p. 677.

<sup>4</sup> Not printed.

I and II of the present Accord, will be unduly precipitate and has requested an indemnity for them, the Secretary of State for Finance in accord with the Financial Adviser is authorized to indemnify them upon an equitable basis from the general funds of the Treasury.

Specialists in the Service Technique who, upon the express request of the Government of Haiti, shall desire to remain in their former positions and sign the necessary contracts for this purpose with the Secretary of State for Agriculture shall not have the right to any indemnity by virtue of the liquidation of the Treaty Services.

#### ARTICLE X

The two Governments agree to continue their discussions regarding the other problems arising from the Treaty.

#### ARTICLE XI

While awaiting the settlement of the question of the Garde, the two Governments agree to maintain the "status quo" established by existing laws and agreements and to respect said laws and agreements.

Signed at Port-au-Prince in duplicate in the English and French languages, this fifth day of August, 1931.

DANA G. MUNRO

A. N. LEGER

## WITHDRAWAL OF MILITARY FORCES; FINANCES

*Agreement signed at Port-au-Prince August 7, 1933*

*Entered into force August 7, 1933*

*Section I terminated August 14, 1934, by agreement of July 24, 1934*<sup>1</sup>

*Section II supplemented by agreements of January 13, 1938,*<sup>2</sup> *July 1, 1938,*<sup>3</sup> *July 8, 1939,*<sup>4</sup> *September 27, 1940,*<sup>5</sup> *and February 13, 1941*<sup>6</sup>

*Section II terminated October 1, 1941, by agreement of September 13, 1941*<sup>7</sup>

48 Stat. 1776; Executive Agreement Series 46

### SECTION I

#### *Haitianization of the Garde d'Haiti and Withdrawal of Military Forces from Haiti*

The undersigned plenipotentiaries, duly authorized by their respective governments, have agreed upon the following Accord:

#### ARTICLE I

The American officers now serving with the Garde d'Haiti will be replaced in such a manner that by October 1, 1934, the Garde shall be completely commanded by Haitian officers.

#### ARTICLE II

On October 1, 1934, the Garde, under complete command of Haitian officers, will be turned over to a Colonel in active service whom the President of the Republic shall designate as Commandant.

#### ARTICLE III

The promotions to be effected until the complete Haitianization of the Garde will be made after examinations held in the presence of the repre-

<sup>1</sup> EAS 68, *post*, p. 712.

<sup>2</sup> EAS 117, *post*, p. 721.

<sup>3</sup> EAS 128, *post*, p. 722.

<sup>4</sup> EAS 150, *post*, p. 723.

<sup>5</sup> EAS 183, *post*, p. 725.

<sup>6</sup> EAS 201, *post*, p. 727.

<sup>7</sup> EAS 220, *post*, p. 739.

sentative of the Government of Haiti in conformity with Article X of the Treaty of September 16, 1915.<sup>8</sup>

#### ARTICLE IV

To complete the instruction, training and discipline of the Garde the President of Haiti, may, if he consider it desirable, request the President of the United States to designate a Military Mission of not more than seven members among the American officers who have served in Haiti. The powers to be granted to this Mission will be determined by a decree of the President of Haiti. The services of this Mission shall terminate at the request of either party to the agreement upon sixty days notice given by either party.

#### ARTICLE V

The withdrawal of the Marine Brigade of the United States and the American Scientific Mission established by the Accord of August 5, 1931,<sup>9</sup> shall commence on October 1, 1934, and shall be completed within thirty days.

#### ARTICLE VI

The Government of Haiti, in order to preserve public order, assumes the obligation of maintaining strict discipline in the Garde and of applying for this purpose the present regulations of the Garde d'Haiti.

It will enact a statute which will fix the conditions of appointment, promotion and retirement in the Garde. It will also take all legislative measures recognized as necessary to guarantee public peace and security.

#### SECTION II

*Financial Arrangement. Adjustment of financial guarantees stipulated in the Protocol of 1919 and the loan contract of 1922*

#### ARTICLE VII

Beginning January 1, 1934, the services of the Financial Adviser-General Receiver and of the Deputy General Receiver shall be carried on, in fulfillment of the obligations and guarantees undertaken in order to obtain the loan issued in accord with the Protocol of October 3, 1919,<sup>10</sup> by a Fiscal Representative and a Deputy Fiscal Representative, appointed by the President of the Republic upon nomination of the President of the United States, who shall exercise the powers hereinafter set forth.

<sup>8</sup> TS 623, *ante*, p. 663.

<sup>9</sup> EAS 22, *ante*, p. 699.

<sup>10</sup> TS 643, *ante*, p. 678.

## ARTICLE VIII

As the Customs Revenues constitute the principal pledge to the holders of the bonds of the 1922 loan, the Fiscal Representative will have under his direction, until the complete amortization or the prior refunding of the loan under reference, the Customs Service and the application of the laws relative thereto. In addition he shall inspect the activities of the Internal Revenue Service and make appropriate recommendations for its proper operation; he shall be in charge of the existing Service of Payments, reserve being made of the provisions of Article XII hereafter; he shall maintain adequate records of receipts and disbursements which records shall be open to inspection and verification by the appropriate authorities; and he shall submit monthly reports of his activities to the Secretary of State for Finance and the Secretary of State of the United States.

In order properly to carry out his duties, the Fiscal Representative shall have such employees and assistants as may appear necessary. The number of Americans so employed shall not exceed eighteen. The President of Haiti, upon the presentation which will be made to him by the Secretary of State for Finance, will commission as of January 1, 1934, the employees occupying positions of authority and trust under the Fiscal Representative and recommended by the latter. Thereafter, any position which may become vacant among the commissioned employees shall be filled by examination, the form and procedure of which shall be determined by an accord between the Secretary of State for Finance and the Fiscal Representative. The successful competitor in such examination shall be recommended for the vacancy and will be commissioned by the President of Haiti. Such commissioned employees may be suspended without pay by the Fiscal Representative, on charges filed with the Secretary of State for Finance and such employee or assistant shall not be reinstated unless the charges shall have been disproved to the satisfaction of the Secretary of State for Finance, and of the Fiscal Representative. Pending the hearing of the charges made, the Fiscal Representative, after a report to the Secretary of State for Finance, may fill the vacancy provisionally, if necessary, until the charges have been disproved or a new commission issued.

## ARTICLE IX

The salaries of the Fiscal Representative and of the Deputy Fiscal Representative shall be made the subject of an accord between the two Governments. These salaries, together with the expenses of the activities of the Fiscal Representative, but excluding the expenses of the Internal Revenue Inspection Service, may not exceed five per centum of customs receipts except by agreement between the two Governments.

## ARTICLE X

The Internal Revenue Service, the personnel of which shall be exclusively Haitian, shall be placed in charge of a Haitian Director under the Secretary of State for Finance.

Nevertheless, if the Fiscal Representative should notify the Secretary of State for Finance and the Director General of Internal Revenue in writing that there is reason to suppose any officer or employee of the Internal Revenue Service is inefficient, or that his action is not correct, such officer or employee shall be suspended, and not reinstated unless the charges shall have been disproved to the satisfaction of the Secretary of State for Finance.

The expenses of the Internal Revenue Service shall be paid from the funds set aside for this purpose by the National Bank of the Republic of Haiti in accordance with schedules of payments agreed upon between the Secretary of State for Finance and the Fiscal Representative. These expenses shall not exceed ten per centum of internal revenue receipts, and the expenses of the Internal Revenue Inspection Service shall not exceed five per centum of internal revenue receipts. Any sums not required by the Internal Revenue Inspection Service within this allowance shall be made available to the Internal Revenue Service.

ARTICLE XI<sup>21</sup>

On and after January 1, 1934, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the five per centum of customs revenues foreseen in Article IX above and the amounts needed for payments connected with execution of the loan contracts, which amounts shall be credited to the Fiscal Representative. The National Bank of the Republic of Haiti also shall set aside preferentially each month to the credit of the Fiscal Representative the amounts provided in Article X above for the expenses of the Internal Revenue Service and of the Internal Revenue Inspection Service.

In order to assure the maintenance of public order, the monthly allocation for the Garde d'Haiti will be set aside preferentially by the National Bank of the Republic of Haiti for the exclusive use of the Garde from the funds thereafter remaining.

## ARTICLE XII

All payments of Government funds shall continue to be made by checks prepared by the Service of Payments. The existing arrangement, as agreed upon between the two Governments on August 5, 1931, shall continue to govern this service except that all checks henceforth will be signed by the Secretary of State for Finance, or his delegate, reserve being made in the

<sup>21</sup> First sentence of art. XI suspended Jan. 1, 1938–Sept. 30, 1941, by supplementary agreements.

case of those checks drawn against the funds deposited at the National Bank of the Republic of Haiti to the credit of the Fiscal Representative, which checks shall be signed only by the latter, or his delegate.

#### ARTICLE XIII

Each year, by January 31st at the latest, the Fiscal Representative shall present a detailed estimate of receipts for the following fiscal year. Except by special agreement, the budget of the Republic shall not exceed the amount of probable ways and means which the Secretary of State for Finance and the Fiscal Representative shall have agreed upon.

#### ARTICLE XIV

The Haitian Government may authorize any appropriations whatsoever if unobligated funds are available, or derivable at an early date from the ordinary revenues, to cover such appropriations after setting up such reserves as may appear to the Secretary of State for Finance and the Fiscal Representative to be necessary.

#### ARTICLE XV

In case of a probable budgetary deficit, expenditures must be brought to the level of ways and means, either by reducing expenditures or by the creation of new receipts. In every case, it will not be possible without the accord of the Fiscal Representative to cover a deficit by calling upon the reserve funds of the Government.

#### ARTICLE XVI <sup>12</sup>

There shall be included annually in the budget of the Republic the amounts necessary for the regular service of the funded debt and other contractual obligations, as well as two lump sums representing five per centum of customs and five per centum of internal revenues, respectively, for the payment of the expenses of the Fiscal Representative, and those of the Internal Revenue Inspection Service, and finally a lump sum representing ten per centum of internal revenue receipts for the payment of the expenses of the Internal Revenue Service. The balance may be apportioned by the Haitian Government between the budgets of the various departments as it may see fit. If the revenues received in any month shall be insufficient to meet the full debt service and expenses of collection, the Government will make available the amount required to make up the difference.

#### ARTICLE XVII

Without the accord of the Fiscal Representative no new financial obligation will be assumed unless the ordinary revenues of the Republic, after

<sup>12</sup> First and last sentences of art. XVI suspended Jan. 1, 1933–Sept. 30, 1941, by supplementary agreements.

defraying the expenses of the Government, shall be adequate to assure the final discharge of such obligation.

#### ARTICLE XVIII

The Government will not dispose of its investments except with the accord of the Fiscal Representative.

#### ARTICLE XIX

The present finance law shall be the organic act of the Republic so far as concerns the administration of government finances.

#### ARTICLE XX

The Government of Haiti agrees not to reduce the tariff nor to modify the taxes and internal revenues in such a manner as to reduce the total amount thereof without the accord of the Fiscal Representative.

#### ARTICLE XXI

The Custom Houses of the Republic will have an exclusively Haitian personnel and the title of Director shall be reestablished in lieu of that of Collector. However, inspectors of the Customs Service may be assigned, either temporarily or permanently, to oversee the operation and the strict application of the customs laws.

#### ARTICLE XXII

In case of payment under protest of customs duties or internal revenue taxes, and where restitution of such payment is requested, a written claim shall be presented to the competent service within a time limit of thirty working days beginning with the date on which the duties or taxes were paid. If the decision is not accepted, the matter shall be presented to a commission composed of a representative of the Secretary of State for Finance and a representative of the Fiscal Representative.

If there should still be failure to reach an agreement, the claim for restitution shall be decided by legal proceedings, but the State may not be liable for any compensatory or punitive damages.

#### ARTICLE XXIII

In view of the fact that under normal conditions the operation of the sinking fund will result in retirement of the outstanding series of the loan authorized by the law of June 26, 1922, approximately by the year 1944, and inasmuch as any further issue of the loan would necessarily extend the operation of this agreement, to a period beyond that year, which extension is contrary to their desire, it is hereby agreed by both Governments that the loan shall be considered closed and that no additional series shall be issued thereunder.

## ARTICLE XXIV

In case there should appear to be occasion for judicial proceedings against the Fiscal Representative or his American assistants, the two Governments, in order to avoid possible misunderstanding, agree to examine each case impartially and to agree upon the legal action which might be appropriate.

## ARTICLE XXV

The Haitian Government, upon the signature of the present agreement, will issue irrevocable instructions to the National Bank of the Republic of Haiti in order that there may be full and complete execution of the clauses herein respecting the deposit and disbursement of the funds of the Government.

## ARTICLE XXVI

The Haitian Government reserves the right to retire the bonds issued in accord with the Protocol of October 3, 1919, in advance of their due date; and the Government of the United States will not invoke the provisions of Article VI of the Protocol as an obstacle to such retirement before the expiration of the period of fifteen years fixed therein, provided that the Haitian Government is able to make an arrangement for this purpose satisfactory to the holders of the outstanding bonds.

In this case the provisions of this accord shall automatically become null and void and of no effect upon the completion of the funding operation. The Haitian Government in order to hasten the retirement of the loan of 1922 may continue as rapidly as its resources will permit, to buy on the open market bonds of the several series of the said loan.

## ARTICLE XXVII

Any controversy which may arise between the two Governments on the subject of the clauses of the present accord shall be submitted to arbitration in case it cannot be settled through diplomatic channels, in accordance with the Arbitration Treaty of January 7, 1909<sup>13</sup> between the two countries.

Signed at Port-au-Prince in duplicate in the English and French languages, this seventh day of August, 1933.

NORMAN ARMOUR [SEAL]

A. BLANCHET [SEAL]

<sup>13</sup> TS 535, *ante*, p. 658.

## ADMINISTRATION OF HAITI: GENDARMERIE

*Exchange of notes at Port-au-Prince October 27, 1933, amending agreement of August 24, 1916*<sup>1</sup>

*Entered into force October 27, 1933*

*Terminated August 1, 1934, by agreement of July 24, 1934*<sup>2</sup>

Department of State files

*The Secretary of State for Foreign Affairs to the American Minister*

[TRANSLATION]

MR. MINISTER:

With reference to Your Excellency's letter of October 21, 1933, I have the honor to inform you that I have been authorized by my Government to communicate the following:

Subject to any legal measures which may be required by the situation, the Government of Haiti agrees with the Government of the United States on the following points concerning Guard officers assigned to the Military Staff of the President of the Republic:

1. The Commandant of the Guard shall, beginning in October 1933, be authorized to assign up to nine commissioned Guard officers to serve on the Military Staff of the President of the Republic. These officers shall continue to be members of the Guard and shall retain their rank and pay therein; if they are second lieutenants, their billeting expenses shall be set at one hundred *gourdes* per month.

2. As long as an allowance is granted for the representation costs of the Military Staff, this allowance, through the Quartermaster of the Haitian Guard, shall be used monthly for the special expenses of the officers belonging to the Military Staff.

Please accept, Mr. Minister, the assurance of my high consideration.

LÉON LALEAU

His Excellency

NORMAN ARMOUR

*E. E. and Minister Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

<sup>1</sup> *Ante*, p. 670.

<sup>2</sup> EAS 68, *post*, 712.

*The American Minister to the Secretary of State for Foreign Affairs*

No. 44

PORT AU PRINCE, *October 27, 1933*

## EXCELLENCY:

I have the honor to inform you that I have been authorized by my Government to address to Your Excellency the following communication:

With reservation of any legal measures which may be required by the situation, the Government of the United States is in accord with the Government of the Republic of Haiti on the following points concerning officers of the Garde forming part of the Military Household of the President of the Republic:

From October 1933, the Commandant of the Garde may assign not to exceed nine commissioned officers of the Garde to positions in the Military Household of the President of the Republic. These officers shall remain incorporated in the Garde and shall retain their rank and salary and if Second Lieutenants, their allowances for quarters shall be fixed at Gdes. 100 per month.

As long as an appropriation for representation expenses of the Military Household shall be made this appropriation, through the intermediary of the quartermaster of the Garde d'Haiti, shall be set apart monthly for the extraordinary expenses of the officers belonging thereto.

Accept, Excellency, the renewed assurance of my highest consideration.

NORMAN ARMOUR

His Excellency

M. LÉON LALEAU,  
*Secretary of State for Foreign Relations,*  
*Port au Prince.*

## WITHDRAWAL OF MILITARY FORCES

*Agreement signed at Port-au-Prince July 24, 1934, modifying agreement of August 7, 1933*<sup>1</sup>

*Entered into force July 24, 1934*

*Expired upon fulfillment of its terms*<sup>2</sup>

49 Stat. 3650; Executive Agreement Series 68

### AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

Whereas the President of the United States of America and the President of the Republic of Haiti, in the course of their conversation at Cape Haitian on July 5, 1934, reached the agreement, because of the rapid progress made by the Garde d'Haiti, to terminate completely the services of the American officers in that organization on August 1 of this year, and

Whereas the President of the United States of America and the President of the Republic of Haiti, on the request of the Haitian Government, have furthermore agreed that the Marine forces of the United States of America will be withdrawn a fortnight later,

The undersigned Plenipotentiaries, duly authorized by their respective Governments, have agreed to the following arrangement:

#### ARTICLE I

On August 1, 1934, the service of the American officers in the Garde d'Haiti shall terminate. On the said date the Garde, under complete command of Haitian Officers, will be turned over to a colonel in active service whom the President of Haiti shall designate as Commandant.

#### ARTICLE II

The Marine Brigade of the United States and the American Scientific Mission, established by the Accord of August 5, 1931,<sup>3</sup> will be withdrawn a fortnight later.

#### ARTICLE III

The provisions of the present arrangement modify the stipulations contained in Articles I, II and V of the accord of August 7, 1933.

<sup>1</sup> EAS 46, *ante*, p. 703.

<sup>2</sup> Withdrawal was completed Aug. 14, 1934.

<sup>3</sup> EAS 22, *ante*, p. 699.

Signed at Port-au-Prince in duplicate in the English and French languages this twenty-fourth day of July, 1934.

NORMAN ARMOUR [SEAL]

LÉON LALEAU [SEAL]

## RECIPROCAL TRADE

*Agreement signed at Washington March 28, 1935*<sup>1</sup>

*Proclaimed by Haiti April 29, 1935*

*Proclaimed by the President of the United States May 4, 1935*

*Entered into force June 3, 1935*

*Modified by agreement of February 16 and 19, 1942*<sup>2</sup>

*Supplemented by agreement of April 25, 1942*<sup>3</sup>

*Terminated January 1, 1950, by agreement of December 29, 1949*<sup>4</sup>

49 Stat. 3737; Executive Agreement Series 78

The President of the United States of America and the President of the Republic of Haiti, being desirous of strengthening the traditional bonds of friendship between the two countries by maintaining the principle of equality of treatment as the basis of commercial relations and by granting mutual and reciprocal concessions and advantages for the promotion of trade, have, through their respective plenipotentiaries, arrived at the following Agreement:

### ARTICLE I

On and after the day on which this Agreement comes into force, all articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I annexed to this Agreement<sup>1</sup> and made a part thereof, except those enumerated and described under items numbered 11033, 12011, and 13007, shall, on their importation into the Republic of Haiti, be exempt from ordinary customs duties in excess of those set forth in the said Schedule and from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed or required to be imposed by laws of the Republic of Haiti in effect on the day of the signature of this Agreement.

Whenever the budget of expenditures of the Republic of Haiti for any fiscal year is promulgated in the amount of Gourdes 40,000,000 or more, articles the growth, produce, or manufacture of the United States of America, enumerated and described under items numbered 11033, 12011, and 13007 in Schedule I of this Agreement, shall, on their importation during such fiscal year into the Republic of Haiti, be exempt from ordinary customs duties in excess of those set forth in the said Schedule; and on and after the day of

<sup>1</sup> For schedules annexed to agreement, see 49 Stat. 3748 or p. 14 of EAS 78.

<sup>2</sup> EAS 238, *post*, p. 753.

<sup>3</sup> EAS 252, *post*, p. 759.

<sup>4</sup> 2 UST 458; TIAS 2189.

the signature of this Agreement, they shall be exempt on their importation into the Republic of Haiti, from all duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed or required to be imposed by laws of the Republic of Haiti in effect on the day of the signature of this Agreement.

## ARTICLE II

Articles the growth, produce or manufacture of the Republic of Haiti, enumerated and described in Schedule II annexed to this Agreement and made a part thereof, shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth in the said Schedule, and from all other duties, taxes, fees, charges, or exactions, imposed on or in connection with importation, in excess of those imposed or required to be imposed by laws of the United States of America in effect on the day of the signature of this Agreement.

As long as the quota provisions of the Act "to include sugar beets and sugar cane as basic agricultural commodities under the Agricultural Adjustment Act, and for other purposes," approved by the President of the United States of America on May 9, 1934,<sup>5</sup> are operative, any sugar imported into the United States of America from the Republic of Haiti with respect to which a drawback of duty is allowed, under the provisions of Section 313 of the Tariff Act of 1930,<sup>6</sup> shall not be charged against the quota established by the Secretary of Agriculture of the United States of America for the Republic of Haiti.

## ARTICLE III

The United States of America and the Republic of Haiti agree that the notes included in Schedules I and II are hereby given force and effect as integral parts of this Agreement.

## ARTICLE IV

Articles the growth, produce or manufacture of the United States of America or the Republic of Haiti, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those payable on like articles of national origin or any other foreign origin. The provisions of this Article in regard to the granting of national treatment shall not apply to taxes imposed in the United States of America on coconut oil or on any combination or mixture containing a substantial quantity of coconut oil, or to taxes imposed in the Republic of Haiti on cigarettes.

Cigarettes originating in the United States of America shall, after importation into the Republic of Haiti, be exempt from all internal taxes, fees,

<sup>5</sup> 48 Stat. 670.

<sup>6</sup> 46 Stat. 693.

charges or exactions other or higher than those in effect on the day of the signature of this Agreement.

#### ARTICLE V

In respect of articles the growth, produce or manufacture of the United States of America or the Republic of Haiti, enumerated and described in Schedules I and II, respectively, imported into the other country, on which ad valorem rates of duty are or may be assessed, it is understood and agreed that the bases and methods of determining dutiable value and of converting currencies shall be no less favorable to importers than the bases and methods prescribed under presently existing laws and regulations of the Republic of Haiti and the United States of America, respectively.

#### ARTICLE VI

No prohibition or restriction on importations shall be imposed by the United States of America or the Republic of Haiti on articles the growth, produce or manufacture of the other country with respect to which obligations have been assumed under Articles I or II of this Agreement: Provided, That the foregoing provision shall not apply to prohibitions or restrictions relating to public security; imposed on moral or humanitarian grounds; designed to protect human, animal, or plant life; relating to prison-made goods; relating to the enforcement of police or revenue laws; or designed to extend to imported products a regime analogous to that affecting like or competing domestic products.

#### ARTICLE VII

With respect to customs duties or charges of any kind imposed on or in connection with importation or exportation, and with respect to the method of levying such duties or charges, and with respect to all rules and formalities in connection with importation or exportation, any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the Republic of Haiti to any article originating in or destined for any third country, shall be accorded immediately and unconditionally to the like article originating in or destined for the Republic of Haiti or the United States of America, respectively.

Without prejudice to the provisions of Article VI of this Agreement, neither the United States of America nor the Republic of Haiti shall establish any prohibition or maintain any restriction on imports from the territory of the other country which is not applied to the importation of any like article originating in any third country.

Without prejudice to the provisions of Article VI of this Agreement, any abolition of an import prohibition or restriction which may be granted even temporarily by the United States of America or the Republic of Haiti in favor of an article of a third country shall be applied immediately and un-

conditionally to the like article originating in the territory of the Republic of Haiti or the United States of America, respectively.

In the event of rations or quotas being established by the United States of America or the Republic of Haiti for the importation of any article restricted or prohibited, it is agreed, without prejudice to the provisions of Article VI, that in the allocation of the quantity of restricted goods which may be authorized for importation, the other country will be granted a share equivalent to the proportion of the trade which it enjoyed in a previous representative period.

If either the United States of America or the Republic of Haiti establishes or maintains any system of control of foreign exchange or enters directly or indirectly into any arrangement which affects in fact the provision of foreign exchange or the regulation or control of the transfer or disposition of means of payment, or employs any other system of control or any other arrangement with respect to the settlement of international obligations, any advantage, favor, privilege, or immunity which may be granted in connection with any such system or arrangement or the administration thereof to the nationals or commerce of any third country shall be accorded immediately and unconditionally to the nationals or commerce of the Republic of Haiti or the United States of America, respectively.

The advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Haiti to adjacent countries in order to facilitate frontier traffic, and advantages resulting from a customs union to which either the United States of America or the Republic of Haiti may become a party, shall be excepted from the operation of this Agreement.

The advantages now accorded or which may hereafter be accorded by the United States of America, its territories and possessions and the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America, its territories or possessions or the Panama Canal Zone to the Philippine Islands irrespective of any change that may take place in the political status of the Philippine Islands.

Unless otherwise specifically provided in this Agreement, the provisions thereof shall not be construed to apply to police or sanitary regulations; and nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the exportation of gold or silver.

#### ARTICLE VIII

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America and the Republic of Haiti, respectively, pertaining to the classification of articles for customs

purposes or to rates of duty shall be published promptly in such a manner as to enable traders to become acquainted with them. Such laws, regulations and decisions shall be applied uniformly at all ports of the respective country, except as otherwise specifically provided in statutes of the United States of America relating to articles imported into Puerto Rico.

No administrative ruling by the United States of America or the Republic of Haiti effecting advances in rates of duties or charges applicable under an established and uniform practice to imports originating in the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or with respect to articles either entered for or withdrawn for consumption prior to the expiration of thirty days after the date of publication of notice of such ruling in the usual official manner. The provisions of this paragraph do not apply to administrative orders imposing anti-dumping duties, or relating to regulations for the protection of human, animal, or plant life, or relating to public safety, or giving effect to judicial decisions.

#### ARTICLE IX

The United States of America and the Republic of Haiti retain the right to apply such measures as they respectively may see fit with respect to the control of the export or sale for export of arms, munitions, or implements of war, and, in exceptional circumstances, of other material needed in war.

#### ARTICLE X

Greater than nominal penalties will not be imposed in the United States of America or in the Republic of Haiti upon importations of articles the growth, produce or manufacture of the other country because of errors in documentation which the importer or other party in interest can establish to the satisfaction of the customs authorities to have been clerical in origin or to have been made in good faith.

The Government of each country will accord sympathetic consideration to, and when requested will afford adequate opportunity for consultation regarding, such representations as the other Government may make with respect to the operation of customs regulations, quantitative restrictions or the administration thereof, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal, or plant life.

#### ARTICLE XI

Except as otherwise provided in the second paragraph of this Article, the provisions of this Agreement relating to the treatment to be accorded by the United States of America and the Republic of Haiti, respectively, to the commerce of the other country, shall not apply to the Philippine Islands, the Virgin Islands, American Samoa, the Island of Guam, or to the Panama Canal Zone.

Subject to the reservations set forth in Article VII, the provisions of that Article shall apply to articles the growth, produce or manufacture of any area under the sovereignty or authority of the United States of America or the Republic of Haiti imported from or exported to any area under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

#### ARTICLE XII

The present Agreement shall, from the date on which it comes into force, supplant the agreement by exchange of notes signed by the United States of America and the Republic of Haiti on July 8, 1926.<sup>7</sup>

#### ARTICLE XIII

On and after the day on which this Agreement comes into force, articles the growth, produce or manufacture of the United States of America and articles the growth, produce or manufacture of the Republic of Haiti previously imported into the other country shall be subject to the provisions of this Agreement, if entry therefor has not been made, or if they have been entered previously without payment of duty and under bond for warehousing, transportation, or any other purpose, and without any permit of delivery to the importer or to his agent having been issued: Provided, That when duties are based upon the weight of merchandise deposited in any public or private warehouse, the said duties shall, except as otherwise may specially be provided in the tariff laws of the respective countries in force on the day of signature of this Agreement, be levied and collected upon the weight of such merchandise at the time of its entry.

#### ARTICLE XIV

The present Agreement shall come into full force on the thirtieth day following proclamation thereof by the President of the United States of America and the President of the Republic of Haiti, or should the proclamations be issued on different days, on the thirtieth day following the date of the later in time of such proclamations, and shall remain in force for the term of three years thereafter. The Government of each country shall notify the Government of the other country of the date of its proclamation.

Unless at least six months before the expiration of the aforesaid term of three years the Government of either country shall have given to the other Government notice of intention to terminate the Agreement upon the expiration of the aforesaid term, the Agreement shall remain in force thereafter, until six months from such time as the Government of either country shall have given notice to the other Government.

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<sup>7</sup> TS 746, *ante*, p. 696.

In witness whereof, the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

Done in duplicate, in the English and French languages, both authentic, at the city of Washington, the 28th day of March in the year 1935.

For the President of the United States of America:

CORDELL HULL [SEAL]

For the President of the Republic of Haiti:

A. BLANCHET [SEAL]

[For schedules annexed to agreement, see 49 Stat. 3748 or p. 14 of EAS 78.]

## FINANCES

*Agreement signed at Port-au-Prince January 13, 1938, supplementing agreement of August 7, 1933*

*Entered into force January 13, 1938; operative from January 1, 1938*

*Expired September 30, 1938*

52 Stat. 1473; Executive Agreement Series 117

### AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Accord:

#### ARTICLE I

On and after January 1, 1938 and until and including September 30, 1938, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the five per centum of customs revenues foreseen in Article IX of the Accord of August 7, 1933,<sup>1</sup> and the amounts needed for payments connected with execution of the Loan Contracts which payments during the period mentioned shall consist of the amounts necessary to pay the interest on all outstanding bonds issued under the Loan Contracts of October 6, 1922 and May 26, 1925 and \$20,000.00 am. on account of the amounts required to be paid under such Loan Contracts for the amortization of the bonds which amounts shall be credited to the Fiscal Representative.

#### ARTICLE II

The provisions of the first sentence of Article XI and the first and last sentences of Article XVI of the Accord of August 7, 1933, to the extent and only to the extent that they may be inconsistent with the provisions of Article I of this Accord, shall be suspended so long as this Accord remains in effect.

Signed at Port-au-Prince, in duplicata, in the English and French languages, this 13 day of January nineteen hundred and thirty-eight.

FERDINAND LATHROP MAYER [SEAL]

LÉON ALFRED [SEAL]

<sup>1</sup> EAS 46, *ante*, p. 703.

## FINANCES

*Executive agreement signed at Port-au-Prince July 1, 1938, supplementing agreement of August 7, 1933*

*Entered into force October 1, 1938*

*Expired September 30, 1939*

53 Stat. 1923; Executive Agreement Series 128

### SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Supplementary Executive Agreement:

#### ARTICLE I

On and after October 1, 1938 and until and including September 30, 1939, all moneys received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the five per centum of customs revenues foreseen in Article IX of the Accord of August 7, 1933,<sup>1</sup> and the amounts needed for payments connected with execution of the Loan Contracts which payments during the period mentioned shall consist of the amounts necessary to pay the interest on all outstanding bonds issued under the Loan Contracts of October 6, 1922 and May 26, 1925 and \$20,000 on account of the amounts required to be paid under such Loan Contracts for the amortization of the bonds which amounts shall be credited to the Fiscal Representative.

#### ARTICLE II

The provisions of the first sentence of Article XI and the first and last sentences of Article XVI of the Accord of August 7, 1933, to the extent and only to the extent that they may be inconsistent with the provisions of Article I of this Accord, shall be suspended so long as this Supplementary Executive Agreement remains in effect.

Signed at Port-au-Prince, in duplicata, in the English and French languages, this 1st day of July nineteen hundred and thirty-eight.

FERDINAND LATHROP MAYER [SEAL]

GEORGES N. LÉGER [SEAL]

<sup>1</sup> EAS, 46, *ante*, p. 703.

## FINANCES

*Executive agreement signed at Port-au-Prince July 8, 1939, supplementing agreement of August 7, 1933*

*Entered into force October 1, 1939*

*Expired September 30, 1940*

53 Stat. 2402; Executive Agreement Series 150

### SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Supplementary Executive Agreement:

#### ARTICLE I

On and after October 1, 1939 and until and including September 30, 1940, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the following sums which will be deposited to the credit of the Fiscal Representative: 1. the five per centum of customs revenues foreseen in Article IX of the Accord of August 7, 1933,<sup>1</sup> and 2. the amounts needed for payments connected with execution of the Loan Contracts which payments during the period mentioned shall consist of: (a) the amounts necessary to pay the interest on all outstanding bonds issued under the Loan Contracts of October 6, 1922 and May 26, 1925 and: (b) \$20,000.00 am. on account of the amounts required to be paid under such Loan Contracts for the amortization of the bonds and 3. all additional receipts which the Haitian Government will collect during the fiscal year 1939–1940 over and above the amount carried in the budget 1938–39 and over and above all other amounts which may be deemed necessary by the Secretary of State for Finance in accord with the Fiscal Representative, to be expended as extraordinary appropriations to meet serious emergencies.

#### ARTICLE II

The provisions of the first sentence of Article XI and the first and last sentences of Article XVI of the Accord of August 7, 1933, to the extent and

<sup>1</sup> EAS 46, *ante*, p. 703.

only to the extent that they may be inconsistent with the provisions of Article I of this Accord, shall be suspended so long as this Supplementary Executive Agreement remains in effect.

Signed at Port-au-Prince, in duplicata, in the English and French languages, this 8th day of July nineteen hundred and thirty-nine.

FERDINAND L. MAYER [SEAL]

LÉON LALEAU [SEAL]

## FINANCES

*Executive agreement signed at Port-au-Prince September 27, 1940,  
supplementing agreement of August 7, 1933*

*Entered into force October 1, 1940*

*Modified and extended by agreement of September 30, 1941*<sup>1</sup>

54 Stat. 2411; Executive Agreement Series 183

### SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Supplementary Executive Agreement:

#### ARTICLE I

On and after October 1, 1940 and until and including September 30, 1941, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the following sums which will be deposited to the credit of the Fiscal Representative: 1. the five per centum of customs revenues forseen in Article IX of the Accord of August 7, 1933<sup>2</sup> and 2. the amounts needed for payments connected with execution of the Loan Contracts which payments during the period mentioned shall consist of the amounts necessary to pay the interest on all outstanding bonds issued under the Loan Contracts of October 6, 1922 and May 26, 1925, and 3. all additional receipts which the Haitian Government will collect during the fiscal year 1940-1941 over and above the amount carried in the budget 1938-1939 and over and above all other amounts which may be deemed necessary by the Secretary of State for Finance in accord with the Fiscal Representative, to be expended as extraordinary appropriations to meet serious emergencies.

#### ARTICLE II

The provisions of the first sentence of Article XI and the first and last sentences of Article XVI of the Accord of August 7, 1933, to the extent and only to the extent that they may be inconsistent with the provisions of Article

<sup>1</sup> EAS 224, *post*, p. 751.

<sup>2</sup> EAS 46, *ante*, p. 703.

I of this Accord, shall be suspended so long as this Supplementary Executive Agreement remains in effect.

Signed at Port-au-Prince, in duplicata, in the English and French languages, this 27 day of September nineteen hundred and forty.

EDWARD J. SPARKS [SEAL]

LÉON LALEAU [SEAL]

## FINANCES

*Executive agreement signed at Port-au-Prince February 13, 1941,  
supplementing agreement of August 7, 1933  
Entered into force February 1, 1941  
Expired September 30, 1941*

55 Stat. 1223; Executive Agreement Series 201

### SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The undersigned plenipotentiaries, duly authorized by their respective governments, have agreed upon the following Executive Agreement supplementary to the Agreement between the United States of America and the Republic of Haiti, signed at Port-au-Prince on August 7, 1933: <sup>1</sup>

Article 1. On and after February 1, 1941, and until and including September 30, 1941, all monies received by or for the Haitian Government shall be deposited in the National Bank of the Republic of Haiti to the credit of the Haitian Government with the exception of the following sums which will be deposited to the credit of the Fiscal Representative:

1. The five per centum of customs revenues foreseen in Article 9 of the Accord of August 7, 1933, and
2. The amounts needed to pay two-thirds of the sums due and payable on the coupons maturing April 1, 1941, and October 1, 1941, on all outstanding bonds issued under the loan contracts of October 6, 1922, and May 26, 1925, which amounts shall be credited to the Fiscal Representative.

Signed at Port-au-Prince, in duplicata, in the English and French languages, this 13 day of February nineteen hundred and forty-one.

EDWARD J. SPARKS [SEAL]  
FERNAND DENNIS [SEAL]

<sup>1</sup> EAS 46, *ante*, p. 703.

## MILITARY MISSION

*Agreement signed at Port-au-Prince May 23, 1941*

*Entered into force May 23, 1941*

*Expired May 23, 1945*

55 Stat. 1295; Executive Agreement Series 213

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND HAITI

In conformity with the request of the Minister of Haiti in Washington, D.C. to the Secretary of State of the United States of America, the President of the United States of America has authorized the appointment of officers of the Army of the United States of America to serve in the Republic of Haiti under the conditions specified below.

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1—The purpose of this Mission is to cooperate with the President of Haiti, the Chief of Staff of the Garde d'Haiti and with the personnel of the Garde d'Haiti with a view to enhancing the efficiency of the Garde d'Haiti.

ARTICLE 2—This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Governments of the United States of America and Haiti, unless sooner terminated or extended as hereinafter provided. Any member may be detached by the United States Government after the expiration of two years' service, in which case another member will be furnished in replacement.

ARTICLE 3—If the Government of Haiti should desire that the services of the Mission be extended beyond the period stipulated, a proposal to that effect shall be made in writing six months before the expiration of this Agreement.

ARTICLE 4—This Agreement may be terminated prior to the expiration of the period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

(a) By the decision of either Government subject to three months' notice in writing to the other Government;

(b) By the recall of the entire personnel of the Mission by the United States in the public interest of the United States, without compliance with (a).

ARTICLE 5—This Agreement is subject to cancellation upon the initiative of either Haiti or the United States in case either Government becomes involved in domestic or foreign hostilities.

## TITLE II

### *Composition and Personnel*

ARTICLE 1—This Mission shall consist of such personnel of the United States Army as may be agreed upon by the President of Haiti through the authorized representative of Haiti in Washington and by the War Department of the United States.

ARTICLE 2—United States Army personnel now serving in Haiti on individual contracts with the Haitian Government may continue their services in accordance with the terms of this Agreement, effective from the date on which it is signed by the duly authorized representatives of the Governments of Haiti and of the United States. The service of such personnel on individual contracts shall count as service under this Agreement for all purposes the enjoyment of which or the exercise of which requires not less than two years' service with the Mission.

## TITLE III

### *Duties, Rank and Precedence*

ARTICLE 1—The personnel of the Mission shall perform such duties as may be agreed upon between the President of Haiti and the Chief of Mission.

ARTICLE 2—The members of the Mission shall be responsible solely to the President of Haiti through the Chief of Mission.

ARTICLE 3—Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and wear the uniform thereof, but shall take precedence over all Haitian officers of the same rank.

ARTICLE 4—Each member of the Mission shall be entitled to all the benefits which the Garde d'Haiti regulations provide for officers and enlisted personnel of corresponding rank of the Garde d'Haiti.

ARTICLE 5—The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

## TITLE IV

### *Compensation and Perquisites*

ARTICLE 1—Members of the Mission shall receive from the Government of Haiti such net annual compensation expressed in United States currency as may be agreed upon for each individual member between the Govern-

ments of the United States of America and Haiti. The said compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. Payment may be made in Haitian national currency and when so made shall be computed at the highest value of the dollar at the free market rate of exchange in Port-au-Prince on the day on which due. Payments made outside of Haiti shall be in the national currency of the United States of America and in the amounts agreed upon as indicated above. The said compensation shall not be subject to any Haitian tax, or to tax by any political subdivision of Haiti, that is now or shall hereafter be in effect. Should there, however, at present or during the life of this Agreement be any taxes that might affect the said salaries, such taxes shall be borne by the Haitian Government, in order to comply with the provision stipulated above that the compensation agreed upon shall be net.

ARTICLE 2—The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from New York of each member of the Mission, and, except as otherwise expressly provided herein, shall continue, following the termination of duty with the Mission, for the return voyage to New York and thereafter for the period of any accumulated leave which may be due.

ARTICLE 3—The compensation due for the period of the return voyage and accumulated leave shall be paid a detached member prior to his departure from Haiti, and such payment shall be computed for travel via the shortest usually traveled sea route regardless of the route and method of travel elected by the said detached member.

ARTICLE 4—Each member of the Mission and his family shall be furnished by the Government of Haiti with first-class accommodations for travel, via the shortest usually traveled sea route, required and performed under this Agreement, between New York and Port-au-Prince both for the outward and for the return voyage. The shipment of household effects, baggage, and automobile of each member of the Mission between New York and his residence in Haiti shall be made in the same manner by the Government of Haiti; this shall include all necessary expenses incident to unloading from the steamer in Haiti and packing and loading on board the steamer upon departure from Haiti. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided herein, or when the result of circumstances beyond their control. Payment by the Government of Haiti of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the President of Haiti, shall not be required under this Agreement; but these expenses shall be determined by negotiations between the United States

War Department and the authorized representative of the President of Haiti in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 5—The Government of Haiti shall grant, upon request of the Chief of Mission, free entry for articles for the personal use of the members of the Mission and their families.

ARTICLE 6—If the services of any member of the Mission should be terminated by action of the Government of the United States of America, except in accordance with the provisions of Title I, Article 5, prior to the completion of two years' service, the provisions of Title IV, Article 4, shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Title I, Article 5, he shall receive from the Government of Haiti all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Title IV, Article 2. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the United States of such member, his family, household effects, baggage or automobile shall be borne by the Government of Haiti.

ARTICLE 7—Compensation for transportation and traveling expenses in Haiti on Haitian official business shall be provided by the Government of Haiti in accordance with Title III, Article 4.

ARTICLE 8—Suitable office space and facilities shall be made available for the use of the members of the Mission.

ARTICLE 9—If any member of the Mission, or any of his family, dies in Haiti, the Government of Haiti shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Haiti shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be provided as prescribed in Title IV, Article 4. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on Haitian official business, shall be paid to the widow of the deceased member or to any other person who may have been designated by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person

designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

## TITLE V

### *Requisites and Conditions*

ARTICLE 1—So long as this Agreement, or any extension thereof, is in effect, the Government of Haiti shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Garde d'Haiti, except by mutual agreement between the Governments of the United States and Haiti.

ARTICLE 2—Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 3—Throughout this Agreement the term "family" shall be construed as meaning wife and dependent children.

ARTICLE 4—Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 5—The leave cited in the preceding Article may be spent in Haiti, the United States or in other countries. All travel time, involved in taking such leave, including sea travel, shall count as leave and shall not be in addition to that authorized in the preceding Article.

ARTICLE 6—The Government of Haiti agrees to grant the leave specified in Article 4 of this Title upon receipt of written application approved, with due consideration for the convenience of the Government of Haiti, by the Chief of Mission.

ARTICLE 7—Except when otherwise mutually agreed upon in advance by the respective Governments, a member of the Mission may not terminate his duties with the Mission before the arrival in Haiti of his replacement.

ARTICLE 8—Suitable medical attention shall be furnished by the Government of Haiti to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of Mission, be placed in such hospital as the Chief of Mission deems suitable, after consultation with the Garde d'Haiti authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Haiti shall be paid by the Government of Haiti. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if an enlisted man the cost of subsistence shall be paid by the Haitian Government. Families shall enjoy the same privileges

agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family except as may be provided by Title III, Article 4.

ARTICLE 9—Any member unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in duplicate in the English and French languages, at Port-au-Prince, Republic of Haiti this twenty-third day of May nineteen hundred and forty-one.

J. C. WHITE [SEAL]

*Minister of the United States of America*

FOMBRUN [SEAL]

*Secrétaire d'Etat des Relations Extérieures*

## EXCHANGE OF PUBLICATIONS

*Exchange of notes at Port-au-Prince May 29 and June 5, 1941  
Entered into force May 29, 1941*

55 Stat. 1278; Executive Agreement Series 210

*The American Minister to the Secretary of State for Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Port-au-Prince, Haiti, May 29, 1941*

No. 59

### EXCELLENCY:

I have the honor to refer to the note of Your Excellency's predecessor of April 2, 1941, with regard to the exchange of official publications by the United States of America and the Republic of Haiti.

It gives me pleasure to inform Your Excellency that my Government will be glad to undertake an exchange of official publications with the Government of Haiti which shall be carried out in accordance with the following provisions:

1. The official exchange offices for the transmission of publications shall be, on the part of the United States of America, the Smithsonian Institution; and on the part of Haiti, the Bibliothèque Nationale de Port-au-Prince.
2. The publications exchanged shall be received on behalf of the United States of America by the Library of Congress; and on behalf of Haiti by the Bibliothèque Nationale de Port-au-Prince.
3. The Government of the United States of America shall furnish regularly one copy of each of the publications included in the attached List No. 1.
4. The Government of Haiti shall furnish regularly one copy of each of the official publications included on the attached List No. 2.
5. Each party to the agreement shall bear the postal, railroad, steamship, and other charges arising in its own country.
6. Both parties express their willingness as far as possible to expedite shipments.
7. This agreement shall not be understood to modify any agreements concerning the exchange of official publications which may be in effect between departments or instrumentalities of the two Governments.

Since the note of the Minister for Foreign Affairs of April 2, 1941, expresses the approval of the Government of Haiti of the foregoing procedure,

my Government will, upon the receipt of a corresponding note from Your Excellency, consider the agreement concluded and in effect from May 29, 1941.

Accept, Excellency, the renewed assurance of my highest esteem and most distinguished consideration.

J. C. WHITE

His Excellency

CHARLES FOMBRUN,

*Secretary of State for Foreign Affairs.*

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*The Secretary of State for Foreign Affairs to the American Minister*

[TRANSLATION]

PORT-AU-PRINCE, *June 5, 1941*

MR. MINISTER:

I have the honor to acknowledge receipt of Your Excellency's note no. 59 of May 29 last, by which you were good enough to inform me that the Government of the United States of America will be glad to undertake an exchange of certain official publications with the Government of Haiti and to conclude an agreement for this purpose.

On this occasion it is a pleasure for me to advise Your Excellency that the Haitian Government agrees to the exchange of publications between our two Governments, as proposed by the Government of the United States in the above-mentioned note.

This exchange shall be effected in accordance with the following provisions:

[For text of provisions, see numbered paragraphs of U.S. note, above.]

I have the pleasure of adding, Mr. Minister, that this agreement, concluded in the above terms, is considered definitive as of the date of May 29 last, in accordance with Your Excellency's wish.

I avail myself of this occasion to express to Your Excellency the assurances of my high consideration.

FOMBRUN

His Excellency

JOHN CAMPBELL WHITE,

*E. E. and Minister Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

## LIST NO. 1

## OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA

## CONGRESS OF THE UNITED STATES

House Journal  
Senate Journal  
Code of Laws and Supplements

## PRESIDENT OF THE UNITED STATES

Annual messages to Congress

## DEPARTMENT OF AGRICULTURE

Annual Report of the Secretary of Agriculture  
Farmers' Bulletins  
Yearbook

## DEPARTMENT OF COMMERCE

Annual Report of the Secretary of Commerce  
*Bureau of the Census*  
Reports  
Abstracts  
Statistical Abstract of the United States (annual)  
*Bureau of Foreign and Domestic Commerce*  
Foreign Commerce (weekly)  
Foreign Commerce and Navigation of the United States (annual)  
Survey of Current Business (monthly)  
Trade Information Bulletins  
*National Bureau of Standards*  
Technical News Bulletin  
*Weather Bureau*  
Monthly Weather Review

## DEPARTMENT OF JUSTICE

Annual Report of the Attorney General

## DEPARTMENT OF LABOR

Annual Report of the Secretary of Labor  
*Bureau of Labor Statistics*  
Bulletins  
Monthly Labor Review

## DEPARTMENT OF STATE

Department of State Bulletin  
Inter-American Series  
Foreign Relations of the United States (annual)  
Statutes at Large  
Treaty Series

## DEPARTMENT OF THE INTERIOR

Annual Report of the Secretary of the Interior  
*Fish and Wild Life Service*  
Bulletins  
Investigational Reports  
*Bureau of Mines*  
Minerals Yearbook  
*Bureau of Reclamation*  
New Reclamation Era (monthly)  
*National Park Service*  
General Publications

## DISTRICT OF COLUMBIA

Annual Report of the Government of the District of Columbia  
Annual Report of the Public Utilities Commission

- FEDERAL SECURITY AGENCY  
*Office of Education*  
 School Life (monthly)  
*Public Health Service*  
 Public Health Reports (weekly)  
*Social Security Board*  
 Social Security Bulletin (monthly)
- FEDERAL WORKS AGENCY  
*Public Roads Administration*  
 Public Roads (monthly)
- INTERSTATE COMMERCE COMMISSION  
 Annual Report
- LIBRARY OF CONGRESS  
 Annual Report of the Librarian of Congress
- NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS  
 Annual Report with technical reports
- NATIONAL ARCHIVES  
 Annual Report
- NAVY DEPARTMENT  
 Annual Report of the Secretary of the Navy  
*Nautical Almanac Office*  
 American Ephemeris and Nautical Almanac
- POST OFFICE DEPARTMENT  
 Annual Report of the Postmaster General
- SMITHSONIAN INSTITUTION  
 Annual Report
- TREASURY DEPARTMENT  
 Annual Report on the State of the Finances  
*Bureau of Internal Revenue*  
 Annual Report of the Commissioner  
*Bureau of the Mint*  
 Annual Report of the Director  
*Comptroller of Currency*  
 Annual Report
- WAR DEPARTMENT  
 Annual Report

## LIST NO. 2

## OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE GOVERNMENT OF HAITI

- Exposé général de la situation*  
*Moniteur*  
 Corps Législatif  
*Actes du Corps Législatif*  
 Département des Relations Extérieures  
*Documents diplomatiques*  
 Département des Finances  
*Budget général*  
*Comptes généraux*  
 Banque Nationale de la République  
 Service des douanes  
 Administration générale des contributions  
 Département du Commerce  
 Administration générale des postes

- Département de l'Intérieur  
Service national d'hygiène et d'assistance publique  
*Bulletin du Service*  
*Rapport trimestriel*  
Garde d'Haiti  
Ecole militaire
- Département des Travaux Publics  
Direction générale des Travaux publics  
*Bulletin hydrographique*
- Département de la Justice  
*Bulletin des lois et actes*  
*Bulletin des arrêts du Tribunal de Cassation*
- Département de l'Agriculture et du Travail  
Service national de la production agricole et de l'enseignement rural  
*Bulletin*
- Département de l'Instruction Publique  
*Bulletin officiel du Département de l'Instruction Publique*  
Direction général de l'Enseignement Urbain  
Ecole Nationale des Arts et Métiers  
Ecole Normale d'Institutrices  
Ecole Nationale de Droit
- Département des Cultes.

## FINANCES

*Executive agreement and exchange of notes signed at Port-au-Prince  
September 13, 1941; exchange of notes at Port-au-Prince Septem-  
ber 30, and October 1, 1941*

*Entered into force October 1, 1941*

*Terminated October 1, 1947, upon fulfillment of its terms*

55 Stat. 1348; Executive Agreement Series 220

### EXECUTIVE AGREEMENT TO REPLACE THE ACCORD OF AUGUST 7, 1933

Whereas the Government of the United States of America and the Government of the Republic of Haiti are both desirous of maintaining the friendly relations existing between the two countries and to that end of concluding an agreement establishing those relations upon a firm basis of mutual understanding and cooperation, the undersigned Plenipotentiaries, duly authorized by their respective Governments, have agreed upon the following Articles:

#### ARTICLE I

On the date on which the present agreement enters into effect, the offices of Fiscal Representative and Deputy Fiscal Representative, as provided for in Article VII of the Accord of August 7, 1933<sup>1</sup> shall be abolished.

All property and funds belonging to or in the custody of the Fiscal Representative or Deputy Fiscal Representative shall on that day be transferred to the National Bank of the Republic of Haiti as depository for the Government of the Republic of Haiti.

No claims shall be advanced by either Government against the other Government on account of any act of the Fiscal Representative, the Deputy Fiscal Representative or any of their employees.

#### ARTICLE II

The National Bank of the Republic of Haiti shall have fiscal functions as defined in this agreement, as well as the usual commercial operations of a national bank, and shall be the sole depository of all revenues and public funds of whatsoever nature of the Government of Haiti. These funds shall consist of revenues, customs, duties, excises, fees, fines, imposts, charges, levies

<sup>1</sup> EAS 46, *ante*, p. 704.

or any other kind of income, receipts or funds which belong to and are under the control of the national Government of the Republic of Haiti. It is understood that these revenues and public funds will include funds under the control of the Government of Haiti which, under existing laws, and those which may be made in future, are collected or expended on behalf of the Haitian communes; a separate account of revenues and expenditures shall be kept for each commune by the National Bank of the Republic of Haiti.

The assets of the National Bank of the Republic of Haiti shall not be alienated nor shall its investments be disposed of except with the approval of the Board of Directors.

The Bank shall have all administrative powers necessary to carry out its functions under this agreement.

### ARTICLE III

The National Bank of the Republic of Haiti shall be reorganized with a Board of Directors consisting of an Honorary President and six voting members. The Haitian Minister of Finance or, in his absence, the Acting Minister of Finance, shall be *ex officio* the Honorary President. Three of the voting members are always to be citizens of the Republic of Haiti. The other three voting members are always to be citizens of the United States of America. Decisions of the Board of Directors shall require a majority vote of the voting members of the Board. The President of the Republic of Haiti shall appoint the Haitian members of the Board of Directors; the citizens of the United States of America who are members of the Board shall be chosen by mutual agreement of the two Governments. All of the voting members of the Board shall hold office for a period of five years and shall not be removed except for cause. Vacancies on the Board of Directors shall be filled in the same manner as the original appointments.

There shall be two co-Presidents of the Board of Directors of the Bank. One of these, the Haitian Minister of Finance, shall act as Honorary President, as indicated above, and shall preside over the meetings of the Board of Directors, and may be one of the three Haitian voting members. The other Co-President shall be one of the three citizens of the United States of America. It shall be his duty to represent the holders of the bonds of 1922 and 1923 and to coordinate and direct the functions and activities of the two Vice Presidents, who shall be elected by the Board of Directors of the Bank, and who may be members of the Board. One of the Vice Presidents shall be charged with supervising and carrying out the commercial operations of the Bank, and the other shall be charged with supervising and carrying out the fiscal functions of the Bank, under the immediate direction of the President who shall be responsible for such work.

Any voting member of the Board of Directors of the Bank who is unable to attend a meeting of the Board may give a proxy to any other member of the Board of Directors.

The Board of Directors shall exercise with respect to the fiscal functions of the Bank the powers hereinafter set forth. The fiscal functions of the Bank shall be undertaken by a Fiscal Department to be operated in accordance with the regulations issued by the Board of Directors pursuant to such powers.

The Board of Directors shall continue to exercise with respect to all other functions of the Bank the powers set forth in the charter and by-laws of the Bank.

#### ARTICLE IV

The Board of Directors of the National Bank of the Republic of Haiti shall be charged with the responsibility for:

(a) the formulation of the Haitian budget in the manner described in Article V of this agreement, and in accordance with the existing budgetary laws of the Republic of Haiti, which are to remain in effect except so far as they are modified to conform with this agreement;

(b) the accounting for and disbursing of the funds of the Government of Haiti;

(c) the collection of all customs revenues;

(d) the supervision and inspection of the collection of all revenues as defined in Article II, other than customs revenues;

(e) establishing the regulations and the administration, under such legislation as may be necessary, for the handling of the revenues of the various communes. These regulations or laws shall authorize the collection of communal revenues by the regular internal revenue collectors; disbursements on behalf of the communes shall be made by the National Bank of the Republic of Haiti; the budgets of revenues and expenditures of the communes shall be prepared and approved by the Government of the Republic of Haiti in agreement with the National Bank of the Republic of Haiti; the municipal services performed by, or in behalf of the communes, shall be paid, so far as it is possible, from the communal revenues.

#### ARTICLE V

Each year, as soon after January 1 as may be practicable but not later than March 1, the Haitian budget of income and expenditures shall be presented to the Legislature of the Republic by the Government of the Republic. Such budget shall be prepared cooperatively by the Government of the Republic and by the National Bank of the Republic of Haiti as follows:

(a) the Board of Directors of the National Bank shall estimate the expected revenues; shall estimate the global expenditures which can be anticipated to be made within the revenues available; shall suggest limits within which the various ministries, including the Garde d'Haiti, shall operate, and shall fix by agreement with the Government of Haiti the expenditures which are necessary for the operation of the Bank in its fiscal functions; and

(b) the Government of the Republic shall estimate in detail the expenditures envisaged for each of the various ministries, including the Garde d'Haiti, within the limits suggested by the Board of Directors of the National Bank.

#### ARTICLE VI

The National Bank of the Republic of Haiti, as the sole depository of all revenues as defined in Article II, shall have the power and duty of receiving in the first instance all the receipts of the Government and all payments made in favor thereof, and to set aside in preference to any other expenses the sums necessary for the service of the 1922 and 1923 bonds, and, as the duly constituted agent of the Government, to make all the payments required by the loan contracts.

During the first ten days of each calendar month the representative of the holders of the bonds of 1922 and 1923 who shall be, in accordance with Article III, a member of the Board of Directors of the National Bank of the Republic of Haiti, shall receive from the said Bank the sums necessary to cover monthly payments as follows:

(1) The payment of  $\frac{1}{12}$  of the annual interest charges of all the outstanding bonds of the external debt of 1922 and 1923;

(2) The payment of  $\frac{1}{12}$  of the annual amounts designated for the amortization of said bonds, including the interest of all the bonds which are or may be retained in the sinking fund.

The annual interest charges and the amounts of amortization shall be computed and effected in accordance with the loan contracts dated October 6, 1922, and May 26, 1925, with the National City Company and the National City Bank of New York, authorized by the Haitian Law of June 26, 1922, as modified by the Accord signed at Port-au-Prince by the representatives of the Governments of the United States of America and the Republic of Haiti on August 7, 1933, and as further modified by the agreements signed on January 13, 1938,<sup>2</sup> July 1, 1938,<sup>3</sup> July 8, 1939,<sup>4</sup> September 27, 1940<sup>5</sup> and February 13, 1941.<sup>6</sup>

No disbursement of funds of the Government of Haiti shall be made by the National Bank of the Republic of Haiti until an allotment has been made to satisfy the above provisions and, in addition, to make the payment of  $\frac{1}{12}$  of the annual amount agreed upon between the Government of Haiti and the National Bank of the Republic of Haiti as compensation for the services of the said Bank, or in the absence of any such agreement,  $\frac{1}{12}$  of the annual amount last agreed upon. After setting aside those funds which are con-

<sup>2</sup> EAS 117, *ante*, p. 721.

<sup>3</sup> EAS 128, *ante*, p. 722.

<sup>4</sup> EAS 150, *ante*, p. 723.

<sup>5</sup> EAS 183, *ante*, p. 725.

<sup>6</sup> EAS 201, *ante*, p. 727.

sidered necessary by the Board of Directors of the National Bank of the Republic of Haiti to establish appropriate reserves during a given fiscal year in anticipation of seasonal variations in revenues and expenditures, to make the payments envisaged in Articles VI and VIII hereof, and for other similar purposes, any surplus funds will be held at the disposal of the Government of Haiti for necessary public expenditures in accordance with the approved budget.

#### ARTICLE VII

The Government of the Republic of Haiti declares that the interest and amortization service of the bonds of the external debt of 1922 and 1923 constitute an irrevocable first lien upon all its revenues as defined in Article II. It is understood that the communal revenues specified in Article 2 [II] shall not be included in the provision of this clause.

Until the complete amortization of the whole amount of the bonds of the external debt of 1922 and 1923 of the Government of Haiti, the public debt of the Republic of Haiti shall not be increased except by previous agreement between the Governments of the United States of America and the Republic of Haiti.

#### ARTICLE VIII

In case the total collections of all the revenues as defined in Article II, exclusive of communal revenues, should in any fiscal year exceed the equivalent of \$7,000,000 in currency of the United States of America, there shall be applied to the sinking fund for the redemption of bonds of the external debt of 1922 and 1923, 10 per cent of the excess above \$7,000,000 but less than \$8,000,000 and in addition 5 percent of all sums exceeding \$8,000,000.

#### ARTICLE IX

The system of deposit and disbursing of all revenues, as defined in Article II, of the Government of Haiti shall be carried out in accordance with Haitian laws relating to accounting methods and financial regulations now governing such matters which shall not be modified during the life of this agreement without the previous consent of both Governments.

The Government of Haiti agrees to enact and to maintain in effect the legislation and executive and administrative regulations necessary to put this and other articles of the present agreement into effect.

#### ARTICLE X

Any controversy which may arise between the Government of the United States of America and the Government of Haiti in relation to the interpretation or execution of the provisions of the present agreement shall, if possible, be settled through diplomatic channels. Upon notification by either the Government of the United States of America or the Government of Haiti that, in its opinion, possibilities of settlement by this means have been ex-

hausted, such controversies shall be settled in accordance with the procedure stipulated in the Inter-American Arbitration Convention signed at Washington January 5, 1929,<sup>7</sup> notwithstanding the provisions of Article 2 (a) thereof.

#### ARTICLE XI

The Accord signed by representatives of the Governments of the United States of America and the Republic of Haiti on August 7, 1933, shall cease to have effect when the present agreement shall enter into force, provided, however, that the Accord of August 7, 1933 shall continue in full force and effect until the two Governments agree that there have been adopted and put into operation the measures necessary for the execution of the present agreement.

The present agreement shall continue in full force and effect during the existence of the outstanding external bonds of 1922 and 1923. After the redemption of the said bonds, the provisions of this agreement shall automatically cease to have effect.

In witness whereof the respective Plenipotentiaries have signed at Port-au-Prince the present agreement in duplicate in the English and French languages, both texts being equally authoritative, and have hereunto affixed their seals.

Done in the City of Port-au-Prince the 13th day of September nineteen hundred and forty-one.

For the Government of the United States of America:

J. C. WHITE [SEAL]  
*Envoy Extraordinary and Minister  
 Plenipotentiary of the United States  
 of America to the Republic of Haiti*

For the Government of Haiti:

FOMBRUN [SEAL]  
*Ministre des Relations Extérieures de  
 la République d'Haiti*

#### EXCHANGES OF NOTES

*The American Minister to the Haitian Secretary of State for Foreign Affairs*

PORT-AU-PRINCE, *September 13th, 1941*

EXCELLENCY:

I have the honor to refer, under instructions from my Government, to the Agreement between the United States of America and the Republic of Haiti signed today and to confirm to you the understanding of my Gov-

<sup>7</sup> TS 886, *ante*, vol. 2, p. 737.

ernment with regard to the United States members of the Board of Directors of the National Bank of the Republic of Haiti and their compensation in the following terms:

The 3 voting members of the Board of Directors of the National Bank of the Republic of Haiti, who shall be citizens of the United States, and who are to be appointed by mutual agreement of the two Governments, shall be as follows:

*W. H. Williams*, who shall be co-President of the Board and whose duty it shall be to represent the holders of the bonds of 1922 and 1923, and to coordinate and direct the functions and activities of the two Vice Presidents.

*Thomas Pearson*

*Edward F. Roosevelt*

The compensation to be paid to each of the voting members of the Board of Directors for their duties as members of the Board of Directors of the National Bank of the Republic of Haiti shall not exceed the sum of (\$300) Three Hundred United States dollars per month.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. C. WHITE

His Excellency

Mr. CHARLES FOMBRUN,

*Secretary of State for Foreign Affairs,*

*Port-au-Prince.*

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*The Secretary of State for Foreign Affairs to the American Minister*

[TRANSLATION]

SIR:

I have the honor to refer to the Agreement between the Republic of Haiti and the United States of America, signed today, and to acknowledge your note of today's date confirming to me the understanding of your Government with regard to the United States members of the Board of Directors of the National Bank of the Republic of Haiti and their compensation in the following terms:

[For terms of understanding, see U.S. note, above.]

Your statement of agreement in the above terms represents my understanding of the arrangement and is satisfactory to the Government of the Republic of Haiti.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

FOMBRUN

His Excellency

Mr. JOHN CAMPBELL WHITE,  
*E.E. & Plenipotentiary Minister  
of the United States of America,  
Port-au-Prince.*

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*The Secretary of State for Foreign Affairs to the American Minister*

[TRANSLATION]

REPUBLIC OF HAITI

DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS

PORT-AU-PRINCE, *September 30, 1941*

MR. MINISTER,

Following instructions of my Government, I have the honor to inform Your Excellency that with respect to the provisions of the first paragraph of article XI of the Executive agreement signed at Port-au-Prince September 13, 1941 by the representatives of the Government of the Republic of Haiti and of the Government of the United States of America, in view of the measures adopted by my Government, namely, two decree-laws under date of September 29, 1941, the first amending the law on finances and the second relative to the budget of receipts and expenditures of the communes of the Republic, and in view of the provisions adopted by the board of directors of the National Bank of the Republic of Haiti for the amendment of the regulations of that institution, the Haitian Government hereby declares that, for its part, it recognizes that all measures necessary for the execution of the agreement in question, the Executive agreement of September 13, 1941, have been adopted and applied.

While requesting Your Excellency to advise me of the conformity of your Government, I take this occasion to renew to you the assurance of my high consideration.

FOMBRUN

His Excellency

JOHN CAMPBELL WHITE,  
*E.E. and Minister Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

*The American Minister to the Secretary of State for Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
PORT-AU-PRINCE, HAITI

*October 1, 1941, 4 p.m.*

No. 188

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's communication of September 30, 1941, with reference to the provisions of the first paragraph of Article XI of the Executive Agreement signed in the City of Port-au-Prince on September 13, 1941, by representatives of the Government of the United States of America and of the Republic of Haiti.

In view of Your Excellency's statement regarding the measures adopted by the Haitian Government and the action taken by the Board of Directors of the National Bank of the Republic of Haiti mentioned in your note of September 30, I am authorized by my Government to inform you that the United States of America agrees that all of the necessary measures for the execution of the above mentioned Executive Agreement of September 13, 1941, have been adopted and put into operation.

Accept, Excellency, the renewed assurance of my high consideration.

J. C. WHITE

His Excellency

M. CHARLES FOMBRUN,  
*Secretary of State for Foreign Affairs,  
Port-au-Prince, Haiti.*

## LEND-LEASE <sup>1</sup>

*Agreement signed at Washington September 16, 1941*  
*Entered into force September 16, 1941*

1941 For. Rel. (VII) 319

Whereas the United States of America and the Republic of Haiti declare that in conformity with the principles set forth in the Declaration of Lima, approved at the Eighth International Conference of American States on December 24, 1938,<sup>2</sup> they, together with all the other American republics, are united in the defense of the Americas and are determined to secure for themselves and for each other the enjoyment of their own fortunes and their own talents; and

Whereas the President of the United States of America has determined, pursuant to the Act of the Congress of the United States of America on March 11, 1941,<sup>3</sup> that the defense of each of the American republics is vital to the defense of all of them, and for that reason the United States of America proposes to provide certain defense articles and defense information to the Republic of Haiti; and

Whereas the United States of America and the Republic of Haiti are mutually desirous of concluding an Agreement for the providing of defense articles and defense information by either country to the other country, and the making of such an Agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an Agreement in conformity with the laws either of the United States of America or of the Republic of Haiti have been performed, fulfilled or executed as required;

The undersigned, being duly authorized for that purpose, have agreed as follows:

### ARTICLE I

The United States of America proposes to transfer to the Republic of Haiti under the terms of this Agreement armaments and munitions of war to a total value of about \$1,000,000. The United States of America proposes to begin deliveries immediately and to continue deliveries as expeditiously as

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<sup>1</sup> Final payment made Mar. 22, 1948, and reported in 26th Report to Congress on Lend-Lease Operations, p. vi.

<sup>2</sup> *Ante*, vol. 3, p. 534.

<sup>3</sup> 55 Stat. 31.

practicable during the coming twelve months to an approximate total value of \$250,000 for use by the Garde d'Haiti and an approximate total value of \$50,000 for use by the Navy of the Republic of Haiti.

The United States of America, however, reserves the right at any time to suspend, defer, or stop deliveries whenever in the opinion of the President of the United States of America further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere.

## ARTICLE II

Records shall be kept of all defense articles transferred under this Agreement, and not less than every ninety days schedules of such defense articles shall be exchanged and reviewed.

Thereupon the Republic of Haiti shall pay in dollars into the Treasury of the United States of America the total cost to the United States of America of the defense articles theretofore delivered up to a total of \$60,000, less all payments theretofore made, and the Republic of Haiti shall not be required to pay more than a total of \$10,000 before July 1, 1942, more than a total of \$20,000 before July 1, 1943, more than a total of \$30,000 before July 1, 1944, more than a total of \$40,000 before July 1, 1945, more than a total of \$50,000 before July 1, 1946, or more than a total of \$60,000 before July 1, 1947.

## ARTICLE III

The United States of America and the Republic of Haiti, recognizing that the measures herein provided for their common defense and united resistance to aggression are taken for the further purpose of laying the bases for a just and enduring peace, agree, since such measures cannot be effective or such a peace flourish under the burden of an excessive debt, that upon the payments above provided all fiscal obligations of the Republic of Haiti hereunder shall be discharged; and for the same purpose they further agree, in conformity with the principles and program set forth in Resolution XXV on Economic and Financial Cooperation of the Second Meeting of the Ministers of Foreign Affairs of the American Republics at Habana, July 1940,<sup>4</sup> to cooperate with each other and with other nations to negotiate fair and equitable commodity agreements with respect to the products of either of them and of other nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

## ARTICLE IV

The Republic of Haiti undertakes that it will not, without the consent of the President of the United States of America, transfer title to or possession

<sup>4</sup> For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

of any defense article or defense information received under this Agreement, or permit its use by anyone not an officer, employee, or agent of the Republic of Haiti.

#### ARTICLE V

If, as a result of the transfer to the Republic of Haiti of any defense article or defense information, it is necessary for the Republic of Haiti to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the Republic of Haiti will do so, when so requested by the President of the United States of America.

#### ARTICLE VI

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Republic of Haiti is in a position to supply, the Republic of Haiti will make such defense articles and defense information available to the United States of America on terms similar to those expressed in this Agreement.

#### ARTICLE VII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed at Washington in duplicate, in the English and French languages, this sixteenth day of September, 1941.

For the United States of America:

CORDELL HULL [SEAL]  
*Secretary of State of the  
United States of America*

For the Republic of Haiti:

FERNAND DENNIS [SEAL]  
*Envoy Extraordinary and Minister  
Plenipotentiary of the Republic  
of Haiti at Washington*

## FINANCES

*Executive agreement signed at Port-au-Prince September 30, 1941,  
modifying and extending agreement of September 27, 1940*

*Entered into force October 1, 1941*

*Modified and extended by agreement of September 30, 1942*<sup>1</sup>

55 Stat. 1385; Executive Agreement Series 224

### SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The provisions of Articles I and II of the Executive Agreement of September 27, 1940,<sup>2</sup> shall continue in effect on and after October 1st 1941 to and including September 30, 1942, except that

(1) whenever the Executive Agreement of September 13, 1941,<sup>3</sup> abolishing the office of the Fiscal Representative and Deputy Fiscal Representative, and replacing the Executive Agreement of August 7, 1933,<sup>4</sup> enters into effect, all the receipts of the Haitian Government shall be deposited without deduction at the Banque Nationale de la République d'Haiti which Bank shall make the payments provided for by the loan contracts of 1922 and 1923 in accordance with the procedure outlined in Article VI of the Executive Agreement of September 13, 1941;

(2) the Government of the Republic of Haiti agrees to pay \$20,000 U.S. currency during the period October 1st 1941 to September 30th 1942, inclusive, on account of the amounts required to be paid under the loan contracts of October 6, 1922 and May 26, 1925 for the amortization of the loans of 1922 and 1923, the provisions of the paragraph designated (2)

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<sup>1</sup> EAS 299, *post*, p. 763.

<sup>2</sup> EAS 183, *ante*, p. 725.

<sup>3</sup> EAS 220, *ante*, p. 739.

<sup>4</sup> EAS 46, *ante*, p. 703.

of Article VI of the Executive Agreement of September 13, 1941 and those of the subsequent paragraphs of the said article, notwithstanding.

Signed at Port-au-Prince in duplicate, in the English and French languages, this 30th day of September nineteen hundred and forty-one.

J. C. WHITE [SEAL]  
*Envoy Extraordinary and Minister  
Plenipotentiary of the  
United States of America*

FOMBRUN [SEAL]  
*Secretary of State for Foreign Affairs*

## RECIPROCAL TRADE

*Exchange of notes at Port-au-Prince February 16 and 19, 1942, modifying agreement of March 28, 1935*  
*Entered into force February 19, 1942*  
*Terminated March 24, 1944*<sup>1</sup>

56 Stat. 1415; Executive Agreement Series 238

*The Secretary of State for Foreign Affairs to the American Minister*

[TRANSLATION]

DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS  
E.U.

PORT-AU-PRINCE, *February 16, 1942*

MR. MINISTER:

I have the honor to refer to the trade agreement signed on March 28, 1935 between Haiti and the United States,<sup>2</sup> and particularly to the provisions thereof setting forth the principle of unconditional most-favored-nation treatment as the basis of commercial relations between our two countries.

The Haitian Government adheres firmly to the principle of promoting the multilateral development of international trade on the unconditional most-favored-nation basis. However, as the Government of the United States is aware, there are special and unusual conditions affecting trade between Haiti and the Dominican Republic which arise out of their exceptional geographic situation. With a view to fostering closer economic relations between these two contiguous countries, a Treaty of Commerce between Haiti and the Dominican Republic was signed on August 26, 1941. This treaty provides, among other things, for reductions in Haitian customs duties on a specified list of products imported from the Dominican Republic, which reductions are intended to be applicable exclusively to the latter country.

In this connection I have the honor to refer to the contractual formula for tariff preferences to contiguous countries recommended by the Inter-American Financial and Economic Advisory Committee.

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<sup>1</sup> By exchanges of notes at Port-au-Prince Feb. 15 and 19 and Sept. 9 and 16, 1944, the Governments of the United States and Haiti confirmed their understanding that the agreement of Feb. 16 and 19, 1942, terminated upon expiration of the commercial treaty of Aug. 26, 1941, between Haiti and the Dominican Republic.

<sup>2</sup> EAS 78, *ante*, p. 714.

In this recommendation, dated September 18, 1941, the Advisory Committee stated that any such tariff preferences, in order to be an instrument for sound promotion of trade, should be made effective through trade agreements embodying tariff reductions or exemptions; that the parties to such agreements should reserve the right to reduce or eliminate the customs duties on like imports from other countries; and that any such regional tariff preferences should not be permitted to stand in the way of any broad program of economic reconstruction involving the reduction of tariffs and the scaling down or elimination of tariff or other trade preferences with a view to the fullest possible development of international trade on a multilateral, unconditional, most-favored-nation basis.

I have the honor to inquire whether the Government of the United States, in the light of the foregoing considerations, will agree not to invoke the provisions of the first paragraph of article VII of the trade agreement, which permit it to claim the benefit of the tariff preferences to the Dominican Republic specifically enumerated in the Treaty of Commerce signed on August 26, 1941, which preferences are considered by my Government to meet the requirements of the aforementioned formula recommended by the Inter-American Financial and Economic Advisory Committee.

Accept, Excellency, the renewed assurances of my highest consideration.

FOMBRUN

His Excellency

Mr. JOHN CAMPBELL WHITE,  
*E. E. & Minister Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

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*The American Minister to the Secretary of State for Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

No. 359

PORT-AU-PRINCE, HAITI, *February 19, 1942*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of February 16, 1942, in which you reiterate the adherence of your Government to the principle of promoting the multilateral development of international trade on the unconditional most-favored-nation basis and refer to the exclusive tariff reductions to the Dominican Republic specifically provided for in the Treaty of Commerce between Haiti and that country signed on August 26, 1941. In this connection you mention the contractual formula for tariff preferences to contiguous countries recommended on September 18, 1941, by the Inter-American Financial and Economic Advisory Committee,

and inquire whether, in view of the Committee's recommendation and considering the special and unusual conditions affecting trade between Haiti and the Dominican Republic, my Government would be willing to refrain from claiming, under the provisions of the trade agreement between our two countries of March 28, 1935, the benefit of the Tariff preferences to the Dominican Republic specifically provided for in the Treaty of Commerce.

I have the honor to inform Your Excellency that my Government, in view of the considerations set forth, agrees not to invoke the pertinent provisions of the trade agreement for the purpose of claiming the benefit of such tariff preferences.

Accept, Excellency, the renewed assurance of my high consideration.

J. C. WHITE

His Excellency

M. CHARLES FOMBRUN,  
*Secretary of State for Foreign Affairs,*  
*Port-au-Prince.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Washington April 7, 1942*

*Entered into force April 7, 1942*

*Amended and extended by agreements of June 29 and July 12, 1944;<sup>1</sup> September 25 and 27, 1947;<sup>2</sup> June 25 and 30, 1948;<sup>3</sup> June 30, 1949;<sup>4</sup> September 18 and 27, 1950;<sup>5</sup> August 23 and September 28, 1951;<sup>6</sup> October 17 and March 31, 1952;<sup>7</sup> March 3 and April 9, 1952;<sup>8</sup> and January 28 and February 3, 1955<sup>9</sup>*  
*Expired June 30, 1960*

58 Stat. 1439; Executive Agreement Series 425

*The Acting Secretary of State to the President of Haiti*

DEPARTMENT OF STATE

WASHINGTON

*April 7, 1942*

MY DEAR MR. PRESIDENT:

With reference to your memorandum of April 6 and to our conversation yesterday afternoon, I take pleasure in confirming that this Government is prepared to assist the Government of Haiti in the carrying out of certain health and sanitation projects. The Government of the United States, in making available a sum of approximately \$350,000 to be expended for this purpose, is acting in accordance with Resolution XXX regarding health and sanitary conditions adopted by the Third Meeting of Ministers of Foreign Affairs of the American Republics in Rio de Janeiro.<sup>10</sup>

It is my understanding from the memorandum referred to that the Haitian Government desires this assistance in connection with the execution of certain sanitary projects such as the draining of marshy regions, the improvement of water supply, the development of facilities for adequate sewage dis-

<sup>1</sup> EAS 453, *post*, p. 774.

<sup>2</sup> TIAS 1693, *post*, p. 817.

<sup>3</sup> TIAS 1801, *post*, p. 839.

<sup>4</sup> TIAS 1977, *post*, p. 854.

<sup>5</sup> 1 UST 811; TIAS 2156.

<sup>6</sup> 2 UST 2551; TIAS 2376.

<sup>7</sup> 3 UST 3993; TIAS 2536.

<sup>8</sup> 3 UST 4043; TIAS 2547.

<sup>9</sup> 6 UST 791; TIAS 3224.

<sup>10</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

posal and other miscellaneous work designed primarily to protect the health of personnel who may be stationed at posts of the Coast Guard Service, the Marine railway and at the aviation field at Chancerelles.

Accordingly the Government of the United States, acting through the agency of the Office of the Coordinator of Inter-American Affairs, is disposed to send, if it is agreeable to you, a small group of experts to Haiti in order to develop a specific program in agreement with your Government, acting through officials designated by it. This group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs, and will work in the closest cooperation with the appropriate Haitian officials. The salaries and expenses of the group of experts will be paid for by the Office of the Coordinator of Inter-American Affairs and will not be debited against project funds. Approval for the actual execution of the specific projects agreed upon will be given by the respective Governments or their duly appointed agents. Expenditures for such projects shall be made upon certification of the Chief Medical Officer and the appropriate Haitian official designated for the areas where projects will be executed.

These projects upon completion will of course become the sole property of the Republic of Haiti. Furthermore, in accordance with a request contained in your memorandum under reference, the United States Government will be prepared to facilitate such training of personnel as the two Governments deem advisable.

My Government anticipates that the Haitian Government will be willing to provide, in accordance with its ability, such raw materials, services and funds as may be deemed necessary for the proper execution of the program.

Believe me, my dear Mr. President, with assurances of my highest and most distinguished consideration,

Yours very sincerely,

SUMNER WELLES

His Excellency

M. ELIE LESCOT,

*President of the Republic of Haiti.*

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*The President of Haiti to the Acting Secretary of State*

[TRANSLATION]

WASHINGTON, D.C., *April 7, 1942*

MY DEAR MR. WELLES:

In confirmation of our conversation of yesterday afternoon, and in reply to the communication which you were kind enough to address to me today,

I desire to express my appreciation of the decision of the Government of the United States of America to provide for a sum of approximately \$350,000 for the expenses necessary for the carrying out of certain health and sanitation projects in the Republic of Haiti, in accordance with the terms of Resolution XXX adopted at the Third Meeting of Ministers of Foreign Affairs of the American Republics in Rio de Janeiro.

I take pleasure in informing you, my dear Mr. Welles, that the Government of the Republic of Haiti accepts with pleasure the offer of your Government to send a group of experts to Haiti to develop a special health and sanitation program, in agreement with the authorized officials of the Haitian Government, and also agrees to conduct this project as a cooperative effort in accordance with the stipulations of your letter.

Furthermore, the Haitian Government, according to its ability, will provide the raw materials, funds, and services, which are deemed necessary for the proper execution of the joint program of health and sanitation.

With the assurances of my very high consideration, I beg you, dear Mr. Welles, to believe in my invariably friendly sentiments.

E. LESCOT

*President of the Republic of Haiti*

The Honorable

SUMNER WELLES

*Acting Secretary of State*

*Department of State*

*Washington, D.C.*

## RECIPROCAL TRADE

*Exchange of notes at Port-au-Prince April 25, 1942, supplementing agreement of March 28, 1935, as modified*

*Entered into force April 25, 1942*

*Paragraph 3 terminated March 24, 1944*<sup>1</sup>

*Agreement of March 28, 1935, as supplemented, terminated January 1, 1950, by agreement of December 29, 1949*<sup>2</sup>

56 Stat. 1497; Executive Agreement Series 252

*The Secretary of State for Foreign Affairs to the American Minister*

[TRANSLATION]

SECRETARIAT  
OF FOREIGN AFFAIRS

PORT-AU-PRINCE, *April 25, 1942*

SIR:

I have the honor to refer to the recent conversation regarding the trade agreement between the Republic of Haiti and the United States of America signed on March 28, 1935<sup>3</sup> and to confirm the understanding reached as a result thereof that the Government of the Republic of Haiti and the Government of the United States of America are in agreement as follows:

1. The provisions of articles I and II of the trade agreement of March 28, 1935 shall not prevent the Government of either country from imposing at any time on the importation of any article a charge equivalent to an internal tax imposed in respect of a like domestic article or in respect of a commodity from which the imported article has been manufactured in whole or in part. Moreover, the provisions of article IV of the said agreement shall not prevent the application to cigarettes originating in the United States of America of an increase in the internal tax to the same extent that the internal tax on domestic cigarettes is increased.

2. Nothing in the trade agreement of March 28, 1935 shall be construed to prevent the adoption or enforcement by either country of measures relating to public security, or imposed for the protection of the country's essential interests in time of war or other national emergency.

<sup>1</sup> Date of expiration of commercial treaty of Aug. 26, 1941, between Haiti and the Dominican Republic.

<sup>2</sup> 2 UST 458; TIAS 2189.

<sup>3</sup> EAS 78, *ante*, p. 714.

3. With reference to the exchange of notes between the Governments of the Republic of Haiti and the United States of America effected on February 16 and 19, 1942,<sup>4</sup> regarding exclusive tariff preferences accorded by the Republic of Haiti to the Dominican Republic which are specifically provided for in the treaty of commerce between the Republic of Haiti and the Dominican Republic signed on August 26, 1941, it is understood that the provisions of the exchange of notes of February 16 and 19, 1942 shall also extend to empty sisal sacks as provided for in the exchange of notes of March 24, 1942 supplementing the provisions of the treaty of commerce of August 26, 1941.

I avail myself of this opportunity to renew to Your Excellency the assurances of my high consideration.

FOMBRUN

His Excellency

Mr. JOHN CAMPBELL WHITE,  
*E. E. and Minister Plenipotentiary  
 of the United States of America,  
 Port-au-Prince.*

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*The American Minister to the Secretary of State for Foreign Affairs*

LEGATION OF THE  
 UNITED STATES OF AMERICA  
 PORT-AU-PRINCE, HAITI, *April 25, 1942*

No. 438

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, referring to the recent conversations regarding the trade agreement between the United States of America and the Republic of Haiti signed on March 28, 1935.

I have the honor to confirm the understanding reached as a result of these conversations that the Government of the United States of America and the Government of the Republic of Haiti are in agreement as follows:

[For terms of agreement, see numbered paragraphs in Haitian note, above.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. C. WHITE

His Excellency

M. CHARLES FOMBRUN,  
*Secretary of State for Foreign Affairs,  
 Port-au-Prince.*

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<sup>4</sup> EAS 238, *ante*, p. 753.

## FINANCES

*Exchange of notes at Washington September 17 and 21, 1942*

*Entered into force September 21, 1942*

*Expired October 1, 1947, upon termination of agreement of September 13, 1941*<sup>1</sup>

56 Stat. 1830; Executive Agreement Series 290

*The Haitian Minister to the Secretary of State*

LÉGATION DE LA RÉPUBLIQUE  
D'HAÏTI  
WASHINGTON

SEPTEMBER 17, 1942

MR. SECRETARY:

I have the honor, upon the instructions of my Government, to inform Your Excellency that the Government of the Republic of Haiti desires to arrange for a credit not to exceed \$500,000 from the Export-Import Bank of Washington. The advances under this credit are to be made to the National Bank of the Republic of Haiti and will bear the unconditional guarantee of the Government of the Republic of Haiti.

In this connection I refer to Article VII, paragraph 2 of the Executive Agreement between our two countries signed at Port-au-Prince on September 13, 1941, and I should be glad if Your Excellency would confirm the understanding of my Government that no objection is entertained by the Government of the United States to the proposed credit.

Please accept, Mr. Secretary, the renewed assurances of my highest consideration.

FERNAND DENNIS

The Honorable  
CORDELL HULL  
*Secretary of State*  
*Washington, D.C.*

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<sup>1</sup> EAS 220, *ante*, p. 739.

*The Secretary of State to the Haitian Minister*

DEPARTMENT OF STATE

WASHINGTON

*September 21, 1942*

SIR:

I have the honor to acknowledge the receipt of your note of September 17, 1942 with reference to the arrangements which your Government is making with the Export-Import Bank of Washington, for a credit not to exceed \$500,000. By this arrangement the credit would be extended by the Export-Import Bank of Washington to the National Bank of the Republic of Haiti, and will bear the unconditional guarantee of the Government of the Republic of Haiti.

With respect to your reference to Article VII, paragraph 2 of the Executive Agreement of September 13, 1941 between the United States and Haiti, I take pleasure in informing you that the Government of the United States is agreeable to this transaction and to the increase in the public debt of the Republic of Haiti by the amount and in the manner indicated.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

FERNAND DENNIS,

*Minister of Haiti.*

## FINANCES

*Executive agreement signed at Port-au-Prince September 30, 1942,  
modifying and extending agreement of September 30, 1941*

*Entered into force October 1, 1942*

*Modified and extended by agreement of August 28, 1943*<sup>1</sup>

56 Stat. 1862; Executive Agreement Series 299

### SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The provisions of Articles I and II of the Executive Agreement of September 30, 1941,<sup>2</sup> shall continue in effect from and after October 1st 1942 to and including September 30, 1943, except that

(1) All the receipts of the Haitian Government shall be deposited without deduction at the Banque Nationale de la République d'Haiti, which bank shall make the payments provided for by the loan contracts of 1922 and 1923, in accordance with the procedure outlined in Article VI of the Executive Agreement of September 13, 1941;<sup>3</sup>

(2) The Government of the Republic of Haiti agrees to pay \$20,000 United States Currency during the period October 1, 1942, to September 30, 1943, inclusive, on account of the amounts required to be paid under the loan contracts of October 6, 1922 and May 26, 1925 for the amortization of the loans of 1922 and 1923, the provisions of the paragraph designated (2) of Article VI of the Executive Agreement of September 13, 1941 and those of the subsequent paragraphs of the said article notwithstanding.

Signed at Port-au-Prince, in duplicate, in the French and English languages, this 30th day of September nineteen hundred and forty-two.

J. C. WHITE [SEAL]  
*Envoy Extraordinary and Minister  
Plenipotentiary of the United  
States of America*

SERGE LÉON DEFPLY [SEAL]  
*Secretary of State for Foreign Affairs*

<sup>1</sup> EAS 378, *post*, p. 769.

<sup>2</sup> EAS 224, *ante*, p. 751.

<sup>3</sup> EAS 220, *ante*, p. 739.

## EXCHANGE OF LANDS

*Agreement signed at Port-au-Prince October 19, 1942*  
*Entered into force October 19, 1942*

56 Stat. 1784; Executive Agreement Series 283

### AGREEMENT BETWEEN THE UNDERSIGNED

1) Mr. Serge Léon Defly, Secretary of State for Foreign Affairs of Haiti identified as No. A-5649 acting in the name of and for the account of the Government of the Republic of Haiti, by virtue of deliberation by the Council of Secretaries of State under date of August 13, 1942 on the one part;

AND

2) Mr. John Campbell White, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, duly authorized for this purpose, acting in the name of and for the account of the Government of the United States of America, on the other part;

Considering that the Government of the United States of America is owner of the land on which is built the residence of the Minister of the United States of America, which land, situated at Bourdon, the Commune of Port-au-Prince, is bounded on the south by the main highway from Port-au-Prince to Petion-Ville;

Considering that the Government of the United States of America has requested, through its Legation at Port-au-Prince, a modification of the boundary line of the said property by proposing the exchange of a small plot of land, part of the property owned by the Government of the United States of America for two small plots of land which are part of the Private Domain of the Republic of Haiti, and situated along the aforesaid public route;

Considering the Haitian decree-law of July 20, 1942, authorizing exchanges of this type;

### THE FOLLOWING HAS BEEN AGREED UPON:

1. The Government of the United States of America grants by way of exchange with all property rights to the Government of the Republic of Haiti, a small portion of land, part of its property at Bourdon, the said portion situated on the south boundary of the said property and adjoining the main highway from Port-au-Prince to Petion-Ville, designated by the

No. 2 on the plan drawn up by the surveyor, J. Ramile Dorilas, dated April 26, 1941, and measuring an area of 288m<sup>2</sup>.82, bounded by the letters H i h g f c d K e C D, the said plan initialed by the parties and attached to the present contract.

2) The Government of the Republic of Haiti on its part, grants by way of exchange with all property rights, to the Government of the United States of America, two small portions of its Domain situated on the north border of the main highway from Port-au-Prince to Petion-ville, adjoining the property owned by the Government of the United States of America at Bourdon, designated by the Nos. 1 and 3 respectively, No. 1 measuring an area of 316m<sup>2</sup>.83, bounded by the letters G F E H S R Q P, and No. 3 bounded by the letters e A a b, measuring an area of 27m<sup>2</sup>.80 on the plan drawn up by the surveyor, J. Ramile Dorilas, April 26, 1941, initialed by the parties and attached to the present contract

Done at Port-au-Prince in five originals this October 19th, 1942.

J. C. WHITE [SEAL]  
*Envoy Extraordinary and Minister  
 Plenipotentiary of the United  
 States of America*

LEON DEFLY [SEAL]  
*Secretary of State for Foreign Affairs*

## HIGHWAYS

*Agreement signed November 30, 1942*

*Entered into force January 5, 1943*

*Modified by agreement of September 28, 1945<sup>1</sup>*

*Terminated June 30, 1948<sup>2</sup>*

Department of State files

### MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTER DES TRAVAUX PUBLICS AND THE PUBLIC ROADS ADMINISTRATION CONCERNING THE REHABILITATION OF CERTAIN HAITIAN ROADS

AGREEMENT made this thirtieth day of November 1942 by and between the Minister des Travaux Publics of Haiti, represented by François Georges, Minister des Travaux Publics and the United States Public Roads Administration, represented by Thomas H. MacDonald, Commissioner.

#### WITNESSETH THAT

WHEREAS, the Governments of the Republic of Haiti and of the United States are desirous of cooperating in maintaining and reconstructing certain roads and highways that are of importance for the transportation of supplies during the existing emergency and other purposes in facilitating the joint war effort, and

WHEREAS, the hauling of supplies will involve the use of certain streets in Port-au-Prince, Haiti; of the road to the Dominican Republic via the Morne a Cabrit; and of the road to the Dominican Republic via Etang Saumatre, and

WHEREAS, economy in hauling as well as the conservation of tires and gasoline will require some rehabilitation of these roads and the general improvement of their surfaces with some betterment of stream crossings, cross drainage, ditches, such rehabilitation, improvement and betterment being sometimes hereinafter referred to as the "Project";

NOW THEREFORE, the following terms and conditions of cooperation are agreed to by the Public Roads Administration of the United States of America and by the Minister des Travaux Publics of the Republic of Haiti.

(A) The Public Roads Administration undertakes as follows:

(1) to provide from funds which have been or may hereafter be made available to it for this purpose the sum necessary not exceeding One Hundred

<sup>1</sup> *Post*, p. 793.

<sup>2</sup> Date on which projects were completed and appropriations lapsed.

and Fifty Thousand Dollars (\$150,000) which will be available for expenditure as may be required on the Project including such construction, rehabilitation and improvement of the above mentioned roads as will serve to facilitate heavy hauling over them, and to maintain them in satisfactory condition.<sup>3</sup>

(2) To exercise the general authority conferred on it to administer the funds allotted to the Project by the approval of the quality and integrity of the work performed.

(3) To provide a Resident Engineer and an Auditor who shall act under the direction of the Public Roads Administration, and whose compensation and expenses shall be charged to an allotment for engineering supervision and administration set aside for this purpose. The Resident Engineer will render engineering services and at all times will cooperate fully to maintain rapid and economical construction of the Project and to obtain its early completion.

(4) To act for the Government of Haiti without charge as Purchasing Agent in the United States if so requested in the purchase of all supplies, materials and equipment required for use on this work in order that the Republic of Haiti may have the benefit, so far as practicable, of all discounts, special rates, priority classifications, and any and all of the advantages that may accrue from such action.

(5) To approve and certify claim vouchers submitted by the Minister des Travaux Publics of the Republic of Haiti periodically for work satisfactorily accomplished subsequent to the date of the execution of this Agreement. Claim vouchers for payment shall be on Standard Form PR 20 (Revised) approved by the Comptroller General of the United States, which will be furnished the Government of Haiti for its use. Said vouchers shall be executed by the Minister des Travaux Publics of the Republic of Haiti, and certified by the Resident Engineer of the Public Roads Administration.

(B) The Republic of Haiti, represented by the Minister des Travaux Publics undertakes, on its part, as follows:

(1) To rehabilitate the roads hereinabove mentioned in accordance with plans, cross sections, and other information to be provided by the Resident Engineer.

(2) To maintain accounts which shall be open at all times to inspection, examination, or audit by the representative of the Public Roads Administration, and to accept audit on the basis of all pertinent laws, applicable regulations, and any other agreements pertinent to this work.

(3) To permit and facilitate inspection and examination by any authorized representative of the Public Roads Administration of all records,

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<sup>3</sup> For a modification of para. (A)(1), see agreement of Sept. 28, 1945, *post*, p. 793.

construction work in progress or completed, and the checking of all claims as shown on certificates or vouchers submitted as the basis for payment.

(4) To supply for use on the Project without cost to the United States (a) all needed raw materials such as clay, sand, gravel, stone and timber locally procurable from the public domain; and (b) such of the equipment owned by the Government of Haiti as it may be possible to make available for this work.

(5) To hold the United States and its employees harmless and protect them against claims of third parties for personal injuries or property damage which may occur in connection with any operations deemed necessary or desirable in respect of the Project.

(6) To waive all duties, import taxes, or any other special or ordinary assessments applicable to the importation of any materials, supplies or equipment brought into the Republic as a result of purchases made by the Public Roads Administration, as outlined in this agreement or applicable to the importation of necessary supplies and equipment for conducting the surveys and for the maintenance of an administrative office by the Public Roads Administration.

(7) To provide all rights of way that may be required in connection with the rehabilitation of these roads, or in constructing approved relocations mutually agreed to be required to improve hauling conditions, or for the purpose of obtaining materials to be used on the Project without expense to the United States.

(8) To accept payment for the work on an agreed schedule of prices per kilometer, arranged in advance with the Resident Engineer. In establishing the price per kilometer it is agreed that it will be based on the estimated cost of labor, materials (except as provided in (b 4)), supervision and project engineering actually employed or used on the work, but not including any of the cost of operating the Department des Travaux Publics.

IN WITNESS WHEREOF the Minister des Travaux Publics and the Public Roads Administration have caused this Memorandum of Understanding to be duly executed as evidenced by their signatures below: and this shall come into force as soon as it has been sanctioned by Decree of the President of the Republic of Haiti.

Minister des Travaux Publics  
By FRANÇOIS GEORGES  
*Minister*

The Public Roads Administration  
By THOS. H. MACDONALD  
*Commissioner*

Signed this 30th day of November, 1942.

## FINANCES

*Executive agreement signed at Port-au-Prince August 28, 1943, modifying and extending agreement of September 30, 1942*

*Entered into force October 1, 1943*

*Modified and extended by agreement of November 9, 1944*<sup>1</sup>

57 Stat. 1368; Executive Agreement Series 378

### SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The provisions of Articles I and II of the Executive Agreement of September 30, 1942,<sup>2</sup> shall continue in effect from and after October 1st 1943 to and including September 30, 1944, except that

(1) All the receipts of the Haitian Government shall be deposited without deduction at the Banque Nationale de la République d'Haiti, which bank shall make the payments provided for by the loan contracts of 1922 and 1923, in accordance with the procedure outlined in Article VI of the Executive Agreement of September 13, 1941;<sup>3</sup>

(2) The Government of the Republic of Haiti agrees to pay \$25,000 United States Currency during the period October 1, 1943 to September 30, 1944, inclusive, on account of the amounts required to be paid under the loan contracts of October 6, 1922 and May 26, 1925, for the amortization of the loans of 1922 and 1923, the provisions of the paragraph designated (2) of Article VI of the Executive Agreement of September 13, 1941 and those of the subsequent paragraphs of the said article notwithstanding.

Signed at Port-au-Prince, in duplicate, in the English and French languages, this 28th day of August nineteen hundred and forty-three.

J. C. WHITE [SEAL]  
*Ambassador Extraordinary and  
Plenipotentiary of the United  
States of America.*

GERARD LESCOT [SEAL]  
*Secretary of State for Foreign Affairs.*

<sup>1</sup> EAS 440, *post*, p. 780.

<sup>2</sup> EAS 299, *ante*, p. 763.

<sup>3</sup> EAS 220, *ante*, p. 739.

## COOPERATIVE EDUCATION PROGRAM

*Memorandum of agreement signed at Port-au-Prince April 30, 1944*

*Entered into force April 30, 1944*

*Supplemented by agreement of May 24, 1945*<sup>1</sup>

*Terminated by agreement of May 19, 1947*<sup>2</sup>

Department of State files

### MEMORANDUM OF AGREEMENT

The Government of the Republic of Haiti (hereinafter called the "Republic"), and the Inter-American Educational Foundation, Inc., (hereinafter referred to as the "Foundation"), a division of the Office of the Coordinator of Inter-American Affairs, an agency of the Government of the United States, have agreed to undertake a cooperative educational program available to all interested public and private groups in accordance with the following terms and conditions, without prejudice to the official program of education of the Haitian Government:

1. The Cooperative educational program may include:
  - a. Furnishing by the Foundation of a staff of educational specialists requested by the Minister of Education for service in Haiti in carrying out the cooperative educational program;
  - b. Training grants to permit Haitian educators to come to the United States for specialized training, to lecture and to exchange ideas and experience with United States educators;
  - c. Exploration and survey in Haiti of local educational needs and resources for carrying out training projects;
  - d. Development, adaptation, and exchange of suitable teaching materials, particularly visual materials;
  - e. Local projects needed to implement the program in Haiti.
2. For the purpose of providing an instrumentality through which the cooperative educational program can be conducted by the representatives of the two parties to this agreement, the Government of Haiti shall create a special service to be known as the Commission Cooperative Haitiano-Américaine d'Education, which shall operate as a separate entity within and subordinate to the Ministry of Education. The Commission Cooperative Haitiano-

<sup>1</sup> *Post*, p. 786.

<sup>2</sup> *Post*, p. 805.

Américaine d'Education shall have the power to execute the cooperative educational program herein described.

3. The Foundation will provide a field staff of educational specialists to assist in the consummation of the cooperative educational program. The field staff shall be under the direction of an official who shall have the title of Representative of the Inter-American Educational Foundation, Inc., in Haiti, and who shall be acceptable to the Government of Haiti. This official shall be representative of the Foundation in connection with the program to be undertaken in accordance with this agreement.

4. The Government of Haiti shall appoint as Director of the Commission Cooperative Haitiano-Américaine d'Education the Representative of the Inter-American Educational Foundation, Inc. The Director of the Commission Cooperative Haitiano-Américaine d'Education shall be responsible for the execution of and shall have authority to carry out the cooperative educational program of the Commission.

5. The cooperative educational program in Haiti shall consist of individual projects. Projects shall consist of specific kinds of work and activities to be undertaken by the representatives of both parties in the execution of this agreement. The projects and the allocation of the funds of the Commission Cooperative Haitiano-Américaine d'Education shall be agreed upon by the Minister of Education for the Republic of Haiti and the Representative of the Foundation in Haiti.

6. The Foundation shall pay the salaries and other expenses payable directly to the American members of the field staff in a total amount not to exceed One Hundred and Forty-seven Thousand Dollars (\$147,000) and shall, in addition, grant to the Commission Cooperative Haitiano-Américaine d'Education the total sum of Fifteen Thousand Dollars (\$15,000) as follows:

No later than May 1, 1944, the sum of \$5,000.00  
 No later than May 1, 1945, the sum of \$5,000.00  
 No later than May 1, 1946, the sum of \$5,000.00

7. The Government of Haiti shall in addition to its regular budget for education grant to the Commission Cooperative Haitiano-Américaine d'Education the Fifty Thousand Dollars (\$50,000) as follows:

No later than May 1, 1944, the sum of \$16,666.66  
 No later than May 1, 1945, the sum of \$16,666.67  
 No later than May 1, 1946, the sum of \$16,666.67

The funds of the Commission Cooperative Haitiano-Américaine d'Education shall be deposited in a special account in the name of the Commission Cooperative Haitiano-Américaine d'Education and shall be disbursed by the Director of the Commission Cooperative Haitiano-Américaine d'Education only upon projects having the mutual approval of the Minister of Education and the Representative of the Foundation in Haiti. In addition to the above grants in cash, the Government of Haiti will also furnish office space, office

equipment, furnishings and supplies as are necessary, and will furnish such other materials and supplies as are available and which may be necessary for the projects to be undertaken through the Commission Cooperative Haitiano-Américaine d'Education. The Haitian Government will also provide at least one understudy to each of the specialists from the United States in order that the Haitian educators may carry on the educational program when the staff of American personnel is withdrawn.

8. In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America and paid for in dollars, the Minister of Education and the Representative of the Foundation in Haiti may withhold from the deposits to be made by the Foundation, as hereinabove provided, an amount established to be necessary to pay for in dollars the purchases of materials and supplies in the United States of America. Any funds so withheld by the Foundation for such purchases and not expended on or obligated for materials or supplies for the Commission Cooperative Haitiano-Américaine d'Education shall be deposited to the Commission's account.

9. The funds granted by the parties of this agreement to the Commission Cooperative Haitiano-Américaine d'Education shall continue to be available for the purpose of this program during the existence of this agreement. Interest, if any, on any balances of funds to the credit of the Commission Cooperative Haitiano-Américaine d'Education shall be credited to and be for the use of the Commission. The parties hereto shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the Commission Cooperative Haitiano-Américaine d'Education upon the termination of this agreement.

10. The Director of the Commission Cooperative Haitiano-Américaine d'Education, with the approval of the Minister of Education of Haiti, shall have the power to select, appoint, or discharge the employees of the Commission and shall determine the salaries, transfers, and conditions of employment within the Commission.

11. Contracts and agreements relating to the execution of projects previously agreed upon by the Minister of Education and the Representative of the Foundation in Haiti shall be executed in the name of the Commission Cooperative Haitiano-Américaine d'Education by the Director of the Commission.

12. The Commission Cooperative Haitiano-Américaine d'Education shall be considered as an integral part of the public administration of Haiti. As a consequence its Director and its personnel shall enjoy the same privileges and rights which are held by the departments and other public divisions of the Government of Haiti and by the personnel thereof.

13. All employees of the Foundation who are citizens of the United States and who are engaged in carrying out the objectives of the cooperative

educational program shall be exempted from all income taxes with respect to income on which they are obligated to pay income taxes to the Government of the United States and from property taxes on personal property intended for their own use. Such employees shall also be exempt from head taxes and payment of customs and import duties on their personal effects, equipment and supplies for their own use.

14. The expenditure, audit, and accounting of funds in the Commission Cooperative Haitiano-Américaine d'Education account, as well as the purchases and sale of personal property for the account of the Commission shall be regulated and controlled under such rules, regulations and procedures as shall be mutually agreed upon by the Minister of Education and the Representative of the Foundation in Haiti. The accounts of the Commission shall be available for audit whenever it is considered necessary by the appropriate agency of the Government of Haiti or by the Foundation or its delegate.

15. At the termination of this agreement, all property of the Commission Cooperative Haitiano-Américaine d'Education shall remain the property of the Government of Haiti.

16. All rights, powers, privileges, or duties conferred by this agreement upon the Minister of Education may be delegated by him in whole or in part to the Directors of Rural and Urban Education of the Haitian Government. All rights, powers, privileges, or duties conferred by this agreement upon the Representative of the Foundation in Haiti may be delegated by the recipient thereof to representatives, provided that such representatives be satisfactory to the Minister of Education.

17. This memorandum of agreement may be amended from time to time if deemed advisable by the parties hereto and the amendments are to be in writing and signed by the representatives of the Government of Haiti and the Inter-American Educational Foundation, Inc.

18. The Government of Haiti shall take the necessary legal steps to effectuate the terms of this agreement.

This memorandum of agreement shall be effective as of the date hereof and shall remain in force for three calendar years from said date, unless amended by mutual agreement.

IN WITNESS WHEREOF the undersigned, duly authorized, sign the present contract, in duplicate, in English and in French, at Port-au-Prince, Haiti this 30th day of April 1944.

For the Government of the Republic of Haiti:  
M. DARTIGUE

For the Inter-American Educational Foundation:  
KENNETH HOLLAND  
*Vice President*  
*Inter-American Educational Foundation, Inc.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Port-au-Prince June 29 and July 12, 1944, extending agreement of April 7, 1942*

*Entered into force July 12, 1944*

*Program expired June 30, 1960*

59 Stat. 1298; Executive Agreement Series 453

*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE

UNITED STATES OF AMERICA

PORT-AU-PRINCE, HAITI, *June 29, 1944*

No. 32

EXCELLENCY:

I have the honor to refer to President Lescot's memorandum dated April 6, 1942, left by him with the Acting Secretary of State in Washington, and to Mr. Welles' reply of April 7,<sup>1</sup> relative to the initiation of a cooperative program of health and sanitation in Haiti. Your Excellency will recall that the United States Government, in contributing \$350,000 toward this program and subsequently making available an additional \$150,000, to be used for the anti-laws aspect of it, was acting in accordance with Resolution XXX regarding health and sanitary conditions, adopted by the Third Meeting of the Ministers of Foreign Affairs of the American Republics at Rio in 1942.<sup>2</sup>

I now have the honor to state that my Government is prepared, if Your Excellency's Government so desires, to make available, through the Institute of Inter-American Affairs, an additional sum of \$300,000 for the purpose of cooperating with the Government of Haiti in extending the aforementioned program of health and sanitation on the understanding that the Government of Haiti for its part will contribute the sum of \$150,000. This extension would terminate on October 1, 1947 in so far as the funds contributed by the United States are concerned.

The type of work and specific projects to be undertaken and the cost thereof and the methods and procedures to be employed in conducting the extended program are to be mutually agreed to by the appropriate official of the Government of Haiti and an appropriate official of The Institute of Inter-American Affairs.

The Government of the United States will continue to furnish such experts as are considered necessary in order to collaborate with Your Excellency's Government in extending the health and sanitation program.

<sup>1</sup> EAS 425, *ante*, p. 756.

<sup>2</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

All projects and property acquired in connection with the program shall be the property of the Government of Haiti.

No project will be undertaken that will require supplies or materials the procurement of which would handicap any phase of the war effort.

I shall be glad if Your Excellency will be so good as to confirm to me your approval of this general proposal with the understanding that the details of the program will be a subject of further discussion and agreement as provided for herein.

Accept, Excellency, the renewed assurance of my high consideration.

ORME WILSON

His Excellency

M. GÉRARD LESCOT,  
*Secretary of State for Foreign Affairs,*  
*Port-au-Prince.*

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*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS

E. U. No. 3500

PORT-AU-PRINCE, *July 12, 1944*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note no. 32, of June 29 last, in which Your Excellency informs me that with a view to continuing its co-operation with the Haitian Government in the public health program undertaken in Haiti since 1942, the Government of the United States of America is prepared to make available to the Republic of Haiti an additional sum of \$300,000 through the Institute of Inter-American Affairs.

The Haitian Government is happy to accept the generous offer of that of the United States and undertakes to make, on its part, a contribution of \$150,000 for the extension of the said public health program. It will not fail, moreover, to see to the execution of all the conditions prescribed.

Requesting Your Excellency to be good enough to express to your Government the sentiments of gratitude of the Haitian Government for this new testimony of its benevolent friendship, I renew to you, Mr. Ambassador, the assurances of my very high consideration.

GERARD LESCOT

His Excellency

ORME WILSON,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States of America,*  
*Port-au-Prince.*

## FOOD PRODUCTION PROGRAM

*Memorandum of agreement signed at Port-au-Prince August 28, 1944  
Entered into force August 28, 1944*

*Modified and extended by agreements of June 25 and July 20, 1945;<sup>1</sup>  
December 27, 1946;<sup>2</sup> June 25 and 29, 1948;<sup>3</sup> and June 30, 1949<sup>4</sup>*

*Amended by agreement of October 16, 1945<sup>5</sup>*

*Supplemented by agreements of December 19, 1947, and January 5,  
1948;<sup>6</sup> and January 8 and 13, 1948<sup>7</sup>*

*Superseded June 30, 1950, by agreement of September 18 and 27,  
1950<sup>8</sup>*

62 Stat. 3953; Treaties and Other  
International Acts Series 2061

### MEMORANDUM OF AGREEMENT

The Government of the Republic of Haiti (hereinafter referred to as the "Government") and The Institute of Inter-American Affairs (hereinafter to as the "Institute"), a corporation of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America, have agreed to undertake a cooperative food production program for the purpose of alleviating adverse effects of the present war upon Haitian agriculture by assisting in the production of food crops with a view to stabilizing Haitian agriculture and increasing the supply of food available in accordance with the following terms and conditions.

1. The cooperative food supply program may include (a) furnishing the Haitian farmers with seeds, planting stock, tools, insecticides, and other similar materials, and establishing grain storage and grain protection facilities in the Republic; (b) training Haitian Agricultural personnel; (c) furnishing technical advice and assistance to the Government of Haiti and to the farmers cooperating in increasing food production; and (d) such other

<sup>1</sup> TIAS 2061, *post*, p. 789.

<sup>2</sup> TIAS 2061, *post*, p. 801.

<sup>3</sup> TIAS 2075, *post*, p. 836.

<sup>4</sup> TIAS 2153, *post*, p. 857.

<sup>5</sup> TIAS 2061, *post*, p. 795.

<sup>6</sup> TIAS 2061, *post*, p. 826.

<sup>7</sup> TIAS 2061, *post*, p. 829.

<sup>8</sup> 1 UST 780; TIAS 2154.

projects and activities as may be determined necessary and advisable to stimulate the production of food crops.

2. The Institute will provide a field party of agricultural specialists acceptable to the Minister of Agriculture to assist in the consummation of the cooperative food production program. The field party shall be under the direction of an official who shall have the title of Chief of Field Party, Food Supply Division, The Institute of Inter-American Affairs. This official shall be the representative of the Institute in connection with the program to be undertaken in accordance with this agreement. The field party shall be of such size as the Institute, in agreement with the Department of Agriculture, considers appropriate.

3. The cooperative food production program in Haiti shall consist of individual projects to be undertaken for the purpose of implementing the program. The projects and the funds allocated therefor shall be mutually agreed upon by the Minister of Agriculture for the Republic and the Chief of Field Party for the Institute.

4. The cooperative food production program shall be undertaken and administered by the Ministry of Agriculture, with the assistance of the Institute. In order that there may be funds to be used for the purpose of carrying out the cooperative food production program, it is agreed that the Institute shall make available the sum of \$125,000 and that the Government shall make available the sum of \$50,000. The funds to be made available by the two parties to this agreement are to be deposited in a bank named by the Government in the Republic of Haiti, which account shall be known as the "Cooperative Food Production Program—The Institute of Inter-American Affairs". The Government agrees to deposit the sum of \$50,000 in said account upon the execution of this agreement and the Institute agrees to deposit the sum of \$50,000 in said account upon the execution of this agreement. The Institute will also deposit in said account in such time or times and as required in the discretion of the Minister of Agriculture and the Chief of Party the additional sum of \$75,000, making a total of \$125,000 contribution by the Institute. The checks drawn against said account shall be signed by the Chief of Party of the Institute and an official designated by the Minister of Agriculture. The funds in the said account shall be disbursed by the Chief of Party only upon projects having the mutual approval of the Minister of Agriculture and the Chief of Party. Contracts and agreements involving the use of the funds of the said account shall be executed in the name of the Institute. The books and records of the Institute relating to the cooperative food production program in Haiti, shall be open at all times to inspection by both parties or authorized officials of the Government of Haiti. The Institute will furnish the Minister of Agriculture with such reports and accounting of funds of the said joint account at such times and in such detail as agreed to by the Minister of Agriculture and the Chief of Party.

5. In view of the fact that some of the materials and supplies to be used in furthering the program must necessarily be purchased in the United States of America and paid for in dollars, the Chief of Party, upon joint approval of himself and the Minister of Agriculture may withhold from the deposits to be made by the Institute as hereinabove provided, an amount estimated to be necessary to pay for in dollars the purchases of materials and supplies in the United States of America. Any funds so withheld by the Institute for such purchases and not expended or obligated for materials or supplies shall be deposited in the said account referred to above at such time or times as may be determined upon by the two parties referred to in this paragraph.

6. The funds deposited by the parties to this agreement in the said account shall continue to be available for the purpose of this program during the existence of this agreement. Interest, if any, on any balances of funds to the credit of the said account shall be used for the purpose of carrying out the cooperative food production program. The parties hereto shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the said account upon the termination of this agreement.

7. All employees of the Institute who are citizens of the United States and who are engaged in carrying out the objectives of the cooperative food production program shall be exempted from all income tax payable to the Government of Haiti and from property taxes on personal property intended for their own use. Such employees shall also be exempt from head taxes and payment of custom and import duties on their personal effects, equipment and supplies for their own use.

If such effects are sold in Haiti, declaration will be made before the Fiscal Department of the National Bank of Haiti and full duty will be paid by the employees involved.

8. The Government of Haiti in addition to the cash provided for above shall also furnish, if possible, office space, office equipment, except typewriter and adding machines, furnishings and will furnish such other materials and supplies, except automotive equipment, as are available and which may be necessary for the projects to be undertaken in connection with the cooperative food production program.

9. The Institute, in assisting with the cooperative food production program, shall be entitled to free postal, telegraph and telephone service, passes on railroads, rebates or preferential tariffs by domestic companies of maritime and river navigation, air travel, telegraph, telephone, railroad, etc., as are allowed to departments of the Government of Haiti and also freedom and immunity from import duties, excise, stamp, property, and any or all other taxes as well as all consular fees and charges, as allowed to departments of the Haitian Government.<sup>9</sup>

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<sup>9</sup> For an amendment of para. 9, see memorandum of agreement of Oct. 16, 1945 (TIAS 2061), *post*, p. 795.

10. The salaries, living allowances, traveling expenses and any other amounts directly payable to personnel of the Institute including the Chief of Party shall be paid exclusively from funds of the Institute and shall not be credited against the funds required to be deposited in the account herein described.

11. The Institute does not engage to make available any equipment, supplies or materials which are deemed necessary and essential by the Government of the United States of America to any phase of the war effort.

12. At the termination of this agreement, all property in the control of the parties to this agreement and which has been purchased with the funds of the said account shall be the property of the Government of Haiti.

13. All rights, powers, and duties conferred by this agreement upon the Minister of Agriculture or the Chief of Party may be delegated to representatives thereof, provided that the said representatives shall be satisfactory to the other party.

14. This memorandum of agreement may be amended if deemed advisable by the Government of Haiti and the Institute of Inter-American Affairs and the amendments are to be in writing and signed by the representatives of the Government of Haiti and the Institute of Inter-American Affairs.

15. The Government of Haiti shall take the necessary legal steps to effectuate the terms of this agreement.

16. This memorandum of agreement shall be effective as of the date hereof and shall remain in force until September 30, 1945.

Any balance of money not spent at the expiration of the term of this agreement shall be used to continue projects under way or previously agreed upon by the two parties.

IN WITNESS WHEREOF, the undersigned, duly authorized, sign the memorandum of agreement in duplicate, in English and in French, at Port-au-Prince, this 28th day of August 1944.

For the Government of the Republic of Haiti

M. DARTIGUE

For the Institute of Inter-American Affairs

W. C. BRISTER

## FINANCES

*Executive agreement signed at Port-au-Prince November 9, 1944,  
modifying and extending agreement of August 28, 1943  
Entered into force November 9, 1944  
Expired September 30, 1945*

58 Stat. 1541; Executive Agreements Series 440

### SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HAITI

The provisions of Articles I and II of the Executive Agreement of August 28, 1943,<sup>1</sup> shall continue in effect from and after October 1st, 1944, to and including September 30, 1945, except that

(1) All the receipts of the Haitian Government shall be deposited without deduction at the Banque Nationale de la République d'Haiti, which bank shall make the payments provided for by the loan contracts of 1922 and 1923, in accordance with the procedure outlined in Article VI of the Executive Agreement of September 13, 1941;<sup>2</sup>

(2) The Government of the Republic of Haiti agrees to pay a total of \$700,000 United States Currency during the period October 1, 1944, to September 30, 1945, inclusive, (including \$400,000 paid on October 2, 1944) on account of the amounts required to be paid under the loan contracts of October 6, 1922 and May 26, 1925, for the amortization of the loans of 1922 and 1923, the provisions of the paragraph designated (2) of Article VI of the Executive Agreement of September 13, 1941, and those of the subsequent paragraphs of the said Article notwithstanding.

Provided, however, that \$300,000 of the amount shall be paid only if the revenue situation and outlook of the Haitian Government at the end of the first half of the fiscal year ending September 30, 1945, indicate that the receipts for the entire fiscal year will reach Gdes. 35,000,000, in which case the \$300,000 shall be paid in monthly installments of \$100,000 in May, June and July, 1945.

Signed at Port-au-Prince, in duplicate, in the English and French languages, this 9th day of November nineteen hundred and forty-four.

ORME WILSON [SEAL]  
GERARD LESCOT [SEAL]

<sup>1</sup> EAS 378, *ante*, p. 769.

<sup>2</sup> EAS 220, *ante*, p. 739.

## RUBBER PLANTATION INVESTIGATIONS

*Exchange of notes at Port-au-Prince December 29, 1944, and January 8, 1945, with letter agreement of January 24, 1941, and supplementary agreement*

*Entered into force January 8, 1945*

*Amended by agreement of February 3 and 11, 1948*<sup>1</sup>

59 Stat. 1458; Executive Agreement Series 462

*The American Chargé d'Affaires ad interim to the Secretary of State  
for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

PORT-AU-PRINCE, HAITI, *December 29, 1944*

No. 213

EXCELLENCY:

I have the honor to refer to an agreement for cooperative plantation rubber investigations which was effected by the signing of a letter dated January 24, 1941, by the Chief of the Bureau of Plant Industry, United States Department of Agriculture, and the Secretary of State for Agriculture and Labor of the Republic of Haiti, the text of which letter reads in full as follows:

UNITED STATES DEPARTMENT OF AGRICULTURE  
BUREAU OF PLANT INDUSTRY  
WASHINGTON

Office of Chief of Bureau

JANUARY 24, 1941

His Excellency

M. EDOUARD VOELÉ,

*Secrétaire d'Etat de L'Agriculture et du Travail,*

*Republique d'Haiti,*

*Port-au-Prince, Haiti.*

MONSIEUR SECRETAIRE:

In recognition of the common interest of the Haitian Government and the Government of the United States in the development of rubber production in Latin America and the desirability that Haiti participate in this development, both for the purpose of

<sup>1</sup> TIAS 1771, *post*, p. 833.

developing new export crops and for developing new sources of national income, it seems possible to provide for mutually advantageous cooperation.

Discussions between representatives of the Bureau of Plant Industry and representatives of the Haitian Government have developed a basis of understanding, which is presented in the following paragraphs for your consideration. If the statement of the project and provision for carrying out the work meet with your approval, please endorse this letter in the space provided and return it to me. A photostat copy will then be sent to you for your records.

The object of these cooperative investigations is to develop and propagate high-yielding clones of rubber resistant to the South American leaf disease. Seed, budwood, and other plant materials resulting from these cooperative investigations will be shared by the cooperating agencies.

The work will be conducted at one or more stations in Haiti, preferably in the Grand'Anse valley, and at various stations of the U.S. Department of Agriculture in Central America and elsewhere.

The Haitian Government agrees that seeds from rubber trees growing in Haiti may be collected and planted at testing gardens selected in Haiti and to send supplies of the same seed lots to stations established by the Bureau of Plant Industry of the U.S. Department of Agriculture where the seedlings will be used for tests for resistance to the South American leaf disease and for propagation of high-yielding clones. Budwood from promising seedlings will then be shared, some being sent to Haitian stations for propagation and use in Haiti and some being retained by the U.S. Department of Agriculture.

The Haitian Government agrees to furnish land for a propagation nursery, preferably in the Grand'Anse valley, to be selected jointly by the Agricultural Adviser to the Haitian Government and a representative of the U.S. Department of Agriculture, which will be used for propagation of budwood that the U.S. Department of Agriculture will furnish from time to time.

To the extent to which it may be possible with the finances available from time to time, the Haitian Government agrees to cooperate in the expenses, labor, implements, and other necessary materials, facilities and resources in connection with the establishment and maintenance of the experimental plantings.

The Haitian Government agrees to prohibit the redistribution of any strains of the rubber tree furnished or developed under this agreement to cooperators, companies or other governments except to those agencies and governments in the Western Hemisphere which are willing to reciprocate by furnishing such similar material as they may have in their possession; and that this restriction shall be passed on to any other agency or government receiving material to prevent controverting the purpose of this restriction.

The Bureau of Plant Industry agrees to test the performance of seedlings derived from seeds from Haiti, to furnish the Haitian Government selected and tested budwood from time to time, to give advice and information and to furnish the services of a scientist for planning, conducting and interpreting the results of the work performed under the terms of this agreement.

The Bureau of Plant Industry also agrees to contribute to the cost of the labor, implements and other necessary material, facilities and services in connection with the establishment and maintenance of nursery or experimental plantings, to the degree that this may be necessary to implement and make effective the contributions of the Haitian Government. It also agrees to make available records of all results obtained in tests and experiments made under the terms of this agreement.

It is mutually agreed that publication of the results of these experiments may be by either party, provided that the cooperative nature of the work is recognized and a copy of the manuscript is furnished the cooperator for review previous to publication. It is understood that the obligations of the Haitian Government and the Bureau of Plant Industry are contingent upon appropriations by the Congresses of the respective countries.

The Understanding will be effective upon endorsement and will continue in effect for an indefinite period, subject to appropriations being made by the Congresses of Haiti and the

United States. It shall be subject to revision by mutual consent of the parties concerned, and either party is at liberty to withdraw upon due notice. Requests for any major changes or notifications of intention of withdrawing shall be submitted to the other party for consideration not less than 90 days in advance of the effective date desired.

Very truly yours,

E. C. AUCHTER  
*Chief of Bureau*

EDOUARD VOLEL  
*Secrétaire d'Etat de L'Agriculture  
et du Travail*

As a result of practical considerations which have arisen in connection with the operation of the regional field station for rubber experimentation in accordance with the agreement mentioned above, it has been found by the authorities of the United States Department of Agriculture to be desirable that an agreement supplementary to the agreement of January 24, 1941 be entered into for the purpose of defining more clearly certain procedures affecting the sale of products grown on the lands used by the said station and in order to facilitate the continued development of rubber investigations and demonstration plantings in Haiti.

The supplementary agreement as proposed by the United States Department of Agriculture is in terms as follows:

#### ARTICLE I

In the sale of products, surplus to the needs of the cooperative research and recognized as the property of the Government of the Republic of Haiti, which have been grown and are now on, or which are or may be developed or cultivated as a result of rubber investigations and demonstration plantings on, the lands owned by the Government of the Republic of Haiti and provided by the Government of the Republic of Haiti for the establishment and operation by the Department of Agriculture of the United States of America of a rubber experiment station, in accordance with the letter agreement for cooperative rubber investigations in Haiti, between appropriate authorities of the Government of the United States of America and the Government of the Republic of Haiti, dated January 24, 1941, the following procedures shall be followed with respect to such sales and with respect to accounting and disbursements:

(a) Any such sale shall be made by the Secretary of State for Agriculture and Labor of the Republic of Haiti and the proceeds from any such sale shall be placed in a special account with the understanding that such proceeds shall be used for the improvement and development of the rubber experiment station, the demonstration plantings, and the lands aforesaid.

(b) The system of accounting for farm receipts and disbursements will be formulated and approved by the Secretary of State for Agriculture and Labor

of the Republic of Haiti and the local representatives in charge of rubber investigations for the Department of Agriculture of the United States of America.

ARTICLE II

This supplementary agreement shall remain in force as though it were an integral part of the aforesaid letter agreement dated January 24, 1941.

This note, together with a reply from Your Excellency indicating the approval of the Government of the Republic of Haiti, will be considered as constituting an agreement between our two Governments on the subject, it being understood that the letter agreement of January 24, 1941 became effective, in accordance with its own terms, on the date of its endorsement, and that the supplementary agreement as indicated above shall be effective as of the date of Your Excellency's reply note.

Accept, Excellency, the renewed assurances of my highest consideration.

WAINWRIGHT ABBOTT  
*Chargé d'Affaires ad interim*

His Excellency

M. GÉRARD LESCOT,  
*Secretary of State for Foreign Affairs,  
Port-au-Prince.*

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*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires  
ad interim*

[TRANSLATION]

DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS  
E.U. No. 3923

PORT-AU-PRINCE, *January 8, 1945*

MR. CHARGÉ D'AFFAIRES,

I have the honor to acknowledge the receipt of the note of December 29 last, No. 213, in which, referring to the Agreement by exchange of notes, the text of which you reproduce, signed January 24, 1941, relating to the establishment of a regional station for experimental planting of rubber, you submit for approval by the Haitian Government the text, transcribed below, of a supplementary agreement for the purpose of defining more precisely certain procedures affecting the sale of products grown on the lands of the said station and of facilitating the continued development of rubber investigations and plantings:

[For text of supplementary agreement, see articles I and II, above.]

In reply, I have the pleasure to inform you that the Haitian Government gives its full adherence to this Supplementary Agreement. It is understood

that the above-mentioned note of December 29 last, No. 213, of your Embassy and the present note of this Chancellery are considered as constituting said supplementary agreement and that the latter shall be effective from today's date.

I avail myself of the opportunity to renew to you, Mr. Chargé d'Affaires, the assurances of my most distinguished consideration.

GERARD LESCOT

Mr. WAINWRIGHT ABBOTT,  
*Chargé d'Affaires ad interim*  
*of the United States of America,*  
*Port-au-Prince.*

## COOPERATIVE EDUCATION PROGRAM

*Agreement signed at Port-au-Prince May 24, 1945, supplementing agreement of April 30, 1944*

*Entered into force May 24, 1945; paragraph 4 operative from April 30, 1944*

*Terminated by agreement of May 19, 1947*<sup>1</sup>

Department of State files

### SUPPLEMENTAL AGREEMENT

The Government of the Republic of Haiti (hereinafter referred to as "the Republic") represented by the Minister of Education of the Republic (hereinafter referred to as "the Minister") and the Inter-American Educational Foundation, Inc., a corporation of the Office of Inter-American Affairs and an agency of the United States of America, (hereinafter referred to as "the Foundation") represented by its President, having jointly executed on April 30, 1944, a Memorandum of Agreement<sup>2</sup> (hereinafter referred to as "the Basic Agreement") covering a cooperative educational program in Haiti, have agreed to supplement and modify the Basic Agreement in the manner hereinafter set forth:

1. In addition to the total sum of \$50,000 which the Republic is required by paragraph 7 of the Basic Agreement to grant to the Commission Coopérative Haitiano-Américaine d'Éducation (hereinafter referred to as "the Commission") the Republic affirms that it has expended since the beginning of the said cooperative educational program, the sum of \$4,876.30 for the construction of buildings at normal schools for carrying out such program and the Republic agrees that it will expend an additional \$5,123.70, or a total of \$10,000 for constructing buildings at normal schools to carry out said program, thereby making a total of \$60,000 which the Republic has agreed to provide for such program.

2. The Republic will establish a special account and transfer to it the additional \$5,123.70 referred to in paragraph 1 hereof on the following dates and in the amounts indicated:

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<sup>1</sup> *Post*, p. 805.

<sup>2</sup> *Ante*, p. 770.

On or before June 30, 1945	\$2,000.00
On or before July 30, 1945	800.00
On or before June 30, 1946	2,323.70
	<hr/>
Total	\$5,123.70
Expenditures heretofore made by the Republic for constructing buildings at normal schools	
	\$4,876.30
	<hr/>
Total	\$10,000.00

Withdrawals will be made by the Republic from the said special account referred to in this paragraph upon the approval of the Minister and the Representative of the Foundation, specifically for payment of the cost of constructing buildings at normal schools for carrying out the said cooperative educational program in Haiti.

3. The Foundation will grant to the Commission \$10,000 which shall be in addition to the \$15,000 referred to in paragraph 6 of the Basic Agreement, thereby making a total of \$25,000 which the Foundation has agreed to make available to the Commission for such program. The additional \$10,000 shall be used specifically for the purchase and procurement in Haiti or the United States of America of teaching equipment and supplies jointly deemed necessary by the Minister and the Representative of the Foundation for the proper administration of the said program.

The said additional \$10,000 will be granted by the Foundation to the Commission on the following dates and in the amounts indicated:

On or before thirty days from the date of this Supplemental Agreement	\$4,876.30
On or before June 30, 1945	2,000.00
On or before July 30, 1945	800.00
On or before June 30, 1946	2,323.70
	<hr/>
Total	\$10,000.00

There may be retained by the Foundation from the aforesaid grant of \$10,000 such portion thereof as the Minister and the Representative of the Foundation may jointly determine should be retained for the purpose of paying in dollars the cost of teaching equipment and supplies purchased for such program in the United States of America. Said retained portion shall be considered as if granted under the terms of this Agreement. Any portion of the said \$10,000 so retained as well as any funds withheld by the Foundation pursuant to the provisions of paragraph 8 of the Basic Agreement which are not expended or obligated for program purchases in the United States shall be granted to the Commission at the time or times jointly agreed upon by the Minister and the Representative of the Foundation.

4. Paragraph 6 of the Basic Agreement provides, among other things, that the Foundation shall pay the salaries and other expenses payable directly to the American members of the field staff in the total amount of \$147,000. Effective as of April 30, 1944, paragraph 6 is hereby modified in order to provide that the said \$147,000 shall be available for payment of the salaries

and other expenses payable directly to all personnel of the Foundation field staff.

5. In the event that upon the expiration of each twelve-month period of the Basic Agreement, and again six months before its final expiration, the Foundation deems that the funds which it has set aside, pursuant to paragraph 6 of the Basic Agreement, as amended by this Supplemental Agreement, for payment of the salaries and other expenses payable directly to the personnel of the Foundation field staff, will be more than are needed for that purpose, the Foundation will thereupon advise the Republic of the surplus which it can make available for projects under the program, and such surplus shall be granted to the Commission or otherwise disposed of pursuant to the Basic Agreement as modified by this Supplemental Agreement.

6. The Government of Haiti shall take the necessary legal steps to effectuate the terms of this Agreement.

7. All terms and conditions of the Basic Agreement which are contrary to or inconsistent with the provisions of this Supplemental Agreement are hereby cancelled and revoked.

8. All terms and provisions of this Supplemental Agreement, except the provisions of paragraph 4 hereof, shall be effective as of the date of execution hereof by the parties hereto. As stated above, paragraph 4 hereof shall be effective as of April 30, 1944, the date of execution of the Basic Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their duly authorized representatives in triplicate in English and in French, in the City of Port-au-Prince, Haiti, on the 24th day of May, 1945.

Republic of Haiti

By: M. DARTIGUE  
*Minister of Education*

Inter-American Educational Foundation, Inc.,

By: KENNETH HOLLAND  
*President*

## FOOD PRODUCTION PROGRAM

*Agreement signed at Port-au-Prince June 25, 1945, and at Washington July 20, 1945, modifying and extending agreement of August 28, 1944*

*Entered into force July 20, 1945*

*Program superseded June 30, 1950, by agreement of September 18 and 27, 1950*<sup>1</sup>

62 Stat. 3961; Treaties and Other  
International Acts Series 2061

### EXTENSION AGREEMENT

The Government of the Republic of Haiti (hereinafter referred to as "the Government") and The Institute of Inter-American Affairs (hereinafter referred to as "the Institute"), a corporation of the Office of Inter-American Affairs (formerly the Office of the Coordinator of Inter-American Affairs) and an Agency of the United States of America, having jointly executed on August 28, 1944, a Memorandum of Agreement<sup>2</sup> (hereinafter called "the Agreement") covering a Cooperative Food Production Program in the Republic, and in view of the mutual advantages and benefits that are being derived by the two nations from the operation of such cooperative program have agreed to extend the Agreement in accordance with the following terms and conditions:

1. In addition to the sum of \$125,000 made available by the Institute as referred to in paragraph 4 of the Agreement, the Institute shall make available the additional sum of \$50,000 for the continuation of the cooperative food production program in Haiti, thereby making a total of \$175,000 which the Institute has agreed to provide for such purpose. In addition to the sum of \$50,000 made available by the Government, also referred to in paragraph 4 of the Agreement, the Government shall make available for the continuation of the same program the additional sum of \$50,000, thereby making a total of \$100,000 which the Government has agreed to provide for such program.

2. The Government agrees to deposit on October 1, 1945 in the bank account "Cooperative Food Production Program—The Institute of Inter-American Affairs" heretofore established pursuant to the Agreement, the

<sup>1</sup> 1 UST 780; TIAS 2154.

<sup>2</sup> TIAS 2061, *ante*, p. 776.

entire additional sum of \$50,000 and The Institute agrees to deposit the sum of \$35,000 in said account on said date. The Institute will also deposit in said account at such time or times, subsequent to October 1, 1945, as may be required in the joint discretion of the Minister of Agriculture and the Chief of Party, the additional sum of \$15,000, provided that there may be retained by the Institute from the deposit of said additional sum of \$15,000, such portion thereof as the Minister and the Chief of Party may jointly determine should be retained by the Institute for the purpose of paying in dollars the cost of purchases made in the United States for the said program.

3. The said Agreement will remain in full force and effect for the purpose of extending the said cooperative food production program in Haiti until December 31, 1946 and the terms and provisions therein contained, except as modified by this Extension Agreement, will apply during the continuation of the said program. The administrative policies and procedures established by joint action of the Minister and the Chief of Party pursuant to, and in order to carry out the terms of, the Agreement will continue to apply with respect to such cooperative program until the termination of the program on December 31, 1946.

4. The Government of Haiti shall take the necessary legal steps to effectuate the terms of this Extension Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized, sign the extension agreement in duplicate, in English and in French, at Port-au-Prince, this 25th day of June 1945, and in Washington, this 20th day of July 1945.

For the Government of the Republic of Haiti

By M. DARTIGUE

For the Institute of Inter American Affairs

By W. C. BRISTER

CUSTOMS PRIVILEGES FOR CONSULAR  
OFFICERS AND CLERKS

*Exchange of notes at Port-au-Prince August 14 and 24, 1945*  
*Entered into force August 24, 1945*

59 Stat. 1868; Executive Agreement Series 503

*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
PORT-AU-PRINCE, HAITI, *August 14, 1945*

No. 459

EXCELLENCY:

I have the honor to inform Your Excellency that the United States Government would view with favor an arrangement for the extension of the free importation privileges on a strict basis of reciprocity, to American Consular officers and clerks in the Mission and Consular offices, assigned to Haiti; and to Haitian Consular officers and clerks in the Mission and Consular offices, assigned to the United States.

It is proposed that, in addition to the free entry of personal baggage and effects upon arrival and upon return to their posts in the United States after visits abroad, which Haitian consular officers already enjoy, such officers and the clerks in the Mission and Consular offices, who are Haitian nationals and not engaged in any private occupation for gain, on a basis of reciprocity, would be accorded the privilege of importing free of duty articles for their personal use at any time during the period that they exercise essential government functions in the United States, on the understanding that no article, the importation of which is prohibited by the laws of the United States, should be imported by them.

The arrangement would likewise provide that American Consular officers and clerks in the Mission and Consular offices, who are nationals of the United States and not engaged in any private occupation for gain, would be accorded in Haiti the privileges as set forth above.

Accept, Excellency, the renewed assurances of my highest consideration.

ORME WILSON

His Excellency

M. GÉRARD LESCOT,  
*Secretary of State for Foreign Affairs,*  
*Port-au-Prince.*

*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

OFFICE OF THE SECRETARY OF STATE  
FOR FOREIGN AFFAIRS

U.S. No. 4460

PORT-AU-PRINCE, *August 24, 1945*

MR. AMBASSADOR:

Referring to Your Excellency's note no. 459 dated the fourteenth of this month, I have the honor to inform you that the Haitian Government approves the suggestion made by the United States Government concerning reciprocal extension of free importation privileges to their consular agents, as well as to the clerks of their respective diplomatic missions and consulates.

Consequently, from this date, American consular agents, as well as clerks of the American diplomatic mission and consulates in Haiti, provided that they are nationals of the United States and are not engaged in commercial transactions for profit, are authorized to import freely into Haiti, without payment of any duty, all articles intended for their personal use the importation of which is not prohibited by Haitian laws. The provisions of Paragraph 13249 of the Haitian customs tariff relative to the importation of such articles by foreign diplomatic agents shall be applicable to the above-mentioned American consular agents and clerks.

It is understood that, on a reciprocal basis, Haitian consular agents, as well as clerks of the Haitian diplomatic mission and consulates in the United States, provided that they are Haitian citizens and are not engaged in commercial transactions for profit, are authorized to import freely into the United States, without payment of any duty, all articles intended for their personal use the importation of which is not prohibited by American laws.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my very high consideration.

GERARD LESCOT

His Excellency

ORME WILSON,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

## HIGHWAYS

*Agreement signed September 28, 1945, modifying agreement of November 30, 1942*

*Entered into force September 28, 1945*

*Terminated June 30, 1948*

Department of State files

### MODIFICATION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE MINISTER DES TRAVAUX PUBLICS AND THE PUBLIC ROADS ADMINISTRATION CONCERNING THE REHABILITATION OF CERTAIN HAITIAN ROADS

WHEREAS, by that certain Memorandum of Understanding signed on the thirtieth day of November 1942,<sup>1</sup> by Francois Georges, Minister des Travaux Publics, of the Republic of Haiti, and the Commissioner of Public Roads Administration, Federal Works Agency of the United States Government, as heretofore amended, the said parties entered into an agreement to cooperate in maintaining and reconstructing the highways described therein; and

WHEREAS it has been found that the cost of this work will exceed the amount of one hundred and fifty thousand dollars and 00/100 (\$150,000.00) provided in the said Memorandum of Understanding and the parties hereto desire to provide additional funds for its proper completion;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto that the said Memorandum of Understanding shall be amended as follows:

Numbered paragraph (A) (1) shall be changed to read:

To provide from funds which have been or may hereafter be made available to it for this purpose the sum necessary not exceeding one hundred and sixty thousand dollars and 00/100 (\$160,000.00) which will be available for expenditure as may be required on the Project including such construction, rehabilitation and improvement of the above mentioned roads as will serve to facilitate heavy hauling over them, and to maintain them in satisfactory condition.

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<sup>1</sup> *Ante*, p. 766.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures to this Modification of Memorandum of Understanding as of the 28th day of September, 1945.

Minister des Travaux Publics

By: LUC E. FOUCHÉ

*Minister*

The Public Roads Administration

By: THOS. H. MACDONALD

*Commissioner*

# FOOD PRODUCTION PROGRAM

*Memorandum of agreement signed at Port-au-Prince October 16, 1945,  
amending agreement of August 28, 1944*

*Entered into force October 16, 1945*

*Program superseded June 30, 1950, by agreement of September 18 and  
27, 1950*<sup>1</sup>

62 Stat. 3964; Treaties and Other  
International Acts Series 2061

## MEMORANDUM OF AGREEMENT

### AMENDMENT NUMBER 1

The memorandum of agreement executed on behalf of the Republic of Haiti and the Institute of Inter-American Affairs on August 28, 1944,<sup>2</sup> providing for a Cooperative Food Production Program is hereby amended as follows:

On the last line of paragraph 9, the words "as allowed to departments of the Haitian Government" shall be stricken out.

IN WITNESS WHEREOF the parties hereto have caused this amendment to be executed by their duly authorized representatives this sixteenth day of October 1945.

Republic of Haiti  
by M. DARTIGUE  
*Minister of Agriculture*

The Institute of Inter-American Affairs  
by J. A. BAZAN  
*Acting Chief of Party*

<sup>1</sup> 1 UST 780; TIAS 2154.

<sup>2</sup> TIAS 2061, *ante*, p. 776.

## FINANCES

*Executive agreement signed at Port-au-Prince May 14, 1946, modifying agreement of September 13, 1941*

*Entered into force May 14, 1946*

*Expired September 30, 1964*

60 Stat. 1675; Treaties and Other  
International Acts Series 1521

### SUPPLEMENTARY EXECUTIVE AGREEMENT BETWEEN THE REPUBLIC OF HAITI AND THE UNITED STATES OF AMERICA

The undersigned representatives of the Governments of the United States of America and the Republic of Haiti, duly authorized by their respective Governments, have agreed upon the following Supplementary Executive Agreement modifying, for the fiscal year ending September 30, 1946, the provisions of Articles VI and VIII of the Executive Agreement of September 13, 1941: <sup>1</sup>

#### SOLE ARTICLE

The provisions of the Executive Agreement of September 13, 1941 shall continue in full force and effect, except that for the period from October 1, 1945, to September 30, 1946, inclusive:

The Government of the Republic of Haiti agrees to pay a total of \$700,000 United States currency during the period October 1, 1945 to September 30, 1946, inclusive, on account of the amounts required to be paid under the loan contracts of October 6, 1922, and May 26, 1925, for the amortization of the loans of 1922 and 1923, notwithstanding the provisions of Article VI and Article VIII of the Executive Agreement of September 13, 1941.

Provided, however, that \$400,000 of the \$700,000 mentioned in the preceding paragraph shall be paid not later than the end of the first half of the fiscal year ending September 30, 1946, and the remaining \$300,000 shall be paid only if the revenue situation and outlook of the finances of the Haitian Government at the end of the first half of the fiscal year ending September 30, 1946 indicate that the receipts for the entire fiscal year reach

<sup>1</sup> EAS 220, *ante*, p. 739.

Gourdes 35,000,000, in which case the \$300,000 shall be paid in monthly installments of \$100,000 in May, June and July, 1946.

Signed at Port-au-Prince, Haiti in duplicate, in the English and French languages, this 14th day of May nineteen hundred and forty-six.

ORME WILSON [SEAL]

A. LEVELT [SEAL]

## FINANCES

*Exchange of notes at Port-au-Prince September 30, 1946, amending  
agreement of September 13, 1941*

*Entered into force October 1, 1946*

*Expired September 30, 1947*

61 Stat. 2674; Treaties and Other  
International Acts Series 1599

*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 10

PORT-AU-PRINCE, HAITI, *September 30, 1946*

EXCELLENCY:

I have the honor to refer to my Note dated September 23, 1946 and to Your Excellency's reply dated September 26, 1946 regarding a proposed exchange of notes with your Government in order to amend paragraphs one and two of Article III of the Executive Agreement of September 13, 1941<sup>1</sup> between Haiti and the United States. The proposed amendment would provide for four voting members of the Board of Directors of the National Bank of the Republic of Haiti—two citizens of Haiti and two citizens of the United States—in place of the present six voting members consisting of three Haitians and three Americans. In addition, my Government agrees to the insertion of the following words immediately after the penultimate sentence, first paragraph of Article III of the Executive Agreement:

“Provided, however, that the terms commencing October 1, 1946 shall continue until September 30, 1947 only.”

The following is the full text of Article III as amended:

“The National Bank of the Republic of Haiti shall be reorganized with a Board of Directors consisting of an Honorary President and four voting members. The Haitian Minister of Finance, or in his absence, the Acting Minister of Finance, shall be *ex officio* the Honorary President. Two of the voting members are always to be citizens of the Republic of Haiti. The other two voting members are always to be citizens of the United States of America.

<sup>1</sup> EAS 220, *ante*, p. 739.

Decisions of the Board of Directors shall require a majority vote of the voting members of the Board. The President of the Republic of Haiti shall appoint the Haitian members of the Board of Directors; the citizens of the United States of America who are members of the Board shall be chosen by mutual agreement of the two Governments. All of the voting members of the Board shall hold office for a period of five years and shall not be removed except for cause. Provided, however, that the terms commencing October 1, 1946 shall continue until September 30, 1947 only. Vacancies on the Board of Directors shall be filled in the same manner as the original appointments.

“There shall be two co-Presidents of the Board of Directors of the Bank. One of these, the Haitian Minister of Finance, shall act as Honorary President, as indicated above, and shall preside over the meetings of the Board of Directors, and may be one of the two Haitian voting members. The other co-President shall be one of the two citizens of the United States of America. It shall be his duty to represent the holders of the bonds of 1922 and 1923 and to coordinate and direct the functions and activities of the two Vice Presidents, who shall be elected by the Board of Directors of the Bank, and who may be members of the Board. One of the Vice Presidents shall be charged with supervising and carrying out the commercial operations of the Bank, and the other shall be charged with supervising and carrying out the fiscal functions of the Bank, under the immediate direction of the President who shall be responsible for such work.

“Any voting member of the Board of Directors of the Bank who is unable to attend a meeting of the Board may give a proxy to any other member of the Board of Directors.

“The Board of Directors shall exercise with respect to the fiscal functions of the Bank the powers hereinafter set forth. The Fiscal functions of the Bank shall be undertaken by a Fiscal Department to be operated in accordance with the regulations issued by the Board of Directors pursuant to such powers.

“The Board of Directors shall continue to exercise with respect to all other functions of the Bank the powers set forth in the charter and by-laws of the Bank.”

I await Your Excellency's Note in reply confirming the amendments to the text of Article III as set forth above and containing the full text in the French language of the Article as amended.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

HAROLD H. TITTMANN

His Excellency

Dr. JEAN PRICE-MARS,  
*Secretary of State for Foreign Affairs,*  
*Port-au-Prince.*

*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

SECRETARY OF STATE  
FOR FOREIGN AFFAIRS

No. DEC/A-3:869

PORT-AU-PRINCE, *September 30, 1946*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of note No. 10 dated September 30, 1946, in which Your Excellency informs me of the acceptance by your Government of the amendments of Article III of the Executive Agreement of September 13, 1941, envisaged in Your Excellency's note of September 23 and mine of September 26.

In reply, I have the honor to confirm also the acceptance by my Government of the said amendments which relate to the number of members of the Board of Directors of the National Bank of the Republic of Haiti and to their term of office.

Consequently, the text of Article III, as amended, becomes the following:

[For text of art. III, as amended, see U.S. note, above.]

Please accept, Mr. Ambassador, the assurances of my very high consideration.

DR. PRICE-MARS

His Excellency

HAROLD H. TITTMANN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America**Port-au-Prince*

## FOOD PRODUCTION PROGRAM

*Agreement signed at Port-au-Prince December 27, 1946, modifying and extending agreement of August 28, 1944*

*Entered into force December 27, 1946*

*Program superseded June 30, 1950, by agreement of September 18 and 27, 1950*<sup>1</sup>

62 Stat. 3965; Treaties and Other  
International Acts Series 2061

### SECOND EXTENSION AGREEMENT

Relative to the Extension of the Cooperative Program in Food Production undertaken by the Government of the Republic of Haiti and the Government of the United States of America

This Second Extension Agreement between the Government of the Republic of Haiti (hereinafter called the "Government"), represented by Maurice Latortue, Minister of Agriculture of the Government of Haiti (hereinafter called the "Minister"), and the Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute"), represented by W. C. Brister, Vice President of the Institute, is entered into for the purpose of recording this second extension and modification of the cooperative program which was undertaken pursuant to a Memorandum of Agreement (hereinafter called the "Basic Agreement") executed on August 28, 1944<sup>2</sup> by W. C. Brister, Vice President of the Institute, and M. Dartigue, the Minister. The Basic Agreement was extended until December 31, 1946 pursuant to the Extension Agreement executed on July 20, 1945<sup>3</sup> by W. C. Brister, Vice President of the Institute and M. Dartigue, Minister of Agriculture of the Government of Haiti.

#### CLAUSE I

The parties hereto mutually intend, agree and declare that the Basic Agreement, as extended, be and hereby is further extended for an additional period of eighteen months, beginning the first day of January, 1947 and continuing until the thirtieth day of June, 1948, and modified according to the clauses hereinafter set forth.

<sup>1</sup> 1 UST 780; TIAS 2154.

<sup>2</sup> TIAS 2061, *ante*, p. 776.

<sup>3</sup> TIAS 2061, *ante*, p. 789.

## CLAUSE II

The financial obligations of the Institute and the Government of the Republic of Haiti under the Basic Agreement are considered to have been fulfilled by the contribution of \$125,000 (USC) in United States currency, materials, supplies and equipment of any kind by the Institute; and by the contribution of Gourdes equivalent to \$50,000 (USC) by the Government. In the same manner, the financial obligations of the Institute and Government under the Extension Agreement are considered to have been fulfilled by the contribution of \$50,000 (USC) in United States currency, materials, supplies, and equipment of any kind by the Institute; and by the contribution of Gourdes equivalent to \$50,000 (USC) by the Government. Any of these funds remaining unexpended at the expiration of the Extension Agreement shall continue to be available for the purposes of the cooperative program of Food Production provided for in this Second Extension Agreement.

## CLAUSE III

The Cooperative Food Production Program shall be financed by the parties during the period comprehended by this agreement as follows:

(a) The Institute shall contribute a sum not to exceed Fifty Thousand Dollars (\$50,000 USC) which shall be deposited in the joint account which has already been established, entitled "Cooperative Food Production Program—The Institute of Inter-American Affairs" (hereinafter called the "Joint Account"), in the following manner:

On or before January 1, 1947	\$25,000
On July 1, 1947	15,000
On December 31, 1947	10,000
	<hr/>
Total	\$50,000

(b) The Institute may withhold from the deposits called for by CLAUSE III (a) the estimated amounts deemed necessary by the Minister and the Chief of Field Party to pay for the purchase in the United States of America of materials, supplies and equipment, and other disbursements relating to the execution of this program. Any funds so withheld by the Institute shall be considered as if deposited under the terms under CLAUSE III (a) hereof but, if they are not expended or obligated for such purposes, they shall be deposited in the Joint Account at any time upon the mutual agreement of the Minister and the Chief of Field Party of the Institute in Haiti.

(c) In addition to the sum to be deposited in the Joint Account under CLAUSE III (a) hereof, the Institute will make a separate allocation of funds necessary to pay the salaries, living expenses, travel and transportation costs and other administrative and technical expenses of the members of the Institute Field Party and of other Institute employees in Haiti during the period comprehended by this Second Extension Agreement. The estimated sum of

approximately \$150,000 USC will be allocated for these purposes separately and apart from the funds to be deposited in the Joint Account by the Institute.

(d) The Government shall deposit into the Joint Account the equivalent in Haitian currency of One Hundred Seventy-Five Thousand Dollars (\$175,000 USC) at the conversion rate of five ( 5) Gourdes per U.S. Dollar in the following manner:

On or before January 1, 1947	\$87, 500
On or before July 1, 1947	87, 500
Total	<u>\$175, 000</u>

(e) By written agreement between the Minister and the Chief of Field Party of the Institute in Haiti, the schedule for making deposits as provided under CLAUSES III (a) and (d) hereof may be amended as required by the needs of the program.

(f) Contributions, in addition to those set out in CLAUSES III (a) and (d) hereof, may be received and deposited in the Joint Account from any source whatsoever and expended by it, in the same manner as other funds, for the uses and objectives in the cooperative program in Food Production.

(g) Any funds deposited in the Joint Account which may be unexpended and unobligated at the termination of the period comprehended by this Second Extension Agreement, will remain the property of the Government and continue to be used in furtherance of the purposes of the cooperative program. However, in order to insure the realization of the objectives of the Cooperative Program of Food Production, the Minister and the Chief of Field Party of the Institute in Haiti will determine by mutual agreement the precise use and the disposition to which all such unexpended and unobligated funds and property will be applied after the expiration of this Second Extension Agreement.

(h) By mutual agreement between the Minister and the Chief of Field Party of the Institute in Haiti, funds deposited in the Joint Account may be used to reimburse or to defray the salaries, living expenses, travel and transportation costs and other expenses of such additional members of the Institute Field Party and other Institute employees in Haiti as the parties mentioned may agree are necessary to be employed. Such funds may be contributed or granted for such purposes from the Joint Account to the Institute or to any other organization, but in every case the Minister and the Chief of Field Party will enter into a written project agreement setting forth the scope and other necessary terms of such contributions or grants.

#### CLAUSE IV

The Chief of Field Party, acting on behalf of the Institute, shall be allowed to withdraw imports and all other shipments from the customs ware-

house upon his certification to the Director of Customs that the imports and shipments received consist of equipment or materials to be used in connection with the conduct of the activities of the Cooperative Food Production Program.

CLAUSE V

The administrative policy and procedures heretofore established by joint action of the Minister and the Chief of Field Party, pursuant to, and in order to carry out the terms of the Basic Agreement and the Extension Agreement, will continue to apply with respect to the Cooperative Food Production program for the period comprehended under this second Extension Agreement.

CLAUSE VI

The Agreement and the Extension Agreement heretofore referred to, shall remain in full force and effect for the purposes of extending the Cooperative Food Production program through June 30, 1948, except as they are modified by or are inconsistent with this Second Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Extension Agreement to be executed by their duly authorized representatives, in duplicate, in the English and French languages at Port-au-Prince, Haiti this twenty-seventh day of December, 1946.

For the Republic of Haiti

By MAURICE LATORTUE  
*Minister of Agriculture*

For the Institute of Inter-American Affairs

By W. C. BRISTER  
*Vice President*

# COOPERATIVE EDUCATION PROGRAM

*Agreement signed at Port-au-Prince May 19, 1947, with appendixes  
Entered into force May 19, 1947*

Department of State files

## AGREEMENT

Relative to the Termination of the Cooperative Program in Education Undertaken by the Republic of Haiti and the Inter-American Educational Foundation, Inc.

This Agreement, made between the Republic of Haiti, represented by Emile St. Lot, Secretary of State for National Education in the Republic of Haiti, (hereinafter called the "Secretary") and the Inter-American Educational Foundation, Inc., a corporate instrumentality of the Government of the United States of America (hereinafter called the "Foundation"), represented by Dr. J. Max Bond, Special Representative of the Foundation in Haiti, (hereinafter called the "Special Representative"), is entered into for the purpose of recording the termination of, and providing for the disposition of certain assets relative to, the cooperative educational program in Haiti which was undertaken pursuant to the agreement executed on April 30, 1944<sup>1</sup> by the Republic of Haiti and the Foundation, as amended by the Supplemental Agreement executed by the same parties on May 24, 1945,<sup>2</sup> (both of which agreements are hereinafter collectively referred to as the "Basic Agreement").

## CLAUSE I

The parties hereto declare in mutual agreement that the cooperative educational program undertaken pursuant to the Basic Agreement has been carried out and completed in a satisfactory manner and especially desire to record the following:

A. The Republic of Haiti, pursuant to the Basic Agreement, has contributed or otherwise made available to the cooperative educational program the sum of G250,000. (\$50,000. US) and has expended for construction of buildings at normal schools the further sum of at least G50,000. (\$10,000.

<sup>1</sup> *Ante*, p. 770.

<sup>2</sup> *Ante*, p. 786.

US) making a total expenditure on the part of the Republic for the program of G300,000. (\$60,000. US). In addition, the Republic of Haiti has contributed voluntarily to the cooperative educational program certain other assets, facilities and services which are more particularly set forth in Appendix A attached hereto and made part of this Termination Agreement.

B. The Foundation, pursuant to the Basic Agreement, has contributed or otherwise made available to the cooperative educational program the sum of \$46,028.46 (G230,142.30). In addition, the Foundation has made available to the Republic of Haiti the services of the United States technicians and specialists called for in the Basic Agreement and certain other technicians and specialists have also been furnished by the Foundation in connection with the cooperative educational program. The value of all such additional services and other contributions to the program by the Foundation is estimated to be in the amount of approximately \$134,840.73, a summary statement of which is attached hereto as Appendix B to this Termination Agreement. The parties hereto take this occasion to renew their approval of the collaboration of the United States technicians and specialists in the administration of the affairs of the Commission Cooperative Haitiano-Americaine d'Education (hereinafter called the "Commission") and to ratify their activities in connection with the same.

C. The Commission has fulfilled to the entire satisfaction of the parties to the Basic Agreement its functions as the Haitian organization established for the realization of the objectives of the cooperative educational program undertaken by the Republic of Haiti and the Foundation.

## CLAUSE II

As a part of the operations of the Commission a number of activities and projects were undertaken, a complete list of which with their respective costs is contained in Appendix C attached hereto and made a part of this Termination Agreement. All of such activities were undertaken and carried out in accordance with budgets and/or project agreements approved by authorized officials of the Republic of Haiti and the Foundation and the parties hereby ratify and approve in all respects whatsoever the character of the activities undertaken, the methods of administration and the costs of such activities as described in the said Appendix C and the Completion Agreement executed by the Secretary and the Special Representative on May 19, 1947. All of such projects and activities were terminated as Commission functions on or prior to April 29, 1947 and arrangements made for their future continuation and operation under other auspices, if their continued operation after that date was desired. All of the approved annual budgets, project agreements and the Completion Agreement are incorporated herein by reference and made a part hereof.

## CLAUSE III

In accordance with the Basic Agreement all property of the Commission remaining at the close of April 29, has been transferred to the Republic of Haiti which shall have the right to retain the same and to apply it to such uses as it deems advisable.

## CLAUSE IV

In order to provide for the orderly liquidation of all outstanding obligations and termination of the activities of the Commission, the Secretary and the Special Representative, by agreement dated April 29, 1947, a copy of which is attached hereto as Appendix D and made a part of this Termination Agreement, allocated G2,500. (\$500.00 U.S.) from the general account of the Commission for payment of administrative and other miscellaneous expenses involved in liquidating the activities of the Commission. The parties hereby ratify and confirm such agreement and agree that the funds set aside thereby have been used for the purposes described therein. In such agreement it was estimated that the liquidation of the Commission would require a period of not to exceed one month ending May 31, 1947. However, the liquidation has been completed as of May 13, 1947 and all of its obligations paid except as provided in CLAUSE V hereof. A final financial statement showing the income and expenditures of the Commission as of May 13, 1947 and taking into consideration the above mentioned administrative liquidation account of the Commission is attached hereto as Appendix E and made a part of this Termination Agreement. The unexpended balance of Commission funds shown in the financial statement is tendered herewith and paid over to the Republic of Haiti and the receipt thereof is hereby acknowledged. The Republic agrees to use such balance in furthering the general objectives of the Cooperative Educational program.

## CLAUSE V

It is recognized by the parties that certain obligations incurred in carrying out the cooperative educational program remain unpaid at the termination of the liquidation of the Commission. The parties estimate these obligations to be in a total amount not exceeding G5,000. (\$1,000. U.S.) represented entirely by amounts owing on account of purchases which have been made in the United States by the Foundation for the program. In view of the fact that claims were not presented for payment of these obligations prior to the completion of the liquidation of the Commission and that plans and arrangements have been made for the application to other purposes of the balance of G4,548.65 shown on Appendix E attached to this Termination Agreement, the Foundation agrees to assume and does hereby assume the payment of the said unpaid obligations in the amount of not to exceed G5,000. (\$1,000. US). The parties hereby recognize such payment as a further contribution

by the Foundation to the cooperative educational program in addition to the contributions required by the Basic Agreement. It is specifically understood and agreed however, that the obligation assumed hereby by the Foundation extends only to the actual total amount of the costs of such purchases already made in the United States and miscellaneous charges heretofore or hereafter incurred in connection therewith and that there is no obligation on the part of the Foundation to make available to the Republic of Haiti, or for its benefit, any additional funds for any purpose whatsoever. This shall not be construed as preventing the return by the Foundation to the Republic of Haiti of unused training funds, if any, as contemplated by CLAUSE VI hereof. Future deliveries of articles heretofore purchased in the United States for the cooperative program shall be exempt from Haitian customs and other import duties.

#### CLAUSE VI

In order to carry out a training program in the United States in the field of education for Haitian personnel, certain funds contributed to the cooperative educational program by the parties hereto, were placed on deposit with the Institute of International Education in the United States. This training program is currently in progress and is expected by the parties to be completed on or about June 30, 1948 through the use of the deposited funds. The Foundation will continue to provide certain professional guidance and direction for the trainees without charge and will continue to collaborate with the Institute of International Education in arranging for the payment, from the mentioned funds on deposit, of certain direct costs of the training program such as, travel, per diem, stipend for living expenses, insurance and other miscellaneous expenses presently allowed trainees under the training program. Periodic reports will be made by the Foundation as to the Secretary with respect to the trainees and the funds on deposit with the Institute.

Upon termination of the arrangements between the Foundation and the Institute with respect to the training program, the Institute and the Foundation are authorized to make such arrangements as may be mutually satisfactory to them providing for the transfer to the Foundation of the then balance of the funds previously deposited with the Institute as above described. The Foundation is authorized to make appropriate arrangements to carry out thereafter the same functions now being performed by the Institute with respect to the training program. In the event the funds presently held by the Institute prove to be insufficient to meet the mentioned direct costs of such training program, the Republic of Haiti agrees to make available to the Foundation, upon the request of the Foundation, such additional amounts as may be necessary to pay for such additional direct expenses. On the other hand should such present funds on deposit be more than are adequate to cover all of the direct costs in question, the Foundation agrees to return such excess funds to the Republic of Haiti upon completion of the training pro-

gram. In no event however, will the Foundation be under any obligation to pay the direct costs of such training program which are in excess of the amounts presently on deposit with the Institute of International Education.

#### CLAUSE VII

All funds which will not have been used and which will remain in the Washington Office after all expenses have been paid will be transferred to the Institute of International Education and will be used to cover the expenses of new recipients of scholarships to the United States.

#### CLAUSE VIII

The Foundation may continue to maintain personnel in the Republic of Haiti for such period of time as may be necessary to conclude the affairs and activities of the Foundation and to liquidate its obligations. During such period the Foundation and its personnel shall continue to enjoy the same rights, privileges and exemptions which were extended to them in Haiti during the operation of the cooperative educational program and which are provided for in the Basic Agreement. The parties recognize that the Special Representative has the necessary authority to proceed, either personally or through delegates appointed by him, to perform such acts, to make such arrangements, to execute such instruments or agreements, and in general to do all things and to take all necessary actions to effect the liquidation of the affairs of the Foundation in Haiti.

IN WITNESS WHEREOF, the undersigned, duly authorized by the parties hereto, execute this Termination Agreement in quadruplicate, in the French and English languages, in the city of Port-au-Prince, Haiti, this 19 day of May, nineteen hundred and forty-seven.

Republic of Haiti

By E. SAINT LOT  
*Secretary of State for  
National Education*

Inter-American Educational Foundation, Inc.

By J. MAX BOND  
*Special Representative  
in Haiti*

## APPENDIX A

STATEMENT OF CONTRIBUTIONS BY THE REPUBLIC OF HAITI OTHER THAN  
CONTRIBUTIONS REQUIRED BY THE BASIC AGREEMENT

Telephone Service (Discount allowed on telephone service for 30 months at G 15.00 per month) . . . . .	G	450.00
Tax exemption on gasoline purchases (Computed on basis of \$0.16 US on each gallon for 35 months averaging 450 gallons (estimated) per month) . . . . .		12,600.00
Customs duties (Exemption from payment of duties on equipment and sup- plies shipped from the United States (estimated)) . . . . .		8,019.05
Construction (Value of construction of buildings and other facilities at normal schools in excess of amount required to be expended by Basic Agreement) . . . . .		2,281.05
Total value of such contributions . . . . .	G	23,350.10
Equivalent in U.S. Cy. . . . .		\$4,670.02

## APPENDIX B

STATEMENT OF CONTRIBUTIONS BY THE FOUNDATION OTHER THAN  
CONTRIBUTIONS OF CASH MADE PURSUANT TO THE BASIC AGREEMENT*Costs of Field Party Administration*

Personal services . . . . .	\$104,534.84
Travel . . . . .	4,731.52
Transportation of things . . . . .	1,385.95
Communications . . . . .	827.84
Other contractual services . . . . .	688.06
Entertainment . . . . .	667.46
Supplies . . . . .	94.06

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 \$112,909.73

In addition to the above expenses which were paid by the Foundation on the aforesaid purposes the following charges were also incurred and paid by the Foundation in connection with the cooperative educational program in Haiti:

Services of special educators sent to Haiti under Foundation Special Project B-EF- 54 . . . . .	\$4,846.63
Expenses incurred in furnishing training for Mme. Luce Duvivier in the U.S. under Special Project B-EF-54 . . . . .	1,449.37
Amount paid to Institute of International Education for performing certain services on behalf of Haitian personnel receiving training in the U.S. . . . .	1,428.00
Cost of special English Teaching program con- ducted in Haiti by Foundation under Special Project SE-1409 . . . . .	14,207.00

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 21,931.00

Total of above contributions by Foundation . . . . .	\$134,840.73
Equivalent in Gdes . . . . .	G 674,203.65

## APPENDIX C

STATEMENT OF PROJECTS AND OTHER ACTIVITIES UNDERTAKEN BY THE  
COMMISSION

<i>Name of Project or Activity</i>	<i>Cost</i>
Administration . . . . . (For all costs of administration)	G 202,562.56
Training Grants . . . . . (Scholarships and training grants for Haitian personnel)	143,640.93
English Teaching . . . . . (To promote wider knowledge of English)	6,466.18
Manual Arts . . . . . (To provide training in handcrafts)	4,545.45
Normal School (Teacher Training) . . . . . (To assist in improving teacher training courses and facilities)	15,568.21
Science . . . . . (For promotion of courses in elementary science)	3,052.00
Health Education . . . . . (To provide wider dissemination of materials and knowledge relating to hygiene and home economics)	15,961.42
Ceramics . . . . . (To assist in the training of Haitian personnel in a new activity)	25,541.84
Publications . . . . . (To cover costs of publishing teaching and other educational material)	2,069.15
Miscellaneous . . . . . (For purchase of teaching supplies and related materials)	54,884.77
Total cost of all projects and activities . . . . .	G 474,292.51
Equivalent in US Cy. . . . .	\$94,858.50

## APPENDIX D

*April 29, 1947*

## MEMORANDUM

To: Mr. Emile St Lot  
Secretary of State for National Education

From: J. Max Bond (Sgd.) J. MAX BOND  
Special Representative of the Inter-American Educational Foundation

Subject: Liquidation of the Affairs of the Commission Cooperative Haitiano-Americaine d'Education

In accordance with the Basic Agreement between the Republic of Haiti and the Inter-American Educational Foundation, Inc. the cooperative program of education undertaken in Haiti pursuant to such agreement will terminate at the end of April 29, 1947.

All projects and activities of the Commission Cooperative Haitiano-Americaine d'Education will be closed as of that date and all unexpended and unobligated funds of these various undertakings of the Commission will

revert to the general unallocated funds of the Commission. No new obligations will be created except as modified by the terms of the following paragraph.

In order to provide for a prompt and efficient liquidation of the work of the Commission, it will be necessary for certain Commission administrative employees to remain and continue working for varying periods, none of which shall be longer than through the month of May 1947. To defray the salaries of such personnel and to pay other miscellaneous administrative expenses necessary to the proper liquidation of the Commission's activities, it will be necessary to establish a special Program Liquidation Account and to allocate the necessary funds from the General Account of the Commission. It is estimated that the total amount needed for this purpose will not exceed G 2,500. (\$500). Accordingly it is proposed that such amount be allocated for such purposes. Upon completion of the liquidation period in question the remaining portion of such funds will be disposed of in accordance with the provisions of the Termination Agreement between the Republic of Haiti and the Foundation covering the termination of the cooperative program.

This memorandum of agreement will be attached to and form a part of the mentioned Termination Agreement.

If the foregoing provisions are satisfactory to you please sign and return to this Office the two enclosed copies of this memorandum.

Approved by: E. SAINT LOT  
*Secretary of State  
for National Education*

J. MAX BOND

#### APPENDIX D-1

##### DEPARTMENT DE L'EDUCATION NATIONALE

SECRETAIRERIE D'ETAT  
DE L'EDUCATION NATIONALE  
No. C-8 : 9130

PORT-AU-PRINCE, *le 7 Mai 1947*

Mr. J. MAX BOND  
*Director de la Commission Cooperative  
Haitiano-Americaine d'Education*  
In his Office.

#### DIRECTOR :

Hereby you are authorized to make the necessary expenses relative to the installation and the connection of two Ceramics kilns, transported to the Department of National Education.

It is understood that these expenses will not exceed the sum of THIRTY FIVE DOLLARS & 00/100 (\$35.00) and will be taken from the "Liquidation Account" pursuant to the Memorandum for Agreement as of April 29, 1947.

Very truly yours,

EMILE ST LOT  
*Secretary of State*

Approved:  
J. MAX BOND

## APPENDIX E

FINAL FINANCIAL STATEMENT OF THE COMMISSION  
AT THE CLOSE OF MAY 13, 1947

## RECEIPTS

From the Republic of Haiti		
Cash		G 249, 999. 95
From the Inter-American Educational Founda- tion, Inc.		
Cash	(\$31, 800. 00)	159, 000. 00
Materials	( 14, 228. 46)	71, 142. 30
		<hr/>
TOTAL RECEIPTS		G 480, 142. 25

## DISBURSEMENTS

For projects and other activities (See Appendix C)		G 474, 292. 51
For liquidation purposes after April 29, 1947, the date on which the cooperative pro- gram ended		1, 301. 10
		<hr/>
Total		475, 593. 61
Less: Conversion loss		. 01
		<hr/>
NET TOTAL DISBURSEMENTS		475, 593. 60
		<hr/>
BALANCE <sup>1</sup>		4, 548. 65
		<hr/> <hr/>

Equivalent in U.S. cy.:	
Receipts	\$96, 028. 45
Disbursements	95, 118. 72
	<hr/>
Balance <sup>1</sup>	909. 73
	<hr/> <hr/>

<sup>1</sup> The balance of G 4,548.65 (\$909.73 US) is to be paid over to the Republic of Haiti in accordance with the provisions of CLAUSE VI of this Termination Agreement.

## FINANCES

*Exchange of notes at Port-au-Prince July 4, 1947*

*Entered into force July 4, 1947*

*Expired October 1, 1947, upon termination of agreement of September 13, 1941*<sup>1</sup>

61 Stat. 3097; Treaties and Other  
International Acts Series 1643

*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

SECRETARY OF STATE  
OF FOREIGN RELATIONS

No. SG/A-3: 903

PORT-AU-PRINCE, July 4, 1947

MR. AMBASSADOR:

I have the honor to inform Your Excellency that, on or before August 1, 1947, the Government of the Republic of Haiti will, in conformity with Article 5 of the loan contracts for bonds in Series A and C of 1922-23, issue redemption notices for October 1, 1947 of all bonds of those issues and certificates of interest on Series C bonds and will announce that in this connection and for other public purposes the Government of the Republic of Haiti desires to proceed immediately to the floating of an internal loan amounting to the sum of 10 million dollars.

To the extent that this may be necessary, the proceeds of the internal loan proposed will be utilized in the first place exclusively for the redemption of said bonds and certificates of interest. To this end, the proceeds of the internal loan will be turned over to the designated representative in Haiti of the Series A and C bondholders immediately upon receipt of such proceeds by the Government of the Republic of Haiti and this representative will have said proceeds converted into dollars of the United States of America as promptly as possible and will have the amount transferred to the fiscal agent of the loans. In order further to ensure the redemption of said bonds and certificates of interest by October 1, 1947, my Government will confer upon the fiscal agent of the loans irrevocable power to have notice of the redemption of said bonds issued, in the name of my Government, in the prescribed manner, and

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<sup>1</sup> EAS 220, *ante*, p. 739.

will obtain from the National Bank of the Republic of Haiti and remit to your Government and to the fiscal agent, before the first publication of such redemption notice, the undertaking of the said Bank that, by October 1 or before, the fiscal agent will have on deposit, in trust for the redemption of said bonds and certificates of interest on the said date a sum of United States dollars (in funds immediately available in the city of New York) sufficient for their redemption.

In this connection, I refer Your Excellency to the second paragraph of Article 7 of the Executive Agreement of September 13, 1941, which provides that, until the complete amortization of all the bonds of the foreign debt of 1922-23 of the Government of Haiti, the public debt of the Republic of Haiti shall not be increased except upon previous agreement between the Governments of the United States of America and the Republic of Haiti.

I should appreciate it if Your Excellency would confirm what my Government believes, namely that the Government of the United States sees no objection to the floating of the internal loan and that, when the redemption notices for said bonds in Series A and C and certificates of interest in Series C bonds shall have been issued in conformity with the loan contracts and when sufficient funds for their redemption shall have been deposited in the hands of the fiscal agent in trust for the redemption of said bonds and certificates of interest by October 1, 1947, as provided for above, the Government of the United States will consider that the conditions stipulated in the second paragraph of Article 11 of the Agreement of September 13, 1941 will have been fulfilled.

I have the honor to inform Your Excellency that my Government will consider this note together with your note in reply containing the approval of your Government as constituting an agreement between our two Governments in the above terms, in relation to the proposed Haitian internal loan and the redemption of the foreign bonds of 1922 and 1923 in circulation and of the certificates of interest.

Please accept, Mr. Ambassador, the assurance of my high consideration.

ED TH MANIGAT

AV

His Excellency

Mr. HAROLD H. TITTMANN,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
PORT-AU-PRINCE, HAITI, July 4, 1947

No. 263

## EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of July 4, 1947, with reference to the desire of Your Excellency's Government to float an internal loan in connection with its intention to redeem in their entirety the bonds and certificates of interest in Series C bonds of the external debt of 1922-1923 of the Government of Haiti.

In reply to the inquiry in Your Excellency's note of July 4, 1947, I take pleasure in informing you, pursuant to instructions from my Government, as follows:

The Government of the United States of America is agreeable to the proposed internal loan.

The Government of the United States of America will consider the full execution of the undertakings set forth in your note, including the calling for redemption of the outstanding bonds of Series A and C and certificates of interest in Series C bonds and the deposit of monies with the fiscal agent in trust for the redemption of such bonds and certificates of interest, all as set forth in your note, as meeting the conditions set forth in the second paragraph of Article 11 of the Executive Agreement of September 13, 1941.

The Government of the United States of America will consider Your Excellency's note, together with this note in reply, as constituting an agreement between the two Governments under the terms outlined above with respect to the proposed Haitian internal loan and redemption of outstanding external bonds of 1922-1923.

Accept, Excellency, the renewed assurances of my high consideration.

HAROLD H. TITTMANN

His Excellency

EDMÉ TH. MANIGAT

*Secretary of State for Foreign Affairs  
Port-au-Prince*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Port-au-Prince September 25 and 27, 1947; extension agreement signed at Port-au-Prince September 30, 1947  
Entered into force September 27, 1947; operative September 30, 1947  
Program expired June 30, 1960*

61 Stat. 3651; Treaties and Other  
International Acts Series 1693

### EXCHANGE OF NOTES

*The American Chargé d'Affaires ad interim to the Secretary of State for  
Foreign Affairs*

AMERICAN EMBASSY  
PORT-AU-PRINCE, September 25, 1947

#### EXCELLENCY:

I have the honor to refer to the letters exchanged between the President of the Republic of Haiti and the Acting Secretary of State of the United States of America, dated April 7, 1942,<sup>1</sup> relating to the establishment of a cooperative health and sanitation program in Haiti as modified by the notes exchanged between the American Ambassador to the Republic of Haiti and the Secretary of State for Foreign Affairs of Haiti on June 29 and July 12, 1944,<sup>2</sup> concerning the same program.

In accordance with the exchange of such letters and correspondence, an agreement was entered into between the Republic of Haiti and the Institute of Inter-American Affairs, pursuant to which the cooperative health and sanitation program was inaugurated in Haiti and a small staff of experts and technicians was sent to Haiti to cooperate with officials of the Haitian Government in realizing the objectives of such program.

I have now been informed by the Department of State in Washington that additional funds amounting to \$25,000 have been made available by the Institute of Inter-American Affairs for the continuation of the cooperative health and sanitation program in Haiti up to and including June 30, 1948. It is understood that the additional \$25,000 to be contributed by the Institute of Inter-American Affairs will be made available on condition that

<sup>1</sup> EAS 425, *ante*, p. 756.

<sup>2</sup> EAS 453, *ante*, p. 774.

the Republic of Haiti contribute \$80,000 for the same program. The contribution by the Institute of Inter-American Affairs will be in addition to payments made by the Institute of Inter-American Affairs directly to or on account of the experts and technicians sent to Haiti by the Institute of Inter-American Affairs in connection with carrying out the cooperative health and sanitation program.

If Your Excellency agrees that the proposed arrangement, as outlined above, is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that final arrangements for signing the Extension Agreement may be made by officials of the Republic of Haiti and the Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ROBERT H. McBRIDE  
*Chargé d'Affaires ad interim*

His Excellency  
EDMÉ MANIGAT,  
*Secretary of State for Foreign Affairs,  
Port-au-Prince.*

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*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires  
ad interim*

[TRANSLATION]

DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS

No. SG/I-3: 1242

REPUBLIC OF HAITI  
PORT-AU-PRINCE, *September 27, 1947*

MR. CHARGÉ D'AFFAIRES,

I have the pleasure of acknowledging the receipt of the note of September 25 of this year in which you inform me that the Institute of Inter-American Affairs has decided to make a complementary contribution of \$25,000 to the sanitation program of the Haitian Government, on condition that the latter agrees to participate on its part to the amount of \$80,000.

In reply, I am happy to inform you that the Haitian Government agrees to renew the agreement which was to expire on September 30 of the present year, on the basis proposed by the Institute.

The necessary steps may therefore be taken for the signing of this supplementary agreement by the officials of the Institute and the representatives of the Haitian Government.

Accept, Mr. Chargé d’Affaires, the assurance of my most distinguished consideration.

EDMÉ TH. MANIGAT

MR. ROBERT H. MCBRIDE  
*Chargé d’Affaires ad interim*  
*of the United States of America.*  
*Port-au-Prince.*

#### EXTENSION AGREEMENT

This Extension Agreement between the Republic of Haiti (hereinafter called the “Republic”), represented by the Secretary of State for Foreign Affairs of the Republic, and The Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the “Institute”), represented by Edwin L. Dudley, Chief of Field Party, Health and Sanitation Division of the Institute (hereinafter called the “Chief of Field Party”), is entered into for the purpose of extending and modifying the cooperative health and sanitation program which was jointly undertaken by the Republic and the Institute pursuant to the agreement entered into between the Republic and the United States, as provided in the notes exchanged between the President of the Republic and the Under Secretary of State of the United States on April 7, 1942, as supplemented and modified by the notes exchanged between the United States Ambassador to Haiti and the Secretary of State for Foreign Affairs of Haiti on June 29 and July 12, 1944, respectively, and as further modified and supplemented by the agreement concerning such program contained in the exchange of correspondence between the Executive Vice President of the Institute and the President of the Republic on July 11 and July 12, 1944 (all of such notes and correspondence being hereinafter collectively referred to as the “Basic Agreement”).

#### CLAUSE I

The parties hereto mutually intend, agree and declare that the term of the Basic Agreement be and hereby is extended for an additional period of nine months beginning the first day of October 1947 and terminating the thirtieth day of June 1948.

#### CLAUSE II

The Institute shall continue to maintain in the Republic of Haiti during the term of this Extension Agreement a field party of technicians and other specialists which shall continue to be under the direction of the Chief of Field Party who shall be acceptable to the Republic and who shall be the representative of the Institute in Haiti in connection with the program to be carried

out in accordance with this Extension Agreement. The Institute field party will continue to operate as the American Sanitary Mission and function in agreement and close cooperation with the Republic as the intermediary between the Republic and the Institute for the execution of the cooperative program of health and sanitation. An appropriate official of the Republic designated by the President of the Republic and hereinafter referred to as the "Representative of the Government of Haiti" shall continue to represent the Republic in the execution of the cooperative program of health and sanitation. The Republic recognizes the Institute as a corporate instrumentality of the Government of the United States of America and that the American Sanitary Mission is a division or office of the Institute.

### CLAUSE III

The parties hereto acknowledge that the obligation of the Republic under the Basic Agreement for the cooperative health and sanitation program is \$150,000 U.S. and that the obligation of the Institute under the Basic Agreement for the same program is \$800,000 U.S. In addition to the mentioned funds required by the Basic Agreement to be contributed by the Republic and the Institute, the cooperative health and sanitation program shall be further financed during the period established by this Extension Agreement as follows:

(a) The Institute agrees to deposit during 1947, in the Banque Nationale de la Republique d'Haiti to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, the sum of \$25,000 U.S.

(b) The Republic agrees to deposit in the Banque Nationale de la Republique to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, the sum of not less than \$80,000 on the following basis:

During	1947	\$40,000
Not later than	March 31, 1948	\$40,000

In addition to the funds described above, it is understood that the Republic, when it is deemed desirable, may make available to the American Sanitary Mission real and personal property, personal services and funds for use in carrying out the cooperative health and sanitation program.

(c) All of the unexpended portion of the funds required to be made available by the Basic Agreement by the parties thereto for the cooperative health and sanitation program shall continue to remain available for such program during the period established by this Extension Agreement. The Funds deposited by the Republic for any particular period or the funds deposited by the Institute for any particular period to the credit of the American Sanitary Mission, the Institute of Inter-American Affairs, as provided in this Extension Agreement, are not to be withdrawn until the corresponding funds,

if any, required to be deposited hereby, for that particular period are deposited by both parties. The Representative of the Government of Haiti and the Chief of Field Party shall determine by mutual agreement the disposition of any unobligated funds remaining to the credit of the American Sanitary Mission, The Institute of Inter-American Affairs, on June 30, 1948.

#### CLAUSE IV

The Institute may withhold from the deposit called for by Clause III(a) hereof the estimated amount deemed necessary by the Representative of the Government of Haiti and the Chief of Field Party to pay for the purchase in the United States of materials, supplies and equipment and other disbursements relating to the execution of the cooperative health and sanitation program. Any funds so withheld by the Institute shall be considered as if deposited under the terms of Clause III(a) hereof but if not expended or obligated for such purposes, they shall be deposited to the account of the American Sanitary Mission in the bank referred to in Clause III(a) hereof at any time upon mutual agreement of the Representative of the Government of Haiti and the Chief of Field Party.

#### CLAUSE V

The salaries, living allowances, travel expenses and any other amounts directly payable to, or on account of, the members of the field party of the Institute, Health and Sanitation Division, in Haiti, shall be paid exclusively from funds of the Institute other than those required by the Basic Agreement and this Extension Agreement to be deposited to the account of the American Sanitary Mission, The Institute of Inter-American Affairs.

#### CLAUSE VI

For the purpose of this Extension Agreement, the Republic grants unto the Institute all of those rights and privileges which are enjoyed by the several official divisions of the Republic. These rights and privileges shall include, for example, postal, telegraph and telephone services, which shall be free whenever possible, and the right to special rates granted to the Departments of the Republic by the domestic companies of maritime, air transportation, telephone and telegraph and similar services. The Institute shall be exempt from payment of custom duties and other inposts on materials imported into Haiti for its official use in carrying out the cooperative health and sanitation program. The employees of the Institute who are citizens of the United States engaged in carrying out the aforesaid cooperative program of health and sanitation shall be exempt from all taxes, sales or Social Security taxes with respect to income on which they are obligated to pay income or Social Security taxes to the Government of the United States of America. Such em-

ployees and the immediate members of their families with them in Haiti shall also be exempt from the payment of custom and import duties on their personal effects, equipment and articles imported into Haiti for their personal use.

#### CLAUSE VII

All real and personal property acquired with funds required to be deposited to the account of the American Sanitary Mission, The Institute of Inter-American Affairs, pursuant to the Basic Agreement and this Extension Agreement shall become the property of the Republic whenever agreed upon by the Representative of the Government of Haiti and the Chief of Field Party during the term of this Extension Agreement, but no later than the termination thereof.

#### CLAUSE VIII

Any right, power or duty conferred by the Basic Agreement and this Extension Agreement upon either the Representative of the Government of Haiti or the Chief of Field Party may be delegated by the recipient thereof to representatives, provided such representatives are considered satisfactory by the other party hereto.

#### CLAUSE IX

The Republic will take the necessary steps to obtain legislation, decrees, orders or resolutions necessary to carry out the terms of this Extension Agreement.

#### CLAUSE X

This Extension Agreement shall supplement the provision of the Basic Agreement, the terms and provisions of which, in so far as they are not contrary to or inconsistent with the terms and provisions of this Extension Agreement shall continue in full force and effect during the term covered by this Extension Agreement.

#### CLAUSE XI

This Extension Agreement shall become effective as soon as diplomatic notes confirming and accepting this Extension Agreement have been exchanged by the Secretary of State for Foreign Affairs of the Republic and the Ambassador of the United States of America to Haiti or upon the date of execution hereof in the event that diplomatic notes approving the extension of the cooperative health and sanitation program, as herein provided, have been exchanged prior to the date of execution of this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in dupli-

cate, in the English and French languages, at Port-au-Prince, Haiti, this 30th day of September, 1947.

For the Institute of Inter-American Affairs

EDWIN L. DUDLEY

For the Government of Haiti

EDMÉ TH. MANIGAT

## FINANCES: WAIVER OF CERTAIN CLAIMS

*Exchange of notes at Port-au-Prince October 1, 1947, terminating  
agreement of September 13, 1941  
Entered into force October 1, 1947*

61 Stat. 4111; Treaties and Other  
International Acts Series 1862

*The American Chargé d'Affaires ad interim to the Secretary of State  
for Foreign Affairs*

AMERICAN EMBASSY  
PORT-AU-PRINCE, *October 1, 1947*

EXCELLENCY:

I have the honor to inform Your Excellency that my Government considers the conditions set forth in Article 11 of the Agreement between the United States of America and Haiti signed September 13, 1941,<sup>1</sup> at Port-au-Prince as having been met and, accordingly, my Government is happy to acknowledge that the provisions of that Agreement automatically cease to have effect on October 1, 1947.

It is the understanding of my Government that no claims shall be advanced by either Government against the other Government on account of any act of the citizens of the United States who have served as members of the Board of Directors of the National Bank of Haiti or as employees of the bank pursuant to the Agreement of September 13, 1941. I should appreciate it if Your Excellency would inform me whether your Government concurs in this understanding.

Accept, Excellency, the renewed assurance of my high consideration.

ROBERT H. McBRIDE  
*Chargé d'Affaires ad interim*

His Excellency

EDMÉ MANIGAT,

*Secretary of State for Foreign Affairs,  
Port-au-Prince.*

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<sup>1</sup> EAS 220, *ante*, p. 739.

*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires  
ad interim*

[TRANSLATION]

DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS

REPUBLIC OF HAITI  
PORT-AU-PRINCE, *October 1, 1947*

No. SG/A-3:10

MR. CHARGÉ D'AFFAIRES,

I have the pleasure of acknowledging receipt of the note dated today in which you inform me that the Government of the United States of America considers the conditions of Article 11 of the Agreement between Haiti and the United States of America signed on September 13, 1941 as having been met, and that the said Agreement ceases to have effect today, October 1, 1947.

This Chancellery has taken due note of the two points which are the subject of the aforementioned communication and concurs with the United States Government with respect to the second paragraph of your note.

Please accept, Mr. Chargé d'Affaires, the assurance of my very distinguished consideration.

EDMÉ TH MANIGAT

MR. ROBERT H. McBRIDE,  
*Chargé d'Affaires ad interim*  
*of the United States of America,*  
*Port-au-Prince.*

## FOOD PRODUCTION PROGRAM

*Exchange of notes at Port-au-Prince December 19, 1947, and  
January 5, 1948, supplementing agreement of August 28, 1944, as  
modified and extended*

*Entered into force January 5, 1948*

*Program superseded June 30, 1950, by agreement of September 18  
and 27, 1950*<sup>1</sup>

62 Stat. 3950; Treaties and Other  
International Acts Series 2061

*The American Ambassador to the Minister for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

PORT-AU-PRINCE, HAITI, *December 19, 1947*

No. 433

EXCELLENCY:

I have the honor to refer to the agreement executed on August 28, 1944,<sup>2</sup> between the Minister of Agriculture on behalf of the Government of Haiti and the Vice-President of the Institute of Inter-American Affairs on behalf of the United States, as amended and extended by subsequent agreements signed by representatives of the two parties on July 20, 1945,<sup>3</sup> October 16, 1945,<sup>4</sup> and December 27, 1946,<sup>5</sup> providing for a cooperative program in food production in the Republic of Haiti.

In accordance with such agreements, the cooperative program in food production was inaugurated in Haiti and a small staff of experts and technicians was sent to Haiti by the Institute to cooperate with officials of the Haitian Government in realizing the objectives of such program. As your Government is aware, recent studies made by officials of the Haitian Government in cooperation with members of the field staff of the Institute in Haiti have resulted in a proposal that certain additional activities be undertaken and carried out in order to accomplish more fully the general objectives of the program provided further funds are made available by the Haitian Government and the Institute for such additional activities.

<sup>1</sup> 1 UST 780, TIAS 2154.

<sup>2</sup> TIAS 2061, *ante*, p. 776.

<sup>3</sup> TIAS 2061, *ante*, p. 789.

<sup>4</sup> TIAS 2061, *ante*, p. 795.

<sup>5</sup> TIAS 2061, *ante*, p. 801.

I have now been informed by the Department of State in Washington that the Institute, on behalf of the United States Government, will, if the Government of Haiti so desires, agree to the contribution of additional funds in the amount of \$25,000 to be used in carrying out the program on condition that the Government of Haiti contribute an additional amount having the equivalent in Haitian currency of \$75,000 U.S. Cy.

Except for the contributions of the additional funds, as mentioned above, all of the present terms and conditions provided for in the existing arrangement between the Government of Haiti and the Institute with respect to the cooperative program in food production shall remain in effect during the period covered by the present agreement, that is, through June 30, 1948.

If Your Excellency agrees that the proposed arrangement as outlined above is acceptable to your Government, I should appreciate receiving an expression of Your Excellency's opinion, and agreement thereto as soon as may be possible in order that final arrangements for signing a proposed Supplemental Agreement covering such matters may be made by the officials of the Government of Haiti and the Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HAROLD H. TITTMANN

His Excellency

EDMÉE MANIGAT

*Minister for Foreign Affairs*  
*Port-au-Prince*

*The Secretary of State for Foreign Affairs ad interim to the American Ambassador*

[TRANSLATION]

MINISTRY OF STATE  
FOR FOREIGN RELATIONS

EC/A-4 : 391

REPUBLIC OF HAITI  
PORT-AU-PRINCE, *January 5, 1948*

MR. AMBASSADOR :

Following my letter No. EC/A-4:365 of December 26 last, I have the honor to inform Your Excellency that the Haitian Government is prepared to contribute the amount of \$75,000.00, United States Currency, as an additional share for the implementation of the cooperative program of food-stuffs production.

Consequently, I have the pleasure of notifying your Excellency that the Haitian Government is ready to sign the supplementary Agreement referred to in its letter of December 19 last, No. 433.

I avail myself of this opportunity to repeat to Your Excellency, Mr. Ambassador, the assurance of my very high consideration.

HONORAT

Georges Honorat  
*Secretary of State  
for Foreign Relations ad interim*

His Excellency

MR. HAROLD H. TITTMANN,  
*Ambassador Extraordinary and  
Plenipotentiary of the United States of America  
Port-au-Prince.*

## FOOD PRODUCTION PROGRAM

*Agreement signed at Port-au-Prince January 8, 1948, supplementing agreement of August 28, 1944, as modified and extended; exchange of notes at Port-au-Prince January 13, 1948*

*Entered into force January 13, 1948*

*Program superseded June 30, 1950, by agreement of September 18 and 27, 1950<sup>1</sup>*

62 Stat. 3973; Treaties and Other  
International Acts Series 2061

### SUPPLEMENTAL AGREEMENT

Relative to the Cooperative Program in Food Production undertaken by the Government of the Republic of Haiti and the Institute of Inter-American Affairs.

This Supplemental Agreement between the Government of the Republic of Haiti (hereinafter called the "Republic"), represented by Jean David, Secretary of State for Agriculture of the Republic (hereinafter called the "Secretary of State"), and The Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America (hereinafter called the "Institute") represented by W. Alan Laflin, Chief of Field Party of the Food Supply Division of the Institute in Haiti (hereinafter called the "Chief of Field Party"), is entered into for the purpose of recording a modification of the Cooperative Food Production Program in Haiti which was undertaken pursuant to a Memorandum of Agreement executed on August 28, 1944<sup>2</sup> by the Secretary of the State for Agriculture on behalf of the Government of Haiti and the Vice-President of the Institute, as amended and extended by subsequent agreements signed by representatives of the two parties on July 20, 1945,<sup>3</sup> October 16, 1945<sup>4</sup> and December 27, 1946<sup>5</sup> (all of which agreements are hereinafter collectively referred to as the "Basic Agreement").

<sup>1</sup> 1 UST 780; TIAS 2154.

<sup>2</sup> TIAS 2061, *ante*, p. 776.

<sup>3</sup> TIAS 2061, *ante*, p. 789.

<sup>4</sup> TIAS 2061, *ante*, p. 795.

<sup>5</sup> TIAS 2061, *ante*, p. 801.

## CLAUSE I

The parties hereto mutually intend, agree and declare that the Basic Agreement, as extended, be and hereby is further supplemented and modified according to the Clauses hereinafter set forth.

## CLAUSE II

The parties hereby recognize, and acknowledge their financial obligations with respect to the Cooperative Food Production Program as required by the Basic Agreement to be in the amount of \$175,000 on the part of the Institute which amount has been and is being contributed by the Institute in the form of United States Currency, materials, supplies, and equipment; and an amount equivalent in Haitian currency of \$225,000 (USC) on the part of the Republic in the form of cash contributions to the joint account entitled, "Cooperative Food Production Program—The Institute of Inter-American Affairs" referred to in Clause III of the Extension Agreement signed on behalf of the parties hereto on December 27, 1946.

## CLAUSE III

The Cooperative Food Production Program shall be further financed by the parties during the period ending June 30, 1948 as follows:

A. The Institute shall contribute Twenty-Five Thousand Dollars (\$25,000) which shall be deposited to the credit of the joint account referred to in Clause II hereof on or before January 15, 1948.

B. The Republic shall deposit in the said joint account referred to in Clause II hereof the equivalent in Haitian currency of Seventy-Five Thousand Dollars (\$75,000) (USC), computed at the conversion rate of 5 Gourdes per U.S. dollar in accordance with the following schedule:

On or before the date of execution of this Supplemental Agreement . . . . .	\$25,000
On or before January 15, 1948 . . . . .	25,000
On or before March 15, 1948 . . . . .	25,000
	Total \$75,000 .

C. The funds, deposited to the joint account referred to in Clause II hereof by either the Republic as to its second required deposit (equivalent of \$25,000 USC) or the Institute as to its only deposit of \$25,000, shall not be expended until both such deposits have been made as herein provided.

## CLAUSE IV

All of the terms and conditions of the Basic Agreement which are not contrary to or inconsistent with the provisions of this Supplemental Agreement

shall continue to remain in effect and be completely binding upon the parties hereto.

#### CLAUSE V

This Supplemental Agreement shall become effective as soon as appropriate diplomatic notes confirming and accepting the terms of this Supplemental Agreement have been exchanged between the Secretariat of State for Foreign Affairs of the Republic and the Embassy of the United States of America to Haiti.

IN WITNESS WHEREOF, The parties hereto have caused this Supplemental Agreement to be executed by their duly authorized representatives, in duplicate, in the English and French languages at Port-au-Prince, Haiti, this eighth day of January, 1948.

For the Republic of Haiti  
By     JEAN DAVID  
       *Secretary of State*  
       *for Agriculture*

For the Institute of Inter-American Affairs  
By     W. ALAN LAFLIN  
       *Chief of Field Party*  
       *Food Supply Division in*  
       *Haiti*

#### EXCHANGE OF NOTES

*The American Embassy to the Secretariat of State for Foreign Affairs*

No. 471

EMBASSY OF THE  
UNITED STATES OF AMERICA

The Embassy of the United States of America presents its compliments to the Secretariat of State for Foreign Affairs and has the honor to confirm and accept the Supplemental Agreement between the Government of the Republic of Haiti and the Institute of Inter-American Affairs, a corporate instrumentality of the Government of the United States of America, which was signed at Port-au-Prince the eighth day of January 1948.

PORT-AU-PRINCE, *January 13, 1948*

*The Secretariat of State for Foreign Affairs to the American Embassy*

[TRANSLATION]

MINISTRY OF STATE  
FOR FOREIGN RELATIONS  
SG/A-3:422

The Office of the Secretary of State for Foreign Affairs presents its compliments to the Embassy of the United States of America, and has the honor to inform it that, on the 8th of January, the Secretary of State for Agriculture, Mr. Jean David, and the representative of the Institute of Inter-American Affairs, Mr. W. A. Laflin, signed the new Supplementary Agreement relating to the Cooperative Program for the Production of Foodstuffs undertaken by the Government of the Republic of Haiti and the Institute of Inter-American Affairs.

G. H.

PORT-AU-PRINCE, *January 13, 1948*

## RUBBER PLANTATION INVESTIGATIONS

*Exchange of notes at Port-au-Prince February 3 and 11, 1948, with  
amendment to letter agreement of January 24, 1941*

*Entered into force February 11, 1948*

*Obsolete*

62 Stat. 2041; Treaties and Other  
International Acts Series 1771

*The American Chargé d'Affaires ad interim to the Secretary of State  
for Foreign Affairs*

No. 501

PORT-AU-PRINCE, HAITI, February 3, 1948

EXCELLENCY:

I have the honor to attach hereto an Amendment to the Letter Agreement between the Government of Haiti and the Bureau of Plant Industry of the Department of Agriculture of the Government of the United States of America. The text of this Amendment is in accordance with the Embassy's note No. 449 of December 30, 1947, as modified by the Secretariat of State for Foreign Affairs' note No. EC/A-4:504 of January 28 [26], 1948. Your Excellency will note that the Embassy has concurred with the Secretariat of State's modification, and has incorporated it into the Amendment.

If it may be satisfactory to Your Excellency, I should like to suggest that this Amendment enter into effect upon your reply to this letter, such reply to serve as confirmation of the acceptance of the Haitian Government therein. For the purposes of maintaining appropriate records, I should also be most grateful if, with your reply, Your Excellency might transmit an official French text of the Amendment.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT H. McBRIDE  
*Chargé d'Affaires ad interim*

His Excellency

EDMÉE MANIGAT,

*Secretary of State for Foreign Affairs,  
Port-au-Prince.*

AMENDMENT TO THE LETTER AGREEMENT BETWEEN THE BUREAU OF PLANT  
INDUSTRY AND THE GOVERNMENT OF HAITI DATED JANUARY 24, 1941

ARTICLE I

The Government of Haiti shall permit the importation into Haiti, free of duty or any fee whatsoever, of all material or property of the Government of the United States of America which may be required for these cooperative experiments; and this exemption from duties and fees shall extend to the personal properties of citizens of the United States of America assigned to the cooperative experiments, provided that the resident representative of the United States Department of Agriculture shall certify that such personal properties are not imported for resale.

In the case of the sale in Haiti of these personal effects, a declaration should be made to the Fiscal Department of the National Bank of the Republic of Haiti which will issue statements upon the payment of the customs duties in conformity with the customs law.

ARTICLE II

This Supplementary Agreement shall remain in force as though it were an integral part of the aforesaid Letter Agreement dated January 24, 1941.<sup>1</sup>

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*The Secretary of State for Foreign Affairs to the American Chargé  
d'Affaires ad interim*

[TRANSLATION]

DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS  
EC/A-4: 564

REPUBLIC OF HAITI  
PORT-AU-PRINCE, *February 11, 1948*

MR. CHARGÉ D'AFFAIRES:

I have the pleasure of acknowledging the receipt of the note dated February 3, 1948, under cover of which you communicated to me an Amendment to the Agreement concluded on January 24, 1941, between the Republic of Haiti and the Bureau of Plant Industry, relating to cooperative research on rubber in our country.

I note that the change in Article 1 [I] of that Amendment, proposed by this Chancellery, has been adopted by the Embassy of the United States of America.

In reply, I take pleasure in communicating to you herewith the French translation<sup>2</sup> of the document in question.

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<sup>1</sup> EAS 462, *ante*, p. 781.

<sup>2</sup> Not printed here.

It is clearly understood that the present note of this Chancellery confirms the acceptance of this Amendment by the Haitian Government.

I avail myself of this occasion to renew to you, Mr. Chargé d'Affaires, the assurances of my very distinguished consideration.

E. MANIGAT

MR. ROBERT H. MCBRIDE,  
*Chargé d'Affaires ad interim*  
*of the United States of America,*  
*Port-au-Prince.*

## FOOD PRODUCTION PROGRAM

*Exchange of notes at Port-au-Prince June 25 and 29, 1948, modifying and extending agreement of August 28, 1944*

*Entered into force June 30, 1948*

*Program superseded June 30, 1950, by agreement of September 18 and 27, 1950*<sup>1</sup>

62 Stat. 4029; Treaties and Other  
International Acts Series 2075

*The American Ambassador to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY

No. 711

PORT-AU-PRINCE, HAITI, June 25, 1948

EXCELLENCY:

I have the honor to refer to the Basic Agreement between the Government of Haiti and the Institute of Inter-American Affairs, dated August 28, 1944,<sup>2</sup> as later modified and extended, which provided for the initiation and execution of the existing cooperative program of agriculture in Haiti. I also refer to Your Excellency's note of June 24, 1948 suggesting the consideration by our respective Governments of a further extension of that Agreement.

As Your Excellency knows, the agreement of August 28, 1944, as amended, provides that the cooperative program of agriculture will terminate on June 30, 1948. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Haiti that an extension of such program would be desirable. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of one year, from June 30, 1948, through June 30, 1949. It would be understood that, during such period of extension, the Institute would make a contribution of \$100,000.00 United States currency to the *Service Cooperatif Inter-Americain de Production Agricole* for use in carrying out project activities of the program on condition that your Government would contribute to the Service for the same purpose the sum of at least 1,500,000 Gourdes (\$300,000.00). The Institute would also be willing during the same extension period to make

<sup>1</sup> 1 UST 780; TIAS 2154.

<sup>2</sup> TIAS 2061, *ante*, p. 776.

available an amount not exceeding \$137,012.00 United States currency to be retained by the Institute, and not deposited to the account of the Service, for payment of salaries and other expenses of the members of the Institute Food Supply Field Staff who are maintained by the Institute in Haiti. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Agriculture and the Institute of Inter-American Affairs.

The Government of the United States of America will consider the present Note and your reply Note concurring therein as constituting an agreement between our two Governments which shall come into force on the date of signature of an Agreement by the Haitian Secretary of State for Agriculture and by a representative of the Institute of Inter-American Affairs embodying the above-mentioned technical details.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HAROLD H. TITTMANN  
*American Ambassador*

His Excellency  
EDMÉE MANIGAT,  
*Secretariat of State for Foreign Affairs,  
Port-au-Prince.*

*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF STATE  
FOR FOREIGN RELATIONS

No. SG/A-3 :1.326

REPUBLIC OF HAITI  
PORT-AU-PRINCE, *June 29, 1948*

MR. AMBASSADOR:

I have the honor to acknowledge to Your Excellency the receipt of your letter No. 711, dated the 25th of this month, concerning the renewal of the Agreement of August 28, 1944, for a period of one year ending on August 30 [June 30], 1949.

I have noted that technical details of the said Agreement to be concluded between the Institute of Inter-American Affairs and the Haitian Government must be discussed by the competent officials of the two bodies.

I have the pleasure of informing Your Excellency that the bases shown below:

- a) share of the Haitian Government : \$300,000.00
- b) " of the Institute : \$100,000.00

in addition to an amount of \$137,012.00, intended for the payment of salaries and other expenses of the personnel of the Food Supply, are accepted by the Government of the Republic.

I avail myself of this opportunity to renew to Your Excellency, Mr. Ambassador, the assurance of my high consideration.

EDMÉE MANIGAT

His Excellency

Mr. HAROLD H. TITTMANN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Port-au-Prince June 25 and 30, 1948, extending agreement of April 7, 1942*

*Entered into force June 30, 1948*

*Program expired June 30, 1960*

62 Stat. 2649; Treaties and Other  
International Acts Series 1801

*The American Ambassador to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY

PORT-AU-PRINCE, HAITI, June 25, 1948

No. 710

### EXCELLENCY:

I have the honor to refer to the Basic Agreement between the Republic of Haiti and the Institute of Inter-American Affairs, which arose out of notes exchanged between the President of the Republic of Haiti and the Under Secretary of State of the United States of America on April 7, 1942,<sup>1</sup> as later modified and extended, which provided for the initiation and execution of the existing cooperative health and sanitation program in Haiti. I also refer to Your Excellency's note of June 24, 1948, suggesting the consideration by our respective Governments of a further extension of that Agreement.

As Your Excellency knows, the Basic Agreement under reference provides that the cooperative health and sanitation program will terminate on June 30, 1948. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Haiti that an extension of such program would be desirable. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of one year, from June 30, 1948 through June 30, 1949. It would be understood that, during such period of extension the Institute would make a contribution of \$70,000 United States currency to the *Service Cooperatif Inter-Américain de la Santé Publique* for use in carrying out project activities of the program on condition that your Government would contribute to the Service for the same purpose the sum of

<sup>1</sup> EAS 425, *ante*, p. 756.

at least 1,050,000 Gourdes (\$210,000.00). The Institute would also be willing during the same extension period to make available funds to be retained by the Institute and not deposited to the account of the Service for payment of salaries and other expenses of the members of the Institute Health and Sanitation Field Staff who are maintained by the Institute in Haiti. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Health and the Institute of Inter-American Affairs.

The Government of the United States of America will consider the present Note and your reply Note concurring therein as constituting an agreement between our two Governments which shall come into force on the date of signature of an Agreement by the Haitian Secretary of State for National Education and Public Health and by a representative of the Institute of Inter-American Affairs embodying the above-mentioned technical details.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HAROLD H. TITTMANN  
*American Ambassador*

His Excellency  
EDMÉE MANIGAT,  
*Secretariat of State for Foreign Affairs,  
Port-au-Prince.*

*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

DEPARTMENT OF STATE  
FOR FOREIGN RELATIONS

No. SG/A-3:1.327

REPUBLIC OF HAITI  
*Port-au-Prince, June 30, 1948*

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 710 of June 25 concerning the renewal of the agreement of April 7, 1942 for the period of one year ending June 30, 1949.

I have noted that the technical details of the said agreement to be concluded between the Institute of Inter-American Affairs and the Haitian Government are to be discussed by the competent officials concerned.

I am pleased to inform Your Excellency that the bases listed hereunder:

- a) Contribution of the Haitian Government: \$210,000.00
- b) Contribution of the Institute: 70,000.00

in addition to a certain amount to be determined and allocated for the payment of salaries and other expenses of the Sanitary Mission personnel, are accepted by the Government of the Republic.

I avail myself of this occasion to renew to Your Excellency the assurance of my high consideration.

EDMÉ TH MANIGAT

His Excellency

HAROLD H. TITTMANN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

## AIR FORCE MISSION

*Agreement signed at Washington January 4, 1949*

*Entered into force January 4, 1949*

*Extended by agreements of January 28 and March 2, 1953,<sup>1</sup> and December 3, 1956, and January 7, 1957<sup>2</sup>*

*Amended by agreement of February 20, 1959<sup>3</sup>*

*Terminated May 6, 1963<sup>4</sup>*

63 Stat. 2311; Treaties and Other  
International Acts Series 1863

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HAITI

In conformity with the request of the Government of the Republic of Haiti to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute an Air Force Mission to the Republic of Haiti under the conditions hereinafter specified.

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Secretary of State for National Defense and with the personnel of the Haitian Air Forces with a view to contributing to the development of the air force of the Republic of Haiti.

ARTICLE 2. This Mission shall continue for a period of four (4) years from the date of the signing of this Agreement by the accredited representatives of the Governments of the United States of America and the Republic of Haiti, unless previously terminated or extended as hereinafter provided.

(a) Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two (2) years of service, in which case another member shall be appointed to replace him.

<sup>1</sup> 4 UST 1465; TIAS 2807.

<sup>2</sup> 8 UST 6; TIAS 3728.

<sup>3</sup> 10 UST 380; TIAS 4198.

<sup>4</sup> Pursuant to notice given by Haiti May 6, 1963, under art. 5.

(b) The Government of the Republic of Haiti reserves the right to request, at any time, the recall of a member of the Mission, in which case the Government of the United States of America shall appoint another member to replace him.

ARTICLE 3. If the Government of the Republic of Haiti should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written request to that effect six (6) months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four (4) years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three (3) months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without compliance with the formalities provided for in paragraph (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation on the initiative either of the Government of the United States of America or of the Government of the Republic of Haiti in the event that either of those Governments is involved in civil or foreign hostilities.

## TITLE II

### *Composition and Personnel*

ARTICLE 6. This Mission shall consist of such personnel of the United States Air Force as may be agreed upon between the Secretary of State for National Defense, through the authorized representative of the Government of the Republic of Haiti in Washington, and the Department of the Air Force of the United States of America.

## TITLE III

### *Duties, Rank, and Precedence*

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Secretary of State for National Defense and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall, in the performance of their duties, be responsible, through the Chief of the Mission, to the Secretary of State for National Defense.

ARTICLE 9. Each member of the Mission shall serve on it with the rank he holds in the United States Air Force, and wear the uniform thereof, but shall have precedence over all Haitian officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to the same benefits and privileges as the Regulations of the Army Air Corps of Haiti provide for officers and enlisted men of corresponding rank, with the exception of the provisions of Article 29.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Air Force.

#### TITLE IV

##### *Compensation and Allowances*

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Haiti such net annual compensation as may be agreed upon between the Governments of the United States of America and the Republic of Haiti for each member. This compensation shall be paid in twelve (12) equal monthly instalments, each due and payable on the last day of each month. Such compensation shall not be subject to any tax now in effect or which may hereafter be imposed by the Government of the Republic of Haiti or any administrative or political subdivision of the said Government. If, however, now or hereafter, while this Agreement is in effect, there should be any taxes that might affect that compensation, such taxes shall be borne by the Government of the Republic of Haiti, in order that the compensation agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of arrival in the Republic of Haiti of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue to be paid until termination of duty with the Mission, including the time for the return trip to the United States and any period of accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Haiti, and such payment shall be computed for travel by the shortest route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 15. The Government of the Republic of Haiti shall assume the expenses for the transportation of the personal automobile of each of the members of the Mission from the port of embarkation in the United States of America to his post in the Republic of Haiti, as well as the expenses involved in the transportation of the aforementioned automobile from the Republic of Haiti to the port of entry in the United States of America. The payment of the costs of transporting an automobile, in case personnel may be attached to the Mission on temporary service, shall not be required by this Agreement, but shall be determined by negotiations between the Department of the Air Force of the United States of America and the authorized

representative of the Government of the Republic of Haiti in Washington at such time as such assignments of personnel for such temporary service have been agreed upon.

ARTICLE 16. The Government of the Republic of Haiti shall, upon the request of the Chief of the Mission, approved by the Ambassador of the United States of America or by the Chargé d'Affaires ad interim, grant entry, duty-free, for articles imported by members of the Mission for their personal use and that of the members of their families, not to exceed 25 percent of the total of their annual salary. The Chief of the Mission shall be responsible for the strict observance of the provisions of this Article.

ARTICLE 17. If, for any reason whatsoever, the Government of the United States of America should terminate the service of one or more members of the Mission before completion of the two years of service provided for, the Government of the Republic of Haiti shall not be obligated to pay any expenses, pay, and allowances for the period that such member or members remained in Haiti after termination of service.

If, for any reason whatsoever, the Government of the Republic of Haiti should terminate the service of one or more members of the Mission, it shall be obligated to pay all expenses of repatriation, as well as all pay, allowances, and expenses which would have been paid, if such member or members had reached the expiration of a two-year period of service.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Haiti on official business of the Government of the Republic of Haiti shall be provided by the Government of the Republic of Haiti in accordance with customary official rates in the Army of Haiti.

ARTICLE 19. The Government of the Republic of Haiti shall provide the Chief of the Mission with a suitable automobile, with chauffeur, for his use on official business. Vehicles, with chauffeur, and, when necessary, a suitably equipped airplane shall, upon request, be placed at the disposal of the members of the Mission by the Government of the Republic of Haiti, in so far as it is possible for the latter to do so, for the carrying on of the official business of the Mission.

ARTICLE 20. The Government of the Republic of Haiti shall provide suitable office space for the use of the members of the Mission and shall grant them all facilities for their work, to the extent of its means.

ARTICLE 21. If any member of the Mission, or a member of his family, should die in the Republic of Haiti, the Government of the Republic of Haiti shall have the body transported to such place in the United States of America as the members of his family may decide, but the cost to the Government of the Republic of Haiti shall not exceed the cost of transporting the remains from the place of decease to New York City.

Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his

death. The return trip to New York City of the family of the deceased and the transportation of their household effects, baggage, and automobile shall be provided in accordance with the terms of Article 15. All compensation due the deceased member, including salary for the fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due such member for travel performed on official business of the Government of the Republic of Haiti, shall be paid to the widow of the deceased, or to any other person who may have been designated in writing by the deceased while serving under the terms and provisions of this Agreement; but his widow or any other person shall not be entitled to any compensation for accrued leave due and not taken by the deceased. All compensations due the widow, or any other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

## TITLE V

### *Requisites and Conditions*

ARTICLE 22. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Haiti agrees not to engage the services of a Mission of any other foreign Government for duties of any nature connected with the military air forces of the Republic of Haiti, except by mutual agreement between the Governments of the United States of America and the Republic of Haiti.

ARTICLE 23. Every member of the Mission shall agree not to divulge or in any way disclose to any government or individual any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of his services with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. In the terms of this Agreement, the word "family" is understood, for each member of the Mission, to mean his wife and their minor children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part of such leave with pay for any fractional part of a year. The unused portion of such leave shall be cumulative from year to year during his service as a member of the Mission.

ARTICLE 26. The leave referred to in the preceding Article may be spent in the Republic of Haiti, in the United States of America, or in other countries, but the expenses of travel and transportation shall be borne by the member of the Mission taking such leave. Travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 27. The Government of the Republic of Haiti agrees to grant the leave specified in Article 25, upon written request, approved by the Chief of the Mission, taking into consideration the conveniences of the service.

ARTICLE 28. Any member of the Mission who may be relieved shall continue service with the Mission until the arrival of his replacement, except when otherwise agreed upon between the two Governments.

ARTICLE 29. The Government of the Republic of Haiti undertakes to furnish appropriate medical attention to the members of the Mission and to their families. If a member of the Mission should become ill or be the victim of an accident, he shall, should he so desire, be cared for in the hospitals of the Government of the Republic of Haiti at the expense of that Government. There shall furthermore be provided annually a credit not to exceed 20 percent of the total amount of the annual salaries of the members of the Mission for medical attention that may be furnished them and the members of their families by specialists or in institutions other than the hospitals of the Government of the Republic of Haiti. Expenditures of funds of this nature shall be made by the Government of the Republic of Haiti at the request of the Chief of the Mission. The Government of the Republic of Haiti shall not be responsible for the payment of expenses for medical attention received outside the territory of the Republic of Haiti. Neither shall it be responsible for the payment of any compensation in the case of the permanent physical disability of a member of the Mission.

ARTICLE 30. Any member of the Mission no longer able properly to perform his duties by reason of prolonged physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Robert A. Lovett, Acting Secretary of State of the United States of America, and Joseph D. Charles, Ambassador of the Republic of Haiti in Washington, duly authorized thereto, have signed this Agreement, in duplicate, in the English and French languages, at Washington, this fourth day of January, one thousand nine hundred forty-nine.

For the Government of the United States of America:

ROBERT A. LOVETT

For the Government of the Republic of Haiti:

JOSEPH D. CHARLES

## NAVAL MISSION

*Agreement signed at Washington April 14, 1949*

*Entered into force April 14, 1949*

*Extended by agreement of January 28 and March 2, 1953<sup>1</sup>*

*Expired April 14, 1957*

63 Stat. 2386; Treaties and Other  
International Acts Series 1907

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HAITI

In conformity with the request of the Government of the Republic of Haiti to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Naval Mission in the Republic of Haiti under the conditions hereinafter specified.

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Secretary of State for National Defense of the Republic of Haiti and with the officers of the Coast Guard of the Republic of Haiti with a view to increasing the efficiency of that service.

ARTICLE 2. This Mission shall continue for a period of four (4) years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Haiti, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two (2) years of service, in which case another member shall be appointed to replace him. Likewise, the Government of the Republic of Haiti may request the recall of a member of the Mission upon the expiration of that same period, in which case the Government of the United States of America shall designate a replacement.

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<sup>1</sup> 4 UST 1468; TIAS 2808.

ARTICLE 3. If the Government of the Republic of Haiti should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written request to that effect six (6) months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four (4) years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three (3) months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States, after official notification to the Government of the Republic of Haiti, without compliance with the formalities provided for in paragraph (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation on the initiative either of the Government of the United States of America or of the Government of the Republic of Haiti in the event that either of those countries is involved in a civil or foreign war.

## TITLE II

### *Composition and Personnel*

ARTICLE 6. This Mission shall consist of such personnel of the United States Navy as may be agreed upon between the Secretary of State for National Defense, through the authorized representative of the Government of Haiti in Washington, and the Navy Department of the United States of America.

## TITLE III

### *Duties, Rank, and Precedence*

ARTICLE 7. The personnel of the Mission shall perform such duties as may be agreed upon between the Secretary of State for National Defense and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Secretary of State for National Defense, through the Chief of the Mission.

ARTICLE 9. Each member of the Mission shall serve on it with the rank he holds in the United States Navy. He shall wear the uniform of the United States Navy and shall have precedence over all Haitian officers of the same rank.

ARTICLE 10. Each member of the Mission shall be entitled to the same benefits and privileges which the Regulations of the Coast Guard of Haiti provide for officers and enlisted men of corresponding rank.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

#### TITLE IV

##### *Pay and Allowances*

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Haiti such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of Haiti for each member. This compensation shall be paid, in currency of the United States of America, in twelve (12) equal monthly instalments, each due and payable on the last day of each month. Such compensation shall not be subject to any tax now in effect or which may hereafter be imposed by the Government of the Republic of Haiti or by any administrative or political subdivision of the said Government. If, however, now or hereafter, while this Agreement is in effect, there should be any taxes that might affect that compensation, such taxes shall be borne by the Government of the Republic of Haiti, in order that the pay agreed upon shall be net.

ARTICLE 13. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of each member of the Mission and, except as otherwise expressly provided in this Agreement, shall continue to be paid until termination of duty with the Mission, including the time for the return voyage to the United States and any period of accumulated leave which may be due.

ARTICLE 14. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Haiti, and such payment shall be computed for travel by the shortest usually traveled sea route, regardless of the route and method of travel adopted by the member detached.

ARTICLE 15. Each member of the Mission and his family shall be furnished by the Government of the Republic of Haiti with first-class passage, via the shortest usually traveled route, for all travel required and performed under this Agreement, between the port of embarkation in the United States of America and the location of his post in Haiti, both for the outward and for the return voyage. The Government of the Republic of Haiti shall also assume all expenses necessitated by the transportation of the household effects, baggage and automobile of each member of the Mission from the port of embarkation in the United States of America to his post in Haiti, as well as the expenses incidental to the transportation of such household effects, baggage and automobile from Haiti to the port of embarkation in the United States of America. This shall include all necessary expenses incident to unloading from the ship upon arrival in Haiti, cartage between the ship and the residence in Haiti, and packing and loading on board the ship

upon departure from Haiti. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission, except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control. Payments of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty, shall not be required under this Agreement, but shall be determined by negotiations between the Navy Department of the United States of America and the authorized representative of the Government of the Republic of Haiti in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 16. The Government of the Republic of Haiti shall, upon the request of the Chief of the Mission, approved by the Ambassador of the United States of America or by the Chargé d'Affaires ad interim, grant entry, duty-free, for articles imported by members of the Mission for their personal use and that of the members of their families, not to exceed 25 percent of the total of their annual salary. The Chief of the Mission shall be responsible for the strict observance of the provisions of this Article.

ARTICLE 17. If the services of any member of the Mission should be terminated by action of the Government of the United States of America, except in accordance with the provisions of Article 5, prior to the completion of two years' service, the provisions of Article 15 shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Article 5, he shall receive from the Government of the Republic of Haiti all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Article 13. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the United States of America of such member, his family, household effects, baggage or automobile shall be borne by the Government of the Republic of Haiti.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Haiti on official business of the Government of the Republic of Haiti shall be provided by the Government of the Republic of Haiti in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the Republic of Haiti shall provide the Chief of the Mission with a suitable automobile, with chauffeur, for his use on official business. Vehicles, with chauffeur, and, when necessary, a launch properly equipped, shall, upon request, be placed at the disposal of the Mission by the Government of the Republic of Haiti for the conduct of the official business of the Mission.

ARTICLE 20. The Government of the Republic of Haiti shall provide suitable office space for the use of the members of the Mission and grant them all facilities for their work, to the extent of its means.

ARTICLE 21. If any member of the Mission, or a member of his family, should die in Haiti, the Government of the Republic of Haiti shall have the body transported to such place in the United States of America as the members of his family may decide, but the cost to the Government of the Republic of Haiti shall not exceed the cost of transporting the remains from the place of decease to New York City.

Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. The return trip to the port of embarkation in the United States of America of the family of the deceased and the transportation of their household effects and automobile shall be provided according to the terms of Article 15. All compensation due the deceased member, including salary for the fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due such member for travel performed on official business of the Government of the Republic of Haiti, shall be paid to the widow of the deceased, or to any other person who may have been designated in writing by the deceased while serving under the terms and provisions of this Agreement; but his widow or any other person shall not be entitled to any compensation for accrued leave due and not taken by the deceased. All compensations due the widow, or any other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

## TITLE V

### *Obligations and Conditions*

ARTICLE 22. So long as this agreement, or any extension thereof, is in effect, the Government of the Republic of Haiti agrees not to engage the services of a Mission of any other foreign government for duties of any nature connected with the Coast Guard of Haiti, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Haiti.

ARTICLE 23. Each member of the Mission shall agree not to divulge or in any way disclose to any government or individual any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of his services with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 24. In the terms of this Agreement, the word "family" is understood, for each member of the Mission, to mean his wife and their minor children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part of such leave with pay for any fractional part of a year. The unused portion of such leave shall be cumulative from year to year during his service as a member of the Mission.

ARTICLE 26. The Government of the Republic of Haiti agrees to grant the leave specified in Article 25, upon written request approved by the Chief of the Mission, taking into consideration the conveniences of the service.

ARTICLE 27. The leave referred to in Article 25 may be spent in Haiti, in the United States of America, or in other countries, but the expense of travel and transportation shall be borne by the member of the Mission taking such leave. Travel time shall count as leave and shall not be in addition to the time authorized in Article 25.

ARTICLE 28. Any member of the Mission who may be relieved shall continue service with the Mission until the arrival of his replacement, except when otherwise agreed upon between the two Governments.

ARTICLE 29. Members of the Mission who may become ill shall be cared for in the hospitals of the Government of the Republic of Haiti at the expense of the Government of the Republic of Haiti. There shall furthermore be provided annually a credit not to exceed 20 percent of the total amount of the annual salaries of the members of the Mission for medical attention that may be furnished them and the members of their families by specialists or in institutions other than the hospitals of the Government of the Republic of Haiti. The expenditure of funds of this nature shall be made by the Government of the Republic of Haiti at the request of the Chief of the Mission. The Government of the Republic of Haiti shall not be responsible for payment of expenses for medical attention received outside the territory of the Republic. Neither shall the Government of the Republic of Haiti be responsible for the payment of further compensation following physical disability of a member of the Mission.

ARTICLE 30. Any member of the Mission no longer able properly to perform his duties by reason of prolonged physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Joseph D. Charles, Ambassador of Haiti in Washington, duly authorized thereto, have signed this Agreement, in duplicate, in the English and French languages, at Washington, this fourteenth day of April, one thousand nine hundred forty-nine.

For the Government of the United States of America:  
DEAN ACHESON

For the Government of the Republic of Haiti:  
JOSEPH D. CHARLES

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Port-au-Prince June 30, 1949, extending agreement of April 7, 1942*

*Entered into force June 30, 1949*

*Program expired June 30, 1960*

63 Stat. 2706; Treaties and Other  
International Acts Series 1977

*The American Ambassador to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY

*Port-au-Prince, June 30, 1949*

No. 305

### EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, entered into in April 1942<sup>1</sup> on behalf of the Republic of Haiti and The Institute of Inter-American Affairs, providing for the present cooperative health and sanitation program in Haiti. I also refer to Your Excellency's note of June 20, 1949, suggesting the consideration by our respective governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Haiti that an extension of the program beyond its present termination date of June 30, 1949, would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949, through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$100,000, in the currency of the United States, to the Service Cooperatif Inter-Americain de la Santé Publique, for use in carrying out project activities of the program on condition that your Government would contribute to the Service for the same purpose the sum of 1,500,000 Gourdes. The Institute would also be willing during the same extension period to make available funds to be expended by the Intsitude, and not deposited to the account of the Service, for payment of salaries and other expenses of the members of the Health and Sanitation Division field staff, who are main-

<sup>1</sup> EAS 425, *ante*, p. 756.

tained by the Institute of Haiti. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Haitian Secretary of State for National Education and Public Health and a representative of The Institute of Inter-American Affairs, embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible, in order that the technical details of the extension may be worked out by the officials of the Ministry of Health and The Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

WILLIAM E. DECOURCY

His Excellency

TIMOLEON C. BRUTUS,  
*Secretary of State for Foreign Affairs,  
Port-au-Prince*

*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF STATE  
FOR FOREIGN RELATIONS

No. SG/A-3:1.682 (bis)

REPUBLIC OF HAITI  
*Port-au-Prince, June 30, 1949*

Mr. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's letter No. 305, dated the 30th of this month, relative to extension of the Agreement of April 7, 1942, as amended, for a period of one year ending June 30, 1950.

I have noted that the technical details of the aforesaid Agreement to be concluded between the Institute of Inter-American Affairs and the Haitian Government are to be discussed by the appropriate officials of the two bodies.

I take pleasure in informing Your Excellency that the Government of the Republic accepts the following bases:

- |     |   |              |
|-----|---|--------------|
| (a) | Contribution of the Haitian Government: | \$300,000.00 |
| (b) | "    "    "    "    Institute:          | 100,000.00   |

in addition to a certain sum for payment of salaries and other expenses of the personnel of the Health Mission.

I avail myself of this occasion to renew to Your Excellency the assurances of my high consideration.

TIMOLEON C. BRUTUS

His Excellency

WILLIAM EARL DECOURCY,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

## FOOD PRODUCTION PROGRAM

*Exchange of notes at Port-au-Prince June 30, 1949, modifying and extending agreement of August 28, 1944*

*Entered into force June 30, 1949*

*Program superseded June 30, 1950, by agreement of September 18 and 27, 1950<sup>1</sup>*

63 Stat. 2911; Treaties and Other  
International Acts Series 2153

*The American Ambassador to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY

*Port-au-Prince, June 30, 1949*

No. 306

EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, entered into in August 1944 between the Republic of Haiti and The Institute of Inter-American Affairs,<sup>2</sup> providing for the existing cooperative program of agriculture in Haiti. I also refer to Your Excellency's note of June 20, 1949, suggesting the consideration by our respective governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Haiti that an extension of the program beyond its present termination date of June 30, 1949 would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949 through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$100,000 in the currency of the United States, to the Service Cooperatif Inter-Americain de Production Agricole, for use in carrying out project activities of the program, on condition that your Government would contribute to the Service for the same purpose the sum of 1,500,000 Gourdes. The Institute would also be willing during the same extension period to make available funds to be administered by the Institute, and not deposited to the account of the Service, for payment of salaries and other expenses of the members of the Food Supply Division field staff who are maintained by the

<sup>1</sup> 1 UST 780; TIAS 2154.

<sup>2</sup> TIAS 2061, *ante*, p. 776.

Institute in Haiti. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Secretary of State for Agriculture and a representative of The Institute of Inter-American Affairs embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible, in order that the technical details of the extension may be worked out by the officials of the Ministry of Agriculture and The Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

WILLIAM E. DECOURCY

His Excellency

TIMOLEON C. BRUTUS,

*Secretary of State for Foreign Affairs,  
Port-au-Prince.*

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*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF STATE  
FOR FOREIGN AFFAIRS

No. SG/A-3: 1.681 (b1s)

REPUBLIC OF HAITI

*Port-au-Prince, June 30, 1949*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's letter No. 306, dated the 30th of this month, relating to the renewal of the Agreement of August 28, 1944, as amended, for a period of one year ending August 30, 1950.

I have noted that the technical details of the aforesaid Agreement to be concluded between the Institute of Inter-American Affairs and the Government of Haiti are to be discussed by the appropriate officials of the two entities.

I am pleased to inform Your Excellency that the bases enumerated below:

- |     |  |             |
|-----|--|-------------|
| (a) | contribution by the Government of Haiti: | \$300,000   |
| (b) | "                  the Institute         | : \$100,000 |

in addition to an amount intended for the payment of salaries and other expenses of the personnel of the Food Supply, have been accepted by the Government of the Republic.

I avail myself of this occasion to renew to Your Excellency the assurances of my high consideration.

TIMOLÉON C. BRUTUS

His Excellency

Mr. WILLIAM EARL DECOURCY,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
Port-au-Prince.*

## RECIPROCAL TRADE

*Agreement signed at Port-au-Prince December 29, 1949, terminating  
agreement of March 28, 1935  
Entered into force December 29, 1949*

[For text, see 2 UST 458; TIAS 2189.]

# *Hawaiian Islands*

## COMMERCE

*Articles of arrangement signed at Honolulu December 23, 1826*

*Entered into force December 23, 1826*

*Apparently superseded in effect by treaty of December 20, 1849*<sup>1</sup>

3 Miller 269

Articles of arrangement made and concluded at Oahu between Thomas ap Catesby Jones appointed by the United States, of the one part, and Kauikeaouli King of the Sandwich Islands, and his Guardians, on the other part.

### ART: 1ST

The peace and friendship subsisting between the United States, and their Majesties, the Queen Regent, and Kauikeaouli, King of the Sandwich Islands, and their subjects and people, are hereby confirmed, and declared to be perpetual.

### ART: 2ND

The ships and vessels of the United States (as well as their Consuls and all other citizens within the territorial jurisdiction of the Sandwich Islands, together with all their property), shall be inviolably protected against *all* Enemies of the United States in time of war.

### ART: 3RD

The contracting parties being desirous to avail themselves of the bounties of Divine Providence, by promoting the commercial intercourse and friendship subsisting between the respective nations, for the better security of these desirable objects, Their Majesties bind themselves to receive into their Ports and Harbours all ships and vessels of the United States; and to protect, to the uttermost of their capacity, all such ships and vessels, their cargoes, officers and crews, so long as they shall behave themselves peacefully, and not infringe

<sup>1</sup> *Post*, p. 864.

the established laws of the land, the citizens of the United States being permitted to trade freely with the people of the Sandwich Islands.

ART: 4TH

Their Majesties do further agree to extend the fullest protection, within their control, to all ships and vessels of the United States which may be wrecked on their shores; and to render every assistance in their power to save the wreck and her apparel and cargo; and as a reward for the assistance and protection which the people of the Sandwich Islands shall afford to all such distressed vessels of the United States, they shall be entitled to a salvage, or a portion of the property so saved; but such salvage shall, in no case, exceed one third of the value saved; which valuation is to be fixed by a commission of disinterested persons who shall be chosen equally by the Parties.

ART: 5TH

Citizens of the United States, whether resident or transient, engaged in commerce, or trading to the Sandwich Islands, shall be inviolably protected in their lawful pursuits; and shall be allowed to sue for, and recover, by judgment, all claims against the subjects of His Majesty The King, according to strict principles of equity, and the acknowledged practice of civilized nations.

ART: 6TH

Their Majesties do further agree and bind themselves to discountenance and use all practicable means to prevent desertion from all American ships which visit the Sandwich Islands; and to that end it shall be made the duty of all Governors, Magistrates, Chiefs of Districts, and all others in authority, to apprehend all deserters; and to deliver them over to the master of the vessel from which they have deserted; and for the apprehension of every such deserter, who shall be delivered over as aforesaid, the master, owner, or agent, shall pay to the person or persons apprehending such deserter, the sum of six Dollars, if taken on the side of the Island near which the vessel is anchored; but if taken on the opposite side of the Island, the sum shall be twelve Dollars; and if taken on any other Island, the reward shall be twenty four Dollars, and shall be a just charge against the wages of every such deserter.

ART: 7TH

No tonnage dues or impost shall be exacted of any Citizen of the United States which is not paid by the Citizens or subjects of the nation most favoured in commerce with the Sandwich Islands; and the citizens or subjects of the Sandwich Islands shall be allowed to trade with the United States, and her territories, upon principles of equal advantage with the most favoured nation.

Done in council at Honolulu, Island of Woahoo, this 23rd day of December in the year of our Lord 1826.

THOS. AP CATESBY JONES	[SEAL]
ELISABETA KAAHUMANU	[SEAL]
KARAIMOKU	[SEAL]
POKI	[SEAL]
HOWAPILI	[SEAL]
LIDIA NAMAHAHA	[SEAL]

## FRIENDSHIP, COMMERCE, AND NAVIGATION

*Treaty signed at Washington December 20, 1849*

*Senate advice and consent to ratification January 14, 1850*

*Ratified by the President of the United States February 4, 1850*

*Ratified by the Hawaiian Islands August 19, 1850*

*Ratifications exchanged at Honolulu August 24, 1850*

*Entered into force August 24, 1850*

*Proclaimed by the President of the United States November 9, 1850*

*Terminated August 12, 1898, upon annexation of Hawaii*

9 Stat. 977; Treaty Series 160<sup>1</sup>

The United States of America and His Majesty the King of the Hawaiian Islands, equally animated with the desire of maintaining the relations of good understanding which have hitherto so happily subsisted between their respective states, and consolidating the commercial intercourse between them, have agreed to enter into negotiations for the conclusion of a Treaty of Friendship, Commerce and Navigation, for which purpose they have appointed plenipotentiaries, that is to say:

The President of the United States of America, John M. Clayton, Secretary of State of the United States; and His Majesty the King of the Hawaiian Islands, James Jackson Jarves, accredited as his Special Commissioner to the Government of the United States; who, after having exchanged their full powers, found in good and due form, have concluded and signed the following articles:

### ARTICLE I

There shall be perpetual peace and amity between the United States and the King of the Hawaiian Islands, his heirs and his successors.

### ARTICLE II

There shall be reciprocal liberty of commerce and navigation between the United States of America and the Hawaiian Islands.

No duty of customs, or other impost, shall be charged upon any goods, the produce or manufacture of one country, upon importation from such country into the other, other or higher than the duty or impost charged upon

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<sup>1</sup> For a detailed study of this treaty, see 5 Miller 591.

goods of the same kind, the produce or manufacture of, or imported from, any other country; and the United States of America and His Majesty the King of the Hawaiian Islands do hereby engage, that the subjects or citizens of any other state shall not enjoy any favor, privilege, or immunity, whatever, in matters of commerce and navigation, which shall not also, at the same time, be extended to the subjects or citizens of the other contracting party, gratuitously, if the concession in favor of that other State shall have been gratuitous, and in return for a compensation, as nearly as possible of proportionate value and effect, to be adjusted by mutual agreement, if the concession shall have been conditional.

### ARTICLE III

All articles the produce or manufacture of either country which can legally be imported into either country from the other, in ships of that other country, and thence coming, shall, when so imported, be subject to the same duties, and enjoy the same privileges, whether imported in ships of the one country, or in ships of the other; and in like manner, all goods which can legally be exported or reexported from either country to the other, in ships of that other country, shall, when so exported or re-exported, be subject to the same duties, and be entitled to the same privileges, drawbacks, bounties, and allowances, whether exported in ships of the one country, or in ships of the other: and all goods and articles, of whatever description, not being of the produce or manufacture of the United States, which can be legally imported into the Sandwich Islands, shall when so imported in vessels of the United States pay no other or higher duties, imposts, or charges than shall be payable upon the like goods, and articles, when imported in the vessels of the most favored foreign nation other than the nation of which the said goods and articles are the produce or manufacture.

### ARTICLE IV

No duties of tonnage, harbor, light-houses, pilotage, quarantine, or other similar duties, of whatever nature, or under whatever denomination, shall be imposed in either country upon the vessels of the other, in respect of voyages between the United States of America and the Hawaiian Islands, if laden, or in respect of any voyage, if in ballast, which shall not be equally imposed in the like cases on national vessels.

### ARTICLE V

It is hereby declared, that the stipulations of the present treaty are not to be understood as applying to the navigation and carrying trade between one port and another situated in the states of either contracting party, such navigation and trade being reserved exclusively to national vessels.

## ARTICLE VI

Steam vessels of the United States which may be employed by the Government of the said States, in the carrying of their Public Mails across the Pacific Ocean, or from one port in that ocean to another, shall have free access to the ports of the Sandwich Islands, with the privilege of stopping therein to refit, to refresh, to land passengers and their baggage, and for the transaction of any business pertaining to the public Mail service of the United States, and shall be subject in such ports to no duties of tonnage, harbor, lighthouses, quarantine, or other similar duties of whatever nature or under whatever denomination.

## ARTICLE VII

The Whaleships of the United States shall have access to the ports of Hilo, Kealakekua and Hanalei in the Sandwich Islands, for the purposes of refitment and refreshment, as well as to the ports of Honolulu and Lahaina which only are ports of entry for all Merchant vessels, and in all the above named ports, they shall be permitted to trade or barter their supplies or goods, excepting spirituous liquors, to be amount of two hundred dollars *ad valorem* for each vessel, without paying any charge for tonnage or harbor dues of any description, or any duties or imposts whatever upon the goods or articles so traded or bartered. They shall also be permitted, with the like exemption from all charges for tonnage and harbor dues, further to trade or barter, with the same exception as to spirituous liquors, to the additional amount of one thousand dollars *ad valorem*, for each vessel, paying upon the additional goods, and articles so traded and bartered, no other or higher duties, than are payable on like goods, and articles, when imported in the vessels and by the citizens or subjects of the most favored foreign nation. They shall also be permitted to pass from port to port of the Sandwich Islands for the purpose of procuring refreshments, but they shall not discharge their seamen or land their passengers in the said Islands, except at Lahaina and Honolulu; and, in all the ports named in this article, the whaleships of the United States shall enjoy in all respects, whatsoever, all the rights, privileges and immunities, which are enjoyed by, or shall be granted to, the whaleships of the most favored foreign nation. The like privilege of frequenting the three ports of the Sandwich Islands, above named in this article, not being ports of entry for merchant vessels, is also guaranteed to all the public armed vessels of the United States. But nothing in this article shall be construed as authorizing any vessel of the United States, having on board any disease usually regarded as requiring quarantine, to enter, during the continuance of such disease on board, any port of the Sandwich Islands, other than Lahaina or Honolulu.

## ARTICLE VIII

The contracting parties engage, in regard to the personal privileges that the citizens of the United States of America shall enjoy in the dominions of His Majesty the King of the Hawaiian Islands, and the subjects of his said Majesty in the United States of America, that they shall have free and undoubted right to travel and to reside in the states of the two high contracting parties, subject to the same precautions of police which are practiced towards the subjects or citizens of the most favored nations. They shall be entitled to occupy dwellings and warehouses, and to dispose of their personal property of every kind and description, by sale, gift, exchange, will, or in any other way whatever, without the smallest hinderance or obstacle; and their heirs or representatives, being subjects or citizens of the other contracting party, shall succeed to their personal goods, whether by testament or ab intestato; and may take possession thereof, either by themselves or by others acting for them, and dispose of the same at will, paying to the profit of the respective governments such dues only as the inhabitants of the country wherein the said goods are, shall be subject to pay in like cases. And in case of the absence of the heir and representative, such care shall be taken of the said goods as would be taken of the goods of a native of the same country in like case, until the lawful owner may take measures for receiving them. And if a question should arise among several claimants as to which of them said goods belong, the same shall be decided finally by the laws and judges of the land wherein the said goods are. Where on the decease of any person holding real estate within the territories of one party, such real estate would, by the laws of the land, descend on a citizen or subject of the other, were he not disqualified by alienage, such citizen or subject shall be allowed a reasonable time to sell the same, and to withdraw the proceeds without molestation, and exempt from all duties of detraction on the part of the government of the respective States. The citizens or subjects of the contracting parties shall not be obliged to pay, under any pretence whatever, any taxes or impositions, other or greater than those which are paid, or may hereafter be paid, by the subjects or citizens of the most favored nations, in the respective states of the high contracting parties. They shall be exempt from all military service, whether by land or by sea; from forced loans, and from every extraordinary contribution not general and by law established. Their dwellings, warehouses, and all premises appertaining thereto, destined for the purposes of commerce or residence, shall be respected. No arbitrary search of, or visit to, their houses, and no arbitrary examination or inspection whatever of the books, papers, or accounts of their trade, shall be made; but such measures shall be executed only in conformity with the legal sentence of a competent tribunal; and each of the two contracting parties engages that the citizens or subjects of the other residing in their respective states shall enjoy their property and personal security, in as full and ample manner as their own citizens

or subjects, or the subjects or citizens of the most favored nation, but subject always to the laws and statutes of the two countries respectively.

#### ARTICLE IX

The citizens and subjects of each of the two contracting parties shall be free in the states of the other to manage their own affairs themselves, or to commit those affairs to the management of any persons whom they may appoint as their broker, factor or agent; nor shall the citizens and subjects of the two contracting parties be restrained in their choice of persons to act in such capacities, nor shall they be called upon to pay any salary or remuneration to any person whom they shall not choose to employ.

Absolute freedom shall be given in all cases to the buyer and seller to bargain together and to fix the price of any goods or merchandize imported into, or to be exported from the states and dominions of the two contracting parties; save and except generally such cases wherein the laws and usages of the country may require the intervention of any special agents in the states and dominions of the contracting parties. But nothing contained in this or any other article of the present Treaty shall be construed to authorize the sale of spirituous liquors to the natives of the Sandwich Islands farther than such sale may be allowed by the Hawaiian laws.

#### ARTICLE X

Each of the two contracting parties may have, in the ports of the other, consuls, vice consuls, and commercial agents, of their own appointment, who shall enjoy the same privileges and powers with those of the most favored nations; but if any such consuls shall exercise commerce, they shall be subject to the same laws and usages to which the private individuals of their nation are subject in the same place. The said Consuls, vice consuls, and commercial agents are authorized to require the assistance of the local authorities for the search, arrest, detention, and imprisonment of the deserters from the ships of war and merchant vessels of their country. For this purpose, they shall apply to the competent tribunals, judges and officers, and shall in writing demand the said deserters, proving, by the exhibition of the registers of the vessels, the rolls of the crews, or by other official documents, that such individuals formed part of the crews; and this reclamation being thus substantiated, the surrender shall not be refused. Such deserters, when arrested shall be placed at the disposal of the said consuls, vice consuls, or commercial agents, and may be confined in the public prisons, at the request and cost of those who shall claim them, in order to be detained until the time when they shall be restored to the vessel to which they belonged, or sent back to their own country by a vessel of the same nation or any other vessel whatsoever. The agents, owners or masters of vessels on account of whom the deserters have been apprehended, upon requisition of the local authorities shall be required

to take or send away such deserters from the states and dominions of the contracting parties, or give such security for their good conduct as the law may require. But if not sent back nor reclaimed within six months from the day of their arrest, or if all the expenses of such imprisonment are not defrayed by the party causing such arrest and imprisonment, they shall be set at liberty and shall not be again arrested for the same cause. However, if the deserters should be found to have committed any crime or offence, their surrender may be delayed until the tribunal before which their case shall be depending, shall have pronounced its sentence, and such sentence shall have been carried into effect.

#### ARTICLE XI

It is agreed that perfect and entire liberty of conscience shall be enjoyed by the citizens and subjects of both the contracting parties, in the countries of the one and the other, without their being liable to be disturbed or molested on account of their religious belief. But nothing contained in this article shall be construed to interfere with the exclusive right of the Hawaiian Government to regulate for itself the Schools which it may establish or support within its jurisdiction.

#### ARTICLE XII

If any ships of war or other vessels, be wrecked on the coasts of the states or territories of either of the contracting parties, such ships or vessels, or any parts thereof, and all furniture and appurtenances belonging thereunto, and all goods and merchandize which shall be saved therefrom, or the produce thereof if sold shall be faithfully restored with the least possible delay to the proprietors, upon being claimed by them, or by their duly authorized factors; and if there are no such proprietors or factors on the spot, then the said goods and merchandize, or the proceeds thereof, as well as all the papers found on board such wrecked ships or vessels, shall be delivered to the American or Hawaiian Consul, or vice consul in whose district the wreck may have taken place; and such Consul, vice consul, proprietors or factors, shall pay only the expenses incurred in the preservation of the property, together with the rate of salvage and expenses of quarantine which would have been payable in the like case of a wreck of a national vessel; and the goods and merchandize saved from the wreck shall not be subject to duties unless entered for consumption; it being understood that in case of any legal claim upon such wreck, goods or merchandize, the same shall be referred for decision to the competent tribunals of the country.

#### ARTICLE XIII

The vessels of either of the two contracting parties which may be forced by stress of weather or other cause into one of the ports of the other, shall be exempt from all duties of port or navigation paid for the benefit of the

state, if the motives which led to their seeking refuge be real and evident, and if no cargo be discharged or taken on board, save such as may relate to the subsistence of the crew, or be necessary for the repair of the vessels, and if they do not stay in port beyond the time necessary, keeping in view the cause which led to their seeking refuge.

#### ARTICLE XIV

The contracting parties mutually agree to surrender, upon official requisition, to the authorities of each, all persons who, being charged with the crimes of murder, piracy, arson, robbery, forgery or the utterance of forged paper, committed within the jurisdiction of either, shall be found within the territories of the other; provided, that this shall only be done upon such evidence of criminality as, according to the laws of the place where the person so charged shall be found, would justify his apprehension and commitment for trial if the crime had there been committed: and the respective judges and other magistrates of the two Governments, shall have authority, upon complaint made under oath, to issue a warrant for the apprehension of the person so charged, that he may be brought before such judges or other magistrates respectively, to the end that the evidence of criminality may be heard and considered; and if, on such hearing, the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper Executive authority, that a warrant may issue for the surrender of such fugitive. The expense of such apprehension and delivery shall be borne and defrayed by the party who makes the requisition and receives the fugitive.

#### ARTICLE XV

So soon as Steam or other mail Packets under the flag of either of the contracting parties, shall have commenced running between their respective ports of entry, the contracting parties agree to receive at the post offices of those ports all mailable matter, and to forward it as directed, the destination being to some regular post office of either country; charging thereupon the regular postal rates as established by law in the territories of either party receiving said mailable matter, in addition to the original postage of the office whence the mail was sent. Mails for the United States shall be made up at regular intervals at the Hawaiian Post Office, and despatched to ports of the United States, the postmasters at which ports shall open the same, and forward the enclosed matter as directed, crediting the Hawaiian Government with their postages as established by law and stamped upon each manuscript or printed sheet.

All mailable matter destined for the Hawaiian Islands shall be received at the several post offices in the United States and forwarded to San Francisco or other ports on the Pacific coast of the United States, whence the post-

masters shall despatch it by the regular mail packets to Honolulu, the Hawaiian government agreeing on their part to receive and collect for and credit the Post Office Department of the United States with the United States rates charged thereupon. It shall be optional to pre-pay the postage on letters in either country, but postage on printed sheets and newspapers shall in all cases be pre-paid. The respective post office Departments of the contracting parties shall in their accounts, which are to be adjusted annually, be credited with all dead letters returned.

#### ARTICLE XVI

The present treaty shall be in force from the date of the exchange of the ratifications for the term of ten years, and further, until the end of twelve months after either of the contracting parties shall have given notice to the other of its intention to terminate the same, each of the said contracting parties reserving to itself the right of giving such notice at the end of the said term of ten years, or at any subsequent term.

Any citizen or subject of either party infringing the articles of this treaty shall be held responsible for the same and the harmony and good correspondence between the two governments shall not be interrupted thereby, each party engaging in no way to protect the offender or sanction such violation.

#### ARTICLE XVII

The present treaty shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate of the said States, and by His Majesty the King of the Hawaiian Islands, by and with the advice of his Privy Council of State, and the ratifications shall be exchanged at Honolulu within eighteen months from the date of its signature, or sooner if possible.

In witness whereof, the respective Plenipotentiaries have signed the same in triplicate, and have thereto affixed their seals. Done at Washington in the English language, the twentieth day of December, in the year one thousand eight hundred and forty nine.

JOHN M. CLAYTON	[SEAL]
JAMES JACKSON JARVES	[SEAL]

## RIGHTS OF NEUTRALS AT SEA

*Declaration signed at Honolulu March 26, 1855, relating to accession by Hawaii to convention of July 22, 1854, between the United States and Russia*

7 Miller 121

Whereas the President of the United States of America, has invited His Majesty the King of the Hawaiian Islands to concur in and adopt the principles of the Convention between the United States and His Majesty the Emperour of all the Russias, concluded in Washington, on the 22 day of July 1854,<sup>1</sup> which convention is word for word as follows:

### ARTICLE 1<sup>st</sup>

The two high contracting parties recognise as permanent and immutable the following principles. viz:

1<sup>st</sup> That free Ships make free goods that is to say, that the effects or goods belonging to subjects or Citizens of a Power or State at War, are free from Capture and confiscation, when found on board of neutral vessels with the exception of articles contraband of War.

2. That the property of neutrals on board an enemys vessel is not subject to confiscation, unless the same be contraband of War.

They engage to apply these principles to the Commerce and Navigation of all such powers and states as shall consent to adopt them on their part as permanent and immutable.

### ARTICLE 2<sup>a</sup>

The two high contracting parties reserve to themselves to come to an ulterior understanding, as circumstances may require, with regard to the application and extension to be given, if there be any cause for it, to the principles laid down in the first article. But they declare from this time that they will take the stipulations contained in said article 1<sup>st</sup> as a rule, whenever it shall become a question to judge of the rights of neutrality.

### ARTICLE 3<sup>a</sup>

It is agreed by the high contracting Parties that all nations which shall or may consent to accede to the Rules of the first article of this convention, by a formal Declaration stipulating to observe them, shall enjoy the rights resulting from such accession as they shall be enjoyed and observed by the two Powers signing this convention. They shall mutually communicate to each other the results of the steps which may be taken on the subject.

### ARTICLE 4<sup>th</sup>

The present convention shall be approved and ratified by the President of the United States of America by and with the advice and consent of the Senate of said States, and

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<sup>1</sup> TS 300, *post*, U.S.S.R.

by His Majesty the Emperor of all the Russias, and the Ratifications of the same shall be exchanged at Washington, within the period of ten months, counting from this day or sooner if possible.

In faith whereof, the respective Plenipotentiaries have signed the present convention in Duplicate, and thereto affixed the Seals of their Arms.

Done at Washington the 22<sup>d</sup> day of July the Year of Grace 1854

Signed W. L. MARCY [SEAL]  
 “ EDWARD STOECKL [SEAL]

And Whereas His Majesty the King of the Hawaiian Islands, having considered the aforesaid invitation of the President of the United States, and the Rules established in the foregoing convention respecting the rights of Neutrals during War, and having found such Rules consistent with those proclaimed by Her Britannic Majesty in Her Declaration of the 28th March 1854 and by His Majesty the Emperor of the French in His Declaration of the 29th of the same month and year, as well as with Her Britannic Majesty's order in Council of the 15th April same year, and with the peaceful and strictly neutral policy of this Kingdom as proclaimed by His late Majesty King Kamehameha III on the 16th May 1854 amplified and explained by Resolutions of His Privy Council of State of the 15th June and 17th July same year, His Majesty, by and with the advice of His Cabinet and Privy Council, has authorized the undersigned to declare in His Name, as the undersigned now does declare that His Majesty accedes to the humane principles of the foregoing convention, in the sense of its III Article.

Department of Foreign Relations Honolulu.

26 March 1855

R. C. WYLLIE [SEAL]  
*Minister of Foreign Relations*

## COMMERCIAL RECIPROCITY

*Convention signed at Washington January 30, 1875*  
*Senate advice and consent to ratification, with amendments, March 18,*  
*1875*<sup>1</sup>

*Ratified by the Hawaiian Islands April 17, 1875*  
*Ratified by the President of the United States, with amendments,*  
*May 31, 1875*<sup>1</sup>

*Ratifications exchanged at Washington June 3, 1875*  
*Proclaimed by the President of the United States June 3, 1875*  
*Entered into force September 9, 1876*

*Supplemented by convention of December 6, 1884*<sup>2</sup>  
*Terminated August 12, 1898, upon annexation of Hawaii*

19 Stat. 625; Treaty Series 161

### CONVENTION

The United States of America and His Majesty the King of the Hawaiian Islands, equally animated by the desire to strengthen and perpetuate the friendly relations which have heretofore uniformly existed between them, and to consolidate their commercial intercourse, have resolved to enter into a Convention for Commercial Reciprocity. For this purpose, the President of the United States has conferred full powers on Hamilton Fish, Secretary of State, and His Majesty the King of the Hawaiian Islands has conferred like

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<sup>1</sup> The Senate resolution contained the following amendments:

Art. I. After the words "being the growth" insert the word "and"; in the schedule delete the word "fruits" and insert the word "Bananas"; after the word "Pulu" delete the words "Sandal, Koa, or other ornamental woods".

Art. II. At the end of the schedule add "; harness and all manufactures of leather; starch; and tobacco, whether in leaf or manufactured".

Art. IV. At the end of the article add the following sentence: "It is agreed, on the part of His Hawaiian Majesty, that, so long as this treaty shall remain in force, he will not lease or otherwise dispose of or create any lien upon any port, harbor, or other territory in his dominions, or grant any special privilege or rights of use therein, to any other power, state or government, nor make any treaty by which any other nation shall obtain the same privileges, relative to the admission of any articles free of duty, hereby secured to the United States".

Art. V. After "Government of the United States" delete the words "and the laws required" and insert in lieu thereof "but not until a law".

The text printed here is the amended text as proclaimed by the President.

<sup>2</sup> TS 163, *post*, p. 878.

powers on Honorable Elisha H. Allen, Chief Justice of the Supreme Court, Chancellor of the Kingdom, Member of the Privy Council of State, His Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States of America, and Honorable Henry A. P. Carter, Member of the Privy Council of State, His Majesty's Special Commissioner to the United States of America.

And the said Plenipotentiaries, after having exchanged their full powers, which were found to be in due form, have agreed to the following articles:

#### ARTICLE I

For and in consideration of the rights and privileges granted by His Majesty the King of the Hawaiian Islands in the next succeeding article of this convention, and as an equivalent therefor, the United States of America hereby agree to admit all the articles named in the following schedule, the same being the growth and manufacture or produce of the Hawaiian Islands, into all the ports of the United States free of duty.

#### SCHEDULE

Arrow-root; castor oil; bananas, nuts, vegetables, dried and undried, preserved and unpreserved; hides and skins undressed; rice; pulu; seeds, plants, shrubs or trees; muscovado, brown, and all other unrefined sugar meaning hereby the grades of sugar heretofore commonly imported from the Hawaiian Islands and now known in the markets of San Francisco and Portland as "Sandwich Island sugar;" syrups of sugar-cane, melado, and molasses; tallow.

#### ARTICLE II

For and in consideration of the rights and privileges granted by the United States of America in the preceding article of this convention, and as an equivalent therefor, His Majesty the King of the Hawaiian Islands hereby agrees to admit all the articles named in the following schedule, the same being the growth, manufacture, or produce of the United States of America, into all the ports of the Hawaiian Islands free of duty.

#### SCHEDULE

Agricultural implements; animals, beef, bacon, pork, ham and all fresh, smoked or preserved meats; boots and shoes; grain, flour, meal and bran, bread and breadstuffs, of all kinds; bricks, lime and cement; butter, cheese, lard, tallow, bullion, coal; cordage, naval stores including tar, pitch, resin, turpentine raw and rectified; copper and composition sheathing; nails and bolts; cotton and manufactures of cotton bleached, and unbleached, and whether or not colored, stained, painted or printed; eggs; fish and oysters, and all other creatures living in the water, and the products thereof; fruits,

nuts, and vegetables, green, dried or undried, preserved or unpreserved; hardware; hides, furs, skins and pelts, dressed or undressed; hoop iron, and rivets, nails, spikes and bolts, tacks, brads or sprigs; ice; iron and steel and manufactures thereof; leather; lumber and timber of all kinds, round, hewed, sawed, and unmanufactured in whole or in part; doors, sashes and blinds; machinery of all kinds, engines and parts thereof; oats and hay; paper, stationery and books, and all manufactures of paper or of paper and wood; petroleum and all oils for lubricating or illuminating purposes; plants, shrubs, trees and seeds; rice; sugar, refined or unrefined; salt; soap; shooks, staves and headings; wool and manufactures of wool, other than ready made clothing; wagons and carts for the purposes of agriculture or of drayage; wood and manufactures of wood, or of wood and metal except furniture either upholstered or carved and carriages; textile manufactures, made of a combination of wool, cotton, silk or linen, or of any two or more of them other than when ready made clothing; harness and all manufactures of leather; starch; and tobacco, whether in leaf or manufactured.

#### ARTICLE III

The evidence that articles proposed to be admitted into the ports of the United States of America, or the ports of the Hawaiian Islands, free of duty, under the first and second articles of this convention, are the growth, manufacture or produce of the United States of America or of the Hawaiian Islands respectively shall be established under such rules and regulations and conditions for the protection of the revenue as the two Governments may from time to time respectively prescribe.

#### ARTICLE IV

No export duty or charges shall be imposed in the Hawaiian Islands or in the United States, upon any of the articles proposed to be admitted into the ports of the United States or the ports of the Hawaiian Islands free of duty, under the First and Second Articles of this convention. It is agreed, on the part of His Hawaiian Majesty, that, so long as this treaty shall remain in force, he will not lease or otherwise dispose of or create any lien upon any port, harbor, or other territory in his dominions, or grant any special privilege or rights of use therein, to any other power, state or government, nor make any treaty by which any other nation shall obtain the same privileges, relative to the admission of any articles free of duty, hereby secured to the United States.

#### ARTICLE V

The present convention shall take effect as soon as it shall have been approved and proclaimed by His Majesty the King of the Hawaiian Islands, and shall have been ratified and duly proclaimed on the part of the Govern-

ment of the United States, but not until a law to carry it into operation shall have been passed by the Congress of the United States of America. Such assent having been given and the ratifications of the convention having been exchanged as provided in article VI, the convention shall remain in force for seven years, from the date at which it may come into operation; and further, until the expiration of twelve months after either of the high contracting parties shall give notice to the other of its wish to terminate the same; each of the high contracting parties being at liberty to give such notice to the other at the end of the said term of seven years, or at any time thereafter.

#### ARTICLE VI

The present convention shall be duly ratified, and the ratifications exchanged at Washington city, within eighteen months from the date hereof, or earlier if possible.

In faith whereof the respective Plenipotentiaries of the high contracting parties have signed this present convention, and have affixed thereto their respective seals.

Done in duplicate, at Washington, the thirtieth day of January, in the year of our Lord, one thousand eight hundred and seventy-five.

HAMILTON FISH [SEAL]

ELISHA H. ALLEN [SEAL]

HENRY A. P. CARTER [SEAL]

## COMMERCIAL RECIPROCITY

*Convention signed at Washington December 6, 1884, supplementing convention of January 30, 1875*

*Senate advice and consent to ratification, with amendments, January 20, 1887*<sup>1</sup>

*Ratified by the Hawaiian Islands October 20, 1887*

*Ratified by the President of the United States, with amendments, November 8, 1887*<sup>1</sup>

*Ratifications exchanged at Washington November 9, 1887*

*Entered into force November 9, 1887*

*Proclaimed by the President of the United States November 9, 1887*

*Terminated August 12, 1898, upon annexation of Hawaii*

25 Stat. 1399; Treaty Series 163

### SUPPLEMENTARY CONVENTION TO LIMIT THE DURATION OF THE CONVENTION RESPECTING COMMERCIAL RECIPROCITY BETWEEN THE UNITED STATES OF AMERICA AND THE HAWAIIAN KINGDOM, CONCLUDED JANUARY 30, 1875

Whereas a Convention was concluded between the United States of America, and His Majesty the King of the Hawaiian Islands, on the thirtieth day of January 1875,<sup>2</sup> concerning commercial reciprocity, which by the fifth article thereof, was to continue in force for seven years from the date after it was to come into operation, and further, until the expiration of twelve months after either of the High Contracting Parties should give notice to the other of its wish to terminate the same; and

Whereas, the High Contracting Parties consider that the increase and consolidation of their mutual commercial interests would be better promoted by the definite limitation of the duration of the said Convention;

Therefore, the President of the United States of America, and His Majesty the King of the Hawaiian Islands, have appointed:

The President of the United States of America, Frederick T. Frelinghuysen, Secretary of State; and

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<sup>1</sup> The Senate resolution added the present text, as proclaimed, of art. II and renumbered art. II of the convention, as signed, to art. III.

<sup>2</sup> TS 161, *ante*, p. 874.

His Majesty the King of the Hawaiian Islands, Henry A. P. Carter, accredited to the Government of the United States, as His Majesty's Envoy Extraordinary and Minister Plenipotentiary;

Who, having exchanged their respective powers, which were found sufficient and in due form, have agreed upon the following articles:

#### ARTICLE I

The High Contracting Parties agree, that the time fixed for the duration of the said Convention, shall be definitely extended for a term of seven years from the date of the exchange of ratifications hereof, and further, until the expiration of twelve months after either of the High Contracting Parties shall give notice to the other of its wish to terminate the same, each of the High Contracting Parties being at liberty to give such notice to the other at the end of the said term of seven years or at any time thereafter.

#### ARTICLE II <sup>3</sup>

His Majesty the King of the Hawaiian Islands grants to the Government of the United States the exclusive right to enter the harbor of Pearl River in the island of Oahu, and to establish and maintain there a coaling and repair station for the use of vessels of the United States and to that end the United States may improve the entrance to said harbor and do all other things needful to the purpose aforesaid.

#### ARTICLE III

The present Convention shall be ratified and the ratifications exchanged at Washington, as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the present Convention in duplicate, and have hereunto affixed their respective seals.

Done at the city of Washington the 6th day of December in the year of our Lord 1884.

FREDK. T. FRELINGHUYSEN	[SEAL]
HENRY A. P. CARTER	[SEAL]

<sup>3</sup> See footnote 1, p. 878.

# Honduras

## FRIENDSHIP, COMMERCE, AND NAVIGATION

*Treaty signed at Comayagua July 4, 1864*

*Senate advice and consent to ratification February 20, 1865*

*Ratified by the President of the United States March 9, 1865*

*Ratified by Honduras April 27, 1865*

*Ratifications exchanged at Tegucigalpa May 5, 1865*

*Entered into force May 5, 1865*

*Proclaimed by the President of the United States May 30, 1865*

*Superseded July 19, 1928, by treaty of December 7, 1927<sup>1</sup>*

13 Stat. 699; Treaty Series 172

### TREATY OF FRIENDSHIP, COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HONDURAS

Commercial intercourse having been for some time established between the United States and the Republic of Honduras, it seems good for the security as well as the encouragement of such commercial intercourse, and for the maintenance of good understanding between the United States, and the said Republic, that the relations now subsisting between them should be regularly acknowledged and confirmed by the signature of a treaty of amity, commerce and navigation.

For this purpose, they have named their respective Plenipotentiaries, that is to say:

The President of the United States, Thomas H. Clay, Minister Resident of the United States to the Republic of Honduras;

And his Excellency, the President of the Republic of Honduras, Señor Licenciado Don Manuel Colindres, Minister of Foreign Relations of that Republic;

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<sup>1</sup> TS 764, *post*, p. 905.

Who after having communicated to each other their full powers, found to be in due and proper form, have agreed upon and concluded the following Articles:

#### ARTICLE I

There shall be perpetual Amity between the United States and their citizens on the one part and the government of the Republic of Honduras and its citizens on the other.

#### ARTICLE II

There shall be, between all the territories of the United States and the territories of the Republic of Honduras, a reciprocal freedom of commerce. The subjects and citizens of the two countries respectively shall have liberty, freely and securely, to come with their ships and cargoes to all places, ports and rivers in the territories aforesaid, to which other foreigners are or may be permitted to come; to enter into the same, and to remain and reside in any part thereof, respectively; also to hire and occupy houses and warehouses for the purposes of their commerce; and generally, the merchants and traders of each nation respectively, shall enjoy the most complete protection and security for their commerce; subject, always to the laws and statutes of the two countries respectively.

In like manner, the respective ships of war and post office packets of the two countries shall have liberty, freely and securely, to come to all harbors, rivers and places to which other foreign ships of war and packets are, or may be permitted to come, to enter into the same, to anchor and to remain there and refit; subject always to the laws and statutes of the two countries respectively.

By the right of entering the places, ports and rivers mentioned in this Article, the privilege of carrying on the coasting trade is not understood; in which trade national vessels only of the country where the trade is carried on are permitted to engage.

#### ARTICLE III

It being the intention of the two high contracting parties to bind themselves by the preceding articles, to treat each other on the footing of the most favored nation, it is hereby agreed between them, that any favor, privilege or immunity whatever in matters of commerce and navigation, which either contracting party has actually granted, or may hereafter grant to the subjects or citizens of any other State, shall be extended to the subjects or citizens of the other high contracting party gratuitously, if the concession in favor of that other nation shall have been gratuitous; or in return for a compensation as nearly as possible of proportionate value and effect, to be adjusted by mutual agreement, if the concession shall have been conditional.

## ARTICLE IV

No higher nor other duties shall be imposed on the importation into the territories of the United States of any article being of the growth, produce, or manufacture of the Republic of Honduras, and no higher nor other duties shall be imposed on the importation into the territories of the Republic of Honduras of any article being of the growth, produce or manufacture of the territories of the United States than are or shall be payable on the like articles, being the growth, produce or manufacture of any other foreign country; nor shall any other or higher duties or charges be imposed in the territories of either of the high contracting parties, on the exportation of any articles to the territories of the other, than such as are or may be payable on the exportation of the like articles to any other foreign country; nor shall any prohibition be imposed upon the exportation or importation of any articles, the growth, produce, or manufacture of the territories of the United States or of the Republic of Honduras, to or from the said territories of the United States, or to or from the Republic of Honduras, which shall not extend equally to all other nations.

## ARTICLE V

No higher nor other duties or payments on account of tonnage, of light, of harbor dues, of pilotage, of salvage, in case either of damage or shipwreck, or on account of any other local charges, shall be imposed, in any of the ports of the Republic of Honduras, on vessels of the United States, than those payable in the same ports by vessels of Honduras; nor in any of the ports of the United States, on vessels of Honduras, than shall be payable in the same ports on vessels of the United States.

## ARTICLE VI

The same duties shall be paid on the importation into the territories of the Republic of Honduras, of any article being of the growth, produce or manufacture of the territories of the United States; whether such importation shall be made in vessels of Honduras or of the United States; and the same duties shall be paid on the importation into the territories of the United States of any article being of the growth, produce, or manufacture of the Republic of Honduras, whether such importation shall be made in United States or in Honduras' vessels.

The same dues shall be paid, and the same bounties and drawbacks allowed, on the exportation to the Republic of Honduras of any articles being the growth, produce or manufacture of the territories of the United States, whether such exportations shall be made in vessels of Honduras or of the United States; and the same duties shall be paid, and the same bounties and drawbacks allowed on the exportation of any articles, being the growth, produce, or manufacture of the Republic of Honduras, to the territories

of the United States, whether such exportation shall be made in United States or in Honduras' vessels.

#### ARTICLE VII

All merchants, commanders of ships and others, citizens of the United States shall have full liberty, in all the territories of the Republic of Honduras, to manage their own affairs themselves, or to commit them to the management of whomsoever they please as broker, factor, agent or interpreter; nor shall they be obliged to employ any other persons in those capacities than those employed by citizens of Honduras, nor to pay them any other salary or remuneration than such as is paid in like cases by citizens of Honduras; and absolute freedom in all cases shall be allowed to the buyer and seller to bargain and fix the price of any goods, wares, or merchandise imported into or exported from the Republic of Honduras, as they shall see good, observing the laws and established customs of the country.

The same privileges shall be enjoyed in the territories of the United States by the citizens of the Republic of Honduras under the same conditions.

The citizens of the high contracting parties shall reciprocally receive and enjoy full and perfect protection for their persons and property, and shall have free and open access to the courts of justice in the said countries respectively, for the prosecution and defense of their just rights; and they shall be at liberty to employ, in all cases, the advocates, attorneys, or agent of whatever description, whom they may think proper, and they shall enjoy in this respect, the same rights and privileges therein, as native citizens.

#### ARTICLE VIII

In whatever relates to the police of the ports, the lading and unlading of ships, the safety of the merchandise, goods, and effects, the succession to personal estates by will or otherwise, and the disposal of personal property of every sort and denomination, by sale, donation, exchange, testament, or in any other manner whatsoever, as also the administration of justice, the citizens of the two high contracting parties shall reciprocally enjoy the same privileges, liberties and rights as native citizens, and they shall not be charged in any of these respects, with any higher imposts or duties than those which are paid or may be paid by native citizens; submitting of course to the local laws and regulations of each country respectively.

If any citizen of either of the two high contracting parties shall die without will or testament in any of the territories of the other, the consul-general or consul of the nation to which the deceased belonged, or the representative of such consul-general or consul in his absence, shall have the right to nominate curators to take charge of the property of the deceased so far as the laws of the country will permit, for the benefit of the lawful heirs and creditors of the deceased, giving proper notice of such nomination to the authorities of the country.

## ARTICLE IX

The citizens of the United States residing in the Republic of Honduras, and the citizens of the Republic of Honduras residing in the United States shall be exempted from all compulsory military service whatsoever, either by sea or by land, and from all forced loans, or military exactions or requisitions, and they shall not be compelled, under any pretext whatsoever, to pay other ordinary charges, requisitions, or taxes greater than those that are paid by native citizens of the contracting parties respectively.

## ARTICLE X

It shall be free for each of the two high contracting parties to appoint consuls for the protection of trade, to reside in any of the territories of the other party; but before any consul shall act as such, he shall, in the usual form be approved and admitted by the government to which he is sent; and either of the high contracting parties may except from the residence of consuls, such particular places, as they judge fit to be excepted. The diplomatic agents and consuls of Honduras shall enjoy in the territories of the United States whatever privileges, exemptions and immunities are or shall be granted to agents of the same rank belonging to the most favored nation; and in like manner the diplomatic agents and consuls of the United States in the territories of Honduras shall enjoy according to the strictest reciprocity whatever privileges, exemptions and immunities are or may be granted in the Republic of Honduras to the diplomatic agents and consuls of the most favored nation.

## ARTICLE XI

For the better security of commerce between the citizens of the United States and the citizens of the Republic of Honduras it is agreed, that if at any time any interruption of friendly intercourse, or any rupture should unfortunately take place between the two high contracting parties, the citizens of either of the two high contracting parties who may be within any of the territories of the other, shall, if residing upon the coast, be allowed six months, and if in the interior, a whole year, to wind up their accounts and dispose of their property; and a safe conduct shall be given them to embark at the port which they themselves shall select; and even in the event of a rupture, all such citizens of either of the two high contracting parties who are established in any of the territories of the other, in the exercise of any trade or special employment, shall have the privilege of remaining and of continuing such trade and employment, therein without any manner of interruption, in the full enjoyment of their liberty and property as long as they behave peaceably, and commit no offence against the laws; and their goods and effects of whatever description they may be, whether in their own custody or intrusted to individuals or to the State, shall not be liable to seizure or sequestration, nor to any other charges or demands than those which may be made upon the

like effects or property belonging to the native citizens of the country in which such citizens may reside. In the same case debts between individuals, property in public funds, and shares of companies, shall never be confiscated, sequestered, nor detained.

#### ARTICLE XII

The citizens of the United States and the citizens of the Republic of Honduras respectively residing in any of the territories of the other party, shall enjoy in their houses, persons and properties, the protection of the government, and shall continue in possession of the guarantees which they now enjoy. They shall not be disturbed, molested or annoyed in any manner on account of their religious belief, nor in the proper exercise of their religion, either within their own private houses or in the places of worship destined for that purpose, agreeably to the system of tolerance established in the territories of the two high contracting parties; provided they respect the religion of the nation in which they reside, as well as the constitution, laws and customs of the country. Liberty shall also be granted to bury the citizens of either of the two high contracting parties, who may die in the territories aforesaid, in burial places of their own, which in the same manner, may be freely established and maintained; nor shall the funerals or sepulchres of the dead be disturbed in any way or upon any account.

#### ARTICLE XIII

In order that the two high contracting parties may have the opportunity of hereafter treating and agreeing upon such other arrangements, as may tend still further to the improvement of their mutual intercourse, and to the advancement of the interests of their respective citizens, it is agreed, that at any time after the expiration of seven years from the date of exchange of the ratifications of the present treaty, either of the high contracting parties shall have the right of giving to the other party notice of its intention to terminate Articles IV, V, and VI, of the present treaty; and that at the expiration of twelve months after such notice shall have been received by either party from the other, the said articles and all the stipulations contained therein, shall cease to be binding on the two high contracting parties.

#### ARTICLE XIV

Inasmuch as a contract was entered into by the government of Honduras, and a company entitled the "Honduras Inter-oceanic Railway Company," for the construction of a Railway from the Atlantic to the Pacific Oceans, through the territories of Honduras, which contract was ratified by the Constitutional Powers of the State and proclaimed as a law on the 28th of April 1854; and inasmuch, by the terms of Article 5, section VI of said contract "the government of Honduras with the view to secure the route herein

contemplated from all interruption and disturbance from any cause, or under any circumstances engages to open negotiations with the various governments with which it may have relations, for their separate recognition of the perpetual neutrality, and for the protection of the aforesaid route;" therefore to carry out the obligations thus incurred;

1. The Government of Honduras agrees that the right of way or transit over such route or road, or any other that may be constructed within its territories, from sea to sea, shall be at all times open and free to the Government and citizens of the United States, for all lawful purposes whatever. No tolls, duties or charges of any kind shall be imposed by the Government of Honduras on the transit of property belonging to the Government of the United States, or on the public mails sent under authority of the same, nor on the citizens of the United States. And all lawful produce, manufactures, merchandise or other property belonging to citizens of the United States passing from one ocean to the other, in either direction, shall be subject to no import or export duties whatever, nor to any discriminating tolls or charges for conveyance or transit, on any such route or road as aforesaid, and shall be secure and protected from all interruption or detention on the part of the State. The Republic of Honduras further agrees that any other privilege or advantage, commercial or other, which is or may be granted to the subjects or citizens of any other country, in regard to such route or road as aforesaid, shall also, and at the same time be extended to citizens of the United States; and finally as an evidence of its disposition to accord to the travel and commerce of the world, all the advantages resulting from its position in respect to the two great oceans, Honduras of her own good will engages to establish the Ports at the extremities of the contemplated road as Free ports, for all the purposes of commerce and trade.

2. In consideration of these concessions, in order to secure the construction and permanence of the route or road herein contemplated, and also to secure for the benefit of mankind the uninterrupted advantages of such communication from sea to sea, the United States recognizes the rights of sovereignty and property of Honduras in and over the line of said road, and for the same reason guaranties positively and efficaciously the entire neutrality of the same, so long as the United States shall enjoy the privileges conceded to it in the preceding section of this Article. And when the proposed road shall have been completed, the United States equally engages in conjunction with Honduras to protect the same from interruption, seizure or unjust confiscation from whatsoever quarter the attempt may proceed.

3. Nevertheless the United States in according its protection to the said route or road and guaranteeing its neutrality when completed, always understand that this protection and guarantee are granted conditionally and may be withdrawn if the United States should deem that the persons or company undertaking or managing the same, adopt or establish such regulations con-

cerning the traffic thereupon as are contrary to the spirit and intention of this Article, either by making unfair discriminations in favor of the commerce of any nation or nations over the commerce of any other nation or nations, or by imposing oppressive exactions or unreasonable tolls upon passengers, vessels, goods, wares, merchandise, or other articles. The aforesaid protection and guarantee shall not, however, be withdrawn by the United States without first giving six months' notice to the Republic of Honduras.

#### ARTICLE XV

The present treaty shall be ratified, and the ratifications shall be exchanged at Comayagua within the space of one year, or sooner if possible.

In witness whereof the respective Plenipotentiaries have signed the same and have affixed thereto their respective seals.

Done at Comayagua this fourth day of July, in the year of our Lord, one thousand eight hundred and sixty four.

THOS. H. CLAY      [SEAL]

M. COLINDRES      [SEAL]

# CLAIMS: THE CASES OF CHARLES W. RENTON AND JACOB BAIZ

*Agreement signed at Tegucigalpa November 25, 1904*  
*Entered into force November 25, 1904*  
*Terminated upon fulfillment of its terms*

1904 For. Rel. 368

## AGREEMENT

[TRANSLATION]

The undersigned, Leslie Combs, envoy extraordinary and minister plenipotentiary of the United States of America to the Government of Honduras, and Alberto Membreno, secretary of state in the department of industrial development and public works, especially authorized; after the various conferences which have taken place between Mr. Combs and the Government of Honduras for the adjustment of claims brought by the family of the American citizen, Charles W. Renton, and the estate of Mr. Jacob Baiz, also American; have agreed to terminate said claims by means of the following agreement:

### I

The Government of Honduras will pay to the representative of the American Government, as a sum total, final adjustment, and in complete satisfaction of the pending claims to which reference has been made, the sum of *one hundred and twenty thousand* pesos, silver, of legal circulation in Honduras, in monthly installments of *three thousand* pesos each.

(NOTE.—Of this sum 78,607.82 pesos are to be applied to the Renton claims, and 41,392.18 pesos to the Baiz claim.)

### II

These monthly installments shall be paid by the custom-house of Puerto Cortes to the American consul of that place the last day of each month; payments to commence December 31st next.

## III

None of the quantities mentioned in the present agreement shall bear interest.

## IV

The United States minister declares definitely closed the Renton and Baiz claims, to which reference is made in his notes of March 25, September 28, and November 24, 1904; claimants being unable, at any future time, to allege pretensions or rights that have any relation with either of these questions.

In witness whereof they have signed the present agreement, in duplicate of the same tenor, at Tegucigalpa, the 25th day of November, 1904.

LESLIE COMBS [SEAL]

ALBERTO MEMBRENO [SEAL]

## NATURALIZATION

*Convention signed at Tegucigalpa June 23, 1908*

*Senate advice and consent to ratification December 10, 1908*

*Ratified by the President of the United States December 26, 1908*

*Ratified by Honduras April 7, 1909*

*Ratifications exchanged at Tegucigalpa April 16, 1909*

*Entered into force April 16, 1909*

*Proclaimed by the President of the United States June 8, 1909*

36 Stat. 2160; Treaty Series 525

The President of the United States of America and the President of the Republic of Honduras, desiring to regulate the citizenship of those persons who emigrate from the United States of America to Honduras, and from Honduras to the United States of America, have resolved to conclude a Convention on this subject; and for that purpose have appointed their Plenipotentiaries, to conclude a Convention, that is to say:

The President of the United States of America, H. Percival Dodge, Envoy Extraordinary and Minister Plenipotentiary of the United States of America near the Government of Honduras; and

The President of Honduras, Señor Licenciado Marcos Lopez Ponce, Sub-Secretary of Foreign Affairs of the Republic of Honduras;

Who, having examined one another's full powers and having found them in due form, have agreed to and signed the following Articles:

### ARTICLE I

Citizens of the United States who may or shall have been naturalized in Honduras, upon their own application or by their own consent, will be considered by the United States as citizens of the Republic of Honduras. Reciprocally, Honduraneans who may or shall have been naturalized in the United States upon their own application or with their own consent, will be considered by the Republic of Honduras as citizens of the United States.

### ARTICLE II

If a Honduraneean, naturalized in the United States of America, renews his residence in Honduras, without intent to return to the United States, he

may be held to have renounced his naturalization in the United States. Reciprocally, if a citizen of the United States, naturalized in Honduras, renews his residence in the United States, without intent to return to Honduras, he may be presumed to have renounced his naturalization in Honduras.

The intent not to return may be held to exist when the person naturalized in the one country, resides more than two years in the other country, but this presumption may be destroyed by evidence to the contrary.

### ARTICLE III

It is mutually agreed that the definition of the word "citizen," as used in this Convention, shall be held to mean a person to whom the nationality of the United States or of Honduras attaches.

### ARTICLE IV

A recognized citizen of the one party, returning to the territory of the other, remains liable to trial and legal punishment for an action punishable by the laws of his original country and committed before his emigration, but not for the emigration itself, saving always the limitation established by the laws of his original country, and any other remission of liability to punishment.

### ARTICLE V

The declaration of intention to become a citizen of the one or the other country has not for either party the effect of naturalization.

### ARTICLE VI

The present Convention shall go into effect immediately on the exchange of ratifications, and in the event of either party giving the other notice of its intention to terminate the Convention it shall continue to be in effect for one year more, to count from the date of such notice.

The present Convention shall be submitted to the approval and ratification of the respective appropriate authorities of each of the Contracting Parties, and the ratifications shall be exchanged at Washington or at Tegucigalpa within twenty-four months of the date hereof.

In witness whereof, the Plenipotentiaries of the United States of America and of Honduras have signed this Convention in duplicate and have affixed hereunto their respective official Seals in the City of Tegucigalpa, on the twenty-third day of June, in the year of Our Lord one thousand nine hundred and eight.

H. PERCIVAL DODGE [SEAL]

M. LÓPEZ PONCE [SEAL]

## EXTRADITION

*Convention signed at Washington January 15, 1909*

*Senate advice and consent to ratification January 20, 1909*

*Ratified by the President of the United States March 1, 1909*

*Ratified by Honduras May 20, 1912*

*Ratifications exchanged at Washington July 10, 1912*

*Entered into force July 10, 1912*

*Proclaimed by the President of the United States July 10, 1912*

*Supplemented by convention of February 21, 1927*<sup>1</sup>

37 Stat. 1616; Treaty Series 569

The United States of America and the Republic of Honduras, being desirous to confirm their friendly relations and to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice between the United States of America and the Republic of Honduras, and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America, Elihu Root, Secretary of State of the United States; and

The President of the Republic of Honduras, Doctor Luis Lazo A., Envoy Extraordinary and Minister Plenipotentiary of Honduras to the United States;

Who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles:

### ARTICLE I

It is agreed that the Government of the United States and the Government of Honduras shall, upon mutual requisition duly made as herein provided, deliver up to justice any person who may be charged with or may have been convicted of any of the crimes specified in Article II of this Convention committed within the jurisdiction of one of the Contracting Parties while said person was actually within such jurisdiction when the crime was committed, and who shall seek an asylum or shall be found within the territories of the other, provided that such surrender shall take place only upon such evi-

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<sup>1</sup> TS 761, *post*, p. 903.

dence of criminality as, according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offense had been there committed.

## ARTICLE II

Persons shall be delivered up according to the provisions of this Convention, who shall have been charged with or convicted of any of the following crimes:

1. Murder, comprehending the crimes designated by the terms of paricide, assassination, manslaughter, when voluntary; poisoning or infanticide.
2. The attempt to commit murder.
3. Rape, abortion, carnal knowledge of children under the age of twelve years.
4. Bigamy.
5. Arson.
6. Willful and unlawful destruction or obstruction of railroads, which endangers human life.
7. Crimes committed at sea:
  - (a) Piracy, as commonly known and defined by the law of nations, or by statute;
  - (b) Wrongfully sinking or destroying a vessel at sea or attempting to do so;
  - (c) Mutiny or conspiracy by two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the captain or commander of such vessel, or by fraud or violence taking possession of such vessel;
  - (d) Assault on board ships upon the high seas with intent to do bodily harm.
8. Burglary, defined to be the act of breaking into and entering the house of another in the nighttime with intent to commit a felony therein.
9. The act of breaking into and entering into the offices of the Government and public authorities, or the offices of banks, banking houses, saving banks, trust companies, insurance companies, or other buildings not dwellings with intent to commit a felony therein.
10. Robbery, defined to be the act of feloniously and forcibly taking from the person of another, goods or money by violence or by putting him in fear.
11. Forgery or the utterance of forged papers.
12. The forgery or falsification of the official acts of the Government or public authority, including courts of justice, or the uttering or fraudulent use of the same.

13. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by national, state, provincial, territorial, local, or municipal governments, banknotes or other instruments of public credit, counterfeit seals, stamps, dies, and marks of state or public administrations, and the utterance, circulation, or fraudulent use of the above mentioned objects.

14. Embezzlement or criminal malversation committed within the jurisdiction of one or the other party by public officers or depositaries, where the amount embezzled exceeds two hundred dollars (or Honduran equivalent).

15. Embezzlement by any person or persons hired, salaried, or employed, to the detriment of their employers or principals, when the crime or offense is punishable by imprisonment or other corporal punishment by the laws of both countries, and where the amount embezzled exceeds two hundred dollars (or Honduran equivalent).

16. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them or their families, or for any other unlawful end.

17. Larceny, defined to be the theft of effects, personal property, or money, of the value of twenty-five dollars or more.

18. Obtaining money, valuable securities or other property by false pretenses or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds two hundred dollars (or Honduran equivalent).

19. Perjury or subornation of perjury.

20. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director, or officer of any company or corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds two hundred dollars (or Honduran equivalent).

21. The extradition is also to take place for participation in any of the aforesaid crimes as an accessory before or after the fact, provided such participation be punishable by imprisonment by the laws of both Contracting Parties.<sup>2</sup>

### ARTICLE III

The provisions of this Convention shall not import claim of extradition for any crime or offense of a political character, nor for acts connected with such crimes or offenses; and no person surrendered by or to either of the Contracting Parties in virtue of this Convention shall be tried or punished for a political crime or offense. When the offense charged comprises the act either of murder or assassination or of poisoning, either consummated or attempted,

<sup>2</sup> For additions to list of crimes, see supplementary convention of Feb. 21, 1927 (TS 761), *post*, p. 903.

the fact that the offense was committed or attempted against the life of the sovereign or head of a foreign state or against the life of any member of his family, shall not be deemed sufficient to sustain that such a crime or offense was of a political character, or was an act connected with crimes or offenses of a political character.

#### ARTICLE IV

No person shall be tried for any crime or offense other than that for which he was surrendered.

#### ARTICLE V

A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, according to the laws of the place within the jurisdiction of which the crime was committed, the criminal is exempt from prosecution or punishment for the offense for which the surrender is asked.

#### ARTICLE VI

If a fugitive criminal whose surrender may be claimed pursuant to the stipulations hereof, be actually under prosecution, out on bail or in custody, for a crime or offense committed in the country where he has sought asylum, or shall have been convicted thereof, his extradition may be deferred until such proceedings be determined, and until he shall have been set at liberty in due course of law.

#### ARTICLE VII

If a fugitive criminal claimed by one of the parties hereto shall be also claimed by one or more powers pursuant to treaty provisions, on account of crimes committed within their jurisdiction, such criminal shall be delivered to that state whose demand is first received.

#### ARTICLE VIII

Under the stipulations of this Convention, neither of the Contracting Parties shall be bound to deliver up its own citizens.

#### ARTICLE IX

The expense of the arrest, detention, examination, and transportation of the accused shall be paid by the Government which has preferred the demand for extradition.

#### ARTICLE X

Everything found in the possession of the fugitive criminal at the time of his arrest, whether being the proceeds of the crime or offense, or which may be material as evidence in making proof of the crime, shall, so far as practicable, according to the laws of either of the Contracting Parties, be

delivered up with his person at the time of the surrender. Nevertheless, the rights of a third party with regard to the articles aforesaid shall be duly respected.

#### ARTICLE XI

The stipulations of this Convention shall be applicable to all territory wherever situated, belonging to either of the Contracting Parties or in the occupancy and under the control of either of them, during such occupancy or control.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the Contracting Parties. In the event of the absence of such agents from the country or its seat of government, or where extradition is sought from territory included in the preceding paragraph other than the United States, requisition may be made by superior consular officers.

It shall be competent for such diplomatic or superior consular officers to ask and obtain a mandate or preliminary warrant of arrest for the person whose surrender is sought, whereupon the judges and magistrates of the two Governments shall respectively have power and authority, upon complaint made under oath, to issue a warrant for the apprehension of the person charged, in order that he or she may be brought before such judge or magistrate, that the evidence of criminality may be heard and considered; and if, on such hearing, the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper executive authority, that a warrant may issue for the surrender of the fugitive.

If the fugitive criminal shall have been convicted of the crime for which his surrender is asked, a copy of the sentence of the court before which such conviction took place, duly authenticated, shall be produced. If, however, the fugitive is merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime was committed, and of the depositions upon which such warrant may have been issued, shall be produced, with such other evidence or proof as may be deemed competent in the case.

#### ARTICLE XII

If when a person accused shall have been arrested in virtue of the mandate or preliminary warrant of arrest, issued by the competent authority as provided in Article XI hereof, and been brought before a judge or a magistrate to the end that the evidence of his or her guilt may be heard and examined as hereinbefore provided, it shall appear that the mandate or preliminary warrant of arrest has been issued in pursuance of a request or declaration received by telegraph from the Government asking for the extradition, it shall be competent for the judge or magistrate at his discretion to hold the accused for a period not exceeding two months, so that the demanding Government

may have opportunity to lay before such judge or magistrate legal evidence of the guilt of the accused, and if at the expiration of said period of two months such legal evidence shall not have been produced before such judge or magistrate, the person arrested shall be released, provided that the examination of the charges preferred against such accused person shall not be actually going on.

#### ARTICLE XIII

In every case of a request made by either of the two Contracting Parties for the arrest, detention, or extradition of fugitive criminals, the legal officers or fiscal ministry of the country where the proceedings of extradition are had, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every legal means within their or its power; and no claim whatever for compensation for any of the services so rendered shall be made against the Government demanding the extradition, provided, however, that any officer or officers of the surrendering Government so giving assistance who shall, in the usual course of their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the Government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

#### ARTICLE XIV

This Convention shall take effect from the day of the exchange of the ratifications thereof; but either Contracting Party may at any time terminate the same on giving to the other six months' notice of its intention to do so.

The ratifications of the present Convention shall be exchanged at Washington as soon as possible.

In witness whereof the respective Plenipotentiaries have signed the above articles, and have hereunto affixed their seals.

Done in duplicate, at the city of Washington, this 15th day of January, one thousand nine hundred and nine.

ELIHU ROOT [SEAL]

LUIS LAZO A. [SEAL]

## ADVANCEMENT OF PEACE

*Treaty signed at Washington November 3, 1913*

*Senate advice and consent to ratification, with amendments, August 13, 1914*<sup>1</sup>

*Ratified by Honduras May 29, 1916*

*Ratified by the President of the United States, with amendments, July 20, 1916*<sup>1</sup>

*Ratifications exchanged at Washington July 27, 1916*

*Entered into force July 27, 1916*

*Proclaimed by the President of the United States July 28, 1916*

*Superseded June 13, 1925, by convention of February 7, 1923*<sup>2</sup>

39 Stat. 1672; Treaty Series 625

The United States of America and the Republic of Honduras, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose and to that end have appointed as their plenipotentiaries:

The President of the United States, the Honorable William Jennings Bryan, Secretary of State; and

The President of Honduras, Señor Doctor don Alberto Membreño, Envoy Extraordinary and Minister Plenipotentiary of Honduras to the United States;

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon the following articles:

### ARTICLE I

The high contracting parties agree that all disputes between them, of every nature whatsoever, which diplomacy shall fail to adjust, shall be submitted for investigation and report to an International Commission, to be constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and report.

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<sup>1</sup> The U.S. amendments called for the striking out of art. IV and the renumbering of art. V. Art. IV of the treaty as signed reads as follows: "Pending the investigation and report of the International Commission, the high contracting parties agree not to increase their military or naval programs, unless danger from a third power should compel such increase, in which case the party feeling itself menaced shall confidentially communicate the fact in writing to the other contracting party, whereupon the latter shall also be released from its obligation to maintain its military and naval status quo."

The text printed here is the amended text as proclaimed by the President.

<sup>2</sup> TS 717, *ante*, vol. 2, p. 387.

## ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments. The expenses of the Commission shall be paid by the two Governments in equal proportion.

The International Commission shall be appointed within four months after the exchange of the ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

## ARTICLE III

In case the high contracting parties shall have failed to adjust a dispute by diplomatic methods, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, act upon its own initiative, and in such case it shall notify both Governments and request their cooperation in the investigation.

The report of the International Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the high contracting parties shall extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The high contracting parties reserve the right to act independently on the subject-matter of the dispute after the report of the Commission shall have been submitted.

## ARTICLE IV

The present treaty shall be ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the Congress of the Republic of Honduras; and the ratifications shall be exchanged as soon as possible. It shall take effect immediately after the exchange of ratifications, and shall continue in force for a period of five years; and it shall thereafter remain in force until twelve months after one of the high contracting parties have given notice to the other of an intention to terminate it.

In witness whereof the respective plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done in Washington on the third day of November, in the year of our Lord nineteen hundred and thirteen.

WILLIAM JENNINGS BRYAN [SEAL]

ALBERTO MEMBREÑO [SEAL]

# WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Tegucigalpa May 20 and 27, 1925, with text  
of agreement  
Entered into force June 1, 1925*

Department of State files

*The American Chargé d'Affaires ad interim to the Minister of Foreign  
Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
TEGUCIGALPA, May 20, 1925

No. 46

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note of today stating that the Government of Honduras accepts with pleasure the proposal of the Government of the United States with regard to passport visas which was communicated to Your Excellency in my Note No. 38 of April 28.

In view of the acceptance by the Government of Honduras of this proposal and in accordance with the instructions of my Government, I have now the honor to subscribe, on behalf of the Government of the United States of America, the following Agreement with the Government of Honduras:

## AGREEMENT

"The Government of the United States will, from the First day of June Nineteen Hundred and Twenty-five, collect no fee for visaing passports or executing applications therefor in the case of citizens or subjects of the Republic of Honduras desiring to visit the United States (including the insular possessions) who are not 'immigrants' as defined in the Immigration Act of the United States of 1924; namely, '(1) a government official, his family, attendants, servants, and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an

alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in pursuit of his calling as a seaman, and (6) an alien entitled to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation;’ and from the same date the Government of the Republic of Honduras will not require non-immigrant citizens of the United States of like classes desiring to visit Honduras or its possessions, to present visaed passports.”

It is clearly understood, I assume, by Your Excellency, that, in accordance with this exchange of Notes, the Government of Honduras will not require of American citizens visiting Honduras a visaed passport and that this Agreement shall be construed as dispensing American citizens from any existing or future requirement that aliens entering Honduras be provided with a document, for which a fee is charged, issued by Honduran Consular Offices in lieu of a passport visa. And it is understood that Your Excellency’s Government will promptly instruct its Consular Offices to this effect in like manner as the American Government will, upon the receipt of notification from Your Excellency of the acceptance of the Agreement embodied in this Note, instruct American Consular Offices to issue without charge to Honduran citizens visas for the United States in accordance with the provisions set forth above.

If the terms of the Agreement as embodied in this Note meet with the entire approval of the Government of Honduras, I beg Your Excellency to be good enough to confirm the conclusion of the Agreement set forth above by notifying this Legation in a formal note of the adherence of the Government of Honduras to this Agreement. A Note from Your Excellency stating such acceptance of the Agreement will conclude the exchange of Notes.

I avail myself of this opportunity, Mr. Minister, to renew to Your Excellency the assurances of my highest consideration.

LAWRENCE DENNIS  
*Chargé d’Affaires ad interim of the  
United States of America*

His Excellency

DOCTOR SALVADOR AGUIRRE

*Minister of Foreign Affairs  
Tegucigalpa*

*The Minister of Foreign Affairs to the American Chargé d'Affaires  
ad interim*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
OF THE  
REPUBLIC OF HONDURAS

TEGUCIGALPA, *May 27, 1925*

SIR:

It is with the greatest pleasure that I have the honor to refer to your communication of the 20th of this month.

Immediately I am informing you that my Government adheres entirely to the Convention which, with the instructions of your Government, you propose in your note mentioned above and to this end I am now communicating to the Consuls of this Republic the said convention for its faithful fulfillment.

I avail myself of this opportunity to reiterate to you the assurances of my highest consideration.

SALVADOR AGUIRRE

Mr. LAWRENCE DENNIS,

*Chargé d'Affaires ad interim of the United States of America,  
His Office.*

## EXTRADITION

*Convention signed at Tegucigalpa February 21, 1927, supplementing  
convention of January 15, 1909*

*Senate advice and consent to ratification March 14, 1928*

*Ratified by the President of the United States March 22, 1928*

*Ratified by Honduras May 2, 1928*

*Ratifications exchanged at Tegucigalpa June 5, 1928*

*Entered into force June 5, 1928*

*Proclaimed by the President of the United States June 7, 1928*

45 Stat. 2489; Treaty Series 761

### SUPPLEMENTARY EXTRADITION CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF HONDURAS

The United States of America and the Republic of Honduras, being desirous of enlarging the list of crimes on account of which extradition may be granted with regard to criminal acts committed in the United States of America or in the Republic of Honduras under the Convention concluded between them for the extradition of fugitives from justice, signed on January 15, 1909,<sup>1</sup> have resolved to conclude the present Additional Convention and have appointed for this purpose as their respective plenipotentiaries:

The President of the United States of America: Mister George T. Sumnerlin, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Honduras;

The President of the Republic of Honduras: Doctor Fausto Dávila, Minister for Foreign Affairs;

Who, having communicated to each other their respective full powers, found to be in due and proper form, have agreed upon the following articles:

#### ARTICLE I

The following punishable acts are hereby added to the list of crimes numbered 1 to 21 in Article II of the Convention of January 15, 1909, that is to say:

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<sup>1</sup> TS 569, *ante*, p. 892.

21—Crimes against the laws for the suppression of the traffic in narcotic products.

22—Infractions of the customs laws or ordinances which may constitute crimes.

#### ARTICLE II

The present Convention shall be considered as an integral part of the aforementioned Extradition Convention signed January 15, 1909, and it is agreed that the offense of participation as an accessory before or after the fact, numbered 21 in the Convention of 1909, shall now be numbered twenty-three (23), and the offenses set forth in Article I hereof shall be numbered 21 and 22 respectively. The paragraph relating to participation "as an accessory before or after the fact," now renumbered 23, shall be applicable under appropriate circumstances to all the crimes and offenses now numbered 1 to 22 inclusive.

#### ARTICLE III

The present Convention shall be duly ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the Government of the Republic of Honduras; and the ratifications shall be exchanged at Tegucigalpa as soon possible.

This Convention shall take effect from the day of the exchange of the ratifications thereof; but either Contracting Party may at any time terminate the same on giving to the other six months notice of its intention to do so.

In witness whereof, the respective plenipotentiaries have signed the present Convention in duplicate in the English and Spanish languages and have thereunto affixed their seals.

Done at Tegucigalpa this 21st day of February in the year one thousand nine hundred and twenty seven.

GEORGE T. SUMMERLIN [SEAL]

F. DÁVILA [SEAL]

## FRIENDSHIP, COMMERCE, AND CONSULAR RIGHTS

*Treaty signed at Tegucigalpa December 7, 1927*

*Senate advice and consent to ratification May 25, 1928*

*Ratified by the President of the United States June 9, 1928*

*Ratified by Honduras June 15, 1928*

*Ratifications exchanged at Tegucigalpa July 19, 1928*

*Entered into force July 19, 1928*

*Proclaimed by the President of the United States July 23, 1928*

*Provisions inconsistent with trade agreement of December 18, 1935,<sup>1</sup>  
replaced by that agreement*

45 Stat. 2618; Treaty Series 764

The United States of America and the Republic of Honduras desirous of strengthening the bond of peace which happily prevails between them, by arrangements designed to promote friendly intercourse between their respective territories through provisions responsive to the spiritual, cultural, economic and commercial aspirations of the peoples thereof, have resolved to conclude a Treaty of Friendship, Commerce and Consular Rights and for that purpose have appointed as their plenipotentiaries:

The President of the United States of America, George T. Summerlin, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, and

The President of the Republic of Honduras, Doctor Fausto Dávila, Minister for Foreign Affairs of the Republic of Honduras,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following Articles:

### ARTICLE I

The nationals of each of the High Contracting Parties shall be permitted to enter, travel and reside in the territories of the other; to exercise liberty of conscience and freedom of worship; to engage in professional, scientific, religious, philanthropic, manufacturing and commercial work of every kind

<sup>1</sup> EAS 86, *post*, p. 919.

without interference; to carry on every form of commercial activity which is not forbidden by the local law; to own, erect or lease and occupy appropriate buildings and to lease lands for residential, scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes; to employ agents of their choice, and generally to do anything incidental to or necessary for the enjoyment of any of the foregoing privileges upon the same terms as nationals of the State of residence or as nationals of the nation hereafter to be most favored by it, submitting themselves to all local laws and regulations duly established.

The nationals of either High Contracting Party within the territories of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by its nationals.

The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defense of their rights, and in all degrees of jurisdiction established by law.

The nationals of each High Contracting Party shall receive within the territories of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property, and shall enjoy in this respect that degree of protection that is required by international law. Their property shall not be taken without due process of law and without payment of just compensation.

Nothing contained in this Treaty shall be construed to affect existing statutes of either of the High Contracting Parties in relation to the immigration of aliens or the right of either of the High Contracting Parties to enact such statutes.

## ARTICLE II

With respect to that form of protection granted by National, State or Provincial laws establishing civil liability for injuries or for death, and giving to relatives or heirs or dependents of an injured party a right of action or a pecuniary benefit, such relative or heirs or dependents of the injured party, himself a national of either of the High Contracting Parties and within any of the territories of the other, shall regardless of their alienage or residence outside of the territory where the injury occurred, enjoy the same rights and privileges as are or may be granted to nationals, and under like conditions.

## ARTICLE III

The dwellings, warehouses, manufactories, shops, and other places of business, and all premises thereto appertaining of the nationals of each of the High Contracting Parties in the territories of the other, used for any purposes set forth in Article I, shall be respected. It shall not be allowable to make a domiciliary visit to, or search of any such buildings and premises, or there to examine and inspect books, papers or accounts, except under the conditions

and in conformity with the forms prescribed by the laws, ordinances and regulations for nationals.

#### ARTICLE IV

Where, on the death of any person holding real or other immovable property or interests therein within the territories of one High Contracting Party, such property or interests therein would, by the laws of the country or by a testamentary disposition, descend or pass to a national of the other High Contracting Party, whether resident or non-resident, were he not disqualified by the laws of the country where such property or interests therein is or are situated, such national shall be allowed a term of three years in which to sell the same, this term to be reasonably prolonged if circumstances render it necessary, and withdraw the proceeds thereof, without restraint or interference, and exempt from any succession, probate or administrative duties or charges other than those which may be imposed in like cases upon the nationals of the country from which such proceeds may be drawn.

Nationals of either High Contracting Party may have full power to dispose of their personal property of every kind within the territories of the other, by testament, donation, or otherwise, and their heirs, legatees and donees, of whatsoever nationality, whether resident or non-resident, shall succeed to such personal property, and may take possession thereof, either by themselves or by others acting for them, and retain or dispose of the same at their pleasure subject to the payment of such duties or charges only as the nationals of the High Contracting Party within whose territories such property may be or belong shall be liable to pay in like cases.

#### ARTICLE V

The nationals of each of the High Contracting Parties in the exercise of the right of freedom of worship, within the territories of the other, as hereinabove provided, may, without annoyance or molestation of any kind by reason of their religious belief or otherwise, conduct services either within their own houses or within any appropriate buildings which they may be at liberty to erect and maintain in convenient situations, provided their teachings or practices are not contrary to public morals; and they may also be permitted to bury their dead according to their religious customs in suitable and convenient places established and maintained for the purpose, subject to the reasonable mortuary and sanitary laws and regulations of the place of burial.

#### ARTICLE VI

In the event of war between either High Contracting Party and a third State, such Party may draft for compulsory military service nationals of the other having a permanent residence within its territories and who have formally, according to its laws, declared an intention to adopt its nationality

by naturalization, unless such individuals depart from the territories of said belligerent Party within sixty days after a declaration of war.

Between the territories of the High Contracting Parties there shall be freedom of commerce and navigation. The nationals of each of the High Contracting Parties equally with those of the most favored nation, shall have liberty freely to come with their vessels and cargoes to all places, ports and waters of every kind within the territorial limits of the other which are or may be open to foreign commerce and navigation. Nothing in this Treaty shall be construed to restrict the right of either High Contracting Party to impose, on such terms as it may see fit, prohibitions or restrictions of a sanitary character designed to protect human, animal, or plant life, or regulations for the enforcement of police or revenue laws.

Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or conditions and no prohibition on the importation of any article, the growth, produce or manufacture, of the territories of the other than are or shall be imposed on the importation of any like article, the growth, produce or manufacture of any other foreign country.

Each of the High Contracting Parties also binds itself unconditionally to impose no higher or other charges or other restrictions or prohibitions on goods exported to the territories of the other High Contracting Party than are imposed on goods exported to any other foreign country.

Any advantage of whatsoever kind which either High Contracting Party may extend to any article, the growth, produce, or manufacture of any other foreign country shall simultaneously and unconditionally, without request and without compensation, be extended to the like article the growth, produce or manufacture of the other High Contracting Party.

All articles which are or may be legally imported from foreign countries into ports of the United States or are or may be legally exported therefrom in vessels of the United States may likewise be imported into those ports or exported therefrom in Honduran vessels without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in vessels of the United States; and, reciprocally, all articles which are or may be legally imported from foreign countries into the ports of Honduras or are or may be legally exported therefrom in Honduran vessels may likewise be imported into these ports or exported therefrom in vessels of the United States without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in Honduran vessels.

In the same manner there shall be perfect reciprocal equality in relation to the flags of the two countries with regard to bounties, drawbacks, and other privileges of this nature of whatever denomination which may be allowed in the territories of each of the Contracting Parties, on goods imported or exported in national vessels so that such bounties, drawbacks and other

privileges shall also and in like manner be allowed on goods imported or exported in vessels of the other country.

With respect to the amount and collection of duties on imports and exports of every kind, each of the two High Contracting Parties binds itself to give to the nationals, vessels and goods of the other the advantage of every favor, privilege or immunity which it shall have accorded to the nationals, vessels and goods of a third State, whether such favored State shall have been accorded such treatment gratuitously or in return for reciprocal compensatory treatment. Every such favor, privilege or immunity which shall hereafter be granted the nationals, vessels or goods of a third State shall simultaneously and unconditionally, without request and without compensation, be extended to the other High Contracting Party, for the benefit of itself, its nationals and vessels.

The stipulations of this Article do not extend to the treatment which is accorded by the United States to the commerce of Cuba under the provisions of the Commercial Convention concluded by the United States and Cuba on December 11, 1902,<sup>2</sup> or any other commercial convention which hereafter may be concluded by the United States with Cuba, or to the commerce of the United States with any of its dependencies and the Panama Canal Zone under existing or future laws, or to the treatment which Honduras accords, or may hereafter accord, to the commerce of Costa Rica, Guatemala, Nicaragua, Panama, and/or Salvador, so long as any special treatment accorded to the commerce of those countries or any of them by Honduras is not accorded to any other country.

#### ARTICLE VIII

The nationals and merchandise of each High Contracting Party within the territories of the other shall receive the same treatment as nationals and merchandise of the country with regard to internal taxes, transit duties, charges in respect to warehousing and other facilities and the amount of drawbacks and bounties.

#### ARTICLE IX

No duties of tonnage, harbor, pilotage, lighthouse, quarantine, or other similar or corresponding duties or charges of whatever denomination, levied in the name or for the profit of the Government, public functionaries, private individuals, corporations or establishments of any kind shall be imposed in the ports of the territories of either country upon the vessels of the other, which shall not equally, under the same conditions, be imposed on national vessels. Such equality of treatment shall apply reciprocally to the vessels of the two countries respectively from whatever place they may arrive and whatever may be their place of destination.

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<sup>2</sup> TS 427, *ante*, vol. 6, p. 1106, CUBA.

## ARTICLE X

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties, and carrying the papers required by its national laws in proof of nationality shall, both within the territorial waters of the other High Contracting Party and on the high seas, be deemed to be the vessels of the Party whose flag is flown.

## ARTICLE XI

Merchant vessels and other privately owned vessels under the flag of either of the High Contracting Parties shall be permitted to discharge portions of cargoes at any port open to foreign commerce in the territories of the other High Contracting Party, and to proceed with the remaining portions of such cargoes to any other ports of the same territories open to foreign commerce, without paying other or higher tonnage dues or port charges in such cases than would be paid by national vessels in like circumstances, and they shall be permitted to load in like manner at different ports in the same voyage outward, provided, however, that the coasting trade of the High Contracting Parties is exempt from the provisions of this Article and from the other provisions of this Treaty, and is to be regulated according to the laws of each High Contracting Party in relation thereto. It is agreed, however, that the nationals of either High Contracting Party shall within the territories of the other enjoy with respect to the coasting trade the most favored nation treatment, excepting that special treatment with respect to the coasting trade of Honduras may be granted by Honduras on condition of reciprocity to vessels of Costa Rica, Guatemala, Nicaragua, Panama, and/or Salvador, so long as such special treatment is not accorded to vessels of any other country.

## ARTICLE XII

Commercial travelers representing manufacturers, merchants and traders domiciled in the territories of either High Contracting Party shall on their entry into and sojourn in the territories of the other Party and on their departure therefrom be accorded the most favored nation treatment in respect of customs and other privileges and of all charges and taxes of whatever denomination applicable to them or to their samples.

If either High Contracting Party requires the presentation of an authentic document establishing the identity and authority of a commercial traveler, a signed statement by the concern or concerns represented, certified by a consular officer of the country of destination shall be accepted as satisfactory.

## ARTICLE XIII

Limited liability and other corporations and associations, whether or not for pecuniary profit, which have been or may hereafter be organized in

accordance with and under the laws, National, State or Provincial, of either High Contracting Party and maintain a central office within the territories thereof, shall have their juridical status recognized by the other High Contracting Party provided that they pursue no aims within its territories contrary to its laws. They shall enjoy free access to the courts of law and equity, on conforming to the laws regulating the matter, as well for the prosecution as for the defense of rights in all the degrees of jurisdiction established by law.

The right of such corporations and associations of either High Contracting Party so recognized by the other to establish themselves within its territories, establish branch offices and fulfill their functions therein shall depend upon, and be governed solely by, the consent of such Party as expressed in its National, State, or Provincial laws. If such consent be given on the condition of reciprocity, the condition shall be deemed to relate to the provisions of the laws, National, State, or Provincial, under which the foreign corporation or association desiring to exercise such rights is organized.

#### ARTICLE XIV

The nationals of either High Contracting Party shall enjoy within the territories of the other reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the organization of and participation in limited liability and other corporations and associations, for pecuniary profit or otherwise, including the rights of promotion, incorporation, purchase and ownership and sale of shares and the holding of executive or official positions therein. In the exercise of the foregoing rights and with respect to the regulation or procedure concerning the organization or conduct of such corporations or associations, such nationals shall be subjected to no condition less favorable than those which have been or may hereafter be imposed upon the nationals of the most favored nation. The rights of any of such corporations or associations as may be organized or controlled or participated in by the nationals of either High Contracting Party within the territories of the other to exercise any of their functions therein, shall be governed by the laws and regulations, National, State or Provincial, which are in force or may hereafter be established within the territories of the Party wherein they propose to engage in business.

The nationals of either High Contracting Party shall, moreover, enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain of the other.

## ARTICLE XV

There shall be complete freedom of transit through the territories including territorial waters of each High Contracting Party on the routes most convenient for international transit, by rail, navigable waterway, and canal, other than the Panama Canal and waterways and canals which constitute international boundaries, to persons and goods coming from or going through the territories of the other High Contracting Party, except such persons as may be forbidden admission into its territories or goods of which the importation may be prohibited by law. Persons and goods in transit shall not be subjected to any transit duty, or to any unnecessary delays or restrictions, and shall be given national treatment as regards charges, facilities, and all other matters.

Goods in transit must be entered at the proper custom house, but they shall be exempt from all customs or other similar duties.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic.

## ARTICLE XVI

Each of the High Contracting Parties agrees to receive from the other, consular officers in those of its ports, places and cities, where it may be convenient and which are open to consular representatives of any foreign country.

Consular officers of each of the High Contracting Parties shall after entering upon their duties, enjoy reciprocally in the territories of the other all the rights, privileges, exemptions and immunities which are enjoyed by officers of the same grade of the most favored nation. As official agents, such officers shall be entitled to the high consideration of all officials, national or local, with whom they have official intercourse in the State which receives them.

The Government of each of the High Contracting Parties shall furnish free of charge the necessary exequatur of such consular officers of the other as present a regular commission signed by the chief executive of the appointing State and under its great seal; and it shall issue to a subordinate or substitute consular officer duly appointed by an accepted superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of the respective countries shall be requisite for the exercise by the appointee of the consular function. On the exhibition of an exequatur, or other document issued in lieu thereof to such subordinate, such consular officer shall be permitted to enter upon his duties and to enjoy the rights, privileges and immunities granted by this Treaty.

## ARTICLE XVII

Consular officers, nationals of the State by which they are appointed, shall be exempt from arrest except when charged with the commission of offenses locally designated as crimes other than misdemeanors and subjecting the individual guilty thereof to punishment. Such officers shall be exempt from military billetings, and from service of any military or naval, administrative or police character whatsoever.

In criminal cases the attendance at the trial by a consular officer as a witness may be demanded by the prosecution or defense. The demand shall be made with all possible regard for the consular dignity and the duties of the office; and there shall be compliance on the part of the consular officer.

Consular officers shall be subject to the jurisdiction of the courts in the State which receives them in civil cases, subject to the proviso, however, that when the officer is a national of the State which appoints him and is engaged in no private occupation for gain, his testimony shall be taken orally or in writing at his residence or office and with due regard for his convenience. The officer should, however, voluntarily give his testimony at the trial whenever it is possible to do so without serious interference with his official duties.

## ARTICLE XVIII

Consular officers, including employees in a consulate, nationals of the State by which they are appointed other than those engaged in private occupations for gain within the State where they exercise their functions shall be exempt from all taxes, National, State, Provincial and Municipal, levied upon their persons or upon their property, except taxes levied on account of the possession or ownership of immovable property situated in, or income derived from property of any kind situated or belonging within the territories of the State within which they exercise their functions. All consular officers and employees, nationals of the State appointing them shall be exempt from the payment of taxes on the salary, fees or wages received by them in compensation for their consular services.

Lands and buildings situated in the territories of either High Contracting Party, of which the other High Contracting Party is the legal or equitable owner and which are used exclusively for governmental purposes by that owner, shall be exempt from taxation of every kind, National, State, Provincial and Municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

## ARTICLE XIX

Consular officers may place over the outer door of their respective offices the arms of their State with an appropriate inscription designating the official office. Such officers may also hoist the flag of their country on their offices

including those situated in the capitals of the two countries. They may likewise hoist such flag over any boat or vessel employed in the exercise of the consular function.

The consular offices and archives shall at all times be inviolable. They shall under no circumstances be subjected to invasion by any authorities of any character within the country where such offices are located. Nor shall the authorities under any pretext make any examination or seizure of papers or other property deposited within a consular office. Consular offices shall not be used as places of asylum. No consular officers shall be required to produce official archives in court or testify as to their contents.

Upon the death, incapacity, or absence of a consular officer having no subordinate consular officer at his post, secretaries or chancellors, whose official character may have previously been made known to the Government of the State where the consular function was exercised, may temporarily exercise the consular function of the deceased or incapacitated or absent consular officer; and while so acting shall enjoy all the rights, prerogatives and immunities granted to the incumbent.

#### ARTICLE XX

Consular officers of either High Contracting Party may, within their respective consular districts, address the authorities, National, State, Provincial or Municipal, for the purpose of protecting the nationals of the State by which they are appointed in the enjoyment of their rights accruing by treaty or otherwise. Complaint may be made for the infraction of those rights. Failure upon the part of the proper authorities to grant redress or to accord protection may justify interposition through the diplomatic channel, and in the absence of a diplomatic representative, a consul general or the consular officer stationed at the capital may apply directly to the Government of the country.

#### ARTICLE XXI

Consular officers may, in pursuance of the laws of their own country, take, at any appropriate place within their respective districts, the depositions of any occupants of vessels of their own country, or of any national of, or of any person having permanent residence within the territories of, their own country. Such officers may draw up, attest, certify and authenticate unilateral acts, deeds, and testamentary depositions of their countrymen, and also contracts to which a countryman is a party. They may draw up, attest, certify and authenticate written instruments of any kind purporting to express or embody the conveyance or encumbrance of property of any kind within the territory of the State by which such officers are appointed, and unilateral acts, deeds, testamentary depositions and contracts relating to property situated, or business to be transacted within, the territories of the State by which they are appointed, embracing unilateral acts, deeds, testamentary deposi-

tions or agreements executed solely by nationals of the State within which such officers exercise their functions.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated under his official seal by the consular officer shall be received as evidence in the territories of the High Contracting Parties as original documents or authenticated copies, as the case may be, and shall have the same force and effect as if drawn by and executed before a notary or other public officer duly authorized in the country by which the consular officer was appointed; provided, always that such documents shall have been drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

#### ARTICLE XXII

A consular officer shall have exclusive jurisdiction over controversies arising out of the internal order of private vessels of his country, and shall alone exercise jurisdiction in cases, wherever arising, between officers and crews, pertaining to the enforcement of discipline on board, provided the vessel and the persons charged with wrongdoing shall have entered a port within his consular district. Such an officer shall also have jurisdiction over issues concerning the adjustment of wages and the execution of contracts relating thereto provided the local laws so permit.

When an act committed on board of a private vessel under the flag of the State by which the consular officer has been appointed and within the territorial waters of the State to which he has been appointed constitutes a crime according to the laws of that State, subjecting the person guilty thereof to punishment as a criminal, the consular officer shall not exercise jurisdiction except in so far as he is permitted to do so by the local law.

A consular officer may freely invoke the assistance of the local police authorities in any matter pertaining to the maintenance of internal order on board of a vessel under the flag of his country within the territorial waters of the State to which he is appointed, and upon such a request the requisite assistance shall be given.

A consular officer may appear with the officers and crews of vessels under the flag of his country before the judicial authorities of the State to which he is appointed to render assistance as an interpreter or agent.

#### ARTICLE XXIII

In case of the death of a national of either High Contracting Party in the territory of the other without having in the territory of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the State of which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

In case of the death of a national of either of the High Contracting Parties without will or testament, in the territory of the other High Contracting Party, the consular officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such consular officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

Whenever a consular officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

#### ARTICLE XXIV

A consular officer of either High Contracting Party may in behalf of his non-resident countrymen receipt for their distributive shares derived from estates in process of probate or accruing under the provisions of so-called Workmen's Compensation Laws or other like statutes provided he remit any funds so received through the appropriate agencies of his Government to the proper distributees, and provided further that he furnish to the authority or agency making distribution through him reasonable evidence of such remission.

#### ARTICLE XXV

A consular officer of either High Contracting Party shall have the right to inspect within the ports of the other High Contracting Party within his consular district, the private vessels of any flag destined or about to clear for ports of the country appointing him in order to observe the sanitary conditions and measures taken on board such vessels, and to be enabled thereby to execute intelligently bills of health and other documents required by the laws of his country, and to inform his Government concerning the extent to which its sanitary regulations have been observed at ports of departure by vessels destined to its ports, with a view of facilitating entry of such vessels therein.

#### ARTICLE XXVI

Each of the High Contracting Parties agrees to permit the entry free of all duty and without examination of any kind, of all furniture, equipment and supplies intended for official use in the consular offices of the other, and to extend to such consular officers of the other and their families and suites as are its nationals, the privilege of entry free of duty of their baggage and all

other personal property, whether accompanying the officer to his post or imported at any time during his incumbency thereof; provided, nevertheless, that no article, the importation of which is prohibited by the law of either of the High Contracting Parties, may be brought into its territories.

It is understood, however, that this privilege shall not be extended to consular officers who are engaged in any private occupation for gain in the countries to which they are accredited, save with respect to governmental supplies.

#### ARTICLE XXVII

All proceedings relative to the salvage of vessels of either High Contracting Party wrecked upon the coasts of the other shall be directed by the consular officer of the country to which the vessel belongs and within whose district the wreck may have occurred. Pending the arrival of such officer, who shall be immediately informed of the occurrence, the local authorities shall take all necessary measures for the protection of persons and the preservation of wrecked property. The local authorities shall not otherwise interfere than for the maintenance of order, the protection of the interests of the salvors, if these do not belong to the crews that have been wrecked and to carry into effect the arrangements made for the entry and exportation of the merchandise saved. It is understood that such merchandise is not to be subjected to any custom house charges, unless it be intended for consumption in the country where the wreck may have taken place.

The intervention of the local authorities in these different cases shall occasion no expense of any kind, except such as may be caused by the operations of salvage and the preservation of the goods saved, together with such as would be incurred under similar circumstances by vessels of the nation.

#### ARTICLE XXVIII

Subject to any limitation or exception hereinabove set forth, or hereafter to be agreed upon the territories of the High Contracting Parties to which the provisions of this Treaty extend shall be understood to comprise all areas of land, water, and air over which the Parties respectively claim and exercise dominion as sovereign thereof, except the Panama Canal Zone.

#### ARTICLE XXIX

Except as provided in the third paragraph of this Article the present Treaty shall remain in full force for the term of ten years from the date of the exchange of ratifications, on which date it shall begin to take effect in all of its provisions.

If within one year before the expiration of the aforesaid period of ten years neither High Contracting Party notifies to the other an intention of modifying by change or omission, any of the provisions of any of the articles in this Treaty or of terminating it upon the expiration of the aforesaid period,

the Treaty shall remain in full force and effect after the aforesaid period and until one year from such a time as either of the High Contracting Parties shall have notified to the other an intention of modifying or terminating the Treaty.

The fifth and sixth paragraphs of Article VII and Articles IX and XI shall remain in force for twelve months from the date of exchange of ratifications, and if not then terminated on ninety days' previous notice shall remain in force until either of the High Contracting Parties shall enact legislation inconsistent therewith when the same shall automatically lapse at the end of sixty days from such enactment, and on such lapse each High Contracting Party shall enjoy all the rights which it would have possessed had such paragraphs or articles not been embraced in the Treaty.

The present Treaty shall, from the date of the exchange of ratifications, be deemed to supplant, terminate and annul the Treaty of Friendship, Commerce and Navigation, concluded by the United States and Honduras on July 4, 1864.<sup>3</sup>

#### ARTICLE XXX

The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Tegucigalpa as soon as possible.

In witness whereof the respective plenipotentiaries have signed the same and have affixed their seals thereto.

Done in duplicate, in the English and Spanish languages at Tegucigalpa, this seventh day of December, nineteen hundred and twenty-seven.

GEORGE T. SUMMERLIN [SEAL]

F. DÁVILA [SEAL]

## RECIPROCAL TRADE

*Agreement signed at Tegucigalpa December 18, 1935*<sup>1</sup>

*Proclaimed by the President of the United States February 1, 1936*

*Proclaimed by Honduras February 1, 1936*

*Entered into force March 2, 1936*

*Schedules, articles I, II, IV, and V, and references to article V contained in article XVI terminated February 28, 1961, by agreement of January 18, 1961*<sup>2</sup>

49 Stat. 3851 ; Executive Agreement Series 86

### PREAMBLE

The President of the United States of America and the President of the Republic of Honduras, being desirous of strengthening the traditional bonds of friendship between the two countries by maintaining the principle of equality of treatment as the basis of commercial relations and by granting mutual and reciprocal concessions and advantages for the promotion of trade, have through their respective Plenipotentiaries arrived at the following Agreement:

### ARTICLE I

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I annexed to this Agreement<sup>1</sup> and made a part thereof, shall, on their importation into the Republic of Honduras, be exempt from ordinary customs duties in excess of those set forth in the said Schedule. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the Republic of Honduras in force on the day of the signature of this Agreement.

With respect to soaps and butter, enumerated and described in Schedule I, the Republic of Honduras agrees to exempt them from the taxes to which they are now subject as a result of the provisions of Decree No. 84 of the National Congress of Honduras, published on March 3, 1934, on and after the date on which this Agreement comes into force, but, in accordance with the provisions of Article III of this Agreement, they may be subject, together

<sup>1</sup> For schedules annexed to agreement, see 49 Stat. 3866 or p. 16 of EAS 86.

<sup>2</sup> 12 UST 84; TIAS 4677.

with all other articles the growth, produce or manufacture of the United States of America, whether or not enumerated in Schedule I, to the taxes which in accordance with law the municipalities may establish.

#### ARTICLE II

Articles the growth, produce or manufacture of the Republic of Honduras, enumerated and described in Schedule II annexed to this agreement and made a part thereof, shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth in the said Schedule. The said articles shall also be exempt from all other duties, taxes, fees, charges, or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the United States of America in force on the day of the signature of this Agreement.

#### ARTICLE III

Articles the growth, produce or manufacture of the United States of America or the Republic of Honduras, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions, other or higher than those payable on like articles of national origin or any other foreign origin.

#### ARTICLE IV

In respect of articles the growth, produce or manufacture of the United States of America or the Republic of Honduras, enumerated and described in Schedules I and II, respectively, imported into the other country, on which ad valorem rates of duty, or duties based upon or regulated in any manner by value, are or may be assessed, it is understood and agreed that the bases and methods of determining dutiable value and of converting currencies shall be no less favorable to importers than the bases and methods prescribed under laws and regulations of the Republic of Honduras and the United States of America, respectively, in force on the day of the signature of this Agreement.

#### ARTICLE V

1. No prohibitions, import or customs quotas, import licenses, or any other form of quantitative regulation, whether or not operated in connection with any agency of centralized control, shall be imposed by the Republic of Honduras on the importation or sale of any article the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I, nor by the United States of America on the importation or sale of any article the growth, produce or manufacture of the Republic of Honduras, enumerated and described in Schedule II.

2. The foregoing provision shall not apply to:

a) Prohibitions or restrictions (1) imposed on moral or humanitarian grounds; (2) designed to protect human, animal or plant life; (3) relating to prison-made goods; or (4) relating to the enforcement of police or revenue laws; or to

b) Quantitative restrictions in whatever form, imposed by the United States of America or the Republic of Honduras on the importation or sale of any article the growth, produce or manufacture of the other country, in conjunction with governmental measures operating to regulate or control the production, market supply, or prices of like domestic articles or tending to increase the labor costs of production of such articles. Whenever the Government of either country proposes to establish or change any restriction authorized by this subparagraph, it shall give notice thereof in writing to the other Government and shall afford such other Government an opportunity within thirty days after receipt of such notice to consult with it in respect of the proposed action; and if an agreement with respect thereto is not reached within thirty days following receipt of the aforesaid notice, the Government which proposes to take such action shall be free to do so at any time thereafter, and the other Government shall be free within fifteen days after such action is taken to terminate this agreement in its entirety on thirty days' written notice.

3. It is understood that the provisions of this Article do not affect the application of measures directed against misbranding, adulteration and other fraudulent practices, or the application of measures directed against unfair practices in import trade, such as are provided for in laws of the United States of America or the Republic of Honduras.

#### ARTICLE VI

1. If the Government of the United States of America or of the Republic of Honduras establishes or maintains any form of quantitative restriction or control of the importation or sale of any article in which the other country has an interest, or imposes a lower import duty or charge on the importation or sale of a specified quantity of any such article than the duty or charge imposed on importations in excess of such quantity, the Government taking such action will:

(a) Give public notice of the total quantity, or any change therein, of any such article permitted to be imported or sold or permitted to be imported or sold at such lower duty or charge, during a specified period;

(b) Allot to the other country for such specified period a share of such total quantity as originally established or subsequently changed in any manner, equivalent to the proportion of the total importation of such article which such other country supplied during a previous representative period, unless it is mutually agreed to dispense with such allotment; and

(c) Give public notice of the allotments of such quantity among the several exporting countries, and at all times, upon request, advise the Government of the other country of the quantity of any such article the growth, produce or manufacture of each exporting country, which has been imported or sold or for which licenses or permits for importation or sale have been granted.

2. Neither the United States of America nor the Republic of Honduras shall regulate the total quantity of importations into its territory or sales therein of any article in which the other country has an interest by import licenses or permits issued to individuals or organizations, unless the total quantity of such article permitted to be imported or sold during a quota period of not less than three months shall have been established, and unless the regulations covering the issuance of such licenses or permits shall have been made public before such regulations are put in force.

#### ARTICLE VII

In the event that the Government of the United States of America or the Government of the Republic of Honduras establishes or maintains a monopoly for the importation, production or sale of a particular commodity, or grants exclusive privileges formally or in effect to one or more agencies to import, produce or sell a particular commodity, the Government of the country establishing or maintaining such monopoly, or granting such monopoly privileges, agrees that in respect of the foreign purchases of such monopoly or agency, the commerce of the other country shall receive fair and equitable treatment. To this end, it is agreed that in making its foreign purchases of any product such monopoly or agency will be influenced solely by those considerations, such as price, quality, marketability and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing such product on the most favorable terms.

#### ARTICLE VIII

The tariff advantages and other benefits provided for in this Agreement are granted by the United States of America and the Republic of Honduras to each other subject to the condition that if the Government of either country shall establish or maintain, directly or indirectly, any form of control of foreign exchange, it shall administer such control so as to insure that the nationals and commerce of the other country will be granted a fair and equitable share in the allotment of exchange.

With respect to the exchange made available for commercial transactions, it is agreed that the Government of each country shall be guided in the administration of any form of control of foreign exchange by the principle that, as nearly as may be determined, the share of the total available exchange which is allotted to the other country shall not be less than the share employed in a previous representative period prior to the establishment of any exchange

control for the settlement of commercial obligations to the nationals of such other country.

The Government of each country will give sympathetic consideration to any representations which the other Government may make in respect of the application of the provisions of this Article, and if, within thirty days after the receipt of such representations, a satisfactory adjustment has not been made or an agreement has not been reached with respect to such representations, the Government making them may, within fifteen days after the expiration of the aforesaid period of thirty days, terminate this Article or this Agreement in its entirety on thirty days' written notice.

#### ARTICLE IX

With respect to customs duties or charges of any kind imposed on or in connection with importation or exportation, and with respect to the method of levying such duties or charges, and with respect to all rules and formalities in connection with importation or exportation, and with respect to all laws or regulations affecting the sale or use of imported goods within the country, any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the Republic of Honduras to any article originating in or destined for any third country, shall be accorded immediately and unconditionally to the like article originating in or destined for the Republic of Honduras or the United States of America, respectively.

#### ARTICLE X

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America or the Republic of Honduras, respectively, pertaining to the classification of articles for customs purposes or to rates of duty shall be published promptly in such a manner as to enable traders to become acquainted with them. Such laws, regulations and decisions shall be applied uniformly at all ports of the respective country, except as otherwise specifically provided in statutes of the United States of America relating to articles imported into Puerto Rico.

No administrative ruling by the United States of America or by the Republic of Honduras effecting advances in rates of duties or in charges applicable under an established and uniform practice to imports originating in the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or with respect to articles either entered for or withdrawn for consumption prior to the expiration of thirty days after the date of publication of notice of such ruling in the usual official manner. The provisions of this paragraph do not apply to administrative orders imposing antidumping duties, or relating to regulations for the protection of human, animal, or plant life, or relating to public safety, or giving effect to judicial decisions.

## ARTICLE XI

In the event that a wide variation occurs in the rate of exchange between the currencies of the United States of America and the Republic of Honduras, the Government of either country, if it considers the variation so substantial as to prejudice the industries or commerce of the country, shall be free to propose negotiations for the modification of this Agreement or to terminate this Agreement in its entirety on thirty days' written notice.

## ARTICLE XII

Greater than nominal penalties will not be imposed in the United States of America or in the Republic of Honduras upon importations of articles the growth, produce or manufacture of the other country because of errors in documentation obviously clerical in origin or where good faith can be established.

The Government of each country will accord sympathetic consideration to, and when requested, will afford adequate opportunity for consultation regarding, such representations as the other Government may make with respect to the operation of customs regulations, quantitative restrictions or the administration thereof, the observance of customs formalities, or the application of sanitary laws and regulations for the protection of human, animal, or plant life.

In the event that the Government of either country makes representations to the Government of the other country in respect of the application of any sanitary law or regulation for the protection of human, animal, or plant life, and if there is disagreement with respect thereto, a committee of technical experts on which each Government shall be represented shall, on the request of either Government, be established to consider the matter and to submit recommendations to the two Governments.

Whenever practicable the Government of either country, before applying any new measure of sanitary character, will consult with the Government of the other country with a view to insuring that there will be as little injury to the commerce of the latter country as may be consistent with the purpose of the proposed measure. The provisions of this paragraph do not apply to actions affecting individual shipments under sanitary measures already in effect or to actions based on pure food and drug laws.

## ARTICLE XIII

Except as otherwise provided in the second paragraph of this Article, the provisions of this Agreement relating to the treatment to be accorded by the United States of America or by the Republic of Honduras, respectively, to the commerce of the other country, shall not apply to the Philippine Islands, the Virgin Islands, American Samoa, the Island of Guam, or to the Panamá Canal Zone.

Subject to the reservations set forth in the third and fourth paragraphs of this Article, the provisions of Article IX shall apply to articles the growth, produce or manufacture of any territory under the sovereignty or authority of the United States of America or of the Republic of Honduras, imported from or exported to any territory under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panamá Canal Zone.

The advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Honduras to adjacent countries in order to facilitate frontier traffic and advantages resulting from a customs union to which either the United States of America or the Republic of Honduras may become a party shall be excepted from the operation of this Agreement.

The advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America, its territories or possessions or the Panamá Canal Zone to the Philippine Islands irrespective of any change that may take place in the political status of the Philippine Islands.

The advantages now accorded or which may hereafter be accorded by the Republic of Honduras to the commerce of Costa Rica, El Salvador, Guatemala, Nicaragua or Panama, so long as any such advantage is not accorded to any other country, shall be excepted from the operation of this Agreement.

Unless otherwise specifically provided in this Agreement, the provisions thereof shall not be construed to apply to police or sanitary regulations; and nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the exportation of gold or silver, or to prevent the adoption of such measures as the United States of America or the Republic of Honduras, respectively, may see fit with respect to the control of the export or sale for export of arms, munitions, or implements of war, and, in exceptional circumstances, of all other military supplies.

#### ARTICLE XIV

In the event that the United States of America or the Republic of Honduras adopts any measure which, even though it does not conflict with the terms of this Agreement, is considered by the Government of the other country to have the effect of nullifying or impairing any object of the Agreement, the Government of the country which has adopted any such measure shall consider such representations and proposals as the Government of the other

country may make with a view to effecting a mutually satisfactory adjustment of the matter.

#### ARTICLE XV

As long as the present Agreement remains in force, it shall replace any provisions of the Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Republic of Honduras, signed at Tegucigalpa on December 7, 1927,<sup>3</sup> which may be inconsistent with this Agreement. However, upon the expiration of this Agreement, the provisions of the aforesaid Treaty which have been temporarily suspended shall automatically resume operation and shall continue in full force and effect subject to termination as provided in that Treaty.

#### ARTICLE XVI

The present Agreement shall come into force on the thirtieth day following proclamation thereof by the President of the United States of America, and the President of the Republic of Honduras, or should the proclamations be issued on different days, on the thirtieth day following the date of the later in time of such proclamations, and shall remain in force for the term of one year thereafter, unless terminated pursuant to the provisions of Article V, Article VIII or Article XI. The Government of each country shall notify the Government of the other country of the date of its proclamation.

Unless at least six months before the expiration of the aforesaid term of one year the Government of either country shall have given to the other Government notice of intention to terminate the Agreement upon the expiration of the aforesaid term, the Agreement shall remain in force thereafter, subject to termination under the provisions of Article V, Article VIII or Article XI, until six months from such time as the Government of either country shall have given notice to the other Government.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

Done in duplicate, in the English and Spanish languages, both authentic, at the City of Tegucigalpa this eighteenth day of December, nineteen hundred and thirty-five.

For the President of the United States of America:

LEO J. KEENA [SEAL]

For the President of the Republic of Honduras:

ARMANDO FLORES FIALLOS [SEAL]

[For schedules annexed to agreement, see 49 Stat. 3866 or p. 16 of EAS 86.]

<sup>3</sup> TS 764, *ante*, p. 905.

## EXCHANGE OF PUBLICATIONS

*Exchange of notes at Tegucigalpa December 2 and 12, 1940*

*Entered into force December 12, 1940*

*Superseded by agreement of March 1 and 24, 1950*<sup>1</sup>

54 Stat. 2471; Executive Agreement Series 194

*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

NATIONAL PALACE

TEGUCIGALPA, D.C., *December 2, 1940*

No. 789

MR. MINISTER:

I have the honor to refer to Your Excellency's kind note no. 286 dated November 8 last, and I am pleased to inform you that my Government is prepared to conclude with your illustrious Government the agreement which you propose regarding the exchange of official publications, and in this connection it is a pleasure for me to place on record that we have agreed upon the following:

There shall be an exchange of official publications between the Governments of Honduras and of the United States of America which shall be effected in accordance with the following provisions:

1. The office for the exchange of publications on the part of the Government of Honduras shall be the Office of Exchange of the Ministry of Foreign Affairs; and on the part of the United States of America, the Smithsonian Institution.

2. The official publications exchanged shall be received on behalf of Honduras by the Ministry of Foreign Affairs and on behalf of the United States of America by the Library of Congress.

3. The Government of Honduras shall furnish regularly one copy of each of the official publications included on the attached list no. 1.

4. The Government of the United States shall furnish one copy of each of the official publications included on the attached list no. 2.

5. Each party to the agreement shall bear the postal, railway, navigation, and other charges arising in its own country.

<sup>1</sup> 1 UST 391; TIAS 2057.

6. Both parties express their desire to expedite shipments as far as possible.

7. It shall be understood that this agreement shall not modify other agreements concerning the exchange of official publications which may be in effect between the departments or instrumentalities of the two Governments.

Please accept, Mr. Minister, the assurances of my highest and most distinguished consideration.

SALVADOR AGUIRRE

His Excellency JOHN D. ERWIN,  
*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America,  
American Legation.*

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*The American Minister to the Minister of Foreign Affairs*

No. 300

TEGUCIGALPA, D.C., *December 12, 1940*

EXCELLENCY:

I have the honor to acknowledge the receipt of your kind Note No. 789, of December 2, 1940, stating that Your Excellency's Government is agreeable to the conclusion of an agreement with the United States for the exchange of certain official publications listed in my Note No. 286, of November 8, 1940, in the manner proposed by the Librarian of Congress, and in accordance with the Buenos Aires convention.

I have been authorized by my Government to conclude this agreement, whose terms have been set forth in the referred to notes exchanged between Your Excellency and myself on behalf of our respective Governments. The agreement may be considered in effect from this date forth, placing upon a formal and more permanent basis the informal arrangement heretofore in effect upon this subject.

Please accept, Excellency, the renewed assurances of my highest esteem and most distinguished consideration.

JOHN D. ERWIN

His Excellency  
Dr. SALVADOR AGUIRRE,  
*Minister for Foreign Affairs,  
Tegucigalpa, D.C.*

## LISTA NO. 1

## PUBLICACIONES OFICIALES QUE SE ENVIARAN REGULARMENTE POR EL GOBIERNO DE HONDURAS

La Gaceta  
 Decretos del Congreso Nacional Legislativo  
 Presupuesto general de egresos e ingresos (anual)  
 Congreso Nacional. Boletín del Congreso Nacional Legislativo  
 Corte Suprema de Justicia. Gaceta Judicial (bi-semanal)  
 Presidente. Mensaje Presidencial (anual)  
 Secretaría de Educación Pública  
     Memoria de la Secretaría de Educación Pública (anual)  
     Boletín de la Biblioteca y Archivo Nacionales (semestral)  
     Revista del Archivo y Biblioteca Nacionales (mensual)  
     *Universidad Central*. Memorias y otras publicaciones  
 Secretaría de Fomento. Agricultura, Trabajo y Comercio  
     Memoria (anual)  
 Secretaría de Gobernación, Justicia, Sanidad y Beneficencia Memoria (anual)  
     *Concejo del Distrito Central*  
     Boletín de Propaganda  
     Boletín del Distrito Central (mensual)  
     Informe del Distrito Central (anual)  
     *Dirección general de Estadística*  
     Censo General de Población  
     *Dirección General de Policía Nacional*  
     Revista de Comisario (mensual)  
     Revista de Policía (mensual)  
 Secretaría de Guerra, Marina y Aviación. Memoria (anual)  
 Secretaría de Hacienda y Crédito Público. Memoria (anual)  
 Secretaría de Relaciones Exteriores. Memoria (anual)  
 Tribunal Superior de Cuentas. Informe (anual)

## LIST NO. 2

## OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE UNITED STATES GOVERNMENT

## CONGRESS OF THE UNITED STATES

House Journal  
 Senate Journal  
 Code of Laws and supplements

## PRESIDENT OF UNITED STATES

Annual messages to Congress

## DEPARTMENT OF AGRICULTURE

Annual Report of the Secretary of Agriculture  
 Farmers' Bulletins  
 Yearbook

## DEPARTMENT OF COMMERCE

Annual Report of the Secretary of Commerce  
*Bureau of the Census*  
     Reports  
     Abstracts  
     Statistical Abstract of the United States (annual)  
*Bureau of Foreign and Domestic Commerce*  
     Commerce Reports (weekly)  
     Foreign Commerce and Navigation of the United States (annual)  
     Survey of Current Business (monthly)  
     Trade Information Bulletins  
*National Bureau of Standards*  
     Technical News Bulletin  
*Weather Bureau*  
     Monthly Weather Review

- DEPARTMENT OF JUSTICE  
Annual Report of the Attorney General
- DEPARTMENT OF LABOR  
Annual Report of the Secretary of Labor  
*Bureau of Labor Statistics*  
Bulletins  
Monthly Labor Review
- DEPARTMENT OF STATE  
Department of State Bulletin  
Inter-American Series  
Foreign Relations of the United States (annual)  
Statutes at Large  
Treaty Series
- DEPARTMENT OF THE INTERIOR  
Annual Report of the Secretary of the Interior  
*Fish and Wild Life Service*  
Bulletins  
Investigational Reports  
*Bureau of Mines*  
Minerals Yearbook  
*Bureau of Reclamation*  
New Reclamation Era (monthly)  
*National Park Service*  
General Publications
- DISTRICT OF COLUMBIA  
Annual Report of the Government of the District of Columbia
- FEDERAL SECURITY AGENCY  
*Office of Education*  
School Life (monthly)  
*Public Health Service*  
Public Health Reports (weekly)  
*Social Security Board*  
Social Security Bulletin (monthly)
- FEDERAL WORKS AGENCY  
*Public Roads Administration*  
Public Roads (monthly)
- INTERSTATE COMMERCE COMMISSION  
Annual Report
- LIBRARY OF CONGRESS  
Annual Report of the Librarian of Congress  
List of American Doctoral Dissertations (annual)
- NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS  
Annual Report with technical reports
- NATIONAL ARCHIVES  
Annual Report
- NATIONAL MUSEUM  
Annual Report
- NAVY DEPARTMENT  
Annual Report of the Secretary of the Navy  
*Nautical Almanac Office*  
American Ephemeris and Nautical Almanac
- POST OFFICE DEPARTMENT  
Annual Report of the Postmaster General
- SMITHSONIAN INSTITUTION  
Annual Report

TREASURY DEPARTMENT

Annual Report on the State of the Finances

*Bureau of Internal Revenue*

Annual Report of the Commissioner

*Bureau of the Mint*

Annual Report of the Director

*Comptroller of Currency*

Annual Report

WAR DEPARTMENT

Annual Report

## PLANTATION RUBBER INVESTIGATIONS

*Agreement signed at Washington February 28, 1941*

*Entered into force February 28, 1941*

*Extended by agreement of June 18 and 28, 1943*<sup>1</sup>

57 Stat. 1224; Executive Agreement Series 358

### COOPERATION AGREEMENT FOR PLANTATION RUBBER INVESTIGATIONS IN HONDURAS

THIS COOPERATIVE AGREEMENT made and entered into this 28th day of February, one thousand nine hundred and forty-one, by and between the Ministerio de Fomento, Agricultura y Trabajo of the Republic of Honduras and the United States of America, by the Acting Secretary of the Department of Agriculture of the said United States.

#### WITNESSETH:

WHEREAS, the establishment of a rubber plantation industry in the Western Hemisphere is recognized as mutually advantageous to all countries therein, and

WHEREAS, it is the interest and desire of the parties to this agreement that a source of crude rubber be developed in Honduras, and whereas, it is recognized by both parties that such development must be based on the use of superior strains of rubber-producing trees if the industry is to be self-sustaining in competition with oriental areas; that such strains must possess superiority, not only in yield but also in resistance to the South American leaf disease; that in view of the past efforts and progress achieved in promoting new agricultural enterprises by the Ministerio de Fomento, Agricultura y Trabajo, it is the desire of the parties to this agreement to cooperate by conducting investigational work on the methods of growing rubber, the production of valuable strains of rubber, disease control, possible use of intercrops, and other problems involved in the successful establishment of commercial rubber culture, for the benefit of the people of Honduras and of the United States of America.

NOW, THEREFORE, the parties to this agreement do hereby separately outline their interests in this cooperative project, and designate the facilities, services, and other contributions which they agree to make available toward achievement of their mutual objective.

<sup>1</sup> EAS 358, *post*, p. 948.

I. The Ministerio de Fomento, Agricultura y Trabajo de Honduras is seeking uses for the great areas of rich undeveloped land and abandoned banana farms on which both individual growers and plantation companies may produce a profitable export crop, such as rubber, and increase the income and foreign trade of the people of Honduras. Therefore, said Ministerio does hereby agree:

(a) To consult the local representatives of the Department of Agriculture of the United States, and select jointly three to five suitable areas of land whose owners are interested and are financially able to make demonstration plantings of rubber, which would be of the greatest educational value in establishing centers for the development of rubber production in Honduras; the location of such areas shall be determined by the amount of adjacent lands suitable for successful rubber cultivation, and the number and size of such initial plantings of any improved strain shall be limited to the amount of available planting material and in consideration of the equitable demands of other cooperating countries.

(b) To assign agronomists or other trained representatives of the Honduras Government, as may be required from time to time, to cooperate with representatives of the Department of Agriculture of the United States in directing and educating the cooperative growers in planting, multiplication, cultivation, thinning, tapping, preparing the rubber for market, and other essential operations necessary for securing the proper maintenance and productivity of the plantings.

(c) To formulate necessary quarantine and other regulations designed to prevent the indiscriminate introduction into Honduras of rubber-propagating materials, including seeds, trees, and budwood from other countries, excepting such shipments as are duly certified to be free from noxious insects and contagious diseases.

(d) To permit the Department of Agriculture of the United States to import into, and/or export from, Honduras all planting material (seeds, stumps, or budwood) of rubber-producing plants, which said Department of Agriculture of the United States may require for the investigations herein contemplated or desire to ship elsewhere, provided, however, that all such shipments, imports, or exports shall be certified by a duly qualified official of said Department to be free from noxious insects and contagious diseases.

(e) To permit importation into Honduras free of duties or other fees all material or property of the Government of the United States which may be required for the construction, operation, and maintenance of its experiment station, substations, and nurseries, and also to allow this exemption on the personal property of employees of said station, or other representatives of the United States when they enter the ports of Honduras for work covered by this cooperative agreement, provided, however, that the director of said station

shall certify that such personal property of said employees is not imported for resale.

(f) To prohibit the redistribution of any strains of the rubber tree furnished it by the said Department of Agriculture of the United States to co-operators, companies, or other governments, except to those agencies and governments in the Western Hemisphere which are willing to reciprocate by furnishing such similar material as they may have in their possession; and that this restriction shall be passed on to any other agency or government receiving material to prevent controverting the purpose of this restriction.

II. The Department of Agriculture of the United States, under the authority and appropriation of funds granted it by the Congress of the said United States for investigation of sources of crude rubber in the Western Hemisphere, does hereby agree:

(a) To establish in Honduras a rubber-propagation and experiment station from which high-yielding strains may be distributed to cooperators in Honduras and other potential rubber-producing countries in Latin America.

(b) To conduct laboratory and field investigations, and to make the results available for the benefit of the industry in Honduras and throughout Latin America. Problems for investigation may include tests of high-yielding strains of the *Hevea* rubber tree from any source for their performance on local soils, artificial pollination for breeding of improved strains, methods of land clearing, planting, use of inter-planted crops, ground covers, and other investigations for the advancement of the industry.

(c) To provide at its expense any necessary laboratory and office space and housing for employees at the aforementioned experiment station, and to equip said buildings and lands with all facilities required for the propagation of rubber and the investigation of problems of plantation rubber production in Honduras.

(d) To supply a station superintendent and such other investigators and rubber specialists as may be necessary to conduct the investigations herein contemplated, together with such overseers of labor as may be necessary to carry on the work properly.

(e) To welcome and provide free of charge necessary office space at such station for two scientists who, at its option the Ministerio de Fomento, Agricultura y Trabajo may delegate to said station to conduct, on the basis of strict equality, cooperative investigations with the specialists of the Department of Agriculture of the United States, or for the purpose of becoming informed on the techniques of the rubber industry. The salaries, living accommodations, transportation, and other expenses of such scientists shall be furnished by the Ministerio de Fomento, Agricultura y Trabajo.

(f) To furnish planting material and supervise, in cooperation with the Honduras representatives, the establishment of practical field plantings to demonstrate all phases of plantation rubber production.

(g) To furnish to the Ministerio de Fomento, Agricultura y Trabajo free of charge f. o. b. at its station in Honduras or elsewhere, stocks of superior strains of the rubber tree now in its possession, and any additional superior strains collected on surveys or bred at its experiment station in Honduras and elsewhere, which after test by it are found to be superior; such distributions to be at as early a date and in such quantity as may be possible with the facilities available for propagation and in view of the equitable demands or requirements of other cooperating agencies.

III. The cooperating parties do hereby mutually agree:

(a) That, exclusive of salaries of scientists and overseers of the Department of Agriculture of the United States, obligations of the said Department under this cooperative agreement shall not exceed Thirty Thousand (\$30,000) Dollars the first year, nor more than Fifteen Thousand (\$15,000) Dollars in any one fiscal year thereafter. The total value of land, facilities, and services furnished by the Ministerio de Fomento, Agricultura y Trabajo are of a very great tangible and intangible consideration, and are not hereby estimated.

(b) That this agreement shall take effect on the date on which made and entered into, as shown in the first paragraph on page one, and expire on the thirtieth day of June, nineteen hundred and forty-one, but the same may be renewed from year to year thereafter, not extending, however, beyond the thirtieth day of June, nineteen hundred and forty-three, at the option of the Department of Agriculture of the United States, which option shall be expressed in writing by the said Department of Agriculture of the United States at least one month before the date upon which this agreement would otherwise expire.

(c) That this agreement shall not be assigned in whole or in part; that no member or delegate to Congress of the United States or Resident Commissioner thereof, after his election or appointment, and either before or after he has qualified, and no officer, agent, or employee of the Government of the United States shall be admitted to any share or part of this agreement, or to any benefit to arise therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this cooperative agreement on the day, month, and year first above written.

Ministerio de Fomento, Agricultura y Trabajo  
of the Republic of Honduras

By SALVADOR AGUIRRE  
*Ministro*

United States of America

By GROVER B. HILL  
*Acting Secretary of Agriculture*

## LEND-LEASE <sup>1</sup>

*Agreement signed at Washington February 28, 1942*  
*Entered into force February 28, 1942*

1942 For. Rel. (VI) 479

Whereas the United States of America and the Republic of Honduras declare that in conformity with the principles set forth in the Declaration of Lima, approved at the Eighth International Conference of American States on December 24, 1938,<sup>2</sup> they, together with all the other American republics, are united in the defense of the Americas, determined to secure for themselves and for each other the enjoyment of their own fortunes and their own talents; and

Whereas the President of the United States of America, pursuant to the Act of the Congress of the United States of America of March 11, 1941,<sup>3</sup> and the President of the Republic of Honduras have determined that the defense of each of the American republics is vital to the defense of all of them; and

Whereas the United States of America and the Republic of Honduras are mutually desirous of concluding an Agreement for the providing of defense articles and defense information by either country to the other country, and the making of such an Agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an Agreement in conformity with the laws either of the United States of America or of the Republic of Honduras have been performed, fulfilled or executed as required;

The undersigned, being duly authorized for that purpose, have agreed as follows:

### ARTICLE I

The United States of America proposes to transfer to the Republic of Honduras under the terms of this Agreement armaments and munitions of war to a total value of about \$1,300,000.

<sup>1</sup> Final payment made Feb. 10, 1949, and reported in 28th Report to Congress on Lend-Lease Operations, p. 1.

<sup>2</sup> *Ante*, vol. 3, p. 534.

<sup>3</sup> 55 Stat. 31.

In conformity, however, with the Act of the Congress of the United States of America of March 11, 1941, the United States of America reserves the right at any time to suspend, defer, or stop deliveries whenever, in the opinion of the President of the United States of America, further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere; and the Republic of Honduras similarly reserves the right to suspend, defer, or stop acceptance of deliveries under the present Agreement, when, in the opinion of the President of the Republic of Honduras, the defense needs of the Republic of Honduras or the Western Hemisphere are not served by continuance of the deliveries.

## ARTICLE II

Records shall be kept of all defense articles transferred under this Agreement, and not less than every ninety days schedules of such defense articles shall be exchanged and reviewed.

The Government of the United States of America agrees to accord to the Government of the Republic of Honduras a reduction of 90.77% in the scheduled cost of the materials delivered in compliance with the stipulations of the present Agreement; and the Government of the Republic of Honduras promises to pay in dollars into the Treasury of the United States of America 9.23% of the scheduled cost of the materials delivered. The Republic of Honduras shall not be required to pay more than a total of \$20,000 before January 1, 1943, more than a total of \$40,000 before January 1, 1944, more than a total of \$60,000 before January 1, 1945, more than a total of \$80,000 before January 1, 1946, more than a total of \$100,000 before January 1, 1947, or more than a total of \$120,000 before January 1, 1948.

## ARTICLE III

The United States of America and the Republic of Honduras, recognizing that the measures herein provided for their common defense and united resistance to aggression are taken for the further purpose of laying the bases for a just and enduring peace, agree, since such measures cannot be effective or such a peace flourish under the burden of an excessive debt, that upon the payments above provided all fiscal obligations of the Republic of Honduras hereunder shall be discharged; and for the same purpose they further agree, in conformity with the principles and program set forth in Resolution XXV on Economic and Financial Cooperation of the Second Meeting of the Ministers of Foreign Affairs of the American Republics at Habana, July 1940,<sup>4</sup> to cooperate with each other and with other nations to negotiate fair and equitable commodity agreements with respect to the products of

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<sup>4</sup> For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

either of them and of other nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

#### ARTICLE IV

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Republic of Honduras is in a position to supply, the Republic of Honduras will make such defense articles and defense information available to the United States of America, to the extent possible without harm to its economy and under terms to be agreed upon.

#### ARTICLE V

The Republic of Honduras undertakes that it will not, without the consent of the President of the United States of America, transfer title to or possession of any defense article or defense information received under this Agreement, or permit its use by anyone not an officer, employee, or agent of the Republic of Honduras.

Similarly, the United States of America undertakes that it will not, without the consent of the President of the Republic of Honduras, transfer title to or possession of any defense article or defense information received in accordance with Article IV of this Agreement, or permit its use by anyone not an officer, employee, or agent of the United States of America.

#### ARTICLE VI

If, as a result of the transfer to the Republic of Honduras of any defense article or defense information, it is necessary for the Republic of Honduras to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the Republic of Honduras will do so, when so requested by the President of the United States of America.

Similarly, if, as a result of the transfer to the United States of America of any defense article or defense information, it is necessary for the United States of America to take any action or make any payment in order fully to protect any of the rights of any citizen of the Republic of Honduras who has patent rights in and to any such defense article or information, the United States of America will do so, when so requested by the President of the Republic of Honduras.

## ARTICLE VII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed in the English and Spanish languages, in duplicate, at Washington this twenty-eighth day of February, 1942.

For the United States of America:

SUMNER WELLES  
*Acting Secretary of State of the  
United States of America*

For the Republic of Honduras:

JULIAN R. CÁCERES  
*Envoy Extraordinary and Minister  
Plenipotentiary of the Republic  
of Honduras at Washington*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Tegucigalpa May 5 and 8, 1942; contract between Institute of Inter-American Affairs and Honduran Director of Public Health signed at Tegucigalpa July 8, 1942*

*Entered into force May 8, 1942*

*Supplemented and extended by agreements of April 18 and 19, 1944;<sup>1</sup> May 13, 1947;<sup>2</sup> June 29 and July 6, 1948;<sup>3</sup> July 21 and 26 and August 18 and 24, 1949;<sup>4</sup> September 21 and 28, 1950;<sup>5</sup> and April 27, 1955<sup>6</sup>*

*Replaced by agreement of September 21 and 28, 1950<sup>5</sup>*

*Expired June 30, 1960*

61 Stat. 2331; Treaties and Other  
International Acts Series 1557

### EXCHANGE OF NOTES

*The American Minister to the Minister of Foreign Affairs*

LEGATION OF THE

UNITED STATES OF AMERICA

TEGUCIGALPA, D.C., HONDURAS, *May 5, 1942*

No. 644

#### EXCELLENCY:

I have the honor to inform you that, in accordance with Resolution XXX of the Third Meeting of Ministers of Foreign Affairs of the American Republics at Rio de Janeiro,<sup>7</sup> relating to health and sanitary conditions, the Government of the United States is prepared to contribute a sum in the amount of \$500,000 to be expended in ways which will assist the Government of Honduras in attaining its objectives in matters of health and sanitation.

My Government notes that projects such as the improvement of water supply, the development of facilities for adequate sewage disposal, and the control of endemic or epidemic diseases have been among the chief objectives of the Honduran Government in health and sanitation matters. My Government considers that the further development of projects of this character will contribute to the realization of the general objectives set forth

<sup>1</sup> TIAS 1557, *post*, p. 954.

<sup>2</sup> TIAS 1646, *post*, p. 966.

<sup>3</sup> TIAS 1980, *post*, p. 972.

<sup>4</sup> TIAS 1986, *post*, p. 977.

<sup>5</sup> 2 UST 1886; TIAS 2323.

<sup>6</sup> 6 UST 2909; TIAS 3335.

<sup>7</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

in the above-mentioned resolution to which our respective Governments are committed.

In this connection, the Government of the United States acting through the agency of the Office of the Coordinator of Inter-American Affairs will send, if it is agreeable to you, a small group of experts to Honduras in order to develop a specific program in agreement with your Government, acting through officials designated by it. This group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs, and will work in the closest cooperation with the appropriate Honduran officials. The salaries and expenses of the group of experts will not be debited against project funds. Approval for the actual execution of the specific projects agreed upon will be given by the respective Governments or their duly appointed agents. Expenditures for such projects shall be made upon certification of the Chief Medical Officer and the appropriate Honduran official designated for the areas where projects will be executed.

These projects upon completion will of course become the sole property of Honduras. The United States Government will be prepared to facilitate such training of personnel as the two Governments deem advisable.

My Government anticipates that the Honduran Government will be willing to provide, in accordance with its ability, such raw materials, services and funds as may be deemed necessary for the proper execution of the program.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOHN D. ERWIN

His Excellency

DR. SALVADOR AGUIRRE,  
*Minister for Foreign Affairs,*  
*Tegucigalpa, D.C.*

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*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

NATIONAL PALACE

TEGUCIGALPA, D.C., *May 8, 1942*

Of. No. 2657

MR. MINISTER:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 644, dated the 5th instant, by which you are good enough to inform me that, in accordance with Resolution XXX of the Third Meeting of Ministers of Foreign Affairs of the American Republics at Rio de Janeiro, Brazil, in connection with health and sanitation conditions, the Government of the

United States is prepared to contribute the sum of \$500,000.00 to be expended in ways which will assist the Government of Honduras in attaining its objectives in matters of health and sanitation; that your Government notes that projects such as the improvement of water supply, the development of facilities for adequate sewage disposal and the control of endemic and epidemic diseases have been the chief objectives of the Government of Honduras in health and sanitation matters and that it considers that the further development of projects of this character will contribute to the realization of the general objectives set forth in the above-mentioned Resolution to which our respective Governments are committed.

Your Excellency adds that your Government, acting through the Office of the Coordinator of Inter-American Affairs, will send, if it is agreeable to this Office, a small group of experts to Honduras in order to develop a specific program in agreement with my Government, acting through officials designated by it; this group will be under the immediate direction of the Chief Medical Officer of the Office of the Coordinator of Inter-American Affairs, and will work in the closest cooperation with the appropriate Honduran officials.

In reply, I am happy to inform Your Excellency that my Government accepts with the greatest pleasure the offer of the American Government on the terms which Your Excellency is good enough to set forth in your above-mentioned note and awaits the arrival in the country of the group of experts offered which will take charge of developing a specific program in connection with the health and sanitation conditions of the country, in order to proceed to designate the Honduran officials who will cooperate in the said work.

Expressing to the American Government, through Your Excellency's high intermediary, my sincerest thanks for its spontaneous offer in behalf of the sanitation of Honduras, I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

SALVADOR AGUIRRE

His Excellency JOHN D. ERWIN,  
*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America,  
American Legation.*

CONTRACT SIGNED BY THE HONDURAN DIRECTOR OF PUBLIC HEALTH AND  
A REPRESENTATIVE OF THE INSTITUTE OF INTER-AMERICAN AFFAIRS

PEDRO H. ORDOÑEZ DIAZ, in his capacity of Director General of Public Health of the Republic of Honduras and I. FRANK TULLIS, in his capacity as representative of the Institute of Inter-American Affairs of the United States Government, duly authorized, have agreed to enter into the following:

## CONTRACT:

## I

The Institute of Inter-American Affairs of the city of Washington, D.C., United States of America, shall provide gratuitously to the Government of Honduras a service under the denomination of "Servicio Cooperativo Interamericano de Salud Pública" (Interamerican Cooperative Service of Public Health) that, hereinafter, in the text of this contract shall be called "SCISP" which will function as an integral part of the Direction General of Public Health and shall have for its essential objective the development of the activities of Public Health and the construction of sanitary works.

## II

The Government of Honduras accepts the organization of this service in the form indicated hereinabove in the preceding article and obliges itself to make all necessary facilities to carry out said activities.

## III

The "SCISP" shall name, with the consent of the Government of Honduras, a Physician, member of the personnel of the Institute of Interamerican Affairs as Chief of the Organization. There will be also an Official Sanitary Physician and a Civil or Sanitary Engineer, Hondurans, appointed by the President of the Republic as Assistants to the Chief of the Service.

## IV

The salary and expenses, including traveling expenses of the personnel of the Institute of Interamerican Affairs employed in Honduras shall be paid by the Institute and not from the funds assigned to the "SCISP".

## V

All the employees of the "SCISP" shall be appointed, contracted for and removed by the Chief of the Service in agreement with the Direction General of Public Health.

## VI

The "SCISP" shall be maintained, partly, with the funds furnished by the Institute of Interamerican Affairs in an amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), to be spent totally or partly, during a period of, approximately, two years, starting from July 1st 1942; and, partly, with funds, personnel and material which the Government of Honduras may furnish.

## VII

The funds of the "SCISP" shall be employed exclusively in sanitary works, approved by the Director General of Public Health and the Chief of the "SCISP"; however, any other special activity shall be the subject of a new contract between the Director General of Public Health and the Institute of Interamerican Affairs. Any sanitary work already initiated by the Government of Honduras may be accepted to be finished by the contracting parties.

## VIII

The "SCISP" shall include in its plan of activities and works the following: improvement of the water supply and sewerage service; control of transmissible diseases such as tuberculosis, intestinal parasitism, syphilis, etc.; installation and improvement of Sanitary Units in the Republic and Sanitary Sections; training of the personnel for Public Health service and extension of the program of control of the malaria and public health measures in general. In addition, other projects may be added to those above stated with the approval of the Direction General of Public Health and the Chief of the "SCISP".

## IX

All projects executed under this contract shall be the exclusive property of the Government and people of Honduras.

## X

All materials imported for the work and activities of the service shall be introduced into the country free of custom duties and of any other tax or official charge. As far as possible, in the execution of these works the Institute shall use only materials and implements produced in the country.

IN WITNESS WHEREOF the parties sign in duplicate the present contract, in English and Spanish, in the city of Tegucigalpa, D.C., Republic of Honduras, this eighth day of July of the year one thousand nine hundred and forty two.

P. H. ORDÓÑEZ DIAZ  
I. FRANK TULLIS, Jr.

## INTER-AMERICAN HIGHWAY

*Exchange of notes at Washington September 9 and October 26, 1942*

*Entered into force October 26, 1942*

*Amended by agreement of May 10 and 12, 1955*<sup>1</sup>

56 Stat. 1848; Executive Agreement Series 296

*The Honduran Minister to the Secretary of State*

[TRANSLATION]

LEGATION OF HONDURAS  
WASHINGTON, D.C.

SEPTEMBER 9, 1942

MR. SECRETARY OF STATE:

I have the honor hereby to confirm the terms of my previous conversations with reference to my Government's share in the construction of the Inter-American Highway. Accordingly, may I be permitted to refer to Law No. 375 of December 26, 1941,<sup>2</sup> which provides for the cooperation of the United States of America with the Governments of the Republics of Central America for the construction of the above-mentioned Inter-American Highway, and to request, in execution of instructions and special authorization from my Government, that the cooperative provisions of the said law be extended to include the Republic of Honduras. To present the guaranties which the said law requires and in order to receive the cooperation provided for in the said law, my Government has made arrangements to assume at least one third of the expenses incurred by it and the United States Government in the tracing and construction of the Highway within the boundaries of Honduras.

To this end my Government, in accordance with Decree No. 52 of February 11, 1942 of the National Congress of Honduras, approved by the Executive Power February 18 of the same year, and in accordance with the powers and provisions of Legislative Decree No. 69 of March 5, 1942, published in the *Gaceta* no. 11652 of March 10, 1942, has negotiated, and will submit, as soon as possible, for approval by the National Congress, a contract with the Export-Import Bank of Washington for a credit of one million

<sup>1</sup> 6 UST 3763; TIAS 3376.

<sup>2</sup> 55 Stat. 860.

dollars, which, according to the terms of the said contract, shall not be invested without the consent of the bank or for any purpose other than the construction of the Inter-American Highway—note having been taken of the provision that, under the terms of Law No. 375, the tracing and work of construction which the law authorizes shall be under the direction of the Public Roads Administration, Federal Works Agency, and that subsidiary arrangements are being made with the Public Works Administration for the carrying out of the contract in question.

While submitting what is above set forth to Your Excellency's high consideration, I avail myself of the opportunity to renew the assurances of my highest and most distinguished consideration.

JULIÁN R. CÁCERES

His Excellency  
CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the Honduran Minister*

DEPARTMENT OF STATE  
WASHINGTON  
*October 26, 1942*

SIR:

I have the honor to acknowledge receipt of your kind note of September 9, 1942, in which you, under the instructions and with the authorization of your Government, requested the cooperation of the Government of the United States in the construction of the Inter-American Highway in Honduras, and offered the assurances required by Public Law 375 of December 26, 1941 in connection with such cooperation.

I take pleasure in informing you that the assurances which you offered are satisfactory to this Government. It is consequently the intention of this Government to extend to the Honduran Government the cooperation envisaged by the law, subject to the ratification by the Honduran Congress of the contract mentioned in your note. I understand that the Honduran Congress is to convene December 5, and that the loan contract will be presented to it for ratification immediately thereafter.

As your note indicates, the survey and construction work authorized by the law shall be under the administration of the Public Roads Administration, Federal Works Agency. It is understood that the competent Honduran authorities will make a subsidiary agreement with the Administration to carry out this provision of the law.

I am much gratified at the prospect that through this cooperative under-

taking it will be possible to complete the Inter-American Highway through Honduras. Transportation facilities will be improved, new lands and new natural resources developed, additional markets opened, and local economic conditions benefitted through the useful expenditure of money which this project envisages. Both of our countries should happily profit therefrom. I sincerely trust that the Highway will serve not only as a link to increase material intercourse between our nations but also as another bond in the close friendship which unites us.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

SUMNER WELLES

The Honorable

Señor Dr. DON JULIAN R. CACERES,  
*Minister of Honduras.*

## PLANTATION RUBBER INVESTIGATIONS

*Exchange of notes at Tegucigalpa June 18 and 28, 1943, extending  
agreement of February 28, 1941*

*Entered into force July 1, 1943*

57 Stat. 1220; Executive Agreement Series 358

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
TEGUCIGALPA, D.C., *June 18, 1943*

No. 28

### EXCELLENCY:

I have the honor to refer to the Cooperative Agreement for Plantation Rubber Investigations in Honduras, which was signed on February 28, 1941,<sup>1</sup> in the English and Spanish languages, by the Ministro de Fomento, Agricultura y Trabajo of the Republic of Honduras and the Acting Secretary of Agriculture of the United States of America.

Subparagraph (b) of paragraph III of the agreement provides as follows:

“(b) That this agreement shall take effect on the date on which made and entered into, as shown in the first paragraph on page one, and expire on the thirtieth day of June, nineteen hundred and forty-one, but the same may be renewed from year to year thereafter, not extending, however, beyond the thirtieth day of June, nineteen hundred and forty-three, at the option of the Department of Agriculture of the United States, which option shall be expressed in writing by the said Department of Agriculture of the United States at least one month before the date upon which this agreement would otherwise expire.”

It is the understanding of the Government of the United States of America that the agreement above-mentioned has continued in force up to this time.

I have the honor to inform Your Excellency that it is the desire and option of the Department of Agriculture of the United States of America that the agreement should continue in force after June 30, 1943, and should remain

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<sup>1</sup> EAS 358, *ante*, p. 932.

in force thereafter until six months from the day on which either Government shall have given notice in writing to the other Government of its intention to terminate the agreement.

In view of the fact that it has not been practicable to give this notice to your Government "at least one month before" June 30, 1943, I have the honor to suggest that, if agreeable to the Government of the Republic of Honduras, this note, together with your note in acknowledgment thereof, shall be regarded as placing on record the understanding between the Government of the United States of America and the Government of the Republic of Honduras that the agreement above-mentioned shall continue in force after June 30, 1943, and shall remain in force thereafter subject to termination on a notice of six months given by either Government.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

JOHN D. ERWIN

His Excellency

DR. SALVADOR AGUIRRE,  
*Minister for Foreign Affairs,  
Tegucigalpa, D.C.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
OF THE  
REPUBLIC OF HONDURAS

Of. No. 1843

TEGUCIGALPA, D.C., *June 28, 1943*

EXCELLENCY:

I have the pleasure of acknowledging the receipt of Your Excellency's kind note 28 of the 18th of the current month in which you are good enough to refer to the Cooperative Agreement for Plantation Rubber Investigations in Honduras, which was signed February 28, 1941, in English and Spanish, between the Ministro de Fomento, Agricultura y Trabajo and the Acting Secretary of Agriculture of the United States of America, and in reply I take the liberty to transcribe to Your Excellency the note which says:

"Secretaria de Estado en los Despachos de Fomento, Agricultura y Trabajo—Tegucigalpa, D.C., June 28, 1943. Mr. Minister:—I have the honor to acknowledge the receipt of your kind note 1839, dated the 26th of the current month, in which you are good enough to transcribe to me the note of His Excellency the Ambassador of the United States of America in which he refers to the Cooperative Agreement for Plantation Rubber Investigations in Honduras, signed February 28, 1941, in the English and Spanish

languages, by the Ministerio de Fomento, Agricultura y Trabajo of the Republic of Honduras and the Acting Secretary of Agriculture of the United States of America. Subparagraph (b) of paragraph III of the agreement provided as follows: '(b) That this agreement shall take effect on the date on which made and entered into, as shown in the first paragraph on page 1, and expire on the thirtieth day of June, nineteen hundred and forty-one, but the same may be renewed from year to year thereafter, not extending, however, beyond the thirtieth day of June, nineteen hundred and forty-three, at the option of the Department of Agriculture of the United States, which option shall be expressed in writing by the said Department of Agriculture of the United States at least one month before the date upon which this agreement would otherwise expire.' The note transcribed expresses the desire and option of the Department of Agriculture of the United States of America that the agreement continue in force after the thirtieth of June, nineteen hundred and forty-three, and shall remain in force thereafter until six months from the date on which either Government shall have given notice to the other Government of its intention to terminate the agreement. In reply, I take the liberty to inform you for the proper effects that this Ministry of State is fully in agreement and gives its approval to the desire and option of the Department of Agriculture of the United States of America that the Cooperative Agreement for Plantation Rubber Investigations in Honduras, signed February 28, 1941, by the Ministerio de Fomento, Agricultura y Trabajo of the Republic of Honduras and the Acting Secretary of Agriculture of the United States of America, in accordance with subparagraph (b) of paragraph III of the said agreement, shall continue in force after the 30th of June, 1943, until six months from the date on which either Government shall have given notice to the other Government of its intention to terminate the agreement. With the greatest consideration, I subscribe myself, Mr. Minister, your very humble and obedient servant (s) Salvador Aguirre. To the Minister of Foreign Affairs, His Office."

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest esteem and distinguished consideration.

SALVADOR AGUIRRE

His Excellency Mr. JOHN D. ERWIN,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
American Embassy.*

## COOPERATIVE EDUCATION PROGRAM

*Exchange of notes at Tegucigalpa March 29 and April 12, 1944*

*Entered into force April 12, 1944*

*Terminated August 16, 1947*<sup>1</sup>

58 Stat. 1589; Executive Agreement Series 447

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
TEGUCIGALPA, D.C., *March 29, 1944*

Note No. 173

### EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 1500 dated March 28, 1944, which refers to conversations between representatives of my Government and the Minister of Public Education regarding the possible establishment of a cooperative educational program in Honduras, and expresses the desire of the Honduran Government to place in operation such a program. It is gratifying to learn that your Excellency approves of cooperative action in this field, and it is believed that the resulting interchange of educational ideas and methods will be mutually beneficial.

For the purpose of carrying out the proposed program in Honduras, the Government of the United States, acting through the Inter-American Educational Foundation, Incorporated, is prepared to provide the sum of Eighty Thousand Dollars, United States Currency. This amount is to be made available for projects to be approved mutually by representatives of the two Governments and for paying the salaries and other expenses of the educational specialists furnished by the Foundation. It is proposed that the Honduran Government provide the sum of Eighty Thousand Lempiras, Honduran currency, in addition to such personnel, supplies, and materials as it may see fit to provide within Honduras, and that a special cooperative service, similar to the Servicio Cooperativo Interamericano de Salud Pública, be established for the carrying out of this program, which, it is anticipated, will be carried on over a period of approximately three years.

<sup>1</sup>By agreement signed at Tegucigalpa Aug. 22, 1947, by the Special Representative of the Institute of Inter-American Affairs and the Sub-secretary of Public Education.

If it is agreeable to Your Excellency, the Foundation will send a group of educational specialists to Honduras who will be acceptable to the Honduran Government. This group will be in charge of an official who will be designated as the Chief of Staff of the Inter-American Educational Foundation, Incorporated, who will be the representative of the Foundation in connection with this program, and who would also serve as the Director of the special cooperative service. The specific projects and activities to be undertaken by the special cooperative service will be mutually agreed upon by representatives of the two Governments, and will include the sending of Honduran specialists in education to the United States.

If agreeable to the Government of Honduras it is also proposed that the detailed arrangements for the establishment of the special cooperative service and the development of the program be stated later in a more detailed agreement between the Foundation and Your Excellency's Government.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

JOHN D. ERWIN

His Excellency  
 DOCTOR SILVERIO LAINEZ,  
*Minister for Foreign Affairs,*  
*Tegucigalpa, D.C.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

Official communication  
 No. 1562

NATIONAL PALACE  
 TEGUCIGALPA, D.C., *April 12, 1944*

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's courteous note, no. 173, of March 29 last, relating to the possible establishment of a cooperative educational program in Honduras, and in reply I take pleasure in submitting to you the communication which says:

"DEPARTMENT OF STATE FOR PUBLIC EDUCATION. No. 668. Tegucigalpa, D.C., April 5, 1944. Mr. Minister: There has been received in this Office your courteous communication No. 1523 dated March 31 last, in which you are good enough to transcribe the note of His Excellency John D. Erwin, Ambassador Extraordinary and Plenipotentiary of the United States of America in our country, relative to the fact that the American Government, acting through the "Inter-American Educational Foundation, Incorporated" (La Fundación Educational Interamericana, Incorporada), and for the pur-

pose of carrying out the proposed cooperative educational program in Honduras, already accepted by our Government, is prepared to provide the sum of EIGHTY THOUSAND DOLLARS (\$80,000.00), United States currency, which amount will be made effective for projects which are mutually approved by representatives of the two Governments and for paying the honoraria and other expenses of the educational specialists furnished by the Foundation, proposing that the Government of Honduras provide the sum of EIGHTY THOUSAND LEMPIRAS (L.80,000.00), Honduran currency, in addition to such supplies, personnel and materials as it may see fit to provide in our country. It is proposed, furthermore, in the aforesaid note, that a special cooperative service be established, similar to the Servicio Cooperativo Interamericano de Salud Pública, for the carrying out of the cooperative educational program above-mentioned, for a period of three years, approximately. It is added in the note transcribed that if it should be agreeable to you, the Foundation would send to this country, a group of educational specialists, acceptable to our Government, the said group to be in charge of an official who would be the Chief of Staff of the "Inter-American Educational Foundation, Incorporated", the representative thereof and, in addition, the Director of the Special Cooperative Service. There is included in the program of educational cooperation the sending to the United States of Honduran specialists in education and, lastly, it is proposed in the note referred to, if it should be agreeable to our Government, that the detailed arrangements for the establishment of the Special Cooperative Service and development of the program be presented later in an agreement between the Foundation and our Government. In reply to your communication in reference, I have the honor to inform you that this Department of State, considering the program of educational cooperation above-mentioned of the highest importance for the culture of the country, accepts the said program in full, presenting to the American Government, through the worthy channel of your Department of State, its thanks for such a significant and important evidence of confraternity, which undoubtedly will contribute to the strengthening of the bonds of friendship and understanding which happily unite the two Governments and peoples. With assurances of my distinguished consideration, I have the honor to remain your very humble and obedient servant. (S) Angel G. Hernández. To the Minister for Foreign Affairs, His Office."

I avail myself of the opportunity to renew to Your Excellency the assurance of my highest esteem and most distinguished consideration.

SILVERIO LAÍNEZ

His Excellency

JOHN D. ERWIN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.  
American Embassy.*

## HEALTH AND SANITATION PROGRAM

*Exchanges of notes at Tegucigalpa April 18 and 19, 1944, supplementing and extending agreement of May 5 and 8, 1942*

*Entered into force May 1, 1944*

*Program expired June 30, 1960*

61 Stat. 2331; Treaties and Other  
International Acts Series 1557

*The American Chargé d'Affaires ad interim to the Minister  
of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
TEGUCIGALPA, D.C., *April 18, 1944*

Note No. 184

### EXCELLENCY:

I have the honor to refer to the notes exchanged between the Minister of Foreign Affairs to the Republic of Honduras and the Envoy Extraordinary and Minister Plenipotentiary from the United States of America to the Republic of Honduras, dated May 8, 1942 and May 5, 1942,<sup>1</sup> respectively, and to the Agreement between the Republic of Honduras and the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs, dated July 8, 1942,<sup>2</sup> all relative to a cooperative program of public health and sanitation in the Republic of Honduras as approved for by Resolution XXX at the Third Meeting of Ministers of Foreign Affairs of the American Republics in Rio de Janeiro, in January 1942.<sup>3</sup> In accordance with the notes and agreement referred to the United States of America has contributed the sum of \$500,000.00 to the cooperative health and sanitation program, which is now being carried out in the Republic of Honduras.

If desired by the Government of the Republic of Honduras, the Government of the United States of America, through the Institute of Inter-American Affairs, Office of the Coordinator of Inter-American Affairs, which is an agency of the Government of the United States of America, is prepared to

<sup>1</sup> TIAS 1557, *ante*, p. 940.

<sup>2</sup> *Ante*, p. 942.

<sup>3</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

contribute an additional sum of \$300,000.00 for the purpose of cooperating with the Government of the Republic of Honduras in extending the cooperative program of public health and sanitation, and providing for the termination of the program within a three-year period, beginning May 1, 1944, provided the Republic of Honduras makes a like sum of \$300,000.00 available for the said cooperative program of public health and sanitation. It is understood that the funds contributed by both governments will be expended through a special agency created within the *Dirección General de Sanidad Pública* of the Republic of Honduras, which special agency is known as the "Servicio Cooperativo Interamericano de Salud Pública". The kind of work and specific projects to be undertaken and the expenditure of the funds are to be mutually agreed to by the appropriate official of the Government of the Republic of Honduras and the appropriate official of the Institute of Inter-American Affairs.

Detailed arrangements for the continuation of the cooperative program of public health and sanitation and the termination of the program will be effected by an agreement between the appropriate official of the Government of the Republic of Honduras and the appropriate official of the Institute of Inter-American Affairs.

Please accept, Excellency, the renewed assurance of my most distinguished consideration.

JOHN B. FAUST  
*Chargé d'Affaires ad interim*

His Excellency  
DOCTOR SILVERIO LAINEZ,  
*Minister for Foreign Affairs,*  
*Tegucigalpa, D.C.*

*The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
OF THE  
REPUBLIC OF HONDURAS

Of. No. 1619

TEGUCIGALPA, D.C., *April 19, 1944*

SIR:

I have the honor to acknowledge the receipt of your courteous note No. 184 dated the 18th of the current month, and in reply I transcribe the communication of the Minister of Interior, Justice, Health and Welfare, which reads:

"MINISTRY OF INTERIOR, JUSTICE, HEALTH AND WELFARE—*Tegucigalpa, D.C., April 19, 1944*—Of. No. 3,281—MR. MINISTER: I have the honor to acknowledge the receipt of your note No. 1611 dated the 18th of the current

month, in which you are good enough to transcribe for this Office the communication addressed to your Department by the Embassy of the United States of America, which reads, word for word:—‘EMBASSY OF THE UNITED STATES OF AMERICA.—Notc No. 184—*Tegucigalpa, D.C., April 18, 1944.*—EXCELLENCY: I have the honor to refer to the notes exchanged between the Minister of Foreign Relations of the Republic of Honduras and the Envoy Extraordinary and Minister Plenipotentiary of the United States of America to the Republic of Honduras, dated May 8, 1942 and May 5, 1942, respectively, and to the Agreement between the Republic of Honduras and the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs, dated July 8, 1942, all of which relate to the cooperative public health program in the Republic of Honduras in accordance with Resolution XXX of the Third Meeting of the Ministers of Foreign Affairs of the American Republics held in Rio de Janeiro in January 1942.—In accordance with the aforementioned notes and the Agreement, the United States has contributed the sum of \$500,000.00 to the cooperative health and sanitation program which is at present being carried out in the Republic of Honduras.—If the Republic of Honduras so desires, the Government of the United States of America is prepared to contribute, through the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs, which is an agency of the Government of the United States of America, an additional sum of \$300,000.00 for the purpose of cooperating with the Government of the Republic of Honduras in extending the cooperative public health and sanitation program and in providing for the termination of the program within a period of three years beginning with May 1, 1944, provided that the Republic of Honduras furnishes a like sum of \$300,000.00 for the said cooperative public health and sanitation program. It is understood that the funds contributed by both Governments will be expended by a special agency created within the General Public Health Administration of the Republic of Honduras, which special agency is known by the name of “Cooperative Inter-American Public Health Service.” The type of work and the specific projects carried out and the expenditure of them must be agreed upon mutually by the appropriate official of the Government of Honduras and the appropriate official of the Institute of Inter-American Affairs.—The detailed arrangements for the continuation of the cooperative public health and sanitation program and for the termination of the program will be set forth in an agreement between the appropriate official of the Government of Honduras and the appropriate official of the Institute of Inter-American Affairs.—Please accept, Excellency, the renewed assurances of my highest consideration. (sgd.) JOHN B. FAUST, *Chargé d’Affaires ad interim.*—His Excellency Dr. SILVERIO LAÍNEZ, *Minister of Foreign Affairs, Tegucigalpa, D.C.*—In reply, I have the honor to inform you, on instructions from the President of the Republic, that the Government of Honduras accepts, through this Department, the proposal contained in the note quoted above, and I beg

you to make this known to the Embassy of the United States of America, at the same time expressing to it the gratitude of the Government of Honduras for the cooperation which the Government of the United States of America, through the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs, has extended to the Government of Honduras and will continue to extend in carrying out the cooperative public health and sanitation program in accordance with Resolution XXX of the Third Meeting of the Ministers of Foreign Affairs of the American Republics.—I am, Mr. Minister, respectfully yours, (sgd.) ABRAHAM WILLIAMS.—*To the Minister of Foreign Affairs, His Office.*”

I avail myself of this opportunity to repeat, Sir, the assurance of my high esteem and distinguished consideration.

SILVERIO LAÍNEZ

The Honorable JOHN B. FAUST,  
*Chargé d'Affaires ad interim*  
*of the United States of America.*  
*American Embassy*

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*The Executive Vice-President, Institute of Inter-American Affairs,*  
*to the Minister of Government, Justice, Health and Welfare*

TEGUCIGALPA, HONDURAS  
*April 19, 1944*

His Excellency  
General ABRAHAM WILLIAMS  
*Ministro de Gobernación, Justicia,*  
*Sanidad y Beneficencia*  
*Tegucigalpa, Honduras*

YOUR EXCELLENCY:

I have the honor to refer to the notes exchanged by His Excellency, the Honduran Minister for Foreign Affairs, and the Minister of the United States of America in Tegucigalpa on May 5 and 8, 1942, respectively; to an agreement entered into between The Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs, an agency of the Government of the United States of America, and the Republic of Honduras on July 8, 1942; to a further exchange of notes between His Excellency, the Honduran Minister for Foreign Affairs and the Ambassador of the United States of America in Tegucigalpa on April 18, 1944 and April 19, 1944, respectively, all relating to the establishment in Honduras of a cooperative health and sanitation program as provided for in Resolution XXX approved at the Third Meeting of the Ministers of Foreign Affairs of the American Republics held at Río de Janciro in January 1942; and to propose that Your

Excellency, acting on behalf of the Government of the Republic of Honduras, agree to the following:

1.—The Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America, is prepared to allocate a sum of not to exceed \$300,000.00 for the purpose of extending the cooperative health and sanitation program being carried out by the Servicio Cooperativo Interamericano de Salud Pública (hereinafter referred to as the "SCISP"), for a period of approximately three years beginning May 1, 1944, provided the Government of Honduras appropriates a like sum equivalent in Lempiras to \$300,000.00, U.S. Currency, for the same purpose. These funds are to be allocated and employed for maintaining projects in operation, or those to be placed in operation under the terms of the said agreement, and, insofar as funds may be available, for any new projects, including those which may relate to the procurement of strategic materials, which may be mutually agreed upon between the Minister of Government, Justice, Health and Welfare of the Republic, or his representative, and the Chief of Field Party of the Institute, or his representative.

2.—For the purpose of effectuating the objectives of this agreement, the Institute agrees to deposit in the Banco de Honduras to the account of the SCISP, the sum of Three Hundred Thousand Dollars (\$300,000.00) on the following basis:

During May, 1944 U.S.	\$150,000.00
During May, 1945 U.S.	100,000.00
During May, 1946 U.S.	50,000.00

and the Republic of Honduras agrees to deposit in the Banco de Honduras to the account of the SCISP the amount of Three Hundred Thousand Dollars (\$300,000.00) on the following basis:

During May, 1944, the equivalent in Lempiras of	\$75,000.00
During May, 1945, the equivalent in Lempiras of	\$100,000.00
During May, 1946, the equivalent in Lempiras of	\$125,000.00

The funds deposited by the Republic in any particular year or the funds deposited by the Institute in any particular year to the credit of the SCISP in the Banco de Honduras as herein provided are not to be withdrawn by the Director of the SCISP until the funds for that year have been deposited by both parties as agreed to herein.

3.—In accordance with its obligations under the said agreement the Institute hereby acknowledges that its previous obligation for the health and sanitation program in Honduras was \$500,000.00. In the event that any part of the said sum of \$500,000.00 has not been expended on May 31, 1944, such funds will then be deposited in the Banco de Honduras to the account of the SCISP and will be used for projects previously agreed upon and to be agreed upon. Any of these funds remaining unexpended after the completion of the original program will be available for use in the extended program of the SCISP.

4.—Any part of the funds deposited in the Banco de Honduras to the account of the SCISP according to the schedule outlined above which may be unexpended at the termination of the period in which they were deposited will continue to be available for the purpose of the general health program of the SCISP and will not revert to either the Institute of Inter-American Affairs or to the Republic of Honduras. The Minister of Government, Justice, Health and Welfare, or his representative, and the Chief of Field Party of the Institute, or his representative, shall determine by mutual agreement the disposition of all unobligated funds remaining to the credit of the SCISP upon the expiration of this agreement.

5.—The said Agreement will remain in full force and effect for the purpose of extending the said cooperative health and sanitation program until April 30, 1947, and the terms and provisions therein contained will apply during the continuation of the said program. The procedures and methods established and in use for the operation of the SCISP, pursuant to the said Agreement, will continue to apply to the operation of the SCISP until the termination of the extended agreement on April 30, 1947.

If this proposal is agreeable to Your Excellency this letter and Your Excellency's acceptance thereof will constitute a binding and effective agreement between the Institute of Inter-American Affairs and the Republic of Honduras in accordance with the terms and provisions contained therein.

Accept, Excellency, the assurances of my highest consideration.

For the Institute of Inter-American Affairs

GEORGE C. DUNHAM

*Executive Vice-President*

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*The Minister of Government, Justice, Health and Welfare to the Executive Vice-President, Institute of Inter-American Affairs*

[TRANSLATION]

MINISTRY OF GOVERNMENT, JUSTICE, HEALTH & WELFARE

TEGUCIGALPA, D.C., HONDURAS, C. A.

File No. 3297

*April 19, 1944*

General GEORGE C. DUNHAM

*Executive Vice-President*

*Institute of Inter-American Affairs*

*Tegucigalpa, D.C.,*

DEAR SIR:

I have the honor to reply to your kind letter of the 19th of the current month, referring to the notes exchanged by his Excellency the Minister of

Foreign Affairs of Honduras and his Excellency the Minister of the United States of America in Tegucigalpa, D. C., on the 5th and 8th of May 1942; to a contract executed between the Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs, which is an agency of the Government of the United States of America, and the Republic of Honduras, on July 8, 1942; to an additional exchange of notes between His Excellency the Minister of Foreign Affairs of Honduras and His Excellency the Ambassador of the United States of America in Tegucigalpa, D. C., on the 18th and 19th of this present month of April, all relating to the establishment in Honduras of a cooperative health and sanitation program as was agreed upon in RESOLUTION XXX, approved during the Third Conference of Ministers of Foreign Affairs of the American Republics, held in Rio de Janeiro January 19, 1942; and proposing that I agree, for the Republic of Honduras, upon the following :

[For terms of agreement, see numbered and penultimate paragraphs in U.S. note, above.]

In reply, I have the honor to advise you, on the authority of the President of the Republic, that the Government of Honduras acting through me, accepts with pleasure the proposal for extension of the health and sanitation program as set forth in your letter for a period of three years more, from May 1, 1944 to April 30, 1947, under the stipulations of the contract of July 8, 1942 executed between the Government of the Republic of Honduras and the Institute of Inter-American Affairs, of the Office of the Coordinator of Inter-American Affairs, which is an Agency of the Government of the United States of America and which was approved in Executive Decree No. 60 issued by this Department of State.

The Government of the Republic of Honduras wishes to express, through the undersigned, its hearty thanks to the Institute of Inter-American Affairs for the assistance which it has rendered and is continuing to render to the program of health and sanitation in Honduras, to the benefit of both countries.

Most sincerely yours,

ABRAHAM WILLIAMS  
*Secretary of State for the Bureau of  
Government, Justice, Health and Welfare*

## MILITARY MISSION

*Agreement signed at Washington December 28, 1945*

*Entered into force December 28, 1945*

*Expired December 28, 1949*

60 Stat. 1470; Treaties and Other  
International Acts Series 1503

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF HONDURAS

In conformity with the request of the Government of the Republic of Honduras to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men of the United States Army to constitute a Military Mission to the Republic of Honduras under the conditions specified below:

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of War, the Chief of Staff of the Republic of Honduras and with the personnel of the Honduran Army, with a view to enhancing the efficiency of the Honduran Army and Air Forces.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this Agreement by the accredited representatives of the Government of the United States of America and the Government of the Republic of Honduras, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years of service, in which case another member shall be furnished to replace him.

ARTICLE 3. If the Government of the Republic of Honduras should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of

the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Honduras at any time during a period when either Government is involved in domestic or foreign hostilities.

## TITLE II

### *Composition and Personnel*

ARTICLE 6. This Mission shall consist of such number of personnel of the United States Army and Air Force as may be agreed upon by the Minister of War of the Republic of Honduras through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of War of the Republic of Honduras or his authorized representative and by the War Department of the United States of America or its authorized representative.

## TITLE III

### *Duties, Rank and Precedence*

ARTICLE 7. Prior to inception of operations by the Mission under this Agreement, a tentative program for the Mission will be informally agreed upon between the Ministry of War of the Republic of Honduras and representatives of the War and State Departments of the United States of America. Any changes in this program which experience may demonstrate to be desirable shall be similarly agreed upon. The Mission shall carry out such duties as may be determined in pursuance of this Article and such other duties consistent with the purposes of this Agreement as set forth in Article 1 as may be assigned by the Ministry of War of the Republic of Honduras. The members of the Mission shall be responsible directly to the Ministry of War of the Republic of Honduras.

ARTICLE 8. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army or Air Force, and shall wear the uniform of his rank in the United States Army or Air Force, but shall have precedence over all Honduran officers of the same rank.

ARTICLE 9. Each member of the Mission shall be entitled to all benefits

and privileges which the Regulations of the Honduran Army provide for Honduran officers and subordinate personnel of corresponding rank.

ARTICLE 10. The personnel of the Mission shall be governed by the disciplinary regulations of the United States War Department.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 11. Members of the Mission shall receive from the Government of the Republic of Honduras such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the Republic of Honduras for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall not be subject to any tax, now or hereafter in effect, of the Government of the Republic of Honduras or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Government of the Republic of Honduras in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

ARTICLE 12. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America, or by mutual agreement when departure is from a place other than the United States of America, of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 13. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Honduras, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 14. Each member of the Mission and each dependent member of his family shall be provided with first-class accommodations for travel required and performed under this Agreement by the shortest usually traveled route between the port of embarkation in the United States of America and his official residence in the Republic of Honduras and from his official residence in the Republic of Honduras to the port of debarkation in the United States of America. Each member of the Mission shall be reimbursed for the expenses of shipment of his household effects and baggage; such reimbursement shall include all necessary expenses incident to unloading from the steamer upon arrival in the Republic of Honduras, cartage between the

ship and the residence in the Republic of Honduras, and packing and loading on board the steamer upon departure from the Republic of Honduras. The cost of this transportation for members of the Mission, dependent members of their families, their household effects and baggage shall be borne by the Government of the United States of America. The transportation of such household effects and baggage shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control. The provisions of this Article shall likewise apply to officers who are subsequently detailed to the Republic of Honduras for temporary duty, as additional personnel or replacements for members of the Mission. The expenses of shipment of automobiles of the members of the Mission shall be borne by the Government of the Republic of Honduras.

ARTICLE 15. The Government of the Republic of Honduras shall grant, upon request of the members of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the Chargé d'Affaires ad interim.

ARTICLE 16. Compensation for transportation and traveling expenses in the Republic of Honduras on official business of the Government of the Republic of Honduras shall be provided by the Government of the Republic of Honduras in accordance with the provisions of Article 9.

ARTICLE 17. Suitable motor transportation with chauffeur, shall on call be made available by the Government of the Republic of Honduras for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18. The Government of the Republic of Honduras shall provide suitable office space and facilities for the use of the members of the Mission.

## TITLE V

### *Requisites and Conditions*

ARTICLE 19. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Honduras shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Honduran Army or Air Force, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Honduras.

ARTICLE 20. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his ca-

capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 21. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 22. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 23. The leave specified in the preceding Article may be spent in the Republic of Honduras, in the United States of America or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 24. The leave specified in Article 22 may be spent in foreign countries, subject to the standing instructions of the War Department of the United States of America concerning visits abroad. In all cases the said leave or portions thereof, shall be taken by the officers only after consultation with the Ministry of War of the Republic of Honduras with a view to ascertaining the mutual convenience of the Government of the Republic of Honduras and the officers in respect to this leave.

ARTICLE 25. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 26. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Acting Secretary of State of the United States of America, and Julián R. Cáceres, Ambassador Extraordinary and Plenipotentiary of the Republic of Honduras in Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington this twenty-eighth day of December, one thousand nine hundred forty-five.

For the Government of the United States of America:

DEAN ACHESON [SEAL]

For the Government of the Republic of Honduras:

JULIÁN R. CÁCERES [SEAL]

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Tegucigalpa May 13, 1947, with text of agreement  
supplementing and extending agreement of May 5 and 8, 1942<sup>1</sup>*

*Entered into force May 13, 1947; operative from May 1, 1947*

*Program expired June 30, 1960*

61 Stat. 3114; Treaties and Other  
International Acts Series 1646

*The Minister of Foreign Affairs to the American Chargé d'Affaires  
ad interim*

[TRANSLATION]

NATIONAL PALACE

TEGUCIGALPA, D.C., May 13, 1947

No. 3439

SIR :

In accordance with Clause XIII of the EXTENSION AGREEMENT relative to the extension of the Cooperative Health and Sanitation Program established by the Government of Honduras and the Institute of Inter-American Affairs, signed in this city of Tegucigalpa on May 9 last, in two copies, each written in English and in Spanish, I have the honor to send you the present note, informing you that the Government of Honduras approves the said Agreement, the text of which in Spanish is as follows:

### EXTENSION AGREEMENT

Relative to the extension of the Cooperative Health and Sanitation Program drawn up by the Government of Honduras and the Institute of Inter-American Affairs.

The present Agreement is concluded between the Government of Honduras, represented by Lic. Cecilio Colindres Zepeda, Under Secretary of State in charge of the Departments of the Interior, Justice, Health and Social Welfare of Honduras (hereinafter called "the Minister") and the Institute of Inter-American Affairs, which is an incorporated agency of the Government of the United States of America (hereinafter called the "Institute") represented by Dr. Marcus H. Flinter, Head in Honduras of the Health and Sanitation Section of the Institute (hereinafter called "Head of the In-

<sup>1</sup> TIAS 1557, *ante*, p. 940.

stitute”) for the purpose of recording the extension of and amendments to the Cooperative Health and Sanitation Program, established in accordance with the Agreement concluded between the Institute and the Government of Honduras on July 8, 1942,<sup>2</sup> and amended through the exchange of notes between the Executive Vice President of the Institute and the Minister of the Interior, Justice, Health and Social Welfare, of April 19, 1944.<sup>3</sup> (Both agreements hereinafter called the “Basic Agreement”).

#### CLAUSE I

Both Parties agree and declare that the Basic Agreement shall hereby be extended for an additional period of 14 months, from May 1, 1947 until June 30, 1948, and amended by the Clauses hereinafter set forth.

#### CLAUSE II

The financial obligation of the Institute contracted under the Basic Agreement shall be considered to have been met by the contribution to the program of \$800,000 in American currency, materials, supplies and equipment of all kinds. Furthermore, the financial obligation of the Government of Honduras contracted under the Basic Agreement shall also be considered to have been fulfilled by the contribution of the equivalent in Lempiras of \$300,000 American currency.

#### CLAUSE III

The Institute shall continue to be represented in Honduras by a group of employees and experts known as the “Field Party of the Institute of Inter-American Affairs in Honduras” under the direction of the Head of the Institute, who shall also continue to discharge the duties of Director of the *Servicio Cooperativo Interamericano de Salud Pública* [Inter-American Cooperative Public Health Service] (hereinafter called the “SCISP”) for the period included in the present Extension Agreement.

#### CLAUSE IV

In addition to the funds required as a contribution of the parties in conformity with the Basic Agreement, the Cooperative Health and Sanitation Program shall also be financed during the period established by the present Extension Agreement as follows:

A. The Institute shall deposit \$25,000 in the Bank of Honduras to the account of the SCISP in May 1947.

B. The Government of Honduras shall deposit in the Bank of Honduras to the account of the “SCISP” the sum of 250,000 Lempiras (or the equiv-

<sup>2</sup> TIAS 1557, *ante*, p. 942.

<sup>3</sup> TIAS 1557, *ante*, p. 954.

alent in American currency of \$125,000 figured at the present exchange rate of 2 Lempiras per American Dollar) as follows:

In May 1947 . . . . .	150,000	Lempiras
In October 1947 . . . . .	100,000	"
Total . . . . .	250,000	"

C. The Institute may withhold from the deposit stipulated in Clause IV-A the amounts considered necessary by the Minister and the Head of the Program to pay for the purchase in the United States of materials, supplies and equipment in addition to other expenses connected with the execution of the Program. All the funds withheld by the Institute for such purposes shall be considered as on deposit under the terms of Clause IV-A, but, if the latter are not spent or pledged for such purposes, they shall then be deposited in the Bank of Honduras to the order of the SCISP at any time mutually agreed upon between the Minister and the Head of the Institute.

D. The dates for making deposits in conformity with the stipulations in Clauses IV-A and IV-B may be changed in accordance with the requirements of the Program, through a written agreement between the Minister and the Head of the Institute.

E. Contributions, in addition to those mentioned in Clauses IV-A and IV-B, may be received by the SCISP from any source and spent by that organization in the same manner as other funds for the use and purposes of the Cooperative Health and Sanitation Program.

F. Any of the funds or property acquired by the SCISP which are not spent, used or pledged at the end of the period specified in the present Extension Agreement shall remain the property of the Government of Honduras and shall continue to be used for the purposes of the Cooperative Health and Sanitation Program in such manner as may be agreed upon in writing between the Ministry and the Head of the Institute.

#### CLAUSE V

The Cooperative Health and Sanitation Program shall continue to be developed through individual projects. Each project shall be contained in a project agreement which shall be mutually accepted and signed by the Minister, the Director of the SCISP and the Head of the Institute. Each project agreement shall define the nature of the work to be done, the assignment of funds therefor, the personnel responsible for carrying out the work and any other matter which the Contracting Parties desire to specify.

#### CLAUSE VI

The procedures and methods established and in use at the present time for the operation of the SCISP, in conformity with the amended Basic Agreement, shall continue to be applied in the operation of the SCISP during

the period established by the present Extension Agreement. The Director of the SCISP, with the approval of the Minister of Health, shall draw up the pertinent budget, assigning for each project the funds and expenses necessary as well as the pay of the employees, except those appointed by the Institute for each fiscal year.

#### CLAUSE VII

The books, records and accounts of the SCISP shall be open at all times to inspection by the representatives of the Government of Honduras and of the Institute. The Director of the SCISP shall make reports to the Government of Honduras and to the Institute as often as the Minister and the Head of the Institute require.

#### CLAUSE VIII

All materials imported for the work activities of the SCISP shall be brought into the country free of customs duties and of any other official tax or charge. Whenever possible, the SCISP shall use for carrying out the work only materials and tools produced in the country.

#### CLAUSE IX

All employees of the SCISP, with the exception of those assigned to the SCISP by the Institute, shall be appointed, engaged and discharged by the Minister of Health, upon recommendation of the Director of the SCISP. The salaries and expenses, including traveling expenses of North American personnel of the Institute of Inter-American Affairs employed in Honduras, shall be paid by the Institute and not from the funds assigned to the SCISP.

#### CLAUSE X

All projects carried out under this contract shall be the exclusive property of the Government and the people of Honduras.

#### CLAUSE XI

For the purposes set forth in the present Agreement, the Government of Honduras accepts and recognizes the Institute as an incorporated agency of the Government of the United States of America and, therefore, the property and funds belonging to the Institute shall remain, among other things, exempt from all import or export taxes, tariffs, fees and other charges.

#### CLAUSE XII

The Minister, the Head of the Institute and Director of the SCISP shall be empowered to delegate their authority, prerogatives and functions to representatives duly appointed and elected by them.

## CLAUSE XIII

This Extension Agreement shall enter into effect upon completion of the exchange of diplomatic notes concerning the Cooperative Health and Sanitation Program between the Ministry of Foreign Relations of the Government of Honduras and the Embassy of the United States of America in Honduras or on the date of conclusion [of the Extension Agreement] if such notes have been previously exchanged. The Basic Agreement shall remain in full force and effect for the purpose of extending the Cooperative Health and Sanitation Program except as it may be amended or if it is in conflict with this Extension Agreement.

IN WITNESS WHEREOF, the parties here present have caused this Extension Agreement to be concluded by their duly authorized representatives, in duplicate, in the English and Spanish languages, at Tegucigalpa, Honduras, this ninth day of the month of May, 1947.

For the Government of Honduras  
CECILIO COLINDRES ZEPEDA

For the Institute of Inter-American Affairs  
MARCUS H. FLINTER

Pending Your Excellency's reply, which, if it is favorable, will complete the exchange of notes provided for in Clause XIII of the Extension Agreement for the latter to enter into effect, I am happy to renew to you the assurance of my distinguished consideration.

SILVERIO LAÍNEZ

The Honorable JOHN B. FAUST,  
*Chargé d'Affaires ad interim of the  
United States of America.  
American Embassy.*

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*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

TEGUCIGALPA, HONDURAS, May 13, 1947

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 3439 of today, concerning the Extension Agreement for the Health and Sanitation Cooperative Action Program of the Institute of Inter-American Affairs with the Government of Honduras signed in Tegucigalpa on May 9, 1947.

Your Excellency's note incorporates the text of the Extension Agreement,

states that it has the approval of the Government of Honduras, and indicates that it will become effective upon exchange of the diplomatic notes referred to in Clause XIII.

By direction of my Government, I have the honor to inform Your Excellency that it approves the Extension Agreement as signed by Mr. Cecilio Colindres Zepeda on behalf of the Government of Honduras and by Dr. Marcus H. Flintner on behalf of the Institute of Inter-American Affairs. Consequently, it is now in full force and effect.

Please accept, Excellency, the assurances of my most distinguished consideration.

JOHN B. FAUST  
*Chargé d'Affaires ad interim*

His Excellency

DR. SILVERIO LAINEZ,  
*Minister for Foreign Affairs,  
Tegucigalpa, D.C.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Tegucigalpa June 29 and July 6, 1948, supplementing and extending agreement of May 5 and 8, 1942*<sup>1</sup>

*Entered into force July 6, 1948; operative from June 30, 1948*

*Program expired June 30, 1960*

62 Stat. 3904; Treaties and Other  
International Acts Series 1980

*The American Ambassador to the Minister of Foreign Affairs*

No. 19

TEGUCIGALPA, D. C., June 29, 1948

### EXCELLENCY:

I have the honor to refer to the Basic Agreement between the Government of Honduras and The Institute of Inter-American Affairs, dated July 8, 1942,<sup>2</sup> as later modified and extended,<sup>3</sup> which provided for the initiation and execution of the existing cooperative health and sanitation program in Honduras. I also refer to Your Excellency's note of April 21, 1948, suggesting the consideration by our respective Governments of a further extension of that Agreement.

As Your Excellency knows, the agreement of July 8, 1942, as amended, provides that the cooperative health and sanitation program will terminate on June 30, 1948. However, considering the mutual benefits which both governments are deriving from the program, my Government agrees with the Government of Honduras that an extension of such program would be desirable. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the cooperative program for a period of one year, from June 30, 1948, through June 30, 1949. It would be understood that, during such period of extension, the Institute would make a contribution of \$50,000 United States Currency to the Servicio Cooperativo Inter-Americano de Salud Pública for use in carrying out project activities of the program on condition that your Government would contribute to the Servicio for the same purpose the sum of L.500,000. The Institute would also be willing during the same extension

<sup>1</sup> TIAS 1557, *ante*, p. 940.

<sup>2</sup> TIAS 1557, *ante*, p. 942.

<sup>3</sup> TIAS 1557 and 1646, *ante*, pp. 954 and 966.

period to make available funds to be retained by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Institute Division of Health and Sanitation Field Staff, who are maintained by the Institute in Honduras. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Government, Justice, Health and Welfare and the Institute.

The Government of the United States of America will consider the present note and your note concurring therein as constituting an agreement between our two governments, which shall come into force on the date of signature of an agreement by the Honduran Secretary of State in charge of the Ministry of Government, Justice, Health and Welfare and by a representative of the Institute of Inter-American Affairs embodying the above-mentioned technical details.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HERBERT S. BURSLEY

His Excellency

Dr. SILVERIO LAINEZ,  
*Minister for Foreign Affairs,*  
*Tegucigalpa, D. C.*

---

*The Undersecretary for Foreign Affairs to the American Ambassador*

[TRANSLATION]

DEPARTMENT OF FOREIGN RELATIONS  
OF THE  
REPUBLIC OF HONDURAS

No. 69

TEGUCIGALPA, D.C., July 6, 1948

EXCELLENCY:

I have the honor to refer to Your Excellency's communication No. 19, dated June 29, 1948, regarding the extension of the cooperative health and sanitation program in Honduras.

With respect thereto, I am pleased to send you a copy in duplicate of Note No. 3728 of the Ministry of the Interior, Justice, Health, and Welfare, accepting the proposal made by your Embassy.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest esteem and most distinguished consideration.

ALEJANDRO ALFARO ARRIAGA

His Excellency

HERBERT S. BURSLEY,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.  
American Embassy.*

*The Ministry of the Interior, Justice, Health, and Welfare to the Minister  
of Foreign Affairs*

[TRANSLATION]

TEGUCIGALPA, D.C., HONDURAS, C.A.

No. 3728

June 30, 1948

MR. MINISTER:

I have the honor to acknowledge receipt of your note, which reads as follows:

“DEPARTMENT OF FOREIGN RELATIONS.—National Palace: Tegucigalpa, D.C., June 30, 1948.—No. 3847.—Mr. Minister: I have received the note, the text of which is: ‘AMERICAN EMBASSY.—No. 19.—Tegucigalpa, D.C., June 29, 1948.—Excellency: I have the honor to refer to the Basic Agreement between the Government of Honduras and the Institute of Inter-American affairs, dated July 8, 1942, as it was later amended and extended, which provides for initiation and execution of the existing cooperative health and sanitation program in Honduras. I also refer to Your Excellency’s note of April 21, 1948, suggesting consideration on the part of our respective Governments of a future extension of the program.—As Your Excellency knows, the Agreement of July 8, 1942, as amended, provides that the cooperative health and sanitation program shall end on June 30, 1948. However, considering the mutual benefits which both Governments receive from the program, my Government agrees with the Government of Honduras that an extension of the program would be desirable. I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its cooperation in the cooperative program for a period of one year, from June 30, 1948 to June 30, 1949. It would be understood that during such extended period, the Institute would make a contribution of \$50,000.00 U.S. cy. to the Inter-American Cooperative Public Health Service, to be used in carrying out the activities of the project in the program, on condition that your Government contribute to the same Service, for the same purpose, the sum of 500,000 lempiras. During the same period of execution,

the Institute would also like to have at its disposal funds, to be retained by the Institute and not deposited to the account of the Service, for the payment of salaries and other expenses of the members of the Institute's Division of health and sanitation field officers who are maintained by the Institute in Honduras. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, to be contributed and made available by the parties in the continuation of the program.—If Your Excellency agrees that the extension as proposed on the aforesaid bases is acceptable to your Government, I should appreciate receiving, as soon as possible, the expression of Your Excellency's opinion and its agreement, in order that the technical details of the extension may be determined by officials of the Ministry of the Interior, Justice, Health, and Welfare and the Institute.—The Government of the United States of America will consider the present note and your note regarding the same matter as an agreement between our two Governments, which will enter into force on the date that an Agreement containing the above-mentioned technical details is signed by the Secretary of State charged with the Ministry of the Interior, Justice, Health, and Welfare and by a representative of the Institute of Inter-American Affairs.—I avail myself of this occasion to renew to Your Excellency the assurances of my highest and most distinguished consideration.—(Signed) HERBERT S. BURSLEY.—His Excellency, Doctor Silverio Laínez, Minister of Foreign Affairs, Tegucigalpa, D.C.—On transmitting to you the foregoing copy, I respectfully request you to advise me what may be decided in the matter, in order that I may answer the note of His Excellency the Ambassador of the United States.—With all consideration, I am, Mr. Minister, respectfully yours, (signed) SILVERIO LAÍNEZ.—The Minister of the Interior, Justice, Health, and Welfare. His office."

In answer, permit me to inform you, at the same time requesting that you in turn inform the American Ambassador, that the Government of Honduras accepts, in the form proposed, the extension for one year more, of the Cooperative Health and Sanitation Program, created by the Basic Agreement between the Government of Honduras and the Institute of Inter-American Affairs, dated July 8, 1942, and will contribute the sum of 500,000.00 lempiras, to be paid as follows:

In or before September 1948 . . . . .	75,000.00 lempiras
In or before February 1949 . . . . .	75,000.00 "
	<hr/>
Total . . . . .	150,000.00 "

In addition to the foregoing sum, which shall be deposited to the credit of the Inter-American Cooperative Public Health Service in a Bank, the Government agrees to amendment and extension of the Agreement of Project #55 of Honduras (S), "Functioning of the National Tuberculosis Sanatorium, Tegucigalpa, Honduras," signed on February 15, 1948, for an additional year, from July 1, 1948 to June 30, 1949, and to provide the sum of

199,640.00 lempiras, which it will deposit to the credit of the Inter-American Cooperative Public Health Service, in the following manner:

On or before July 1, 1948 . . . . .	16, 636. 66	lempiras
August 1, 1948 . . . . .	16, 636. 67	"
September 1, 1948 . . . . .	16, 636. 67	"
October 1, 1948 . . . . .	16, 636. 66	"
November 1, 1948 . . . . .	16, 636. 67	"
December 1, 1948 . . . . .	16, 636. 67	"
January 1, 1949 . . . . .	16, 636. 66	"
February 1, 1949 . . . . .	16, 636. 67	"
March 1, 1949 . . . . .	16, 636. 67	"
April 1, 1949 . . . . .	16, 636. 66	"
May 1, 1949 . . . . .	16, 636. 67	"
June 1, 1949 . . . . .	16, 636. 67	"
Total . . . . .	199, 640. 00	"

And finally, the Government will also deposit to the credit of the Inter-American Cooperative Public Health Service, during the period July 1, 1948 to December 31, 1948, a sum not less than 150,360.00 lempiras, for the account of the branches of the Ministry of the Interior and Health, such as Districts, Municipalities, etc. This sum shall be deposited for the express purpose or purposes of specific projects, created by project agreements between the Districts, Municipalities, etc., and the Inter-American Cooperative Public Health Service.

#### SUMMARY:

Direct contribution of the Government, allocated in the current General Budget of Expenditures . . . . .	150, 000. 00	lempiras
For functioning of the National Tuberculosis Sanatorium . . . . .	199, 640. 00	"
Deposits of branches of the Ministry of the Interior . . . . .	150, 000. 00	"
Total contribution of the Government . . . . .	500, 000. 00	"

Since I consider that, now the proposal has been accepted, the next step is determination of the technical details of the extension of the agreement by the competent officials of the Government and the Institute of Inter-American Affairs. I wish, with such purpose in mind, Mr. Minister, to express to the American Government, through its Ambassador in our country, the most sincere recognition on the part of the Government of Honduras for this new demonstration of effective cooperation, which will again contribute to strengthening the ties of friendship that have always existed between our two peoples and Governments.

With every consideration, I am, Mr. Minister,  
Yours respectfully,

C. COLINDRES ZEPEDA

To the MINISTER OF FOREIGN RELATIONS,  
*His Office.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Tegucigalpa July 21 and 26 and August 18 and 24, 1949, supplementing and extending agreement of May 5 and 8, 1942*<sup>1</sup>

*Entered into force August 24, 1949; operative from June 30, 1949  
Program expired June 30, 1960*

63 Stat. 2729; Treaties and Other  
International Acts Series 1986

*The American Ambassador to the Minister of Foreign Affairs*

No. 127

TEGUCIGALPA, D. C., July 21, 1949

### EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, entered into in July 1942<sup>1</sup> between the Republic of Honduras and The Institute of Inter-American Affairs, providing for the existing cooperative health and sanitation program in Honduras. I also refer to Your Excellency's note No. 4648 of June 30, 1949 suggesting the consideration by our respective Governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Honduras that an extension of the program beyond its present termination date would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949 through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$50,000 in the currency of the United States, to the Servicio Cooperativo Inter-Americano de Salud Pública, for use in carrying our project activities of the program, on condition that your Government would contribute to the Servicio for the same purpose the sum of not less than L500,000. It would also be understood that were the Honduran Government not in a position to contribute L500,000, the contribution of the Institute would be at the rate of one-fifth of the amount determined by the Honduran Government. The Institute would also be willing during the same extension period to make available funds to be administered by the Institute, and not deposited to the

<sup>1</sup> TIAS 1557, 1646 and 1980, *ante*, pp. 940, 954, 966, and 972.

account of the Servicio, for payment of salaries and other expenses of the members of the Health and Sanitation field staff who are maintained by the Institute in Honduras. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Secretary of State in charge of the Ministry of Government, Justice, Health and Welfare and a representative of The Institute of Inter-American Affairs embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible, in order that the technical details of the extension may be worked out by the officials of the Secretary of State in charge of the Ministry of Government, Justice, Health and Welfare and The Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HERBERT S. BURSLEY

His Excellency

Dr. J. EDGARDO VALENZUELA,  
*Minister for Foreign Affairs,*  
*Tegucigalpa, D.C.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

No. 362

TEGUCIGALPA, D.C., July 26, 1949

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 127 dated the 21st instant, in connection with the amended Basic Agreement concluded in July 1942, between the Republic of Honduras and the Institute of Inter-American Affairs, and in reply I have the honor to transcribe hereinbelow the following communication:

"MINISTRY OF INTERIOR, JUSTICE, SANITATION AND WELFARE.—Tegucigalpa, D.C., July 26, 1949.—Communications No. 433.—Mr. Minister: I take the liberty of acknowledging receipt of your courteous communication dated the 25th instant, transcribing the note which you have received from His Excellency the American Ambassador and which refers to the advice that he has received from the Department of State, informing him that arrangements may now be made with the Institute of Inter-Ameri-

can Affairs for the extension of the program of the Servicio Cooperativo Interamericano de Salud Pública, for a period of one year, from June 30, 1949 through June 30, 1950, for carrying out project activities of the program, it being understood that the contribution of the said Institute, during the period of extension, will be \$50,000.00 in United States currency, on condition that our Government's contribution to the Servicio for the same purpose will be a sum not less than L. 500,000.00. — It will also be understood that if our Government should not be in a position to contribute the aforesaid sum, then the Institute's contribution would be at the rate of one-fifth of the amount determined by the Honduran Government. Due note has been taken of the fact that the Institute is willing to continue making funds available for the payment of salaries and other expenses of the members of the Health and Sanitation field staff who are maintained by the Institute in Honduras, which funds will be administered by the Institute and not deposited to the account of the Servicio. — With respect to the proportion of the funds to be contributed for carrying out activities of the program of the Servicio Cooperativo, our Government has stated on several occasions in personal conversations held by the undersigned with some of the members of the SCISP, that it would be impossible for it to extend the contract at the rate of one to five as indicated by the note of His Excellency the American Ambassador, which rate has been determined by the appropriate authorities in Washington. — Our present General Budget for Sanitation allocates an appropriation of L. 150,000.00 for the current fiscal year for carrying out the Servicio Cooperativo projects; and in addition, under date of January 31 of the present year, by Decree No. 44, the National Congress established an additional custom duty, assigning the proceeds therefrom to the supplying of potable water for various towns in the Republic, the collection of which duty was to begin on the first of July last, but certain exemptions therefrom were made in that Decree, such as on heavy machinery, barbed wire for fences, and imports of articles covered by commercial treaties like those which we have concluded with the Government of El Salvador and with the Government of the United States of America. — As a result of this, the proceeds from such source, estimated in the Budget at L. 275,000.00 per annum, with an average of L. 23,000.00 per month, amounted only to L. 6,382.02 in July last, from which it may be deduced from its total proceeds will be about L. 75,000.00 in the current year. — Thus, if to the L. 150,000.00 included in the Budget for carrying out the Servicio Cooperativo projects there is added the sum of L. 75,000.00 as the probable proceeds from the newly created source of revenue for the water supply, plus another L. 75,000.00 which might possibly be contributed by the various districts and municipalities for the works actually constructed under the projects approved, the result would be that the probable contribution of the Government would amount to L. 300,000.00, which would yield a rate of one to three if the Institute of Inter-American Affairs were to contribute L. 100,-

000.00 or its equivalent in dollars at the exchange rate of 2 to 1. — Of course, it might happen that in the course of the year the new revenue might reach L. 100,000.00 and that the districts and municipalities might be in a position to contribute up to another L. 100,000.00, which would yield a rate of one to three and one-half between the parties, but this is simply a probability and not a certainty for the participation of the Government. If such increase were registered, it would of course be included in our contribution. — In view of all the foregoing and for economic reasons, particularly this year, when because of the high cost of living in this country the budget voted by the National Congress included a 25% increase in all salaries of government workers, it would be materially impossible for our Government to contribute at the rate mentioned by His Excellency the American Ambassador, under instructions from the Department of State which emanate also from the Institute of Inter-American Affairs. — Our Government appreciates and is highly grateful for the cooperation offered to it by the Institute, because of the benefits which both parties derive from such cooperation, and it is for this reason that our Government willingly makes the counter-proposal set forth above. — Requesting you, Mr. Minister, to be good enough to transmit the contents of this communication to His Excellency the American Ambassador, I remain, Respectfully yours. (s) Julio Lozano, Jr. — To the Minister of Foreign Relations — His Office.”

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

J. E. VALENZUELA

His Excellency

HERBERT S. BURSLEY,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.  
American Embassy.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

NATIONAL PALACE

TEGUCIGALPA, D.C., August 18, 1949

No. 752

EXCELLENCY:

In connection with my note No. 362 of July 26 last, addressed to your Embassy, I have the honor to transcribe to Your Excellency the following communication:

“MINISTRY OF INTERIOR, JUSTICE, SANITATION AND WELFARE.—Communication No. 897.—Tegucigalpa, D.C., August 18, 1949.—Mr. Minister: I ask that you inform His Excellency the American Ambassador of our Gov-

ernment's desire that the Servicio Cooperativo Interamericano de Salud Pública (SCISP) continue during the present fiscal year with the administration of the National Tuberculosis Sanitarium, in accordance with Project #55, to which purpose an allocation has been made in the amount of (L. 214,880.00) TWO HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED AND EIGHTY LEMPIRAS, which sum will be included in the extension agreement now under consideration, if the Institute of Inter-American Affairs approves it.—Respectfully yours, (s) JULIO LOZANO, Jr.—To the Minister of Foreign Relations—His Office.”

Therefore, I respectfully ask Your Excellency, if there is no objection, to communicate to your Government the wishes expressed in the above-transcribed communication.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest esteem and most distinguished consideration.

J. E. VALENZUELA

His Excellency

HERBERT S. BURSLEY,

*Ambassador Extraordinary and Plenipotentiary*

*of the United States of America.*

*American Embassy.*

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*The American Ambassador to the Minister of Foreign Affairs*

No. 143

TEGUCIGALPA, D.C., August 24, 1949

EXCELLENCY:

It gives me pleasure to state that as a consequence of receipt of Your Excellency's kind note No. 752 of August 18, 1949 concerning the desire of the Honduran Government that the Servicio Cooperativo Interamericano de Salud Pública (SCISP) continue the administration of the National Tuberculosis Sanitarium during the current fiscal year, it is considered that an agreement between our two governments has been reached providing for the extension of the Basic Agreement, as amended, between the Government of Honduras and the Institute of Inter-American Affairs providing for the existing cooperative health and sanitation program in Honduras.

Mr. John L. Hummel, Acting Chief of Party, has accordingly been authorized and requested to proceed with the execution of the extension agreement.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

HERBERT S. BURSLEY

His Excellency

Dr. J. EDGARDO VALENZUELA,

*Minister for Foreign Affairs,*

*Tegucigalpa, D.C.*

# Hungary

## ESTABLISHING FRIENDLY RELATIONS

*Treaty signed at Budapest August 29, 1921; relevant parts of treaty of peace signed at Trianon June 4, 1920*

*Senate advice and consent to ratification, with understandings, October 18, 1921<sup>2</sup>*

*Ratified by the President of the United States, with understandings, October 21, 1921*

*Ratified by Hungary December 12, 1921*

*Ratifications exchanged at Budapest December 17, 1921*

*Entered into force December 17, 1921*

*Proclaimed by the President of the United States December 20, 1921*

*Revived (after World War II) March 9, 1948,<sup>3</sup> pursuant to article 10 of treaty of peace signed at Paris February 10, 1947<sup>4</sup>*

42 Stat. 1951; Treaty Series 660

### TREATY WITH HUNGARY

#### The United States of America and Hungary:

Considering that the United States, acting in conjunction with its co-belligerents, entered into an Armistice with Austria-Hungary on November 3, 1918,<sup>5</sup> in order that a Treaty of Peace might be concluded;

Considering that the former Austro-Hungarian Monarchy ceased to exist and was replaced in Hungary by a national Hungarian Government;

<sup>1</sup> For agreements between the United States and the Emperor of Austria, King of Hungary (before 1870), see *ante*, vol. 5, p. 202, AUSTRIA; for agreements between the United States and Austria-Hungary, see *ante*, vol. 5, p. 429, AUSTRIA-HUNGARY.

<sup>2</sup> The U.S. understandings were that "the United States shall not be represented or participate in any body, agency or commission, nor shall any person represent the United States as a member of any body, agency or commission in which the United States is authorized to participate by this Treaty, unless and until an Act of the Congress of the United States shall provide for such representation or participation" and that "the rights and advantages which the United States is entitled to have and enjoy under this Treaty embrace the rights and advantages of nationals of the United States specified in the Joint Resolution or in the provisions of the Treaty of Trianon to which this Treaty refers."

<sup>3</sup> *Department of State Bulletin*, Mar. 21, 1948, p. 382.

<sup>4</sup> TIAS 1651, *ante*, vol. 4, p. 457.

<sup>5</sup> *Ante*, vol. 2, p. 1.

Considering that the Treaty of Trianon to which Hungary is a party was signed on June 4, 1920, and came into force according to the terms of its Article 364, but has not been ratified by the United States;

Considering that the Congress of the United States passed a Joint Resolution, approved by the President July 2, 1921,<sup>6</sup> which reads in part as follows:

*“Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, . . .*

*“That the state of war declared to exist between the Imperial and Royal Austro-Hungarian Government and the United States of America by the joint resolution of Congress approved December 7, 1917,<sup>7</sup> is hereby declared at an end.*

*“Sec. 4. That in making this declaration, and as a part of it, there are expressly reserved to the United States of America and its nationals any and all rights, privileges, indemnities, reparations, or advantages, together with the right to enforce the same, to which it or they have become entitled under the terms of the armistice signed November 3, 1918, or any extensions or modifications thereof; or which were acquired by or are in the possession of the United States of America by reason of its participation in the war or to which its nationals have thereby become rightfully entitled; or which, under the treaty of Saint Germain-en-Laye or the treaty of Trianon, have been stipulated for its or their benefit; or to which it is entitled as one of the principal allied and associated powers; or to which it is entitled by virtue of any Act or Acts of Congress; or otherwise.*

*“Sec. 5. All property of the Imperial German Government, or its successor or successors, and of all German nationals which was, on April 6, 1917, in or has since that date come into the possession or under control of, or has been the subject of a demand by the United States of America or of any of its officers, agents, or employees, from any source or by any agency whatsoever, and all property of the Imperial and Royal Austro-Hungarian Government, or its successor or successors, and of all Austro-Hungarian nationals which was on December 7, 1917, in or has since that date come into the possession or under control of, or has been the subject of a demand by the United States of America or any of its officers, agents, or employees, from any source or by any agency whatsoever, shall be retained by the United States of America and no disposition thereof made, except as shall have been heretofore or specifically hereafter shall be provided by law until such time as the Imperial German Government and the Imperial and Royal Austro-Hungarian Government, or their successor or successors, shall have respectively made suitable provision for the satisfaction of all claims against said governments respectively, of all persons, wheresoever domiciled, who owe permanent allegiance*

<sup>6</sup> 42 Stat. 105.

<sup>7</sup> 40 Stat. 429.

to the United States of America and who have suffered, through the acts of the Imperial German Government, or its agents, or the Imperial and Royal Austro-Hungarian Government, or its agents, since July 31, 1914, loss, damage, or injury to their persons or property, directly or indirectly, whether through the ownership of shares of stock in German, Austro-Hungarian, American, or other corporations, or in consequence of hostilities or of any operations of war, or otherwise, and also shall have granted to persons owing permanent allegiance to the United States of America most-favored-nation treatment, whether the same be national or otherwise, in all matters affecting residence, business, profession, trade, navigation, commerce and industrial property rights, and until the Imperial German Government and the Imperial and Royal Austro-Hungarian Government, or their successor or successors, shall have respectively confirmed to the United States of America all fines, forfeitures, penalties, and seizures imposed or made by the United States of America during the war, whether in respect to the property of the Imperial German Government or German nationals or the Imperial and Royal Austro-Hungarian Government or Austro-Hungarian nationals, and shall have waived any and all pecuniary claims against the United States of America.”

Being desirous of establishing securely friendly relations between the two Nations;

Have for that purpose appointed their plenipotentiaries;

The President of the United States of America, U. Grant-Smith, Commissioner of the United States to Hungary, and Hungary, Count Nicholas Banffy, Royal Hungarian Minister for Foreign Affairs;

Who, having communicated their full powers, found to be in good and due form, have agreed as follows:

#### ARTICLE I

Hungary undertakes to accord to the United States, and the United States shall have and enjoy, all the rights, privileges, indemnities, reparations or advantages specified in the aforesaid Joint Resolution of the Congress of the United States of July 2, 1921, including all the rights and advantages stipulated for the benefit of the United States in the Treaty of Trianon which the United States shall fully enjoy notwithstanding the fact that such Treaty has not been ratified by the United States. The United States, in availing itself of the rights and advantages stipulated in the provisions of that Treaty, will do so in a manner consistent with the rights accorded to Hungary under such provisions.

## ARTICLE II

With a view to defining more particularly the obligations of Hungary under the foregoing Article with respect to certain provisions in the Treaty of Trianon, it is understood and agreed between the High Contracting Parties:

(1) That the rights and advantages stipulated in that Treaty for the benefit of the United States, which it is intended the United States shall have and enjoy, are those defined in Parts V, VI, VIII, IX, X, XI, XII, and XIV.

(2) That the United States shall not be bound by the provisions of Part I of that Treaty, nor by any provisions of that Treaty including those mentioned in paragraph (1) of this Article, which relate to the Covenant of the League of Nations, nor shall the United States be bound by any action taken by the League of Nations, or by the Council or by the Assembly thereof, unless the United States shall expressly give its assent to such action.

(3) That the United States assumes no obligations under or with respect to the provisions of Part II, Part III, Part IV and Part XIII of that Treaty.

(4) That, while the United States is privileged to participate in the Reparation Commission, according to the terms of Part VIII of that Treaty, and in any other commission established under the Treaty or under any agreement supplemental thereto, the United States is not bound to participate in any such commission unless it shall elect to do so.

(5) That the periods of time to which reference is made in Article 364 of the Treaty of Trianon shall run, with respect to any act or election on the part of the United States, from the date of the coming into force of the present Treaty.

## ARTICLE III

The present Treaty shall be ratified in accordance with the constitutional forms of the High Contracting Parties and shall take effect immediately on the exchange of ratifications which shall take place as soon as possible at Budapest.

IN WITNESS WHEREOF, the respective plenipotentiaries have signed this Treaty and have hereunto affixed their seals.

Done in duplicate in Budapest, this 29th day of August, 1921.

U. GRANT SMITH [SEAL]  
*Commissioner of the United States to Hungary*

COUNT NICHOLAS BÁNFFY [SEAL]  
*Royal Hungarian Minister for Foreign Affairs*

## RELEVANT PARTS OF TREATY OF TRIANON

## PART V

## MILITARY, NAVAL AND AIR CLAUSES

In order to render possible the initiation of a general limitation of the armaments of all nations, Hungary undertakes strictly to observe the military, naval and air clauses which follow.

## SECTION I

*Military Clauses*

## CHAPTER I

## GENERAL

## ARTICLE 102

Within three months of the coming into force of the present Treaty, the military forces of Hungary shall be demobilised to the extent prescribed hereinafter.

## ARTICLE 103

Universal compulsory military service shall be abolished in Hungary. The Hungarian Army shall in future only be constituted and recruited by means of voluntary enlistment.

## CHAPTER II

## EFFECTIVES AND CADRES OF THE HUNGARIAN ARMY

## ARTICLE 104

The total number of military forces in the Hungarian Army shall not exceed 35,000 men, including officers and depot troops.

Subject to the following limitations, the formations composing the Hungarian Army shall be fixed in accordance with the wishes of Hungary:

(1) The effectives of units must be fixed between the maximum and minimum figures shown in Table IV annexed to this Section.

(2) The proportion of officers, including the personnel of staffs and special services, shall not exceed one-twentieth of the total effectives with the colours, and that of non-commissioned officers shall not exceed one-fifteenth of the total effectives with the colours.

(3) The number of machine guns, guns and howitzers shall not exceed per thousand men of the total effectives with the colours those fixed in Table V annexed to this Section.

The Hungarian Army shall be devoted exclusively to the maintenance of order within the territory of Hungary, and to the control of her frontiers.

#### ARTICLE 105

The maximum strength of the Staffs and of all formations which Hungary may be permitted to raise are given in the Tables annexed to this Section; these figures need not be exactly followed, but must not be exceeded.

All other organisations for the command of troops or for preparation for war are forbidden.

#### ARTICLE 106

All measures of mobilisation, or appertaining to mobilisation, are forbidden.

In no case must formations, administrative services or staffs include supplementary cadres.

The carrying out of any preparatory measures with a view to requisitioning animals or other means of military transport is forbidden.

#### ARTICLE 107

The number of gendarmes, customs officers, foresters, members of the local or municipal police or other like officials may not exceed the number of men employed in a similar capacity in 1913 within the boundaries of Hungary as fixed by the present Treaty. The Principal Allied and Associated Powers may however increase this number should the Commission of Control referred to in Article 137, after examination on the spot, consider it to be insufficient.

The number of these officials shall not be increased in the future except as may be necessary to maintain the same proportion between the number of officials and the total population in the localities or municipalities which employ them.

These officials, as well as officials employed in the railway service, must not be assembled for the purpose of taking part in any military exercises.

#### ARTICLE 108

Every formation of troops not included in the Tables annexed to this Section is forbidden. Such other formations as may exist in excess of the 35,000 effectives authorised shall be suppressed within the period laid down by Article 102.

### CHAPTER III

#### RECRUITING AND MILITARY TRAINING

#### ARTICLE 109

All officers must be regulars (*officers de carrière*). Officers now serving who are retained in the Army must undertake the obligation to serve in it up to the age of 40 years at least. Officers now serving who do not join the new

army will be released from all military obligations; they must not take part in any military exercises, whether theoretical or practical.

Officers newly appointed must undertake to serve on the active list for 20 consecutive years at least.

The number of officers discharged for any reason before the expiration of their term of service must not exceed in any year one twentieth of the total of officers provided for in Article 104. If this proportion is unavoidably exceeded, the resulting shortage must not be made good by fresh appointments.

#### ARTICLE 110

The period of enlistment for non-commissioned officers and privates must be for a total period of not less than 12 consecutive years, including at least 6 years with the colours.

The proportion of men discharged before the expiration of the period of their enlistment for reasons of health or as a result of disciplinary measures or for any other reasons must not in any year exceed one twentieth of the total strength fixed by Article 104. If this proportion is unavoidably exceeded, the resulting shortage must not be made good by fresh enlistments.

#### CHAPTER IV

##### SCHOOLS, EDUCATIONAL ESTABLISHMENTS, MILITARY CLUBS AND SOCIETIES

#### ARTICLE 111

The number of students admitted to attend the courses in military schools shall be strictly in proportion to the vacancies to be filled in the cadres of officers. The students and the cadres shall be included in the effectives fixed by Article 104.

Consequently all military schools not required for this purpose shall be abolished.

#### ARTICLE 112

Educational establishments, other than those referred to in Article 111, as well as all sporting and other clubs, must not occupy themselves with any military matters.

#### CHAPTER V

##### ARMAMENT, MUNITIONS AND MATERIAL

#### ARTICLE 113

On the expiration of three months from the coming into force of the present Treaty, the armament of the Hungarian Army shall not exceed the figures fixed per thousand men in Table V annexed to this Section.

Any excess in relation to effectives shall only be used for such replacements as may eventually be necessary.

#### ARTICLE 114

The stock of munitions at the disposal of the Hungarian Army shall not exceed the amounts fixed in Table V annexed to this Section.

Within three months from the coming into force of the present Treaty the Hungarian Government shall deposit any existing surplus of armament and munitions in such places as shall be notified to it by the Principal Allied and Associated Powers.

No other stock, depot or reserve of munitions shall be formed.

#### ARTICLE 115

The manufacture of arms, munitions and war material shall only be carried on in one single factory, which shall be controlled by and belong to the State, and whose output shall be strictly limited to the manufacture of such arms, munitions and war material as is necessary for the military forces and armaments referred to in Articles 104, 107, 113 and 114. The Principal Allied and Associated Powers may however authorise such manufacture, for such a period as they may think fit, in one or more other factories to be approved by the Commission of Control referred to in Article 137.

The manufacture of sporting weapons is not forbidden, provided that sporting weapons manufactured in Hungary taking ball cartridge are not of the same calibre as that of military weapons used in any European army.

Within three months from the coming into force of the present Treaty, all other establishments for the manufacture, preparation, storage or design of arms, munitions or any other war material shall be closed down or converted to purely commercial uses.

Within the same length of time, all arsenals shall also be closed down, except those to be used as depots for the authorised stocks of munitions, and their staffs discharged.

#### ARTICLE 116

The plant of any establishments or arsenals in excess of the amount required for the manufacture authorised shall be rendered useless or converted to purely commercial purposes in accordance with the decisions of the Military Inter-Allied Commission of Control referred to in Article 137.

#### ARTICLE 117

Within three months from the coming into force of the present Treaty all arms, munitions and war material, including any kind of anti-aircraft material, of whatever origin, existing in Hungary in excess of the quantity authorised shall be handed over to the Principal Allied and Associated Powers.

Delivery shall take place at such points in Hungarian territory as may be appointed by the said Powers, who shall also decide on the disposal of such material.

#### ARTICLE 118

The importation into Hungary of arms, munitions and war material of all kinds is strictly forbidden.

The manufacture for foreign countries and the exportation of arms, munitions and war material shall also be forbidden.

#### ARTICLE 119

The use of flame throwers, asphyxiating, poisonous or other gases, and all similar liquids, materials or devices being prohibited, their manufacture and importation are strictly forbidden in Hungary.

Material specially intended for the manufacture, storage or use of the said products or devices is equally forbidden.

The manufacture and importation into Hungary of armoured cars, tanks or any similar machines suitable for use in war are equally forbidden.

TABLE I—*Composition and Maximum Effectives of an Infantry Division*

Units	Maximum Effectives of each unit	
	Officers	Men
Headquarters of an Infantry Division . . . . .	25	70
Headquarters of Divisional Infantry . . . . .	5	50
Headquarters of Divisional Artillery . . . . .	4	30
3 Regiments of Infantry (on the basis of 65 officers and 2,000 men per regiment) <sup>1</sup> . . . . .	195	6, 000
1 Squadron . . . . .	6	160
1 Battalion of Trench Artillery (3 Companies) . . . . .	14	500
1 Battalion of Pioneers <sup>2</sup> . . . . .	14	500
Regiment Field Artillery <sup>3</sup> . . . . .	80	1, 200
1 Battalion Cyclists (comprising 3 Companies) . . . . .	18	450
1 Signal Detachment <sup>4</sup> . . . . .	11	330
Divisional medical corps . . . . .	28	550
Divisional parks and trains . . . . .	14	940
Total for an Infantry Division . . . . .	414	10, 780

<sup>1</sup> Each Regiment comprises 3 Battalions of Infantry. Each Battalion comprises 3 Companies of Infantry and 1 Machine gun Company.

<sup>2</sup> Each Battalion comprises 1 Headquarters, 2 Pioneer Companies, 1 Bridging Section, 1 Searchlight Section.

<sup>3</sup> Each Regiment comprises 1 Headquarters, 3 Groups of Field or Mountain Artillery, comprising 8 Batteries; each Battery comprising 4 guns or howitzers (field or mountain).

<sup>4</sup> This Detachment comprises 1 Telegraph and Telephone detachment, 1 Listening Section, 1 Carrier Pigeon Section.

TABLE II—*Composition and Maximum Effectives for a Cavalry Division*

Units	Maximum number authorised	Maximum Effectives of each unit	
		Officers	Men
Headquarters of a Cavalry Division . . . . .	1	15	50
Regiment of Cavalry <sup>1</sup> . . . . .	6	30	720
Group of Field Artillery (3 Batteries) . . . . .	1	30	430
Group of motor machine guns and armoured cars <sup>2</sup> . . . . .	1	4	80
Miscellaneous services . . . . .		30	500
Total for a Cavalry Division . . . . .		259	5, 380

<sup>1</sup> Each Regiment comprises 4 Squadrons.

<sup>2</sup> Each group comprises 9 fighting cars, each carrying 1 gun, 1 machine gun, and 1 spare machine gun, 4 communication cars, 2 small lorries for stores, 7 lorries, including 1 repair lorry, 4 motor cycles.

NOTE.—The large Cavalry Units may include a variable number of regiments and be divided into independent brigades within the limit of the effectives laid down above.

TABLE III—*Composition and Maximum Effectives for a Mixed Brigade*

Units	Maximum Effectives of each unit	
	Officers	Men
Headquarters of a Brigade . . . . .	10	50
2 Regiments of Infantry <sup>1</sup> . . . . .	130	4, 000
1 Cyclist Battalion (3 Companies) . . . . .	18	450
1 Cavalry Squadron . . . . .	5	100
1 Group Field or Mountain Artillery (3 Batteries) . . . . .	20	400
1 Trench Mortar Company . . . . .	5	150
Miscellaneous services . . . . .	10	200
Total for Mixed Brigade . . . . .	198	5, 350

<sup>1</sup> Each Regiment comprises 3 Battalions of Infantry. Each Battalion comprises 3 Companies of Infantry and 1 Machine gun Company.

TABLE IV—*Minimum Effectives of Units whatever organisation is adopted in the Army*

[Divisions, Mixed Brigades, etc.]

Units	Maximum Effectives (for reference)		Minimum Effectives	
	Officers	Men	Officers	Men
Infantry Division . . . . .	414	10, 780	300	8, 000
Cavalry Division . . . . .	259	5, 380	180	3, 650
Mixed Brigade . . . . .	198	5, 350	140	4, 250
Regiment of Infantry . . . . .	65	2, 000	52	1, 600
Battalion of Infantry . . . . .	16	650	12	500
Company of Infantry or Machine Guns . . . . .	3	160	2	120
Cyclist Group . . . . .	18	450	12	300
Regiment of Cavalry . . . . .	30	720	20	450
Squadron of Cavalry . . . . .	6	160	3	100
Regiment of Artillery . . . . .	80	1, 200	60	1, 000
Battery of Field Artillery . . . . .	4	150	2	120
Company of Trench Mortars . . . . .	3	150	2	100
Battalion of Pioneers . . . . .	14	500	8	300
Battery of Mountain Artillery . . . . .	5	320	3	200

TABLE V—*Maximum Authorised Armaments and Munition Supplies*

Material	Quantity for 1,000 men	Amount of Munitions per arm (rifles, guns, etc.)
Rifles or Carbines <sup>1</sup> .....	1, 150	500 rounds.
Machine guns, heavy or light.....	15	10,000 rounds.
Trench Mortars, light.....	} 2	{ 1,000 rounds.
Trench Mortars, medium.....		
Guns or howitzers (field or mountain).....	3	1,000 rounds.

<sup>1</sup> Automatic rifles or carbines are counted as light machine guns.

N. B.—No heavy gun, *i. e.*, of a calibre greater than 105 mm., is authorised.

## SECTION II

*Naval Clauses*

## ARTICLE 120

From the date of the coming into force of the present Treaty all Austro-Hungarian warships, submarines included, are declared to be finally surrendered to the Principal Allied and Associated Powers.

All the monitors, torpedo boats and armed vessels of the Danube Flotilla will be surrendered to the Principal Allied and Associated Powers.

Hungary will, however, have the right to maintain on the Danube for the use of the river police three patrol boats to be selected by the Commission referred to in Article 138 of the present Treaty. The Principal Allied and Associated Powers may increase this number should the said Commission, after examination on the spot, consider it to be insufficient.

## ARTICLE 121

The Austro-Hungarian auxiliary cruisers and fleet auxiliaries enumerated below will be disarmed and treated as merchant ships:

<i>Bosnia</i>	<i>Gastein</i>
<i>Gablonz</i>	<i>Helouan</i>
<i>Carolina</i>	<i>Graf Wurmbrand</i>
<i>Lussin</i>	<i>Pelikan</i>
<i>Teodo</i>	<i>Herkules</i>
<i>Nixe</i>	<i>Pola</i>
<i>Gigante</i>	<i>Najade</i>
<i>Africa</i>	<i>Baron Bruck</i>
<i>Tirol</i>	<i>Elizabet</i>
<i>Argentina</i>	<i>Metcavich</i>
<i>Pluto</i>	<i>Baron Call</i>
<i>President Wilson (ex Kaiser Franz Joseph)</i>	<i>Gaea</i>
<i>Trieste</i>	<i>Cyclop</i>
<i>Dalmat</i>	<i>Vesta</i>
<i>Persia</i>	<i>Nymphe</i>
<i>Prince Hohenlohe</i>	<i>Buffel</i>

## ARTICLE 122

All warships, including submarines, now under construction in Hungarian ports, or in ports which previously belonged to the Austro-Hungarian Monarchy, shall be broken up.

The work of breaking up these vessels will be commenced as soon as possible after the coming into force of the present treaty.

The mine-layer tenders under construction at Porto-re may, however, be preserved if the Naval Inter-Allied Commission of Control and the Reparation Commission consider that for economic reasons their employment for commercial purposes is desirable. In that event the vessels will be handed over to the Reparation Commission, which will assess their value, and will credit such value, in whole or in part, to Hungary, or as the case may require to Austria, on the reparation account.

#### ARTICLE 123

Articles, machinery and material arising from the breaking up of Austro-Hungarian warships of all kinds, whether surface vessels or submarines, may not be used except for purely industrial or commercial purposes.

They may not be sold or disposed of to foreign countries.

#### ARTICLE 124

The construction or acquisition of any submarine, even for commercial purposes, shall be forbidden in Hungary.

#### ARTICLE 125

All arms, ammunition and other naval war material, including mines and torpedoes, which belonged to Austria-Hungary at the date of the signature of the Armistice of November 3, 1918, are declared to be finally surrendered to the Principal Allied and Associated Powers.

#### ARTICLE 126

Hungary is held responsible for the delivery (Articles 120 and 125), the disarmament (Article 121), the demolition (Article 122), as well as the disposal (Article 121) and the use (Article 123) of the objects mentioned in the preceding Articles only so far as these remain in her own territory.

#### ARTICLE 127

During the three months following the coming into force of the present Treaty, the Hungarian high-power wireless telegraphy station at Budapest shall not be used for the transmission of messages concerning naval, military or political questions of interest to Hungary, or any State which has been allied to Austria-Hungary in the war, without the assent of the Principal Allied and Associated Powers. This station may be used for commercial purposes, but only under the supervision of the said Powers, who will decide the wave-length to be used.

During the same period Hungary shall not build any more high-power

wireless telegraphy stations in her own territory or that of Austria, Germany, Bulgaria or Turkey.

## SECTION III

*Air Clauses*

## ARTICLE 128

The armed forces of Hungary must not include any military or naval air forces.

No dirigible shall be kept.

## ARTICLE 129

Within two months from the coming into force of the present Treaty, the personnel of the air forces on the rolls of the Hungarian land and sea forces shall be demobilised.

## ARTICLE 130

Until the complete evacuation of Hungarian territory by the Allied and Associated troops the aircraft of the Allied and Associated Powers shall enjoy in Hungary freedom of passage through the air, freedom of transit and of landing.

## ARTICLE 131

During the six months following the coming into force of the present Treaty, the manufacture, importation and exportation of aircraft, parts of aircraft, engines for aircraft, and parts of engines for aircraft shall be forbidden in all Hungarian territory.

## ARTICLE 132

On the coming into force of the present Treaty, all military and naval aeronautical material must be delivered by Hungary and at her expense to the Principal Allied and Associated Powers.

Delivery must be effected at such places as the Governments of the said Powers may select, and must be completed within three months.

In particular, this material will include all items under the following heads which are or have been in use or were designed for warlike purposes:

Complete aeroplanes and seaplanes, as well as those being manufactured, repaired or assembled.

Dirigibles able to take the air, being manufactured, repaired or assembled.

Plant for the manufacture of hydrogen.

Dirigible sheds and shelters of every kind for aircraft.

Pending their delivery, dirigibles will, at the expense of Hungary, be maintained inflated with hydrogen; the plant for the manufacture of hydrogen, as

well as the sheds for dirigibles, may, at the discretion of the said Powers, be left to Hungary until the time when the dirigibles are handed over.

Engines for aircraft.

Nacelles and fuselages.

Armament (guns, machine guns, light machine guns, bomb-dropping apparatus, torpedo apparatus, synchronisation apparatus, aiming apparatus).

Munitions (cartridges, shells, bombs loaded or unloaded, stocks of explosives or of material for their manufacture).

Instruments for use on aircraft.

Wireless apparatus and photographic or cinematograph apparatus for use on aircraft.

Component parts of any of the items under the preceding heads.

The material referred to above shall not be removed without special permission from the said Governments.

#### SECTION IV

### *Inter-Allied Commissions of Control*

#### ARTICLE 133

All the Military, Naval and Air Clauses contained in the present Treaty for the execution of which a time limit is prescribed shall be executed by Hungary under the control of Inter-Allied Commissions specially appointed for this purpose by the Principal Allied and Associated Powers.

The above-mentioned Commissions will represent the Principal Allied and Associated Powers in dealing with the Hungarian Government in all matters concerning the execution of the Military, Naval and Air Clauses. They will communicate to the Hungarian authorities the decisions which the Principal Allied and Associated Powers have reserved the right to take or which the execution of the said Clauses may necessitate.

#### ARTICLE 134

The Inter-Allied Commissions of Control may establish their organisations at Budapest and shall be entitled, as often as they think desirable, to proceed to any point whatever in Hungarian territory, or to send a sub-commission, or to authorise one or more of their members to go, to any such point.

#### ARTICLE 135

The Hungarian Government must furnish to the Inter-Allied Commissions of Control all such information and documents as the latter may deem necessary to ensure the execution of their mission, and all means (both in personnel and in material) which the above-mentioned Commissions may need to ensure the complete execution of the Military, Naval or Air Clauses.

The Hungarian Government must attach a qualified representative to each Inter-Allied Commission of Control with the duty of receiving from the latter any communications which it may have to address to the Hungarian Government, and furnishing it with, or procuring, all information or documents demanded.

#### ARTICLE 136

The upkeep and cost of the Commissions of Control and the expense involved by their work shall be borne by Hungary.

#### ARTICLE 137

It will be the special duty of the Military Inter-Allied Commission of Control to receive from the Hungarian Government the notifications relating to the location of the stocks and depots of munitions, and the location of the works or factories for the production of arms, munitions and war material and their operations.

It will take delivery of the arms, munitions, war material and plant intended for war construction, will select the points where such delivery is to be effected, and will supervise the works of destruction, and rendering things useless, or of transformation of material, which are to be carried out in accordance with the present Treaty.

#### ARTICLE 138

It will be the special duty of the Naval Inter-Allied Commission of Control to proceed to the building yards and to supervise the breaking-up of the ships which are under construction there, to take delivery of arms, munitions, and naval war material, and to supervise the destruction and breaking-up provided for.

The Hungarian Government must furnish to the Naval Inter-Allied Commission of Control all such information and documents as the Commission may deem necessary to ensure the complete execution of the Naval Clauses, in particular the designs of the warships, the composition of their armaments, the details and models of the guns, munitions, torpedoes, mines, explosives, wireless telegraphic apparatus, and in general everything relating to naval war material, as well as all legislative or administrative documents or regulations.

#### ARTICLE 139

It will be the special duty of the Aeronautical Inter-Allied Commission of Control to make an inventory of the aeronautical material which is actually in the possession of the Hungarian Government, to inspect aeroplane, balloon and motor manufactories, and factories producing arms, munitions and explosives capable of being used by aircraft, to visit all aerodromes, sheds, landing grounds, parks and depots which are now in Hungarian territory,

and to authorise where necessary a removal of material and to take delivery of such material.

The Hungarian Government must furnish to the Aeronautical Inter-Allied Commission of Control all such information and legislative, administrative or other documents which the Commission may consider necessary to ensure the complete execution of the Air Clauses, and, in particular, a list of the personnel belonging to all the air services of Hungary and of the existing material, as well as of that in process of manufacture or on order, and a list of all establishments working for aviation, of their positions, and of all sheds and landing grounds.

#### SECTION V

#### *General Articles*

#### ARTICLE 140

After the expiration of a period of three months from the coming into force of the present Treaty, the Hungarian laws must have been modified and shall be maintained by the Hungarian Government in conformity with this Part of the present Treaty.

Within the same period all the administrative or other measures relating to the execution of this Part must have been taken by the Hungarian Government.

#### ARTICLE 141

The following portions of the Armistice of November 3, 1918: paragraphs 2 and 3 of Chapter I (Military Clauses), paragraphs 2, 3, 6 of Chapter I of the annexed Protocol (Military Clauses), remain in force so far as they are not inconsistent with the above stipulations.

#### ARTICLE 142

Hungary undertakes, from the coming into force of the present Treaty, not to accredit nor to send to any foreign country any military, naval or air mission, nor to allow any such mission to leave her territory; Hungary further agrees to take the necessary measures to prevent Hungarian nationals from leaving her territory to enlist in the Army, Navy or Air service of any foreign Power, or to be attached to such Army, Navy or Air service for the purposes of assisting in the military, naval or air training thereof, or generally for the purpose of giving military, naval or air instruction in any foreign country.

The Allied and Associated Powers undertake, so far as they are concerned, that from the coming into force of the present Treaty they will not enrol in nor attach to their armies or naval or air forces any Hungarian national for the purpose of assisting in the military training of such armies or naval or air forces, or otherwise employ any such Hungarian national as military, naval or aeronautic instructor.

The present provision does not, however, affect the right of France to recruit for the Foreign Legion in accordance with French military laws and regulations.

ARTICLE 143

So long as the present Treaty remains in force, Hungary undertakes to submit to any investigation which the Council of the League of Nations, acting if need be by a majority vote, may consider necessary.

PART VI

PRISONERS OF WAR AND GRAVES

SECTION I

*Prisoners of War*

ARTICLE 144

The repatriation of Hungarian prisoners of war and interned civilians shall take place as soon as possible after the coming into force of the present Treaty, and shall be carried out with the greatest rapidity.

ARTICLE 145

The repatriation of Hungarian prisoners of war and interned civilians shall, in accordance with Article 144, be carried out by a Commission composed of representatives of the Allied and Associated Powers on the one part and of the Hungarian Government on the other part.

For each of the Allied and Associated Powers a Sub-Commission composed exclusively of representatives of the interested Power and of delegates of the Hungarian Government shall regulate the details of carrying into effect the repatriation of prisoners of war.

ARTICLE 146

From the time of their delivery into the hands of the Hungarian authorities, the prisoners of war and interned civilians are to be returned without delay to their homes by the said authorities.

Those among them who before the war were habitually resident in territory occupied by the troops of the Allied and Associated Powers are likewise to be sent to their homes, subject to the consent and control of the military authorities of the Allied and Associated armies of occupation.

ARTICLE 147

The whole cost of repatriation from the moment of starting shall be borne by the Hungarian Government, who shall also provide means of transport

and working personnel as considered necessary by the Commission referred to in Article 145.

#### ARTICLE 148

Prisoners of war and interned civilians awaiting disposal or undergoing sentence for offences against discipline shall be repatriated irrespective of the completion of their sentence or of the proceedings pending against them.

This stipulation shall not apply to prisoners of war and interned civilians punished for offences committed subsequent to January 1, 1920.

During the period pending their repatriation, all prisoners of war and interned civilians shall remain subject to the existing regulations, more especially as regards work and discipline.

#### ARTICLE 149

Prisoners of war and interned civilians who are awaiting trial or undergoing sentence for offences other than those against discipline may be detained.

#### ARTICLE 150

The Hungarian Government undertakes to admit to its territory without distinction all persons liable to repatriation.

Prisoners of war or other Hungarian nationals who do not desire to be repatriated may be excluded from repatriation; but the Allied and Associated Governments reserve to themselves the right either to repatriate them or to take them to a neutral country or to allow them to reside in their own territories.

The Hungarian Government undertakes not to institute any exceptional proceedings against these persons or their families nor to take any repressive or vexatious measures of any kind whatsoever against them on this account.

#### ARTICLE 151

The Allied and Associated Governments reserve the right to make the repatriation of Hungarian prisoners of war or Hungarian nationals in their hands conditional upon the immediate notification and release by the Hungarian Government of any prisoners of war and other nationals of the Allied and Associated Powers who are still held in Hungary against their will.

#### ARTICLE 152

The Hungarian Government undertakes:

(1) to give every facility to Commissions to enquire into the cases of those who cannot be traced; to furnish such Commissions with all necessary means of transport; to allow them access to camps, prisons, hospitals and all other places; and to place at their disposal all documents whether public or private which would facilitate their enquiries;

(2) to impose penalties upon any Hungarian officials or private persons who have concealed the presence of any nationals of any of the Allied or Associated Powers, or who have neglected to reveal the presence of any such after it had come to their knowledge.

ARTICLE 153

The Hungarian Government undertakes to restore without delay from the date of the coming into force of the present Treaty all articles, money, securities and documents which have belonged to nationals of the Allied and Associated Powers and which have been retained by the Hungarian authorities.

ARTICLE 154

The High Contracting Parties waive reciprocally all repayment of sums due for the maintenance of prisoners of war in their respective territories.

SECTION II

*Graves*

ARTICLE 155

The Allied and Associated Governments and the Hungarian Government will cause to be respected and maintained the graves of the soldiers and sailors buried in their respective territories.

They agree to recognise any Commission appointed by the several Governments for the purpose of identifying, registering, caring for or erecting suitable memorials over the said graves, and to facilitate the discharge of its duties.

Furthermore, they agree to afford, so far as the provisions of their laws and the requirements of public health allow, every facility for giving effect to requests that the bodies of their soldiers and sailors may be transferred to their own country.

ARTICLE 156

The graves of prisoners of war and interned civilians who are nationals of the different belligerent States and have died in captivity shall be properly maintained in accordance with Article 155 of the present Treaty.

The Allied and Associated Governments on the one part and the Hungarian Government on the other part reciprocally undertake also to furnish to each other:

(1) a complete list of those who have died, together with all information useful for identification;

(2) all information as to the number and positions of the graves of all those who have been buried without identification.

PART VIII  
REPARATION

SECTION I

*General Provisions*

ARTICLE 161

The Allied and Associated Governments affirm and Hungary accepts the responsibility of Hungary and her allies for causing the loss and damage to which the Allied and Associated Governments and their nationals have been subjected as a consequence of the war imposed upon them by the aggression of Austria-Hungary and her allies.

ARTICLE 162

The Allied and Associated Governments recognise that the resources of Hungary are not adequate, after taking into account the permanent diminutions of such resources which will result from other provisions of the present Treaty, to make complete reparation for such loss and damage.

The Allied and Associated Governments, however, require, and Hungary undertakes, that she will make compensation as hereinafter determined for damage done to the civilian population of the Allied and Associated Powers and to their property during the period of the belligerency of each as an Allied and Associated Power against Hungary by the said aggression by land, by sea and from the air, and in general all damage as defined in Annex I hereto.

ARTICLE 163

The amount of such damage for which compensation is to be made by Hungary shall be determined by an Inter-Allied Commission to be called the *Reparation Commission* and constituted in the form and with the powers set forth in the present Treaty, particularly in Annexes II–V inclusive hereto. The Commission is the same as that provided for under Article 233 of the Treaty with Germany,<sup>8</sup> subject to any modifications resulting from the present Treaty. The Commission shall constitute a Section to consider the special questions raised by the application of the present Treaty; this Section shall have consultative power only, except in cases in which the Commission shall delegate to it such powers as may be deemed convenient.

The Reparation Commission shall consider the claims and give to the Hungarian Government a just opportunity to be heard.

The Commission shall concurrently draw up a schedule of payments

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<sup>8</sup> For treaty of peace with Germany signed at Versailles June 28, 1919, see *ante*, vol. 2, p. 43.

prescribing the time and manner for securing and discharging by Hungary, within thirty years dating from May 1, 1921, that part of the debt which shall have been assigned to her after the Commission has decided whether Germany is in a position to pay the balance of the total amount of claims presented against Germany and her allies and approved by the Commission. If, however, within the period mentioned, Hungary fails to discharge her obligations, any balance remaining unpaid may, within the discretion of the Commission, be postponed for settlement in subsequent years or may be handled otherwise in such manner as the Allied and Associated Governments acting in accordance with the procedure laid down in this Part of the present Treaty shall determine.

#### ARTICLE 164

The Reparation Commission shall, after May 1, 1921, from time to time consider the resources and capacity of Hungary, and, after giving her representatives a just opportunity to be heard, shall have discretion to extend the date and to modify the form of payments such as are to be provided for in accordance with Article 163, but not to cancel any part except with the specific authority of the several Governments represented on the Commission.

#### ARTICLE 165

Hungary shall pay in the course of the year 1920 and the first four months of 1921, in such installments and in such manner (whether in gold, commodities, ships, securities or otherwise) as the Reparation Commission may lay down, a reasonable sum which shall be determined by the Commission. Out of this sum the expenses of the armies of occupation subsequent to the Armistice of November 3, 1918, provided for by Article 181, shall first be met, and such supplies of food and raw materials as may be judged by the Governments of the Principal Allied and Associated Powers essential to enable Hungary to meet her obligations for reparation may also, with the approval of the said Governments, be paid for out of the above sum. The balance shall be reckoned towards the liquidation of the amount due for reparation. Hungary shall further deposit bonds as prescribed in paragraph 12 (c) of Annex II hereto.

#### ARTICLE 166

Hungary further agrees to the direct application of her economic resources to reparation as specified in Annexes III, IV and V relating respectively to merchant shipping, to physical restoration and to raw material; provided always that the value of the property transferred and any services rendered by her under these Annexes, assessed in the manner therein prescribed, shall be credited to her towards the liquidation of her obligations under the above Articles.

## ARTICLE 167

The successive instalments, including the above sum, paid over by Hungary in satisfaction of the above claims will be divided by the Allied and Associated Governments in proportions which have been determined upon by them in advance on a basis of general equity and the rights of each.

For the purposes of this division the value of the credits referred to in Article 173 and in Annexes III, IV and V shall be reckoned in the same manner as cash payments made in the same year.

## ARTICLE 168

In addition to the payments mentioned above, Hungary shall effect, in accordance with the procedure laid down by the Reparation Commission, restitution in cash of cash taken away, seized or sequestrated, and also restitution of animals, objects of every nature and securities taken away, seized or sequestrated in the cases in which it proves possible to identify them on territory belonging to, or during the execution of the present Treaty in the possession of, Hungary or her allies.

## ARTICLE 169

The Hungarian Government undertakes to make forthwith the restitution contemplated in Article 168 and to make the payments and deliveries contemplated in Articles 163, 164, 165 and 166.

## ARTICLE 170

The Hungarian Government recognises the Commission provided for by Article 163 as the same may be constituted by the Allied and Associated Governments in accordance with Annex II, and agrees irrevocably to the possession and exercise by such Commission of the power and authority given to it under the present Treaty.

The Hungarian Government will supply to the Commission all the information which the Commission may require relative to the financial situation and operations and to the property, productive capacity and stocks, and current production of raw materials and manufactured articles of Hungary and her nationals, and further, any information relative to the military operations of the war of 1914–1919 which, in the judgment of the Commission, may be necessary.

The Hungarian Government shall accord to the members of the Commission and its authorised agents the same rights and immunities as are enjoyed in Hungary by duly accredited diplomatic agents of friendly Powers.

Hungary further agrees to provide for the salaries and the expenses of the Commission and of such staff as it may employ.

## ARTICLE 171

Hungary undertakes to pass, issue and maintain in force any legislation, orders and decrees that may be necessary to give complete effect to these provisions.

## ARTICLE 172

The provisions in this Part of the present Treaty shall not affect in any respect the provisions of Sections III and IV of Part X (Economic Clauses) of the present Treaty.

## ARTICLE 173

The following shall be reckoned as credits to Hungary in respect of her reparation obligations:

- (a) any final balance in favour of Hungary under Sections III and IV of Part X (Economic Clauses) of the present Treaty;
- (b) amounts due to Hungary in respect of transfers provided for in Part IX (Financial Clauses) and in Part XII (Ports, Waterways and Railways);
- (c) all amounts which, in the judgment of the Reparation Commission, should be credited to Hungary on account of any other transfers under the present Treaty of property, rights, concessions or other interests.

In no case, however, shall credit be given for property restored in accordance with Article 168.

## ARTICLE 174

The transfer of the Hungarian submarine cables, in the absence of any special provision in the present Treaty, is regulated by Annex VI hereto.

## ANNEX I

Compensation may be claimed from Hungary in accordance with Article 162 above in respect of the total damage under the following categories:

- (1) Damage to injured persons and to surviving dependants by personal injury to or death of civilians caused by acts of war, including bombardment or other attacks on land, on sea or from the air, and of the direct consequences thereof and of all operations of war by the two groups of belligerents wherever arising.
- (2) Damage caused by Hungary or her allies to civilian victims of acts of cruelty, violence or maltreatment (including injuries to life or health as a consequence of imprisonment, deportation, internment or evacuation, of exposure at sea, or of being forced to labour) wherever arising, and to the surviving dependants of such victims.
- (3) Damage caused by Hungary or her allies in their own territory or in occupied or invaded territory to civilian victims of all acts injurious to health

or capacity to work or to honour, as well as to the surviving dependants of such victims.

(4) Damage caused by any kind of maltreatment of prisoners of war.

(5) As damage caused to the peoples of the Allied and Associated Powers, all pensions or compensations in the way of pensions to naval and military victims of war, including members of the air force, whether mutilated, wounded, sick or invalided, and to the dependants of such victims, the amount due to the Allied and Associated Governments being calculated for each of them as being the capitalised cost of such pensions and compensations at the date of the coming into force of the present Treaty on the basis of the scales in force in France on May 1, 1919.

(6) The cost of assistance by the Governments of the Allied and Associated Powers to prisoners of war, to their families and dependants.

(7) Allowances by the Governments of the Allied and Associated Powers to the families and dependants of mobilised persons or persons serving with the forces, the amount due to them for each calendar year in which hostilities occurred being calculated for each Government on the basis of the average scale for such payments in force in France during that year.

(8) Damage caused to civilians by being forced by Hungary or her allies to labour without just remuneration.

(9) Damage in respect of all property, wherever situated, belonging to any of the Allied or Associated States or their nationals, with the exception of naval or military works or materials, which has been carried off, seized, injured or destroyed by the acts of Hungary or her allies on land, on sea or from the air, or damage directly in consequence of hostilities or of any operations of war.

(10) Damage in the form of levies, fines and other similiar exactions imposed by Hungary or her allies upon the civilian population.

## ANNEX II

### 1

The Commission referred to in Article 163 shall be called the "Reparation Commission" and is hereafter referred to as "the Commission."

### 2

The Delegates to this Commission shall be appointed by the United States of America, Great Britain, France, Italy, Japan, Belgium, Greece, Poland, Roumania, the Serb-Croat-Slovene State and Czecho-Slovakia. The United States of America, Great Britain, France, Italy, Japan and Belgium shall each appoint a Delegate. The other five Powers shall appoint a Delegate to represent them all under the conditions indicated in the second sub-paragraph of paragraph 3 hereafter. At the time when each Delegate is appointed there shall also be appointed an Assistant Delegate, who will take his place

in case of illness or necessary absence, but at other times will only have the right to be present at the proceedings without taking any part therein.

On no occasion shall Delegates of more than five of the above Powers have the right to take part in the proceedings of the Commission and to record their votes. The Delegates of the United States, Great Britain, France and Italy shall have this right on all occasions. The Delegate of Belgium shall have this right on all occasions other than those referred to below. The Delegate of Japan will have this right when questions relating to damage at sea are under consideration. The Delegate representing the five remaining Powers mentioned above shall have this right when questions relating to Austria, Hungary or Bulgaria are under consideration.

Each of the Governments represented on the Commission shall have the right to withdraw after giving twelve months' notice to the Commission and confirming it six months after the date of the original notification.

## 3

Such of the Allied and Associated Powers as may be interested shall have the right to name a Delegate to be present and act as assessor only while their respective claims and interests are under examination or discussion, but without the right to vote.

The Section to be established by the Commission under Article 163 shall include representatives of the following Powers: the United States of America, Great Britain, France, Italy, Greece, Poland, Roumania, the Serb-Croat-Slovene State and Czecho-Slovakia. This composition of the Section shall in no way prejudice the admissibility of any claims. In voting the representatives of the United States of America, Great Britain, France and Italy shall each have two votes.

The representatives of the five remaining Powers mentioned above shall appoint a Delegate to represent them all, who shall sit on the Reparation Commission in the circumstances described in paragraph 2 of the present Annex. This Delegate, who shall be appointed for one year, shall be chosen successively from the nationals of each of the said five Powers.

## 4

In case of death, resignation or recall of any Delegate, Assistant Delegate or Assessor, a successor to him shall be nominated as soon as possible.

## 5

The Commission shall have its principal permanent bureau in Paris, and shall hold its first meeting in Paris as soon as practicable after the coming into force of the present Treaty, and thereafter will meet in such place or places and at such time as may be deemed convenient and as may be necessary for the most expeditious discharge of its duties.

## 6

At its first meeting the Commission shall elect from among the Delegates referred to above a Chairman and a Vice-Chairman, who shall hold office for a year and shall be eligible for re-election. If a vacancy in the chairmanship or vice-chairmanship should occur during the annual period, the Commission shall proceed to a new election for the remainder of the said period.

## 7

The Commission is authorised to appoint all necessary officers, agents and employees who may be required for the execution of its functions, and to fix their remuneration; to constitute the Sections or Committees, whose members need not necessarily be members of the Commission, and to take all executive steps necessary for the purpose of discharging its duties; and to delegate authority and discretion to officers, agents, Sections and Committees.

## 8

All the proceedings of the Commission shall be private unless on particular occasions the Commission shall otherwise determine for special reasons.

## 9

The Commission shall be required, if the Hungarian Government so desire, to hear within a period which it will fix from time to time evidence and arguments on the part of Hungary on any questions connected with her capacity to pay.

## 10

The Commission shall consider the claims and give to the Hungarian Government a just opportunity to be heard, but not to take any part whatever in the decisions of the Commission. The Commission shall afford a similar opportunity to the allies of Hungary when it shall consider that their interests are in question.

## 11

The Commission shall not be bound by any particular code or rules of law or by any particular rule of evidence or of procedure, but shall be guided by justice, equity and good faith. Its decisions must follow the same principles and rules in all cases where they are applicable. It will establish rules relating to methods of proof of claims. It may act on any trustworthy modes of computation.

## 12

The Commission shall have all the powers conferred upon it and shall exercise all the functions assigned to it by the present Treaty.

The Commission shall, in general, have wide latitude as to its control and handling of the whole reparation problem as dealt with in this Part, and shall have authority to interpret its provisions. Subject to the provisions of the present Treaty, the Commission is constituted by the several Allied and Associated Governments referred to in paragraphs 2 and 3 above as the exclusive agency of the said Governments respectively for receiving, selling, holding and distributing the reparation payments to be made by Hungary under this Part of the present Treaty. The Commission must comply with the following conditions and provisions:

(a) Whatever part of the full amount of the proved claims is not paid in gold or in ships, securities, commodities or otherwise, Hungary shall be required, under such conditions as the Commission may determine, to cover by way of guarantee by an equivalent issue of bonds, obligations or otherwise, in order to constitute an acknowledgment of the said part of the debt.

(b) In periodically estimating Hungary's capacity to pay, the Commission shall examine the Hungarian system of taxation, first, to the end that the sums for reparation which Hungary is required to pay shall become a charge upon all her revenues prior to that for the service or discharge of any domestic loan, and, secondly, so as to satisfy itself that in general the Hungarian scheme of taxation is fully as heavy proportionately as that of any of the Powers represented on the Commission.

The Reparation Commission shall receive instructions to take account of: (1) the actual economic and financial position of Hungarian territory as delimited by the present Treaty, and (2) the diminution of its resources and of its capacity for payment resulting from the clauses of the present Treaty. As long as the position of Hungary is not modified the Commission shall take account of these considerations in fixing the final amount of the obligations to be imposed on Hungary, the payments by which these are to be discharged, and any postponement of payment of interest which may be asked for by Hungary.

(c) The Commission shall, as provided in Article 165, take from Hungary, by way of security for and acknowledgment of her debt, gold bearer bonds free of all taxes or charges of every description established or to be established by the Hungarian Government or by any authorities subject to it. These bonds will be delivered at any time that may be judged expedient by the Commission, and in three portions, of which the respective amounts will be also fixed by the Commission (the crowns gold being payable in conformity with Article 197, Part IX (Financial Clauses) of the present Treaty):

(1) A first issue in bearer bonds payable not later than May 1, 1921, without interest. There shall be specially applied to the amortisation of these bonds the payments which Hungary is pledged to make in conformity with Article 165, after deduction of the sums used for the reimbursement

of the expenses of the armies of occupation and other payments for food-stuffs and raw materials. Such bonds as may not have been redeemed by May 1, 1921, shall then be exchanged for new bonds of the same type as those provided for below (paragraph 12, (c) 2).

(2) A second issue in bearer bonds bearing interest at  $2\frac{1}{2}$  per cent. between 1921 and 1926, and thereafter at 5 per cent. with an additional 1 per cent. for amortisation beginning in 1926 on the whole amount of the issue.

(3) An undertaking in writing to issue, when, but not until, the Commission is satisfied that Hungary can meet the interest and sinking fund obligations, a further instalment of bearer bonds bearing interest at 5 per cent., the time and mode of payment of principal and interest to be determined by the Commission.

The dates for the payment of interest, the manner of employing the amortisation fund and all other questions relating to the issue, management and regulation of the bond issue shall be determined by the Commission from time to time.

Further issues by way of acknowledgment and security may be required as the Commission subsequently determines from time to time.

In case the Reparation Commission should proceed to fix definitely and no longer provisionally the sum of the common charges to be borne by Hungary as a result of the claims of the Allied and Associated Powers, the Commission shall immediately annul all bonds which may have been issued in excess of this sum.

(d) In the event of bonds, obligations or other evidence of indebtedness issued by Hungary by way of security for or acknowledgment of her reparation debt being disposed of outright, not by way of pledge, to persons other than the several Governments in whose favour Hungary's original indebtedness was created, an amount of such reparation indebtedness shall be deemed to be extinguished corresponding to the nominal value of the bonds, etc., so disposed of outright, and the obligation of Hungary in respect of such bonds shall be confined to her liabilities to the holders of the bonds, as expressed upon their face.

(e) The damage for repairing, reconstructing and re-building property situated in the invaded and devastated districts, including re-installation of furniture, machinery and other equipment, will be calculated according to the cost at the date when the work is done.

(f) Decisions of the Commission relating to the total or partial cancellation of the capital or interest of any of the verified debt of Hungary must be accompanied by a statement of its reasons.

As to voting the Commission will observe the following rules:

When a decision of the Commission is taken, the votes of all the Delegates

entitled to vote, or in the absence of any of them, of their assistant Delegates, shall be recorded. Abstention from voting is to be treated as a vote against the proposal under discussion. Assessors shall have no vote.

On the following questions unanimity is necessary.

(a) Questions involving the sovereignty of any of the Allied and Associated Powers, or the cancellation of the whole or any part of the debt or obligations of Hungary;

(b) Questions of determining the amount and conditions of bonds or other obligations to be issued by the Hungarian Government and of fixing the time and manner for selling, negotiating or distributing such bonds;

(c) Any postponement, total or partial, beyond the end of 1930, of the payment of instalments falling due between May 1, 1921, and the end of 1926 inclusive;

(d) Any postponement, total or partial, of any instalments falling due after 1926 for a period exceeding three years;

(e) Questions of applying in any particular case a method of measuring damages different from that which has been previously applied in a similar case;

(f) Questions of the interpretation of the provisions of this Part of the present Treaty.

All other questions shall be decided by the vote of the majority.

In the case of any difference of opinion among the Delegates, which cannot be solved by reference to their Governments, upon the question whether a given case is one which requires a unanimous vote for its decision or not, such difference shall be referred to the immediate arbitration of some impartial person to be agreed upon by their Governments, whose award the Allied and Associated Governments agree to accept.

#### 14

Decisions of the Commission, in accordance with the powers conferred upon it, shall forthwith become binding and may be put into immediate execution without further proceedings.

#### 15

The Commission shall issue to each of the interested Powers in such form as the Commission shall fix:

(1) a certificate stating that it holds for the account of the said Power bonds of the issues mentioned above, the said certificate on the demand of the Power concerned being divisible into a number of parts not exceeding five;

(2) from time to time certificates stating the goods delivered by Hungary

on account of her reparation debt which it holds for the account of the said Power.

Such certificates shall be registered and, upon notice to the Commission, may be transferred by endorsement.

When bonds are issued for sale or negotiation, and when goods are delivered by the Commission, certificates to an equivalent value must be withdrawn.

## 16

Interest shall be debited to Hungary as from May 1, 1921, in respect of her debt as determined by the Commission, after allowing for sums already covered by cash payments or their equivalent by bonds issued to the Commission or under Article 173.

The rate of interest shall be 5 per cent. unless the Commission shall determine at some future time that circumstances justify a variation of this rate.

The Commission, in fixing on May 1, 1921, the total amount of the debt of Hungary, may take account of interest due on sums arising out of reparation and of material damage as from November 11, 1918, or any later date that may be fixed by the Commission, up to May 1, 1921.

## 17

In case of default by Hungary in the performance of any obligation under this Part of the present Treaty, the Commission will forthwith give notice of such default to each of the interested Powers and may make such recommendations as to the action to be taken in consequence of such default as it may think necessary.

## 18

The measures which the Allied and Associated Powers shall have the right to take, in the case of voluntary default by Hungary, and which Hungary agrees not to regard as acts of war, may include economic and financial prohibitions and reprisals, and in general such other measures as the respective Governments may determine to be necessary in the circumstances.

## 19

Payments required to be made in gold or its equivalent on account of the proved claims of the Allied and Associated Powers may at any time be accepted by the Commission in the form of chattels, properties, commodities, businesses, rights, concessions within or without Hungarian territory, ships, bonds, shares or securities of any kind or currencies of Hungary or other States, the value of such substitutes for gold being fixed at a fair and just amount by the Commission itself.

## 20

The Commission in fixing or accepting payment in specified properties or rights shall have due regard for any legal or equitable interests of the Allied and Associated Powers or of neutral Powers or of their nationals therein.

## 21

No member of the Commission shall be responsible, except to the Government appointing him, for any action or omission as such member. No one of the Allied and Associated Governments assumes any responsibility in respect of any other Government.

## 22

Subject to the provisions of the present Treaty this Annex may be amended by the unanimous decision of the Governments, represented from time to time upon the Commission.

## 23

When all the amounts due from Hungary and her allies under the present Treaty or the decisions of the Commission have been discharged, and all sums received, or their equivalents, have been distributed to the Powers interested, the Commission shall be dissolved.

## ANNEX III

## 1

Hungary recognises the right of the Allied and Associated Powers to the replacement ton for ton (gross tonnage) and class for class of all merchant ships and fishing boats lost or damaged owing to the war.

Nevertheless and in spite of the fact that the tonnage of Hungarian shipping at present in existence is much less than that lost by the Allied and Associated Powers in consequence of the aggression of Austria-Hungary and her allies, the right thus recognised will be enforced on the Hungarian ships and boats under the following conditions:

The Hungarian Government on behalf of themselves, and so as to bind all other persons interested, cede to the Allied and Associated Governments the property in all merchant ships and fishing boats belonging to nationals of the former Kingdom of Hungary.

## 2

The Hungarian Government will, within two months of the coming into force of the present Treaty, deliver to the Reparation Commission all the ships and boats mentioned in paragraph 1.

## 3

The ships and boats in paragraph 1 include all ships and boats which (a) fly or may be entitled to fly the Austro-Hungarian merchant flag and are registered in a port of the former Kingdom of Hungary, or (b) are owned by any national, company or corporation of the former Kingdom of Hungary, or by any company or corporation belonging to a country other than an Allied or Associated country and under the control or direction of nationals of the former Kingdom of Hungary, or (c) are now under construction (1) in the former Kingdom of Hungary, (2) in other than Allied or Associated countries for the account of any national, company or corporation of the former Kingdom of Hungary.

## 4

For the purpose of providing documents of title for the ships and boats to be handed over as above mentioned, the Hungarian Government will:

(a) deliver to the Reparation Commission in respect of each vessel a bill of sale or other document of title evidencing the transfer to the Commission of the entire property in the vessel, free from all encumbrances, charges and liens of all kinds, as the Commission may require;

(b) take all measures that may be indicated by the Reparation Commission for ensuring that the ships themselves shall be placed at its disposal.

## 5

Hungary undertakes to restore in kind and in normal condition of upkeep to the Allied and Associated Powers within two months of the coming into force of the present Treaty in accordance with procedure to be laid down by the Reparation Commission any boats and other movable appliances belonging to inland navigation which, since July 28, 1914, have by any means whatever come into her possession or into the possession of her nationals and which can be identified.

With a view to make good the loss in inland navigation tonnage from whatever cause arising which has been incurred during the war by the Allied and Associated Powers, and which cannot be made good by means of the restitution prescribed above, Hungary agrees to cede to the Reparation Commission a portion of the Hungarian river fleet up to the amount of the loss mentioned above, provided that such cession shall not exceed 20 per cent. of the river fleet as it existed on November 3, 1918.

The conditions of this cession shall be settled by the arbitrators referred to in Article 284, Part XII (Ports, Waterways and Railways) of the present Treaty, who are charged with the settlement of difficulties relating to the apportionment of river tonnage resulting from the new international régime

applicable to certain river systems or from the territorial changes affecting those systems.

## 6

Hungary agrees to take any measures that may be indicated to her by the Reparation Commission for obtaining a full title to the property in all ships which have, during the war, been transferred or are in process of transfer to neutral flags without the consent of the Allied and Associated Governments.

## 7

Hungary waives all claims of any description against the Allied and Associated Governments and their nationals in respect of the detention, employment, loss or damage of any Hungarian ships or boats.

## 8

Hungary renounces all claims to vessels or cargoes sunk by or in consequence of naval action and subsequently salvaged in which any of the Allied or Associated Governments or their nationals may have any interest either as owners, charterers, insurers or otherwise, notwithstanding any decree of condemnation which may have been made by a Prize Court of the former Austro-Hungarian Monarchy or of its allies.

## ANNEX IV

## 1

The Allied and Associated Powers require and Hungary undertakes that in part satisfaction of her obligations expressed in this Part she will, as hereinafter provided, devote her economic resources directly to the physical restoration of the invaded areas of the Allied and Associated Powers to the extent that these Powers may determine.

## 2

The Allied and Associated Governments may file with the Reparation Commission lists showing:

(a) animals, machinery, rolling-stock, equipment, tools and like articles of a commercial character which have been seized, consumed or destroyed by Hungary, or destroyed in direct consequence of military operations, and which such Governments, for the purpose of meeting immediate and urgent needs, desire to have replaced by animals and articles of the same nature which are in being in Hungarian territory at the date of the coming into force of the present Treaty;

(b) reconstruction materials (such as stones, bricks, refractory bricks,

tiles, wood, window glass, steel, lime, cement), machinery, heating apparatus, furniture and like articles of a commercial character, which the said Governments desire to have produced and manufactured in Hungary and delivered to them to permit of the restoration of the invaded areas.

## 3

The lists relating to the articles mentioned in paragraph 2 (*a*) above shall be filed within three months after the coming into force of the present Treaty.

The lists shall contain all such details as are customary in commercial contracts dealing with the subject-matter, including specifications, dates of delivery (but not extending over more than four years) and places of delivery, but not prices or value, which shall be fixed as hereinafter provided by the Commission.

## 4

Immediately upon the filing of such lists with the Commission, the Commission shall consider the amount and number of the materials and animals mentioned in the lists provided for above which are to be required of Hungary.

In reaching a decision on this matter the Commission shall take into account such domestic requirements of Hungary as it deems essential for the maintenance of Hungarian social and economic life, the prices and dates at which similar articles can be obtained in the Allied and Associated countries as compared with those to be fixed for Hungarian articles, and the general interest of the Allied and Associated Governments that the industrial life of Hungary be not so disorganised as to affect adversely the ability of Hungary to perform the other acts of reparation stipulated for.

Machinery, rolling-stock, equipment, tools and like articles of a commercial character in actual industrial use are not, however, to be demanded of Hungary unless there is no free stock of such articles respectively which is not in use and is available, and then not in excess of 30 per cent. of the quantity of such articles in use in any one establishment or undertaking.

The Commission shall give representatives of the Hungarian Government an opportunity and a time to be heard as to their capacity to furnish the said materials, articles and animals.

The decision of the Commission shall thereupon and at the earliest possible moment be communicated to the Hungarian Government and to the several interested Allied and Associated Governments.

The Hungarian Government undertakes to deliver the materials, articles and animals as specified in the said communication, and the interested Allied and Associated Governments severally agree to accept the same, providing they conform to the specification given or are not, in the judgment of the Commission, unfit to be utilised in the work of reparation.

## 5

The Commission shall determine the value to be attached to the materials, articles and animals to be delivered in accordance with the foregoing, and the Allied or Associated Power receiving the same agrees to be charged with such value, and the amount thereof shall be treated as a payment by Hungary to be divided in accordance with Article 167 of the present Treaty.

In cases where the right to require physical restoration as above provided is exercised, the Commission shall ensure that the amount to be credited against the reparation obligation of Hungary shall be fair value for work done or material supplied by Hungary, and that the claim made by the interested Power in respect of the damage so repaired by physical restoration shall be discharged to the extent of the proportion which the damage thus repaired bears to the whole of the damage thus claimed for.

## 6

In order to meet the immediate needs of the countries whose livestock has been seized, consumed or destroyed, the Allied and Associated Powers may present to the Reparation Commission immediately after the coming into force of the present Treaty lists of the livestock which they desire to have delivered to them within three months from the coming into force of the present Treaty, as an immediate advance on account of the animals referred to in paragraph 2 above.

The Reparation Commission shall decide in what numbers such livestock shall be delivered within the above period of three months, and Hungary agrees to make such deliveries in accordance with the decisions of the Commission.

The Commission will distribute the livestock so delivered between the Powers concerned, taking into account the immediate needs of each of these Powers and the extent to which these needs have been met by the Treaties concluded between the Allied and Associated Powers on the one hand and Austria and Bulgaria on the other hand.

The animals delivered shall be of average health and condition.

If the animals so delivered cannot be identified as animals taken away or seized, the value of such animals shall be credited against the reparation obligations of Hungary in accordance with paragraph 5 of this Annex.

## ANNEX V

## 1

Hungary shall give, as partial reparation, to the Allied and Associated Governments severally an option during the five years following the coming into force of the present Treaty for the annual delivery of the raw materials hereinafter enumerated, the amounts delivered to bear the same relation to

their annual importations of these materials before the war from Austria-Hungary as the resources of Hungary as now delimited by the present Treaty bear to the resources before the war of the former Austro-Hungarian Monarchy:

Timber and timber manufactures;  
Iron and iron alloys.

Hungary shall also give, as partial reparation, to the Allied and Associated Powers an option for the annual delivery during the five years following the coming into force of the present Treaty of a quantity of steam coal from the Pecs mine. This quantity will be periodically determined by the Reparation Commission, which will dispose of it for the benefit of the Serb-Croat-Slovene State in conditions fixed by the Commission.

2

The price paid for the products referred to in the preceding paragraph shall be the same as the price paid by Hungarian nationals under the same conditions of shipment to the Hungarian frontier and shall be subject to any advantages which may be accorded similar products furnished to Hungarian nationals.

3

The foregoing options shall be exercised through the intervention of the Reparation Commission, which, subject to the specific provisions hereof, shall have power to determine all questions relative to procedure and qualities and quantities of products and the times and modes of delivery and payment. In giving notice to the Hungarian Government of the foregoing options, the Commission shall give at least 120 days notice of deliveries to be made after July 1, 1920, and at least 30 days notice of deliveries to be made between the coming into force of the present Treaty and July 1, 1920. If the Commission shall determine that the full exercise of the foregoing options would interfere unduly with the industrial requirements of Hungary, the Commission is authorised to postpone or to cancel deliveries and in so doing to settle all questions of priority.

ANNEX VI

Hungary renounces on her own behalf and on behalf of her nationals in favour of Italy all rights, titles or privileges of whatever nature in any submarine cables or portions of cables connecting Italian territory, including any territories which may be assigned to Italy in accordance with the present Treaty.

Hungary also renounces on her own behalf and on behalf of her nationals in favour of the Principal Allied and Associated Powers all rights, titles and

privileges of whatever nature in the submarine cables, or portions thereof, connecting the territories ceded by Hungary under the terms of the present Treaty to the various Allied and Associated Powers.

The States concerned shall provide for the upkeep of the installations and the proper working of the said cables.

As regards the cable from Trieste to Corfu, the Italian Government shall enjoy in its relations with the company owning this cable the same position as that held by the Austro-Hungarian Government.

The value of the cables or portions of cables referred to in the first two paragraphs of the present Annex, calculated on the basis of the original cost, less a suitable allowance for depreciation, shall be credited to Hungary in the reparation account.

## SECTION II

### *Special Provisions*

#### ARTICLE 175

In carrying out the provisions of Article 168, Hungary undertakes to surrender to each of the Allied and Associated Powers respectively all records, documents, objects of antiquity and of art, and all scientific and bibliographical material taken away from the invaded territories, whether they belong to the State or to provincial, communal, charitable or ecclesiastical administrations or other public or private institutions.

#### ARTICLE 176

Hungary shall in the same manner restore objects of the same nature as those referred to in Article 175 which may have been taken away since June 1, 1914, from the ceded territories, with the exception of objects bought from private owners.

The Reparation Commission will apply to these objects the provisions of Article 191, Part IX (Financial Clauses), of the present Treaty, if these are appropriate.

#### ARTICLE 177

Hungary will give up to each of the Allied and Associated Governments respectively all the records, documents and historical material possessed by public institutions which may have a direct bearing on the history of the ceded territories and which have been removed since January 1, 1868. This last-mentioned period, as far as concerns Italy, shall be extended to the date of the proclamation of the Kingdom (1861).

With regard to all objects or documents of an artistic, archaeological, scientific or historic character forming part of collections which formerly belonged to the Government or the Crown of the Austro-Hungarian Monarchy

and are not otherwise provided for in the present Treaty, Hungary undertakes:

(a) to negotiate, when required, with the States concerned for an amicable arrangement whereby any portion thereof or any objects or documents belonging thereto which ought to form part of the intellectual patrimony of the said States may be returned to their country of origin on terms of reciprocity, and

(b) for twenty years, unless a special arrangement is previously arrived at, not to alienate or disperse any of the said collections or to dispose of any of the above objects, but at all times to ensure their safety and good condition and to make them available, together with inventories, catalogues and administrative documents relating to the said collections, at all reasonable times to students who are nationals of any of the Allied and Associated Powers.

Reciprocally, Hungary will be entitled to apply to the said States, particularly to Austria, in order to negotiate, in the conditions mentioned above, the necessary arrangements for the return to Hungary of the collections, documents and objects referred to above, to which the guarantees referred to in paragraph (b) will apply.

#### ARTICLE 178

The new States arising out of the former Austro-Hungarian Monarchy and the States which receive part of the territory of that Monarchy undertake to give up to the Hungarian Government the records, documents and material dating from a period not exceeding twenty years which have a direct bearing on the history or administration of the territory of Hungary and which may be found in the territories transferred.

#### ARTICLE 179

Hungary acknowledges that she remains bound, as regards Italy, to execute in full the obligations referred to in Article 15 of the Treaty of Zurich of November 10, 1859, in Article 18 of the Treaty of Vienna of October 3, 1866, and in the Convention of Florence of July 14, 1868, concluded between Italy and Austria-Hungary, in so far as the Articles referred to have not in fact been executed in their entirety, and in so far as the documents and objects in question are situated in the territory of Hungary or her allies.

### PART IX

#### FINANCIAL CLAUSES

#### ARTICLE 180

Subject to such exceptions as the Reparation Commission may make, the first charge upon all the assets and revenues of Hungary shall be the cost of

reparation and all other costs arising under the present Treaty or any treaties or agreements supplementary thereto, or under arrangements concluded between Hungary and the Allied and Associated Powers during the Armistice signed on November 3, 1918.

Up to May 1, 1921, the Hungarian Government shall not export or dispose of, and shall forbid the export or disposal of, gold without the previous approval of the Allied and Associated Powers acting through the Reparation Commission.

#### ARTICLE 181

There shall be paid by Hungary, subject to the fifth paragraph of this Article, the total cost of all armies of the Allied and Associated Governments occupying territory within the boundaries of Hungary as defined by the present Treaty from the date of the signature of the Armistice of November 3, 1918, including the keep of men and beasts, lodging and billeting, pay and allowances, salaries and wages, bedding, heating, lighting, clothing, equipment, harness and saddlery, armament and rolling-stock, air services, treatment of sick and wounded, veterinary and remount services, transport services of all sorts (such as by rail, sea, or river, motor-lorries), communications and correspondence, and, in general, the cost of all administrative or technical services the working of which is necessary for the training of troops and for keeping their numbers up to strength and preserving their military efficiency.

The cost of such liabilities under the above heads, so far as they relate to purchases or requisitions by the Allied and Associated Governments in the occupied territory, shall be paid by the Hungarian Government to the Allied and Associated Governments in crowns or any legal currency of Hungary which may be substituted for crowns.

In cases where an Allied Government, in order to make such purchases or requisitions in the occupied territory, has incurred expenditure in a currency other than crowns, such expenditure shall be reimbursed in any legal Hungarian currency at the rate of exchange current at the date of reimbursement, or at an agreed rate.

All other of the above costs shall be paid in the currency of the country to which the payment is due.

The above stipulations will apply to military operations carried out after November 3, 1918, to such extent as the Reparation Commission shall consider necessary, and the Reparation Commission shall have, so far as these operations are concerned, full power to decide all questions, especially those relating to:

(a) the costs of the armies engaged in such operations, particularly the determination of their nature and amount, the portion of such costs to be charged to Hungary, the manner and currency in which such portion is to

be paid, and any possible arrangements as regards preference or priority in connection with such payment;

(*b*) the requisitioning in the course of the operations of property and securities of every description, particularly the possible classification of any portion of such property or securities as war booty, the valuation of such property or securities, the extent to which restitution should be made, debiting on the reparation account of the sum representing the property or securities not restored against the Power in possession thereof, the method of payment (in cash or as a set-off on the reparation account) of the sums so debited, and the dates on which such payment or set-off is to be made.

#### ARTICLE 182

Hungary confirms the surrender of all material handed over or to be handed over to the Allied and Associated Powers in accordance with the Armistice of November 3, 1918, or any supplementary agreements, and recognizes the title of the Allied and Associated Powers to such material.

There shall be credited to Hungary, against the sums due from her to the Allied and Associated Powers for reparation, the value, as assessed by the Reparation Commission, of such of the above material for which, as having non-military value, credit should, in the judgment of the Reparation Commission, be allowed to Hungary.

Property belonging to the Allied and Associated Governments or their nationals restored or surrendered under the Armistice Agreements in specie shall not be credited to Hungary.

#### ARTICLE 183

The priority of the charges established by Article 180 shall, subject to the qualifications made below, be as follows:

(*a*) the cost of the armies of occupation, as defined under Article 181, during the Armistice;

(*b*) the cost of any armies of occupation, as defined under Article 181, after the coming into force of the present Treaty;

(*c*) the cost of reparation arising out of the present Treaty or any treaties or conventions supplementary thereto;

(*d*) the cost of all other obligations incumbent on Hungary under the Armistice Agreements or under the present Treaty or any treaties or conventions supplementary thereto.

The payment for such supplies of food and raw material for Hungary and such other payments as may be judged by the Principal Allied and Associated Powers to be essential to enable Hungary to meet her obligations in respect of reparation shall have priority to the extent and upon the condi-

tions which have been or may be determined by the Governments of the said Powers.

The payment of the costs of the armies employed in the operations effected after November 3, 1918, shall have priority to the extent and upon the conditions fixed by the Reparation Commission in accordance with the provisions of Article 181.

#### ARTICLE 184

The right of each of the Allied and Associated Powers to dispose of enemy assets and property within its jurisdiction at the date of the coming into force of the present Treaty is not affected by the foregoing provisions.

#### ARTICLE 185

Nothing in the foregoing provisions shall prejudice in any manner charges or mortgages lawfully effected in favour of the Allied and Associated Powers or their nationals respectively before the date at which a state of war existed between Austria-Hungary and the Allied or Associated Power concerned by the former Hungarian Government or by nationals of the former Kingdom of Hungary on assets in their ownership at that date, except in so far as variations of such charges or mortgages are specifically provided for under the terms of the present Treaty or any treaties or conventions supplementary thereto.

#### ARTICLE 186

1. Each of the States to which territory of the former Austro-Hungarian Monarchy is transferred, and each of the States arising from the dismemberment of that Monarchy, including Hungary, shall, in so far as territory is assigned to it in accordance with the present Treaty, assume responsibility for a portion of the debt of the former Hungarian Government which is specifically secured on railways or other property, and which was in existence on July 28, 1914. The portion to be so assumed by each State shall be such portion as in the opinion of the Reparation Commission represents the secured debt in respect of the railways and other properties transferred to that State under the terms of the present Treaty or any treaties or agreements supplementary thereto.

The amount of the liability in respect of secured debt so assumed by each State other than Hungary shall be valued by the Reparation Commission, on such basis as the Commission may consider equitable, and the value so ascertained shall be deducted from the amount payable by the State in question to Hungary in respect to property of the former or existing Hungarian Government which the State acquires with the territory. Each State shall be solely responsible in respect of that portion of the secured debt for which it assumes responsibility under the terms of this Article, and holders of the debt

for which responsibility is assumed by States other than Hungary shall have no recourse against the Government of any other State.

Any property which was specifically pledged to secure any debt referred to in this Article shall remain specifically pledged to secure the new debt. But in case the property so pledged is situated as the result of the present Treaty in more than one State, that portion of the property which is situated in a particular State shall constitute the security only for that part of the debt which is apportioned to that State, and not for any other part of the debt.

For the purposes of the present Article there shall be regarded as secured debt payments due by the former Hungarian Government in connection with the purchase of railways or similar property; the distribution of the liability for such payments will be determined by the Reparation Commission in the same manner as in the case of secured debt.

Debts for which the responsibility is transferred under the terms of this Article shall be expressed in terms of the currency of the State assuming the responsibility, if the original debt was expressed in terms of Austro-Hungarian paper currency. For the purposes of this conversion the currency of the assuming State shall be valued in terms of Austro-Hungarian paper kronen at the rate at which those kronen were exchanged into the currency of the assuming State by that State when it first substituted its own currency for Austro-Hungarian kronen. The basis of this conversion of the currency unit in which the bonds are expressed shall be subject to the approval of the Reparation Commission, which shall, if it thinks fit, require the State effecting the conversion to modify the terms thereof. Such modification shall only be required if, in the opinion of the Commission, the foreign exchange value of the currency unit or units substituted for the currency unit in which the old bonds are expressed is substantially less at the date of the conversion than the foreign exchange value of the original currency unit.

If the original Hungarian debt was expressed in terms of a foreign currency or foreign currencies, the new debt shall be expressed in terms of the same currency or currencies.

If the original Hungarian debt was expressed in terms of Austro-Hungarian gold coin, the new debt shall be expressed in terms of equivalent amounts of pounds sterling and gold dollars of the United States of America, the equivalents being calculated on the basis of the weight and the fineness of gold of the three coins as enacted by law on January 1, 1914.

Any foreign exchange options, whether at fixed rates or otherwise, embodied explicitly or implicitly in the old bonds shall be embodied in the new bonds also.

2. Each of the States to which territory of the former Austro-Hungarian Monarchy is transferred, and each of the States arising from the dismemberment of that Monarchy, including Hungary, shall assume responsibility for a portion of the unsecured bonded debt of the former Hungarian Government

as it stood on July 28, 1914, calculated on the basis of the ratio between the average for the three financial years 1911, 1912, 1913, of such revenues of the territory distributed in accordance with the present Treaty and the average for the same years of such revenues of the whole of the former Hungarian territories as in the judgment of the Reparation Commission are best calculated to represent the financial capacity of the respective territories. In making the above calculation, the revenues of Bosnia and Herzegovina shall not be included. Nevertheless, when there existed before July 28, 1914, financial agreements relating to the unsecured bonded debt of the former Hungarian Government, the Reparation Commission may take such agreements into consideration when effecting the division of this debt between the States mentioned above.

The responsibilities in respect of bonded debt to be assumed under the terms of this Article shall be discharged in the manner laid down in the Annex hereto.

The Hungarian Government shall be solely responsible for all the liabilities of the former Hungarian Government incurred by it prior to July 28, 1914, other than those evidenced by the bonds, bills, securities, and currency notes which are specifically provided for under the terms of the present Treaty.

Neither the provisions of this Article nor the provisions of the Annex hereto shall apply to securities of the former Hungarian Government deposited with the Austro-Hungarian Bank as security for the currency notes issued by that bank.

#### ANNEX

The amount of the former unsecured Hungarian Government bonded debt, the responsibility for which is to be distributed under the provisions of Article 186, shall be the amount of that debt as it stood on July 28, 1914.

Each State assuming responsibility for the former unsecured Hungarian Government bonded debt shall, within three months of the coming into force of the present Treaty, if it has not already done so, stamp with the stamp of its own Government all the bonds of that debt existing in its own territory. The distinguishing numbers of the bonds so stamped shall be recorded and shall be furnished, together with the other records of the stamping, to the Reparation Commission.

Holders of bonds within the territory of a State which is required to stamp old Hungarian bonds under the terms of this Annex shall, from the date of the coming into force of the present Treaty, be creditors in respect to these bonds of that State only, and they shall have no recourse against the Government of any other State.

Each State which, under the terms of Article 186, is required to assume responsibility for a portion of the old unsecured Hungarian Government debt, and which has ascertained by means of stamping the old Hungarian bonds

that the bonds of any particular issue of such old Hungarian bonds held within its territory were smaller in amount than the amount of that issue for which, in accordance with the assessment of the Reparation Commission, it is held responsible, shall deliver to the Reparation Commission new bonds equal in amount to the difference between the amount of the issue for which it is responsible and the amount of the same issue recorded as held within its own territory. Such new bonds shall be of such denominations as the Reparation Commission may require. They shall carry the same rights as regards interest and amortisation as the old bonds for which they are substituted, and in all other respects the conditions of the new bonds shall be fixed subject to the approval of the Reparation Commission.

If the original bond was expressed in terms of Austro-Hungarian paper currency, the new bond by which it is replaced shall be expressed in terms of the currency of the State issuing the new bond and for the purpose of this currency conversion, the currency of the new State shall be valued in terms of Austro-Hungarian paper kronen at the rate at which those kronen were exchanged for the currency of the new State by that State when it first substituted its own currency for Austro-Hungarian paper kronen. The basis of this conversion of the currency unit in which the bonds are expressed shall be subject to the approval of the Reparation Commission, which shall, if it thinks fit, require the State effecting the conversion to modify the terms thereof. Such modification shall only be required if, in the opinion of the Commission, the foreign exchange value of the currency unit or units substituted for the currency unit in which the old bonds are expressed is substantially less at the date of the conversion than the foreign exchange value of the original currency unit.

If the original bond was expressed in terms of a foreign currency or foreign currencies, the new bond shall be expressed in terms of the same currency or currencies. If the original bond was expressed in terms of Austro-Hungarian gold coin, the new bond shall be expressed in terms of equivalent amounts of pounds sterling and gold dollars of the United States of America, the equivalents being calculated on the basis of the weight and fineness of gold of the three coins as enacted by law on January 1, 1914.

Any foreign exchange options, whether at fixed rates or otherwise, embodied explicitly or implicitly in the old bonds shall be embodied in the new bonds also.

Each State which under the terms of Article 186 is required to assume responsibility for a portion of the old unsecured Hungarian Government debt, which has ascertained by means of stamping the old Hungarian bonds that the bonds of any particular issue of such old Hungarian bonds held within its territory were larger in amount than the amount of that issue for which it is held responsible in accordance with the assessment of the Reparation Commission, shall receive from the Reparation Commission its due proportionate

share of each of the new issues of bonds issued in accordance with the provisions of this Annex.

Holders of unsecured bonds of the old Hungarian Government debt held outside the boundaries of the States to which territory of the former Austro-Hungarian Monarchy is transferred, or States arising out of the dismemberment of that Monarchy, including Hungary, shall deliver through the agency of their respective Governments to the Reparation Commission the bonds which they hold, and in exchange therefor the Reparation Commission shall deliver to them certificates entitling them to their due proportionate share of each of the new issues of bonds corresponding to and issued in exchange for their surrendered bonds under the provisions of this Annex.

The share of each State or private holder entitled to a share in any new issue of bonds issued in accordance with the provisions of this Annex shall bear such proportion to the total amount of bonds of that new issue as the holding of the State or private owner in question of the old issue of bonds bears to the total amount of the old issue presented to the Reparation Commission for exchange into new bonds in accordance with the provisions of this Annex.

The Reparation Commission shall, if it think fit, arrange with the holders of the new bonds provided for by this Annex a consolidation loan of each debtor State, the bonds of which loan shall be substituted for the various different issues of new bonds on such terms as may be agreed upon by the Commission and the bondholders.

The State assuming liability for any bond of the former Hungarian Government shall assume any liability attaching to the bond in respect of unpaid coupons or sinking fund instalments accrued since the date of the coming into force of the present Treaty.

In addition to the former unsecured Hungarian Government bonded debt to be divided as above, there shall also be divided among the several States, in the same proportion, the amount of the former unsecured Austrian Government bonded debt which represents the liability of the former Hungarian Government for that debt, as provided by the additional Convention relating to the contribution of the countries of the Sacred Hungarian Crown to the charges of the general debt of the Austro-Hungarian State approved by the Austro-Hungarian Law of December 30, 1907, B. L. I., No. 278.

Each State which, in virtue of the present Treaty, assumes responsibility for a part of this Austrian debt shall deliver to the Reparation Commission new securities for an amount equal to the part of the above-mentioned Austrian debt which is attributed to it.

The terms of these securities shall be fixed by the Reparation Commission. They shall be such as to represent as exactly as possible the terms of the former Austrian securities for which these securities are to be substituted. The new securities will be delivered to the States or holders of Austrian securities, who will have the right to a portion of each of the new issues made

in accordance with the provisions of the Annex to Article 203 of the Treaty with Austria.

#### ARTICLE 187

1. In case the new boundaries of any States, as laid down by the present Treaty, shall divide any local area which was a single unit for borrowing purposes and which had a legally constituted public debt, such debt shall be divided between the new divisions of the area in a proportion to be determined by the Reparation Commission in accordance with the principles laid down for the reapportionment of Government debts under Article 186 of the present Treaty, and the responsibility so assumed shall be discharged in such a manner as the Reparation Commission shall determine.

2. The public debt of Bosnia and Herzegovina shall be regarded as the debt of a local area and not as part of the public debt of the former Austro-Hungarian Monarchy.

#### ARTICLE 188

Within two months of the coming into force of the present Treaty, each one of the States to which territory of the former Austro-Hungarian Monarchy is transferred in accordance with the present Treaty, and each one of the States arising from the dismemberment of that Monarchy, including Hungary, shall, if it has not already done so, stamp with the stamp of its own Government the securities of various kinds which are separately provided for, representing the bonded war debt of the former Hungarian Government as legally constituted prior to October 31, 1918, and existing in their respective territories.

The securities thus stamped shall be withdrawn and replaced by certificates, their distinguishing numbers shall be recorded, and any securities withdrawn, together with the documents recording the transaction, shall be sent to the Reparation Commission.

The stamping and replacement of a security by a certificate under the provisions of this Article shall not imply that the State so stamping and replacing a security thereby assumes or recognises any obligation in respect of it, unless the State in question desires that the stamping and replacement should have this implication.

The aforementioned States, with the exception of Hungary, shall be free from any obligation in respect of the war debt of the former Hungarian Government, wherever that debt may be held, but neither the Governments of those States nor their nationals shall have recourse under any circumstances whatever against any other States, including Hungary, in respect of the war debt bonds of which they or their nationals are the beneficial owners.

The war debt of the former Hungarian Government which was prior to the signature of the present Treaty in the beneficial ownership of nationals or Governments of States other than those to which territory of the former

Austro-Hungarian Monarchy is assigned in accordance with the present Treaty shall be a charge upon the Hungarian Government only, and no one of the other States aforementioned shall be held responsible for any part thereof.

The provisions of this Article shall not apply to the securities of the former Hungarian Government deposited by that Government with the Austro-Hungarian Bank as security for the currency notes of the said bank.

The Hungarian Government shall be solely responsible for all liabilities of the former Hungarian Government incurred during the war, other than those evidenced by the bonds, bills, securities and currency notes which are specifically provided for under the terms of the present Treaty.

#### ARTICLE 189

1. Within two months of the coming into force of the Treaty with Austria, each one of the States to which territory of the former Austro-Hungarian Monarchy is transferred, and each one of the States arising from the dismemberment of that Monarchy, including Austria and Hungary, shall, if it has not already done so, stamp with the stamp of its own Government the currency notes of the Austro-Hungarian Bank existing in its territory.

2. Within twelve months of the coming into force of the Treaty with Austria, each one of the States to which territory of the former Austro-Hungarian Monarchy is transferred, and each one of the States arising from the dismemberment of that Monarchy, including Austria and Hungary, shall replace, as it may think fit, the stamped notes referred to above by its own or a new currency.

3. The Governments of such States as have already converted the currency notes of the Austro-Hungarian Bank by stamping or by the issue of their own or a new currency, and in carrying out this operation have withdrawn, without stamping them, a portion or all of the currency notes circulating in their territory, shall either stamp the notes so withdrawn or hold them at the disposal of the Reparation Commission.

4. Within fourteen months of the coming into force of the Treaty with Austria, those Governments which have replaced notes of the bank by their own or new currency, in accordance with the provisions of this Article, shall transfer to the Reparation Commission all the notes, stamped or unstamped, of the bank which have been withdrawn in the course of this replacement.

5. All notes transferred to the Reparation Commission under the provisions of this Article shall be dealt with by that Commission in accordance with the provisions of the Annex hereto.

6. The Austro-Hungarian Bank shall be liquidated as from the day succeeding the day of the signature of the Treaty with Austria.

7. The liquidation shall be conducted by receivers specially appointed for that purpose by the Reparation Commission. In conducting the liquida-

tion of the bank, the receivers shall follow the rules laid down in the Statutes or other valid instruments regulating the constitution of the bank, subject, however, to the special provisions of this Article. In the case of any doubt arising as to the interpretation of the rules concerning the liquidation of the bank, whether laid down in these Articles and Annexes or in the Statutes of the bank, the decision of the Reparation Commission or any arbitrator appointed by it for that purpose shall be final.

8. The currency notes issued by the bank subsequent to October 27, 1918, shall have a claim on the securities issued by the former or existing Austrian and Hungarian Governments and deposited with the bank by those Governments as security for these notes, but they shall not have a claim on any other assets of the bank.

9. The currency notes issued by the bank on or prior to October 27, 1918 (in so far as they are entitled to rank at all in conformity with this Article), shall all rank equally as claims against all the assets of the bank, other than the Austrian and Hungarian Government securities deposited as security for the various note issues.

10. The securities deposited by the former or existing Austrian and Hungarian Governments with the bank as security for the currency notes issued on or prior to October 27, 1918, shall be cancelled in so far as they represent the notes converted in the territory of the former Austro-Hungarian Monarchy as it existed on July 28, 1914, by States to which territory of that Monarchy is transferred or by States arising from the dismemberment of that Monarchy, including Austria and Hungary.

11. The remainder of the securities deposited by the former or existing Austrian and Hungarian Governments with the bank as security for the currency notes issued on or prior to October 27, 1918, shall be retained in force as security for, and in so far as they represent, the notes issued on or prior to October 27, 1918, which on June 15, 1919, were outside the limits of the former Austro-Hungarian Monarchy, that is to say, firstly, all notes of this description which are presented to the Reparation Commission in accordance with paragraph 4 of this Article, and secondly all notes of this description which may be held elsewhere and are presented to the receivers of the bank in accordance with the Annex hereto.

12. No claims on account of any other currency notes issued on or prior to October 27, 1918, shall rank either against the general assets of the bank or against the securities deposited by the former or existing Austrian or Hungarian Governments as security for the notes, and any balance of such securities remaining after the amount of securities mentioned in paragraphs 10 and 11 has been calculated and deducted shall be cancelled.

13. All securities deposited by the former or existing Austrian and Hungarian Governments with the bank as security for currency note issues and which are maintained in force shall be the obligations respectively of the Governments of Austria and Hungary only and not of any other States.

14. The holders of currency notes of the Austro-Hungarian Bank shall have no recourse against the Governments of Austria or Hungary or any other Government in respect of any loss which they may suffer as the result of the liquidation of the bank.

15. Nevertheless, if any difficulties should arise owing to the date of the signature of the present Treaty, the dates at which any of the operations laid down by this Article are to be carried out may be altered by the Reparation Commission.

#### ANNEX

##### 1

The respective Governments, when transmitting to the Reparation Commission all the currency notes of the Austro-Hungarian Bank withdrawn by them from circulation in accordance with the terms of Article 189, shall also deliver to the Commission all the records showing the nature and amounts of the conversions which they have effected.

##### 2

The Reparation Commission, after examining the records, shall deliver to the said Governments separate certificates stating the total amount of currency notes which the Governments have converted:

- (a) within the boundaries of the former Austro-Hungarian Monarchy as it existed on July 28, 1914,
- (b) elsewhere.

These certificates will entitle the bearer to lodge a claim with the receivers of the bank for currency notes thus converted which are entitled to share in the assets of the bank.

##### 3

After the liquidation of the bank is completed, the Reparation Commission shall destroy the notes thus withdrawn.

##### 4

No notes issued on or prior to October 27, 1918, wherever they may be held, will rank as claims against the bank unless they are presented through the Government of the country in which they are held.

#### ARTICLE 190

Each one of the States to which territory of the former Austro-Hungarian Monarchy is transferred, and each one of the States arising from the dismemberment of that Monarchy, including Hungary, shall deal as it thinks

fit with the petty or token coinage of the former Austro-Hungarian Monarchy existing in its territory.

No such State shall have any recourse under any circumstances, on behalf either of itself or of its nationals, against any other State with regard to such petty or token coinage.

#### ARTICLE 191

States to which territory of the former Austro-Hungarian Monarchy is transferred and States arising from the dismemberment of that Monarchy shall acquire all property and possessions situated within their territories belonging to the former or existing Hungarian Government.

For the purposes of this Article, the property and possessions of the former or existing Hungarian Government shall be deemed to include the property of the former Kingdom of Hungary and the interests of that Kingdom in the joint property of the Austro-Hungarian Monarchy, as well as all the property of the Crown and the private property of members of the former Royal Family of Austria-Hungary.

These States shall, however, have no claim to any property of the former or existing Government of Hungary situated outside their own respective territories.

The value of such property and possessions acquired by States other than Hungary shall be fixed by the Reparation Commission and placed by that Commission to the credit of Hungary and to the debit of the State acquiring such property on account of the sums due for reparation. The Reparation Commission shall deduct from the value of the public property thus acquired an amount proportionate to the contribution in money, land, or material made directly by any province or commune or other autonomous local authority towards the cost of such property.

Without prejudice to Article 186 relating to secured debt, in the case of each State acquiring property under the provisions of this Article, the amount placed to the credit of Hungary and to the debit of the said State in accordance with the preceding paragraph shall be reduced by the value of the amount of the liability in respect of the unsecured debt of the former Hungarian Government assumed by that State under the provisions of Article 186 which, in the opinion of the Reparation Commission, represents expenditure upon the property so acquired. The value shall be fixed by the Reparation Commission on such basis as the Commission may consider equitable.

Property of the former and existing Hungarian Government shall be deemed to include a share of the real property in Bosnia-Herzegovina of all descriptions for which, under Article 5 of the Convention of February 26, 1909, the Government of the former Austro-Hungarian Monarch paid £T.2,500,000 to the Ottoman Government. Such share shall be proportionate to the share which the former Kingdom of Hungary contributed to

the above payment, and the value of this share, as assessed by the Reparation Commission, shall be credited to Hungary on account of reparation.

As exception to the above there shall be transferred without payment :

(1) the property and possessions of provinces, communes and other local autonomous institutions of the former Austro-Hungarian Monarchy, including those in Bosnia-Herzegovina which did not belong to the former Austro-Hungarian Monarchy;

(2) schools and hospitals the property of the former Austro-Hungarian Monarchy.

Further, any building or other property situated in the respective territories transferred to the States referred to in the first paragraph whose principal value lies in its historic interest and associations, and which formerly belonged to the Kingdom of Bohemia, the Kingdom of Croatia-Slavonia-Dalmatia, Bosnia-Herzegovina, the Republic of Ragusa, the Venetian Republic, or the Episcopal Principalities of Trient and Bressanone, may, subject to the approval of the Reparation Commission, be transferred to the Government entitled thereto without payment.

#### ARTICLE 192

Hungary renounces, so far as she is concerned, all rights accorded to her or her nationals by treaties, conventions or agreements, of whatsoever kind, to representation upon or participation in the control or administration of commissions, state banks, agencies or other financial or economic organisations of an international character exercising powers of control or administration and operating in any of the Allied or Associated States, or in Germany, Austria, Bulgaria or Turkey, or in the dependencies of these States, or in the former Russian Empire.

#### ARTICLE 193

1. Hungary engages to recognise the transfer provided for in Article 210 of the Treaty with Austria of the sum in gold deposited in the Austro-Hungarian Bank in the name of the Council of the Administration of the Ottoman Public Debt as security for the first issue of Turkish Government currency notes.

2. Without prejudice to Article 227, Part X (Economic Clauses) of the present Treaty, Hungary renounces, so far as she is concerned, any benefit disclosed by the Treaties of Bucharest and Brest-Litovsk and by the Treaties supplementary thereto.

Hungary undertakes to transfer either to Roumania or to the Principal Allied and Associated Powers, as the case may be, all monetary instruments, specie, securities and negotiable instruments or goods which she has received under the aforesaid Treaties.

3. The sums of money and all securities, instruments and goods, of whatsoever nature, to be delivered, paid or transferred under the provisions of this Article, shall be disposed of by the Principal Allied and Associated Powers in a manner hereafter to be determined by those Powers.

4. Hungary recognises any transfer of gold provided for by Article 259 (5) of the Treaty of Peace concluded at Versailles on June 28, 1919, between the Allied and Associated Powers and Germany, and any transfer of claims provided for by Article 261 of that Treaty.

#### ARTICLE 194

Without prejudice to the renunciation of any rights by Hungary on behalf of herself or of her nationals in the other provisions of the present Treaty, the Reparation Commission may, within one year from the coming into force of the present Treaty, demand that Hungary become possessed of any rights and interests of her nationals in any public utility undertaking or in any concession operating in Russia, Turkey, Germany, Austria or Bulgaria, or in the possessions or dependencies of these States, or in any territory formerly belonging to Hungary or her allies to be transferred by Hungary or her allies to any State, or to be administered by a mandatory under any Treaty entered into with the Allied and Associated Powers, and may require that the Hungarian Government transfer, within six months of the date of demand, to the Reparation Commission all such rights and interests and any similar rights and interests owned by the former or existing Hungarian Government.

Hungary shall be responsible for indemnifying her nationals so dispossessed, and the Reparation Commission shall credit Hungary on account of sums due for reparation with such sums in respect of the value of the transferred rights and interests as may be assessed by the Reparation Commission, and Hungary shall, within six months from the coming into force of the present Treaty, communicate to the Reparation Commission all such rights and interests, whether already granted, contingent or not yet exercised, and shall renounce on behalf of herself and her nationals in favour of the Allied and Associated Powers all such rights and interests which have not been so communicated.

#### ARTICLE 195

Hungary undertakes to refrain from preventing or impeding such acquisition by the German, Austrian, Bulgarian or Turkish Governments of any rights and interests of German, Austrian, Bulgarian, and Turkish nationals in public utility undertakings or concessions operating in Hungary as may be required by the Reparation Commission under the terms of the Treaties of Peace or supplementary treaties or conventions concluded between the Allied and Associated Powers and the German, Austrian, Bulgarian and Turkish Governments respectively.

## ARTICLE 196

Hungary undertakes to transfer to the Allied and Associated Powers any claims to payment or reparation by Germany, Austria, Bulgaria or Turkey in favour of the former or existing Hungarian Governments, and in particular any claims which may arise now or hereafter in the fulfilment of undertakings made from July 28, 1914, to the coming into force of the present Treaty.

The value of such claims shall be assessed by the Reparation Commission, and shall be transferred to the Reparation Commission for the credit of Hungary on account of the sums due for reparation.

## ARTICLE 197

Any monetary obligation arising out of the present Treaty and expressed in terms of gold kronen shall, unless some other arrangement is specifically provided for in any particular case under the terms of the present Treaty or of treaties or conventions supplementary thereto, be payable at the option of the creditors in pounds sterling payable in London, gold dollars of the United States of America payable in New York, gold francs payable in Paris, or gold lire payable in Rome.

For the purposes of this Article, the gold coins mentioned above shall be defined as being of the weight and fineness of gold as enacted by law on January 1, 1914.

## ARTICLE 198

Any financial adjustments, such as those relating to any banking and insurance companies, savings banks, postal savings banks, land banks, mortgage companies or other similar institutions, operating within the territory of the former Austro-Hungarian Monarchy, necessitated by the partition of that Monarchy and the resettlement of public debts and currency provided for by these Articles, shall be regulated by agreement between the various Governments concerned in such a manner as shall best secure equitable treatment to all the parties interested. In case the Governments concerned are unable to come to an agreement on any question arising out of this financial adjustment, or in case any Government is of opinion that its nationals have not received equitable treatment, the Reparation Commission shall, on the application of any one of the Governments concerned, appoint an arbitrator or arbitrators, whose decision shall be final.

## ARTICLE 199

The Hungarian Government shall be under no liability in respect of civil or military pensions granted to nationals of the former Kingdom of Hungary who have been recognised as nationals of other States or who become so under the provisions of the present Treaty.

PART X  
ECONOMIC CLAUSES

SECTION I

*Commercial Relations*

CHAPTER I

CUSTOMS REGULATIONS, DUTIES AND RESTRICTIONS

ARTICLE 200

Hungary undertakes that goods the produce or manufacture of any one of the Allied or Associated States imported into Hungarian territory, from whatsoever place arriving, shall not be subjected to other or higher duties or charges (including internal charges) than those to which the like goods the produce or manufacture of any other such State or of any other foreign country are subject.

Hungary will not maintain or impose any prohibition or restriction on the importation into Hungarian territory of any goods the produce or manufacture of the territories of any one of the Allied or Associated States, from whatsoever place arriving, which shall not equally extend to the importation of the like goods the produce or manufacture of any other such State or of any other foreign country.

ARTICLE 201

Hungary further undertakes that, in the matter of the régime applicable on importation, no discrimination against the commerce of any of the Allied and Associated States as compared with any other of the said States or any other foreign country shall be made, even by indirect means, such as customs regulations or procedure, methods of verification or analysis, conditions of payment of duties, tariff classification or interpretation, or the operation of monopolies.

ARTICLE 202

In all that concerns exportation, Hungary undertakes that goods, natural products or manufactured articles, exported from Hungarian territory to the territories of any one of the Allied or Associated States, shall not be subjected to other or higher duties or charges (including internal charges) than those paid on the like goods exported to any other such State or to any other foreign country.

Hungary will not maintain or impose any prohibition or restriction on the exportation of any goods sent from her territory to any one of the Allied or Associated States which shall not equally extend to the exportation of the

like goods, natural products or manufactured articles, sent to any other such State or to any other foreign country.

#### ARTICLE 203

Every favour, immunity, or privilege in regard to the importation, exportation or transit of goods granted by Hungary to any Allied or Associated State or to any other foreign country whatever shall simultaneously and unconditionally, without request and without compensation, be extended to all the Allied and Associated States.

#### ARTICLE 204

By way of exception to the provisions of Article 270, Part XII (Ports, Waterways and Railways), products in transit by the ports which before the war were situated in territory of the former Austro-Hungarian Monarchy shall, for a period of three years from the coming into force of the present Treaty, enjoy on importation into Hungary reductions of duty corresponding with and in proportion to those applied to such products under the Austro-Hungarian Customs Tariff of the year 1906, when imported by such ports.

#### ARTICLE 205

Notwithstanding the provisions of Articles 200 to 203, the Allied and Associated Powers agree that they will not invoke these provisions to secure the advantage of any arrangements which may be made by the Hungarian Government with the Governments of Austria or of the Czecho-Slovak State for the accord of a special customs régime to certain natural or manufactured products which both originate in and come from those countries, and which shall be specified in the arrangements, provided that the duration of these arrangements does not exceed a period of five years from the coming into force of the present Treaty.

#### ARTICLE 206

During the first six months after the coming into force of the present Treaty, the duties imposed by Hungary on imports from Allied and Associated States shall not be higher than the most favourable duties which were applied to imports into the former Austro-Hungarian Monarchy on July 28, 1914.

During a further period of thirty months after the expiration of the first six months this provision shall continue to be applied exclusively with regard to the importation of fruits (fresh and dried), fresh vegetables, olive oil, eggs, pigs and pork products, and live poultry, in so far as such products enjoyed at the above mentioned date (July 28, 1914) rates conventionalised by Treaties with the Allied or Associated Powers.

## ARTICLE 207

1. Special agreements shall be made between Poland and the Czecho-Slovak State and Hungary as to the supply of coal, including lignite, foodstuffs and raw materials reciprocally.

2. Pending the conclusion of such agreements, but in no case during more than five years from the coming into force of the present Treaty, the Czecho-Slovak State and Poland undertake that no export duty or other restrictions of any kind shall be imposed on the export to Hungary of coal or lignite up to a reasonable quantity to be fixed, failing agreement between the States concerned, by the Reparation Commission. In fixing this quantity the Reparation Commission shall take into account all the circumstances, including the quantities both of coal and of lignite which passed before the war between present Hungarian territory on the one hand and Silicia and the territory of the former Austrian Empire transferred to the Czecho-Slovak State and Poland in accordance with the Treaties of Peace on the other hand, as well as the quantities now available for export from those countries. Hungary shall in return furnish to the Czecho-Slovak State and Poland supplies of the lignite, foodstuffs and raw materials referred to in paragraph 1 in accordance with the decisions of the Reparation Commission.

3. The Czecho-Slovak State and Poland further undertake during the same period to take such steps as may be necessary to ensure that coal, including lignite, shall be available for sale to purchasers in Hungary on terms as favourable as are applicable to like products sold under similar conditions to purchasers in the Czecho-Slovak State or Poland respectively or in any other country.

4. The provisions of paragraphs 2 and 3 prohibiting export duties or restrictions and determining the conditions of sale shall also apply to the supply of lignite by Hungary to Poland and the Czecho-Slovak State.

5. In case of disagreement in the execution or interpretation of any of the above provisions, the Reparation Commission shall decide.

6. In order to permit mutual assistance between Poland, Roumania, the Serb-Croat-Slovene State, Czecho-Slovakia, Hungary and Austria, in regard to products hitherto exchanged between the territories of these States, which are indispensable to their industry or trade, negotiations shall be undertaken, on the initiative of any of these States, within six months from the coming into force of the present Treaty with a view to the conclusion with any other of the said States of separate conventions in conformity with the provisions of the present Treaty, and in particular of Articles 200 to 205.

At the end of this period any State which has requested such a convention without succeeding in concluding it may apply to the Reparation Commission and request it to accelerate the conclusion of such convention.

## ARTICLE 208

1. Special agreements shall be made between Hungary and Austria as to the supply of foodstuffs, raw materials and manufactured articles reciprocally.

2. Pending the conclusion of such agreements, but in no case during more than five years from the coming into force of the present Treaty, Hungary undertakes that no export duty or other restrictions of any kind shall be imposed on the export to Austria of foodstuffs of every description produced in Hungarian territory, up to a reasonable quantity to be fixed, failing agreement between the States concerned, by the Reparation Commission. In fixing this quantity, the Reparation Commission shall take into account all the circumstances, and in particular the production and requirements of the two countries concerned. Austria shall in return furnish to Hungary supplies of the raw materials and manufactured articles referred to in paragraph 1 in accordance with the decisions of the Reparation Commission.

3. Hungary further undertakes during the same period to take such steps as may be necessary to ensure that any such products shall be available for sale to purchasers in Austria on terms as favourable as are applicable to like products sold under similar conditions to purchasers in Hungary or in any other country.

4. In case of disagreement in the execution or interpretation of any of the above provisions the Reparation Commission shall decide.

## CHAPTER II

## SHIPPING

## ARTICLE 209

The High Contracting Parties agree to recognise the flag flown by the vessels of any Contracting Party having no sea-coast, which are registered at some one specified place situated in its territory; such place shall serve as the port of registry of such vessels.

## CHAPTER III

## UNFAIR COMPETITION

## ARTICLE 210

1. Hungary undertakes to adopt all the necessary legislative and administrative measures to protect goods the produce or manufacture of any one of the Allied and Associated Powers from all forms of unfair competition in commercial transactions.

Hungary undertakes to prohibit and repress by seizure and by other appropriate remedies the importation, exportation, manufacture, distribution, sale or offering for sale in her territory of all goods bearing upon themselves

or their usual get-up or wrappings any marks, names, devices, or descriptions whatsoever which are calculated to convey directly or indirectly a false indication of the origin, type, nature or special characteristics of such goods.

2. Hungary undertakes, on condition that reciprocity is accorded in these matters, to respect any law, or any administrative or judicial decision given in conformity with such law, in force in any Allied or Associated State and duly communicated to her by the proper authorities, defining or regulating the right to any regional appellation in respect of wine or spirits produced in the State to which the region belongs or the conditions under which the use of any such appellation may be permitted; and the importation, exportation, manufacture, distribution, sale or offering for sale of products or articles bearing regional appellations inconsistent with such law or order shall be prohibited by Hungary and repressed by the measures prescribed in paragraph 1 of this Article.

#### CHAPTER IV

##### TREATMENT OF NATIONALS OF ALLIED AND ASSOCIATED POWERS

#### ARTICLE 211

Hungary undertakes:

(*a*) not to subject the nationals of the Allied and Associated Powers to any prohibition in regard to the exercise of occupations, professions, trade and industry, which shall not be equally applicable to all aliens without exception;

(*b*) not to subject the nationals of the Allied and Associated Powers in regard to the rights referred to in paragraph (*a*) to any regulation or restriction which might contravene directly or indirectly the stipulations of the said paragraph, or which shall be other or more disadvantageous than those which are applicable to nationals of the most favoured nation;

(*c*) not to subject the nationals of the Allied and Associated Powers, their property, rights or interests, including companies and associations in which they are interested, to any charge, tax or impost, direct or indirect, other or higher than those which are or may be imposed on her own nationals or their property, rights or interests;

(*d*) not to subject the nationals of any one of the Allied and Associated Powers to any restriction which was not applicable on July 1, 1914, to the nationals of such Powers unless such restriction is likewise imposed on her own nationals.

#### ARTICLE 212

The nationals of the Allied and Associated Powers shall enjoy in Hungarian territory a constant protection for their persons and for their property, rights and interests, and shall have free access to the courts of law.

## ARTICLE 213

Hungary undertakes to recognise any new nationality which has been or may be acquired by her nationals under the laws of the Allied and Associated Powers, and in accordance with the decisions of the competent authorities of these Powers pursuant to naturalisation laws or under treaty stipulations, and to regard such persons as having, in consequence of the acquisition of such new nationality, in all respects severed their allegiance to their country of origin.

## ARTICLE 214

The Allied and Associated Powers may appoint consuls-general, consuls, vice-consuls and consular agents in Hungarian towns and ports. Hungary undertakes to approve the designation of the consuls-general, consuls, vice-consuls and consular agents, whose names shall be notified to her, and to admit them to the exercise of their functions in conformity with the usual rules and customs.

## CHAPTER V

## GENERAL ARTICLES

## ARTICLE 215

The obligations imposed on Hungary by Chapter I above shall cease to have effect five years from the date of the coming into force of the present Treaty, unless otherwise provided in the text, or unless the Council of the League of Nations shall, at least twelve months before the expiration of that period, decide that these obligations shall be maintained for a further period with or without amendment.

Nevertheless it is agreed that unless the League of Nations decides otherwise an Allied or Associated Power shall not after the expiration of three years from the coming into force of the present Treaty be entitled to require the fulfilment by Hungary of the provisions of Articles 200, 201, 202 or 203 unless that Power accords correlative treatment to Hungary.

Article 211 shall remain in operation, with or without amendment, after the period of five years for such further period, if any, not exceeding five years, as may be determined by a majority of the Council of the League of Nations.

## ARTICLE 216

If the Hungarian Government engages in international trade, it shall not in respect thereof have or be deemed to have any rights, privileges or immunities of sovereignty.

## SECTION II

*Treaties*

## ARTICLE 217

From the coming into force of the present Treaty and subject to the provisions thereof, the multilateral Treaties, Conventions and Agreements of an economic or technical character concluded by the former Austro-Hungarian Monarchy and enumerated below and in the subsequent Articles shall alone be applied as between Hungary and those of the Allied and Associated Powers party thereto:

(1) Conventions of March 14, 1884,<sup>9</sup> December 1, 1886,<sup>10</sup> and March 23, 1887,<sup>10</sup> and Final Protocol of July 7, 1887,<sup>11</sup> regarding the protection of submarine cables.

(2) Convention of October 11, 1909, regarding the international circulation of motor cars.

(3) Agreement of May 15, 1886, regarding the sealing of railway trucks subject to customs inspection, and Protocol of May 18, 1907.

(4) Agreement of May 15, 1886, regarding the technical standardisation of railways.

(5) Convention of July 5, 1890, regarding the publication of customs tariffs and the organisation of an International Union for the publication of customs tariffs.<sup>12</sup>

(6) Convention of April 25, 1907, regarding the raising of the Turkish customs tariff.

(7) Convention of March 14, 1857, for the redemption of toll dues on the Sound and Belts.

(8) Convention of June 22, 1861, for the redemption of the Stade Toll on the Elbe.

(9) Convention of July 16, 1863, for the redemption of the toll dues on the Scheldt.

(10) Convention of October 29, 1888, regarding the establishment of a definite arrangement guaranteeing the free use of the Suez Canal.

(11) Conventions of September 23, 1910, respecting the unification of certain regulations regarding collisions<sup>13</sup> and salvage at sea.<sup>14</sup>

(12) Convention of December 21, 1904, regarding the exemption of hospital ships from dues and charges in ports.<sup>15</sup>

<sup>9</sup> TS 380, *ante*, vol. 1, p. 89.

<sup>10</sup> TS 380-2, *ante*, vol. 1, p. 112.

<sup>11</sup> TS 380-3, *ante*, vol. 1, p. 114.

<sup>12</sup> TS 384, *ante*, vol. 1, p. 172.

<sup>13</sup> 1911 For. Rel. 19.

<sup>14</sup> TS 576, *ante*, vol. 1, p. 780.

<sup>15</sup> TS 459, *ante*, vol. 1, p. 430.

(13) Convention of September 26, 1906, for the suppression of night-work for women.

(14) Conventions of May 18, 1904,<sup>16</sup> and May 4, 1910, regarding the suppression of the White Slave Traffic.

(15) Convention of May 4, 1910, regarding the suppression of obscene publications.<sup>17</sup>

(16) Sanitary Convention of December 3, 1903, and the preceding Conventions signed on January 30, 1892, April 15, 1893, April 3, 1894, and March 19, 1897.

(17) Convention of May 20, 1875, regarding the unification and improvement of the metric system.<sup>18</sup>

(18) Convention of November 29, 1906, regarding the unification of pharmacopœial formulæ for potent drugs.<sup>19</sup>

(19) Convention of November 16 and 19, 1885, regarding the establishment of a concert pitch.

(20) Convention of June 7, 1905, regarding the creation of an International Agricultural Institute at Rome.<sup>20</sup>

(21) Conventions of November 3, 1881, and April 15, 1889, regarding precautionary measures against phylloxera.

(22) Convention of March 19, 1902, regarding the protection of birds useful to agriculture.

(23) Convention of June 12, 1902, regarding the guardianship of minors.

#### ARTICLE 218

From the coming into force of the present Treaty the High Contracting Parties shall apply the conventions and agreements hereinafter mentioned, in so far as concerns them, Hungary undertaking to comply with the special stipulations contained in this Article.

#### *Postal Conventions*

Conventions and agreements of the Universal Postal Union concluded at Vienna, July 4, 1891.<sup>21</sup>

Conventions and agreements of the Postal Union signed at Washington, June 15, 1897.<sup>22</sup>

Conventions and agreements of the Postal Union signed at Rome, May 26, 1906.<sup>23</sup>

<sup>16</sup> TS 496, *ante*, vol. 1, p. 424.

<sup>17</sup> TS 559, *ante*, vol. 1, p. 748.

<sup>18</sup> TS 378, *ante*, vol. 1, p. 39.

<sup>19</sup> TS 510, *ante*, vol. 1, p. 568.

<sup>20</sup> TS 489, *ante*, vol. 1, p. 436.

<sup>21</sup> *Ante*, vol. 1, p. 188.

<sup>22</sup> *Ante*, vol. 1, p. 206.

<sup>23</sup> *Ante*, vol. 1, p. 492.

*Telegraphic Conventions*

International Telegraphic Conventions signed at St. Petersburg, July 10/22, 1875.

Regulations and Tariffs drawn up by the International Telegraphic Conference, Lisbon, June 11, 1908.

Hungary undertakes not to refuse her assent to the conclusion by the new States of the special arrangements referred to in the Conventions and Agreements relating to the Universal Postal Union and to the International Telegraphic Union, to which the said new States have adhered or may adhere.

## ARTICLE 219

From the coming into force of the present Treaty the High Contracting Parties shall apply, in so far as concerns them, the International Radio-Telegraphic Conventions of July 5, 1912,<sup>24</sup> Hungary undertaking to comply with the provisional regulations which will be indicated to her by the Allied and Associated Powers.

If within five years after the coming into force of the present Treaty a new convention regulating international radio-telegraphic communications should have been concluded to take the place of the Convention of July 5, 1912, this new convention shall bind Hungary, even if Hungary should refuse either to take part in drawing up the convention, or subscribe thereto.

This new convention will likewise replace the provisional regulations in force.

## ARTICLE 220

The International Convention of Paris of March 20, 1883,<sup>25</sup> for the protection of industrial property, revised at Washington on June 2, 1911,<sup>26</sup> and the Agreement of April 14, 1891, concerning the international registration of trade marks shall be applied as from the coming into force of the present Treaty, in so far as they are not affected or modified by the exceptions and restrictions resulting therefrom.

## ARTICLE 221

From the coming into force of the present Treaty the High Contracting Parties shall apply, in so far as concerns them, the Convention of the Hague of July 17, 1905, relating to civil procedure. This provision, however, will not apply to France, Portugal and Roumania.

## ARTICLE 222

Hungary undertakes, within twelve months of the coming into force of the present Treaty, to adhere in the prescribed form to the International Con-

<sup>24</sup> TS 581, *ante*, vol. 1, p. 883.

<sup>25</sup> TS 379, *ante*, vol. 1, p. 80.

<sup>26</sup> TS 579, *ante*, vol. 1, p. 791.

vention of Berne of September 9, 1886, for the protection of literary and artistic works, revised at Berlin on November 13, 1908, and completed by the Additional Protocol signed at Berne on March 20, 1914, relating to the protection of literary and artistic works.

Until her adherence, Hungary undertakes to recognise and protect by effective measures and in accordance with the principles of the said Convention the literary and artistic works of nationals of the Allied and Associated Powers.

In addition, and irrespective of the above-mentioned adherence, Hungary undertakes to continue to assure such recognition and such protection, to all literary and artistic works of the nationals of each of the Allied and Associated Powers to an extent at least as great as upon July 28, 1914, and upon the same conditions.

#### ARTICLE 223

Hungary undertakes to adhere to the following Conventions:

- (1) Convention of September 26, 1906, for the suppression of the use of white phosphorus in the manufacture of matches.
- (2) Convention of December 31, 1913, regarding the unification of commercial statistics.

#### ARTICLE 224

Each of the Allied or Associated Powers, being guided by the general principles or special provisions of the present Treaty, shall notify to Hungary the bilateral agreements of all kinds which were in force between her and the former Austro-Hungarian Monarchy, and which she wishes should be in force as between her and Hungary.

The notification referred to in the present Article shall be made either directly or through the intermediary of another Power. Receipt thereof shall be acknowledged in writing by Hungary. The date of the coming into force shall be that of the notification.

The Allied and Associated Powers undertake among themselves not to apply as between themselves and Hungary any agreements which are not in accordance with the terms of the present Treaty.

The notification shall mention any provisions of the said agreements which, not being in accordance with the terms of the present Treaty, shall not be considered as coming into force.

In case of any difference of opinion, the League of Nations will be called on to decide.

A period of six months from the coming into force of the present Treaty is allowed to the Allied and Associated Powers within which to make the notification.

Only those bilateral agreements which have been the subject of such a

notification shall be put in force between the Allied and Associated Powers and Hungary.

The above rules apply to all bilateral agreements existing between any Allied and Associated Powers signatories to the present Treaty and Hungary, even if the said Allied and Associated Powers have not been in a state of war with Hungary.

#### ARTICLE 225

Hungary hereby recognizes that all treaties, conventions or agreements concluded by her, or by the former Austro-Hungarian Monarchy, with Germany, Austria, Bulgaria or Turkey since August 1, 1914, until the coming into force of the present Treaty, are of no effect.

#### ARTICLE 226

Hungary undertakes to secure to the Allied and Associated Powers, and to the officials and nationals of the said Powers, the enjoyment of all the rights and advantages of any kind which she, or the former Austro-Hungarian Monarchy, may have granted to Germany, Austria, Bulgaria or Turkey, or to the officials and nationals of these States by treaties, conventions or arrangements concluded before August 1, 1914, so long as those treaties, conventions or arrangements are in force.

The Allied and Associated Powers reserve the right to accept or not the enjoyment of these rights and advantages.

#### ARTICLE 227

Hungary recognises that all treaties, conventions or arrangements which she, or the former Austro-Hungarian Monarchy, concluded with Russia, or with any State or Government of which the territory previously formed a part of Russia, or with Roumania, before July 28, 1914, or after that date until the coming into force of the present Treaty, are of no effect.

#### ARTICLE 228

Should an Allied or Associated Power, Russia, or a State or Government of which the territory formerly constituted a part of Russia, have been forced since July 28, 1914, by reason of military occupation or by any other means or for any other cause, to grant or to allow to be granted by the act of any public authority, concessions, privileges and favours of any kind to the former Austro-Hungarian Monarchy, or to Hungary or to an Hungarian national, such concessions, privileges and favours are *ipso facto* annulled by the present Treaty.

No claims or indemnities which may result from this annulment shall be charged against the Allied or Associated Powers or the Powers, States, Governments or public authorities which are released from their engagements by the present Article.

## ARTICLE 229

From the coming into force of the present Treaty Hungary undertakes, so far as she is concerned, to give the Allied and Associated Powers and their nationals the benefit *ipso facto* of the rights and advantages of any kind which she or the former Austro-Hungarian Monarchy has granted by treaties, conventions or arrangements to non-belligerent States or their nationals since July 28, 1914, until the coming into force of the present Treaty, so long as those treaties, conventions or arrangements are in force for Hungary.

## ARTICLE 230

Those of the High Contracting Parties who have not yet signed, or who have signed but not yet ratified, the Opium Convention signed at The Hague on January 23, 1912,<sup>27</sup> agree to bring the said Convention into force, and for this purpose to enact the necessary legislation without delay and in any case within a period of twelve months from the coming into force of the present Treaty.

Furthermore, they agree that ratification of the present Treaty should in the case of Powers which have not yet ratified the Opium Convention be deemed in all respects equivalent to the ratification of that Convention and to the signature of the Special Protocol which was opened at The Hague in accordance with the resolutions adopted by the Third Opium Conference in 1914 for bringing the said Convention into force.

For this purpose the Government of the French Republic will communicate to the Government of the Netherlands a certified copy of the protocol of the deposit of ratifications of the present Treaty, and will invite the Government of the Netherlands to accept and deposit the said certified copy as if it were a deposit of ratifications of the Opium Convention and a signature of the Additional Protocol of 1914.

## SECTION III

*Debts*

## ARTICLE 231

There shall be settled through the intervention of Clearing Offices to be established by each of the High Contracting Parties within three months of the notification referred to in paragraph (e) hereafter the following classes of pecuniary obligations:

(1) Debts payable before the war and due by a national of one of the Contracting Powers, residing within its territory, to a national of an Opposing Power, residing within its territory;

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<sup>27</sup> TS 612, *ante*, vol. 1, p. 855.

(2) Debts which became payable during the war to nationals of one Contracting Power residing within its territory and arose out of transactions or contracts with the nationals of an Opposing Power, resident within its territory, of which the total or partial execution was suspended on account of the existence of a state of war;

(3) Interest which has accrued due before and during the war to a national of one of the Contracting Powers in respect of securities issued or taken over by an Opposing Power, provided that the payment of interest on such securities to the nationals of that Power or to neutrals has not been suspended during the war;

(4) Capital sums which have become payable before and during the war to nationals of one of the Contracting Powers in respect of securities issued by one of the Opposing Powers, provided that the payment of such capital sums to nationals of that Power or to neutrals has not been suspended during the war.

In the case of interest or capital sums payable in respect of securities issued or taken over by the former Austro-Hungarian Government the amount to be credited and paid by Hungary will be the interest or capital in respect only of the debt for which Hungary is liable in accordance with Part IX (Financial Clauses) of the present Treaty, and the principles laid down by the Reparation Commission.

The proceeds of liquidation of enemy property, rights and interests mentioned in Section IV and in the Annex thereto will be accounted for through the Clearing Offices, in the currency and at the rate of exchange hereinafter provided in paragraph (*d*), and disposed of by them under the conditions provided by the said Section and Annex.

The settlements provided for in this Article shall be effected according to the following principles and in accordance with the Annex to this Section:

(*a*) Each of the High Contracting Parties shall prohibit, as from the coming into force of the present Treaty, both the payment and the acceptance of payment of such debts, and also all communications between the interested parties with regard to the settlement of the said debts otherwise than through the Clearing Offices;

(*b*) Each of the High Contracting Parties shall be respectively responsible for the payment of such debts due by its nationals, except in the cases where before the war the debtor was in a state of bankruptcy or failure, or had given formal indication of insolvency, or where the debt was due by a company whose business has been liquidated under emergency legislation during the war;

(*c*) The sums due to the nationals of one of the High Contracting Parties by the nationals of an Opposing State will be debited to the Clearing Office of the country of the debtor, and paid to the creditor by the Clearing Office of the country of the creditor;

(*d*) Debts shall be paid or credited in the currency of such one of the Allied and Associated Powers, their colonies or protectorates, or the British Dominions or India, as may be concerned. If the debts are payable in some other currency they shall be paid or credited in the currency of the country concerned, whether an Allied or Associated Power, Colony, Protectorate, British Dominion or India, at the pre-war rate of exchange.

For the purpose of this provision the pre-war rate of exchange shall be defined as the average cable transfer rate prevailing in the Allied or Associated country concerned during the month immediately preceding the outbreak of war between the said country concerned and Austria-Hungary.

If a contract provides for a fixed rate of exchange governing the conversion of the currency in which the debt is stated into the currency of the Allied or Associated country concerned, then the above provisions concerning the rate of exchange shall not apply.

In the case of the new States of Poland and the Czecho-Slovak State, the currency in which and the rate of exchange at which debts shall be paid or credited shall be determined by the Reparation Commission provided for in Part VIII, unless they shall have been previously settled by agreement between the States interested;

(*e*) The provisions of this Article and of the Annex hereto shall not apply as between Hungary on the one hand and any one of the Allied and Associated Powers, their colonies or protectorates, or any one of the British Dominions or India on the other hand, unless within a period of one month from the deposit of the ratification of the present Treaty by the Power in question, or of the ratification on behalf of such Dominion or of India, notice to that effect is given to Hungary by the Government of such Allied or Associated Power or of such Dominion or of India as the case may be;

(*f*) The Allied and Associated Powers which have adopted this Article and the Annex hereto may agree between themselves to apply them to their respective nationals established in their territory so far as regards matters between their nationals and Hungarian nationals. In this case the payments made by application of this provision will be subject to arrangements between the Allied and Associated Clearing Offices concerned.

#### ANNEX

##### 1

Each of the High Contracting Parties will, within three months from the notification provided for in Article 231, paragraph (*e*), establish a Clearing Office for the collection and payment of enemy debts.

Local Clearing Offices may be established for any particular portion of the territories of the High Contracting Parties. Such local Clearing Offices may perform all the functions of a central Clearing Office in their respective

districts, except that all transactions with the Clearing Office in the Opposing State must be effected through the central Clearing Office.

## 2

In this Annex the pecuniary obligations referred to in the first paragraph of Article 231 are described as “enemy debts,” the persons from whom the same are due as “enemy debtors,” the persons to whom they are due as “enemy creditors,” the Clearing Office in the country of the creditor is called the “Creditor Clearing Office,” and the Clearing Office in the country of the debtor is called the “Debtor Clearing Office.”

## 3

The High Contracting Parties will subject contraventions of paragraph (a) of Article 231 to the same penalties as are at present provided by their legislation for trading with the enemy. Those who have not prohibited trading with the enemy will enact provisions punishing the above-mentioned contraventions with severe penalties. The High Contracting Parties will similarly prohibit within their territory all legal process relating to payment of enemy debts, except in accordance with the provisions of this Annex.

## 4

The Government guarantee specified in paragraph (b) of Article 231 shall take effect whenever, for any reason, a debt shall not be recoverable, except in a case where at the date of the outbreak of war the debt was barred by the laws of prescription in force in the country of the debtor, or where the debtor was at that time in a state of bankruptcy or failure or had given formal indication of insolvency, or where the debt was due by a company whose business has been liquidated under emergency legislation during the war. In such case the procedure specified by this Annex shall apply to payment of the dividends.

The terms “bankruptcy” and “failure” refer to the application of legislation providing for such juridical conditions. The expression “formal indication of insolvency” bears the same meaning as it has in English law.

## 5

Creditors shall give notice to the Creditor Clearing Office within six months of its establishment of debts due to them, and shall furnish the Clearing Office with any documents and information required of them.

The High Contracting Parties will take all suitable measures to trace and punish collusion between enemy creditors and debtors. The Clearing Offices will communicate to one another any evidence and information which might help the discovery and punishment of such collusion.

The High Contracting Parties will facilitate as much as possible postal and telegraphic communication at the expense of the parties concerned and through the intervention of the Clearing Offices between debtors and creditors desirous of coming to an agreement as to the amount of their debt.

The Creditor Clearing Office will notify the Debtor Clearing Office of all debts declared to it. The Debtor Clearing Office will, in due course, inform the Creditor Clearing Office which debts are admitted and which debts are contested. In the latter case, the Debtor Clearing Office will give the grounds for the non-admission of debt.

## 6

When a debt has been admitted, in whole or in part, the Debtor Clearing Office will at once credit the Creditor Clearing Office with the amount admitted, and at the same time notify it of such credit.

## 7

The debt shall be deemed to be admitted in full and shall be credited forthwith to the Creditor Clearing Office unless within three months from the receipt of the notification or such longer time as may be agreed to by the Creditor Clearing Office notice has been given by the Debtor Clearing Office that it is not admitted.

## 8

When the whole or part of a debt is not admitted the two Clearing Offices will examine into the matter jointly and will endeavour to bring the parties to an agreement.

## 9

The Creditor Clearing Office will pay to the individual creditor the sums credited to it out of the funds placed at its disposal by the Government of its country and in accordance with the conditions fixed by the said Government, retaining any sums considered necessary to cover risks, expenses or commissions.

## 10

Any person having claimed payment of an enemy debt which is not admitted in whole or in part shall pay to the Clearing Office, by way of fine, interest at 5 per cent. on the part not admitted. Any person having unduly refused to admit the whole or part of a debt claimed from him shall pay, by way of fine, interest at 5 per cent. on the amount with regard to which his refusal shall be disallowed.

Such interest shall run from the date of expiration of the period provided for in paragraph 7 until the date on which the claim shall have been disallowed or the debt paid.

Each Clearing Office shall in so far as it is concerned take steps to collect the fines above provided for, and will be responsible if such fines cannot be collected.

The fines will be credited to the other Clearing Office, which shall retain them as a contribution towards the cost of carrying out the present provisions.

## 11

The balance between the Clearing Offices shall be struck every three months and the credit balance paid in cash by the debtor State within one month.

Nevertheless, any credit balances which may be due by one or more of the Allied and Associated Powers shall be retained until complete payment shall have been effected of the sums due to the Allied or Associated Powers or their nationals on account of the war.

## 12

To facilitate discussion between the Clearing Offices each of them shall have a representative at the place where the other is established.

## 13

Except for special reasons all discussions in regard to claims will, so far as possible, take place at the Debtor Clearing Office.

## 14

In conformity with Article 231, paragraph (*b*), the High Contracting Parties are responsible for the payment of the enemy debts owing by their nationals.

The Debtor Clearing Office will therefore credit the Creditor Clearing Office with all debts admitted, even in case of inability to collect them from the individual debtor. The Governments concerned will, nevertheless, invest their respective Clearing Offices with all necessary powers for the recovery of debts which have been admitted.

## 15

Each Government will defray the expenses of the Clearing Office set up in its territory, including the salaries of the staff.

## 16

Where the two Clearing Offices are unable to agree whether a debt claimed is due, or in case of a difference between an enemy debtor and an enemy creditor or between the Clearing Offices, the dispute shall either be referred to arbitration if the parties so agree under conditions fixed by agree-

ment between them, or referred to the Mixed Arbitral Tribunal provided for in Section VI hereafter.

At the request of the Creditor Clearing Office the dispute may, however, be submitted to the jurisdiction of the Courts of the place of domicile of the debtor.

## 17

Recovery of sums found by the Mixed Arbitral Tribunal, the Court, or the Arbitration Tribunal to be due shall be effected through the Clearing Offices as if these sums were debts admitted by the Debtor Clearing Office.

## 18

Each of the Governments concerned shall appoint an agent who will be responsible for the presentation to the Mixed Arbitral Tribunal of the cases conducted on behalf of its Clearing Office. This agent will exercise a general control over the representatives or counsel employed by its nationals.

Decisions will be arrived at on documentary evidence, but it will be open to the Tribunal to hear the parties in person, or according to their preference by their representatives approved by the two Governments, or by the agent referred to above, who shall be competent to intervene along with the party or to re-open and maintain a claim abandoned by the same.

## 19

The Clearing Offices concerned will lay before the Mixed Arbitral Tribunal all the information and documents in their possession, so as to enable the Tribunal to decide rapidly on the cases which are brought before it.

## 20

Where one of the parties concerned appeals against the joint decision of the two Clearing Offices he shall make a deposit against the costs, which deposit shall only be refunded when the first judgment is modified in favour of the appellant and in proportion to the success he may attain, his opponent in case of such a refund being required to pay an equivalent proportion of the costs and expenses. Security accepted by the Tribunal may be substituted for a deposit.

A fee of 5 per cent. of the amount in dispute shall be charged in respect of all cases brought before the Tribunal. This fee shall, unless the Tribunal directs otherwise, be borne by the unsuccessful party. Such fee shall be added to the deposit referred to. It is also independent of the security.

The Tribunal may award to one of the parties a sum in respect of the expenses of the proceedings.

Any sum payable under this paragraph shall be credited to the Clearing Office of the successful party as a separate item.

## 21

With a view to the rapid settlement of claims, due regard shall be paid in the appointment of all persons connected with the Clearing Offices or with the Mixed Arbitral Tribunal to their knowledge of the language of the other country concerned.

Each of the Clearing Offices will be at liberty to correspond with the other and to forward documents in its own language.

## 22

Subject to any special agreement to the contrary between the Governments concerned, debts shall carry interest in accordance with the following provisions:

Interest shall not be payable on sums of money due by way of dividend, interest, or other periodical payments which themselves represent interest on capital.

The rate of interest shall be 5 per cent. per annum, except in cases where, by contract, law or custom, the creditor is entitled to payment of interest at a different rate. In such cases the rate to which he is entitled shall prevail.

Interest shall run from the date of commencement of hostilities (or, if the sum of money to be recovered fell due during the war, from the date at which it fell due) until the sum is credited to the Clearing Office of the creditor.

Sums due by way of interest shall be treated as debts admitted by the Clearing Offices and shall be credited to the Creditor Clearing Office in the same way as such debts.

## 23

Where by decision of the Clearing Offices or the Mixed Arbitral Tribunal a claim is held not to fall within Article 231, the creditor shall be at liberty to prosecute the claim before the Courts or to take such other proceedings as may be open to him.

The presentation of a claim to the Clearing Office suspends the operation of any period of prescription.

## 24

The High Contracting Parties agree to regard the decisions of the Mixed Arbitral Tribunal as final and conclusive, and to render them binding upon their nationals.

## 25

In any case where a Creditor Clearing Office declines to notify a claim to the Debtor Clearing Office, or to take any step provided for in this Annex intended to make effective in whole or in part a request of which it has received due notice, the enemy creditor shall be entitled to receive from the Clearing Office a certificate setting out the amount of the claim, and shall

then be entitled to prosecute the claim before the Courts or to take such other proceedings as may be open to him.

SECTION IV

*Property, Rights and Interests*

ARTICLE 232

I. The question of private property, rights and interests in an enemy country shall be settled according to the principles laid down in this Section and to the provisions of the Annex hereto.

(a) The exceptional war measures and measures of transfer (defined in paragraph 3 of the Annex hereto) taken in the territory of the former Kingdom of Hungary with respect to the property, rights and interests of nationals of Allied or Associated Powers, including companies and associations in which they are interested, when liquidation has not been completed, shall be immediately discontinued or stayed and the property, rights and interests concerned restored to their owners.

(b) Subject to any contrary stipulations which may be provided for in the present Treaty, the Allied and Associated Powers reserve the right to retain and liquidate all property, rights and interests which belong at the date of the coming into force of the present Treaty to nationals of the former Kingdom of Hungary, or companies controlled by them, and are within the territories, colonies, possessions and protectorates of such Powers (including territories ceded to them by the present Treaty) or which are under the control of those powers.

The liquidation shall be carried out in accordance with the laws of the Allied or Associated State concerned, and the owner shall not be able to dispose of such property, rights or interests nor to subject them to any charge without the consent of that State.

Persons who within six months of the coming into force of the present Treaty show that they have acquired *ipso facto* in accordance with its provisions the nationality of an Allied or Associated Power, including those who under Article 62 obtain such nationality with the consent of the competent authorities or in virtue of previous rights of citizenship (*pentinenza*), will not be considered as nationals of the former Kingdom of Hungary within the meaning of this paragraph.

(c) The price or the amount of compensation in respect of the exercise of the right referred to in paragraph (b) will be fixed in accordance with the methods of sale or valuation adopted by the laws of the country in which the property has been retained or liquidated.

(d) As between the Allied and Associated Powers and their nationals on the one hand and nationals of the former Kingdom of Hungary on the

other hand, as also between Hungary on the one hand and the Allied and Associated Powers and their nationals on the other hand, all the exceptional war measures, or measures of transfer, or acts done or to be done in execution of such measures as defined in paragraphs 1 and 3 of the Annex hereto shall be considered as final and binding upon all persons except as regards the reservations laid down in the present Treaty.

(*e*) The nationals of Allied and Associated Powers shall be entitled to compensation in respect of damage or injury inflicted upon their property, rights or interests, including any company or association in which they are interested, in the territory of the former Kingdom of Hungary, by the application either of the exceptional war measures or measures of transfer mentioned in paragraphs 1 and 3 of the Annex hereto. The claims made in this respect by such nationals shall be investigated, and the total of the compensation shall be determined by the Mixed Arbitral Tribunal provided for in Section VI or by an arbitrator appointed by that Tribunal. This compensation shall be borne by Hungary, and may be charged upon the property of nationals of the former Kingdom of Hungary, or companies controlled by them, as defined in paragraph (*b*), within the territory or under the control of the claimant's State. This property may be constituted as a pledge for enemy liabilities under the conditions fixed by paragraph 4 of the Annex hereto. The payment of this compensation may be made by the Allied or Associated State, and the amount will be debited to Hungary.

(*f*) Whenever a national of an Allied or Associated Power is entitled to property which has been subjected to a measure of transfer in the territory of the former Kingdom of Hungary and expresses a desire for its restitution, his claim for compensation in accordance with paragraph (*e*) shall be satisfied by the restitution of the said property if it still exists in specie.

In such case Hungary shall take all necessary steps to restore the evicted owner to the possession of his property, free from all encumbrances or burdens with which it may have been charged after the liquidation, and to indemnify all third parties injured by the restitution.

If the restitution provided for in this paragraph cannot be effected, private agreements arranged by the intermediation of the Powers concerned or the Clearing Offices provided for in the Annex to Section III may be made, in order to secure that the national of the Allied or Associated Power may secure compensation for the injury referred to in paragraph (*e*) by the grant of advantages or equivalents which he agrees to accept in place of the property, rights or interests of which he was deprived.

Through restitution in accordance with this Article, the price or the amount of compensation fixed by the application of paragraph (*e*) will be reduced by the actual value of the property restored, account being taken of compensation in respect of loss of use or deterioration.

(*g*) The rights conferred by paragraph (*f*) are reserved to owners who are nationals of Allied or Associated Powers within whose territory legislative

measures prescribing the general liquidation of enemy property, rights or interests were not applied before the signature of the Armistice.

(*h*) Except in cases where, by application of paragraph (*f*), restitutions in species have been made, the net proceeds of sales of enemy property, rights or interests wherever situated carried out either by virtue of war legislation, or by application of this Article, and in general all cash assets of enemies, other than proceeds of sales of property or cash assets in Allied or Associated countries belonging to persons covered by the last sentence of paragraph (*b*) above, shall be dealt with as follows:

(1) As regards Powers adopting Section III and the Annex thereto, the said proceeds and cash assets shall be credited to the Power of which the owner is a national, through the Clearing Office established thereunder; any credit balance in favour of Hungary resulting therefrom shall be dealt with as provided in Article 173, Part VIII (Reparation) of the present Treaty.

(2) As regards Powers not adopting Section III and the Annex thereto, the proceeds of the property, rights and interests, and the cash assets, of the nationals of Allied or Associated Powers held by Hungary shall be paid immediately to the person entitled thereto or to his Government; the proceeds of the property, rights and interests, and the cash assets, of nationals of the former Kingdom of Hungary, or companies controlled by them, as defined in paragraph (*b*), received by an Allied or Associated Power shall be subject to disposal by such Power in accordance with its laws and regulations and may be applied in payment of the claims and debts defined by this Article or paragraph 4 of the Annex hereto. Any such property, rights and interests or proceeds thereof or cash assets not used as above provided may be retained by the said Allied or Associated Power, and if retained, the cash value thereof shall be dealt with as provided in Article 173, Part VIII (Reparation) of the present Treaty.

(*i*) Subject to the provisions of Article 250, in the case of liquidations effected in new States, which are signatories of the present Treaty as Allied and Associated Powers, or in States which are not entitled to share in the reparation payments to be made by Hungary, the proceeds of liquidations effected by such States shall, subject to the rights of the Reparation Commission under the present Treaty, particularly under Articles 165, Part VIII (Reparation) and 194, Part IX (Financial Clauses), be paid direct to the owner. If, on the application of that owner, the Mixed Arbitral Tribunal provided for by Section VI of this Part, or an arbitrator appointed by that Tribunal, is satisfied that the conditions of the sale or measures taken by the Government of the State in question outside its general legislation were unfairly prejudicial to the price obtained, they shall have discretion to award to the owner equitable compensation to be paid by that State.

(*j*) Hungary undertakes to compensate her nationals in respect of the sale or retention of their property, rights or interests in Allied or Associated States.

(*k*) The amount of all taxes or imposts on capital levied or to be levied by Hungary on the property, rights and interests of the nationals of the Allied or Associated Powers from November 3, 1918, until three months from the coming into force of the present Treaty, or, in the case of property, rights or interests which have been subjected to exceptional measures of war, until restitution in accordance with the present Treaty, shall be restored to the owners.

II. Subject to the preceding provisions, all measures other than those above referred to taken by the *de jure* or *de facto* authorities in the territory of the former Kingdom of Hungary between November 3, 1918, and the coming into force of the present Treaty, and causing injury to the property, rights and interests of the Allied and Associated Powers or their nationals, including companies and associations in which they were interested, are declared null and void.

The provisions of paragraphs (*a*), (*e*), (*f*), (*h*) and (*k*) above apply to property, rights and interests which belong to nationals of the Allied and Associated Powers, including companies and associations in which they were interested, and which have been the subject of injurious measures such as expropriation, confiscation, seizure, requisition, destruction or deterioration effected as the result either of laws or regulations or of acts of violence on the part of the *de jure* or *de facto* authorities which have existed in Hungary, or of the Hungarian population.

III. Companies and associations include in particular the Orthodox Greek communities established in Buda-Pesth and other Hungarian towns, as well as pious and other foundations, when nationals of the Allied and Associated Powers are interested in such communities or foundations.

IV. No forfeiture on account of failure to complete any formality or make any declaration imposed by Hungarian laws or decrees promulgated since the Armistice and before the coming into force of the present Treaty shall be valid as against nationals of the Allied and Associated Powers, including companies and associations in which they were interested.

#### ARTICLE 233

Hungary undertakes, with regard to the property, rights and interests, including companies and associations in which they were interested, restored to nationals of Allied and Associated Powers in accordance with the provisions of Article 232:

(*a*) to restore and maintain, except as expressly provided in the present Treaty, the property, rights and interests of the nationals of Allied or Associated Powers in the legal position obtaining in respect of the property, rights and interests of nationals of the former Kingdom of Hungary under the laws in force before the war;

(*b*) not to subject the property, rights or interests of the nationals of the Allied or Associated Powers to any measures in derogation of property rights which are not applied equally to the property, rights and interests of Hungarian nationals, and to pay adequate compensation in the event of the application of these measures.

## ANNEX

### 1

In accordance with the provisions of Article 232, paragraph (*d*), the validity of vesting orders and of orders for the winding up of businesses or companies, and of any other orders, directions, decisions or instructions of any court or any department of the Government of any of the High Contracting Parties made or given, or purporting to be made or given, in pursuance of war legislation with regard to enemy property, rights and interests is confirmed. The interests of all persons shall be regarded as having been effectively dealt with by any order, direction, decision or instruction dealing with property in which they may be interested, whether or not such interests are specifically mentioned in the order, direction, decision or instruction. No question shall be raised as to the regularity of a transfer of any property, rights or interests dealt with in pursuance of any such order, direction, decision or instruction. Every action taken with regard to any property, business or company, whether as regards its investigation, sequestration, compulsory administration, use, requisition, supervision or winding up, the sale or management of property, rights or interests, the collection or discharge of debts, the payment of costs, charges or expenses, or any other matter whatsoever, in pursuance of orders, directions, decisions or instructions of any court or of any department of the Government of any of the High Contracting Parties, made or given, or purporting to be made or given, in pursuance of war legislation with regard to enemy property, rights or interests, is confirmed. Provided that the provisions of this paragraph shall not be held to prejudice the titles to property heretofore acquired in good faith and for value and in accordance with the laws of the country in which the property is situated by nationals of the Allied and Associated Powers.

The provisions of this paragraph do not apply to such of the above-mentioned measures as have been taken by the former Austro-Hungarian Government in invaded or occupied territory, nor to such of the above-mentioned measures as have been taken by Hungary or the Hungarian authorities since November 3, 1918, all of which measures shall be void.

### 2

No claim or action shall be made or brought against any Allied or Associated Power or against any person acting on behalf of or under the direction

of any legal authority or department of the Government of such a Power by Hungary or by any Hungarian national or by or on behalf of any national of the former Kingdom of Hungary wherever resident in respect of any act or omission with regard to his property, rights or interests during the war or in preparation for the war. Similarly no claim or action shall be made or brought against any person in respect of any act or omission under or in accordance with the exceptional war measures, laws or regulations of any Allied or Associated Power.

## 3

In Article 232 and this Annex the expression "exceptional war measures" includes measures of all kinds, legislative, administrative, judicial or others, that have been taken or will be taken hereafter with regard to enemy property, and which have had or will have the effect of removing from the proprietors the power of disposition over their property, though without affecting the ownership, such as measures of supervision, of compulsory administration, and of sequestration; or measures which have had or will have as an object the seizure of, the use of, or the interference with enemy assets, for whatsoever motive, under whatsoever form or in whatsoever place. Acts in the execution of these measures include all detentions, instructions, orders or decrees of Government departments or courts applying these measures to enemy property, as well as acts performed by any person connected with the administration or the supervision of enemy property, such as the payment of debts, the collecting of credits, the payment of any costs, charges or expenses, or the collecting of fees.

Measures of transfer are those which have affected or will affect the ownership of enemy property by transferring it in whole or in part to a person other than the enemy owner, and without his consent, such as measures directing the sale, liquidation or devolution of ownership in enemy property, or the cancelling of titles or securities.

## 4

All property, rights and interests of nationals of the former Kingdom of Hungary within the territory of any Allied or Associated Power and the net proceeds of their sale, liquidation or other dealing therewith may be charged by that Allied or Associated Power in the first place with payment of amounts due in respect of claims by the nationals of that Allied or Associated Power with regard to their property, rights and interests, including companies and associations in which they are interested, in territory of the former Kingdom of Hungary or debts owing to them by Hungarian nationals, and with payment of claims growing out of acts committed by the former Austro-Hungarian Government or by any Hungarian authorities since July 28, 1914, and before that Allied or Associated Power entered into the war. The amount of such claims may be assessed by an arbitrator appointed by M. Gustave Ador,

if he is willing, or if no such appointment is made by him, by an arbitrator appointed by the Mixed Arbitral Tribunal provided for in Section VI. They may be charged in the second place with payment of the amounts due in respect of claims by the nationals of such Allied or Associated Power with regard to their property, rights and interests in the territory of other enemy Powers, in so far as those claims are otherwise unsatisfied.

## 5

Notwithstanding the provisions of Article 232, where immediately before the outbreak of war a company incorporated in an Allied or Associated State had rights in common with a company controlled by it and incorporated in Hungary to the use of trade-marks in third countries, or enjoyed the use in common with such company of unique means of reproduction of goods or articles for sale in third countries, the former company shall alone have the right to use these trade-marks in third countries to the exclusion of the Hungarian company, and these unique means of reproduction shall be handed over to the former company, notwithstanding any action taken under war legislation in force in the Austro-Hungarian Monarchy with regard to the latter company or its business, industrial property or shares. Nevertheless, the former company, if requested, shall deliver to the latter company derivative copies permitting the continuation of reproduction of articles for use in Hungary.

## 6

Up to the time when restitution is carried out in accordance with Article 232, Hungary is responsible for the conservation of property, rights and interests of the nationals of Allied or Associated Powers, including companies and associations in which they are interested, that have been subjected by her to exceptional war measures.

## 7

Within one year from the coming into force of the present Treaty the Allied or Associated Powers will specify the property, rights and interests over which they intend to exercise the right provided in Article 232, paragraph (f).

## 8

The restitution provided in Article 232 will be carried out by order of the Hungarian Government or of the authorities which have been substituted for it. Detailed accounts of the action of administrators shall be furnished to the interested persons by the Hungarian authorities upon request, which may be made at any time after the coming into force of the present Treaty.

## 9

Until completion of the liquidation provided for by Article 232, paragraph (b), the property, rights and interests of the persons referred to in that paragraph will continue to be subject to exceptional war measures that have been or will be taken with regard to them.

## 10

Hungary will, within six months from the coming into force of the present Treaty, deliver to each Allied or Associated Power all securities, certificates, deeds or other documents of title held by its nationals and relating to property, rights or interests situated in the territory of that Allied or Associated Power, including any shares, stock, debentures, debenture stock or other obligations of any company incorporated in accordance with the laws of that Power.

Hungary will at any time on demand of any Allied or Associated Power furnish such information as may be required with regard to the property, rights and interests of Hungarian nationals within the territory of such Allied or Associated Power, or with regard to any transactions concerning such property, rights or interests effected since July 1, 1914.

## 11

The expression "cash assets" includes all deposits or funds established before or after the existence of a state of war, as well as all assets coming from deposits, revenues, or profits collected by administrators, sequestrators, or others from funds placed on deposit or otherwise, but does not include sums belonging to the Allied or Associated Powers or to their component States, Provinces or Municipalities.

## 12

All investments wheresoever effected with the cash assets of nationals of the High Contracting Parties, including companies and associations in which such nationals were interested, by persons responsible for the administration of enemy properties or having control over such administration, or by order of such persons or of any authority whatsoever, shall be annulled. These cash assets shall be accounted for irrespective of any such investment.

## 13

Within one month from the coming into force of the present Treaty, or on demand at any time, Hungary will deliver to the Allied and Associated Powers all accounts, vouchers, records, documents and information of any kind which may be within Hungarian territory, and which concern the property, rights and interests of the nationals of those Powers, including companies and as-

sociations in which they are interested, that have been subjected to an exceptional war measure, or to a measure of transfer either in the territory of the former Kingdom of Hungary or in territory occupied by that Kingdom or its allies.

The controllers, supervisors, managers, administrators, sequestrators, liquidators and receivers shall be personally responsible under guarantee of the Hungarian Government for the immediate delivery in full of these accounts and documents, and for their accuracy.

## 14

The provisions of Article 232 and this Annex relating to property, rights and interests in an enemy country, and the proceeds of the liquidation thereof, apply to debts, credits and accounts, Section III regulating only the method of payment.

In the settlement of matters provided for in Article 232 between Hungary and the Allied or Associated Powers, their colonies or protectorates, or any one of the British Dominions or India, in respect of any of which a declaration shall not have been made that they adopt Section III, and between their respective nationals, the provisions of Section III respecting the currency in which payment is to be made and the rate of exchange and of interest shall apply unless the Government of the Allied or Associated Power concerned shall within six months of the coming into force of the present Treaty notify Hungary that one or more of the said provisions are not to be applied.

## 15

The provisions of Article 232 and this Annex apply to industrial, literary and artistic property which has been or will be dealt with in the liquidation of property, rights, interests, companies or businesses under war legislation by the Allied or Associated Powers, or in accordance with stipulations of Article 232, paragraph (b).

## SECTION V

*Contracts, Prescriptions, Judgments*

## ARTICLE 234

(a) Any contract concluded between enemies shall be regarded as having been dissolved as from the time when any two of the parties became enemies, except in respect of any debt or other pecuniary obligation arising out of any act done or money paid thereunder, and subject to the exceptions and special rules with regard to particular contracts or classes of contracts contained herein or in the Annex hereto.

(b) Any contract of which the execution shall be required in the general interest, within six months from the date of the coming into force of the present Treaty, by the Government of the Allied or Associated Power of

which one of the parties is a national, shall be excepted from dissolution under this Article.

When the execution of the contract thus kept alive would, owing to the alteration of trade conditions, cause one of the parties substantial prejudice the Mixed Arbitral Tribunal provided for by Section VI shall be empowered to grant to the prejudiced party equitable compensation.

(*c*) Having regard to the provisions of the constitution and law of the United States of America and of Japan, neither the present Article, nor Article 235, nor the Annex hereto shall apply to contracts made between nationals of these States and nationals of the former Kingdom of Hungary; nor shall Article 240 apply to the United States of America or its nationals.

(*d*) The present Article and the Annex hereto shall not apply to contracts the parties to which became enemies by reason of one of them being an inhabitant of territory of which the sovereignty has been transferred, if such party shall acquire under the present Treaty the nationality of an Allied or Associated Power, nor shall they apply to contracts between nationals of the Allied and Associated Powers between whom trading has been prohibited by reason of one of the parties being in Allied or Associated territory in the occupation of the enemy.

(*e*) Nothing in the present Article or the Annex hereto shall be deemed to invalidate a transaction lawfully carried out in accordance with a contract between enemies if it has been carried out with the authority of one of the belligerent Powers.

#### ARTICLE 235

(*a*) All periods of prescription, or limitation of right of action, whether they began to run before or after the outbreak of war, shall be treated in the territory of the High Contracting Parties, so far as regards relations between enemies, as having been suspended for the duration of the war. They shall begin to run again at earliest three months after the coming into force of the present Treaty. This provision shall apply to the period prescribed for the presentation of interest or dividend coupons or for the presentation for repayment of securities drawn for repayment or repayable on any other ground.

(*b*) Where, on account of failure to perform any act or comply with any formality during the war, measures of execution have been taken in the territory of the former Kingdom of Hungary to the prejudice of a national of an Allied or Associated Power, the claim of such national shall, if the matter does not fall within the competence of the Courts of an Allied or Associated Power, be heard by the Mixed Arbitral Tribunal provided for by Section VI.

(*c*) Upon the application of any interested person who is a national of an Allied or Associated Power the Mixed Arbitral Tribunal shall order the restoration of the rights which have been prejudiced by the measures of execution referred to in paragraph (*b*), wherever, having regard to the particular circumstances of the case, such restoration is equitable and possible.

If such restoration is inequitable or impossible the Mixed Arbitral Tribunal may grant compensation to the prejudiced party to be paid by the Hungarian Government.

(*d*) Where a contract between enemies has been dissolved by reason either of failure on the part of either party to carry out its provisions or of the exercise of a right stipulated in the contract itself the party prejudiced may apply to the Mixed Arbitral Tribunal for relief. The Tribunal will have the powers provided for in paragraph (*c*).

(*e*) The provisions of the preceding paragraphs of this Article shall apply to the nationals of Allied and Associated Powers who have been prejudiced by reason of measures referred to above taken by the authorities of the former Hungarian Government in invaded or occupied territory, if they have not been otherwise compensated.

(*f*) Hungary shall compensate any third party who may be prejudiced by any restitution or restoration ordered by the Mixed Arbitral Tribunal under the provisions of the preceding paragraphs of this Article.

(*g*) As regards negotiable instruments, the period of three months provided under paragraph (*a*) shall commence as from the date on which any exceptional regulations applied in the territories of the interested Power with regard to negotiable instruments shall have definitely ceased to have force.

#### ARTICLE 236

As between enemies no negotiable instrument made before the war shall be deemed to have become invalid by reason only of failure within the required time to present the instrument for acceptance or payment or to give notice of non-acceptance or non-payment to drawers or indorsers or to protest the instrument, nor by reason of failure to complete any formality during the war.

Where the period within which a negotiable instrument should have been presented for acceptance or for payment, or within which notice of non-acceptance or non-payment should have been given to the drawer or indorser, or within which the instrument should have been protested, has elapsed during the war, and the party who should have presented or protested the instrument or have given notice of non-acceptance or non-payment has failed to do so during the war, a period of not less than three months from the coming into force of the present Treaty shall be allowed within which presentation, notice of non-acceptance or non-payment or protest may be made.

#### ARTICLE 237

Judgments given by the Courts of an Allied or Associated Power in all cases which, under the present Treaty, they are competent to decide, shall be recognised in Hungary as final, and shall be enforced without it being necessary to have them declared executory.

If a judgment or measure of execution in respect of any dispute which may

have arisen has been given during the war by a judicial authority of the former Kingdom of Hungary against a national of an Allied or Associated Power, or a company or association in which one of such nationals was interested, in a case in which either such national or such company or association was not able to make their defence, the Allied and Associated national who has suffered prejudice thereby shall be entitled to recover compensation to be fixed by the Mixed Arbitral Tribunal provided for in Section VI.

At the instance of the national of the Allied or Associated Power the compensation above-mentioned may, upon order to that effect of the Mixed Arbitral Tribunal, be effected where it is possible by replacing the parties in the situation which they occupied before the judgment was given by the Hungarian Court.

The above compensation may likewise be obtained before the Mixed Arbitral Tribunal by the nationals of Allied or Associated Powers who have suffered prejudice by judicial measures taken in invaded or occupied territories, if they have not been otherwise compensated.

#### ARTICLE 238

For the purpose of Sections III, IV, V and VII, the expression "during the war" means for each Allied or Associated Power the period between the commencement of the state of war between that Power and the former Austro-Hungarian Monarchy and the coming into force of the present Treaty.

#### ANNEX

##### I. *General Provisions*

###### 1

Within the meaning of Articles 234, 235 and 236, the parties to a contract shall be regarded as enemies when trading between them shall have been prohibited by or otherwise become unlawful under laws, orders or regulations to which one of those parties was subject. They shall be deemed to have become enemies from the date when such trading was prohibited or otherwise became unlawful.

###### 2

The following classes of contracts are excepted from dissolution by Article 234 and, without prejudice to the rights contained in Article 232(b), remain in force subject to the application of domestic laws, orders or regulations made during the war by the Allied and Associated Powers and subject to the terms of the contracts:

(a) Contracts having for their object the transfer of estates or of real or personal property where the property therein had passed or the object had been delivered before the parties became enemies;

- (b) Leases and agreements for leases of land and houses;
- (c) Contracts of mortgage, pledge or lien;
- (d) Concessions concerning mines, quarries or deposits;
- (e) Contracts between individuals or companies and States, provinces, municipalities or other similar juridical persons charged with administrative functions, and concessions granted by States, provinces, municipalities or other similar juridical persons charged with administrative functions.

## 3

If the provisions of a contract are in part dissolved under Article 234, the remaining provisions of that contract shall, subject to the same application of domestic laws as is provided for in paragraph 2, continue in force if they are severable, but where they are not severable the contract shall be deemed to have been dissolved in its entirety.

## II. *Provisions Relating to Certain Classes of Contracts*

### STOCK EXCHANGE AND COMMERCIAL EXCHANGE CONTRACTS

## 4

(a) Rules made during the war by any recognised Exchange or Commercial Association providing for the closure of contracts entered into before the war by an enemy are confirmed by the High Contracting Parties, as also any action taken thereunder, provided:

- (1) that the contract was expressed to be made subject to the rules of the Exchange or Association in question;
- (2) that the rules applied to all persons concerned;
- (3) that the conditions attaching to the closure were fair and reasonable.

(b) The preceding paragraphs shall not apply to rules made during the occupation by Exchanges or Commercial Associations in the districts occupied by the enemy.

(c) The closure of contracts relating to cotton "futures," which were closed as on July 31, 1914, under the decision of the Liverpool Cotton Association, is also confirmed.

### SECURITY

## 5

The sale of a security held for an unpaid debt owing by an enemy shall be deemed to have been valid irrespective of notice to the owner if the creditor acted in good faith and within reasonable care and prudence, and no claim by the debtor on the ground of such sale shall be admitted.

This stipulation shall not apply to any sale of securities effected by an enemy during the occupation in regions invaded or occupied by the enemy.

#### NEGOTIABLE INSTRUMENTS

### 6

As regards Powers which adopt Section III and the Annex thereto the pecuniary obligations existing between enemies and resulting from the issue of negotiable instruments shall be adjusted in conformity with the said Annex by the instrumentality of the Clearing Offices, which shall assume the rights of the holder as regards the various remedies open to him.

### 7

If a person has either before or during the war become liable upon a negotiable instrument in accordance with an undertaking given to him by a person who has subsequently become an enemy, the latter shall remain liable to indemnify the former in respect of his liability notwithstanding the outbreak of war.

### III. *Contracts of Insurance*

### 8

Contracts of insurance entered into by any person with another person who subsequently became an enemy will be dealt with in accordance with the following paragraphs.

#### FIRE INSURANCE

### 9

Contracts for the insurance of property against fire entered into by a person interested in such property with another person who subsequently became an enemy shall not be deemed to have been dissolved by the outbreak of war, or by the fact of the person becoming an enemy, or on account of the failure during the war and for a period of three months thereafter to perform his obligations under the contract, but they shall be dissolved at the date when the annual premium becomes payable for the first time after the expiration of a period of three months after the coming into force of the present Treaty.

A settlement shall be effected of unpaid premiums which became due during the war or of claims for losses which occurred during the war.

### 10

Where by administrative or legislative action an insurance against fire effected before the war has been transferred during the war from the original

to another insurer, the transfer will be recognised and the liability of the original insurer will be deemed to have ceased as from the date of the transfer. The original insurer will, however, be entitled to receive on demand full information as to the terms of the transfer, and if it should appear that these terms were not equitable they shall be amended so far as may be necessary to render them equitable.

Furthermore, the insured shall, subject to the concurrence of the original insurer, be entitled to retransfer the contract to the original insurer as from the date of the demand.

#### LIFE INSURANCE

### 11

Contracts of life insurance entered into between an insurer and a person who subsequently became an enemy shall not be deemed to have been dissolved by the outbreak of war, or by the fact of the person becoming an enemy.

Any sum which during the war became due upon a contract deemed not to have been dissolved under the preceding provision shall be recoverable after the war with the addition of interest at five per cent. per annum from the date of its becoming due up to the day of payment.

Where the contract has lapsed during the war owing to non-payment of premiums, or has become void from breach of the conditions of the contract, the assured or his representatives or the persons entitled shall have the right at any time within twelve months of the coming into force of the present Treaty to claim from the insurer the surrender value of the policy at the date of its lapse or avoidance.

Where the contract has lapsed during the war owing to non-payment of premiums the payment of which has been prevented by the enforcement of measures of war, the assured or his representative or the persons entitled shall have the right to restore the contract on payment of the premiums with interest at five per cent. per annum within three months from the coming into force of the present Treaty.

### 12

Where contracts of life insurance have been entered into by a local branch of an insurance company established in a country which subsequently became an enemy country, the contract shall, in the absence of any stipulation to the contrary in the contract itself, be governed by the local law, but the insurer shall be entitled to demand from the insured or his representatives the refund of sums paid on claims made or enforced under measures taken during the war, if the making or enforcement of such claims was not in accordance with the terms of the contract itself or was not consistent with the laws or treaties existing at the time when it was entered into.

## 13

In any case where by the law applicable to the contract the insurer remains bound by the contract notwithstanding the non-payment of premiums until notice is given to the insured of the termination of the contract, he shall be entitled, where the giving of such notice was prevented by the war, to recover the unpaid premiums with interest at five per cent. per annum from the insured.

## 14

Insurance contracts shall be considered as contracts of life assurance for the purpose of paragraphs 11 to 13 when they depend on the probabilities of human life combined with the rate of interest for the calculation of the reciprocal engagements between the two parties.

## MARINE INSURANCE

## 15

Contracts of marine insurance including time policies and voyage policies entered into between an insurer and a person who subsequently became an enemy shall be deemed to have been dissolved on his becoming an enemy, except in cases where the risk undertaken in the contract had attached before he became an enemy.

Where the risk has not attached, money paid by way of premium or otherwise shall be recoverable from the insurer.

Where the risk had attached effect shall be given to the contract notwithstanding the party becoming an enemy, and sums due under the contract either by way of premiums or in respect of losses shall be recoverable after the coming into force of the present Treaty.

In the event of any agreement being come to for the payment of interest on sums due before the war to or by the nationals of States which have been at war and recovered after the war, such interest shall in the case of losses recoverable under contracts of marine insurance run from the expiration of a period of one year from the date of the loss.

## 16

No contract of marine insurance with an insured person who subsequently became an enemy shall be deemed to cover losses due to belligerent action by the Power of which the insurer was a national or by the allies or associates of such Power.

## 17

Where it is shown that a person who had before the war entered into a contract of marine insurance with an insurer who subsequently became an enemy entered after the outbreak of war into a new contract covering the

same risk with an insurer who was not an enemy, the new contract shall be deemed to be substituted for the original contract as from the date when it was entered into, and the premiums payable shall be adjusted on the basis of the original insurer having remained liable on the contract only up till the time when the new contract was entered into.

#### OTHER INSURANCE

#### 18

Contracts of insurance entered into before the war between an insurer and a person who subsequently became an enemy, other than contracts dealt with in paragraphs 9 to 17, shall be treated in all respects on the same footing as contracts of fire insurance between the same persons would be dealt with under the said paragraphs.

#### RE-INSURANCE

#### 19

All treaties of re-insurance with a person who became an enemy shall be regarded as having been abrogated by the person becoming an enemy, but without prejudice in the case of life or marine risks which had attached before the war to the right to recover payment after the war for sums due in respect of such risks.

Nevertheless if, owing to invasion, it has been impossible for the re-insured to find another re-insurer, the treaty shall remain in force until three months after the coming into force of the present Treaty.

Where a re-insurance treaty becomes void under this paragraph, there shall be an adjustment of accounts between the parties in respect both of premiums paid and payable and of liabilities for losses in respect of life or marine risks which had attached before the war. In the case of risks other than those mentioned in paragraphs 11 to 17 the adjustments of accounts shall be made as at the date of the parties becoming enemies without regard to claims for losses which may have occurred since that date.

#### 20

The provisions of the preceding paragraph will extend equally to re-insurances existing at the date of the parties becoming enemies of particular risks undertaken by the insurer in a contract of insurance against any risks other than life or marine risks.

#### 21

Re-insurance of life risks effected by particular contracts and not under any general treaty remain in force.

## 22

In case of a re-insurance effected before the war of a contract of marine insurance, the cession of a risk which had been ceded to the re-insurer shall, if it had attached before the outbreak of war, remain valid and effect be given to the contract notwithstanding the outbreak of war; sums due under the contract of re-insurance in respect either of premiums or of losses shall be recoverable after the war.

## 23

The provisions of paragraphs 16 and 17 and the last part of paragraph 15 shall apply to contracts for the re-insurance of marine risks.

## SECTION VI

*Mixed Arbitral Tribunal*

## ARTICLE 239

(a) Within three months from the coming into force of the present Treaty, a Mixed Arbitral Tribunal shall be established between each of the Allied and Associated Powers on the one hand and Hungary on the other hand. Each such Tribunal shall consist of three members. Each of the Governments concerned shall appoint one of these members. The President shall be chosen by agreement between the two Governments concerned.

In case of failure to reach agreement, the President of the Tribunal and two other persons, either of whom may in case of need take his place, shall be chosen by the Council of the League of Nations, or, until this is set up, by M. Gustave Ador if he is willing. These persons shall be nationals of Powers that have remained neutral during the war.

If in case there is a vacancy a Government does not proceed within a period of one month to appoint as provided above a member of the Tribunal, such member shall be chosen by the other Government from the two persons mentioned above other than the President.

The decision of the majority of the members of the Tribunal shall be the decision of the Tribunal.

(b) The Mixed Arbitral Tribunals established pursuant to paragraph (a) shall decide all questions within their competence under Sections III, IV, V and VII.

In addition, all questions, whatsoever their nature, relating to contracts concluded before the coming into force of the present Treaty between nationals of the Allied and Associated Powers and Hungarian nationals shall be decided by the Mixed Arbitral Tribunal, always excepting questions which, under the laws of the Allied, Associated or Neutral Powers, are within the jurisdiction of the national courts of those Powers. Such questions shall be decided by the national courts in question, to the exclusion of the Mixed

Arbitral Tribunal. The party who is a national of an Allied or Associated Power may nevertheless bring the case before the Mixed Arbitral Tribunal if this is not prohibited by the laws of his country.

(c) If the number of cases justifies it, additional members shall be appointed and each Mixed Arbitral Tribunal shall sit in divisions. Each of these divisions will be constituted as above.

(d) Each Mixed Arbitral Tribunal will settle its own procedure except in so far as it is provided in the following Annex, and is empowered to award the sums to be paid by the loser in respect of the costs and expenses of the proceedings.

(e) Each Government will pay the remuneration of the member of the Mixed Arbitral Tribunal appointed by it and of any agent whom it may appoint to represent it before the Tribunal. The remuneration of the President will be determined by special agreement between the Governments concerned; and this remuneration and the joint expenses of each Tribunal will be paid by the two Governments in equal moieties.

(f) The High Contracting Parties agree that their courts and authorities shall render to the Mixed Arbitral Tribunals direct all the assistance in their power, particularly as regards transmitting notices and collecting evidence.

(g) The High Contracting Parties agree to regard the decisions of the Mixed Arbitral Tribunal as final and conclusive, and to render them binding upon their nationals.

#### ANNEX

##### 1

Should one of the members of the Tribunal either die, retire or be unable for any reason whatever to discharge his functions, the same procedure will be followed for filling the vacancy as was followed for appointing him.

##### 2

The Tribunal may adopt such rules of procedure as shall be in accordance with justice and equity and decide the order and time at which each party must conclude its arguments, and may arrange all formalities required for dealing with the evidence.

##### 3

The agent and counsel of the parties on each side are authorised to present orally and in writing to the Tribunal arguments in support or in defence of each case.

##### 4

The Tribunal shall keep record of the questions and cases submitted and the proceedings thereon, with the dates of such proceedings.

## 5

Each of the Powers concerned may appoint a secretary. These secretaries shall act together as joint secretaries of the Tribunal and shall be subject to its direction. The Tribunal may appoint and employ any other necessary officer or officers to assist in the performance of its duties.

## 6

The Tribunal shall decide all questions and matters submitted upon such evidence and information as may be furnished by the parties concerned.

## 7

The High Contracting Parties agree to give the Tribunal all facilities and information required by it for carrying out its investigations.

## 8

The language in which the proceedings shall be conducted shall, unless otherwise agreed, be English, French, Italian or Japanese, as may be determined by the Allied or Associated Power concerned.

## 9

The place and time for the meetings of each Tribunal shall be determined by the President of the Tribunal.

## ARTICLE 240

Whenever a competent court has given or gives a decision in a case covered by Sections III, IV, V or VII, and such decision is inconsistent with the provisions of such Sections, the party who is prejudiced by the decision shall be entitled to obtain redress which shall be fixed by the Mixed Arbitral Tribunal. At the request of the national of an Allied or Associated Power, the redress may, whenever possible, be effected by the Mixed Arbitral Tribunal directing the replacement of the parties in the position occupied by them before the judgment was given by the court of the former Kingdom of Hungary.

## SECTION VII

*Industrial Property*

## ARTICLE 241

Subject to the stipulations of the present Treaty, rights of industrial, literary and artistic property, as such property is defined by the International Conventions of Paris and of Berne, mentioned in Articles 220 and 222, shall be re-established or restored, as from the coming into force of the present

Treaty, in the territories of the High Contracting Parties, in favour of the persons entitled to the benefit of them at the moment when the state of war commenced, or their legal representatives. Equally, rights which, except for the war, would have been acquired during the war in consequence of an application made for the protection of industrial property, or the publication of a literary or artistic work, shall be recognised and established in favour of those persons who would have been entitled thereto, from the coming into force of the present Treaty.

Nevertheless, all acts done by virtue of the special measures taken during the war under legislative, executive or administrative authority of any Allied or Associated Power in regard to the rights of nationals of the former Kingdom of Hungary in industrial, literary or artistic property shall remain in force and shall continue to maintain their full effect.

No claim shall be made or action brought by Hungary or Hungarian nationals or by or on behalf of nationals of the former Kingdom of Hungary in respect of the use during the war by the Government of any Allied or Associated Power, or by any persons acting on behalf or with the assent of such Government of any rights in industrial, literary or artistic property, nor in respect of the sale, offering for sale, or use of any products, articles or apparatus whatsoever to which such rights applied.

Unless the legislation of any one of the Allied or Associated Powers in force at the moment of the signature of the present Treaty otherwise directs, sums due or paid in respect of the property of persons referred to in Article 232 (*b*) in virtue of any act or operation resulting from the execution of the special measures mentioned in the second paragraph of this Article shall be dealt with in the same way as other sums due to such persons are directed to be dealt with by the present Treaty; and sums produced by any special measures taken by the Government of the former Kingdom of Hungary in respect of rights in industrial, literary or artistic property belonging to the nationals of the Allied or Associated Powers shall be considered and treated in the same way as other debts due from Hungarian nationals.

Each of the Allied and Associated Powers reserves to itself the right to impose such limitations, conditions or restrictions on rights of industrial, literary or artistic property (with the exception of trademarks) acquired before or during the war, or which may be subsequently acquired in accordance with its legislation, by Hungarian nationals, whether by granting licences, or by the working, or by preserving control over their exploitation, or in any other way, as may be considered necessary for national defence, or in the public interest, or for assuring the fair treatment by Hungary of the rights of industrial, literary and artistic property held in Hungarian territory by its nationals, or for securing the due fulfillment of all the obligations undertaken by Hungary in the present Treaty. As regards rights of industrial, literary and artistic property acquired after the coming into force of the present Treaty,

the right so reserved by the Allied and Associated Powers shall only be exercised in cases where these limitations, conditions or restrictions may be considered necessary for national defence or in the public interest.

In the event of the application of the provisions of the preceding paragraph by any Allied or Associated Power, there shall be paid reasonable indemnities or royalties, which shall be dealt with in the same way as other sums due to Hungarian nationals are directed to be dealt with by the present Treaty.

Each of the Allied or Associated Powers reserves the right to treat as void and of no effect any transfer in whole or in part of or other dealing with rights of or in respect of industrial, literary or artistic property effected after July 28, 1914, or in the future, which would have the result of defeating the objects of the provisions of this Article.

The provisions of this Article shall not apply to rights in industrial, literary or artistic property which have been dealt with in the liquidation of businesses or companies under war legislation by the Allied or Associated Powers, or which may be so dealt with by virtue of Article 232, paragraph (b).

#### ARTICLE 242

A minimum of one year after the coming into force of the present Treaty shall be accorded to the nationals of the High Contracting Parties, without extension fees or other penalty, in order to enable such persons to accomplish any act, fulfil any formality, pay any fees, and generally satisfy any obligation prescribed by the laws or regulations of the respective States relating to the obtaining, preserving or opposing rights to, or in respect of, industrial property either acquired before July 28, 1914, or which, except for the war, might have been acquired since that date as a result of an application made before the war or during its continuance, but nothing in this Article shall give any right to re-open interference proceedings in the United States of America where a final hearing has taken place.

All rights in, or in respect of, such property which may have lapsed by reason of any failure to accomplish any act, fulfil any formality, or make any payment, shall revive, but subject in the case of patents and designs to the imposition of such conditions as each Allied or Associated Power may deem reasonably necessary for the protection of persons who have manufactured or made use of the subject-matter of such property while the rights had lapsed. Further, where rights to patents or designs belonging to Hungarian nationals are revived under this Article, they shall be subject in respect of the grant of licences to the same provisions as would have been applicable to them during the war, as well as to all the provisions of the present Treaty.

The period from July 28, 1914, until the coming into force of the present Treaty shall be excluded in considering the time within which a patent should

be worked or a trade mark or design used, and it is further agreed that no patent, registered trade mark or design in force on July 28, 1914, shall be subject to revocation or cancellation by reason only of the failure to work such patent or use such trade mark or design for two years after the coming into force of the present Treaty.

#### ARTICLE 243

The rights of priority provided by Article 4 of the International Convention for the Protection of Industrial Property of Paris of March 20, 1883, revised at Washington in 1911, or by any other Convention or Statute, for the filing or registration of applications for patents or models of utility, and for the registration of trade marks, designs and models which had not expired on July 28, 1914, and those which have arisen during the war, or would have arisen but for the war, shall be extended by each of the High Contracting Parties in favour of all nationals of the other High Contracting Parties for a period of six months after the coming into force of the present Treaty.

Nevertheless, such extension shall in no way affect the right of any of the High Contracting Parties or of any person who before the coming into force of the present Treaty was *bonâ fide* in possession of any rights of industrial property conflicting with rights applied for by another who claims rights of priority in respect of them, to exercise such rights by itself or himself personally, or by such agents or licensees as derived their rights from it or him before the coming into force of the present Treaty; and such persons shall not be amenable to any action or other process of law in respect of infringement.

#### ARTICLE 244

No action shall be brought and no claim made by nationals of the former Kingdom of Hungary, or by persons residing or carrying on business within the territory of that Kingdom on the one part, and on the other part by persons residing or carrying on business in the territory of the Allied or Associated Powers, or persons who are nationals of such Powers respectively, or by any one deriving title during the war from such persons, by reason of any action which has taken place within the territory of the other party between the date of the existence of a state of war and that of the coming into force of the present Treaty, which might constitute an infringement of the rights of industrial property or rights of literary and artistic property, either existing at any time during the war or revived under the provisions of Articles 242 and 243.

Equally, no action for infringement of industrial, literary or artistic property rights by such persons shall at any time be permissible in respect of the sale or offering for sale for a period of one year after the signature of the present Treaty in the territories of the Allied or Associated Powers on the

one hand or Hungary on the other, of products or articles manufactured, or of literary or artistic works published, during the period between the existence of a state of war and the signature of the present Treaty, or against those who have acquired and continue to use them. It is understood, nevertheless, that this provision shall not apply when the possessor of the rights was domiciled or had an industrial or commercial establishment in the districts occupied by the Austro-Hungarian armies during the war.

This Article shall not apply as between the United States of America on the one hand and Hungary on the other.

#### ARTICLE 245

Licences in respect of industrial, literary or artistic property concluded before the war between nationals of the Allied or Associated Powers or persons residing in their territory or carrying on business therein, on the one part, and nationals of the former Kingdom of Hungary, on the other part, shall be considered as cancelled as from the date of the existence of a state of war between the former Austro-Hungarian Monarchy and the Allied or Associated Power. But, in any case, the former beneficiary of a contract of this kind shall have the right, within a period of six months after the coming into force of the present Treaty, to demand from the proprietor of the rights the grant of a new licence, the conditions of which, in default of agreement between the parties, shall be fixed by the duly qualified tribunal in the country under whose legislation the rights had been acquired, except in the case of licences held in respect of rights acquired under the law of the former Kingdom of Hungary. In such cases the conditions shall be fixed by the Mixed Arbitral Tribunal referred to in Section VI of this Part. The tribunal may, if necessary, fix also the amount which it may deem just should be paid by reason of the use of the rights during the war.

No licence in respect of industrial, literary or artistic property, granted under the special war legislation of any Allied or Associated Power, shall be affected by the continued existence of any licence entered into before the war, but shall remain valid and of full effect, and a licence so granted to the former beneficiary of a licence entered into before the war shall be considered as substituted for such licence.

Where sums have been paid during the war in respect of the rights of persons referred to in Article 232 (*b*) by virtue of a licence or agreement concluded before the war in respect of rights of industrial property or for the reproduction or the representation of literary, dramatic or artistic works, these sums shall be dealt with in the same manner as other debts or credits of such persons as provided by the present Treaty.

This Article shall not apply as between the United States of America on the one hand and Hungary on the other.

## SECTION VIII

*Special Provisions Relating to Transferred Territory*

## ARTICLE 246

Of the individuals and juridical persons previously nationals of the former Kingdom of Hungary, including Bosnia-Herzegovinians, those who acquire *ipso facto* under the present Treaty the nationality of an Allied or Associated Power are designated in the provisions which follow by the expression "nationals of the former Kingdom of Hungary"; the remainder are designated by the expression "Hungarian nationals."

## ARTICLE 247

The inhabitants of territories transferred by virtue of the present Treaty shall, notwithstanding this transfer and the change of nationality consequent thereon, continue to enjoy in Hungary all the rights in industrial, literary and artistic property to which they were entitled under the legislation in force at the time of the transfer.

## ARTICLE 248

The questions concerning the nationals of the former Kingdom of Hungary, as well as Hungarian nationals, their rights, privileges and property, which are not dealt with in the present Treaty, or in the Treaty prepared for the purpose of regulating certain immediate relations between the States to which territory of the former Austro-Hungarian Monarchy has been transferred, or arising from the dismemberment of that Monarchy, shall form the subject of special conventions between the States concerned, including Hungary; such conventions shall not in any way conflict with the provisions of the present Treaty.

For this purpose it is agreed that within three months from the coming into force of the present Treaty a Conference of delegates of the States in question shall take place.

## ARTICLE 249

The Hungarian Government shall without delay restore to nationals of the former Kingdom of Hungary their property, rights and interests situated in Hungarian territory.

The amount of taxes and imposts on capital which have been levied or increased on the property, rights and interests of nationals of the former Kingdom of Hungary since November 3, 1918, or which shall be levied or increased until restitution in accordance with the provisions of the present Treaty, or, in the case of property, rights and interests which have not been subjected to exceptional measures of war, until three months from the coming into force of the present Treaty, shall be returned to the owners.

The property, rights and interests restored shall not be subject to any tax levied in respect of any other property or any other business owned by the same person after such property had been removed from Hungary or such business had ceased to be carried on therein.

If taxes of any kind have been paid in anticipation in respect of property, rights and interests removed from Hungary, the proportion of such taxes paid for any period subsequent to the removal of the property, rights and interests in question shall be returned to the owners.

Cash assets shall be paid in the currency and at the rate of exchange provided for in the case of debts under Articles 231 (*d*) and 254.

Legacies, donations and funds given or established in the former Kingdom of Hungary for the benefit of nationals of that Kingdom shall be placed by Hungary, so far as the funds in question are in her territory, at the disposition of the Allied or Associated Power of which the persons in question are now, or become, under the provisions of the present Treaty, or of any Treaties concluded for the purpose of completing the present settlement, nationals, in the conditions in which these funds were on July 28, 1914, taking account of payments properly made for the purpose of the trust.

Where under the terms of family trusts which continue to be administered by the Hungarian State the rights of the beneficiaries are subject to their retaining Hungarian nationality, the presumptive beneficiaries will retain their right to pensions, expenses of education, dowries and similar privileges, even if they acquire now or subsequently, under the present Treaty or any Treaties concluded for the purpose of completing the present settlement, the nationality of one of the States to which territory of the former Kingdom of Hungary is transferred by the said Treaties.

Where in consequence of the extinction of a family in whose favour such a trust had been constituted the funds would revert to the Hungarian State or to an institution of that State, such right of succession will pass to the State to which the last beneficiary belonged.

#### ARTICLE 250

Notwithstanding the provisions of Article 232 and the Annex to Section IV the property, rights and interests of Hungarian nationals or companies controlled by them situated in the territories which formed part of the former Austro-Hungarian Monarchy shall not be subject to retention or liquidation in accordance with these provisions.

Such property, rights and interests shall be restored to their owners freed from any measure of this kind, or from any other measure of transfer, compulsory administration or sequestration, taken since November 3, 1918, until the coming into force of the present Treaty, in the condition in which they were before the application of the measures in question.

Claims made by Hungarian nationals under this Article shall be submitted to the Mixed Arbitral Tribunal provided for by Article 239.

The property, rights and interests here referred to do not include property which is the subject of Article 191, Part IX (Financial Clauses).

Nothing in this Article shall affect the provisions laid down in Part VIII (Reparation) Section I, Annex III as to property of Hungarian nationals in ships and boats.

#### ARTICLE 251

All contracts for the sale of goods for delivery by sea concluded before January 1, 1917, between nationals of the former Kingdom of Hungary of the one part and the administrations of the former Austro-Hungarian Monarchy, Hungary, or Bosnia-Herzegovina, or Hungarian nationals of the other part shall be annulled, except in respect of any debt or other pecuniary obligations arising out of any act done or money paid thereunder. All other contracts between such parties which were made before November 1, 1918, and were in force at that date shall be maintained.

#### ARTICLE 252

With regard to prescriptions, limitations and forfeitures in the transferred territories, the provisions of Articles 235 and 236 shall be applied with substitution for the expression "outbreak of war" of the expression "date, which shall be fixed by administrative decision of each Allied or Associated Power, at which relations between the parties became impossible in fact or in law," and for the expression "duration of the war" of the expression "period between the date above indicated and that of the coming into force of the present Treaty."

#### ARTICLE 253

Hungary undertakes not to impede in any way the transfer of property, rights or interests belonging to a company incorporated in accordance with the laws of the former Austro-Hungarian Monarchy, in which Allied or Associated nationals are interested, to a company incorporated in accordance with the laws of any other Power, to facilitate all measures necessary for giving effect to such transfer, and to render any assistance which may be required for effecting the restitution to Allied or Associated nationals, or to companies in which they are interested, of their property, rights or interests whether in Hungary or in transferred territory.

#### ARTICLE 254

Section III, except Article 231 (*d*), shall not apply to the debts contracted between Hungarian nationals and nationals of the former Kingdom of Hungary.

Subject to the special provisions laid down in Article 231 (*d*) for the case of the new States, these debts shall be paid in the legal currency at the time of payment of the State of which the national of the former Kingdom of

Hungary has become a national, and the rate of exchange applicable shall be the average rate quoted on the Geneva Exchange during the two months preceding November 1, 1918.

#### ARTICLE 255

Insurance companies whose principal place of business was in territory which previously formed part of the former Austro-Hungarian Monarchy shall have the right to carry on their business in Hungarian territory for a period of ten years from the coming into force of the present Treaty, without the rights which they previously enjoyed being affected in any way by the change of nationality.

During the above period the operations of such companies shall not be subjected by Hungary to any higher tax or charge than shall be imposed on the operations of national companies. No measure in derogation of their rights of property shall be imposed upon them which is not equally applied to the property, rights or interests of Hungarian insurance companies; adequate compensation shall be paid in the event of the application of any such measures.

These provisions shall only apply so long as Hungarian insurance companies previously carrying on business in the transferred territories, even if their principal place of business was outside such territories, are reciprocally accorded a similar right to carry on their business therein.

After the period of ten years above referred to, the provisions of Article 211 of the present Treaty shall apply in regard to the Allied and Associated companies in question.

The provisions of this Article shall apply similarly to co-operative societies, provided that the legal position of such societies places upon their members effective responsibility for all operations and contracts within the objects of such societies.

#### ARTICLE 256

Special agreements will determine the division of the property of associations or public corporations carrying on their functions in territory which is divided in consequence of the present Treaty.

#### ARTICLE 257

States to which territory of the former Austro-Hungarian Monarchy is transferred, and States arising from the dismemberment of that Monarchy, shall recognize and give effect to rights of industrial, literary and artistic property in force in the territory at the time when it passes to the State in question, or re-established or restored in accordance with the provisions of Article 241 of the present Treaty. These rights shall remain in force in that territory for the same period as that for which they would have remained in force under the law of the former Austro-Hungarian Monarchy.

A special convention shall determine all questions relative to the records, registers and copies in connection with the protection of industrial, literary or artistic property, and fix their eventual transmission or communication by the Offices of the former Austro-Hungarian Monarchy to the Offices of the States to which are transferred territory of the said Monarchy and to the Offices of new States.

#### ARTICLE 258

Without prejudice to other provisions of the present Treaty, the Hungarian Government undertakes so far as it is concerned to hand over to any Power to which territory of the former Austro-Hungarian Monarchy is transferred, or which arises from the dismemberment of that Monarchy, such portion of the reserves accumulated by the Governments or the administrations of the former Austro-Hungarian Monarchy, or by public or private organizations under their control, as is attributable to the carrying on of Social or State Insurance in such territory.

The Powers to which these funds are handed over must apply them to the performance of the obligations arising from such insurances.

The conditions of the delivery will be determined by special conventions to be concluded between the Hungarian Government and the Governments concerned.

In case these special conventions are not concluded in accordance with the above paragraph within three months after the coming into force of the present Treaty, the conditions of transfer shall in each case be referred to a Commission of five members, one of whom shall be appointed by the Hungarian Government, one by the other interested Government and three by the Governing Body of the International Labour Office from the nationals of other States. This Commission shall by a majority vote within three months after appointment adopt recommendations for submission to the Council of the League of Nations, and the decisions of the Council shall forthwith be accepted as final by Hungary and the other Government concerned.

#### ARTICLE 259

The provisions of the present Section referring to the relations between Hungary or Hungarian nationals and the nationals of the former Kingdom of Hungary apply to relations of the same nature between Hungary or Hungarian nationals and the nationals of the former Austrian Empire referred to in Article 263 of the Treaty of Peace with Austria.<sup>28</sup>

Reciprocally the provisions of Section VIII of Part X of the said Treaty referring to the relations between Austria or Austrian nationals and the nationals of the former Austrian Empire apply to relations of the same nature between Austria or Austrian nationals and the nationals of the former Kingdom of Hungary referred to in Article 246 of the present Treaty.

<sup>28</sup> TS 659, *ante*, vol. 5, p. 215.

PART XI  
AERIAL NAVIGATION

## ARTICLE 260

The aircraft of the Allied and Associated Powers shall have full liberty of passage and landing over and in the territory of Hungary, and shall enjoy the same privileges as Hungarian aircraft, particularly in case of distress.

## ARTICLE 261

The aircraft of the Allied and Associated Powers shall, while in transit to any foreign country whatever, enjoy the right of flying over the territory of Hungary without landing, subject always to any regulations which may be made by Hungary, and which shall be applicable equally to the aircraft of Hungary and to those of the Allied and Associated countries.

## ARTICLE 262

All aerodromes in Hungary open to national public traffic shall be open for the aircraft of the Allied and Associated Powers, and in any such aerodrome such aircraft shall be treated on a footing of equality with Hungarian aircraft as regards charges of every description, including charges for landing and accommodation.

## ARTICLE 263

Subject to the present provisions, the rights of passage, transit and landing provided for in Articles 260, 261 and 262 are subject to the observance of such regulations as Hungary may consider it necessary to enact, but such regulations shall be applied without distinction to Hungarian aircraft and to those of the Allied and Associated countries.

## ARTICLE 264

Certificates of nationality, airworthiness, or competency and licences, issued or recognised as valid by any of the Allied or Associated Powers, shall be recognised in Hungary as valid and as equivalent to the certificates and licences issued by Hungary.

## ARTICLE 265

As regards internal commercial air traffic, the aircraft of the Allied and Associated Powers shall enjoy in Hungary the most-favoured nation treatment.

## ARTICLE 266

Hungary undertakes to enforce the necessary measures to ensure that all Hungarian aircraft flying over her territory shall comply with the Rules as to lights and Signals, Rules of the Air and Rules for Air Traffic on and in

the neighbourhood of aerodromes, which have been laid down in the Convention relative to Aerial Navigation concluded between the Allied and Associated Powers.

#### ARTICLE 267

The obligations imposed by the preceding provisions shall remain in force until January 1, 1923, unless before that date Hungary shall have been admitted into the League of Nations or shall have been authorised by consent of the Allied and Associated Powers to adhere to the Convention relative to Aerial Navigation concluded between those Powers.

### PART XII

## PORTS, WATERWAYS AND RAILWAYS

#### SECTION I

#### *General Provisions*

#### ARTICLE 268

Hungary undertakes to grant freedom of transit through her territories on the routes most convenient for international transit, either by rail, navigable waterway or canal, to persons, goods, vessels, carriages, wagons and mails coming from or going to the territories of any of the Allied and Associated Powers, whether contiguous or not.

Such persons, goods, vessels, carriages, wagons and mails shall not be subjected to any transit duty or to any undue delays or restrictions, and shall be entitled in Hungary to national treatment as regards charges, facilities and all other matters.

Goods in transit shall be exempt from all customs or other similar duties.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic. No charge, facility or restriction shall depend directly or indirectly on the ownership or on the nationality of the ship or other means of transport on which any part of the through journey has been, or is to be, accomplished.

#### ARTICLE 269

Hungary undertakes neither to impose nor to maintain any control over transmigration traffic through her territories beyond measures necessary to ensure that passengers are *bonâ fide* in transit; nor to allow any shipping company or any other private body, corporation or person interested in the traffic to take any part whatever in, or to exercise any direct or indirect influence over, any administrative service that may be necessary for this purpose.

#### ARTICLE 270

Hungary undertakes to make no discrimination or preference, direct or indirect, in the duties, charges and prohibitions relating to importations into

or exportations from her territories, or, subject to the special engagements contained in the present Treaty, in the charges and conditions of transport of goods or persons entering or leaving her territories, based on the frontier crossed; or on the kind, ownership or flag of the means of transport (including aircraft) employed; or on the original or immediate place of departure of the vessel, wagon or aircraft, or other means of transport employed, or its ultimate or intermediate destination, or on the route of or places of transshipment on the journey; or on whether the goods are imported or exported directly through a Hungarian port or indirectly through a foreign port; or on whether the goods are imported or exported by land or by air.

Hungary particularly undertakes not to establish against the ports and vessels of any of the Allied and Associated Powers any surtax or any direct or indirect bounty for export or import by Hungarian ports or ships, or by those of another Power, for example by means of combined tariffs. She further undertakes that persons or goods passing through a port or using a vessel of any of the Allied and Associated Powers shall not be subjected to any formality or delay whatever to which such persons or goods would not be subjected if they passed through a Hungarian port or a port of any other Power, or used a Hungarian vessel or a vessel of any other Power.

#### ARTICLE 271

All necessary administrative and technical measures shall be taken to expedite, as much as possible, the transmission of goods across the Hungarian frontiers and to ensure their forwarding and transport from such frontiers, irrespective of whether such goods are coming from or going to the territories of the Allied and Associated Powers or are in transit from or to those territories, under the same material conditions in such matters as rapidity of carriage and care *en route* as are enjoyed by other goods of the same kind carried on Hungarian territory under similar conditions of transport.

In particular, the transport of perishable goods shall be promptly and regularly carried out, and the customs formalities shall be effected in such a way as to allow the goods to be carried straight through by trains which make connection.

#### ARTICLE 272

The seaports of the Allied and Associated Powers are entitled to all favours and to all reduced tariffs granted on Hungarian railways or navigable waterways for the benefit of any port of another Power.

#### ARTICLE 273

Hungary may not refuse to participate in the tariffs or combinations of tariffs intended to secure for ports of any of the Allied and Associated Powers advantages similar to those granted by Hungary to the ports of any other Power.

## SECTION II

*Navigation*

## CHAPTER I

## FREEDOM OF NAVIGATION

## ARTICLE 274

The nationals of any of the Allied and Associated Powers, as well as their vessels and property, shall enjoy in all Hungarian ports and on the inland navigation routes of Hungary the same treatment in all respects as Hungarian nationals, vessels and property.

In particular, the vessels of any one of the Allied or Associated Powers shall be entitled to transport goods of any description, and passengers, to or from any ports or places in Hungarian territory to which Hungarian vessels may have access, under conditions which shall not be more onerous than those applied in the case of national vessels; they shall be treated on a footing of equality with national vessels as regards port and harbour facilities and charges of every description, including facilities for stationing, loading and unloading, and duties and charges of tonnage, harbour, pilotage, lighthouse, quarantine, and all analogous duties and charges of whatsoever nature, levied in the name of or for the profit of the Government, public functionaries, private individuals, corporations or establishments of any kind.

In the event of Hungary granting a preferential régime to any of the Allied or Associated Powers or to any foreign Power, this régime shall be extended immediately and unconditionally to all the Allied and Associated Powers.

There shall be no impediment to the movement of persons or vessels other than those arising from prescriptions concerning customs, police, sanitation, emigration and immigration, and those relating to the import and export of prohibited goods. Such regulations must be reasonable and uniform and must not impede traffic unnecessarily.

## CHAPTER II

## CLAUSES RELATING TO THE DANUBE

1. *General Clauses relative to River Systems declared International*

## ARTICLE 275

The following river is declared international: the Danube from Ulm; together with all navigable parts of this river system which naturally provide more than one State with access to the sea, with or without transshipment from one vessel to another, as well as lateral canals and channels constructed

either to duplicate or to improve naturally navigable sections of the specified river system or to connect two naturally navigable sections of the same river.

Any part of the above-mentioned river system which is not included in the general definition may be declared international by an agreement between the riparian States.

#### ARTICLE 276

On the waterways declared to be international in the preceding Article, the nationals, property and flags of all Powers shall be treated on a footing of perfect equality, no distinction being made, to the detriment of the nationals, property or flag of any Power, between them and the nationals, property or flag of the riparian State itself or of the most favoured nation.

#### ARTICLE 277

Hungarian vessels shall not be entitled to carry passengers or goods by regular service between the ports of any Allied or Associated Power without special authority from such Power.

#### ARTICLE 278

Where such charges are not precluded by any existing convention, charges varying on different sections of a river may be levied on vessels using the navigable channels or their approaches, provided that they are intended solely to cover equitably the cost of maintaining in a navigable condition, or of improving, the river and its approaches, or to meet expenditure incurred in the interests of navigation. The schedule of such charges shall be calculated on the basis of such expenditure and shall be posted up in the ports. These charges shall be levied in such manner as to render any detailed examination of cargoes unnecessary, except in cases of suspected fraud or contravention.

#### ARTICLE 279

The transit of vessels, passengers and goods on these waterways shall be effected in accordance with the general conditions prescribed for transit in Section I above.

When the two banks of an international river are within the same State goods in transit may be placed under seal or in the custody of customs agents. When the river forms a frontier, goods and passengers in transit shall be exempt from all customs formalities; the loading and unloading of goods, and the embarkation and disembarkation of passengers, shall only take place in the ports specified by the riparian State.

#### ARTICLE 280

No dues of any kind other than those provided for in this Part shall be levied along the course or at the mouth of these waterways. This provision

shall not prevent the fixing by the riparian States of customs, local octroi or consumption duties, or the creation of reasonable and uniform charges levied in the ports, in accordance with public tariffs, for the use of cranes, elevators, quays, warehouses and other similar constructions.

#### ARTICLE 281

In default of any special organisation for carrying out the works connected with the upkeep and improvement of the international portion of a navigable system, each riparian State shall be bound to take the necessary measures to remove any obstacle or danger to navigation and to ensure the maintenance of good conditions of navigation.

If a State neglects to comply with this obligation any riparian State, or any State represented on the International Commission, may appeal to the tribunal instituted for this purpose by the League of Nations.

#### ARTICLE 282

The same procedure shall be followed in the case of a riparian State undertaking any works of a nature to impede navigation in the international section. The tribunal mentioned in the preceding Article shall be entitled to enforce the suspension or suppression of such works, making due allowance in its decision for all rights in connection with irrigation, water-power, fisheries and other national interests, which, with the consent of all the riparian States or of all the States represented on the International Commission, shall be given priority over the requirements of navigation.

Appeal to the tribunal of the League of Nations does not require the suspension of the works.

#### ARTICLE 283

The régime set out in Articles 276 and 278 to 282 above shall be superseded by one to be laid down in a General Convention drawn up by the Allied and Associated Powers, and approved by the League of Nations, relating to the waterways recognised in such Convention as having an international character. This Convention shall apply in particular to the whole or part of the above-mentioned river system of the Danube, and such other parts of that river system as may be covered by a general definition.

Hungary undertakes, in accordance with the provisions of Article 314, to adhere to the said General Convention.

#### ARTICLE 284

Hungary shall cede to the Allied and Associated Powers concerned, within a maximum period of three months from the date on which notification shall

be given her, a proportion of the tugs and vessels remaining registered in the ports of the river system referred to in Article 275 after the deduction of those surrendered by way of restitution or reparation. Hungary shall in the same way cede material of all kinds necessary to the Allied and Associated Powers concerned for the utilisation of that river system.

The number of the tugs and vessels, and the amount of the material so ceded, and their distribution, shall be determined by an arbitrator or arbitrators nominated by the United States of America, due regard being had to the legitimate needs of the parties concerned, and particularly to the shipping traffic during the five years preceding the war.

All craft so ceded shall be provided with their fittings and gear, shall be in a good state of repair and in condition to carry goods, and shall be selected from among those most recently built.

Wherever the cessions made under the present Article involve a change of ownership, the arbitrator or arbitrators shall determine the rights of the former owners as they stood on October 15, 1918, and the amount of the compensation to be paid to them, and shall also direct the manner in which such payment is to be effected in each case. If the arbitrator or arbitrators find that the whole or part of this sum will revert directly or indirectly to States from whom reparation is due, they shall decide the sum to be placed under this head to the credit of the said States.

As regards the Danube the arbitrator or arbitrators referred to in this Article will also decide all questions as to the permanent allocation and the conditions thereof of the vessels whose ownership or nationality is in dispute between States.

Pending final allocation the control of these vessels shall be vested in a Commission consisting of representatives of the United States of America, the British Empire, France and Italy, who will be empowered to make provisional arrangements for the working of these vessels in the general interest by any local organisation, or failing such arrangements by themselves, without prejudice to the final allocation.

As far as possible these provisional arrangements will be on a commercial basis, the net receipts by the Commission for the hire of these vessels being disposed of as directed by the Reparation Commission.

### (2) *Special Clauses relating to the Danube*

#### ARTICLE 285

The European Commission of the Danube reassumes the powers it possessed before the war. Nevertheless, as a provisional measure, only representatives of Great Britain, France, Italy and Roumania shall constitute this Commission.

## ARTICLE 286

From the point where the competence of the European Commission ceases, the Danube system referred to in Article 275 shall be placed under the administration of an International Commission composed as follows:

- Two representatives of German riparian States;
- One representative of each other riparian State;
- One representative of each non-riparian State represented in the future on the European Commission of the Danube.

If certain of these representatives cannot be appointed at the time of the coming into force of the present Treaty, the decisions of the Commission shall nevertheless be valid.

## ARTICLE 287

The International Commission provided for in the preceding Article shall meet as soon as possible after the coming into force of the present Treaty, and shall undertake provisionally the administration of the river in conformity with the provisions of Articles 276 and 278 to 282, until such time as a definitive statute regarding the Danube is concluded by the Powers nominated by the Allied and Associated Powers.

The decisions of this International Commission shall be taken by a majority vote. The salaries of the Commissioners shall be fixed and paid by their respective countries.

As a provisional measure any deficit in the administrative expenses of this International Commission shall be borne equally by the States represented on the Commission.

In particular this Commission shall regulate the licensing of pilots, charges for pilotage and the administration of the pilot service.

## ARTICLE 288

Hungary agrees to accept the régime which shall be laid down for the Danube by a Conference of the Powers nominated by the Allied and Associated Powers, which shall meet within one year after the coming into force of the present Treaty, and at which Hungarian representatives may be present.

Until such time as a definite statute regarding the Danube is concluded, the International Commission provided for in Article 286 shall have provisionally under its control the equipment, buildings and installations used for carrying out and maintaining works on the section of the Danube between Turnu-Severin and Moldava. The final allocation of the equipment, buildings and installations shall be determined by the Conference provided for in the preceding paragraph.

Hungary renounces all interest in and all control over the said equipment, buildings and installations.

#### ARTICLE 289

The mandate given by Article 57 of the Treaty of Berlin of July 13, 1878, to Austria-Hungary, and transferred by her to Hungary, to carry out works at the Iron Gates, is abrogated. The Commission entrusted with the administration of this part of the river shall lay down provisions for the settlement of accounts subject to the financial provisions of the present Treaty. Charges which may be necessary shall in no case be levied by Hungary.

#### ARTICLE 290

Should the Czecho-Slovak State, the Serb-Croat-Slovene State or Roumania, with the authorisation of or under mandate from the International Commission, undertake maintenance, improvement, weir, or other works on a part of the river system which forms a frontier, these States shall enjoy on the opposite bank, and also on the part of the bed which is outside their territory, all necessary facilities for the survey, execution and maintenance of such works.

#### ARTICLE 291

Hungary shall be obliged to make to the European Commission of the Danube all restitutions, reparations and indemnities for damages inflicted on the Commission during the war.

### CHAPTER III

#### HYDRAULIC SYSTEM

#### ARTICLE 292

In default of any provisions to the contrary, when as the result of the fixing of a new frontier the hydraulic system (canalisation, inundations, irrigation, drainage, or similar matters) in a State is dependent on works executed within the territory of another State, or when use is made on the territory of a State, in virtue of pre-war usage, of water or hydraulic power, the source of which is on the territory of another State, an agreement shall be made between the States concerned to safeguard the interests and rights acquired by each of them.

Unless otherwise provided, when use is made for municipal or domestic purposes in one State of electricity or water, the source of which as the result of the fixing of a new frontier is on the territory of another State, an agreement shall be made between the States concerned to safeguard the interests and rights acquired by each of them. Pending an agreement, central electric stations and waterworks shall be required to continue the supply up to an

amount corresponding to the undertakings and contracts in force on November 3, 1918.

Failing an agreement in the case of either of the above paragraphs, and subject to the provisions of Article 293, the matter shall be regulated by an arbitrator appointed by the Council of the League of Nations.

#### ARTICLE 293

In view of the application of Article 292 to the territories of the former Kingdom of Hungary forming the Basin of the Danube, excluding the Basin of the Olt, as well as for the exercise of the powers provided for below, there shall be set up, in the common interest of the States possessing sovereignty over the territories in question, a permanent technical Hydraulic System Commission, composed of one representative of each of the States territorially concerned and a chairman appointed by the Council of the League of Nations.

This Commission shall bring about the conclusion, and supervise and, in urgent cases, ensure the carrying out, of the agreements provided for in Article 292; it shall maintain and improve, particularly as regards deforestation and afforestation, the uniform character of the hydraulic system, as well as of the services connected therewith, such as the hydrometric service and the service of information as to the rising of the waters. It shall also study questions relating to navigation, excepting those falling within the competence of the Commission for regulating the navigation of the Upper Danube, which it shall refer to the said Commission, and it shall give special consideration to fishery interests. The Commission shall in addition undertake all works or schemes and shall establish all services with which it may be charged by the unanimous consent of the interested States.

The Hydraulic System Commission shall meet within three months from the coming into force of the present Treaty; it shall draw up a regulation as to its functions and procedure, which will be subject to approval by the States concerned.

Any disputes which may arise out of the matters dealt with in this Article shall be settled as provided by the League of Nations.

#### SECTION III

#### *Railways*

#### CHAPTER I

#### FREEDOM OF TRANSIT TO THE ADRIATIC FOR HUNGARY

#### ARTICLE 294

Free access to the Adriatic Sea is accorded to Hungary, who with this object will enjoy freedom of transit over the territories and in the ports severed from the former Austro-Hungarian Monarchy.

Freedom of transit is the freedom defined in Article 268 until such time as a General Convention on the subject shall have been concluded between the Allied and Associated Powers, whereupon the dispositions of the new Convention shall be substituted therefor.

Special conventions between the States or Administrations concerned will lay down the conditions of the exercise of the right accorded above, and will settle in particular the method of using the ports and the free zones existing in them, and the railways ordinarily giving access thereto, the establishment of international (joint) services and tariffs, including through tickets and way-bills, and the maintenance of the Convention of Berne of October 14, 1890, and its supplementary provisions until its replacement by a new Convention.

Freedom of transit will extend to postal, telegraphic and telephonic services.

## CHAPTER II

### CLAUSES RELATING TO INTERNATIONAL TRANSPORT

#### ARTICLE 295

Goods coming from the territories of the Allied and Associated Powers and going to Hungary, or in transit through Hungary from or to the territories of the Allied and Associated Powers, shall enjoy on the Hungarian railways as regards charges to be collected (rebates and drawbacks being taken into account), facilities, and all other matters, the most favourable treatment applied to goods of the same kind carried on any Hungarian lines, either in internal traffic, or for export, import or in transit, under similar conditions of transport, for example as regards length of route. The same rule shall be applied, on the request of one or more of the Allied and Associated Powers, to goods specially designated by such Power or Powers coming from Hungary and going to their territories.

International tariffs established in accordance with the rates referred to in the preceding paragraph and involving through way-bills shall be established when one of the Allied and Associated Powers shall require it from Hungary.

However, without prejudice to the provisions of Articles 272 and 273, Hungary undertakes to maintain on her own lines the régime of tariffs existing before the war as regards traffic to Adriatic and Black Sea ports, from the point of view of competition with North German ports.

#### ARTICLE 296

From the coming into force of the present Treaty the High Contracting Parties shall renew, in so far as concerns them and under the reserves indicated in the second paragraph of the present Article, the Conventions and

Arrangements signed at Berne on October 14, 1890, September 20, 1893, July 16, 1895, June 16, 1898, and September 19, 1906, regarding the transportation of goods by rail.

If within five years from the date of the coming into force of the present Treaty a new Convention for the transportation of passengers, luggage and goods by rail shall have been concluded to replace the Berne Convention of October 14, 1890, and the subsequent additions referred to above, this new Convention and the supplementary provisions for international transport by rail which may be based on it shall bind Hungary, even if she shall have refused to take part in the preparation of the Convention or to subscribe to it. Until a new Convention shall have been concluded, Hungary shall conform to the provisions of the Berne Convention and the subsequent additions referred to above and to the current supplementary provisions.

#### ARTICLE 297

Hungary shall be bound to co-operate in the establishment of through ticket services (for passengers and their luggage) which shall be required by any of the Allied and Associated Powers to ensure their communication by rail with each other and with all other countries by transit across the territories of Hungary; in particular Hungary shall, for this purpose, accept trains and carriages coming from the territories of the Allied and Associated Powers and shall forward them with a speed at least equal to that of her best long-distance trains on the same lines. The rates applicable to such through services shall not in any case be higher than the rates collected on Hungarian internal services for the same distance, under the same conditions of speed and comfort.

The tariffs applicable under the same conditions of speed and comfort to the transportation of emigrants going to or coming from ports of the Allied and Associated Powers and using the Hungarian railways shall not be at a higher kilometric rate than the most favourable tariffs (drawbacks and rebates being taken into account) enjoyed on the said railways by emigrants going to or coming from any other ports.

#### ARTICLE 298

Hungary shall not apply specially to such through services, or to the transportation of emigrants going to or coming from ports of the Allied and Associated Powers, any technical, fiscal or administrative measures, such as measures of customs examination, general police, sanitary police, and control, the result of which would be to impede or delay such services.

#### ARTICLE 299

In case of transport partly by rail and partly by internal navigation, with or without through way-bill, the preceding Articles shall apply to the part of the journey performed by rail.

## CHAPTER III

## ROLLING-STOCK

## ARTICLE 300

Hungary undertakes that Hungarian wagons shall be fitted with apparatus allowing:

(1) of their inclusion in goods trains on the lines of such of the Allied and Associated Powers as are parties to the Berne Convention of May 15, 1886, as modified on May 18, 1907, without hampering the action of the continuous brake which may be adopted in such countries within ten years of the coming into force of the present Treaty, and

(2) of the inclusion of wagons of such countries in all goods trains on Hungarian lines.

The rolling-stock of the Allied and Associated Powers shall enjoy on the Hungarian lines the same treatment as Hungarian rolling-stock as regards movement, upkeep and repairs.

## CHAPTER IV

## TRANSFERS OF RAILWAY LINES

## ARTICLE 301

Subject to any special provisions concerning the transfer of ports, waterways and railways situated in the territories transferred under the present Treaty, and to the financial conditions relating to the concessionaires and the pensioning of the personnel, the transfer of railways will take place under the following conditions:

(1) The works and installations of all the railroads shall be handed over complete and in good condition.

(2) When a railway system possessing its own rolling-stock is handed over in its entirety by Hungary to one of the Allied and Associated Powers, such stock shall be handed over complete, in accordance with the last inventory before November 3, 1918, and in a normal state of upkeep.

(3) As regards lines without any special rolling-stock, the distribution of the stock existing on the system to which these lines belong shall be made by Commissions of experts designated by the Allied and Associated Powers, on which Hungary shall be represented. These Commissions shall have regard to the amount of the material registered on these lines in the last inventory before November 3, 1918, to the length of track (sidings included), and the nature and amount of the traffic. These Commissions shall also specify the locomotives, carriages and wagons to be handed over in each case; they shall decide upon the conditions of their acceptance, and shall make the

provisional arrangements necessary to ensure their repair in Hungarian workshops.

(4) Stocks of stores, fittings and plant shall be handed over under the same conditions as the rolling-stock.

The provisions of paragraphs 3 and 4 above shall be applied to the lines of former Russian Poland converted by the Austro-Hungarian authorities to the normal gauge, such lines being regarded as detached from the Austrian and Hungarian State systems.

## CHAPTER V

### PROVISIONS RELATING TO CERTAIN RAILWAY LINES

#### ARTICLE 302

When, as a result of the fixing of new frontiers, a railway connection between two parts of the same country crosses another country, or a branch line from one country has its terminus in another, the conditions of working, if not specifically provided for in the present Treaty, shall be laid down in a convention between the railway administrations concerned. If the administrations cannot come to an agreement as to the terms of such convention, the points of difference shall be decided by Commissions of experts composed as provided in the preceding Article.

In particular, the convention as to the working of the line between Csata and Losoncz shall provide for the direct passage in each direction through Hungarian territory of Czecho-Slovak trains with Czecho-Slovak traction and Czecho-Slovak train crews. Nevertheless, unless otherwise agreed, this right of passage shall lapse either on the completion of a direct connection wholly in Czecho-Slovak territory between Csata and Losoncz or at the expiration of fifteen years from the coming into force of the present Treaty, whichever may occur first.

Similarly, the convention as to the working of the portion in Hungarian territory of the line from Nagyszalonta through Békéscsaba to Arad and to Kisjenő shall provide for the direct passage in each direction through Hungarian territory of Roumanian trains with Roumanian traction and Roumanian train crews. Unless otherwise agreed this right of passage shall lapse either on the completion of a direct connection wholly in Roumanian territory between the Nagyszalonta-Békéscsaba and the Kisjenő-Békéscsaba lines or at the expiration of ten years from the coming into force of the present Treaty.

The establishment of all the new frontier stations between Hungary and the contiguous Allied and Associated States, as well as the working of the lines between those stations, shall be settled by agreements similarly concluded.

## ARTICLE 303

In order to assure to the town and district of Gola in Serb-Croat-Slovene territory the use of the station of Gola in Hungarian territory and of the railway serving the same, and in order to ensure the free use to Serb-Croat-Slovene traffic of direct railway connection between the Csáktornya-Nagy-Kanisza line and the Zágráb-Gyékenyés line during the time required for the completion of a direct railway in Serb-Croat-Slovene territory between the above lines, the conditions of working of the station of Gola and of the railway from Kotor to Barcz shall be laid down in a convention between the Hungarian and Serb-Croat-Slovene railway administrations concerned. If these administrations cannot come to an agreement as to the terms of such convention, the points of difference shall be decided by the competent Commission of experts referred to in Article 301 of the present Treaty.

## ARTICLE 304

With the object of ensuing regular utilization of the railroads of the former Austro-Hungarian Monarchy owned by private companies which, as a result of the stipulations of the present Treaty, will be situated in the territory of several States, the administrative and technical re-organisation of the said lines shall be regulated in each instance by an agreement between the owning company and the States territorially concerned.

Any differences on which agreement is not reached, including questions relating to the interpretation of contracts concerning the expropriation of the lines, shall be submitted to arbitrators designated by the Council of the League of Nations.

This arbitration may, as regards the South Austrian Railway Company, be required either by the Board of Management or by the Committee representing the bondholders.

## ARTICLE 305

Within a period of five years from the coming into force of the present Treaty, the Czecho-Slovak State may require the improvement of the Bratislava (Pressburg)-Nagy-Kanisza line on Hungarian territory.

The expenses shall be divided in proportion to the advantages derived by the interested States. Failing agreement, such division shall be made by an arbitrator appointed by the League of Nations.

## ARTICLE 306

In view of the importance to the Czecho-Slovak State of free communication between that State and the Adriatic, Hungary recognises the right of the Czecho-Slovak State to run its own trains over the sections included within her territory of the following lines:

(1) from Bratislava (Pressburg) towards Fiume via Sopron, Szombathely and Mura-Keresztur, and a branch from Mura-Keresztur towards Pragerhof;

(2) from Bratislava (Pressburg) towards Fiume via Hegyeshalon, Csorna, Hegyfalú, Zalaber, Zalaszentiván, Mura-Keresztur, and the branch lines from Hegyfalú to Szombathely and from Mura-Keresztur to Pragerhof.

On the application of either party, the route to be followed by the Czecho-Slovak trains may be modified either permanently or temporarily by mutual agreement between the Czecho-Slovak Railway Administration and those of the railways over which the running powers are exercised.

#### ARTICLE 307

The trains for which the running powers are used shall not engage in local traffic, except by agreement between the State traversed and the Czecho-Slovak State.

Such running powers will include, in particular, the right to establish running sheds with small shops for minor repairs to locomotives and rolling-stock, and to appoint representatives where necessary to supervise the working of Czecho-Slovak trains.

The technical, administrative and financial conditions under which the rights of the Czecho-Slovak State shall be exercised shall be laid down in a Convention between the railway administration of the Czecho-Slovak State and the railway administrations of the Hungarian systems concerned. If the administrations cannot come to an agreement on the terms of this Convention, the points of difference shall be decided by an arbitrator nominated by Great Britain, and his decisions shall be binding on all parties.

In the event of disagreement as to the interpretation of the Convention or of difficulties arising unprovided for in the Convention, the same form of arbitration will be adopted until such time as the League of Nations may lay down some other procedure.

#### CHAPTER VI

##### TRANSITORY PROVISION

#### ARTICLE 308

Hungary shall carry out the instructions given her, in regard to transport, by an authorised body acting on behalf of the Allied and Associated Powers:

(1) for the carriage of troops under the provisions of the present Treaty, and of material, ammunition and supplies for army use;

(2) as a temporary measure, for the transportation of supplies for certain regions, as well as for the restoration, as rapidly as possible, of the normal conditions of transport, and for the organisation of postal and telegraphic services.

## CHAPTER VII

## TELEGRAPHS AND TELEPHONES

## ARTICLE 309

Notwithstanding any contrary stipulations in existing treaties, Hungary undertakes to grant freedom of transit for telegraphic correspondence and telephonic communications coming from or going to any one of the Allied and Associated Powers, whether neighbours or not, over such lines as may be most suitable for international transit and in accordance with the tariffs in force. This correspondence and these communications shall be subjected to no delay or restriction; they shall enjoy in Hungary national treatment in regard to every kind of facility and especially in regard to rapidity of transmission. No payment, facility or restriction shall depend directly or indirectly on the nationality of the transmitter or the addressee.

## ARTICLE 310

In view of the geographical situation of the Czecho-Slovak State, Hungary agrees to the following modifications in the International Telegraph and Telephone Conventions referred to in Article 218, Part X (Economic Clauses) of the present Treaty:

(1) On the demand of the Czecho-Slovak State, Hungary shall provide and maintain trunk telegraph lines across Hungarian territory.

(2) The annual rent to be paid by the Czecho-Slovak State for each of such lines will be calculated in accordance with the provisions of the above-mentioned Conventions, but unless otherwise agreed shall not be less than the sum which would be payable under those Conventions for the number of messages laid down in those Conventions as conferring the right to demand a new trunk line, taking as a basis the reduced tariff provided for in Article 23, paragraph 5, of the International Telegraph Convention as revised at Lisbon.

(3) So long as the Czecho-Slovak State shall pay the above minimum annual rent of a trunk line:

(a) The line shall be reserved exclusively for transit traffic to and from the Czecho-Slovak State;

(b) The faculty given to Hungary by Article 8 of the International Telegraph Convention of July 22, 1875, to suspend international telegraph services shall not apply to that line.

(4) Similar provisions will apply to the provision and maintenance of trunk telephone circuits, but the rent payable by the Czecho-Slovak State for a trunk telephone circuit shall, unless otherwise agreed, be double the rent payable for a trunk telegraph line.

(5) The particular lines to be provided, together with any necessary administrative, technical and financial conditions not provided for in existing International Conventions or in this Article, shall be fixed by a further convention between the States concerned. In default of agreement on such convention they will be fixed by an arbitrator appointed by the Council of the League of Nations.

(6) The stipulations of the present Article may be varied at any time by agreement between Hungary and the Czecho-Slovak State. After the expiration of ten years from the coming into force of the present Treaty the conditions under which the Czecho-Slovak State shall enjoy the rights conferred by this Article may, in default of agreement by the parties, be modified at the request of either party by an arbitrator designated by the Council of the League of Nations.

(7) In case of any dispute between the parties as to the interpretation either of this Article or of the convention referred to in paragraph 5, this dispute shall be submitted for decision to the Permanent Court of International Justice to be established by the League of Nations.

#### SECTION IV

#### *Disputes and Revision of Permanent Clauses*

##### ARTICLE 311

Disputes which may arise between interested Powers with regard to the interpretation and application of this Part of the present Treaty shall be settled as provided by the League of Nations.

##### ARTICLE 312

At any time the League of Nations may recommend the revision of such of the above Articles as relate to a permanent administrative régime.

##### ARTICLE 313

The stipulations in Articles 268 to 274, 277, 295, 297 to 299 and 309 shall be subject to revision by the Council of the League of Nations at any time after three years from the coming into force of the present Treaty.

Failing such revision, no Allied or Associated Power can claim after the expiration of the above period of three years the benefit of any of the stipulations in the Articles enumerated above on behalf of any portion of its territories in which reciprocity is not accorded in respect to such stipulations. The period of three years during which reciprocity cannot be demanded may be prolonged by the Council of the League of Nations.

The benefit of the stipulations mentioned above cannot be claimed by States to which territory of the former Austro-Hungarian Monarchy has been transferred, or which have arisen out of the dismemberment of that

Monarchy, except upon the footing of giving in the territory passing under their sovereignty in virtue of the present Treaty reciprocal treatment to Hungary.

## SECTION V

*Special Provision*

## ARTICLE 314

Without prejudice to the special obligations imposed on her by the present Treaty for the benefit of the Allied and Associated Powers, Hungary undertakes to adhere to any General Conventions regarding the international régime of transit, waterways, ports or railways which may be concluded by the Allied and Associated Powers, with the approval of the League of Nations, within five years of the coming into force of the present Treaty.

## PART XIV

## MISCELLANEOUS PROVISIONS

## ARTICLE 356

Hungary undertakes to recognize and to accept the conventions made or to be made by the Allied and Associated Powers or any of them with any other Power as to the traffic in arms and in spirituous liquors, and also as to the other subjects dealt with in the General Acts of Berlin of February 26, 1885, and of Brussels of July 2, 1890,<sup>29</sup> and the conventions completing or modifying the same.

## ARTICLE 357

The High Contracting Parties declare and place on record that they have taken note of the Treaty signed by the Government of the French Republic on July 17, 1918, with His Serene Highness the Prince of Monaco defining the relations between France and the Principality.

## ARTICLE 358

The High Contracting Parties, while they recognize the guarantees stipulated by the Treaties of 1815, and especially by the Act of November 20, 1815, in favour of Switzerland, the said guarantees constituting international obligations for the maintenance of peace, declare nevertheless that the provisions of these treaties, conventions, declarations and other supplementary Acts concerning the neutralised zone of Savoy, as laid down in paragraph 1 of Article 92 of the Final Act of the Congress of Vienna and in paragraph 2 of Article 3 of the Treaty of Paris of November 20, 1815, are no longer

<sup>29</sup> TS 383, *ante*, vol. 1, p. 134.

consistent with present conditions. For this reason the High Contracting Parties take note of the agreement reached between the French Government and the Swiss Government for the abrogation of the stipulations relating to this zone which are and remain abrogated.

The High Contracting Parties also agree that the stipulations of the Treaties of 1815 and of the other supplementary Acts concerning the free zones of Upper Savoy and the Gex district are no longer consistent with present conditions, and that it is for France and Switzerland to come to an agreement together with a view to settling between themselves the status of these territories under such conditions as shall be considered suitable by both countries.

## ANNEX

### I

The Swiss Federal Council has informed the French Government on May 5, 1919, that after examining the provisions of Article 435 of the Peace conditions presented to Germany by the Allied and Associated Powers in a like spirit of sincere friendship it has happily reached the conclusion that it was possible to acquiesce in it under the following conditions and reservations:

(1) The neutralized zone of Haute-Savoie:

(*a*) It will be understood that as long as the Federal Chambers have not ratified the agreement come to between the two Governments concerning the abrogation of the stipulations in respect to the neutralized zone of Savoy, nothing will be definitely settled, on one side or the other, in regard to this subject.

(*b*) The assent given by the Swiss Government to the abrogation of the above mentioned stipulations presupposes, in conformity with the text adopted, the recognition of the guarantees formulated in favour of Switzerland by the Treaties of 1815 and particularly by the Declaration of November 20, 1815.

(*c*) The agreement between the Governments of France and Switzerland for the abrogation of the above mentioned stipulations will only be considered as valid if the Treaty of Peace contains this Article in its present wording. In addition the Parties to the Treaty of Peace should endeavour to obtain the assent of the signatory Powers of the Treaties of 1815 and of the Declaration of November 20, 1815, which are not signatories of the present Treaty of Peace.

(2) Free zone of Haute-Savoie and the district of Gex:

(*a*) The Federal Council makes the most express reservations to the interpretation to be given to the statement mentioned in the last paragraph

of the above Article for insertion in the Treaty of Peace, which provides that "the stipulations of the Treaties of 1815 and other supplementary acts concerning the free zones of Haute-Savoie and the Gex district are no longer consistent with present conditions." The Federal Council would not wish that its acceptance of the above wording should lead to the conclusion that it would agree to the suppression of a system intended to give neighbouring territory the benefit of a special regime which is appropriate to the geographical and economical situation and which has been well tested.

In the opinion of the Federal Council the question is not the modification of the customs system of the zones as set up by the Treaties mentioned above, but only the regulation in a manner more appropriate to the economic conditions of the present day of the terms of the exchange of goods between the regions in question. The Federal Council has been led to make the preceding observations by the perusal of the draft Convention concerning the future constitution of the zones which was annexed to the note of April 26 from the French Government. While making the above reservations the Federal Council declares its readiness to examine in the most friendly spirit any proposals which the French Government may deem it convenient to make on the subject.

(b) It is conceded that the stipulations of the Treaties of 1815 and other supplementary acts relative to the free zones will remain in force until a new arrangement is come to between France and Switzerland to regulate matters in this territory.

## II

The French Government have addressed to the Swiss Government, on May 18, 1919, the following note in reply to the communication set out in the preceding paragraph:

In a note dated May 5 the Swiss Legation in Paris was good enough to inform the Government of the French Republic that the Federal Government adhered to the proposed Article to be inserted in the Treaty of Peace between the Allied and Associated Governments and Germany.

The French Government have taken note with much pleasure of the agreement thus reached, and, at their request, the proposed Article, which had been accepted by the Allied and Associated Governments, has been inserted under No. 435 in the Peace Conditions presented to the German Plenipotentiaries.

The Swiss Government in their Note of May 5 on this subject, have expressed various views and reservations.

Concerning the observations relating to the free zones of Haute-Savoie and the Gex district, the French Government have the honour to observe that the provisions of the last paragraph of Article 435 are so clear that their purport cannot be misapprehended, especially where it implies that no other

Power but France and Switzerland will in future be interested in that question.

The French Government, on their part, are anxious to protect the interests of the French territories concerned, and, with that object, having their special situation in view, they bear in mind the desirability of assuring them a suitable customs régime and determining, in a manner better suited to present conditions, the methods of exchanges between these territories and the adjacent Swiss territories, while taking into account the reciprocal interests of both regions.

It is understood that this must in no way prejudice the right of France to adjust her customs line in this region in conformity with her political frontier, as is done on the other portions of her territorial boundaries, and as was done by Switzerland long ago on her own boundaries in this region.

The French Government are pleased to note on this subject in what a friendly disposition the Swiss Government take this opportunity of declaring their willingness to consider any French proposal dealing with the system to be substituted for the present régime of the said free zones, which the French Government intend to formulate in the same friendly spirit.

Moreover, the French Government have no doubt that the provisional maintenance of the régime of 1815 as to the free zones referred to in the above mentioned paragraph of the Note from the Swiss Legation of May 5, whose object is to provide for the passage from the present régime to the conventional régime, will cause no delay whatsoever in the establishment of the new situation which has been found necessary by the two Governments. This remark applies also to the ratification by the Federal Chambers, dealt with in paragraph 1 (*a*) of the Swiss note of May 5, under the heading "Neutralized zone of Haute-Savoie."

#### ARTICLE 359

The Allied and Associated Powers agree that where Christian religious missions were being maintained by Hungarian societies or persons in territory belonging to them, or of which the government is entrusted to them in accordance with the present Treaty, the property which these missions or missionary societies possessed, including that of trading societies whose profits were devoted to the support of missions, shall continue to be devoted to missionary purposes. In order to ensure the due execution of this undertaking, the Allied and Associated Governments will hand over such property to boards of trustees appointed by or approved by the Governments and composed of persons holding the faith of the mission whose property is involved.

The Allied and Associated Governments, while continuing to maintain full control as to the individuals by whom the missions are conducted, will safeguard the interests of such missions.

Hungary, taking note of the above undertaking, agrees to accept all ar-

rangements made or to be made by the Allied or Associated Government concerned for carrying on the work of the said missions or trading societies and waives all claims on their behalf.

#### ARTICLE 360

Without prejudice to the provisions of the present Treaty, Hungary undertakes not to put forward directly or indirectly against any Allied or Associated Power, signatory of the present Treaty, any pecuniary claim based on events which occurred at any time before the coming into force of the present Treaty.

The present stipulation will bar completely and finally all claims of this nature, which will be thenceforward extinguished, whoever may be the parties in interest.

#### ARTICLE 361

Hungary accepts and recognizes as valid and binding all decrees and orders concerning Austro-Hungarian ships and Hungarian goods and all orders relating to the payment of costs made by any Prize Court of any of the Allied or Associated Powers, and undertakes not to put forward any claim arising out of such decrees or orders on behalf of any Hungarian national.

The Allied and Associated Powers reserve the right to examine in such manner as they may determine all decisions and orders of Austro-Hungarian Prize Courts, whether affecting the property rights of nationals of those Powers or of neutral Powers. Hungary agrees to furnish copies of all the documents constituting the record of the cases, including the decisions and orders made, and to accept and give effect to the recommendations made after such examination of the cases.

#### ARTICLE 362

The High Contracting Parties agree that, in the absence of a subsequent agreement to the contrary, the Chairman of any Commission established by the present Treaty shall in the event of an equality of votes be entitled to a second vote.

#### ARTICLE 363

Except where otherwise provided in the present Treaty, in all cases where the Treaty provides for the settlement of a question affecting particularly certain States by means of a special Convention to be concluded between the States concerned, it is understood by the High Contracting Parties that difficulties arising in this connection shall, until Hungary is admitted to membership of the League of Nations, be settled by the Principal Allied and Associated Powers.

## ARTICLE 364

In the present Treaty the expression "former Kingdom of Hungary" includes Bosnia and Herzegovina except where the text implies the contrary. This provision shall not prejudice the rights and obligations of Austria in such territory.

The present Treaty, in French, in English, and in Italian, shall be ratified. In case of divergence, the French text shall prevail, except in Parts I (Covenant of the League of Nations) and XIII (Labour), where the French and English texts shall be of equal force.

The deposit of ratifications shall be made at Paris as soon as possible.

Powers of which the seat of the Government is outside Europe will be entitled merely to inform the Government of the French Republic through their diplomatic representative at Paris that their ratification has been given; in that case they must transmit the instrument of ratification as soon as possible.

A first procès-verbal of the deposit of ratifications will be drawn up as soon as the Treaty has been ratified by Hungary on the one hand, and by three of the Principal Allied and Associated Powers on the other hand.

From the date of this first procès-verbal the Treaty will come into force between the High Contracting Parties who have ratified it. For the determination of all periods of time provided for in the present Treaty this date will be the date of the coming into force of the Treaty.

In all other respects the Treaty will enter into force for each Power at the date of the deposit of its ratification.

The French Government will transmit to all the signatory Powers a certified copy of the procès-verbaux of the deposit of ratifications.

IN FAITH WHEREOF the above-named Plenipotentiaries have signed the present Treaty.

DONE at Trianon, the fourth day of June, one thousand nine hundred and twenty, in a single copy which will remain deposited in the archives of the French Republic, and of which authenticated copies will be transmitted to each of the Signatory Powers.

## PROTOCOL

With a view to indicating precisely the conditions in which certain provisions of the Treaty of even date are to be carried out, it is agreed by the HIGH CONTRACTING PARTIES that:

1. The list of persons to be handed over to the Allied and Associated Governments by Hungary, under the second paragraph of Article 157, shall be communicated to the Hungarian Government within a month from the coming into force of the Treaty;

2. The Reparation Commission referred to in Article 170 and para-

graphs 2, 3 and 4 of Annex IV, and the Special Section provided for in Article 163, cannot require trade secrets or other confidential information to be divulged;

3. From the signature of the Treaty, and within the ensuing four months, Hungary will be entitled to submit for examination by the Allied and Associated Powers documents and proposals in order to expedite the work connected with reparation, and thus to shorten the investigation and to accelerate the decisions;

4. Proceedings will be taken against persons who have committed punishable offences in the liquidation of Hungarian property, and the Allied and Associated Powers will welcome any information or evidence which the Hungarian Government can furnish on this subject.

Done in French, in English and in Italian, of which the French text shall prevail in case of divergence, at Trianon, the fourth day of June, one thousand nine hundred and twenty.

#### DECLARATION

With a view to minimizing the losses arising from the sinking of ships and cargoes in the course of the war, and to facilitating the recovery of ships and cargoes which can be salvaged and the adjustment of the private claims arising with regard thereto, the Hungarian Government undertakes to supply all the information in its power which may be of assistance to the Governments of the Allied and Associated Powers, or to their nationals, with regard to vessels sunk or damaged by the Hungarian naval forces during the period of hostilities.

This declaration made in French, in English and in Italian, of which the French text shall prevail in case of divergence, at Trianon, the fourth day of June, one thousand nine hundred and twenty.

## DEBT FUNDING

*Agreement signed at Washington April 25, 1924*

*Operative from December 15, 1923*

*Modified by agreement of May 27, 1932<sup>1</sup>*

*Revived (after World War II) March 9, 1948,<sup>2</sup> pursuant to article 10  
of treaty of peace signed at Paris February 10, 1947<sup>3</sup>*

Treasury Department print

### AGREEMENT

Made the 25th day of April, 1924, at the City of Washington, District of Columbia, between the GOVERNMENT OF THE KINGDOM OF HUNGARY, hereinafter called HUNGARY, party of the first part, and the GOVERNMENT OF THE UNITED STATES OF AMERICA, hereinafter called the UNITED STATES, party of the second part.

WHEREAS, Hungary is indebted to the United States as of December 15, 1923, upon an obligation maturing January 1, 1925, in the principal amount of \$1,685,835.61, described as "Relief Series C of 1920," together with interest accrued and unpaid thereon; and

WHEREAS, Hungary desires to fund said indebtedness to the United States, both principal and interest, through the issue of bonds to the United States, and the United States is prepared to accept bonds from Hungary upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. *Amount of Indebtedness.* The amount of the indebtedness to be funded, after allowing for cash payments made or to be made by Hungary, is \$1,939,000, which has been computed as follows:

Principal amount of the obligation to be funded.....	\$1,685,835.61
Interest accrued thereon from May 29, 1920 to December 15, 1923, at the rate of 4¼ per cent per annum.....	253,917.43
Total principal and interest, accrued and unpaid as of December 15, 1923.....	1,939,753.04
To be paid in cash by Hungary April 25, 1924.....	753.04
Total indebtedness to be funded into bonds.....	1,939,000.00

<sup>1</sup> *Post*, p. 1140.

<sup>2</sup> *Department of State Bulletin*, Mar. 21, 1948, p. 382.

<sup>3</sup> TIAS 1651, *ante*, vol. 4, p. 457.

2. *Repayment of Principal.* In order to provide for the repayment of the indebtedness thus to be funded, Hungary will issue to the United States at par, as of December 15, 1923, bonds of Hungary in the aggregate principal amount of \$1,939,000, dated December 15, 1923, and maturing serially on each December 15 in the succeeding years for 62 years, in the amounts and on the several dates fixed in the following schedule:

December 15—		December 15—	
1924	\$9, 600	1956	\$27, 000
1925	9, 800	1957	27, 500
1926	10, 000	1958	28, 500
1927	10, 200	1959	29, 000
1928	10, 400	1960	30, 000
1929	11, 000	1961	32, 000
1930	11, 500	1962	33, 000
1931	12, 000	1963	35, 000
1932	12, 000	1964	36, 000
1933	12, 500	1965	38, 000
1934	12, 500	1966	40, 000
1935	13, 000	1967	41, 000
1936	13, 500	1968	42, 000
1937	13, 500	1969	44, 000
1938	14, 000	1970	45, 000
1939	14, 500	1971	47, 000
1940	15, 000	1972	48, 000
1941	15, 500	1973	50, 000
1942	16, 000	1974	51, 000
1943	17, 000	1975	53, 000
1944	17, 500	1976	55, 000
1945	18, 000	1977	57, 000
1946	19, 000	1978	59, 000
1947	19, 500	1979	62, 000
1948	20, 500	1980	64, 000
1949	21, 000	1981	66, 000
1950	22, 000	1982	68, 000
1951	22, 500	1983	71, 000
1952	23, 500	1984	73, 000
1953	24, 000	1985	75, 000
1954	25, 000		
1955	26, 000		
		Total	1, 939, 000

*Provided, however,* That Hungary may at its option, upon not less than ninety days' advance notice to the United States, postpone any payment falling due as hereinabove provided to any subsequent June 15 or December 15 not more than two years distant from its due date, but only on condition that in case Hungary shall at any time exercise this option as to any payment of principal, the payment falling due in the next succeeding year can not be postponed to any date more than one year distant from the date when it becomes due unless and until the payment previously postponed shall actually have been made, and the payment falling due in the second succeeding year can not be postponed at all unless and until the payment of principal due two years previous thereto shall actually have been made.

All bonds issued or to be issued hereunder to the United States shall be payable to the Government of the United States of America, or order, shall

be issued in such denominations as may be requested by the Secretary of the Treasury of the United States, and shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit A." The \$1,939,000 principal amount of bonds first to be issued hereunder shall be issued in 62 pieces, in denominations and with maturities corresponding to the annual payments of principal hereinabove set forth.

3. *Payment of Interest.* All bonds issued or to be issued hereunder shall bear interest, payable semiannually on June 15 and December 15 in each year, at the rate of 3 per cent per annum from December 15, 1923, to December 15, 1933, and thereafter at the rate of 3½ per cent per annum until the principal thereof shall have been paid.

4. *Method of Payment.* All bonds issued or to be issued hereunder shall be payable, as to both principal and interest, in United States gold coin of the present standard of value, or, at the option of Hungary, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder: *Provided, however,* That Hungary may at its option, upon not less than ninety days' advance notice to the United States, pay up to one-half of any interest accruing between December 15, 1923, and December 15, 1928, on the \$1,939,000 principal amount of bonds first to be issued hereunder, in bonds of Hungary dated and bearing interest from the respective dates when the interest to be paid thereby becomes due, with maturities arranged serially to fall on each December 15 in the succeeding years up to December 15, 1985, substantially in the manner provided for the original issue in section 2 of this Agreement, and substantially similar in other respects to the original issue of bonds under this Agreement.

All payments, whether in cash or in obligations of the United States, to be made by Hungary on account of the principal or interest of any bonds issued or to be issued hereunder and held by the United States, shall be made at the Treasury of the United States in Washington, or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York, and if in cash shall be made in funds immediately available on the date of payment, or if in obligations of the United States shall be in form acceptable to the Secretary of the Treasury of the United States under the general regulations of the Treasury Department governing transactions in United States obligations.

5. *Exemption from Taxation.* The principal and interest of all bonds issued or to be issued hereunder shall be paid without deduction for, and shall be exempt from, any and all taxes or other public dues, present or future, imposed by or under authority of Hungary or any political or local taxing authority within the Kingdom of Hungary, whenever, so long as, and to the

extent that beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Hungary, or (c) a corporation not organized under the laws of Hungary.

6. *Payments Before Maturity.* Hungary may at its option, on any interest date or dates, upon not less than ninety days' advance notice to the United States, make advance payments in amounts of \$1,000 or multiples thereof, on account of the principal of any bonds issued or to be issued hereunder and held by the United States. Any such advance payments shall first be applied to the principal of any bonds which shall have been issued hereunder on account of interest accruing between December 15, 1923, and December 15, 1928, and then to the principal of any other bonds issued or to be issued hereunder and held by the United States, as may be indicated by Hungary at the time of the payment.

7. *Security.* The payment of the principal and interest of all bonds issued or to be issued hereunder shall be secured in the same manner and to the same extent as the obligation of Hungary in the principal amount of \$1,685,835.61, described in the preamble to this Agreement; that is to say, shall be a "first charge upon all the assets and revenues of Hungary and shall have a priority over costs of reparation under the Treaty of Trianon or under any treaty or agreement supplementary thereto, or under arrangements concluded between Hungary and the Allied and Associated Powers during the armistice signed on November 3, 1918;" *Provided, however,* That all or any part of such security may be released by the Secretary of the Treasury of the United States on such terms and conditions as he may deem necessary or appropriate in order that the United States may cooperate in any program whereby Hungary may be able to finance its immediate needs by the flotation of a loan for reconstruction purposes, if and when substantially all other creditor nations holding obligations of Hungary similar to that held by the United States and described in the preamble to this Agreement, to wit, Denmark, France, Great Britain, Holland, Norway, Sweden and Switzerland, shall release to a similar extent the security enjoyed by such obligations. The Secretary of the Treasury of the United States shall be authorized to decide when such action has been substantially taken.

8. *Exchange for Marketable Obligations.* Hungary will issue to the United States at any time, or from time to time, at the request of the Secretary of the Treasury of the United States, in exchange for any or all of the bonds issued or to be issued hereunder and held by the United States, definitive engraved bonds in form suitable for sale to the public, in such amounts and denominations as the Secretary of the Treasury of the United States may request, in bearer form, with provision for registration as to principal, and/or in fully registered form, and otherwise on the same terms and conditions, as

to dates of issue and maturity, rate or rates of interest, security, exemption from taxation, payment in obligations of the United States issued after April 6, 1917, and the like, as the bonds surrendered on such exchange. Hungary will deliver definitive engraved bonds to the United States in accordance herewith within six months of receiving notice of any such request from the Secretary of the Treasury of the United States, and pending the delivery of the definitive engraved bonds will, at the request of the Secretary of the Treasury of the United States, deliver temporary bonds or interim receipts in form satisfactory to the Secretary of the Treasury of the United States, within thirty days of the receipt of such request, all without expense to the United States. The United States, before offering any such bonds or interim receipts for sale in Hungary, will first offer them to Hungary for purchase at par and accrued interest, and Hungary shall likewise have the option, in lieu of issuing any such bonds or interim receipts, to make advance redemption, at par and accrued interest, of a corresponding principal amount of bonds issued or to be issued hereunder and held by the United States. Hungary agrees that the definitive engraved bonds called for by this paragraph shall contain all such provisions, and that it will cause to be promulgated all such rules, regulations, and orders, as shall be deemed necessary or desirable by the Secretary of the Treasury of the United States in order to facilitate the sale of the bonds in the United States, in Hungary or elsewhere, and that if requested by the Secretary of the Treasury of the United States it will use its good offices to secure the listing of the bonds on the stock exchange in Budapest.

9. *Cancellation and Surrender of Relief Obligation.* Upon the execution of this Agreement, the payment to the United States of cash in the sum of \$753.04 as provided in paragraph 1 of this Agreement and the delivery to the United States of the \$1,939,000 principal amount of bonds of Hungary first to be issued hereunder, together with satisfactory evidence of authority for the execution of the Agreement and the bonds on behalf of Hungary by its Envoy Extraordinary and Minister Plenipotentiary at Washington, and of appropriate action by the Reparation Commission so as to assure by its approval to the bonds of Hungary to be issued hereunder the same priority over reparations as that now enjoyed by the obligation of Hungary in the principal amount of \$1,685,835.61 described in the preamble to this Agreement, the United States will cancel and surrender to Hungary, at the Treasury of the United States in Washington, the obligation of Hungary last described.

10. *Notices.* Any notice, request, or consent under the hand of the Secretary of the Treasury of the United States shall be deemed and taken as the notice, request, or consent of the United States, and shall be sufficient if delivered at the Legation of Hungary at Washington or at the office of

the Minister of Finance in Budapest; and any notice, request, or election from or by Hungary shall be sufficient if delivered to the American Legation at Budapest or to the Secretary of the Treasury at the Treasury of the United States in Washington. The United States in its discretion may waive any notice required hereunder, but any such waiver shall be in writing and shall not extend to or affect any subsequent notice or impair any right of the United States to require notice hereunder.

11. *Compliance with Legal Requirements.* Hungary represents and agrees that the execution and delivery of this Agreement and of the bonds issued or to be issued hereunder have in all respects been duly authorized and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement and the issuance of bonds hereunder have been completed as required by the laws of Hungary, and/or applicable treaties and in conformity therewith.

12. *Counterparts.* This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF Hungary has caused this Agreement to be executed on its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, as Chairman of the World War Foreign Debt Commission, with the approval of the President, all on the day and year first above written, subject, however, to the approval of Congress, pursuant to the Act of Congress approved February 9, 1922,<sup>4</sup> as amended by the Act of Congress approved February 28, 1923,<sup>5</sup> notice of which approval, when given by Congress, will be transmitted in due course by the Secretary of the Treasury of the United States to the Legation of Hungary at Washington.

The Government of the Kingdom of Hungary,

By LÁSZLÓ SZÉCHÉNYI

*Envoy Extraordinary and*

*Minister Plenipotentiary*

The Government of the United States of America,

For the Commission:

By A. W. MELLON

*Secretary of the Treasury, and*

*Chairman of the World War*

*Foreign Debt Commission*

Approved:

CALVIN COOLIDGE,

*President.*

<sup>4</sup> 42 Stat. 363.

<sup>5</sup> 42 Stat. 1325.

## EXHIBIT A

(Form of Bond)

## THE GOVERNMENT OF THE KINGDOM OF HUNGARY

Sixty-two year 3-3½ per cent Gold Bond

Dated December 15, 1923—maturing December 15, .

\$

No.

The Government of the Kingdom of Hungary, hereinafter called Hungary, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on the 15th day of December, , the sum of Dollars (\$ ), and to pay interest upon said principal sum semiannually on the fifteenth day of June and December in each year, at the rate of three per cent per annum from December 15, 1923, to December 15, 1933, and at the rate of three and one-half per cent per annum thereafter until the principal hereof shall have been paid. This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of value, or, at the option of Hungary, upon not less than thirty days' advance notice to the United States, in any obligations of the United States issued after April 6, 1917, to be taken at par and accrued interest to the date of payment hereunder. This bond is payable as to both principal and interest without deduction for, and is exempt from, any and all taxes and other public dues present or future, imposed by or under authority of Hungary or any political or local taxing authority within the Kingdom of Hungary, whenever, so long as, and to the extent that, beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Hungary, or (c) a corporation not organized under the laws of Hungary. This bond is payable as to both principal and interest at the Treasury of the United States in Washington, D.C., or, at the option of the Secretary of the Treasury of the United States, at the Federal Reserve Bank of New York.

This bond is issued under an Agreement, dated April 25, 1924, between Hungary and the United States, to which this bond is subject and to which reference is made for a further statement of its terms and conditions.

The payment of the principal and interest on this bond is secured in the same manner and to the same extent as the obligation of Hungary in the principal amount of \$1,685,835.61 described in the preamble to said Agreement, subject to release in whole or in part by the Secretary of the Treasury of the United States under authority conferred by Section 7 of said Agreement.

IN WITNESS WHEREOF, Hungary has caused this bond to be executed in its behalf at the City of Washington, District of Columbia, by its Envoy Extraor-

dinary and Minister Plenipotentiary at Washington, thereunto duly authorized.

The Government of the Kingdom of Hungary:

By

*Envoy Extraordinary and  
Minister Plenipotentiary*

Dated, December 15, 1923.

(Back)

The following amounts have been paid upon the principal amount of this bond:

Date

Amount paid

## CLAIMS: WAR LOSSES

*Agreement signed at Washington November 26, 1924, for the United States, Austria, and Hungary*

*Ratified by the President of the United States August 4, 1925; by Austria August 25, 1925; by Hungary November 5, 1925*

*Ratifications exchanged at Washington December 12, 1925*

*Entered into force December 12, 1925*

44 Stat. 2213; Treaty Series 730

[For text, see TS 730, *ante*, vol. 2, p. 501.]

## FRIENDSHIP, COMMERCE, AND CONSULAR RIGHTS

*Treaty signed at Washington June 24, 1925; exchanges of notes at Washington June 24, 1925, and at Budapest September 4, 1925 Senate advice and consent to ratification, with reservations and understandings, March 26, 1926*<sup>1</sup>

*Ratified by Hungary April 1, 1926*

*Ratified by the President of the United States, with reservations and understandings, June 16, 1926*<sup>1</sup>

*Ratifications exchanged at Budapest September 4, 1926*

*Entered into force October 4, 1926*

*Proclaimed by the President of the United States October 4, 1926*

*Revived (after World War II) March 9, 1948,<sup>2</sup> pursuant to article 10 of treaty of peace signed at Paris February 10, 1947*<sup>3</sup>

*Terminated July 5, 1952*<sup>4</sup>

44 Stat. 2441; Treaty Series 748

### TREATY

The United States of America and the Kingdom of Hungary, desirous of strengthening the bond of peace which happily prevails between them, by arrangements designed to promote friendly intercourse between their respective territories through provisions responsive to the spiritual, cultural, economic and commercial aspirations of the peoples thereof, have resolved to conclude a Treaty of Friendship, Commerce and Consular Rights and for that purpose have appointed as their Plenipotentiaries:

The President of the United States of America: Frank B. Kellogg, Secretary of State of the United States, and

The Governor of Hungary: Count László Széchényi, Envoy Extraordinary and Minister Plenipotentiary of Hungary to the United States of America.

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following articles:

<sup>1</sup> For text of U.S. reservations and understandings, see exchanges of notes, p. 1130.

<sup>2</sup> *Department of State Bulletin*, Mar. 21, 1948, p. 382.

<sup>3</sup> TIAS 1651, *ante*, vol. 4, p. 457.

<sup>4</sup> Pursuant to notice of termination given by the United States July 5, 1951.

ARTICLE I <sup>5</sup>

The nationals of each of the High Contracting Parties shall be permitted to enter, travel and reside in the territories of the other; to exercise liberty of conscience and freedom of worship; to engage in professional, scientific, religious, philanthropic, manufacturing and commercial work of every kind without interference; to carry on every form of commercial activity which is not forbidden by the local law; to own, erect or lease and occupy appropriate buildings and to lease lands for residential, scientific, religious, philanthropic, manufacturing, commercial and mortuary purposes; to employ agents of their choice, and generally to do anything incidental to or necessary for the enjoyment of any of the foregoing privileges upon the same terms as nationals of the state of residence or as nationals of the nation hereafter to be most favored by it, submitting themselves to all local laws and regulations duly established.

The nationals of either High Contracting Party within the territories of the other shall not be subjected to the payment of any internal charges or taxes other or higher than those that are exacted of and paid by its nationals.

The nationals of each High Contracting Party shall enjoy freedom of access to the courts of justice of the other on conforming to the local laws, as well for the prosecution as for the defence of their rights, and in all degrees of jurisdiction established by law.

The nationals of each High Contracting Party shall receive within the territories of the other, upon submitting to conditions imposed upon its nationals, the most constant protection and security for their persons and property, and shall enjoy in this respect that degree of protection that is required by international law. Their property shall not be taken without due process of law and without payment of just compensation.

## ARTICLE II

With respect to that form of protection granted by National, State or Provincial laws establishing civil liability for injuries or for death, and giving to relatives or heirs or dependents of an injured party a right of action or a pecuniary benefit, such relatives or heirs or dependents of the injured party, himself a national of either of the High Contracting Parties and within any of the territories of the other, shall regardless of their alienage or residence outside of the territory where the injury occurred, enjoy the same rights and privileges as are or may be granted to nationals, and under like conditions.

## ARTICLE III

The dwellings, warehouses, manufactories, shops and other places of business, and all premises thereto appertaining of the nationals of each of the

<sup>5</sup> For a U.S. reservation relating to art. I, see exchanges of notes, p. 1130.

High Contracting Parties in the territories of the other used for any purposes set forth in Article I, shall be respected. It shall not be allowable to make a domiciliary visit to, or search of any such buildings and premises, or there to examine and inspect books, papers or accounts, except under the conditions and in conformity with the forms prescribed by the laws, ordinances and regulations for nationals.

#### ARTICLE IV

Where, on the death of any person holding real or other immovable property or interests therein within the territories of one High Contracting Party, such property or interests therein would, by the laws of the country or by a testamentary disposition, descend or pass to a national of the other High Contracting Party, whether resident or non-resident, were he not disqualified by the laws of the country where such property or interests therein is or are situated, such national shall be allowed a term of three years in which to sell the same, this term to be reasonably prolonged if circumstances render it necessary, and withdraw the proceeds thereof, without restraint or interference, and exempt from any succession, probate or administrative duties or charges other than those which may be imposed in like cases upon the nationals of the country from which such proceeds may be drawn.

Nationals of either High Contracting Party may have full power to dispose of their personal property of every kind within the territories of the other, by testament, donation, or otherwise, and their heirs, legatees and donees, of whatsoever nationality, whether resident or non-resident, shall succeed to such personal property, and may take possession thereof, either by themselves or by others acting for them, and retain or dispose of the same at their pleasure subject to the payment of such duties or charges only as the nationals of the High Contracting Party within whose territories such property may be or belong shall be liable to pay in like cases.

#### ARTICLE V

The nationals of each of the High Contracting Parties in the exercise of the right of freedom of worship, within the territories of the other, as hereinabove provided, may, without annoyance or molestation of any kind by reason of their religious belief or otherwise, conduct services either within their own houses or within any appropriate buildings which they may be at liberty to erect and maintain in convenient situations, provided their teachings or practices are not contrary to public morals; and they may also be permitted to bury their dead according to their religious customs in suitable and convenient places established and maintained for the purpose, subject to the reasonable mortuary and sanitary laws and regulations of the place of burial.

## ARTICLE VI

In the event of war between either High Contracting Party and a third State, such Party may draft for compulsory military service nationals of the other having a permanent residence within its territories and who have formally, according to its laws, declared an intention to adopt its nationality by naturalization, unless such individuals depart from the territories of said belligerent Party within sixty days after a declaration of war.

## ARTICLE VII

Between the territories of the High Contracting Parties there shall be freedom of commerce and navigation. The nationals of each of the High Contracting Parties equally with those of the most favored nation, shall have liberty freely to come with their vessels and cargoes to all places, ports and waters of every kind within the territorial limits of the other which are or may be open to foreign commerce and navigation. Nothing in this treaty shall be construed to restrict the right of either High Contracting Party to impose, on such terms as it may see fit, prohibitions or restrictions of a sanitary character designed to protect human, animal or plant life, or regulations for the enforcement of police or revenue laws.

Each of the High Contracting Parties binds itself unconditionally to impose no higher or other duties or conditions and no prohibition on the importation of any article, the growth, produce or manufacture, of the territories of the other than are or shall be imposed on the importation of any like article, the growth, produce or manufacture of any other foreign country.

Each of the High Contracting Parties also binds itself unconditionally to impose no higher or other charges or other restrictions or prohibitions on goods exported to the territories of the other High Contracting Party than are imposed on goods exported to any other foreign country.

Any advantage of whatsoever kind which either High Contracting Party may extend to any article, the growth, produce, or manufacture of any other foreign country shall simultaneously and unconditionally, without request and without compensation, be extended to the like article the growth, produce or manufacture of the other High Contracting Party.

With respect to the amount and collection of duties on imports and exports of every kind, each of the two High Contracting Parties binds itself to give to the nationals, vessels and goods of the other the advantage of every favor, privilege or immunity which it shall have accorded to the nationals, vessels and goods of a third State, and regardless of whether such favored State shall have been accorded such treatment gratuitously or in return for reciprocal compensatory treatment. Every such favor, privilege or immunity which shall hereafter be granted the nationals, vessels or goods of a third State shall simultaneously and unconditionally, without request and without com-

compensation, be extended to the other High Contracting Party, for the benefit of itself, its nationals and vessels.

All articles which are or may be legally imported from foreign countries into ports of the United States in vessels of the United States may likewise be imported into those ports in Hungarian vessels without being liable to any other or higher duties or charges whatsoever than if such articles were imported in vessels of the United States; and, reciprocally, all articles which are or may be legally imported from foreign countries into the ports of Hungary in Hungarian vessels, may likewise be imported into these ports in vessels of the United States without being liable to any other or higher duties or charges whatsoever than if such articles were imported from foreign countries in Hungarian vessels.<sup>6</sup>

The stipulations of the Article do not extend to the treatment which is accorded by the United States to the commerce of Cuba under the provisions of the Commercial Convention concluded by the United States and Cuba on December 11, 1902,<sup>7</sup> or any other commercial convention which hereafter may be concluded by the United States with Cuba, or to the commerce of the United States with any of its dependencies and the Panama Canal Zone under existing or future laws.

#### ARTICLE VIII

The nationals and merchandise of each High Contracting Party within the territories of the other shall receive the same treatment as nationals and merchandise of the country with regard to internal taxes, transit duties, charges in respect to warehousing and other facilities and the amount of drawbacks and bounties.

#### ARTICLE IX

Limited liability and other corporations and associations, whether or not for pecuniary profit, which have been or may hereafter be organized in accordance with and under the laws, National, State or Provincial, of either High Contracting Party and maintain a central office within the territories thereof, shall have their juridical status recognized by the other High Contracting Party provided that they pursue no aims within its territories contrary to its laws. They shall enjoy free access to the courts of law and equity, on conforming to the laws regulating the matter, as well for the prosecution as for the defense of rights in all the degrees of jurisdiction established by law.

The right of such corporations and associations of either High Contracting Party so recognized by the other to establish themselves within its territories,

<sup>6</sup> For a U.S. understanding relating to the sixth paragraph of art. VII, see exchanges of notes, p. 1130.

<sup>7</sup> TS 427, *ante*, vol. 6, p. 1106, CUBA.

establish branch offices and fulfill their functions therein shall depend upon, and be governed solely by, the consent of such Party as expressed in its National, State or Provincial laws.

#### ARTICLE X

The nationals of either High Contracting Party shall enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the organization of and participation in limited liability and other corporations and associations, for pecuniary profit or otherwise, including the rights of promotion, incorporation, purchase and ownership and sale of shares and the holding of executive or official positions therein. In the exercise of the foregoing rights and with respect to the regulation or procedure concerning the organization or conduct of such corporations or associations, such nationals shall be subjected to no conditions less favorable than those which have been or may hereafter be imposed upon the nationals of the most favored nation. The rights of any of such corporations or associations as may be organized or controlled or participated in by the nationals of either High Contracting Party within the territories of the other to exercise any of their functions therein, shall be governed by the laws and regulations, National, State or Provincial, which are in force or may hereafter be established within the territories of the Party wherein they propose to engage in business. The foregoing stipulations do not apply to the organization of and participation in political associations.

The nationals of either High Contracting Party shall, moreover, enjoy within the territories of the other, reciprocally and upon compliance with the conditions there imposed, such rights and privileges as have been or may hereafter be accorded the nationals of any other State with respect to the mining of coal, phosphate, oil, oil shale, gas, and sodium on the public domain of the other.

#### ARTICLE XI

(a) Manufacturers, merchants, and traders domiciled within the jurisdiction of one of the High Contracting Parties may operate as commercial travelers either personally or by means of agents or employees within the jurisdiction of the other High Contracting Party on obtaining from the latter, upon payment of a single fee, a license which shall be valid throughout its entire territorial jurisdiction.

In case either of the High Contracting Parties shall be engaged in war, it reserves to itself the right to prevent from operating within its jurisdiction under the provisions of this Article, or otherwise, enemy nationals or other aliens whose presence it may consider prejudicial to public order and national safety.

(b) In order to secure the license above mentioned the applicant must obtain from the country of domicile of the manufacturers, merchants and traders represented a certificate attesting his character as a commercial traveler. This certificate, which shall be issued by the authority to be designated in each country for the purpose, shall be visáed by the consul of the country in which the applicant proposes to operate, and the authorities of the latter shall, upon the presentation of such certificate, issue to the applicant the national license as provided in Section (a).

(c) A commercial traveler may sell his samples without obtaining a special license as an importer.

(d) Samples without commercial value shall be admitted to entry free of duty.

Samples marked, stamped or defaced in such manner that they cannot be put to other uses shall be considered as objects without commercial value.

(e) Samples having commercial value shall be provisionally admitted upon giving bond for the payment of lawful duties if they shall not have been withdrawn from the country within a period of six (6) months.

Duties shall be paid on such portion of the samples as shall not have been so withdrawn.

(f) All customs formalities shall be simplified as much as possible with a view to avoid delay in the despatch of samples.

(g) Peddlers and other salesmen who vend directly to the consumer, even though they have not an established place of business in the country in which they operate, shall not be considered as commercial travelers, but shall be subject to the license fees levied on business of the kind which they carry on.

(h) No license shall be required of:

1.—Persons traveling only to study trade and its needs, even though they initiate commercial relations, provided they do not make sales of merchandise.

2.—Persons operating through local agencies which pay the license fee or other imposts to which their business is subject.

3.—Travelers who are exclusively buyers.

(i) Any concessions affecting any of the provisions of the present Article that may hereafter be granted by either High Contracting Party, either by law or by treaty or convention, shall immediately be extended to the other Party.

## ARTICLE XII

(a) Regulations governing the renewal and transfer of licenses issued under the provisions of Article XI, and the imposition of fines and other penalties for any misuse of licenses may be made by either of the High Contracting Parties whenever advisable within the terms of Article XI and without prejudice to the rights defined therein.

If such regulations permit the renewal of licenses, the fee for renewal will not be greater than that charged for the original license.

If such regulations permit the transfer of licenses, upon satisfactory proof that transferee or assignee is in every sense the true successor of the original licensee, and that he can furnish a certificate of identification similar to that furnished by the original licensee, he will be allowed to operate as a commercial traveler pending the arrival of the new certificate of identification, but the cancellation of the bond for the samples shall not be effected before the arrival of the said certificate.

(b) It is the citizenship of the firm that the commercial traveler represents, and not his own, that governs the issuance to him of a certificate of identification.

The High Contracting Parties agree to empower the local customs officials or other competent authorities to issue the said licenses upon surrender of the certificate of identification and authenticated list of samples, acting as deputies of the central office constituted for the issuance and regulation of licenses. The said officials shall immediately transmit the appropriate documentation to the central office, to which the licensee shall thereafter give due notice of his intention to ask for the renewal or transfer of his license, if these acts be allowable, or cancellation of his bond, upon his departure from the country. Due notice in this connection will be regarded as the time required for the exchange of correspondence in the normal mail schedules, plus five business days for purposes of official verification and registration.

(c) It is understood that the traveler will not engage in the sale of other articles than those embraced by his line of business; he may sell his samples, thus incurring an obligation to pay the customs duties thereupon, but he may not sell other articles brought with him or sent to him, which are not reasonably and clearly representative of the kind of business he purports to represent.

(d) Advertising matter brought by commercial travelers in appropriate quantities shall be treated as samples without commercial value. Objects having a depreciated commercial value because of adaptation for purposes of advertisement, and intended for gratuitous distribution, shall, when introduced in reasonable quantities, also be treated as samples without commercial value. It is understood, however, that this prescription shall be subject to the customs laws of the respective countries. Samples accompanying the commercial traveler will be despatched as a portion of his personal baggage; and those arriving after him will be given precedence over ordinary freight.

(e) If the original license was issued for a period longer than six months, or if the license be renewed, the bond for the samples will be correspondingly extended. It is understood, however, that this prescription shall be subject to the customs laws of the respective countries.

## ARTICLE XIII

There shall be complete freedom of transit through the territories including territorial waters of each High Contracting Party on the routes most convenient for international transit, by rail, navigable waterway, and canal, other than the Panama Canal and waterways and canals which constitute international boundaries of the United States, to persons and goods coming from or going through the territories of the other High Contracting Party, except such persons as may be forbidden admission into its territories or goods of which the importation may be prohibited by law. Persons and goods in transit shall not be subjected to any transit duty, or to any unnecessary delays or restrictions, and shall be given national treatment as regards charges, facilities, and all other matters.

Goods in transit must be entered at the proper customhouse, but they shall be exempt from all customs or other similar duties.

All charges imposed on transport in transit shall be reasonable, having regard to the conditions of the traffic.

## ARTICLE XIV

Each of the High Contracting Parties agrees to receive from the other, consular officers in those of its ports, places and cities, where it may be convenient and which are open to consular representatives of any foreign country.

Consular officers of each of the High Contracting Parties shall, after entering upon their duties, enjoy reciprocally in the territories of the other all the rights, privileges, exemptions, and immunities, which are enjoyed by officers of the same grade of the most-favored-nation. As official agents, such officers shall be entitled to the high consideration of all officials, national or local, with whom they have official intercourse in the State which receives them.

The Government of each of the High Contracting Parties shall furnish free of charge the necessary exequatur of such consular officers of the other as present a regular commission signed by the chief executive of the appointing State and under its great seal; and it shall issue to a subordinate or substitute consular officer duly appointed by an accepted superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of the respective countries shall be requisite for the exercise by the appointee of the consular function. On the exhibition of an exequatur, or other document issued in lieu thereof to such subordinate, such consular officer shall be permitted to enter upon his duties and to enjoy the rights, privileges and immunities granted by this treaty.

## ARTICLE XV

Consular officers, nationals of the State by which they are appointed, shall be exempt from arrest except when charged with the commission of offenses

locally designated as crimes other than misdemeanors and subjecting the individual guilty thereof to punishment. Such officers shall be exempt from military billetings, and from service of any military or naval, administrative or police character whatsoever. In criminal cases the attendance at the trial by a consular officer as a witness may be demanded by the prosecution or defense. The demand shall be made with all possible regard for the consular dignity and the duties of the office; and there shall be compliance on the part of the consular officer.

Consular officers shall be subject to the jurisdiction of the courts in the State which receives them in civil cases, subject to the proviso, however, that when the officer is a national of the State which appoints him and is engaged in no private occupation for gain, his testimony shall be taken orally or in writing at his residence or office and with due regard for his convenience. The officer should, however, voluntarily give his testimony at the trial whenever it is possible to do so without serious interference with his official duties.

#### ARTICLE XVI

Consular officers, including employees in a consulate, nationals of the State by which they are appointed other than those engaged in private occupations for gain within the State where they exercise their functions shall be exempt from all taxes, National, State, Provincial and Municipal, levied upon their persons or upon their property, except taxes levied on account of the possession or ownership of immovable property situated in, or income derived from property of any kind situated or belonging within the territories of the State within which they exercise their functions. All consular officers and employees, nationals of the State appointing them, shall be exempt from the payment of taxes on the salary, fees or wages received by them in compensation for their consular services.

Lands and buildings situated in the territories of either High Contracting Party, of which the other High Contracting Party is the legal or equitable owner and which are used exclusively for governmental purposes by that owner, shall be exempt from taxation of every kind, National, State, Provincial and Municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

#### ARTICLE XVII

Consular officers may place over the outer door of their respective offices the arms of their State with an appropriate inscription designating the official office. Such officers may also hoist the flag of their country on their offices including those situated in the capitals of the two countries. They may likewise hoist such flag over any boat or vessel employed in the exercise of the consular function.

The consular offices and archives shall at all times be inviolable. They shall under no circumstances be subjected to invasion by any authorities of any character within the country where such offices are located. Nor shall the authorities under any pretext make any examination or seizure of papers or other property deposited within a consular office. Consular offices shall not be used as places of asylum. No consular officer shall be required to produce official archives in court or testify as to their contents.

Upon the death, incapacity, or absence of a consular officer having no subordinate consular officer at his post, secretaries or chancellors, whose official character may have previously been made known to the government of the State where the consular function was exercised, may temporarily exercise the consular function of the deceased or incapacitated or absent consular officer; and while so acting shall enjoy all the rights, prerogatives and immunities granted to the incumbent.

#### ARTICLE XVIII

Consular officers, nationals of the State by which they are appointed, may, within their respective consular districts, address the authorities, National, State, Provincial or Municipal, for the purpose of protecting their countrymen in the enjoyment of their rights accruing by treaty or otherwise. Complaint may be made for the infraction of those rights. Failure upon the part of the proper authorities to grant redress or to accord protection may justify interposition through the diplomatic channel, and in the absence of a diplomatic representative, a consul general or the consular officer stationed at the capital may apply directly to the government of the country.

#### ARTICLE XIX

Consular officers may, in pursuance of the laws of their own country, take, at any appropriate place within their respective districts, the depositions of any occupants of vessels of their own country, or of any national of, or of any person having permanent residence within the territories of, their own country. Such officers may draw up, attest, certify and authenticate unilateral acts, deeds, and testamentary dispositions of their countrymen, and also contracts to which a countryman is a party. They may draw up, attest, certify and authenticate written instruments of any kind purporting to express or embody the conveyance or encumbrance of property of any kind within the territory of the State by which such officers are appointed, and unilateral acts, deeds, testamentary dispositions and contracts relating to property situated, or business to be transacted within, the territories of the State by which they are appointed, embracing unilateral acts, deeds, testamentary dispositions or agreements executed solely by nationals of the State within which such officers exercise their functions.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated under his official seal by the consular officer,

shall be received as evidence in the territories of the Contracting Parties as original documents or authenticated copies, as the case may be, and shall have the same force and effect as if drawn by and executed before a notary or other public officer duly authorized in the country by which the consular officer was appointed; provided, always that such documents shall have been drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

#### ARTICLE XX

In case of the death of a national of either High Contracting Party in the territory of the other without having in the territory of his decease any known heirs or testamentary executors by him appointed, the competent local authorities shall at once inform the nearest consular officer of the State of which the deceased was a national of the fact of his death, in order that necessary information may be forwarded to the parties interested.

In case of the death of a national of either of the High Contracting Parties without will or testament, in the territory of the other High Contracting Party, the consular officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of death, shall, so far as the laws of the country permit and pending the appointment of an administrator and until letters of administration have been granted, be deemed qualified to take charge of the property left by the decedent for the preservation and protection of the same. Such consular officer shall have the right to be appointed as administrator within the discretion of a tribunal or other agency controlling the administration of estates provided the laws of the place where the estate is administered so permit.

Whenever a consular officer accepts the office of administrator of the estate of a deceased countryman, he subjects himself as such to the jurisdiction of the tribunal or other agency making the appointment for all necessary purposes to the same extent as a national of the country where he was appointed.

#### ARTICLE XXI

A consular officer of either High Contracting Party may in behalf of his non-resident countrymen receipt for their distributive shares derived from estates in process of probate or accruing under the provisions of so-called Workmen's Compensation Laws or other like statutes provided he remit any funds so received through the appropriate agencies of his Government to the proper distributees, and provided further that he furnish to the authority or agency making distribution through him reasonable evidence of such remission.

#### ARTICLE XXII

Each of the High Contracting Parties agrees to permit the entry free of all duty and without examination of any kind, of all furniture, equipment

and supplies intended for official use in the consular offices of the other, and to extend to such consular officers of the other and their families and suites as are its nationals, the privilege of entry free of duty of their baggage and all other personal property, whether accompanying the officer to his post or imported at any time during his incumbency thereof; provided, nevertheless, that no article, the importation of which is prohibited by the law of either of the High Contracting Parties, may be brought into its territories.

It is understood, however, that this privilege shall not be extended to consular officers who are engaged in any private occupation for gain in the countries to which they are accredited, save with respect to governmental supplies.

#### ARTICLE XXIII

Subject to any limitation or exception hereinabove set forth, or hereinafter to be agreed upon, the territories of the High Contracting Parties to which the provisions of this Treaty extend shall be understood to comprise all areas of land, water, and air over which the Parties claim and exercise dominion as sovereign thereof, except the Panama Canal Zone.

#### ARTICLE XXIV

Nothing in the present Treaty shall be construed to limit or restrict in any way the rights, privileges and advantages accorded to the United States or its nationals or to Hungary or its nationals by the treaty between the United States and Hungary establishing friendly relations, concluded August 29, 1921.<sup>8</sup>

#### ARTICLE XXV

The present Treaty shall become effective on the thirtieth day following the exchange of ratifications, and shall remain in force for a term of ten years.

If within one year before the expiration of the aforesaid period of ten years neither High Contracting Party notifies to the other an intention of modifying, by change or omission, any of the provisions of any of the articles in this Treaty or of terminating it upon expiration of the aforesaid period, the Treaty shall remain in full force and effect after the aforesaid period and until one year from such a time as either of the High Contracting Parties shall have notified to the other an intention of modifying or terminating the Treaty.

#### ARTICLE XXVI

The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at Budapest as soon as possible.

<sup>8</sup> TS 660, *ante*, p. 932.

In witness whereof the respective plenipotentiaries have signed the same and affixed their seals hereto.

Done in duplicate in the English and Hungarian languages, at Washington, this twenty-fourth day of June, 1925.

FRANK B. KELLOGG [SEAL]

LÁSZLÓ SZÉCHÉNYI [SEAL]

#### EXCHANGES OF NOTES

*The Secretary of State to the Hungarian Minister*

DEPARTMENT OF STATE

*Washington, June 24, 1925*

SIR:

I have the honor to inform you that, in signing this day a treaty of friendship, commerce and consular rights between the United States of America and the Kingdom of Hungary, I understand and anticipate that the consent of the Senate of the United States to the ratification of the treaty will be subject to reservations and understandings to be set forth in an exchange of notes between the Contracting Parties in connection with the exchange of ratifications so as to make it plain that this condition is understood and accepted by each of them, and that these reservations and understandings shall be in substance to the effect that there be added to Article I of the treaty a statement that nothing contained therein shall be construed to affect existing statutes of either country in relation to the immigration of aliens or the right of either country to enact such statutes and also that the sixth paragraph of Article VII of the treaty shall remain in force for twelve months from the date on which the treaty becomes effective, and if not then terminated on ninety days' previous notice shall remain in force until either of the High Contracting Parties shall enact legislation inconsistent therewith when the same shall automatically lapse at the end of sixty days from such enactment, and on such lapse each High Contracting Party shall enjoy all the rights which it would have possessed had such paragraph not been embraced in the treaty.

I should appreciate a communication from you giving assurance that you understand and anticipate that the consent of the Senate of the United States to the ratification of the treaty will be subject to the reservations and understandings substantially as aforesaid.

Accept, Sir, the renewed assurances of my highest consideration.

FRANK B. KELLOGG

Count LÁSZLÓ SZÉCHÉNYI  
*Minister of Hungary.*

*The Hungarian Minister to the Secretary of State*

ROYAL HUNGARIAN LEGATION

*Washington, D.C., June 24, 1925*

SIR:

I have the honor to acknowledge receipt of your note of today informing me that in signing this date a treaty of friendship, commerce and consular rights between the United States of America and the Kingdom of Hungary, you understand and anticipate that the consent of the Senate of the United States to the ratification of the treaty will be subject to reservations and understandings to be set forth in an exchange of notes between the Contracting Parties in connection with the exchange of ratifications so as to make it plain that this condition is understood and accepted by each of them, and that those reservations and understandings shall be in substance to the effect that there be added to Article I of the treaty a statement that nothing contained therein shall be construed to affect existing statutes of either country in relation to the immigration of aliens or the right of either country to enact such statutes, and also that the sixth paragraph of Article VII of the treaty shall remain in force for twelve months from the day on which the treaty becomes effective, and if not then terminated on ninety days' previous notice shall remain in force until either of the High Contracting Parties shall enact legislation inconsistent therewith when the same shall automatically lapse at the end of sixty days from such enactment, and on such lapse each High Contracting Party shall enjoy all the rights which it would have possessed had such paragraph not been embraced in the treaty.

You state further that you would appreciate a communication from me giving assurance that I understand and anticipate that the consent of the Senate of the United States to the ratification of the treaty will be subject to the reservations and understandings substantially as stated in your note.

In reply I take pleasure in informing you that in signing this day a treaty of friendship, commerce and consular rights between the Kingdom of Hungary and the United States of America, I understand and anticipate that the consent of the Senate of the United States to the ratification of the treaty will be subject to the reservations substantially as stated in your note under acknowledgement.

Accept, Sir, the renewed assurances of my highest consideration.

SZÉCHÉNYI

The Honorable

FRANK B. KELLOGG

*Secretary of State*

*The American Minister to the Acting Minister of Foreign Affairs*LEGATION OF THE  
UNITED STATES OF AMERICABUDAPEST, *September 4, 1926*

No. 505

## EXCELLENCY:

As you are aware, at the time of the signature at Washington on June 24, 1925, of the Treaty of Friendship, Commerce and Consular Rights between the United States of America and the Kingdom of Hungary, an exchange of notes was made between the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of Hungary at Washington, in which the understanding was stated and accepted that the ratification of the said Treaty would be subject to reservations and understandings to be set forth in an exchange of notes between the contracting parties in connection with the exchange of ratifications of the said Treaty so as to make it plain that this condition is understood and accepted by each of them, and that these reservations and understandings shall be in substance to the effect that there be added to Article I of the Treaty a statement that nothing contained therein shall be construed to affect existing statutes of either country in relation to the immigration of aliens or the right of either country to enact such statutes, and also that the sixth paragraph of Article VII of the said Treaty shall remain in force for twelve months from the day on which the Treaty becomes effective, and, if not then terminated, on ninety days previous notice shall remain in force until either of the High Contracting Parties shall enact legislation inconsistent therewith, when the same shall automatically lapse at the end of sixty days from such enactment, and on such lapse each High Contracting Party shall enjoy all the rights which it would have possessed had such paragraph not been embraced in the Treaty.

Since that date the Senate in fact, when giving its advice and consent to the ratification of this Treaty, did so with the reservations above set forth.

I am, therefore, instructed by my Government in proceeding to the exchange of ratifications of the Treaty aforesaid, to state to Your Excellency that the exchange is made on the condition, understood and accepted by each of the High Contracting Parties, that its ratification of the said Treaty is subject to the reservations and understandings above recited and set forth in an exchange of notes of June 24, 1925, by the Secretary of State of the United States and the Envoy Extraordinary and Minister Plenipotentiary of Hungary at Washington.

You may regard this note as sufficient acceptance by the Government of the United States of these reservations and understandings, and an acknowledgment of this note on the occasion of the exchange of ratifications, accepting, by direction and on behalf of the Government of Hungary, the said reservations and understandings will be considered by the Government of

the United States as completing the required exchange of notes and the acceptance of both Governments of the reservations and understandings.

I avail myself, Mr. Minister, of this occasion to renew to Your Excellency the assurances of my high consideration.

THEODORE BRENTANO

His Excellency

DR. LOUIS WALKÓ,

*Acting Royal Hungarian*

*Minister for Foreign Affairs, Budapest*

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*The Acting Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

ROYAL MINISTRY OF  
FOREIGN AFFAIRS OF HUNGARY

BUDAPEST, *September 4, 1926*

71.515/3-1926

MR. MINISTER:

On the basis of the high authorization of August 28, this year of His Serene Highness the Governor, I have the honor to advise Your Excellency that the Royal Hungarian Government accepts on its part the reservations and understandings contained in your esteemed note of September 4, this year, concerning Article I, and further paragraph six of Article VII of the Treaty of Friendship, Commerce and Consular Rights concluded with the United States of America, at Washington on June 24, 1925.

Please, accept, Your Excellency, the expression of my high consideration.

WALKÓ

His Excellency

THEODORE BRENTANO

*Envoy Extraordinary and Minister Plenipotentiary*

*of the United States of America*

*Budapest*

## ARBITRATION

*Treaty signed at Washington January 26, 1929*

*Senate advice and consent to ratification February 18, 1929*

*Ratified by the President of the United States February 28, 1929*

*Ratified by Hungary July 6, 1929*

*Ratifications exchanged at Washington July 24, 1929*

*Entered into force July 24, 1929*

*Proclaimed by the President of the United States July 24, 1929*

*Revived (after World War II) March 9, 1948,<sup>1</sup> pursuant to article 10  
of treaty of peace signed at Paris February 10, 1947<sup>2</sup>*

46 Stat. 2349; Treaty Series 797

The President of the United States of America and His Serene Highness the Regent of the Kingdom of Hungary

Determined to prevent so far as in their power lies any interruption in the peaceful relations now happily existing between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention which was signed at Washington, January 15, 1909,<sup>3</sup> but is not now in force, and for that purpose they have appointed as their respective Plenipotentiaries:

The President of the United States of America: Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Serene Highness the Regent of the Kingdom of Hungary: Count László Széchenyi, Envoy Extraordinary and Minister Plenipotentiary of Hungary to the United States of America;

<sup>1</sup> *Department of State Bulletin*, Mar. 21, 1948, p. 382.

<sup>2</sup> TIAS 1651, *ante*, vol. 4, p. 457.

<sup>3</sup> TS 524, *ante*, vol. 5, p. 442, AUSTRIA-HUNGARY.

Who, having communicated to each other their full powers found in good and due form, have agreed upon the following articles:

#### ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to an appropriate commission of conciliation, and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,<sup>4</sup> or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Hungary in accordance with its constitutional laws.

#### ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance of the obligations of Hungary in accordance with the Covenant of the League of Nations.

#### ARTICLE III

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Hungary in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated

<sup>4</sup> TS 536, *ante*, vol. 1, p. 577.

by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Hungarian languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 26th day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B. KELLOGG	[SEAL]
SZÉCHÉNYI	[SEAL]

## CONCILIATION

*Treaty signed at Washington January 26, 1929*

*Senate advice and consent to ratification February 18, 1929*

*Ratified by the President of the United States February 28, 1929*

*Ratified by Hungary July 6, 1929*

*Ratifications exchanged at Washington July 24, 1929*

*Entered into force July 24, 1929*

*Proclaimed by the President of the United States July 24, 1929*

*Revived (after World War II) March 9, 1948,<sup>1</sup> pursuant to article 10  
of treaty of peace signed at Paris February 10, 1947<sup>2</sup>*

46 Stat. 2353; Treaty Series 798

The President of the United States of America and His Serene Highness the Regent of the Kingdom of Hungary, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their plenipotentiaries:

The President of the United States of America: Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

His Serene Highness the Regent of the Kingdom of Hungary: Count László Széchenyi, Envoy Extraordinary and Minister Plenipotentiary to the United States of America:

Who, after having communicated to each other their respective full powers, found to be in proper form, have agreed upon the following articles:

### ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of Hungary, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

<sup>1</sup> *Department of State Bulletin*, Mar. 21, 1948, p. 382.

<sup>2</sup> TIAS 1651, *ante*, vol. 4, p. 457.

## ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

## ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

## ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Hungary in accordance with its constitutional laws.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Hungarian languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the 26th day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B. KELLOGG [SEAL]  
SZÉCHÉNYI [SEAL]

## DEBT FUNDING

*Agreement signed at Washington May 27, 1932, modifying agreement of April 25, 1924*

*Operative from July 1, 1931*

*Revived (after World War II) March 9, 1948,<sup>1</sup> pursuant to article 10 of treaty of peace signed at Paris February 10, 1947<sup>2</sup>*

Treasury Department print

### AGREEMENT

Made the 27th day of May, 1932, at the City of Washington, District of Columbia, between the GOVERNMENT OF THE KINGDOM OF HUNGARY, hereinafter called HUNGARY, party of the first part, and the GOVERNMENT OF THE UNITED STATES OF AMERICA, hereinafter called the UNITED STATES, party of the second part.

WHEREAS, under the terms of the debt funding agreement between Hungary and the United States, dated April 25, 1924,<sup>3</sup> there is payable by Hungary to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Hungary to the United States, the aggregate amount of \$69,342.75, including principal and interest; and

WHEREAS, a Joint Resolution of the Congress of the United States, approved December 23, 1931,<sup>4</sup> authorizes the Secretary of the Treasury, with the approval of the President, to make on behalf of the United States an agreement with Hungary on the terms hereinafter set forth, to postpone the payment of the amount payable by Hungary to the United States during such year in respect of its bonded indebtedness to the United States;

Now, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

<sup>1</sup> *Department of State Bulletin*, Mar. 21, 1948, p. 382.

<sup>2</sup> TIAS 1651, *ante*, vol. 4, p. 457.

<sup>3</sup> *Ante*, p. 1108.

<sup>4</sup> 47 Stat. 3.

1. Payment of the amount of \$69,342.75 payable by Hungary to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Hungary to the United States, according to the terms of the agreement of April 25, 1924, above mentioned, is hereby postponed so that such amount, together with interest thereon at the rate of 4 per centum per annum from July 1, 1933, shall be paid by Hungary to the United States in ten equal annuities of \$8,451.16 each, payable in equal semiannual installments on December 15 and June 15 of each fiscal year beginning with the fiscal year July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. The bond numbered 8, dated December 15, 1923, matured December 15, 1931, in the principal amount of \$12,000, and delivered by Hungary to the United States under the agreement of April 25, 1924, shall be retained by the United States until the annuities due under this Agreement shall have been paid.

2. Except so far as otherwise expressly provided in this Agreement, payments of annuities under this Agreement shall be subject to the same terms and conditions as payments under the agreement of April 25, 1924, above mentioned. The proviso in paragraph 2 of such agreement, authorizing the postponement of payments on account of principal, and the option of Hungary provided for in paragraph 4, to pay in obligations of the United States, shall not apply to annuities payable under this Agreement.

3. The agreement of April 25, 1924, between Hungary and the United States, above mentioned, shall remain in all respects in full force and effect except so far as expressly modified by this Agreement.

4. Hungary and the United States, each for itself, represents and agrees that the execution and delivery of this Agreement have in all respects been duly authorized and that all acts, conditions, and legal formalities which should have been completed prior to the making of this Agreement have been completed as required by the laws of Hungary and the United States, respectively, and in conformity therewith.

5. This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF, Hungary has caused this Agreement to be executed on its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, subject, however, to ratification, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, with the approval of the President,

pursuant to a Joint Resolution of Congress approved December 23, 1931, all on the day and year first above written.

The Government of the Kingdom of Hungary

By

LÁSZLÓ SZÉCHÉNYI

*Envoy Extraordinary and Minister Plenipotentiary*

The United States of America

By

OGDEN L. MILLS

*Secretary of the Treasury*

Approved:

Herbert Hoover,

*President*

## WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchange of aide memoire and note verbale at Budapest April 6 and 21, 1936*

*Entered into force May 1, 1936*

*Extended by agreements of October 9 and 31, 1936;<sup>1</sup> March 22 and 23, 1937;<sup>1</sup> and August 18 and September 21 and 23, 1937<sup>1</sup>*

*Revived (after World War II) March 9, 1948,<sup>2</sup> pursuant to article 10 of treaty of peace signed at Paris February 10, 1947<sup>3</sup>*

*Terminated January 27, 1950<sup>4</sup>*

Department of State files

*The American Legation to the Ministry for Foreign Affairs*

### AIDE MEMOIRE

Reference is made to the Legation's Note No. 104 of April 17, 1935, and to previous correspondence with the Royal Hungarian Ministry for Foreign Affairs regarding a suggested reciprocal agreement between the Government of the United States and the Royal Hungarian Government for a reduction or waiver of passport visa fees for non-immigrants.

As a result of conversations which have taken place recently between the Legation and the Passport Bureau of the Royal Hungarian Foreign Office, the Legation understands that the Royal Hungarian Government is willing to waive, during the period from May 1 to October 31, 1936, inclusive, all visa fees for non-immigrants bearing American passports, if the Government of the United States will issue gratis visas during the same period of time to non-immigrants bearing Hungarian passports. The Government of the United States agrees to this proposal and will issue the necessary instruction to the American Consuls abroad upon being advised of the receipt by the Legation of a communication from the Royal Hungarian Foreign Office confirming the statements set forth above.

It is hoped that the Royal Hungarian Government will find it possible to continue this policy of a reciprocal waiver of non-immigrant passport visa fees after the thirty-first of October, 1936.

BUDAPEST, April 6, 1936.

<sup>1</sup> Not printed.

<sup>2</sup> *Department of State Bulletin*, Mar. 21, 1948, p. 382.

<sup>3</sup> TIAS 1651, *ante*, vol. 4, p. 457.

<sup>4</sup> Pursuant to notice of termination given by Hungary Oct. 25, 1949.

*The Ministry for Foreign Affairs to the American Legation*

[TRANSLATION]

No. 41.465/10  
1936

## NOTE VERBAL

The Royal Hungarian Ministry for Foreign Affairs has perused with interest the Aide-Memoire of April 6, according to which the Government of the United States of America is willing to exempt Hungarian subjects, during the period May 1 to October 31, 1936, under conditions of reciprocity, from the payment of visa fees if traveling, but not immigrating, to the United States of America.

The Royal Hungarian Ministry for Foreign Affairs has the honor to advise the Legation that the Royal Hungarian Government has suspended for the above period the regulations requiring visas insofar as the United States of America is concerned.

The citizens of the United States of America may, if in possession of regular passport, enter Hungary (and, of course, also leave the country) during that period without visas.

The Royal Hungarian Government is granting at present the above facilities only temporarily and for a trial period, at the same time expressing the hope that the development of tourist traffic will make it possible to renew this arrangement.

BUDAPEST, *April 21, 1936.*

[SEAL]

To

THE LEGATION OF THE UNITED STATES OF AMERICA,  
*Budapest.*

## WAR GRAVES

*Exchange of notes at Budapest June 18, July 15, and August 9, 1946  
Entered into force August 9, 1946*

61 Stat. 3898; Treaties and Other  
International Acts Series 1748

*The American Legation to the Ministry for Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

No. 221

The American Legation presents its compliments to the Ministry for Foreign Affairs and has the honor to submit for the consideration of the Hungarian Government the text of a bi-lateral agreement which the United States Government desires to conclude with the Hungarian Government concerning the interment of American military personnel in Hungary.

“The following shall govern relative to the disposal of the remains of deceased persons who were citizens of the United States and/or who served or who accompanied the armed forces of the United States and are now buried in Hungary or any possession or territory now or hereafter subject to the control of the Hungarian Government.

“1. The United States, through its duly designated representatives, shall have the following rights, privileges and prerogatives:

“A. The Government of the United States shall have the right to establish and maintain such temporary cemeteries as are necessary for the burial of deceased persons subject to its control and to make exhumations therefrom for repatriation or concentration into other cemeteries abroad, and may move bodies from other countries into and/or through Hungary and its territories and possessions for interment and/or transshipment.

“B. The Government of the United States shall be exempt from all national, local, or other laws and/or regulations relating to the permits for disinterments; sanitation, upon an assurance that such work will be conducted in a manner not detrimental to public health; and from the payment of any duties, taxes, or fees of any kind required for the burial, disinterment for reburial or movement of bodies or the maintenance of graves.

“C. The Government of the United States shall have the right of free entrance and exit for all personnel, supplies, transportation (air, mail, animal, motor, and water) serving or belonging to the United States and the use of air fields, port facilities, warehousing, living quarters, office space, rail and water transportation and the right to employ labor in Hungary, its territories and possessions, essential to the accomplishment of its mission upon payment of just compensation therefor.

“D. The Government of the United States shall have the unrestricted right of search for the remains of members of its armed forces, and/or its citizens.

“E. The Government of the United States shall have the unrestricted right to examine and copy all records, military or civilian, which may be of assistance in locating the graves, or identifying the remains of its deceased military or civilian personnel.

“F. The Government of the United States shall have the right to question and examine citizens of Hungary and to take affidavits in furtherance of its search for, and identification of remains of members of its armed forces, and/or its citizens.

“2. The Government of Hungary will render all possible assistance in locating and securing the effects of deceased military and civilian personnel of the United States, and upon demand and the furnishing of a proper receipt will turn over to representatives of the United States all effects so located and secured.

“3. If in the future the Government of the United States wishes to establish permanent cemeteries or erect memorials in Hungary, the Hungarian Government will exercise its power of eminent domain to acquire title to such sites and grant to the United States the right to use therein in perpetuity upon payment by the United States of just compensation therefor. Any sites acquired including improvements thereto and buildings constructed thereon shall be exempt from any and all form of taxation, direct or indirect. The provisions of paragraphs 1–A, B, and C will apply in the construction and maintenance of such permanent cemeteries and memorials as may be desired.”

The above proposed agreement in effect confirms an understanding between the United States Military Mission and the former Mayor of Budapest, Mr. Vas Zoltan. The Legation understands that in accordance with this agreement, the city of Budapest on September 14, 1945, issued Decree No. 179,880/1945 X establishing a temporary cemetery for American military personnel and that two letters signed by Mr. Vas dated September 7, 1945 (reference no. 179,249) and September 14, 1945 (reference no. 179,880) implemented this decree by assigning property and by directing the carrying out of arrangements for improvements and buildings.

The United States Government desires to emphasize that in proposing this bi-lateral agreement it is not its intention to make a permanent arrangement for the establishment of a military cemetery but only to assure the right of temporary burial.

The Legation would appreciate the courtesy of the Ministry for Foreign Affairs in advising it whether the agreement set out above is acceptable to the Hungarian Government and, if so, will be glad to receive as urgently as may be possible the confirmation of the Ministry to that effect so that the agreement represented by the present exchange of notes may be considered as being in force.

BUDAPEST,

June 18, 1946.

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*The Ministry for Foreign Affairs to the American Legation*

103.606/10a-1946

VERBAL NOTE

The Hungarian Ministry for Foreign Affairs presents its compliments to the Legation of the United States of America and, with reference to the Legation's Note N° 221 of June 18<sup>th</sup>, 1946, concerning the conclusion of a bi-lateral agreement between the Hungarian Government and the United States Government on the interment of American military personnel in Hungary, has the honor to inform the hon. Legation that the Hungarian Government is ready to conclude a bi-lateral agreement with the United States Government by way of an exchange of Notes.

As to Art. 1 points A and B of the projected agreement/mentioned in the Legation's Note/ they are acceptable for the Hungarian Government without any objection. As to Point C of Art. 1 the Hungarian Government has the honor to remark that actually the right of free entrance to and exit from Hungary depends on the permission of the Allied Control Commission in Hungary even for citizens of the United Nations. This restriction also concerns the entrance and exit of supplies and transportations of any kind /air, mail, animal, motor and water/. It must be mentioned here that Hungarian air-ports are not all under the control of the Hungarian Government. The use of Hungarian air-ports shall be in any case subjected to the respect of the agreement with the Hungarian Russian Civilian Air-Transport Company.

Point D is acceptable for the Hungarian Government.

As to point E, the Hungarian Government has the honor to object that this point cannot be interpreted in the sense that the authorities of the United States shall have the *unrestricted* right to examine the Hungarian Archives. This point should be changed to the effect that the Hungarian authorities shall be obliged to submit to the American authorities for official use and

copying all records which may be of assistance in locating graves, or identifying the remains of deceased American military or civilian personnel.

Point F of the projected agreement/right to question and examine citizens of Hungary and to take affidavits in furtherance of its search for and identification of remains of members of its armed forces, and for its citizens/could be accepted with the restriction that declarations to be made under oath by Hungarian citizens can be carried out only by way of the competent Hungarian Tribunals of 1<sup>st</sup> instance/Justices of Peace/and therefore American authorities shall be obliged to address themselves to the competent Hungarian Tribunal/forum loci/.

In case the Government of the United States of America would be inclined to accept the above-mentioned restrictions the projected bi-lateral agreement could come into force on the day when the Hungarian Government will be informed of the acceptance of the said restrictions.

BUDAPEST, July 15<sup>th</sup>, 1946.

[SEAL]

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*The American Legation to the Ministry for Foreign Affairs*

No. 294

LEGATION OF THE  
UNITED STATES OF AMERICA

The Legation of the United States presents its compliments to the Hungarian Ministry for Foreign Affairs and has the honor to refer to the Ministry's note no. 103.606/-10a-1946 concerning the conclusion of the bi-lateral agreement between the Hungarian Government and the United States Government on the interment of American military personnel in Hungary.

The United States Government accepts the modifications of Article I, Sections E and F as proposed in the Ministry's note under reference. Accordingly the agreement as proposed in the Legation's note no. 221 of June 18, 1946 and as modified in the Ministry's note under reference is considered to be in effect from this date.

BUDAPEST

*August 9, 1946.*

## *Iceland*<sup>1</sup>

### RELIEF FROM DOUBLE INCOME TAX ON SHIPPING PROFITS

*Exchange of notes between the United States and Denmark at Washington May 22, August 9 and 18, October 24, 25, and 28, and December 5 and 6, 1922*

*Entered into force December 6, 1922; operative from January 1, 1921  
Terminated for Iceland January 1, 1962, by agreement of December 21  
and 27, 1962*<sup>2</sup>

47 Stat. 2612; EAS 14

[For text, see *ante*, vol. 7, p. 65, DENMARK.]

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<sup>1</sup> Certain agreements between the United States and Denmark were, or are, applicable also to Iceland. See *ante*, vol. 7, DENMARK.

<sup>2</sup> 13 UST 3827; TIAS 5255.

## WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Copenhagen November 3 and December 21, 1925,  
and June 11, 19, and 21, 1926*

*Entered into force June 21, 1926; operative from August 6, 1925*

Department of State files

*The American Minister to the Danish Minister of Foreign Affairs*

AMERICAN LEGATION

COPENHAGEN, *November 3, 1925*

No. 388

MR. MINISTER:

With reference to the agreement concluded between the Royal Danish Government and the Government of the United States<sup>1</sup> for the mutual suppression of fees for non-immigrant visas, I have the honor to inform Your Excellency that the Legation is in receipt of an Instruction from the Department of State to the effect that the above-mentioned agreement may be extended to Iceland in the event that the Icelandic Government so desires and will reciprocate for American citizens proceeding to Iceland.

I should appreciate if Your Excellency would be so good as to advise the Legation at an early opportunity as to the attitude of the Icelandic Government.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

JOHN DYNELEY PRINCE

Count CARL MOLTKE,  
*Minister for Foreign Affairs,  
Copenhagen.*

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*The Danish Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

COPENHAGEN, *December 21, 1925*

MR. MINISTER:

Having, as mentioned in my note of November 11 last, submitted to the proper Icelandic authorities the question raised in your Note of November 3

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<sup>1</sup> Exchange of notes at Copenhagen July 2 and Sept. 29, 1925, *ante*, vol. 7, p. 76, DENMARK.

concerning the suppression of visa fees for Icelandic subjects going to the United States of America as non-immigrants, and, having received a reply relative to this matter from the Government of Iceland, I have the honor to advise you that subjects of foreign countries are not required to be in possession of a passport in order to enter Iceland, and that, therefore, the question of a visa of entry does not exist as regards Iceland.

On the other hand, the Icelandic Government is prepared to conclude with the Government of the United States of America an arrangement whereby Icelandic subjects who travel to the United States of America as non-immigrants may be granted a free visa valid for one year on condition that the citizens of the United States of America may also obtain gratuitously a visa valid for one year in case the Icelandic Government should later decide to introduce passport and visa requirements.

I would greatly appreciate your advising me, as regards the United States, from what date an arrangement such as that mentioned above could eventually enter into effect.

Accept, Mr. Minister, the assurances of my high consideration.

C. MOLTKE

Mr. JOHN DYNELEY PRINCE,  
*Minister of the United States of America*

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*The American Chargé d'Affaires ad interim to the Danish Minister  
of Foreign Affairs*

AMERICAN LEGATION  
COPENHAGEN, *June 11, 1926*

No. 440

MR. MINISTER:

Adverting to Your Excellency's note No. 36 D.57, of December 21, 1925, relative to the proposed mutual suppression of fees for non-immigrant visas between my Government and the Icelandic Government, I have the honor, pursuant to instructions of my Government, to inform you that, inasmuch as the agreement concluded with the Government of Denmark cannot be held of itself to apply to Iceland, I am authorized to conclude with the Icelandic Government a separate agreement identical with that concluded with the Danish Government. I may add that my Government wishes the date to be retroactive, if possible, to August 6, 1925.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

JOHN C. WILEY  
*Chargé d'Affaires a.i.*

HON. TH. STAUNING,  
*Minister of State  
Minister of Foreign Affairs.*

*The Danish Ministry for Foreign Affairs to the American Legation*

[TRANSLATION]

## NOTE VERBALE

Referring to the note of Mr. John C. Wiley, Chargé d'Affaires ad interim of the United States of America, No. 440 of June 11, 1926, relative to the suppression of visa fees for Icelandic and American subjects, the Minister for Foreign Affairs has the honor to inform the Legation of the United States of America that the Ministry is prepared to fix the date of August 6, 1925, for the coming into force of the above-mentioned arrangement.

At the same time the Minister for Foreign Affairs has the honor to inquire of the Legation if the Government of the United States is prepared to consider the arrangement as being concluded by the receipt of the present note.

COPENHAGEN, *June 19, 1926.*

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*The American Chargé d'Affaires ad interim to the Danish Minister of Foreign Affairs*

AMERICAN LEGATION

COPENHAGEN, *June 21, 1926*

No. 445

MR. MINISTER:

I have the honor to acknowledge receipt of the Ministry's Note Verbale No. 36 D 57, of June 19, 1926, in which the Ministry was pleased to state that it is prepared to fix the date of August 6, 1925, for the entrance into vigor of the agreement for the reciprocal suppression of fees for non-immigrant visas between the Government of the United States and that of Iceland.

At the same time the Ministry kindly inquired if this Legation was prepared to accept the arrangement as having been concluded by the receipt of the aforesaid Note Verbale. In reply I have the honor to inform Your Excellency that I am authorized to reply in the affirmative, viz., that it is understood that the present agreement is identical with the one concluded between the Government of the United States and the Government of Denmark, effective August 6, 1925.

I now have the honor to inform Your Excellency that I shall advise my Government that the above agreement is therefore now effective retroactively from August 6, 1925, in order that the appropriate instructions may be given to the competent authorities of the United States.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

JOHN C. WILEY  
*Chargé d'Affaires a.i.*

The Honorable

TH. STAUNING,

*Minister of State,*

*Royal Ministry for Foreign Affairs,*

*Copenhagen.*

## ARBITRATION

*Treaty signed at Washington May 15, 1930*

*Senate advice and consent to ratification June 16, 1930*

*Ratified by the President of the United States June 28, 1930*

*Ratified by Iceland August 15, 1930*

*Ratifications exchanged at Washington October 2, 1930*

*Entered into force October 2, 1930*

*Proclaimed by the President of the United States October 3, 1930*

46 Stat. 2841; Treaty Series 828

The President of the United States of America and His Majesty the King of Iceland and Denmark

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the United States and Iceland;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between the two countries; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a new treaty of arbitration enlarging the scope and obligations of the arbitration convention signed at Washington on May 18, 1908,<sup>1</sup> which expired by limitation on March 29, 1914, and for that purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America: Henry L. Stimson, Secretary of State of the United States; and

His Majesty the King of Iceland and Denmark: Mr. Constantin Brun, Envoy Extraordinary and Minister Plenipotentiary at Washington;

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<sup>1</sup> TS 520, *ante*, vol. 7, p. 51, DENMARK.

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following articles:

#### ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the Permanent International Commission constituted pursuant to the treaty signed at Washington April 17, 1914,<sup>2</sup> and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,<sup>3</sup> or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide for the organization of such tribunal if necessary, define its powers, state the question or questions at issue, and settle the terms of reference.

The special agreement in each case shall be made on the part of the United States of America by the President of the United States of America by and with the advice and consent of the Senate thereof, and on the part of Iceland in accordance with its constitutional laws.

#### ARTICLE II

The provisions of this treaty shall not be invoked in respect of any dispute the subject matter of which

(a) is within the domestic jurisdiction of either of the High Contracting Parties,

(b) involves the interests of third Parties,

(c) depends upon or involves the maintenance of the traditional attitude of the United States concerning American questions, commonly described as the Monroe Doctrine,

(d) depends upon or involves the observance by Iceland, in the event that Iceland becomes a Party to the Covenant of the League of Nations, of its obligations in accordance with the Covenant.<sup>4</sup>

#### ARTICLE III

The present treaty shall be ratified. The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of the ratifications. It shall thereafter remain in force continuously unless and until terminated by one year's written notice given by either High Contracting Party to the other.

<sup>2</sup> TS 608, *ante*, vol. 7, p. 53, DENMARK.

<sup>3</sup> TS 536, *ante*, vol. 1, p. 577.

<sup>4</sup> *Ante*, vol. 2, p. 48.

In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English language and hereunto affixed their seals.

Done at Washington the 15th day of May, one thousand nine hundred and thirty.

For the United States of America:

HENRY L. STIMSON [SEAL]

For Iceland:

C. BRUN [SEAL]

## RECOGNITION OF LOAD-LINE CERTIFICATES

*Exchange of notes at Washington January 16, 1932*

*Entered into force January 16, 1932*

*Terminated January 1, 1933*<sup>1</sup>

47 Stat. 2693; Executive Agreement Series 30

*The Danish Minister to the Secretary of State*

ROYAL DANISH LEGATION  
WASHINGTON, *January 16, 1932*

No. 5

SIR,

In a note of November 24, 1930, to the Danish Minister for Foreign Affairs the American Chargé d'Affaires in Copenhagen has inquired whether the Icelandic Government would be willing to enter into negotiations for a reciprocal agreement regarding load lines of vessels.

In reply the Minister for Foreign Affairs has informed the American Minister by a note of March 12, 1931, that the Government of Iceland would view with pleasure the conclusion of an agreement such as proposed by the Government of the United States. It was further stated in the latter note that there do not exist any special Icelandic laws and regulations concerning load lines of vessels, such lines being fixed for Icelandic vessels in conformity with the Danish provisions in force regarding load lines.

With reference to the above, I had the honor by my note of April 20, 1931, to inquire whether the Government of the United States would be ready for the intervening time until the International Convention regarding Load Lines concluded at London on July 5, 1930, shall come into force in both Iceland and the United States, to enter into an agreement to the effect of reciprocally recognizing the Danish load line laws and rules as applied to Icelandic vessels and the load line laws and rules of the United States to be equivalent and therefore until then also reciprocally to recognize the free-board certificates of Iceland and the United States.

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<sup>1</sup> Upon entry into force for Iceland and the United States of the international load-line convention of July 5, 1930 (TS 858, *ante*, vol. 2, p. 1076).

In reply you have informed this Legation by your note of August 25, 1931, that the United States Government is ready to enter into a reciprocal agreement as proposed. You have further added that the United States Government understands that the load line marks on the vessels of the United States and Iceland will be in accordance with the load line certificates; that the hull and superstructures of the vessel certificated will not have been so materially altered since the issuance of the certificates as to affect the calculations on which the load line was based, and that alterations will not have been made so that the

- (1) Protection of Openings,
- (2) Guard Rails,
- (3) Freeing Ports,
- (4) Means of Access to Crews Quarters,

have made the vessel manifestly unfit to proceed to sea without danger to human life.

After having communicated this reply to the Danish Minister for Foreign Affairs, I now have the honor, according to instructions received, on behalf of the Government of Iceland to convey to you the following information:

The Icelandic Government is ready to give full recognition, for the time until the International Load Line Convention mentioned above shall come into force in both countries, to the load line rules and regulations of the Government of the United States and to the certificates and load line marks made on American merchant vessels pursuant thereto. In giving such recognition the Icelandic Government concurs, subject to reciprocity, in the foregoing understandings.

I have the honor to request that you will be good enough to confirm the full recognition of the Government of the United States for the period mentioned above of the Danish load line laws and rules as applied to Icelandic vessels and of the Icelandic freeboard certificates, and load line marks made on Icelandic vessels pursuant thereto.

It is understood that upon receipt of a note to that effect the proposed agreement will become effective as from the date of such note.

I have the honor to be, Sir, with the highest consideration

Your most obedient and humble servant

OTTO WADSTED

THE HONORABLE

HENRY L. STIMSON,

*Secretary of State,*

*Department of State, Washington, D.C.*

*The Secretary of State to the Danish Minister*

DEPARTMENT OF STATE,  
WASHINGTON, *January 16, 1932*

SIR:

I have the honor to reply to your note of this date in which the provisions of the proposed agreement between the Governments of the United States and Iceland for the mutual recognition of load line certificates for merchant ships are set forth.

Inasmuch as Iceland has no laws or regulations governing load lines of vessels, such lines being fixed in conformity with the Danish provisions in force, and as the Danish rules and tables for determining freeboard have been examined by the competent executive authorities of this Government and have been found to be as effective as the United States load line regulations, I have the honor to inform you that the Government of the United States hereby concurs in the terms of the agreement as set out in your note under acknowledgment. In this connection it is understood that the note under acknowledgment and this reply will constitute the agreement between the United States and Iceland.

The Government of the United States accordingly understands that the agreement has been completed by this exchange of notes and is effective from this date.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:  
JAMES GRAFTON ROGERS

MR. OTTO WADSTED,  
*Minister of Denmark.*

## DEFENSE

*Agreement concluded by exchange of messages July 1, 1941*

*Entered into force July 1, 1941*

*Ratified by Icelandic Regent in Council July 10, 1941*

*Terminated by agreement of October 7, 1946<sup>1</sup>*

55 Stat. 1547; Executive Agreement Series 232

*Message from the Prime Minister of Iceland to the President of the United States, July 1, 1941*

In a conversation of June 24th, the British Minister explained that British forces in Iceland are required elsewhere. At the same time he stressed the immense importance of adequate defense of Iceland. He also called my attention to the declaration of the President of the United States to the effect that he must take all necessary measures to ensure the safety of the Western Hemisphere—one of the President's measures is to assist in the defense of Iceland—and that the President is therefore prepared to send here immediately United States troops to supplement and eventually to replace the British force here. But that he does not consider that he can take this course except at the invitation of the Iceland Government.

After careful consideration of all the circumstances the Iceland Government, in view of the present state of affairs, admit that this measure is in accordance with the interest of Iceland, and therefore are ready to entrust the protection of Iceland to United States on the following conditions.

1. United States promise to withdraw all their military forces, land, air and sea, from Iceland immediately on conclusion of present war.
2. United States further promise to recognize the absolute independence and sovereignty of Iceland and to exercise their best efforts with those powers which will negotiate the peace treaty at the conclusion of the present war in order that such treaty shall likewise recognize the absolute independence and sovereignty of Iceland.
3. United States promise not to interfere with Government of Iceland neither while their armed forces remain in this country nor afterwards.
4. United States promise to organize the defense of the country in such a way as to ensure the greatest possible safety for the inhabitants themselves and assure that they suffer minimum disturbance from military activities;

<sup>1</sup> TIAS 1566, *post*, p. 1185.

these activities being carried out in consultation with Iceland authorities as far as possible. Also because of small population of Iceland and consequent danger to nation from presence of a numerous army, great care must be taken that only picked troops are sent here. Military authorities should be also instructed to keep in mind that Icelanders have been unarmed for centuries and are entirely unaccustomed to military discipline and conduct of troops towards the inhabitants of the country should be ordered accordingly.

5. United States undertake defense of the country without expense to Iceland and promise compensation for all damage occasioned to the inhabitants by their military activities.

6. United States promise to further interests of Iceland in every way in their power, including that of supplying the country with sufficient necessities, of securing necessary shipping to and from the country and of making in other respects favorable commercial and trade agreements with it.

7. Iceland Government expect that declaration made by President in this connection will be in agreement with these premises on the part of Iceland, and Government would much appreciate its being given the opportunity of being cognizant with wording of this declaration before it is published.

8. On the part of Iceland it is considered obvious that if United States undertake defense of the country it must be strong enough to meet every eventuality and particularly in the beginning it is expected that as far as possible efforts will be made to prevent any special danger in connection with change-over. Iceland Government lays special stress on there being sufficient airplanes for defensive purposes wherever they are required and they can be used as soon as decision is made for United States to undertake the defense of the country.

This decision is made on the part of Iceland as an absolutely free and sovereign state and it is considered as a matter of course that United States will from the beginning recognize this legal status of the country, both states immediately exchanging diplomatic representatives.

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*Message from the President of the United States to the Prime Minister  
of Iceland, July 1, 1941*

I have received your message in which you have informed me that after careful consideration of all the circumstances, the Iceland Government, in view of the present state of affairs, admits that the sending to Iceland of United States troops to supplement and eventually to replace the present British forces there would be in accordance with the interests of Iceland and that, therefore, the Iceland Government is ready to entrust the protection of Iceland to the United States on the following considerations:

[For terms of agreement, see numbered paragraphs in Icelandic message, above.]

You further state that this decision is made on the part of Iceland as an absolutely free and sovereign state and that it is considered as a matter of course that the United States will from the beginning recognize the legal status of Iceland, both states immediately exchanging diplomatic representatives.

I take pleasure in confirming to you hereby that the conditions set forth in your communication now under acknowledgment are fully acceptable to the Government of the United States and that these conditions will be observed in the relations between the United States and Iceland. I may further say that it will give me pleasure to request of the Congress its agreement in order that diplomatic representatives may be exchanged between our two countries.

It is the announced policy of the Government of the United States to undertake to join with the other nations of the Western Hemisphere in the defense of the New World against any attempt at aggression. In the opinion of this Government, it is imperative that the integrity and independence of Iceland should be preserved because of the fact that any occupation of Iceland by a power whose only too clearly apparent plans for world conquest include the domination of the peoples of the New World would at once directly menace the security of the entire Western Hemisphere.

It is for that reason that in response to your message, the Government of the United States will send immediately troops to supplement and eventually to replace the British forces now there.

The steps so taken by the Government of the United States are taken in full recognition of the sovereignty and independence of Iceland and with the clear understanding that American military or naval forces sent to Iceland will in no wise interfere in the slightest degree with the internal and domestic affairs of the Icelandic people; and with the further understanding that immediately upon the termination of the present international emergency, all such military and naval forces will be at once withdrawn leaving the people of Iceland and their Government in full sovereign control of their own territory.

The people of Iceland hold a proud position among the democracies of the world, with a historic tradition of freedom and of individual liberty which is more than a thousand years old. It is, therefore, all the more appropriate that in response to your message, the Government of the United States, while undertaking this defensive measure for the preservation of the independence and security of the democracies of the New World should at the same time be afforded the privilege of cooperating in this manner with your Government in the defense of the historic democracy of Iceland.

I am communicating this message, for their information, to the Governments of all of the other nations of the Western Hemisphere.

## LEND-LEASE

*Agreement and related note signed at Washington November 21, 1941  
Entered into force November 21, 1941*

58 Stat. 1455; Executive Agreement Series 429

### AGREEMENT

Whereas the United States of America and the Government of Iceland have agreed that in their mutual interests, the protection of Iceland should be entrusted to the United States of America; and

Whereas the United States of America has agreed to further the interests of Iceland in every way in its power, including that of supplying Iceland with sufficient necessities and of securing necessary shipping to and from that country and of making in other respects favorable commercial and trade agreements with it; and

Whereas the President of the United States of America has determined, pursuant to the Act of the Congress of the United States of March 11, 1941,<sup>1</sup> that the defense of Iceland is vital to the defense of the United States of America; and

Whereas the Government of the United States of America and the Government of Iceland are mutually desirous of concluding an agreement which will facilitate the procurement of such defense articles, as defined in said Act, as the Government of Iceland may wish to obtain from the United States of America; and

Whereas the making of such an agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such agreement, in conformity with the laws either of the United States of America or of Iceland have been performed, fulfilled or executed, as required, the undersigned, being duly authorized for that purpose, have agreed as follows:

### ARTICLE I

The Government of the United States of America will procure for the Government of Iceland through an agency of the United States of America such defense articles as the Government of Iceland may wish to purchase, in so far as the Government of the United States of America and the Govern-

<sup>1</sup> 55 Stat. 31.

ment of Iceland deem such procurement in the best interests of both Governments. The Government of Iceland will pay the Government of the United States of America for defense articles procured for it in accordance with this agreement, prior to the receipt of such articles, and will make such payments from time to time as the President of the United States of America may require to protect the interests of the United States of America; and, upon payment of the full cost the President of the United States of America will dispose of such articles to the Government of Iceland. In conformity, however, with the Act of the Congress of the United States of America of March 11, 1941, the Government of the United States of America reserves the right at any time to suspend, defer, or stop deliveries whenever in the opinion of the President of the United States of America further deliveries are not consistent with the needs of the defense of the United States of America.

If, by reason of the exercise of the right so reserved, the Government of the United States of America shall fail to deliver any defense articles for which the Government of Iceland has, prior to the receipt of such articles, made any payment, the Government of the United States of America will refund such payment or will credit such payment against other defense articles to be procured by an agency of the United States of America for or on behalf of the Government of Iceland, in accordance with this agreement.

Records shall be kept of such articles agreed to be procured, of all payments therefor, and of all deliveries thereof, and of the use or disposition thereof and of any other pertinent information; and not less than every ninety days these records shall be exchanged, reviewed, and verified.

## ARTICLE II <sup>2</sup>

The Government of Iceland will not, without the prior consent of the President of the United States of America, transfer title to, or possession of, any defense article to any person not an officer, employee or agent of the Government of Iceland, or permit the use of any such article or any part thereof by any such person.

## ARTICLE III

If, as a result of the sale to the Government of Iceland of such articles in accordance with this agreement, it is necessary for the Government of Iceland to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in or to any such article, the Government of Iceland will, in conformity with the Act of the Congress of the United States of America of March 11, 1941, do so, when so requested by the President of the United States of America.

<sup>2</sup> For a U.S. understanding relating to art. II, see related note, p. 1165.

## ARTICLE IV

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed in duplicate in the English language at Washington, this twenty-first day of November 1941.

For the United States of America  
CORDELL HULL  
*Secretary of State of the  
United States of America*

For the Government of Iceland  
VILHJÁLMUR THÓR  
*Chairman of the Iceland  
Trade Delegation*  
ÁSG. ÁSGEIRSSON  
*Member of the Delegation*  
BJÖRN ÓLAFSSON  
*Member of the Delegation*

## RELATED NOTE

*The Secretary of State to the Appointed Minister of Iceland*

DEPARTMENT OF STATE  
WASHINGTON  
*November 21, 1941*

SIR:

I have the honor to refer to the Lend-Lease Agreement signed today by representatives of the Government of Iceland and of the Government of the United States and to assure you that in taking action under Article II of the Agreement the Government of the United States will consent to transfers of defense articles by the Government of Iceland to usual distributing agencies within Iceland, provided that such articles will not be reexported from Iceland without the prior consent of the United States Government and will be distributed by such agencies only for the purposes which may be set forth in the pertinent requisitions filed with the Lend-Lease Administration.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable  
THOR THORS,  
*Appointed Minister of Iceland.*

## EXCHANGE OF PUBLICATIONS

*Exchange of notes at Reykjavik August 17, 1942*

*Entered into force August 17, 1942*

56 Stat. 1600; Executive Agreement Series 269

*The American Chargé d'Affaires ad interim to the Prime Minister  
and Minister of Foreign Affairs*

LEGATION OF THE

UNITED STATES OF AMERICA

REYKJAVIK, ICELAND, *August 17, 1942*

No. 149

EXCELLENCY:

I have the honor to refer to Your Excellency's notes of March 26, 1942 (Db. 4 nr. 174/1048), and August 12, 1942 (Db. 4 nr. 174/2614), concerning the exchange of official publications between the United States of America and Iceland.

I have been instructed to inform Your Excellency that my Government will be glad to undertake an exchange of official publications with the Government of Iceland, which shall be carried out in accordance with the following provisions:

1. The official exchange offices for the transmission of publications shall be, on the part of the United States of America, the Smithsonian Institution; and on the part of Iceland, the National Library of Iceland (Landsbokasafn Islands).

2. The publications exchanged shall be received on behalf of the United States of America by the Library of Congress; and on behalf of Iceland by the National Library of Iceland.

3. The Government of the United States of America shall furnish regularly one copy of each of the publications included in the attached List No. I.

4. The Government of Iceland shall furnish regularly one copy of each of the publications included in the attached List No. II.

5. Each party to the agreement shall bear the postal, railroad, steamship, and other charges arising in its own country.

6. Both parties express their willingness as far as possible to expedite shipments.

7. This agreement shall not be understood to modify any agreements concerning the exchange of official publications which may be in effect between departments or instrumentalities of the two Governments.

Since Your Excellency's notes of March 26 and August 12, 1942, expressed the approval of the Government of Iceland of the foregoing procedure, my Government will, upon the receipt of a corresponding note from Your Excellency, consider the agreement concluded and in effect from August 17, 1942.

Accept, Excellency, the renewed assurance of my highest consideration.

CARLOS J. WARNER  
*Chargé d'Affaires ad interim*

His Excellency  
OLAFUR THORS,  
*Prime Minister of Iceland,  
Minister for Foreign Affairs,  
etc., etc.*

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*The Prime Minister and Minister of Foreign Affairs to the American  
Chargé d'Affaires ad interim*

REYKJAVIK, *August 17th, 1942*

MONSIEUR LE CHARGÉ D'AFFAIRES,

I have the honour to refer to your note of to-day's date concerning the exchange of official publications between Iceland and the United States of America.

At the same time I have the honour to state that the Icelandic Government are pleased to undertake an exchange of official publications with the Government of the United States, and that they concur in the provisions outlined in your note under reply and do consider an agreement of the same content concluded and in effect as from August 17, 1942.

I have the honour to renew to you, Monsieur le Chargé d'Affaires, the assurance of my highest consideration.

ÓLAFUR THORS

M. CARLOS J. WARNER,  
*American Chargé d'Affaires,  
Reykjavik.*

LIST NO. I

OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE  
GOVERNMENT OF THE UNITED STATES OF AMERICA

CONGRESS OF THE UNITED STATES  
House Journal  
Senate Journal  
Code of Laws and Supplements

PRESIDENT OF THE UNITED STATES  
Annual Messages to Congress

DEPARTMENT OF AGRICULTURE  
Annual Report of the Secretary of Agriculture  
Farmers' Bulletins  
Yearbook

DEPARTMENT OF COMMERCE  
Annual Report of the Secretary of Commerce  
*Bureau of the Census*  
Reports  
Abstracts  
Statistical Abstract of the United States (annual)  
*Bureau of Foreign and Domestic Commerce*  
Foreign Commerce (weekly)  
Foreign Commerce and Navigation of the United States (annual)  
Survey of Current Business (monthly)  
Trade Information Bulletins  
*National Bureau of Standards*  
Technical News Bulletin  
*Weather Bureau*  
Monthly Weather Review

DEPARTMENT OF JUSTICE  
Annual Report of the Attorney General

DEPARTMENT OF LABOR  
Annual Report of the Secretary of Labor  
*Bureau of Labor Statistics*  
Bulletins  
Monthly Labor Review

DEPARTMENT OF STATE  
Department of State Bulletin  
Inter-American Series  
Foreign Relations of the United States (annual)  
Statutes at Large  
Treaty Series

DEPARTMENT OF THE INTERIOR  
Annual Report of the Secretary of the Interior  
*Fish and Wild Life Service*  
Bulletins  
Investigational Reports  
*Bureau of Mines*  
Minerals Yearbook  
*Bureau of Reclamation*  
New Reclamation Era (monthly)  
*National Park Service*  
General Publications

DISTRICT OF COLUMBIA  
Annual Report of the Government of the District of Columbia  
Annual Report of the Public Utilities Commission

FEDERAL SECURITY AGENCY  
*Office of Education*  
School Life (monthly)  
*Public Health Service*  
Public Health Reports (weekly)  
*Social Security Board*  
Social Security Bulletin (monthly)

FEDERAL WORKS AGENCY  
*Public Roads Administration*  
Public Roads (monthly)

INTERSTATE COMMERCE COMMISSION  
Annual Report

- LIBRARY OF CONGRESS  
Annual Report of the Librarian of Congress
- NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS  
Annual Report with technical reports
- NATIONAL ARCHIVES  
Annual Report
- NAVY DEPARTMENT  
Annual Report of the Secretary of the Navy  
*Nautical Almanac Office*  
American Ephemeris and Nautical Almanac
- POST OFFICE DEPARTMENT  
Annual Report of the Postmaster General
- SMITHSONIAN INSTITUTION  
Annual Report
- TREASURY DEPARTMENT  
Annual Report on the State of the Finances  
*Bureau of Internal Revenue*  
Annual Report of the Commissioner  
*Bureau of the Mint*  
Annual Report of the Director  
*Comptroller of Currency*  
Annual Report
- WAR DEPARTMENT  
Annual Report

## LIST NO. II

OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE  
GOVERNMENT OF ICELAND

[TRANSLATION]

- Parliamentary Gazette
- Agricultural Bank of Iceland: Annual Report
- Agricultural Society of Iceland: Agricultural Bulletin
- The Iceland Steamship Co., Ltd.: Minutes of Annual Meeting, Constitution and Bylaws,  
Report of Balance, Report of Board of Directors
- Fisheries Association of Iceland: Annual Bulletin, Icelandic Seaman's Almanac
- Bureau of Education: Reports
- Statistical Bureau of Iceland: Icelandic Statistical Reports, Statistical Bulletin in Icelandic,  
Statistical Bulletin in English
- University of Iceland: Annual Bulletin, Curriculum, Reports of University Research  
Institute of Applied Science
- Decisions of the Supreme Court
- The National Bank of Iceland's Annual Report
- The National Library of Iceland: Catalogue of Accessions
- Annual Report of the National Telephone and Telegraph System
- Post and Telegraph Gazette
- Report of the State Supervisor of Electrical Services
- Forestry Association of Iceland: Annual Bulletin
- Government of Iceland: Law Gazette, State Accounts, Government Gazette for Iceland
- Icelandic State Insurance Institution: Annual Report
- The Fisheries Bank of Iceland, Ltd.: Annual Report
- The Chamber of Commerce of Iceland: Report

## RECIPROCAL TRADE

*Agreement signed at Reykjavik August 27, 1943*<sup>1</sup>

*Ratified by Iceland September 16, 1943*

*Proclaimed by the President of the United States September 30, 1943*

*Proclamation and ratification exchanged at Washington October 20, 1943*

*Entered into force November 19, 1943*

*Schedule I revised by agreement of May 29 and June 2, 1964*<sup>2</sup>

*Schedule II replaced by agreement of July 12 and 15, 1963*<sup>3</sup>

57 Stat. 1075; Executive Agreement Series 342

### TRADE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND ICELAND

The President of the United States of America and His Excellency the Regent of Iceland, being desirous of strengthening the traditional bonds of friendship existing between the two countries by maintaining the principle of equality of treatment in its unconditional and unlimited form as the basis of commercial relations and by granting mutual and reciprocal concessions and advantages for the promotion of trade, have through their respective Plenipotentiaries arrived at the following Agreement:

#### ARTICLE I

1. The United States of America and Iceland will grant each other unconditional and unrestricted most-favored-nation treatment in all matters concerning customs duties and subsidiary charges of every kind and in the method of levying duties, and, further, in all matters concerning the rules, formalities and charges imposed in connection with the clearing of goods through the customs, and with respect to all laws or regulations affecting the sale, taxation or use of imported goods within the country.

2. Accordingly, articles the growth, produce or manufacture of either country imported into the other shall in no case be subject, in regard to the matters referred to above, to any duties, taxes or charges other or higher, or to any rules or formalities other or more burdensome, than those to which

<sup>1</sup> For schedules annexed to agreement, see 57 Stat. 1092 or p. 20 of EAS 342.

<sup>2</sup> 15 UST 711; TIAS 5592.

<sup>3</sup> 14 UST 1398; TIAS 5436.

the like articles the growth, produce or manufacture of any third country are or may hereafter be subject.

3. Similarly, articles exported from the territory of the United States of America or Iceland and consigned to the territory of the other country shall in no case be subject with respect to exportation and in regard to the above-mentioned matters, to any duties, taxes or charges other or higher, or to any rules or formalities other or more burdensome, than those to which the like articles when consigned to the territory of any third country are or may hereafter be subject.

4. Any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or Iceland in regard to the above-mentioned matters, to any article originating in any third country or consigned to the territory of any third country shall be accorded immediately and without compensation to the like article originating in or consigned to the territory of Iceland or the United States of America, respectively.

## ARTICLE II

Articles the growth, produce or manufacture of the United States of America or Iceland, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those imposed on like articles of national origin or of any other foreign origin.

## ARTICLE III

1. No prohibition or restriction of any kind shall be imposed by the Government of either country on the importation of any article the growth, produce or manufacture of the other country or upon the exportation of any article destined for the other country, unless the importation of the like article the growth, produce or manufacture of all third countries, or the exportation of the like article to all third countries, respectively, is similarly prohibited or restricted.

2. No restriction of any kind shall be imposed by the Government of either country on the importation from the other country of any article in which that country has an interest, whether by means of import licenses or permits or otherwise, unless the total quantity or value of such article permitted to be imported during a specified period, or any change in such quantity or value, shall have been established and made public. If the Government of either country allots a share of such total quantity or value to any third country, it shall allot to the other country, unless it is mutually agreed to dispense with such allotment, a share based upon the proportion of the total imports of such article supplied by that country in a previous representative period, account being taken in so far as practicable of any special factors which may have affected or may be affecting the trade in that article, and shall make such share available so as to facilitate its full utilization. No limita-

tion or restriction of any kind other than such an allotment shall be imposed, by means of import licenses or permits or otherwise, on the share of such total quantity or value which may be imported from the other country.

3. The provisions of this Article shall apply in respect of the quantity of any article permitted to be imported at a specified rate of duty.

#### ARTICLE IV

1. If the Government of either country establishes or maintains any form of control of the means of international payment, it shall accord unconditional most-favored-nation treatment to the commerce of the other country with respect to all aspects of such control.

2. The Government establishing or maintaining such control shall impose no prohibition, restriction or delay on the transfer of payment for any article the growth, produce or manufacture of the other country which is not imposed on the transfer of payment for the like article the growth, produce or manufacture of any third country. With respect to rates of exchange and with respect to taxes or charges on exchange transactions, articles the growth, produce or manufacture of the other country shall be accorded unconditionally treatment no less favorable than that accorded to the like articles the growth, produce or manufacture of any third country. The foregoing provisions shall also extend to the application of such control to payments necessary for or incidental to the importation of articles the growth, produce or manufacture of the other country. In general, the control shall be administered so as not to influence to the disadvantage of the other country the competitive relationships between articles the growth, produce or manufacture of the territories of that country and like articles the growth, produce or manufacture of third countries.

#### ARTICLE V

1. In the event that the Government of either country establishes or maintains a monopoly for the importation, production or sale of any article or grants exclusive privileges, formally or in effect, to any agency to import, produce or sell any article, it is agreed that the commerce of the other country shall be accorded fair and equitable treatment in respect of the foreign purchases of such monopoly or agency. To this end such monopoly or agency will, in making its foreign purchases of any article, be influenced solely by those considerations, such as price, quality, marketability and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing such article on the most favorable terms.

2. The Government of each country, in the awarding of contracts for public works and generally in the purchase of supplies, shall accord fair and equitable treatment to the commerce of the other country as compared with the treatment accorded to the commerce of any third country.

## ARTICLE VI

1. Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America and Iceland, respectively, pertaining to the classification of articles for customs purposes or to rates of duty shall be published promptly in such a manner as to enable traders to become acquainted with them. Such laws, regulations and decisions shall be applied uniformly at all ports of the respective country, except as otherwise specifically provided in statutes of the United States of America relating to articles imported into Puerto Rico.

2. No administrative ruling by the Government of either country effecting advances in rates of duties or in charges applicable under an established and uniform practice to imports originating in the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or with respect to articles either entered, or withdrawn from warehouse, for consumption prior to the expiration of thirty days after the date of publication of notice of such ruling in the usual official manner. The provisions of this paragraph shall not apply to administrative orders imposing antidumping duties, or relating to regulations for the protection of human, animal or plant life or health, or relating to public safety, or giving effect to judicial decisions.

3. Greater than nominal penalties shall not be imposed by the Government of either country in connection with the importation of articles the growth, produce or manufacture of the other country because of errors in documentation which are obviously clerical in origin or with regard to which good faith can be established.

## ARTICLE VII

1. Articles the growth, produce or manufacture of the United States of America enumerated and described in Schedule I<sup>4</sup> annexed to this Agreement shall, on their importation into Iceland, be exempt from ordinary customs duties in excess of those set forth and provided for in the said Schedule. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of Iceland in force on that day.

2. Schedule I shall have full force and effect as an integral part of this Agreement.

## ARTICLE VIII

1. Articles the growth, produce or manufacture of Iceland enumerated and described in Schedule II annexed to this Agreement shall, on their importation into the United States of America, be exempt from ordinary customs

<sup>4</sup> See footnote 1, p. 1170.

duties in excess of those set forth and provided for in the said Schedule, subject to the conditions therein set out. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the United States of America in force on that day.

2. Schedule II and the notes included therein shall have full force and effect as integral parts of this Agreement.

#### ARTICLE IX

The provisions of Articles VII and VIII of this Agreement shall not prevent the Government of either country from imposing at any time on the importation of any article a charge equivalent to an internal tax imposed in respect of a like domestic article or in respect of a commodity from which the imported article has been manufactured or produced in whole or in part.

#### ARTICLE X

In respect of articles the growth, produce or manufacture of the United States of America or of Iceland enumerated and described in Schedules I and II, respectively, imported into the other country, on which ad valorem rates of duty, or duties based upon or regulated in any manner by value, are or may be assessed, the general principles applicable in the respective countries for determining dutiable value and converting currencies shall not be altered so as to impair the value of any of the concessions provided for in this Agreement.

#### ARTICLE XI

1. No prohibition, restriction or any other form of quantitative regulation, whether or not operated in connection with any agency of centralized control, shall be imposed by Iceland on the importation or sale of any article the growth, produce or manufacture of the United States of America enumerated and described in Schedule I, or by the United States of America on the importation or sale of any article the growth, produce or manufacture of Iceland enumerated and described in Schedule II.

2. The foregoing provisions shall not prevent the Government of either country from imposing quantitative regulations in whatever form on the importation or sale of any article in conjunction with governmental measures or measures under governmental authority operating to regulate or control the production, market supply, quality or prices of like domestic articles, or tending to increase the labor costs of production of such articles, or to maintain the exchange value of the currency of the country. Whenever the Government of either country proposes to impose or substantially alter any quantitative regulation authorized by this paragraph, it shall give notice thereof in writing to the other Government and shall afford such other Gov-

ernment an opportunity to consult with it in respect of the proposed action; and if agreement with respect thereto is not reached the Government which proposes to take such action shall, nevertheless, be free to do so and the other Government shall be free within thirty days after such action is taken to terminate this Agreement in whole or in part on thirty days' written notice.

#### ARTICLE XII

If the Government of either country should consider that any circumstance, or any measure adopted by the other Government, even though it does not conflict with the terms of this Agreement, has the effect of nullifying or impairing any object of the Agreement or of prejudicing an industry or the commerce of that country, such other Government shall give sympathetic consideration to such written representations or proposals as may be made with a view to effecting a mutually satisfactory adjustment of the matter. If agreement is not reached with respect to the matter within thirty days after such representations or proposals are received, the Government which made them shall be free, within fifteen days after the expiration of the aforesaid period of thirty days, to terminate this Agreement in whole or in part on thirty days' written notice.

#### ARTICLE XIII

1. The provisions of this Agreement relating to the treatment to be accorded by the United States of America and Iceland, respectively, to the commerce of the other country shall apply to the respective customs territories of the two countries.

2. Furthermore, the provisions of this Agreement relating to most-favored-nation treatment shall apply to all territory under the sovereignty or authority of the two countries, except that they shall not apply to the Panama Canal Zone.

#### ARTICLE XIV

1. The advantages now accorded or which may hereafter be accorded by the United States of America or Iceland to adjacent countries in order to facilitate frontier traffic, and advantages accorded by virtue of a customs union to which either country may become a party, shall be excepted from the operation of this Agreement.

2. The advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another, irrespective of any change in the political status of any of the territories or possessions of the United States of America.

## ARTICLE XV

1. Nothing in this Agreement shall be construed to prevent the adoption or enforcement of measures

- (a) imposed on moral or humanitarian grounds;
- (b) designed to protect human, animal or plant life or health;
- (c) relating to prison-made goods;
- (d) relating to the enforcement of police or revenue laws;
- (e) relating to the importation or exportation of gold or silver;
- (f) relating to the control of the export or sale for export of arms, ammunition, or implements of war, and, in exceptional circumstances, all other military supplies;
- (g) relating to neutrality;
- (h) relating to public security, or imposed for the protection of the country's essential interests in time of war or other national emergency.

2. The provisions of this Agreement relating to the sale, taxation or use of imported articles within the United States of America are understood to be subject to the constitutional limitations on the authority of the Federal Government.

## ARTICLE XVI

The Government of each country will accord sympathetic consideration to, and will afford adequate opportunity for consultation regarding, such representations as the other Government may make with respect to the operation of customs regulations, quantitative regulations or the administration thereof, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal or plant life or health.

## ARTICLE XVII

This Agreement shall be proclaimed by the President of the United States of America and shall be ratified by the Regent of Iceland. It shall enter into force on the thirtieth day following the exchange of the proclamation and the instrument of ratification, which shall take place in Washington as soon as possible.

## ARTICLE XVIII

Subject to the provisions of Article XI and Article XII, this Agreement shall remain in force for a term of three years from the date of entry into force pursuant to Article XVII, and, unless at least six months before the expiration of the aforesaid term of three years, the Government of either country shall have given notice in writing to the other Government of intention to terminate the Agreement upon the expiration of that term, the Agreement shall remain in force thereafter, subject to the provisions of Article XI and Article XII, until six months from the date on which the

Government of either country shall have given written notice to the other Government of intention to terminate the Agreement.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

DONE in duplicate, in the English and Icelandic languages, both authentic, at the City of Reykjavik this twenty-seventh day of August 1943.

For the President of the United States of America:

LELAND B. MORRIS [SEAL]

*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America  
to Iceland*

For His Excellency the Regent of Iceland:

VILHJÁLMUR THÓR [SEAL]

*Minister for Foreign Affairs of Iceland*

[For schedules annexed to agreement, see 57 Stat. 1092 or p. 20 of EAS 342.]

## AIR TRANSPORT SERVICES

*Exchange of notes at Reykjavik January 27, 1945, with text of agreement*

*Entered into force January 27, 1945; operative February 1, 1945*

59 Stat. 1464; Executive Agreement Series 463

*The American Minister to the Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
REYKJAVIK, *January 27, 1945*

No. 154

EXCELLENCY:

I have the honor to refer to our negotiations for the conclusion of a reciprocal air transport agreement between the United States of America and Iceland.

It is my understanding that these negotiations, now terminated, have resulted in the following agreement:

### AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND ICELAND RELATING TO AIR TRANSPORT SERVICES

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, Illinois, for the adoption of a standard form of agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States and Iceland, the two Governments parties to this arrangement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

#### ARTICLE 1

The contracting parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

#### ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by

Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that either contracting party granted commercial rights under this agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

### ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such other contracting party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

### ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however,

to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

#### ARTICLE 5

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, or while within the territory of the first party.

#### ARTICLE 6

Each contracting party reserves the right to withhold or revoke a certificate or permit to an airline of the other party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of either party to this agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this agreement.

#### ARTICLE 7

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

#### ARTICLE 8

Either contracting party may terminate the rights for services granted by it under this agreement by giving one year's notice to the other contracting party.

#### ARTICLE 9

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES  
OF AMERICA AND ICELAND

A. Airlines of the United States authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of Iceland, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Keflavik or other suitable airport, on the following route:

The United States to Iceland and points beyond, via intermediate points; in both directions.

B. Airlines of Iceland authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at New York or Chicago, on the following route:

Iceland to New York or Chicago, via intermediate points; in both directions.

You will, of course, understand that this agreement may be affected by subsequent legislation enacted by the Congress of the United States.

I shall be glad to have you inform me whether it is the understanding of your Government that the terms of the agreement resulting from the negotiations are as above set forth. If so, it is suggested that February 1, 1945 become the effective date. If your government concurs in this suggestion the Government of the United States will regard it as becoming effective at such time.

Accept, Excellency, the renewed assurances of my highest consideration.

LOUIS G. DREYFUS JR.

His Excellency

OLAFUR THORS,

*Minister for Foreign Affairs,  
Reykjavik, Iceland.*

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*The Minister of Foreign Affairs to the American Minister*

REYKJAVÍK, *January 27, 1945*

MONSIEUR LE MINISTRE,

I have the honour to acknowledge the receipt of Your Excellency's note dated to-day in which you communicated to me the terms of a reciprocal air transport agreement between Iceland and the United States of America, as agreed upon during our negotiations, now terminated.

The terms of this agreement, which you have communicated to me are as follows:

[For text of agreement, see U.S. note, above.]

In reply, I have the honour to inform Your Excellency, that the terms of the agreement as stated above are acceptable to the Government of Iceland.

It is understood that this agreement may be affected by subsequent legislation enacted by the Congress of the United States.

Furthermore, I wish to inform you that it is agreeable that February 1, 1945 become the effective date of the agreement and that the Government of Iceland will regard it as becoming effective at that date.

I have the honour to renew to Your Excellency the assurances of my highest consideration.

OLAFUR THORS

His Excellency

LOUIS G. DREYFUS,

*Minister of the United States of America,  
Reykjavik.*

## AIR TRANSPORT SERVICES

*Exchange of notes at Reykjavik January 27 and April 11, 1945*  
*Entered into force April 11, 1945*

61 Stat. 2874; Treaties and Other  
International Acts Series 1621

*The Minister of Foreign Affairs to the American Minister*

REYKJAVÍK, January 27, 1945

MONSIEUR LE MINISTRE.

I have the honour to refer to our exchange of notes, dated today,<sup>1</sup> establishing an agreement between Iceland and the United States of America relating to air transport services.

Furthermore I wish to refer to our conversation concerning the said agreement, in which I expressed the desire, considering that Iceland is an intermediate point on the contemplated air route, to have an additional article included in the agreement to insure the transportation of passengers and mail to and from Iceland in both directions. However this question was not stressed, because Your Excellency assured me, that this was a matter, which might more properly be taken up separately, as it did not come within the scope of a general basic agreement, such as the one which just has been concluded between Iceland and the United States.

With reference to the aforesaid I have the honour to request, that through the good offices of the Legation, the Government of the United States arrange, that the operators of the airlines concerned transport Icelandic passengers and mail to and from Iceland in both directions, on an equal basis with nationals of other countries, and further that the charges for such transportation be fixed in proportion to the distances.

I have the honour to renew to Your Excellency the assurances of my highest consideration.

OLAFUR THORS

His Excellency

LOUIS G. DREYFUS,

*Minister of the United States of America,*  
*Reykjavik.*

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<sup>1</sup> EAS 463, *ante*, p. 1173.

*The American Minister to the Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
REYKJAVIK, *April 11, 1945*

No. 220

## EXCELLENCY:

I have the honor to refer to Your Excellency's note dated January 22[27], 1945 requesting that the United States Government arrange that operators of the airlines concerned in the reciprocal air transport agreement concluded between Iceland and the United States on January 27, 1945 carry Icelandic passengers and mail to and from Iceland in both directions on an equal basis with nationals of other countries, and further that the charges for such transportation be fixed in proportion to the distances.

I have now been authorized by my Government to give you assurance that airlines of the United States, having the right to pick up and discharge international traffic under paragraph A of the annex to the above mentioned agreement, will offer reasonable commercial service for Icelandic traffic at the airport referred to in that paragraph provided that this undertaking shall not involve any discrimination between airlines of the United States and other countries operating on that same route, shall take into account the capacity of the aircraft, and shall be fulfilled in such a manner as not to prejudice the normal operations of the international air services concerned.

Accept, Excellency, the renewed assurance of my highest consideration.

FRANCIS L. SPALDING

His Excellency

OLAFUR THORS,  
*Minister for Foreign Affairs,*  
*Reykjavik.*

## DEFENSE

*Exchange of notes at Reykjavik October 7, 1946*

*Entered into force October 7, 1946*

*Supplemented by agreement of April 5, 1947*<sup>1</sup>

*Terminated by agreement of May 5, 1951*<sup>2</sup>

61 Stat. 2426; Treaties and Other  
International Acts Series 1566

### *The Minister of Foreign Affairs to the American Minister*

No. 283

REYKJAVÍK, 7th October, 1946

MONSIEUR LE MINISTRE,

I have the honour to refer to Your Excellency's note no. 616 dated September 19, 1946, proposing certain arrangements with regard to the termination of the defense agreement of July 1, 1941,<sup>3</sup> the withdrawal of the United States Armed Forces now in Iceland, and the future use of the Keflavik airport.

In accordance with further conversations that have taken place between representatives of the Government of Iceland and representatives of the Government of the United States I have the honour to suggest that the proposals for an agreement between the two Governments set forth in Your Excellency's note above mentioned be amended to read as follows:

1. The Government of Iceland and the Government of the United States agree to the abrogation of the defense agreement of July 1, 1941, which shall terminate upon the coming into force of the present agreement.

2. The Keflavik area and the airfields, hereinafter referred to as the airport, and the immovable installations constructed thereon by the United States which will be listed in a joint Icelandic-United States inventory to be prepared concurrently with the transfer of the airport, will be transferred to the Government of Iceland. The airport shall then become the undisputed property of the Icelandic State in fulfilment of the undertakings of the Government of the United States with respect thereto.

<sup>1</sup> *Post*, p. 1188.

<sup>2</sup> 2 UST 1195; TIAS 2266.

<sup>3</sup> EAS 232, *ante*, p. 1160.

3. The Government of the United States will withdraw as promptly as possible United States military and naval personnel now in the city of Reykjavík and during a period of 180 days commencing upon the coming into force of the present agreement will progressively withdraw all United States military and naval personnel now in Iceland.

4. The Keflavik airport will continue to be available for use by aircraft operated by or on behalf of the Government of the United States in connection with the fulfilment of United States obligations to maintain control agencies in Germany. To this end the Government of the United States shall have the right to and may, at its expense, maintain at the airport either directly or under its responsibility the services, facilities and personnel necessary to such use. The special character of these aircraft and their personnel will be respected as far as customs, immigration and other formalities are concerned. No landing fees shall be charged such aircraft.

5. Neither the stipulations in the foregoing paragraph nor any other stipulations in this agreement shall impair the sovereign rights or the ultimate authority of the Republic of Iceland with regard to the control and operation of the airport or any construction or activities there.

6. In connection with the operation of the airport the United States will train Icelandic personnel in airport techniques to enable Iceland to assume progressively the operation of the airport.

7. The Government of Iceland after having consulted the Government of the United States will place in effect operational, safety, and similar rules to govern use of the airport by all aircraft.

8. The Government of Iceland and the Government of the United States will determine a mutually satisfactory formula for the equitable distribution between them of the cost of maintenance and operation of the airport, provided, however, that neither Government shall be obligated to incur any expense with regard to the maintenance and operation of the airport which it does not deem necessary to meet its own needs.

9. No duty or other taxes shall be charged on material, equipment, supplies or goods imported for the use of the Government of the United States, or its agents, under the agreement or for the use of personnel in Iceland by reason of employment pursuant to the agreement. No export tax shall be charged on the removal of such articles.

10. No personnel of the United States resident on the territory of Iceland by reason of employment pursuant to the agreement shall be liable to pay income tax on income derived from sources outside of Iceland.

11. Upon the termination of the present agreement the Government of the United States shall have the right to remove from the airport all movable installations and equipment which have been constructed or provided by the United States or its agents after the date of the agreement unless by agree-

ment such installations and equipment are bought by the Government of Iceland.

12. The agreement shall continue in effect until the obligations of the Government of the United States to maintain control agencies in Germany shall have been fulfilled; provided, however, that at any time after the lapse of five years from the coming into force of the present agreement, either Government may propose a review of the agreement. In such case the two Governments shall consult as soon as possible. If no agreement is reached as a result of such consultation within a period of six months from the date of original notification, either Government may at any time thereafter give notice in writing of intention to denounce the agreement which shall then terminate twelve months from the date of such notice.

Should the Government of the United States accept the amended wording set forth above, the affirmative reply of Your Excellency shall constitute, together with this note, the agreement of the two Governments in these matters.

I have the honour to renew to you, Monsieur le Ministre, the assurance of my highest consideration.

OLAFUR THORS

His Excellency LOUIS G. DREYFUS, JR.  
*United States Minister to Iceland,*  
*Reykjavik.*

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*The American Minister to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
REYKJAVIK, ICELAND, *October 7, 1946*

No. 628

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date in the following terms:

[For text of Icelandic note, see above.]

I have the honor to inform Your Excellency that the Government of the United States accepts the agreement set out in Your Excellency's note quoted above.

Accept, Excellency, the renewed assurances of my highest consideration.

LOUIS G. DREYFUS, JR.

His Excellency  
OLAFUR THORS,  
*Minister for Foreign Affairs,*  
*Reykjavik.*

## DEFENSE: DISPOSITION OF FACILITIES

*Exchange of notes at Reykjavik April 5, 1947, supplementing agreement of October 7, 1946*

*Entered into force April 5, 1947*

*Terminated by agreement of May 5, 1951<sup>1</sup>*

Department of State files

*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

AMERICAN LEGATION

REYKJAVIK, April 5, 1947

No. 726

### EXCELLENCY:

I have the honor to refer to the exchange of notes nos. 283 and 628 dated October 7, 1946,<sup>2</sup> between Your Excellency's predecessor, the Honorable Olafur Thors and the former Minister of the United States of America to Iceland, the Honorable Louis G. Dreyfus, Jr., with regard to the termination of the Defense Agreement of July 1, 1941,<sup>3</sup> the withdrawal of the United States Armed Forces from Iceland and the future use of the Keflavik Airport.

In accordance with the provisions of Article 2 of the Agreement, contained in this exchange of notes, an inventory of the immovable installations constructed at the airport by the United States was prepared jointly by representatives of Iceland and the United States. A copy of this document is attached. Agreement was reached with respect to all installations falling within the classification of immovable with the exception of the following:

- A. The hut installations transferred to the Icelandic Government.
- B. The laundry and dry cleaning plant.
- C. The kitchens.
- D. The telephone system.
- E. The power system, including the power transformers and cables.
- F. The water and drainage systems.
- G. The fifty generators.
- H. The radio equipment.
- I. The workshops.

<sup>1</sup> 2 UST 1195; TIAS 2266.

<sup>2</sup> TIAS 1566, *ante*, p. 1185.

<sup>3</sup> EAS 232, *ante*, p. 1160.

The joint Icelandic–United States Airport Committee was, therefore, requested to decide the nature of these installations. This was done at several meetings of the Airport Committee which came to the following decisions:

A. All accessories of the huts, as well as the huts themselves, shall become the property of the Icelandic Government upon the departure of the United States Armed Forces.

B. The laundry and dry cleaning plant shall be considered as immovable.

C. The kitchens shall be considered as immovable, with the exception of the cooking utensils.

D. All equipment pertaining to the telephone system shall be considered as immovable, with the exception of the switchboards and instruments.

E. The power system, including the power transformers and cables, shall be considered as immovable.

F. The water and drainage systems shall be considered as immovable.

G. 47 of the 50 generators at the Airport shall be considered as immovable. Two of those considered as movable were shipped to Keflavik after the signing of the Agreement of October 7, 1946, while the third was still crated and stored at the Airport on that date.

H. The radio equipment shall be considered as movable.

I. All items in the workshops not clearly and indisputably a part of the buildings shall be considered as movable.

In view of the foregoing, it is proposed: (1) in accordance with Article 2 of the Airport Agreement and in fulfillment of its undertakings, the Government of the United States transfers, assigns and delivers free of charge to the Government of Iceland all the installations determined by the joint inventory group and the Joint Airport Committee to be immovable.

(2) The Government of the United States agrees that all installations classified as movable shall not be removed from the Airport during the period of validity of the Airport Agreement.

(3) Upon the termination of the present Agreement, the Government of the United States agrees to sell to the Government of Iceland any or all of the radio equipment at the Keflavik Airport which the Icelandic authorities may decide to purchase at a fair price which, however, on average shall not exceed 25% of the initial costs delivered in Iceland.

(4) The Government of Iceland agrees that if necessary for use by the agent of the United States, in fulfillment of the provisions of Article 4 of the Airport Agreement, property determined to be immovable shall not be removed from the Keflavik Airport.

(5) During the term of use mentioned in the foregoing paragraph, the United States or its agent shall be responsible for the maintenance of the Airport including the immovable installations situated there but shall not be responsible to the Government of Iceland for fair wear and tear, destruction by fire or Act of God of any such installations.

Should the Government of Iceland concur in the proposals set forth above, the affirmative reply of Your Excellency shall constitute, together with this note, an appendix to the Airport Agreement of October 7, 1946.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM C. TRIMBLE  
*Chargé d'Affaires ad interim*

His Excellency,  
BJARNI BENEDIKTSSON,  
*Minister for Foreign Affairs,  
Reykjavik, Iceland.*

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*The Minister of Foreign Affairs to the American Chargé d'Affaires  
ad interim*

UTANRIKISRADUNEYTIÐ

REYKJAVIK  
*5th April, 1947*

Db. 65K.8.  
No. 63

MONSIEUR LE CHARGÉ D'AFFAIRES,

I have the honour to acknowledge the receipt of your note of today's date in the following terms:

[For text of U.S. note, see above.]

I have the honour to inform you, that the Government of Iceland accepts the proposals set forth above and that this exchange of notes shall constitute an appendix to the Airport Agreement of October 7, 1946.

I have the honour to renew to you, Monsieur le Chargé d'Affaires, the assurances of my high consideration.

BJARNI BENEDIKTSSON

Mr. WILLIAM C. TRIMBLE,  
*Chargé d'Affaires a. i.  
of the United States of America,  
Reykjavik.*

## VISAS FOR TEMPORARY VISITORS

*Exchange of notes at Reykjavik October 1 and December 9, 1947  
Entered into force December 9, 1947; operative January 1, 1948  
Superseded August 1, 1956, by agreement of June 4, 1956*<sup>1</sup>

62 Stat. 3941; Treaties and Other  
International Acts Series 2031

*The American Chargé d'Affaires ad interim to the Minister of  
Foreign Affairs*

AMERICAN LEGATION

REYKJAVIK, ICELAND

*October 1, 1947*

No. 822

### EXCELLENCY:

Pursuant to instructions from my Government, I have the honor to propose that the Government of Iceland and the Government of the United States enter into an agreement according to which each Government will, unless special circumstances exist, hereafter reciprocally issue visas to temporary visitors valid for a period of twentyfour months. It is suggested that this procedure enter into effect on December 1, 1947. This change, it should be noted, would not disturb the arrangement<sup>2</sup> between the two Governments whereby all nonimmigrant passport visa fees are waived on a reciprocal basis.

Should the Government of Iceland accept the foregoing proposal, the affirmative reply of Your Excellency shall constitute, together with this note, the agreement of the two Governments in this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM C. TRIMBLE

*Chargé d'Affaires ad interim*

His Excellency

BJARNI BENEDIKTSSON,

*Minister for Foreign Affairs*

*Reykjavik.*

<sup>1</sup> 7 UST 1017; TIAS 3584.

<sup>2</sup> Agreement of Nov. 3 and Dec. 21, 1925, and June 11, 19, and 21, 1926, *ante*, p. 1150.

*The Minister of Foreign Affairs to the American Chargé d'Affaires  
ad interim*

## MINISTRY OF FOREIGN AFFAIRS

REYKJAVIK

*December 9th, 1947*

No. 189

MONSIEUR LE CHARGÉ D'AFFAIRES,

I have the honour to acknowledge receipt of your note of October 1st 1947 in which you propose that the Government of Iceland and the Government of the United States enter into an agreement according to which each Government will, unless special circumstances exist, hereafter reciprocally issue visas to temporary visitors valid for a period of twenty-four months.

I have the honour to inform you that the Government of Iceland accepts the foregoing proposal and that your note and the present reply shall constitute the agreement of the two Governments in this matter. At the same time it is suggested that this procedure enter into effect on January 1st 1948.

It is understood that the present agreement will not disturb the arrangement between the two Governments whereby all non-immigrant passport visa fees are waived on a reciprocal basis.

Accept, Monsieur le Chargé d'Affaires, the renewed assurances of my high consideration.

BJARNI BENEDIKTSSON

MR. WILLIAM C. TRIMBLE

*Chargé d'Affaires ad interim  
of the United States of America,  
Reykjavík.*

## ECONOMIC COOPERATION

*Agreement signed at Reykjavik July 3, 1948, with annex  
Entered into force July 3, 1948*

*Amended by agreements of February 7, 1950;<sup>1</sup> February 23, 1951;<sup>2</sup>  
and October 9, 1952, and October 1, 1953<sup>3</sup>*

62 Stat. 2363; Treaties and Other  
International Acts Series 1787

### ECONOMIC COOPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND ICELAND

#### PREAMBLE

The Governments of the United States of America and Iceland:

Recognizing that the restoration or maintenance in European countries of principles of individual liberty, free institutions, and genuine independence rests largely upon the establishment of sound economic conditions, stable international economic relationships, and the achievement by the countries of Europe of a healthy economy independent of extraordinary outside assistance;

Recognizing that a strong and prosperous European economy is essential for the attainment of the purposes of the United Nations;

Considering that the achievement of such conditions calls for a European recovery plan of self-help and mutual cooperation, open to all nations which cooperate in such a plan, based upon a strong production effort, the expansion of foreign trade, the creation or maintenance of internal financial stability and the development of economic cooperation, including all possible steps to establish and maintain valid rates of exchange and to reduce trade barriers;

Considering that in furtherance of these principles the Government of Iceland has joined with other like-minded nations in a Convention for European Economic Cooperation signed at Paris on April 16, 1948, under which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery program, and that the Government of Iceland is a member of the Organization for European Economic Cooperation created pursuant to the provisions of that Convention;

Considering also that, in furtherance of these principles, the Government of the United States of America has enacted the Economic Cooperation Act

<sup>1</sup> 1 UST 154; TIAS 2026.

<sup>2</sup> 2 UST 1317; TIAS 2284.

<sup>3</sup> 5 UST 166; TIAS 2910.

of 1948,<sup>4</sup> providing for the furnishing of assistance by the United States of America to nations participating in a joint program for European recovery, in order to enable such nations through their own individual and concerted efforts to become independent of extraordinary outside economic assistance;

Taking note that the Government of Iceland has already expressed its adherence to the purposes and policies of the Economic Cooperation Act of 1948;

Desiring to set forth the understandings which govern the furnishing of assistance by the Government of the United States of America under the Economic Cooperation Act of 1948, the receipt of such assistance by Iceland, and the measures which the two Governments will take individually and together in furthering the recovery of Iceland as an integral part of the joint program for European recovery;

Have agreed as follows:

#### ARTICLE I

##### (Assistance and Cooperation)

1. The Government of the United States of America undertakes to assist Iceland, by making available to the Government of Iceland or to any person, agency or organization designated by the latter Government such assistance as may be requested by it and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, conditions and termination provisions, of the Economic Cooperation Act of 1948, acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Government of Iceland only such commodities, services and other assistance as are authorized to be made available by such acts.

2. The Government of Iceland, acting individually and through the Organization for European Economic Cooperation, consistently with the Convention for European Economic Cooperation signed at Paris on April 16, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery program economic conditions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery program to become independent of extraordinary outside economic assistance within the period of this Agreement. The Government of Iceland reaffirms its intention to take action to carry out the provisions of the General Obligations of the Convention for European Economic Cooperation, to continue to participate actively in the work of the Organization for European Economic Cooperation, and to continue to adhere to the purposes and policies of the Economic Cooperation Act of 1948.

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<sup>4</sup> 62 Stat. 137.

3. With respect to assistance furnished by the Government of the United States of America to Iceland and procured from areas outside the United States of America, its territories and possessions, the Government of Iceland will cooperate with the Government of the United States of America in ensuring that procurement will be effected at reasonable prices and on reasonable terms and so as to arrange that the dollars thereby made available to the country from which the assistance is procured are used in a manner consistent with any arrangements made by the Government of the United States of America with such country.

## ARTICLE II

### (General Undertakings)

1. In order to achieve the maximum recovery through the employment of assistance received from the Government of the United States of America, the Government of Iceland will use its best endeavours:

(a) to adopt or maintain the measures necessary to ensure efficient and practical use of all the resources available to it, including

- (i) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement and, as far as practicable, with the general purposes outlined in the schedules furnished by the Government of Iceland in support of the requirements of assistance to be furnished by the Government of the United States of America;
- (ii) the observation and review of the use of such resources through an effective follow-up system approved by the Organization for European Economic Cooperation; and
- (iii) to the extent practicable, measures to locate, identify and put into appropriate use in furtherance of the joint program for European recovery, assets and earnings therefrom which belong to nationals of Iceland and which are situated within the United States of America, its territories or possessions. Nothing in this clause imposes any obligation on the Government of the United States of America to assist in carrying out such measures or on the Government of Iceland to dispose of such assets;

(b) to promote the development of industrial and agricultural production on a sound economic basis; to achieve such production targets as may be established through the Organization for European Economic Cooperation; and when desired by the Government of the United States of America, to communicate to that Government detailed proposals for specific projects contemplated by the Government of Iceland to be undertaken in substantial

part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of transportation facilities and food;

(c) to stabilize its currency, establish or maintain a valid rate of exchange, balance its governmental budget as soon as practicable, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary system;

(d) to cooperate with other participating countries in facilitating and stimulating an increasing interchange of goods and services among the participating countries and with other countries and in reducing public and private barriers to trade among themselves and with other countries.

2. Taking into account Article 8 of the Convention for European Economic Cooperation looking toward the full and effective use of manpower available in the participating countries, the Government of Iceland will accord sympathetic consideration to proposals made in conjunction with the International Refugee Organization directed to the largest practicable utilization of manpower available in any of the participating countries in furtherance of the accomplishment of the purposes of this Agreement.

3. The Government of Iceland will take the measures which it deems appropriate, and will cooperate with other participating countries, to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which restrain competition, limit access to markets or foster monopolistic control whenever such practices or arrangements have the effect of interfering with the achievement of the joint program of European recovery.

### ARTICLE III<sup>5</sup>

#### (Guaranties)

1. The Governments of the United States of America and Iceland will, upon the request of either Government, consult respecting projects in Iceland proposed by nationals of the United States of America and with regard to which the Government of the United States of America may appropriately make guaranties of currency transfer under section 111(b)(3) of the Economic Cooperation Act of 1948.

2. The Government of Iceland agrees that if the Government of the United States of America makes payment in United States dollars to any person under such a guaranty, any krónur, or credits in krónur, assigned or transferred to the Government of the United States of America pursuant to that section shall be recognized as property of the Government of the United States of America.

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<sup>5</sup> For an understanding relating to para. 1 of art. III, see agreement of Feb. 23, 1951 (2 UST 1317; TIAS 2284); for an understanding relating to para. 2, see agreement of Feb. 7, 1950 (1 UST 154; TIAS 2026).

## ARTICLE IV

## (Local Currency)

1. The provisions of this Article shall apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis.

2. The Government of Iceland will establish a special account in the Landsbanki Islands (National Bank of Iceland) in the name of the Government of Iceland (hereinafter called the Special Account) and will make deposits in krónur to this account in amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to Iceland on a grant basis by any means authorized under the Economic Cooperation Act of 1948. The Government of the United States of America shall from time to time notify the Government of Iceland of the indicated dollar cost of any such commodities, services and technical information, and the Government of Iceland will thereupon deposit in the Special Account a commensurate amount of krónur computed at a rate of exchange which shall be the par value agreed at such time with the International Monetary Fund. The Government of Iceland may at any time make advance deposits in the Special Account which shall be credited against subsequent notifications pursuant to this paragraph.<sup>6</sup>

3. The Government of the United States of America will from time to time notify the Government of Iceland of its requirements for administrative expenditures in krónur within Iceland incident to operations under the Economic Cooperation Act of 1948, and the Government of Iceland will thereupon make such sums available out of any balances in the Special Account in the manner requested by the Government of the United States of America in the notification.

4. Five percent of each deposit made pursuant to this Article in respect of assistance furnished under authority of the Foreign Aid Appropriation Act, 1949,<sup>7</sup> shall be allocated to the use of the Government of the United States of America for its expenditures in Iceland, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.<sup>8</sup>

5. The Government of Iceland will further make such sums of krónur available out of any balances in the Special Account as may be required to

<sup>6</sup> For an understanding relating to para. 2 of art. IV, see agreement of Feb. 7, 1950 (1 UST 154; TIAS 2026).

<sup>7</sup> 62 Stat. 1054.

<sup>8</sup> For an understanding relating to para. 4 of art. IV, see agreement of Feb. 7, 1950 (1 UST 154; TIAS 2026); for an amendment of para. 4, see agreement of Oct. 9, 1952, and Oct. 1, 1953 (5 UST 166; TIAS 2910).

cover costs (including port, storage, handling and similar charges) of transportation from any point of entry in Iceland to the consignee's designated point of delivery in Iceland of such relief supplies and packages as are provided for in Section 117 (c) of the Economic Cooperation Act of 1948.

6. The Government of Iceland may draw upon any remaining balance in the Special Account for such purposes as may be agreed from time to time with the Government of the United States of America. In considering proposals put forward by the Government of Iceland for drawings from the Special Account, the Government of the United States of America will take into account the need for promoting or maintaining internal monetary and financial stabilization in Iceland and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within Iceland, including in particular:

(a) expenditures upon projects or programs, including those which are part of a comprehensive program for the development of the productive capacity of Iceland and the other participating countries, and projects or programs the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Cooperation Act of 1948 or otherwise, or by loans from the International Bank for Reconstruction and Development;

(b) expenditures upon the exploration for and development of additional production of materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States of America; and

(c) effective retirement of the national debt, especially debt held by the National Bank of Iceland or other banking institutions.<sup>9</sup>

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article, remaining in the Special Account on June 30, 1952, shall be disposed of within Iceland for such purposes as may hereafter be agreed between the Governments of the United States of America and Iceland, it being understood that the agreement of the United States of America shall be subject to approval by Act or Joint Resolution of the Congress of the United States of America.

## ARTICLE V

### (Access to Materials)

1. The Government of Iceland will facilitate the transfer to the United States of America, for stockpiling or other purposes, of materials originating in Iceland which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources, upon such reasonable terms of sale, exchange, barter or otherwise, and in such quantities, and

<sup>9</sup> For an understanding relating to para. 6 of art. IV, see agreement of Feb. 23, 1951 (2 UST 1317; TIAS 2284).

for such period of time, as may be agreed to between the Governments of the United States of America and Iceland, after due regard for the reasonable requirements of Iceland for domestic use and commercial export of such materials. The Government of Iceland will take such specific measures as may be necessary to carry out the provisions of this paragraph, including the promotion of the increased production of such materials within Iceland, and the removal of any hindrances to the transfer of such materials to the United States of America. The Government of Iceland will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of Iceland will, when so requested by the Government of the United States of America, negotiate such arrangements as are appropriate to carry out the provisions of paragraph (9) of subsection 115 (b) of the Economic Cooperation Act of 1948, which relates to the development and transfer of materials required by the United States of America.

3. The Government of Iceland, when so requested by the Government of the United States of America, will cooperate, wherever appropriate, to further the objectives of paragraphs 1 and 2 of this Article in respect of materials originating outside of Iceland.

#### ARTICLE VI

##### (Travel Arrangements)

The Government of Iceland will cooperate with the Government of the United States of America in facilitating and encouraging the promotion and development of travel by citizens of the United States of America to and within participating countries.

#### ARTICLE VII

##### (Consultation and Transmittal of Information)

1. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of Iceland will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the Government of Iceland:

(a) detailed information of projects, programs and measures proposed or adopted by the Government of Iceland to carry out the provisions of this Agreement and the General Obligations of the Convention for European Economic Cooperation;

(b) full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such statements to be made in each calendar quarter;

(c) information regarding its economy and any other relevant information, necessary to supplement that obtained by the Government of the United States of America from the Organization for European Economic Cooperation, which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Cooperation Act of 1948, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement and generally the progress of the joint recovery program.

3. The Government of Iceland will assist the Government of the United States of America to obtain information relating to the materials originating in Iceland referred to in Article V which is necessary to the formulation and execution of the arrangements provided for in that Article.

#### ARTICLE VIII

##### (Publicity)

1. The Governments of the United States of America and Iceland recognize that it is in their mutual interest that full publicity be given to the objectives and progress of the joint program for European recovery and of the actions taken in furtherance of that program. It is recognized that wide dissemination of information on the progress of the program is desirable in order to develop the sense of common effort and mutual aid which are essential to the accomplishment of the objectives of the program.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Government of Iceland will encourage the dissemination of such information both directly and in cooperation with the Organization for European Economic Cooperation. It will make such information available to the media of public information and take all practicable steps to ensure that appropriate facilities are provided for such dissemination. It will further provide other participating countries and the Organization for European Economic Cooperation with full information on the progress of the program for economic recovery.

4. The Government of Iceland will make public in Iceland in each calendar quarter, full statements of operations under this Agreement, including information as to the use of funds, commodities and services received.

#### ARTICLE IX

##### (Missions)

1. The Government of Iceland agrees to receive a Special Mission for Economic Cooperation which will discharge the responsibilities of the Government of the United States of America in Iceland under this Agreement.

2. The Government of Iceland will, upon appropriate notification from the Minister of the United States of America in Iceland, consider the Special Mission and its personnel, and the United States Special Representative in Europe, as part of the Legation of the United States of America in Iceland for the purpose of enjoying the privileges and immunities accorded to that Legation and its personnel of comparable rank. The Government of Iceland will further accord appropriate courtesies to the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America and grant them the facilities and assistance necessary to the effective performance of their responsibilities.

3. The Government of Iceland, directly and through its representatives on the Organization for European Economic Cooperation, will extend full cooperation to the Special Mission, to the United States Special Representative in Europe and his staff, and to the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

#### ARTICLE X

##### (Settlement of Claims of Nationals)

1. The Governments of the United States of America and Iceland agree to submit to the decision of the International Court of Justice any claim espoused by either Government on behalf of one of its nationals against the other Government for compensation for damage arising as a consequence of governmental measures (other than measures concerning enemy property or interests) taken after April 3, 1948, by the other Government and affecting property or interests of such national, including contracts with or concessions granted by duly authorized authorities of such other Government. It is understood that the undertaking of the Government of the United States of America in respect of claims espoused by the Government of Iceland pursuant to this paragraph is made under the authority of and is limited by the terms and conditions of the recognition by the United States of America of the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court, as set forth in the Declaration of the President of the United States of America dated August 14, 1946.<sup>10</sup> The provisions of this paragraph shall be in all respects without prejudice to other rights of access, if any, of either Government to the International Court of Justice or to the espousal and presentation of claims based upon alleged violations by either Government of rights and duties arising under treaties, agreements or principles of international law.

<sup>10</sup> TIAS 1598, *ante*, vol. 4, p. 140.

2. The Governments of the United States of America and Iceland further agree that such claims may be referred, in lieu of the Court, to any arbitral tribunal mutually agreed upon.

3. It is further understood that neither Government will espouse a claim pursuant to this Article until its national has exhausted the remedies available to him in the administrative and judicial tribunals of the country in which the claim arose.

#### ARTICLE XI

##### (Definitions)

As used in this Agreement:

The term "participating country" means

(i) any country which signed the Report of the Committee of European Economic Cooperation at Paris on September 22, 1947, and territories for which it has international responsibility and to which the Economic Cooperation Agreement concluded between that country and the Government of the United States of America has been applied, and

(ii) any other country (including any of the zones of occupation of Germany, any areas under international administration or control, and the Free Territory of Trieste or either of its zones) wholly or partly in Europe, together with dependent areas under its administration;

for so long as such country is a party to the Convention for European Economic Cooperation and adheres to a joint program for European recovery designed to accomplish the purposes of this Agreement.

#### ARTICLE XII

##### (Entry into Force, Amendment, Duration)

1. This Agreement shall become effective on this day's date. Subject to the provisions of paragraphs 2 and 3 of this Article, it shall remain in force until June 30, 1953, and, unless at least six months before June 30, 1953, either Government shall have given notice in writing to the other of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

2. If, during the life of this Agreement, either Government should consider there has been a fundamental change in the basic assumptions underlying this Agreement, it shall so notify the other Government in writing and the two Governments will thereupon consult with a view to agreeing upon the amendment, modification or termination of this Agreement. If, after three months from such notification, the two Governments have not agreed upon the action to be taken in the circumstances, either Government may give notice in writing to the other of intention to terminate this Agreement.

Then, subject to the provisions of paragraph 3 of this Article, this Agreement shall terminate either:

- (a) six months after the date of such notice of intention to terminate, or
- (b) after such shorter period as may be agreed to be sufficient to ensure that the obligations of the Government of Iceland are performed in respect of any assistance which may continue to be furnished by the Government of the United States of America after the date of such notice;

provided, however, that Article V and paragraph 3 of Article VII shall remain in effect until two years after the date of such notice of intention to terminate, but not later than June 30, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of this Agreement and the period of effectiveness of such subsidiary agreements and arrangements shall be governed by their own terms. Article IV shall remain in effect until all the sums in the currency of Iceland required to be deposited in accordance with its own terms have been disposed of as provided in that Article. Paragraph 2 of Article III shall remain in effect for so long as the guaranty payments referred to in that Article may be made by the Government of the United States of America.

4. This Agreement may be amended at any time by agreement between the two Governments.

5. The Annex to this Agreement forms an integral part thereof.

6. This Agreement shall be registered with the Secretary-General of the United Nations.

IN WITNESS WHEREOF the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Reykjavik, in duplicate, in the English and Icelandic languages, both texts authentic, this third day of July, 1948.

For the Government of the United States of America:

RICHARD P. BUTRICK

*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America  
to Iceland*

For the Government of Iceland:

BJARNI BENEDIKTSSON

*Minister for Foreign Affairs of Iceland*

ANNEX

(Interpretative Notes)

1. It is understood that the requirements of paragraph 1 (a) of Article II, relating to the adoption of measures for the efficient use of resources, would

include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the obligation under paragraph 1 (c) of Article II to balance the budget as soon as practicable would not preclude deficits over a short period but would mean a budgetary policy involving the balancing of the budget in the long run.

3. It is understood that the business practices and business arrangements referred to in paragraph 3 of Article II mean:

(a) fixing prices, terms or conditions to be observed in dealing with others in the purchase, sale or lease of any product;

(b) excluding enterprises from, or allocating or dividing, any territorial market or field of business activity, or allocating customers, or fixing sales quotas or purchase quotas;

(c) discriminating against particular enterprises;

(d) limiting production or fixing production quotas;

(e) preventing by agreement the development or application of technology or invention whether patented or unpatented;

(f) extending the use of rights under patents, trademarks or copyrights granted by either country to matters which, according to its laws and regulations, are not within the scope of such grants, or to products or conditions of production, use or sale which are likewise not the subjects of such grants; and

(g) such other practices as the two Governments may agree to include.

4. It is understood that the Government of Iceland is obligated to take action in particular instances in accordance with paragraph 3 of Article II only after appropriate investigation or examination.

5. It is understood that the phrase in Article V "after due regard for the reasonable requirements of Iceland for domestic use" would include the maintenance of reasonable stocks of the materials concerned and that the phrase "commercial export" might include barter transactions. It is also understood that arrangements negotiated under Article V might appropriately include provision for consultation, in accordance with the principles of Article 32 of the Havana Charter for an International Trade Organization,<sup>11</sup> in the event that stockpiles are liquidated.

6. It is understood that the provisions in Article V paragraph 2 of the Agreement shall not be interpreted in such a way as to entail negotiations for

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<sup>11</sup> Unperfected. Art. 32(3) of the Havana Charter reads as follows:

"Such Member shall, at the request of any Member which considers itself substantially interested, consult as to the best means of avoiding substantial injury to the economic interests of producers and consumers of the primary commodity in question. In cases where the interests of several Members might be substantially affected, the Organization may participate in the consultations, and the Member holding the stocks shall give due consideration to its recommendations."

the change of the fisheries legislation of Iceland. It is also understood that arrangements which might be called for under Article V, to be agreed between the two Governments, will take into account the provisions of the laws of Iceland.

7. It is understood that the Government of Iceland will not be requested, under paragraph 2 (a) of Article VII, to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

8. It is understood that the Government of the United States of America in making the notifications referred to in paragraph 2 of Article IX would bear in mind the desirability of restricting, so far as practicable, the number of officials for whom full diplomatic privileges would be requested. It is also understood that the detailed application of Article IX would, when necessary, be the subject of inter-governmental discussions.

9. It is understood that if the Government of Iceland should accept the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court,<sup>12</sup> on suitable terms and conditions, the two Governments will consult with a view to replacing the second sentence of paragraph 1 of Article X with provisions along the following lines: it is understood that the undertaking of each Government in respect of claims espoused by the other Government pursuant to this paragraph is made in the case of each Government under the authority of and is limited by the terms and conditions of such effective recognition as it has heretofore given to the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court.

10. It is understood that any agreements which might be arrived at pursuant to paragraph 2 of Article X would be subject to ratification by the Senate of the United States of America.

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<sup>12</sup> TS 993, *ante*, vol. 3, p. 1186.

# MOST-FAVORED-NATION TREATMENT FOR AREAS UNDER OCCUPATION OR CONTROL

*Exchange of notes at Reykjavik July 3, 1948*

*Entered into force July 3, 1948*

*Expired in accordance with its terms*

62 Stat. 2903; Treaties and Other  
International Acts Series 1827

*The American Minister to the Minister of Foreign Affairs*

AMERICAN LEGATION

REYKJAVIK, ICELAND

*July 3, 1948*

No. 78

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments relating to the territorial application of commercial arrangements between the United States of America and Iceland and to confirm the understanding reached as a result of these conversations as follows:

1. For such time as the Government of the United States of America participates in the occupation or control of any areas in western Germany, the Free Territory of Trieste, Japan or southern Korea, the Government of Iceland will apply to the merchandise trade of such area the provisions relating to the most-favored-nation treatment of the merchandise trade of the United States of America set forth in the Trade Agreement between the United States of America and Iceland signed August 27, 1943,<sup>1</sup> or, for such time as the Governments of the United States of America and Iceland may both be contracting parties to the General Agreement on Tariffs and Trade, dated October 30, 1947,<sup>2</sup> the provisions of that Agreement, as now or hereafter amended, relating to the most-favored-nation treatment of such trade. It is understood that the undertaking in this paragraph relating to the application of the most-favored-nation provisions of the Trade Agreement signed August 27, 1943, shall be subject to the exceptions recognized in the General Agreement on Tariffs and Trade permitting departures from the application

<sup>1</sup> EAS 342, *ante*, p. 1170.

<sup>2</sup> TIAS 1700, *ante*, vol. 4, p. 641.

of most-favored-nation treatment; provided that nothing in this sentence shall be construed to require compliance with the procedures specified in the General Agreement with regard to the application of such exceptions.

2. The undertaking in point 1, above, will apply to the merchandise trade of any area referred to therein only for such time and to such extent as such area accords reciprocal most-favored-nation treatment to the merchandise trade of Iceland.

3. The undertakings in points 1 and 2, above, are entered into in the light of the absence at the present time of effective or significant tariff barriers to imports into the areas herein concerned. In the event that such tariff barriers are imposed, it is understood that such undertakings shall be without prejudice to the application of the principles set forth in the Havana Charter for an International Trade Organization<sup>3</sup> relating to the reduction of tariffs on a mutually advantageous basis.

4. It is recognized that the absence of a uniform rate of exchange for the currency of the areas in western Germany, Japan or southern Korea referred to in point 1 above may have the effect of indirectly subsidizing the exports of such areas to an extent which it would be difficult to calculate exactly. So long as such a condition exists, and if consultation with the Government of the United States of America fails to reach an agreed solution to the problem, it is understood that it would not be inconsistent with the undertaking in point 1 for the Government of Iceland to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of Iceland determines that the subsidization is such as to cause or threaten material injury to an established domestic industry or is such as to prevent or materially retard the establishment of a domestic industry.

5. The undertakings in this note shall remain in force until January 1, 1951, and unless at least six months before January 1, 1951, either Government shall have given notice in writing to the other of intention to terminate these undertakings on that date, they shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

Accept, Excellency, the renewed assurances of my highest consideration.

RICHARD P. BUTRICK

His Excellency

BJARNI BENEDIKTSSON,

*Minister for Foreign Affairs,*

*Reykjavik.*

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<sup>3</sup> Unperfected; for excerpts, see *A Decade of American Foreign Policy: Basic Documents 1941-49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

REYKJAVIK

*July 3, 1948*

MR. MINISTER:

I take the liberty of referring to the conversations which have recently taken place between representatives of our two Governments, relating to the territories to which the commercial agreements between Iceland and the United States of America shall apply, and to confirm that as a result of these conversations an understanding has been reached, as follows:

[For terms of understanding, see numbered paragraphs in U.S. note, above.]

I take the liberty, Mr. Minister, of expressing to you my special consideration.

BJARNI BENEDIKTSSON

Minister RICHARD P. BUTRICK,  
*American Legation,*  
*Reykjavik.*

# *India*<sup>1</sup>

## MILITARY SERVICE

*Exchange of notes at Washington March 30, May 25, July 3, and  
September 30, 1942*

*Entered into force May 27, 1942*

*Terminated March 31, 1947*<sup>2</sup>

56 Stat. 1912; Executive Agreement Series 308

*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*March 30, 1942*

### EXCELLENCY:

I have the honor to refer to conversations which have taken place between officers of the British Embassy and of the Department with respect to the application of the United States Selective Training and Service Act of 1940,<sup>3</sup> as amended, to British subjects residing in the United States.

As you are aware the Act provides that with certain exceptions every male citizen of the United States and every other male person residing in the United States between the ages of 18 and 65 shall register. The Act further provides that, with certain exceptions, registrants within specified age limits are liable for active military service in the United States armed forces.

This Government recognizes that from the standpoint of morale of the individuals concerned and the over-all military effort of the countries at war with the Axis Powers, it would be desirable to permit certain classes of individuals who have registered or who may register under the Selective Training and Service Act of 1940, as amended, to enlist in the armed forces of a co-belligerent country, should they desire to do so. It will be recalled that

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<sup>1</sup> Certain other agreements between the United States and the United Kingdom were, or are, applicable to India. See *post*, UNITED KINGDOM.

<sup>2</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

<sup>3</sup> 54 Stat. 885.

during the World War this Government signed conventions with certain associated powers on this subject. The United States Government believes, however, that under existing circumstances the same ends may now be accomplished through administrative action, thus obviating the delays incident to the signing and ratification of conventions.

This Government is prepared, therefore, to initiate a procedure which will permit aliens who have registered under the Selective Training and Service Act of 1940, as amended, who are nationals of co-belligerent countries and who have not declared their intention of becoming American citizens to elect to serve in the forces of their respective countries, in lieu of service in the armed forces of the United States, at any time prior to their induction into the armed forces of this country. Individuals who so elect will be physically examined by the armed forces of the United States, and if found physically qualified, the results of such examinations will be forwarded to the proper authorities of the co-belligerent nation for determination of acceptability. Upon receipt of notification that an individual is acceptable and also receipt of the necessary travel and meal vouchers from the co-belligerent government involved, the appropriate State Director of the Selective Service System will direct the local Selective Service Board having jurisdiction in the case to send the individual to a designated reception point for induction into active service in the armed forces of the co-belligerent country. If upon arrival it is found that the individual is not acceptable to the armed forces of the co-belligerent country, he shall be liable for immediate induction into the armed forces of the United States.

Before the above-mentioned procedure will be made effective with respect to a co-belligerent country, this Department wishes to receive from the diplomatic representative in Washington of that country a note stating that his government desires to avail itself of the procedure and in so doing agrees that:

(a) No threat or compulsion of any nature will be exercised by his government to induce any person in the United States to enlist in the forces of any foreign government;

(b) Reciprocal treatment will be granted to American citizens by his government; that is, prior to induction in the armed forces of his government they will be granted the opportunity of electing to serve in the armed forces of the United States in substantially the same manner as outlined above. Furthermore, his government shall agree to inform all American citizens serving in its armed forces or former American citizens who may have lost their citizenship as a result of having taken an oath of allegiance on enlistment in such armed forces and who are now serving in those forces that they may transfer to the armed forces of the United States provided they desire to do so and provided they are acceptable to the armed forces of the United States. The arrangements for effecting such transfers are to be worked out

by the appropriate representatives of the armed forces of the respective governments.

(c) No enlistments will be accepted in the United States by his government of American citizens subject to registration or of aliens of any nationality who have declared their intention of becoming American citizens and are subject to registration.

This Government is prepared to make the proposed regime effective immediately with respect to the United Kingdom upon the receipt from you of a note stating that your government desires to participate in it and agrees to the stipulations set forth in lettered paragraphs (a), (b), and (c) above.

This Government is also prepared to make the proposed regime effective with respect to India upon the receipt of similar formal assurances. I should accordingly appreciate your having this matter presented to the Government of India.

Accept, Excellency, the renewed assurances of my highest consideration.

SUMNER WELLES  
*Acting Secretary of State*

His Excellency

The Right Honorable  
The Viscount HALIFAX, K.G.,  
*British Ambassador.*

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*The Agent General for India to the Secretary of State*

WASHINGTON, D.C.  
*25th May, 1942*

F.51/42

SIR,

I have the honour to refer to your letter dated the 30th March, 1942 to His Excellency the British Ambassador regarding the application of the United States Selective Training and Service Act of 1940, as amended, to British subjects residing in the United States.

2. In paragraph 7 of that letter the Government of the United States expressed its willingness to make the proposed regime effective with respect to India upon the receipt of formal assurances similar to those outlined earlier in the despatch. The Government of India has authorised me to say that it accepts the procedure proposed, and gives an assurance that no threat or compulsion of any nature will be exercised to induce any person in the United States to enlist in the forces of my Government. Similarly no enlistments will be accepted in the United States of American citizens subject to registration or of aliens of any nationality who have declared their intention of becoming American citizens and are subject to registration.

3. With regard to the request that reciprocal treatment should be granted to American citizens by the Government of India, I am to explain that strict reciprocity is not possible as there is no conscription law for United States citizens in India. The Government of India, however, has no objection to the Government of the United States calling up its citizens in India for military service.

4. I have the honour to be, Sir, with the highest consideration, your most obedient, humble servant,

G. S. BAJPAI

The Honourable Mr. CORDELL HULL,  
*Secretary of State,*  
*State Department,*  
*Washington, D.C.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

July 3, 1942

EXCELLENCY:

I have the honor to advise you that the competent authorities of this Government consider Sir Girja Shankar Bajpai's note of May 25, 1942, relative to the application of the United States Selective Training and Service Act of 1940, as amended, to Indian nationals residing in the United States, to contain satisfactory assurances concerning the points raised in my note of March 30, 1942. The procedure described in my note of March 30 is accordingly deemed to be in effect with respect to India and the War Department and the Selective Service System have been so advised.

The procedure contemplated to enable Indian nationals residing in the United States to be enrolled in the British Indian armed forces is identical with that now in effect for Canadian nationals, which is described in detail in the enclosed memorandum of May 2, 1942<sup>4</sup> from the National Headquarters of the Selective Service System to all state directors.

It is noted that Sir Girja's note contains no indication that American citizens now serving in the armed forces of India or persons in those forces who have lost American citizenship as a result of having taken the oath of allegiance in connection with their entry into those forces have been informed that they may transfer to United States forces if they so desire and if they are acceptable to the United States. It is assumed that appropriate steps will

<sup>4</sup> Not printed here.

be taken, if they have not already been taken, to have such information conveyed to any such persons who may be serving in the armed forces of India.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency  
The Right Honorable  
The Viscount HALIFAX, K.G.,  
*British Ambassador.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*September 30, 1942*

EXCELLENCY:

I have the honor to refer to the arrangement between Great Britain and the United States concerning the services of nationals of one country in the armed forces of the other country, and to inform you that the War Department is prepared to discharge, for the purpose of transferring to the armed forces of their own country, nondeclarant British nationals now serving in the United States forces who have not heretofore had an opportunity of electing to serve in the forces of their own country, under the same conditions existing for the transfer of American citizens from the British forces. The foregoing applies also to Indian nationals.

The Inter-Allied Personnel Board of the War Department, which is headed by Major General Guy V. Henry, is prepared to make the necessary arrangements for the contemplated transfers, and to discuss matters related thereto. In the case of a person serving outside the United States, however, the commanding officer of the theater of operations in which he may be serving is the proper authority to arrange the release.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State  
BRECKINRIDGE LONG

His Excellency  
The Right Honorable  
The Viscount HALIFAX, K.G.,  
*British Ambassador.*

## JURISDICTION OVER CRIMINAL OFFENSES COMMITTED BY ARMED FORCES

*Exchanges of notes at New Delhi September 29 and October 10, 1942;*

*Indian ordinance published October 26, 1942*

*Entered into force October 26, 1942*

*Obsolete*

58 Stat. 1199; Executive Agreement Series 392

### EXCHANGES OF NOTES

*The Secretary to the Government of India in the External Affairs Department to the Secretary in Charge of the Office of the Personal Representative of the President of the United States of America to India*

NEW DELHI, *the 29th September 1942*

SIR,

I enclose a copy of the United States of America (Visiting Forces) Act, 1942 which has recently been enacted in the United Kingdom. The military authorities of the United States of America in India have long been anxious that similar legislation should be enacted in India, which is not included in the territories to which the United Kingdom Act can be applied by Order in Council under section 3 thereof. A draft Ordinance, of which a copy is enclosed <sup>1</sup> has been prepared with a view to give effect to their wishes.

2. You will observe that the United Kingdom Act is expressed to give effect to the Agreement recorded in the Notes exchanged between His Majesty's Government in the United Kingdom and the Government of the United States of America,<sup>2</sup> and that those Notes are set out in a Schedule to the Act. It is felt that the Indian Ordinance should in like manner give effect to an Agreement in the like sense between the Government of India and the Government of the United States of America, and I would propose for your consideration that this letter read with your reply thereto be regarded as constituting an Agreement between the two Governments to the

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<sup>1</sup> Not printed here.

<sup>2</sup> Exchange of notes at London July 27, 1942 (EAS 355, *post*, UNITED KINGDOM).

arrangements and understandings *mutatis mutandis* set out in the Note addressed by Mr. Anthony Eden to the American Ambassador in London.

I have the honour to be, Sir,

Your most obedient servant,

H. WEIGHTMAN

*Secretary to the Government of India*

S. P. 28/9

UNITED STATES OF AMERICA (VISITING FORCES) ACT, 1942

CHAPTER 31

An act to give effect to an agreement recorded in Notes exchanged between His Majesty's Government in the United Kingdom and the Government of the United States of America, relating to jurisdiction over members of the military and naval forces of the United States of America.

[6th August 1942.]

WHEREAS His Majesty, in exercise of the powers conferred on Him by subsection (3) of section one of the Allied Forces Act, 1940, and of all other powers enabling Him in that behalf, has been pleased, by Order in Council, to make provision defining the relationship of the authorities and courts of the United Kingdom to the military and naval forces of the United States of America who are or may hereafter be present in the United Kingdom or on board any of His Majesty's ships or aircraft, and facilitating the exercise in the United Kingdom or on board any such ship or aircraft of the jurisdiction conferred on the service courts and authorities of the United States of America by the law of that country:

3 & 4 Geo. 6.  
c. 51.

And whereas the Notes relating to jurisdiction over members of the said forces set out in the Schedule to this Act have been exchanged between His Majesty's Government in the United Kingdom and the Government of the United States of America:

And whereas it is expedient to give effect to the agreement recorded by the said Notes:

Now, therefore, be it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

Criminal proceedings in courts of the United Kingdom not to be taken against members of forces of the United States of America.

1.—(1) Subject as hereinafter provided, no criminal proceedings shall be prosecuted in the United Kingdom before any court of the United Kingdom against a member of the military or naval forces of the United States of America:

Provided that upon representations made to him on behalf of the Government of the United States of America with respect to any particular case, a Secretary of State may by order direct that the provisions of this subsection shall not apply in that case.

(2) The foregoing subsection shall not affect any powers of arrest, search, entry, or custody, exercisable under British law with respect to offences committed or believed to have been committed against that law, but where a person against whom proceedings cannot, by virtue of that subsection, be prosecuted before a court of the United Kingdom is in the custody of any authority of the United Kingdom, he shall, in accordance with such general or special directions as may be given by or under the authority of a Secretary of State, the Admiralty, or the Minister for Home Affairs in Northern Ireland, for the purpose of giving effect to any arrangements made by His Majesty's Government in the United Kingdom with the Government of the United States of America, be delivered into the custody of such authority of the United States of America as may be provided by the directions, being an authority appearing to the Secretary of State, the Admiralty, or the Minister, as the case may be, to be appropriate having regard to the provisions of any Order in Council for the time being in force under the Act hereinbefore recited and of any orders made thereunder.

(3) Nothing in this Act shall render any person subject to any liability whether civil or criminal in respect of anything done by him to any member of the said forces in good faith and without knowledge that he was a member of those forces.

Membership of forces of the United States of America.

2.—(1) For the purposes of this Act and of the Allied Forces Act, 1940, in its application to the military and naval forces of the United States of America, all persons who are by the law of the United States of America for the time being subject to the military or naval law of that country shall be deemed to be members of the said forces:

Provided that no person employed in connection with the said forces, not being a citizen or national of the United States of America, shall be deemed to be a member of those forces unless he entered into that employment outside the United Kingdom.

(2) For the purposes of any proceedings in any court of the United Kingdom, a certificate issued by or on behalf of such

authority as may be appointed for the purpose by the Government of the United States of America stating that a person of the name and description specified in the certificate is, or was at a time so specified, subject to the military or naval law of the United States of America, shall be conclusive evidence of that fact.

(3) For the purposes of any proceedings in any court of the United Kingdom in which the question is raised whether a party to the proceedings is, or was at any time, a member of the military or naval forces of the United States of America, any such certificate as aforesaid relating to a person bearing the name in which that party is charged or appears in the proceedings shall, unless the contrary is proved, be deemed to relate to that party.

(4) Any document purporting to be a certificate issued for the purposes of this section, and to be signed by or on behalf of an authority described as appointed by the Government of the United States of America for the purposes of this section, shall be received in evidence, and shall, unless the contrary is proved, be deemed to be a certificate issued by or on behalf of an authority so appointed.

3.—(1) His Majesty may by Order in Council direct that the foregoing provisions of this Act shall, subject to such adaptations and modifications as may be specified in the Order, have effect in any colony or in any British protectorate or in any territory in respect of which a mandate on behalf of the League of Nations is being exercised by His Majesty's Government in the United Kingdom, in like manner as they have effect in the United Kingdom.

Application of Act to colonies.

(2) An Order in Council under this section may be revoked or varied by a subsequent Order in Council.

4. This Act may be cited as the United States of America (Visiting Forces) Act, 1942. Short title.

*The Secretary in Charge of the Office of the Personal Representative of the President of the United States of America to India to the Secretary to the Government of India in the External Affairs Department*

NEW DELHI

October 10, 1942

710/820-Dept/Jog  
No. 50

SIR:

I have the honor to refer to your note of September 29, 1942 indicating that the Government of India is prepared to enter into an agreement with the Government of the United States giving the American Military authori-

ties in India exclusive jurisdiction over criminal offenses which may be committed in India by members of the American Forces; and to make the agreement effective by an ordinance, a proposed draft of which was attached to the note.

The Government of the United States agrees that your note and this reply shall constitute an agreement between the two Governments to the arrangements and understandings *mutatis mutandi* set out in the note of July 27, 1942 addressed by Mr. Anthony Eden to the Ambassador of the United States in London which was included in a schedule to the United States of America (Visiting Forces) Act 1942, 5 and 6 GEO. 6, Chapter 31.

It is understood that the agreement shall be in force from the date on which the proposed ordinance of the Government of India takes effect.

I have the honor to be, Sir,

Your obedient servant,

NORRIS S. HASELTON  
*Secretary in Charge*

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*The Secretary in Charge of the Office of the Personal Representative of the President of the United States of America to India to the Secretary to the Government of India in the External Affairs Department*

710/820-NSH/jog

OCTOBER 10, 1942

DEAR MR. WEIGHTMAN:

I have sent you under separate cover this morning the formal agreement of the Government of the United States to the proposals contained in your note No. 8491-X/42 of September 29, whereby the American military authorities in India would be given exclusive jurisdiction over criminal offences which may be committed in India by members of those Forces.

I should be glad to know for the information of my Government whether the proposed ordinance would have any application in Indian States. If it will not apply, can you give me an idea as to the status of American troops who might conceivably become involved in incidents of one sort or another in a native state. As you know, American military personnel are in some cases stationed in native states and there is always the possibility that troops might have to enter or pass through these states in the performance of their duty. Any clarification of these points which you may be able to give me would be much appreciated.

Sincerely yours,

NORRIS S. HASELTON  
*Secretary in Charge*

HUGH WEIGHTMAN, Esquire, C. I. E.,  
*Secretary to the Government of India  
in the External Affairs Department,  
New Delhi.*

*The Secretary to the Government of India in the External Affairs Department to the Secretary in Charge of the Office of the Personal Representative of the President of the United States of America to India*

NEW DELHI,  
*The 16th Oct., 1942*

D. O. No: 9042-X/42

DEAR MR. HASELTON:

Will you please refer to your D.O. letter No. 710/820, dated the 10th October, 1942, enquiring whether the proposed Allied Forces (U.S.A.) Ordinance would have application in the Indian States?

I am desired to say that it is intended that the Ordinance, when promulgated, should be brought to the notice of the Residents in the Indian States, who will be informed that His Excellency the Crown Representative has decided that no Criminal proceedings shall be taken in any State court against any member of the U. S. A. armed forces. For all practical purposes therefore the position will be identical in British India and in the States.

Yours sincerely,

H. WEIGHTMAN

To

NORRIS S. HASELTON, Esquire,  
*Secretary in charge of the  
Office of the Personal Representative  
of the President of the United States  
of America to India at New Delhi.*

INDIAN ORDINANCE

*Ordinance No. LVII of 1942 as published in the  
Gazette of India Extraordinary, Oct. 26, 1942*

GOVERNMENT OF INDIA  
LEGISLATIVE DEPARTMENT  
*New Delhi, the 26th October, 1942*  
ORDINANCE NO. LVII OF 1942.

AN  
ORDINANCE

*to make certain provisions respecting the military  
and naval forces in British India of the United  
States of America.*

WHEREAS an emergency has arisen which renders it necessary, in order to give effect to an agreement recorded in Notes exchanged between the Central Government in British India and the Gov-

ernment of the United States of America, relating to jurisdiction over members of the military and naval forces of the United States of America, to make certain provisions respecting those forces in British India;

Now, THEREFORE, in exercise of the powers conferred by section 72 of the Government of India Act, as set out in the Ninth Schedule to the Government of India Act, 1935, the Governor<sup>26 Geo. 5, c. 2.</sup> General is pleased to make and promulgate the following Ordinance:—

Short title,  
extent and com-  
mencement.

1. (1) This Ordinance may be called the Allied Forces (United States of America) Ordinance, 1942.

(2) It extends to the whole of British India.

(3) It shall come into force at once.

Bar of criminal  
proceedings in  
British Indian  
Courts.

2. (1) Notwithstanding anything contained in section 12 of the Allied Forces Ordinance, LVI of 1942, 1942, or elsewhere in any law in force in British India, no criminal proceedings shall, subject as hereinafter provided, be prosecuted in British India before any Court of British India against a member of the military or naval forces of the United States of America:

Provided that, upon representation made to it on behalf of the Government of the United States of America in any particular case, the Central Government may by order direct that the provisions of this subsection shall not apply in that case.

(2) Nothing in sub-section (1) shall affect any powers of arrest, search, entry or custody exercisable under the law in force in British India with respect to offences committed or believed to have been committed against that law, but where a person against whom proceedings cannot, by virtue of that sub-section, be prosecuted before a Court of British India is in the custody of any authority of British India he shall, in accordance with such general or special directions as may be given by or under the authority of the Central Government for the purpose of giving effect to any arrangements made by the Central Govern-

ment with the Government of the United States of America, be delivered into the custody of such authority of the United States of America as may be provided by the directions:

Provided that the powers of arrest, search and entry saved by this sub-section shall not be exercised on or in respect of any premises occupied or used by the military or naval forces of the United States of America unless application is first made to the officer commanding the forces occupying or using such premises.

(3) Nothing contained in this Ordinance shall render any person subject to any liability whether civil or criminal in respect of anything done by him to a member of the said forces in good faith and without knowledge that he was a member of those forces.

LVI of 1942.

3. (1) For the purposes of this Ordinance and of the Allied Forces Ordinance, 1942, in its application to the military and naval forces of the United States of America, all persons who are by the law of the United States of America for the time being subject to the military or naval law of that country shall be deemed to be members of the said forces:

Member-  
ship of mili-  
tary and  
naval forces  
and proof  
thereof.

Provided that no person employed in connection with the said forces, not being a citizen or national of the United States of America, shall be deemed to be a member of those forces unless he entered into that employment outside British India.

(2) For the purposes of any proceedings in any Court of British India a certificate issued by or on behalf of such authority as may be appointed for the purpose by the Government of the United States of America stating that a person of the name and description specified in the certificate is, or was at the time so specified, subject to the military or naval law of the United States of America, shall be conclusive evidence of that fact.

(3) For the purposes of any proceedings in any Court of British India in which the question is raised whether a party to the proceedings is or was at any time a member of the military or naval

forces of the United States of America, any such certificate as aforesaid relating to a person bearing the name in which that party is charged or appeared in the proceedings shall, unless the contrary is proved, be deemed to relate to that party.

(4) Any document purporting to be a certificate issued for the purposes of this section, and to be signed by or on behalf of an authority described as appointed by the Government of the United States of America for the purposes of this section, shall be received in evidence and shall, unless the contrary is proved, be deemed to be a certificate issued by or on behalf of an authority so appointed.

LINLITHGOW

*Viceroy and Governor General*

SHAVAX A. LAL

*Secy. to the Govt. of India*

## JURISDICTION OVER PRIZES

*Exchange of notes at London June 10 and September 24, 1943*  
*Reciprocity proclaimed by the President of the United States November 28, 1943*  
*Entered into force November 28, 1943*  
*Obsolete*

59 Stat. 1709; Executive Agreement Series 489

*The American Ambassador to the British Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
LONDON, June 10, 1943

No. 2719

SIR:

I have the honor to refer to the arrangement made between the Government of the United Kingdom and the Government of the United States by which, in conformity with the provisions of Public Law 704 enacted by the Seventy-seventh Congress of the United States and approved August 18, 1942,<sup>1</sup> the courts of the United States were permitted to exercise jurisdiction over prizes taken by United States armed forces and brought into the territorial waters of the United Kingdom and Sierra Leone. A copy of the Act in question is enclosed for your convenient reference.<sup>2</sup> The consent of the Government of the United Kingdom to this arrangement was notified to this Embassy by a note (No. W 13225/279/49) dated November 3, 1942.<sup>3</sup>

My Government now desires to obtain the consent of the Government of India to a similar arrangement with respect to prizes taken by United States armed forces and brought into the territorial jurisdiction of the Government of India. Permission is desired for special prize commissioners appointed by the district courts of the United States to exercise in India such powers and duties, in addition to those already prescribed for prize commissioners, as may be deemed necessary or proper for carrying out the pur-

<sup>1</sup> 56 Stat. 746.

<sup>2</sup> Not printed here.

<sup>3</sup> EAS 393, *post*, UNITED KINGDOM.

poses of Public Law 704. The duties of prize commissioners are set out in Title 34, U.S.C., Section 1138, which reads as follows:

“S 1138. Duties of prize commissioners. The prize commissioners, or one of them, shall receive from the prize master the documents and papers, and inventory thereof, and shall take the affidavit of the prize master required by section 1134 of this title, and shall forthwith take the testimony of the witnesses sent in, separate from each other, on interrogatories prescribed by the court, in the manner usual in prize courts; and the witnesses shall not be permitted to see the interrogatories, documents, or papers, or to consult with counsel, or with any persons interested without special authority from the court; and witnesses who have the rights of neutrals shall be discharged as soon as practicable. The prize commissioners shall also take depositions *de bene esse* of the prize crew and others, at the request of the district attorney, on interrogatories prescribed by the court. They shall also, as soon as any prize property comes within the district for adjudication, examine the same, and make an inventory thereof, founded on an actual examination, and report to the court whether any part of it is in a condition requiring immediate sale for the interests of all parties, and notify the district attorney thereof; and if it be necessary to the examination or making of the inventory that the cargo be unladen, they shall apply to the court for an order to the marshal to unlade the same, and shall, from time to time, report to the court anything relating to the condition of the property, or its custody or disposal, which may require any action by the court, but the custody of the property shall be in the marshal only. They shall also seasonably return into court, sealed and secured from inspection, the documents and papers which shall come to their hands, duly scheduled and numbered, and the other preparatory evidence, and the evidence taken *de bene esse*, and their own inventory of the prize property; and if the captured vessel, or any of its cargo or stores, are such as in their judgment may be useful to the United States in war, they shall report the same to the Secretary of the Navy.”

My Government, upon the receipt from the Government of India of the consent required by Section 3 of Public Law 704, will take appropriate measures in accordance with Section 7 of the same Act to confer reciprocal privileges upon the Government of India with respect to prizes.

I shall be grateful if you will inform the Government of India of my Government's desire and request, on my Government's behalf, the necessary consent to the exercise of such powers by United States courts and by special

prize commissioners appointed by them within the territorial jurisdiction of the Government of India.

Accept, Sir, the renewed assurances of my highest consideration.

For the Ambassador  
H. FREEMAN MATTHEWS  
*Minister-Counselor*

The Right Honorable  
ANTHONY EDEN, M.C., M.P.,  
*Secretary of State for Foreign Affairs,  
Foreign Office, S. W. 1.*

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*The British Secretary of State for Foreign Affairs to the American  
Ambassador*

FOREIGN OFFICE, S.W. 1  
*24th September, 1943*

No. W 13056/3214/49

YOUR EXCELLENCY,

With reference to Your Excellency's note No. 2719 of the 10th June last, I have the honour to inform you that the Government of India agree to the proposal of the United States Government whereby the courts of the United States shall be permitted to exercise jurisdiction over prizes taken by the United States armed forces and brought into the territorial jurisdiction of the Government of India.

2. It is understood that the United States Government will take appropriate measures to confer reciprocal privileges upon the Government of India.

I have the honour to be, with the highest consideration,  
Your Excellency obedient Servant,

(For the Secretary of State)  
J. H. Le ROUGETEL

His Excellency  
The Honourable  
JOHN G. WINANT,  
*etc., etc., etc.,  
1, Grosvenor Square, W.1.*

# LEND-LEASE SETTLEMENT<sup>1</sup>

*Agreement signed at Washington May 16, 1946*

*Entered into force May 16, 1946*

*Amended by agreement on June 24 and 26, 1946<sup>2</sup>*

60 Stat. 1753; Treaties and Other  
International Acts Series 1532

## AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF INDIA ON SETTLEMENT FOR LEND- LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY, AND CLAIMS

The Government of the United States of America and the Government of India have reached agreement as set forth below regarding settlement for lend-lease, reciprocal aid, and surplus war property located in India and for the financial claims of each Government against the other arising as a result of World War II. This settlement is complete and final. Both Governments, in arriving at this settlement, have taken full cognizance of the benefits already received by them in the defeat of their common enemies, and of the aid furnished by each Government to the other in the course of the war, and no further benefits will be sought as consideration for lend-lease, reciprocal aid and surplus war property, or for the settlement of claims or other obligations arising out of the war, except as herein specifically provided.

1. (a) The term "lend-lease article" as used in this Agreement means any article transferred by the Government of the United States under the Act of March 11, 1941,<sup>3</sup>

(i) to the Government of India, or

(ii) to any other government and retransferred to the Government of India.

(b) The term "reciprocal aid article" as used in this Agreement means any article transferred by the Government of India to the Government of the United States under reciprocal aid.

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<sup>1</sup> In a note of June 12, 1948, to the American Ambassador at Karachi, the Pakistani Minister of Foreign Affairs gave assurance that "the terms of the United States Settlement Agreement with India of May 16, 1946, would continue to devolve on the Government of Pakistan to the extent to which they are applicable and have to be fulfilled in Pakistan."

<sup>2</sup> *Post*, p. 1233.

<sup>3</sup> 55 Stat. 31.

2. No payment will be made by either Government to the other on account of lend-lease and reciprocal aid articles and services transferred or retransferred at any time to either Government.

3. The Government of India agrees that no payment will be required from the Government of the United States on account of articles and services furnished to the United States armed forces in India between September 2, 1945, and May 31, 1946, both dates inclusive.

4. (a) The Government of India hereby acquires full title, without qualification as to disposition or use, to all lend-lease articles now in the possession of the Government of India (including lend-lease components of installations located in India and all lend-lease petroleum products in India other than aviation gasoline) except lend-lease articles described in Section 5 hereof.

(b) The Government of the United States agrees to complete as early as possible the transfer (which term, except as hereinafter provided, shall include delivery aboard ocean vessel in a United States port) of the articles selected by the Government of India which were covered by lend-lease requisitions filed by the Government of India with the Foreign Economic Administration and which were under contract, or were completed, but had not been transferred, on September 2, 1945. Such transfer will be made in the quantities and according to the specifications and other conditions, except as to time of delivery, set forth in the covering requisitions, to the extent that such articles are or will be available to the Government of the United States for transfer to the Government of India. Title to the articles covered by this paragraph shall pass to the Government of India immediately upon loading of the articles on board ocean vessel in a United States port, provided that risk of loss not recoverable from the supplier, carrier or other third party, shall be assumed by the Government of India upon shipment from the factory or other premises of the supplier. Title to any articles that shall not have been loaded on board ocean vessel in a United States port prior to midnight on July 31, 1946, or two months after receipt by the Government of India of notice of availability, whichever is later, shall be deemed to have been transferred as of such later date, and thereafter the Government of India shall be responsible for storing and moving such articles within the United States and for delivering such articles aboard ocean vessel in a United States port. The Government of the United States will pay the cost of ocean transportation to India on United States flag vessels only of such of the articles covered by this paragraph as are loaded aboard ocean vessel prior to July 1, 1946.

(c) The Government of the United States shall be deemed to have acquired, as of September 2, 1945, full title, without qualification as to disposition or use, to all reciprocal aid articles in the possession of the Government of the United States on that date, and to all articles furnished to the United States armed forces in India after that date, except that any reciprocal aid

articles or other articles furnished to the United States armed forces in India and incorporated into installations in India are hereby deemed to be returned to the Government of India as of the date the United States armed forces relinquish possession of such installations.

5. (a) The Government of the United States, in paragraph 12 of the Agreement Relating to Military Holdings (No. IV) dated March 27, 1946, between the Governments of the United States and of the United Kingdom,<sup>4</sup> recognized that a proportion of United Kingdom lend-lease military holdings in India would be earmarked, as of April 1, 1946, for the requirements of the forces under command of the Commander-in-Chief India, and consented to the transfer of such holdings by the Government of the United Kingdom to the Government of India. In that Agreement, it was stated that the conditions governing the use and disposal of the lend-lease articles so earmarked would form the subject of negotiations between the Governments of the United States and of India. The transfer to the Government of India of those articles is hereby effected and the privileges of the Government of the United Kingdom and its obligations to the Government of the United States under that Agreement with respect to such articles are no longer operative. The privileges of the Government of India and its obligations to the Government of the United States with respect to such articles shall be those defined in this Agreement and shall be compatible with the principles of international security and welfare set forth in the Charter of the United Nations.<sup>5</sup>

(b) The Government of the United States hereby agrees that the lend-lease Harvard (AT-6 or AT-16) and Cornell (PT-26) aircraft and related spares now in the possession of the Royal Indian Air Force shall be treated in the same manner, and shall be subject to the same privileges and obligations, as the lend-lease articles covered by paragraph (a) above.

(c) The articles described in paragraphs (a) and (b) above will be referred to in this Agreement as "lend-lease articles in the possession of the armed forces under command of the Commander-in-Chief India".

(d) The Government of the United States hereby consents to the transfer, for purposes compatible with the principles of international security and welfare set forth in the Charter of the United Nations, of any lend-lease articles in the possession of the armed forces under command of the Commander-in-Chief India, to the United Kingdom armed forces without prior authority of the Government of the United States subject to the following understandings:

(i) Subsequent reports, in such practicable form and detail as may later be mutually agreed, regarding transfers of such articles will be made to the Government of the United States;

(ii) The Government of the United States reserves the right to reopen with the Government of India the question of requiring prior consent of

<sup>4</sup> TIAS 1509, *post*, UNITED KINGDOM.

<sup>5</sup> TS 993, *ante*, vol. 3, p. 1153.

the Government of the United States to such transfers, should there be a material change in the existing arrangements between the United Kingdom armed forces and the armed forces of the Government of India.

(e) The Government of the United States, with respect to lend-lease articles in the possession of the armed forces under command of the Commander-in-Chief India, reserves the right to recapture any such articles which, as of the date upon which notice requesting return is received by the Government of India, are in the possession of the armed forces under command of the Commander-in-Chief India, although the Government of the United States does not intend to exercise generally this right of recapture. In respect of cases where it wishes from time to time to exercise its right of recapture, the Government of the United States will give reasonable notice of its intention and will provide full opportunity to the Government of India for discussion of that Government's need for the articles in question, without limiting the right of recapture.

(f) The Government of India will not, without prior consent of the Government of the United States, or except as specifically provided in this Agreement, transfer lend-lease articles in the possession of the armed forces under command of the Commander-in-Chief India, to any other government outside India for military use, or dispose of such articles for civilian use outside India, whether by sale, loan or otherwise, but such articles may be transferred, used or disposed of in India without restriction. Transfers made under provisions of this paragraph will be made only for purposes compatible with the principles of international security and welfare set forth in the Charter of the United Nations.

(g) Those articles in the United Kingdom military holdings in India which have been or may be declared by the Government of the United Kingdom as surplus to its requirements are to be retransferred for civilian use in India to the Government of India, and the Government of the United States, in consideration of the mutual undertakings described in this Agreement, hereby consents to the retransfer to the Government of India of such articles for civilian use in India; and the Government of India, may, without restriction, use in India, or dispose of for use in India, any such articles, without giving rise to any liability to the Government of the United States. It is recognized by the Government of the United States that the estimates provided by the Government of India of the types and quantities of the articles covered by this paragraph represent an indication of the order of the quantities involved which, although providing a fair measure of the overall amount covered, will be subject to variations as to particular items and quantities.

6. (a) The Government of India hereby assumes responsibility for the settlement and payment of claims against the Government of the United States or members of the United States armed forces, arising from acts or omissions occurring before June 1, 1946, in the course of military duties of

members of the United States armed forces in India to the same extent as the Government of India assumed responsibility under reciprocal aid prior to September 2, 1945.

(b) Except as provided in this Agreement, financial claims between the two Governments arising out of existing arrangements, where the liability for payment has heretofore been acknowledged and the method of computation mutually agreed, are not covered by this settlement as they will be settled in accordance with such arrangements.

(c) Notwithstanding any other provisions of this Agreement, the following claims will be settled in accordance with procedures already established or to be established after appropriate discussion:

(i) Claims arising out of cash reimbursement lend-lease requisitions filed by the Government of India, and

(ii) claims arising out of lend-lease requisitions for locomotives and rolling stock in which the Government of India agreed to pay for the postwar use of such equipment.

(d) In consideration of the undertakings in this Agreement, and with the objective of arriving at as comprehensive a settlement as possible and of obviating protracted negotiations between the two Governments, all other financial claims whatsoever of one Government against the other which arose out of lend-lease or reciprocal aid, or otherwise arose on or after September 3, 1939 and prior to September 2, 1945, out of or incidental to the conduct of World War II, and which are not otherwise dealt with in this Agreement, are hereby waived, and neither Government will hereafter raise or pursue any such claims against the other.

7. (a) The Government of the United States, in consideration of the mutual undertakings described in this Agreement, hereby acknowledges that the Government of India has acquired full title to all United States property in India which has heretofore been declared to the Office of the Foreign Liquidation Commissioner, United States Department of State, as surplus to the requirements of the United States Department of State or the United States War or Navy Departments, and which has heretofore been delivered to the Government of India or is in the process of being delivered to the Government of India; and will hereafter acquire full title to all United States property in India hereafter declared to the Office of the Foreign Liquidation Commissioner, United States Department of State, as surplus to the requirements of the United States Department of State or the United States War or Navy Departments.

(b) The Government of India will undertake and vigorously prosecute a program of disposal of the property described in paragraph (a) above with a view to obtaining the best possible return therefor, but such disposal shall be in conformity with such directives as the Government of India has issued and may issue from time to time which apply equally to the disposal of its own

surplus and those of the Government of the United Kingdom. This disposal program will be so conducted as to accord the same treatment to the property described in paragraph (a) above and to surpluses of the Government of the United Kingdom located in India and of the Government of India. Members and veterans of the United States armed forces in India, United States agencies, citizens, corporations, firms and nonprofit institutions in India and the United Nations Relief and Rehabilitation Administration will be accorded opportunity to buy on the same basis as is accorded to other buyers of like character in India.

(c) The Government of India agrees to report to the Government of the United States, at quarterly periods, beginning September 30, 1946, the amount of proceeds in rupees arising from the disposal of the property covered by this section. The term "proceeds" as used herein means the gross proceeds received by the Director General of Disposals of the Government of India from the sale of such property, minus the normal customs duties paid by buyers of imported goods, as collected by the Government of India through inclusion of such customs duties in the price of the property sold. Any of the property covered by this section which the Director General of Disposals sells to any department of the Government of India shall be priced in the same manner as property sold to other parties in India.

(d) Disposal of the property covered by this section shall be continued until such time as the Government of India determines that further disposal cannot be made on a profitable basis. At the time such determination is made, or July 1, 1948, whichever is earlier, the Government of India will render to the Government of the United States a final report of the proceeds in rupees received by the Government of India for the property covered by this section.

(e) Upon rendition of the final report described in paragraph (d) above, the Government of the United States shall become entitled to an amount equal to one-half of the excess of the proceeds described in the final report over a sum equivalent to \$50,000,000 converted at the rate of exchange between dollars and rupees now in effect. The Government of the United States will receive the amount to which it is entitled by any of the following methods or by any combination thereof designated by the Government of the United States:

(i) Delivery of title to the Government of the United States by the Government of India, of real property and improvements of real property in India as selected and determined by agreement between the two Governments;

(ii) by establishment of a rupee fund for expenditure by the Government of the United States, in accordance with agreements to be reached between the two Governments, for carrying out educational and cultural programs of benefit to the two countries;

(iii) should any balance remain after meeting the requirements described in paragraphs (i) and (ii) above, by payment in rupees to the Government

of the United States for defraying the governmental expenses of the United States in India.

(f) The Government of India agrees that it will not cause the exportation to the United States, its territories or possessions, of any of the surplus property covered by this Agreement in the same, or substantially the same form, if such property was originally produced in the United States and is readily identifiable as such, and agrees that it will not resell any of the property concerned to any person, firm, or government for the purpose of export to the United States, its territories or possessions, contrary to any statute or regulation of the Government of the United States as notified by the Government of the United States.

(g) The provisions of this Agreement supersede all previous agreements between the Governments of the United States and of India relating to United States surplus property.

8. The Government of India, when it disposes of articles acquired pursuant to paragraphs 4(a), 4(b), 5(g) and 7(a) of this Agreement, will use its best endeavors to avoid discrimination against the legitimate interests of the United States manufacturers or producers of such articles, or their agents or distributors in India.

9. The Government of India reaffirms its intention to negotiate at a future date for the use and convertibility of rupee balances held by the Government of the United States in India, as a consequence of the disposal by the Office of the Foreign Liquidation Commissioner, of United States surplus property in India not covered by this Agreement. Pending such negotiations, these rupee balances may be used to defray governmental expenses of the Government of the United States in India.

10. Nothing in this Agreement affects any obligation entered into by the Government of India in connection with any silver transferred by the Government of the United States under lend-lease.

11. This Agreement shall take effect as from this day's date.

DONE, in duplicate, at Washington this sixteenth day of May 1946.

For the Government of the United States of America:

DEAN ACHESON

*Acting Secretary of State  
of the United States of America*

For the Government of India:

A. A. WAUGH

*Member for Industries and Supplies,  
Viceroy's Executive Council, Government of India*

## LEND-LEASE SETTLEMENT

*Exchange of letters at New Delhi June 24 and 26, 1946, amending  
agreement of May 16, 1946*

*Entered into force June 26, 1946*

Department of State files

*The Acting American Field Commissioner to the Financial Adviser to the  
Indian Military Finance Department*

24TH JUNE, 1946

DEAR MR. MOHAMMAD ALI,

Under the Agreement (No. V) relating to Aircraft, between the United States and the United Kingdom<sup>1</sup> and a further agreement in extension of the cited agreement, there have become available for recapture by the United States certain airplanes in the possession of the Royal Air Force. The Royal Air Force is required to make delivery as directed by the United States of such of these planes as can be made flyable by not more than 250 man-hours of work. The present location of these planes does not determine the area in which they may be disposed of, as directions given the R.A.F. by the United States may be to deliver to any area in which there may be a market for the planes. For example, planes which are now located in India may be flown at my direction to Burma, Europe, or elsewhere for recapture by the United States. It should also be noted that none of these planes was ever considered in any of the negotiations concerning surplus property which began in January and culminated in the Over-all Agreement in Washington May 16th<sup>2</sup> of this year. It is possible for me to have a part of these planes declared surplus in India and added to the surpluses which were referred to in Paragraph 7 of the Agreement between the Government of the United States and the Government of India signed in Washington on 16 May. Since there is no compulsion upon me to take such action, I should like, if I do so, to ask certain concessions, which I explain below.

The American Mission is presently occupying the house of the Nawab of Bahawalpur in New Delhi but the tenure is not assured for any indefinite period. The Department of State of the United States is therefore very

<sup>1</sup> Agreement signed at Washington Mar. 27, 1946 (TIAS 1509, *post*, UNITED KINGDOM).

<sup>2</sup> TIAS 1532, *ante*, p. 1226.

anxious to (a) assure continued availability of either the present location of the American Mission or commensurately suitable quarters, until a new site can be procured and suitable construction completed thereon (b) acquire a site for an Embassy or Legation and begin construction thereon as soon as possible. While the United States has more than sufficient rupee balances in India to cover the expenditures necessary for acquiring a site and building thereon, such balances may not, under our law, be used for those purposes until a Congressional appropriation has been secured therefor. In practice, securing such a Congressional appropriation is likely to be much delayed because of the press of important legislation before our Congress in these troubled times. It occurs to me that the aims of the Department of State in connection with its building program might best be achieved by using the funds which will become available to the United States under Paragraph 7 of the May 16 Washington Agreement for the purpose set forth in Paragraph 7 (c) of that Agreement but at an earlier date. In this connection, I rely also upon our joint examination of the prospects of disposals of U.S. surpluses which indicated strongly that the proceeds will, shortly after the end of this year, exceed fifty million dollars.

I therefore propose that, barring ten planes to be flown out of India to Siam, I will direct the R.A.F. to deliver to the Government of India such airplanes and spares as come within the agreement referred to in the first sentence of this letter and as are located in India and that such airplanes delivered to the Government of India as United States surplus shall become a part of the surplus described in Paragraph 7 of the May 16th Washington Agreement and be treated in accordance with the provisions of that Agreement. In exchange for so doing, I propose that: (a) The Government of India shall pay to the United States those sums which are due the United States because the proceeds of disposals exceed fifty million dollars as soon as reasonably possible after the proceeds exceed fifty million dollars, partial payment being made at frequent intervals and without waiting for completion of the disposal program as stipulated in Paragraph 7 (c) of the May 16th Washington Agreement, (b) that the Government of India undertake to use its best offices either to maintain the American Mission in its present location or assist the American Mission in securing equally suitable quarters until such time as the United States can acquire a site and erect suitable quarters for the Mission.

If this proposal is acceptable to your Government, will you please confirm it to me in writing.

At this time I wish to confirm the substance of our conversations regarding some of the stores covered by Paragraph 5 (g) of the May 16th Washington Agreement. Because some of these stores were originally intended for use in campaigns in neighboring countries, they are not suited for civilian end use in India but are suited and needed for use in neighboring countries. It is agreed that in these and similar cases, there is no objection on the part of

the Government of the United States to export of such articles, it being understood that as regards the whole of the stores covered by the paragraph referred to, this export will be of limited extent.

Sincerely yours,

W. O. REEDER  
*Brig. General, USA*  
*Acting Field Commissioner*

Mr. MOHAMMAD ALI,  
*Financial Adviser,*  
*Military Finance Department,*  
*Room No. 168/s,*  
*Government of India.*

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*The Financial Adviser to the Indian Military Finance Department  
to the Acting American Field Commissioner*

FINANCIAL ADVISER  
MILITARY AND SUPPLY FINANCE  
NEW DELHI Dated 26 June 1946

No. 488-C

DEAR GENERAL REEDER,

I am to acknowledge receipt of your letter dated the 24th June 1946.

In view of the special considerations (which do not apply to any other categories of U. K. military Lend-Lease holdings) mentioned by you in respect of Lend-Lease non-combatant aircraft, surplus to U. K. military requirements, it is agreed that such aircraft as are re-captured in India by the Government of the United States properly fall within Article 7 of the May 16th Washington Agreement between India and the U.S.A.

2. Having regard to the fact that the United States Government agree to the re-capture and disposal of all such aircraft in India (barring ten planes to be flown out of India to Siam) and to the desire of the American Mission to obtain suitable quarters, the Government of India agree to the proposal made by you in your letter. The Government of India will accordingly make advance payments in the manner suggested by you which will be adjusted against the final sum due to the United States under para. 7(c) of the 16th May Washington Agreement and also use its best offices to assist the American Mission in securing suitable accommodation.

Yours sincerely,

MOHAMAD ALI

Brigadier General W. O. REEDER,  
*Acting Field Commissioner,*  
*FLC IBT, New Delhi.*

## AIR TRANSPORT SERVICES

*Agreement and exchange of notes signed at New Delhi November 14,  
1946*

*Entered into force November 14, 1946*

*Terminated January 14, 1955*<sup>1</sup>

61 Stat. 2573; Treaties and Other  
International Acts Series 1586

### AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERN- MENT OF THE UNITED STATES RELATING TO AIR SERVICES

The Government of India and the Government of the United States of America, hereinafter described as the Contracting Parties, being parties to the Interim Agreement on International Civil Aviation<sup>2</sup> and the International Air Services Transit Agreement,<sup>3</sup> both signed at Chicago on the seventh day of December, 1944, the terms of which agreements are binding on both parties,

Considering

That it is desirable to organise international air services in a safe and orderly manner and to further as much as possible the development of international cooperation in this field, and

That it is desirable to stimulate international air travel, at the lowest rates consistent with sound economic principles, as a means of promoting friendly understanding and good will among peoples and securing the many indirect benefits of this new form of transportation to the common welfare of both countries, and

That it is desirable to establish direct air communications between the United States of America and India,

have accordingly appointed plenipotentiaries, who, being duly authorised to this effect, have agreed as follows:

#### ARTICLE I

(A) Each Contracting Party grants to the other Contracting Party the right to operate the air services specified in the Annex to this Agreement (here-

<sup>1</sup> Pursuant to notice of termination given by India Jan. 14, 1954.

<sup>2</sup> EAS 469, *ante*, vol. 3, p. 929.

<sup>3</sup> EAS 487, *ante*, vol. 3, p. 916.

inafter referred to as the "specified air services") and to carry traffic to, from and in transit over the territory of the other Party as provided in this Agreement.

(B) The air lines designated as provided in Article II hereof shall have the right to use

(i) for traffic purposes, airports provided for public use at the points specified in the Annex to this Agreement and ancillary services provided for public use on the air routes specified in the said Annex (hereinafter referred to as the "specified air routes") and

(ii) for non-traffic purposes, all airports and ancillary services provided for public use on the specified air routes,

subject in either case to such conditions as may normally be applicable thereto.

## ARTICLE II

(A) Each of the specified air services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, on condition that:

(1) The Contracting Party to whom the rights have been granted shall have designated an air line (hereinafter referred to as a "designated air line") for the specified air route.

(2) The Contracting Party which grants the rights shall have given the appropriate operating permission to the air line pursuant to Paragraph (C) of this Article which it shall do with the least possible delay.

(B) Substantial ownership and effective control of the designated air lines of each Contracting Party shall be vested in that Party or its nationals.

(C) The designated air line may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operation of commercial air carriers.

(D) The operation of each of the specified air services shall be subject to the agreement of the Contracting Party concerned that the route organisation available for civil aviation on the specified air route is adequate for the safe operation of air services.

## ARTICLE III

(A) The air lines designated by the United States Government shall, subject to the provisions of Article IV, be entitled in Indian territory to carry, set down or pick up traffic as detailed below:

(1) Traffic embarked in or destined for the United States.

(2) Traffic between any two countries other than the United States and India carried in transit across Indian territory and not embarked or disembarked in India.

(3) Subject to the consent of the other State concerned, traffic embarked in the territory of a third country destined for India, and traffic embarked in India and destined for a third country.

(B) The air lines designated by the Government of India, shall, subject to the provisions of Article IV, be entitled in United States territory to carry, set down or pick up traffic as detailed below :

(1) Traffic embarked or destined for India.

(2) Traffic between any two countries other than India and the United States carried in transit across United States territory and not embarked or disembarked in the United States.

(3) Subject to the consent of the other State concerned, traffic embarked in the territory of a third country and destined for the United States, and traffic embarked in the United States and destined for a third country.

#### ARTICLE IV

In order to maintain equilibrium between the capacity of the specified air services and the requirements of the public for air transport on the specified air routes and in order to maintain proper relationship between the specified air services and other air services operating on the specified air routes or sections thereof, the Contracting Parties agree as follows :

(A) The air lines of each Contracting Party shall enjoy equal opportunity for the operation of air services between the territories of the Two Parties.

(B) To the extent that the air lines of one of the Contracting Parties are temporarily unable to take advantage of such opportunities as a result of the war, the situation will be mutually examined by the two Parties for the purpose of aiding as soon as possible the air lines concerned increasingly to make their proper contribution to the services contemplated.

(C) In the operation by the air lines of either Contracting Party of the specified air services the interests of the air lines of the other Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route.

(D) The air transport offered by the air lines of both countries should bear a close relationship to the requirements of the public for such air transport.

(E) The services provided by a designated air line under this Agreement shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such air line is a national and the country of ultimate destination of the traffic, and the right of the air lines of either Party to embark and to disembark at points in the territory of the other Party international traffic destined for or coming from third countries shall be applied in accordance with the general principles of orderly development to which both Parties subscribe and shall be subject to the general principle that capacity shall be related :

- (1) to traffic requirements between the country of origin of the air service and destinations on the specified air routes,
- (2) to the requirements of through air line operation for fill-up traffic,  
and
- (3) to the traffic requirements of the area through which the air line passes after taking account of other air transport services established by air lines of the States concerned between their respective territories.

#### ARTICLE V

When, for the purpose of economy of onward carriage of through traffic, different aircraft are used on different sections of a specified air route, with the point of change in the territory of one of the Contracting Parties, such change of aircraft shall not affect the provisions of this Agreement relating to the capacity of the air service and the carriage of traffic. In such cases the second aircraft shall be scheduled to provide a connecting service with the first aircraft, and shall normally await its arrival.

#### ARTICLE VI

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other air lines, as well as the characteristics of each service.

(B) The rates to be charged by the air lines of either Contracting Party between points in the territory of the United States and points in Indian territory on the specified air routes shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal powers.

(C) The Civil Aeronautics Board of the United States has approved the traffic conference machinery of the International Air Transport Association for a period of one year beginning in February 1946. Any rate agreements concluded through this machinery during this period and involving United States air lines will be subject to approval by the Board. While neither Contracting Party desires in this Agreement to commit itself to any continued approval of the traffic conference machinery of the International Air Transport Association, both Parties express their desire to facilitate rate agreements by means of machinery of this type, it being understood, however, that rates agreed upon through such machinery must be subject to the approval of the Contracting Parties of this Agreement.

(D) Any rate proposed by the air line or air lines of either Contracting Party for carriage from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party shall be filed with the aeronautical authorities of both Contracting Parties at least thirty days before

the proposed date of introduction; provided that this period of thirty days may be reduced in particular cases if so agreed by the aeronautical authorities of both Contracting Parties.

(E) In the event that power is conferred by law upon the aeronautical authorities of the United States to fix fair and economic rates for the transport of persons and property by air on international services and to suspend proposed rates in a manner comparable to that in which the Civil Aeronautics Board at present is empowered to act with respect to such rates for the transport of persons and property by air within the United States, the following procedure shall apply:

(1) If one of the Contracting Parties on receipt of the notification referred to in Paragraph (D) above is dissatisfied with the rate proposed by the air line or air lines of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiration of the first fifteen of the thirty days referred to, and the Contracting Parties shall endeavour to reach agreement on the proposed rate.

(2) In the event that such agreement is reached, each Contracting Party will exercise its statutory powers to give effect to such agreement.

(3) If agreement has not been reached at the end of the thirty-day period referred to in Paragraph (D) above, the proposed rate may, unless the aeronautical authorities of the country of the air line concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute by submitting the question to the Provisional International Civil Aviation Organisation, as provided in Paragraph (G) below; provided, however, that if the Provisional International Civil Aviation Organisation, or its successor, has not rendered its report on the matter in dispute within a period of ninety days from the date on the submission to it of the question, the Contracting Party raising the objection to the proposed rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(F) In the event that the power referred to in Paragraph (E) above has not been conferred by law upon the aeronautical authorities of the United States, the following procedure shall apply:

(1) If one of the Contracting Parties on receipt of the notification referred to in Paragraph (D) above is dissatisfied with the rate proposed by the airline or airlines of the other Contracting Party it shall so notify the other Contracting Party prior to the expiration of the first fifteen of the thirty days referred to and the Contracting Parties shall endeavour to reach agreement on the appropriate rate.

(2) In the event that such agreement is reached, each Contracting Party will use its best efforts to cause such agreed rate to be put into effect by its air line or air lines. It is recognised that if such efforts are not successful the

Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of.

(3) If agreement has not been reached at the end of the thirty days period referred to in Paragraph (D) above the Contracting Party raising the objection to the rate may, if it so elects, take such steps as it may consider necessary to prevent the inauguration or continuation of the service in question at the rate complained of, pending the submission of the question to the Provisional International Civil Aviation Organisation as provided in Paragraph (G) below.

(G) When in any case under Paragraphs (E) and (F) above the aeronautical authorities of the two Contracting Parties, after consultation as provided therein, cannot agree within a reasonable time upon the appropriate rate, both Contracting Parties shall, upon the request of either, submit the question to the Provisional International Civil Aviation Organisation for an advisory report, and each Party shall use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

(H) In order to give effect to the provisions of this section, the executive branch of the United States Government will use its best efforts to secure legislation empowering the aeronautical authorities of the United States to fix fair and economic rates for international air services and to suspend proposed rates, in the same manner as the Civil Aeronautics Board is qualified to act with respect to air transportation within the United States.

## ARTICLE VII

(A) The aeronautical authorities of both Contracting Parties shall exchange information as promptly as possible concerning the authorisations extended to their respective designated air lines to render service to, through and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for service on the specified air routes, together with amendments, exemption orders and authorised service patterns.

(B) Each Contracting Party shall cause its designated air lines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, tariff schedules and all other similar relevant information concerning the operation of the specified air services and of all modifications thereof.

(C) Each Contracting Party shall, upon request, cause to be provided to the aeronautical authorities of the other Contracting Party copies of any reports relating to traffic carried on their air services to, from or over the territory of the other Contracting Party which are required to be filed with the Provisional International Civil Aviation Organisation in accordance with the provisions of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944.

## ARTICLE VIII

(A) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by, or on behalf of, the other Contracting Party or its designated air lines and intended solely for use by the latter's aircraft shall be accorded, with respect to customs duty, inspection fees or other charges imposed by the former Contracting Party, treatment not less favourable than that granted to its national air lines engaged in international public transport or to the air lines of the most favoured nation.

(B) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated air lines of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

## ARTICLE IX

Each Contracting Party reserves the right to itself to withhold or revoke, or impose such appropriate conditions as it may deem necessary with respect to, an operating permission in case of failure by a designated air line of the other Party to comply with the laws and regulations of the former Party, or in case, in the judgment of the former Party, there is a failure to fulfil the conditions under which the rights are granted in accordance with this Agreement. Except in case of a failure to comply with laws and regulations, such action shall be taken only after consultation between the Parties. In the event of action by one Party under this Article, the rights of the other Party under Article XI shall not be prejudiced.

## ARTICLE X

(A) In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in this Agreement.

(B) Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of this Agreement which may be desirable in the light of experience. Such consultation shall begin within a period of sixty days from the date of the request. Any modification of this Agreement agreed to as a result of such consultation shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(C) When the procedure for consultation provided for in Paragraph (B) of this Article has been initiated, either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement as provided in Paragraph (E) of this Article. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organisation.

(D) Changes made by either Contracting Party in the specified air routes, except those which change the points served by the designated air lines in the territory of the other Contracting Party, shall not be considered as modifications of this Agreement. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change shall be given without delay to the aeronautical authorities of the other Contracting Party. If such latter aeronautical authorities find that, having regard to the principles set forth in Article IV of this Agreement, the interests of any of their air lines are prejudiced by the carriage by a designated air line of the first Contracting Party of traffic between the territory of the second Contracting Party and the new point in the territory of a third country, the latter Party may request consultation in accordance with the provisions of Paragraph (B) of this Article.

(E) This Agreement shall terminate one year after the date of receipt by the other Contracting Party of the notice to terminate, unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgment of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after the receipt of the notice by the Provisional International Civil Aviation Organisation.

#### ARTICLE XI

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement, which cannot be settled through consultation, shall be referred for an advisory report to the Interim Council of the Provisional International Civil Aviation Organisation, in accordance with the provisions of Article III, Section 6(8), of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944, and the executive authorities of each Contracting Party will use their best efforts under the powers available to them to put into effect the opinion expressed in such report.

#### ARTICLE XII

This Agreement shall come into force on the day it is signed. The Agreement and all relative contracts shall be registered with the Provisional International Civil Aviation Organisation set up by the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944.

#### ARTICLE XIII

(A) When the Convention on International Civil Aviation signed at Chicago on December 7, 1944,<sup>4</sup> comes into operation in respect of both the Contracting Parties reference in this Agreement to the Interim Agreement and the Provisional International Civil Aviation Organisation shall be inter-

<sup>4</sup> TIAS 1591, *ante*, vol. 3, p. 944.

preted as reference to the Convention and the corresponding organisation established pursuant thereto. In the event of the conclusion of any other multilateral convention concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention.

(B) For the purpose of this Agreement the terms "territory", "air service", "international air service" and "air line" shall have the meaning specified in the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944.

(C) The term "aeronautical authorities" shall mean, in the case of India, the Director General of Civil Aviation in India and, in the case of the United States, the Civil Aeronautics Board, and in both cases any person or body authorised to perform the functions presently exercised by the above mentioned authorities.

(D) The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include references to the Annex, except where otherwise expressly provided.

In witness whereof the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement. Done this fourteenth day of November 1946 in duplicate at New Delhi.

For the Government of India :

JAWAHARLAL NEHRU [SEAL]  
*Member for External Affairs*

ABDUR RAB NISHTAR  
*Member for Communications*

These signatures are appended in agreement with His Majesty's Representative for the exercise of the functions of the Crown in its relations with the Indian States.

For the Government of the United States of America :

GEORGE R. MERRELL  
*Chargé d'Affaires a. i.*  
*Embassy of the United States of America*

GEORGE A. BROWNELL  
*Personal Representative of the*  
*President of the United States*

#### ANNEX

1. An air line designated by the United States Government shall be entitled to operate air services on each of the routes specified and to make scheduled landings in India at the points specified in this paragraph :

Route 1: The United States through Central Europe and the Near East to Karachi, Delhi and Calcutta, thence to a point in Burma, a point in Siam, a point in Indo China and beyond to the United States over various routes; via intermediate points in both directions;

Route 2: The United States through Western Europe, North Africa and the Near East to Bombay and beyond Bombay to:

(a) Calcutta, a point in Burma, a point in Indo China, points in China, points in Japan and beyond to the United States over Pacific routes; via intermediate points in both directions;

(b) Ceylon, Singapore and beyond; via intermediate points in both directions.

2. An air line designated by the Government of India shall be entitled to operate air services on each of the routes to, from and across United States territory to be mutually agreed at a later date.

3. (A) Points on any of the specified routes may, at the option of the designated air line, be omitted on any or all flights.

(B) If, at any time, scheduled flights on any of the specified air services of one Contracting Party are operated so as to terminate in the territory of the other Contracting Party and not as part of a through air service extending beyond such territory, the latter Party shall have the right to nominate the terminal point of such scheduled flights on the specified air route in its territory. The latter Party shall give not less than six months notice to the other Party if it decides to nominate a new terminal point for such scheduled flights.

#### EXCHANGE OF NOTES

*The Secretary to the Government of India to the American  
Chargé d'Affaires*

NEW DELHI, *the 14th November 1946*

SIR,

I am directed to refer to the Agreement between the Government of India and the Government of the United States of America relating to air services which has been signed on behalf of both Governments today, and to say, with regard to two matters which have been discussed, that the understanding of the Government of India is as follows:

#### 1. *Ratification of the Convention on International Civil Aviation*

The Government of the United States of America and the Government of India, having both ratified the Convention on International Civil Aviation signed at Chicago on the seventh day of December 1944, it is understood to be the intention of both Governments to deposit their instruments of ratification of the Convention on or before the 1st day of March 1947. In the event

that either Government should fail to complete the necessary steps whereby they will become bound by the provisions of the Convention when it enters into force, it is agreed that the two Governments will consult together and will enter into a supplementary agreement giving effect to the following articles of the Convention namely Articles 11, 13, 15, 32 and 33 and such other articles as may be mutually agreed to be applicable and necessary.

2. *Regulation of Rates for Fifth Freedom Traffic*

It is recognised that the determination of rates to be applied by an air line of one Contracting Party between the territory of the other Contracting Party and a third country is a complex question, the overall solution of which cannot be sought through consultation between only two countries. It is noted, furthermore, that the method of determining such rates is now being studied by the Provisional International Civil Aviation Organisation. It is understood under these circumstances:

(1) That, pending the acceptance by both Parties of any recommendations which the Provisional International Civil Aviation Organisation may make after its study of this matter, such rates shall be fixed on the basis of the principles set out in Paragraph (A) of Article VI of the Agreement and after taking into consideration the interests of the air lines of the other Party and shall not vary unduly in a discriminatory manner from the rates established by the air lines of the other Party operating air services on that part of the specified air routes concerned. Provided, however, that a designated air line under the Agreement shall not be required to charge rates higher than those established by any other air line operating on the specified air routes.

(2) That in case the Provisional International Civil Aviation Organization fails to establish a means of determining such rates satisfactory to both Contracting Parties within a reasonable time, the consultation provided for in Article X of the Agreement shall be inaugurated.

I am to request that you will be good enough to confirm your understanding on these matters to be as set out in this letter.

I have the honour to be, Sir,

Your most obedient servant,

W. H. SHOEBERT  
*Secretary to the Government of India*

*The American Chargé d'Affaires to the Secretary to the Government  
of India*

No. 174

NEW DELHI, *November 14, 1946*

SIR:

I have the honor to refer to your note of today's date on the subject of the Agreement between the Government of the United States of America and the Government of India relating to air services signed on behalf of both our Governments today, and to state, with regard to two matters which have been under discussion, that the understanding of the Government of the United States of America is as follows:

[For text of understanding, see numbered paragraphs of Indian note, above.]

I have the honor to be, Sir,  
Your obedient servant,

GEORGE R. MERRELL,  
*Chargé d'Affaires a.i.*

## PERMISSION FOR FLIGHTS OF MILITARY AIRCRAFT

*Exchange of notes at New Delhi July 1 and 5, 1947*

*Entered into force July 5, 1947*

*Amended by agreement of April 22 and May 3, 1948 <sup>1</sup>*

*Superseded July 5, 1949, by agreement of July 2 and 4, 1949 <sup>2</sup>*

[For text, see 3 UST 568; TIAS 2416.]

## PERMISSION FOR FLIGHTS OF MILITARY AIRCRAFT

*Exchange of notes at New Delhi April 22 and May 3, 1948, amending  
agreement of July 1 and 5, 1947*

*Entered into force May 3, 1948*

*Superseded July 5, 1949, by agreement of July 2 and 4, 1949 <sup>2</sup>*

[For text, see 3 UST 573; TIAS 2416.]

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<sup>1</sup> 3 UST 573; TIAS 2416.

<sup>2</sup> 3 UST 575; TIAS 2417.

## VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at New Delhi July 19 and August 11, 1948*  
*Entered into force August 11, 1948*

[For text, see 5 UST 193; TIAS 2913.]

## PERMISSION FOR FLIGHTS OF MILITARY AIRCRAFT

*Exchange of notes at New Delhi July 2 and 4, 1949*  
*Entered into force July 5, 1949*

*Amended by agreements of June 9 and 15, 1955;<sup>1</sup> March 5 and  
July 22, 1963;<sup>2</sup> and March 5 and August 29, 1963<sup>3</sup>*

[For text, see 3 UST 575; TIAS 2417.]

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<sup>1</sup> 14 UST 1449; TIAS 5442.

<sup>2</sup> 14 UST 1450; TIAS 5442.

<sup>3</sup> 14 UST 1452; TIAS 5442.

# Indonesia<sup>1</sup>

## LEND-LEASE SETTLEMENT

*Agreement signed at Washington May 28, 1947*

*Entered into force May 28, 1947*

*Period for purchase of surplus property extended by arrangements of December 26, 1947, and January 6, 1948,<sup>2</sup> and August 16 and October 1, 1948<sup>2</sup>*

*Netherlands released from its obligations as guarantor by agreement of September 17 and October 15, 1952, and April 8, 1953<sup>3</sup>*

*Payments rescheduled by agreements of December 30, 1967,<sup>4</sup> December 20, 1968,<sup>5</sup> February 6, 1970,<sup>6</sup> and March 16, 1971<sup>7</sup>*

61 Stat. 3947; Treaties and Other  
International Acts Series 1750

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE NETHERLANDS INDIES REGARDING A LINE OF CREDIT FOR THE PURCHASE OF UNITED STATES SURPLUS PROPERTY

#### 1. *General Terms*

A. The United States Government and the Netherlands Indies Government agree that their rights and obligations in connection with the line of credit for the purchase of surplus property heretofore granted by the United States Government to the Netherlands Indies Government in the amount of \$100,000,000 shall be as stated in this Agreement. The agreement of July 11, 1946 between the two Governments, establishing such line of credit, is superseded by this Agreement.

<sup>1</sup> Certain agreements between the United States and the Netherlands were, or are, applicable to Indonesia. See *post*, vol. 10, p. 6, NETHERLANDS.

<sup>2</sup> Not printed.

<sup>3</sup> 4 UST 1557; TIAS 2820.

<sup>4</sup> 18 UST 3261; TIAS 6419.

<sup>5</sup> 19 UST 7838; TIAS 6618.

<sup>6</sup> 21 UST 447; TIAS 6832.

<sup>7</sup> 22 UST; TIAS 7092.

B. The amount of the line of credit is \$100,000,000.

C. The terms of payment of the amount due under the line of credit shall be as stated in paragraph 2 of this Agreement. This change from the original terms of payment has been consented to by the United States Government as part of the general settlement of lend-lease and other war accounts signed concurrently herewith by the United States Government and the Government of the Kingdom of the Netherlands.

D. The line of credit is for use in purchasing prior to January 1, 1948<sup>8</sup> United States surplus property, wherever situated, made available by the Office of the Foreign Liquidation Commissioner.

E. Charges heretofore made against the line of credit shall continue to be charges against it as from the respective dates of the charges, but no interest will be payable for the period before July 1, 1946 and interest will accrue thereafter as provided in sub-paragraph 2B of this Agreement.

F. Procedural arrangements heretofore made in connection with the line of credit shall continue in force until changed.

## 2. *Terms of Payment*

A. The amount due under the line of credit will be paid by the Netherlands Indies Government to the United States Government in dollars in thirty annual instalments, which shall become payable on July 1 of each year beginning July 1, 1951. The first instalment shall be equal to one-thirtieth of the amount due as of July 1, 1951. Each subsequent instalment shall be equal to so much of the amount due (as of the date of the instalment) as has not previously become payable, divided by the number of instalments that have not previously become payable.

B. Interest on the amount due will be paid to the United States Government by the Netherlands Indies Government in dollars at the fixed rate of two percent per annum on July 1 of each year beginning July 1, 1947, accruing from the previous July 1 on the amount due on such previous July 1. With respect to the amount of any reduction in the amount due under the authority of sub-paragraph 2C and paragraph 3 of this Agreement interest for the period from the preceding July 1 shall be charged only to the date of such reduction.

C. The Netherlands Indies Government may at any time or times make payments to the United States Government under this Agreement of amounts not then payable or larger than are then payable. Any such payment will be credited first to past due interest, if any, and then to past due instalments, if any, and then to the amount due at the time of such payment.

D. If by agreement of both Governments it is determined that because of extraordinary and adverse economic conditions arising during the course of payment, any of the periodic payments of interest, of principal, of interest

<sup>8</sup> Period for purchase extended to Dec. 31, 1948, by arrangements of Dec. 26, 1947, and Jan. 6, 1948, and Aug. 16 and Oct. 1, 1948 (not printed).

and principal, or of any part thereof would not be to the common advantage of both Governments, payment may be postponed on such terms and conditions as may be agreed.

3. *Provision of Netherlands Indies Currency and of Property*

A. The Netherlands Indies Government, when requested by the United States Government, will make available at any time or times, by payment to the United States Government or to such persons or organizations as the United States Government may designate, Netherlands Indies currency in any amount (computed as provided in sub-paragraph 3E of this Agreement) not in excess of the amount due as of such time plus past due interest, for:

(1) The payment of any or all of the ordinary governmental expenditures in the Netherlands Indies of the United States Government or any department or agency thereof;

(2) The acquisition of real property, improvements thereon or furnishings therefor, agreed upon by the two Governments; and

(3) The payment of the cost of educational programs agreed upon by the two Governments.

B. In case the United States Government wishes to acquire any property located in the Netherlands Indies, real or personal, tangible or intangible (other than for export except by mutual agreement), or to improve or furnish any property so located in which it has an interest, the Netherlands Indies Government will at any time or times, as requested by the United States Government, enter into negotiations, and use its best efforts consistent with its public policy, to reach an agreement with the United States Government whereby there will be delivered to the United States Government the properties, improvements or furnishings which the United States Government desires or which the representatives of the United States Government have selected. Representatives of the United States Government may at their discretion conduct discussions directly with owners of property or with contractors for improvements or furnishings as to fair terms and prices prior to the delivery of such property, improvements or furnishings to the United States Government.

C. The United States Government declares that it is now its intention to request that Netherlands Indies currency be made available for agreed educational programs under sub-paragraph 3A of this Agreement to the value of \$7,000,000 and that it is now its intention to request that Netherlands Indies currency be made available for, or that there be delivered, real property, improvements and furnishings, or both, under sub-paragraphs 3A and 3B of this Agreement to the value of \$1,300,000. This statement of intention does not prevent the United States Government from later proposing different amounts from these in these connections. The foregoing amounts are

inclusive of amounts heretofore requested under corresponding arrangements hitherto existing under the line of credit.

D. The dollar equivalent (computed in accordance with sub-paragraph 3E of this Agreement) of any Netherlands Indies currency made available and of the Netherlands Indies currency value of any properties, improvements and furnishings delivered under this paragraph 3 or under corresponding arrangements hitherto existing under the line of credit shall be credited first to interest, if any, and then to instalments, if any, past due under this Agreement and then to the amount then due under this Agreement.

E. Any Netherlands Indies currency made available and the Netherlands Indies currency value of any properties, improvements and furnishings delivered under this paragraph 3 or under corresponding arrangements hitherto existing under the line of credit will be valued at the par value between such currency and dollars established in conformity with procedures of the International Monetary Fund, or, if no such par value exists, at the rate most favorable to the United States Government used by the Netherlands Indies Government in any official transaction at the time of the request by the United States Government that such currency be made available or that such properties, improvements or furnishings be delivered.

DONE at Washington, in triplicate, this twenty-eighth day of May, 1947.

For the Government of the United States of America:

G. C. MARSHALL  
*Secretary of State of the  
United States of America*

For the Government of the Netherlands Indies:

A. LOUDON  
*Ambassador Extraordinary and Plenipotentiary  
of the Kingdom of the Netherlands at Washington*

The Government of the Kingdom of the Netherlands hereby guarantees to the United States Government the performance by the Government of the Netherlands Indies of all the obligations of the Government of the Netherlands Indies under the foregoing Agreement.<sup>9</sup>

DONE at Washington, in triplicate, this twenty-eighth day of May, 1947.

For the Government of the Kingdom of the Netherlands:

A. LOUDON  
*Ambassador Extraordinary and Plenipotentiary  
of the Kingdom of the Netherlands at Washington*

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<sup>9</sup> For an exchange of notes dated Sept. 17 and Oct. 15, 1952, and Apr. 8, 1953, releasing the Netherlands from its obligations as guarantor, see 4 UST 1557; TIAS 2820.

# Iran<sup>1</sup>

## FRIENDSHIP AND COMMERCE

*Treaty signed at Constantinople December 13, 1856*

*Ratified by Persia January 16, 1857*

*Senate advice and consent to ratification March 10, 1857*

*Ratified by the President of the United States March 12, 1857*

*Ratifications exchanged at Constantinople June 13, 1857*

*Entered into force June 13, 1857*

*Proclaimed by the President of the United States August 18, 1857*

*Terminated May 10, 1928<sup>2</sup>*

11 Stat. 709; Treaty Series 273<sup>3</sup>

In the name of God the Clement and the Merciful.

The President of the United States of North America, and his Majesty as exalted as the Planet Saturn; the Sovereign to whom the Sun serves as a standard; whose splendor and magnificence are equal to that of the Skies; the Sublime Sovereign, the Monarch whose armies are as numerous as the Stars; whose greatness calls to mind that of Jeinshid; whose magnificence equals that of Darius; the Heir of the Crown and Throne of the Kayanians; the Sublime Emperor of all Persia, being both equally and sincerely desirous of establishing relations of Friendship between the two Governments, which they wish to strengthen by a Treaty of Friendship and Commerce, reciprocally advantageous and useful to the Citizens and subjects of the two High contracting parties, have for this purpose named for their Plenipotentiaries,

The President of the United States of North America, Carroll Spence, Minister Resident of the United States near the Sublime Porte; and His Majesty the Emperor of all Persia, His Excellency Emin ul Molk Farrukh Khan, Ambassador of His Imperial Majesty the Shah, decorated with the portrait of the Shah, with the great cordon blue and bearer of the girdle of Diamonds, &c, &c, &c, &c.

<sup>1</sup> The name "Iran" came into official use by the Government of Persia on Mar. 22, 1935.

<sup>2</sup> Pursuant to notice of termination given by Persia May 10, 1927.

<sup>3</sup> For a detailed study of this treaty, see 7 Miller 429.

And the said Plenipotentiaries having exchanged their full powers, which were found to be in proper and due form, have agreed upon the following articles.

#### ARTICLE I

There shall be hereafter a sincere and constant good understanding between the Government and citizens of the United States of North America and the Persian Empire and all Persian subjects.

#### ARTICLE II

The Ambassadors or Diplomatic agents, whom it may please either of the two high contracting parties to send and maintain near the other, shall be received and treated, they and all those composing their Missions, as the Ambassadors and Diplomatic agents of the most favored nations are received and treated in the two respective countries; and they shall enjoy there, in all respects, the same prerogatives and immunities.

#### ARTICLE III

The citizens and subjects of the two high contracting parties, travellers, merchants, manufacturers and others, who may reside in the Territory of either Country, shall be respected and efficiently protected by the authorities of the Country and their agents, and treated in all respects as the subjects and citizens of the most favored Nation are treated.

They may reciprocally bring by land or by sea into either Country, and export from it all kinds of merchandise and products, and sell, exchange or buy, and transport them to all places in the Territories of either of the high contracting parties. It being however understood that the merchants of either nation, who shall engage in the internal commerce of either country, shall be governed, in respect to such commerce by the laws of the country in which such commerce is carried on; and in case either of the High contracting powers shall hereafter grant other privileges concerning such internal commerce to the citizens or subjects of other Governments the same shall be equally granted to the merchants of either nation engaged in such internal commerce within the territories of the other.

#### ARTICLE IV

The merchandise imported or exported by the respective citizens or subjects of the two high contracting parties shall not pay in either country on their arrival or departure, other duties than those which are charged in either of the countries on the merchandise or products imported or exported by the merchants and subjects of the most favored Nation, and no exceptional tax under any name or pretext whatever shall be collected on them in either of the two Countries.

## ARTICLE V

All suits and disputes arising in Persia between Persian subjects and citizens of the United States shall be carried before the Persian tribunal to which such matters are usually referred at the place where a Consul or agent of the United States may reside, and shall be discussed and decided according to Equity, in the presence of an employé of the Consul or agent of the United States.

All suits and disputes which may arise in the Empire of Persia between citizens of the United States, shall be referred entirely for trial and for adjudication to the Consul or agent of the United States residing in the Province wherein such suits and disputes may have arisen, or in the Province nearest to it, who shall decide them according to the laws of the United States.

All suits and disputes occurring in Persia between the citizens of the United States and the subjects of other foreign Powers shall be tried and adjudicated by the intermediation of their respective Consuls or agents.

In the United States Persian subjects in all disputes arising between themselves, or between them and citizens of the United States or Foreigners shall be judged according to the rules adopted in the United States respecting the subjects of the most favored nation.

Persian subjects residing in the United States, and citizens of the United States residing in Persia shall when charged with criminal offences be tried and judged in Persia and the United States in the same manner as are the subjects and citizens of the most favored nation residing in either of the above-mentioned countries.

## ARTICLE VI

In case of a citizen or subject of either of the contracting parties dying within the Territories of the other, his effects shall be delivered up integrally to the family or partners in business of the Deceased, and in case he has no relations or partners, his effects in either Country shall be delivered up to the Consul or agent of the Nation of which the Deceased was a subject or citizen, so that he may dispose of them in accordance with the laws of his country.

## ARTICLE VII

For the protection of their citizens or subjects and their commerce respectively, and in order to facilitate good and equitable relations between the citizens and subjects of the two countries, the two high contracting parties reserve the right to maintain a Diplomatic Agent at either seat of Government, and to name each three Consuls in either Country, those of the United States shall reside at Teheran, Bender Bushir, and Tauris; those of Persia at Washington, New York and New Orleans.

The Consuls of the high contracting parties shall reciprocally enjoy in the territories of the other, where their residences shall be established, the respect,

privileges and immunities granted in either country to the Consuls of the most favored Nation. The Diplomatic Agent or Consuls of the United States shall not protect secretly or publicly the subjects of the Persian Government, and they shall never suffer a departure from the principles here laid down and agreed to by mutual consent.

And it is further understood, that if any of those Consuls shall engage in trade, they shall be subjected to the same laws and usages to which private individuals of their Nation engaged in commercial pursuits in the same place are subjected.

And it is also understood by the High contracting parties, that the Diplomatic and Consular Agents of the United States shall not employ a greater number of domestics than is allowed by Treaty to those of Russia residing in Persia.

#### ARTICLE VIII

And the high contracting parties agree that the present Treaty of Friendship and Commerce cemented by the sincere good feeling, and confidence which exists between the Governments of the United States and Persia, shall be in force for the term of ten years from the exchange of its ratification, and if before the expiration of the first ten years neither of the high contracting parties shall have announced, by official notification to the other, its intention to arrest the operation of said Treaty, it shall remain binding for one year beyond that time, and so on until the expiration of twelve months, which will follow a similar notification, whatever the time may be at which it may take place; and the Plenipotentiaries of the two high contracting parties further agree to exchange the ratifications of their respective Governments at Constantinople in the space of six months or earlier if practicable.

In faith of which, the respective Plenipotentiaries of the two high contracting parties have signed the present Treaty and have attached their seals to it.

Done in duplicate in Persian and English, the thirteenth day of December one thousand eight hundred and fifty six, and of the Hijéreh the fifteenth day of the moon of Rebiul Sany one thousand two hundred and seventy three at Constantinople.

CARROLL SPENCE

[SEAL]

EMIN UL MOLK FARRUKH KHAN

[SEAL]

## CLAIMS: THE LABAREE CASE

*American memorandum done at Tehran December 20, 1904; Persian note signed at Tehran January 3, 1905*

1905 For. Rel. 723<sup>1</sup>

### AMERICAN MEMORANDUM

[TRANSLATION]

In the matter of the murder of Benjamin W. Labaree, an American citizen. The Persian Government having agreed to the demands of the American Government requiring—

1. The imprisonment for life of Mir Ghaffar, the principal murderer.
2. The arrest and punishment according to the measure of their guilt of his accomplices in the murder.
3. The payment in cash for the benefit of the widow and orphans of the deceased of an indemnity in the sum of \$50,000 gold.

And the President of the United States desiring to set a salutary example to prevent similar crimes rather than to exact harsh and inconvenient terms of the Persian Government, and considering the unbroken friendship that has subsisted between the two governments in the past has instructed Richmond Pearson, envoy extraordinary and minister plenipotentiary of the United States, to accept the sum of \$30,000 instead of the sum of \$50,000, the full amount of the indemnity conceded by the Persian Government on the following express conditions, to wit:

1. If Mir Ghaffar shall be permitted to escape from prison by the negligence or connivance of Persian officials.
2. Or if the leading accomplices, notoriously identified as participants in the crime and living within the jurisdiction of Persia, shall not have been captured and punished according to the measure of their guilt before March 9, 1906.
3. Or if the amount of the indemnity or any part thereof shall be levied by special tax, or by other device or pretext exacted it from the Christian population residing in Urumia or elsewhere in Persia, then and in any such event,

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<sup>1</sup> For background, see 1904 For. Rel. 657-672, 835 and Moore, *A Digest of International Law*, vol. VI, p. 806.

so much of the indemnity as is hereby remitted, to wit, the sum of \$20,000, shall immediately become due and payable just as if no reduction had been made in the total amount conceded by the Persian Government, it being the purpose and intent of both governments in concluding this form of settlement to prevent as far as possible the recurrence of similar crimes.

Signed on behalf of the United States by Richmond Pearson, envoy extraordinary and minister plenipotentiary, the 20th day of December, 1904, corresponding to the 12th of Shavval A. H. 1322.

PERSIAN NOTE

*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS

*26th of Shavval, 1322*

*(3d of January, 1905)*

YOUR EXCELLENCY: I have considered the draft memorandum, which you presented to me several days ago, containing the conditions for bringing to a conclusion the case of the murder of Mr. Labaree.

In order to settle the question of the indemnity of \$30,000, which the Government of the United States has demanded for the support of the widow and orphans of Mr. Labaree, I have now to place in your hands a draft on the Imperial Bank of Persia for this amount.

With regard to the imprisonment of Mir Ghaffar and the punishment of the persons implicated with him in the crime, the Persian Government will, after the necessary inquiries, in accordance with this draft memorandum keep Mir Ghaffar in perpetual confinement.

With respect to the other persons implicated in this murder, whoever of them shall be found residing within the government and jurisdiction of Persia shall, by the 9th of March, 1906, be arrested and brought to trial and punished according to the measure of their guilt.

With reference to the demand, contained in your memorandum, that the Persian Government should not, either as a tax or on any other pretext, collect the sum of the indemnity to be paid to the heirs of the late Mr. Labaree from the Christians resident in Urumia, I beg to inform your excellency that the Persian Government never had and has not thought of taking this sum by force from persons innocent of the crime. It is, however, only consistent that should it be proved, that Christians were implicated in this murder, they will not be held exempt from the punishment which the necessities of justice may demand.

I avail, etc.,

MUSHIR-ED-DOWLAH

## WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Tehran March 27 and April 20 and 21, 1926  
Entered into force April 21, 1926; operative May 15, 1926*

Department of State files

*The American Minister to the Acting Minister of Foreign Affairs*

TEHERAN, *March 27, 1926*

### EXCELLENCY:

The Government of the United States will, from the 15th of May 1926, collect no fee for visaing passports or executing applications therefor in the case of subjects of the Imperial Persian Government desiring to visit the United States (including the insular possessions) who are not immigrants as defined in the Immigration Act of the United States of 1924;<sup>1</sup> namely, (1) a government official, his family, attendants, servants, and employees, (2) a Persian subject visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) a Persian subject in continued transit through the United States, (4) a Persian subject lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide Persian seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) a Persian subject entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation; and from the same date the Imperial Government of Persia will collect no fee for visaing passports or executing applications therefor in the case of non-immigrant citizens of the United States of like classes desiring to visit Persia.

I avail myself of this opportunity to renew to Your Excellency the assurance of my very high consideration.

HOFFMAN PHILIP

His Excellency,

MIRZA DAVOUD KHAN MEFTAH,  
*Acting Minister for Foreign Affairs,  
Teheran.*

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<sup>1</sup> 43 Stat. 153.

*The Acting Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

*Farvardin 30, 1305**(April 20, 1926)*

No. 158/330

MR. MINISTER,

In reply to Your Excellency's note No. 39 of March 27, 1926, I have the honor to state that, as I stated in my note No. 2920 of Bahman 28, 1304, the Persian Government will not collect visa fees on passports of American citizens included in the six classes of non-immigrants, and will grant them free visas.

I, therefore, request Your Excellency, in case the officials of Your Government are willing, on the basis of reciprocity, to visa passports of Persian subjects without charging visa fees, to address a note to the Ministry of Foreign Affairs, adverting to this note and your unnumbered note of March 27, 1926, and expressing the approval of your Government for the enforcement of this arrangement, so that it may be put into effect beginning from Ordibehesht 24, 1305 (May 15, 1926).

I avail [etc.]

D. MEFTAH

His Excellency,

Mr. HOFFMAN PHILIP,  
*American Minister,*  
*Teheran.*

*The American Minister to the Acting Minister of Foreign Affairs*

No. 46

TEHERAN, *April 21, 1926*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. 158/330 of Farvardin 30, 1305 (April 20, 1926) stating that the Imperial Government agrees to the proposal contained in my unnumbered note of March 27, 1926, in regard to the mutual waiver of visa charges on the passports of Persian and American citizens of the classes enumerated in my above mentioned note.

I take pleasure in informing Your Excellency that this arrangement has the approval of my Government, and that my Government will put the new arrangement into effect beginning May 15, 1926 (Ordibehesht 24, 1305).

I avail myself of this opportunity to renew to Your Excellency the assurance of my very high consideration.

HOFFMAN PHILIP

His Excellency,

MIRZA DAVOUD KHAN MEFTAH,  
*Acting Minister for Foreign Affairs,*  
*Teheran.*

## COMMERCIAL RELATIONS

*Exchange of notes at Tehran May 14, 1928*

*Entered into force May 14, 1928; operative with respect to certain provisions from May 10, 1928*

*Supplemented by agreement of July 11, 1928*<sup>1</sup>

*Replaced June 16, 1957, by treaty of August 15, 1955*<sup>2</sup>

47 Stat. 2644; Executive Agreement Series 19

*The American Minister to the Acting Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
TEHERAN, PERSIA, *May 14, 1928*

EXCELLENCY:

I have the honor to inform you that my Government, animated by the sincere desire to terminate as soon as possible the negotiations now in progress with the Imperial Government of Persia in regard to the conclusion of a Treaty of Friendship, as well as Establishment, Consular, Commercial and Tariff Conventions between the United States of America and Persia, has instructed me to communicate to the Imperial Government of Persia in its name the following provisional stipulations:

1) After May 10, 1928, the diplomatic representation of Persia in the United States, its territories and possessions, shall enjoy, on a basis of complete reciprocity, the privileges and immunities derived from generally recognized international law.

The Consular representatives of Persia, duly provided with exequatur, will be permitted to reside in the United States, its territories and possessions, in the districts where they have been formerly admitted.

They shall, on a basis of complete reciprocity, enjoy the honorary privileges and personal immunities in regard to jurisdiction and fiscal matters secured to them by generally recognized international law.

2) After May 10, 1928, Persian nationals in the United States, its territories and possessions, shall, on a basis of complete reciprocity, be received

<sup>1</sup> EAS 20, *post*, p. 1270.

<sup>2</sup> 8 UST 899; TIAS 3853.

and treated in accordance with the requirements and practices of generally recognized international law.

In respect to their persons and possessions, rights and interests, they shall enjoy the fullest protection of the laws and authorities of the Country, and they shall not be treated, in regard to the above mentioned subjects, in a manner less favorable than the nationals of any other foreign country.

In general, they shall enjoy in every respect the same treatment as the nationals of the Country, without, however, being entitled to the treatment reserved alone to nationals to the exclusion of all foreigners.

Matters of personal status and family law will be dealt with in separate notes to be concluded and exchanged at the earliest possible date.<sup>3</sup>

3) After May 10, 1928, and as long as the present stipulations remain in force, and on a basis of complete reciprocity, the United States will accord to merchandise produced or manufactured in Persia upon entry into the United States, its territories and possessions, the benefits of the tariff accorded to the most favored nation; from which it follows that the treatment extended to the products of Persia should not be less favorable than that granted to a third country.

In respect to the regime to be applied to the Commerce of Persia in the matter of import, export, and other duties and charges affecting commerce as well as in respect to transit warehousing and the facilities accorded commercial travelers' samples; and also as regards commodities, tariffs and quantities in connection with the licensing or prohibitions of imports and exports, the United States shall accord to Persia, on a basis of complete reciprocity, a treatment not less advantageous than that accorded to the commerce of any other country.

It is understood that no higher or other duties shall be imposed on the importation into or disposition in the United States, its territories or possessions, of any article, the product or manufacture of Persia, than are or shall be payable on like articles, the product or manufacture of any foreign country; similarly, and on a basis of complete reciprocity, no higher or other duties shall be imposed in the United States, its territories or possessions, on the exportation of any articles to Persia than are payable on the exportation of like articles to any foreign country.

On a basis of complete reciprocity, any lowering of duty of any kind that may be accorded by the United States in favor of the merchandise of any other country will become immediately applicable without request and without compensation to the commerce of Persia with the United States, its territories and possessions.

Providing that this understanding does not relate to:

1) The treatment which the United States accords or may hereafter accord to the commerce of Cuba, or any of the territories or possessions of the

<sup>3</sup> EAS 20, *post*, p. 1270.

United States, or the Panama Canal Zone, or to the treatment which is or may hereafter be accorded to the commerce of the United States with any of its territories or possessions, or to the commerce of its territories or possessions with one another;

2) Prohibitions or restrictions authorized by the laws and regulations in force in the United States, its territories or possessions, aiming at the protection of the food supply, sanitary administration in regard to human, animal or vegetable life, and the enforcement of police and revenue laws.

The present stipulations shall become operative on the day of signature, and shall remain respectively in effect until the entry in force of the Treaty and Conventions referred to in the first paragraph of this note, or until thirty days after notice of their termination shall have been given by the Government of the United States to the Imperial Government of Persia, but should the Government of the United States be prevented by future action of its legislature from carrying out the terms of these stipulations the obligations thereof shall thereupon lapse.

I shall be glad to have your confirmation of the understanding thus reached.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

HOFFMAN PHILIP

HIS EXCELLENCY,

MIRZA FAT'HOLLAH KHAN PAKREVAN,  
*Acting Minister for Foreign Affairs,*  
*Teheran.*

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*The Acting Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
TEHERAN, *May 14, 1928*

MR. MINISTER,

I have the honor, in the name of my Government, to acknowledge receipt of and place on record the contents of your note of to-day's date, specifying the provisional stipulations relative to diplomatic, consular, customs and other relations between Persia and the United States of America.

Please accept, Mr. Minister, the assurance of my high consideration.

F. PAKREVAN

HIS EXCELLENCY,

MR. HOFFMAN PHILIP,  
*Minister of the United States of America,*  
*Teheran.*

*The Acting Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

TEHERAN, *May 14, 1928*

MR. MINISTER,

I have the honor to advise you that my Government, animated by the sincere desire to terminate as soon as possible the negotiations now in progress with the Government of the United States relative to the conclusion of a treaty of friendship, as well as establishment, consular, customs, and commercial conventions, has directed me to communicate to you, in its name, the following provisional stipulations:

1. On and after May 10, 1928, the diplomatic representation of the United States of America in Persian territory shall enjoy, on condition of complete reciprocity, the privileges and immunities sanctioned by generally recognized international law.

The consular representatives of the United States of America in Persian territory, duly provided with an exequatur, shall be permitted, on condition of complete reciprocity, to reside there in the localities to which they were admitted up to that time.

They shall enjoy, on the condition of complete reciprocity, the honorary privileges and personal immunities in regard to jurisdiction and fiscal matters sanctioned by generally recognized international law.

2. On and after May 10, 1928, the nationals of the United States in Persia shall on the basis of complete reciprocity be admitted and treated in accordance with the rules and practices of generally recognized international law.

In respect of their persons and property, rights and interests, they shall enjoy there the fullest protection of the laws and the territorial authorities of the country, and they shall not be treated in regard to the above-mentioned matters in a manner less favorable than the nationals of other foreign countries.

They shall enjoy, in every respect, the same general treatment as the nationals of the country, without being entitled, however, to the treatment reserved to nationals alone, to the exclusion of all other foreigners.

Matters of personal status and family law shall be treated in special notes to be drawn up and exchanged as soon as possible.

3. On and after May 10, 1928, and as long as the present provisions shall remain in force, and on condition of complete reciprocity, merchandise produced or manufactured in the United States, its territories and possessions, on their entry into Persia, shall enjoy the tariff accorded to the most favored nation, so that the treatment accorded to the United States for its merchan-

disc shall not be less favorable than the legal treatment accorded to a third country.

In respect to the régime applicable to the commerce of the United States of America, in the matter of import and export and other duties and charges relating to commerce, as well as to transit, warehousing, and the facilities accorded to commercial travelers' samples, and as to facilities, tariffs, and quantities in connection with the licensing and prohibition of imports and exports, Persia shall accord to the United States, its territories, and possessions, on condition of complete reciprocity, a treatment not less favorable than that accorded to the commerce of any other foreign country.

It is understood that other or higher duties shall not be applied to the importation into or the sale in Persia of any articles, produced or manufactured in the United States, its territories and possessions, than those which would be payable on like articles produced or manufactured by any other foreign country.

Similarly and on condition of complete reciprocity, no other or higher duties shall be imposed in Persia on the exportation of any articles to the United States, its territories or possessions, than those which would be payable on the exportation of like articles to any other foreign country.

On condition of complete reciprocity, any lowering of duties of any kind that may be granted by Persia in favor of the products of any other country shall be immediately applicable, without request and without compensation, to the commerce of the United States, its territories and possessions, with Persia.

It is understood that these provisions do not refer to the prohibitions and restrictions authorized by the laws and regulations in force in Persia for protection of the food supply, sanitary administration in regard to human, animal, or vegetable life, the interests of public safety and fiscal interests.

The stipulations of the present note shall go into effect to-day and they shall remain respectively in force until the entry into effect of the corresponding treaty and conventions referred to in the first paragraph of this note or until the expiration of a period of thirty days from the notice which may be given to the Government of the United States by my Government of its intention to terminate them, but in case my Government should be prevented from fulfilling its engagements by the effect of a legislative measure, these stipulations shall lapse.

I would be glad to have confirmation of our understanding on these points. Please accept, Mr. Minister, the assurance of my high consideration.

PAKREVAN

HIS EXCELLENCY MR. HOFFMAN PHILIP  
*Minister of the United States of America  
at Teheran*

*The American Minister to the Acting Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
TEHERAN, PERSIA, *May 14, 1928*

EXCELLENCY:

I have the honor to inform you, in the name of my Government, that I have received and taken note of the contents of your note of to-day's date setting forth provisional stipulations in regard to Diplomatic, Consular, tariff and other relations between the United States and Persia.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

HOFFMAN PHILIP

HIS EXCELLENCY,  
MIRZA FAT'HOLLAH KHAN PAKREVAN,  
*Acting Minister for Foreign Affairs,*  
*Teheran.*

*The American Minister to the Acting Minister of Foreign Affairs*

[TRANSLATION]

LEGATION OF THE  
UNITED STATES OF AMERICA  
TEHERAN, *May 14, 1928*

MR. ACTING MINISTER,

I would be very glad to receive from Your Excellency an assurance on the part of the Imperial Government that American missionaries in Persia will be authorized, as in the past, to carry on their charitabe and educational work.

I take this occasion to renew to you, Mr. Acting Minister, the assurances of my high consideration.

HOFFMAN PHILIP

HIS EXCELLENCY,  
MIRZA FAT'HOLLAH KHAN PAKREVAN,  
*Acting Minister for Foreign Affairs,*  
*Teheran.*

*The Acting Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

TEHERAN, *May 14, 1928*

MR. MINISTER,

In reply to your request relative to American missionaries, I have the honor to inform you that they will be authorized to carry on their charitable and

educational work on the condition that it contravenes neither the public order nor the laws and regulations of Persia.

Please accept, Mr. Minister, the assurance of my high consideration.

F. PAKREVAN

HIS EXCELLENCY,

MR. HOFFMAN PHILIP,

*Minister of the United States of America,  
Teheran.*

## PERSONAL STATUS AND FAMILY LAW

*Exchange of notes at Tehran July 11, 1928, supplementing agreement of May 14, 1928*

*Entered into force July 11, 1928*

*Replaced June 16, 1957, by treaty of August 15, 1955*<sup>1</sup>

47 Stat. 2652; Executive Agreement Series 20

*The American Minister to the Acting Minister of Foreign Affairs*

[TRANSLATION]<sup>2</sup>

TEHERAN, July 11, 1928

MR. ACTING MINISTER,

Referring to the notes establishing the provisional stipulations relative to diplomatic, consular, customs, and other relations between the United States of America and Persia, exchanged on May 14, 1928,<sup>3</sup> I have the honor, in the name of my Government, to make the following statement of my understanding of the results attained by our conversations concerning the question of personal status, held in conformity with the stipulation specified in subparagraph 4 of paragraph 2 of the said notes.

Whereas Persian nationals in the United States of America enjoy most-favored-nation treatment in the matter of personal status, and,

Whereas the said question will be definitively settled between the two states by the establishment convention, it is understood that in the said matter of personal status, that is, with regard to all questions concerning marriage and conjugal community rights, divorce, judicial separation, dowry, paternity, affiliation, adoption, capacity of persons, majority, guardianship, trusteeship, and interdiction; in regard to movable property, the right of succession by will or *ab intestato*, distribution, and settlement; and, in general, family law, non-Moslem nationals of the United States in Persia shall be subject to their national laws.

If, however, with respect to the said questions, one of the parties should bring a matter before the Persian courts, the said courts would be obliged to apply American laws.

<sup>1</sup> 8 UST 899; TIAS 3853.

<sup>2</sup> The U.S. note was written in French.

<sup>3</sup> EAS 19, *ante*, p. 1263.

In order to facilitate the task of the Persian courts in the above-mentioned cases, the competent American authorities shall furnish, in case of need, the necessary information relative to American laws.

I shall be glad to have confirmation of our understanding on these points. Please accept, Mr. Acting Minister, the assurance of my high consideration.

HOFFMAN PHILIP

HIS EXCELLENCY

MIRZA FAT'HOLLAH KHAN PAKREVAN,  
*Acting Minister of Foreign Affairs,*  
*Teheran.*

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*The Acting Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

TEHERAN, *July 11, 1928*

MR. MINISTER,

Referring to the notes establishing the provisional stipulations relative to diplomatic, consular, customs, and other relations between Persia and the United States of America, exchanged on May 14, 1928, I have the honor, in the name of my Government, to make the following statement of my understanding of the results attained by our conversations concerning the question of personal status, held in conformity with the stipulation specified in subparagraph 4 of paragraph 2 of the said notes.

[For terms of understanding, see second, third, fourth, and fifth paragraphs of U.S. note, above.]

I shall be glad to have confirmation of our understanding on these points. Please accept, Mr. Minister, the assurance of my high consideration.

F. PAKREVAN

HIS EXCELLENCY

MR. HOFFMAN PHILIP,  
*Minister of the United States,*  
*Teheran.*

## RECIPROCAL TRADE

*Agreement and exchange of notes signed at Washington April 8, 1943*<sup>1</sup>

*Ratified by Iran October 24, 1943*

*Proclaimed by the President of the United States March 31, 1944*

*Ratification and proclamation exchanged at Washington May 29, 1944*

*Supplementary proclamation by the President of the United States  
May 29, 1944*

*Entered into force June 28, 1944*

*Amended by agreement of April 12, 1960*<sup>2</sup>

*Terminated August 25, 1960, by agreement of July 27, 1960*<sup>3</sup>

58 Stat. 1322; Executive Agreement Series 410

### AGREEMENT

The President of the United States of America and His Imperial Majesty the Shah-in-Shah of Iran, being desirous of strengthening the traditional bonds of friendship between the two countries by maintaining as heretofore the principle of equality of treatment as the basis of commercial relations and by granting mutual and reciprocal concessions and advantages for the promotion and extension of trade, have decided to conclude a Trade Agreement and for that purpose have appointed their Plenipotentiaries, as follows:

The President of the United States of America:

Cordell Hull, Secretary of State of the United States of America;  
and

His Imperial Majesty the Shah-in-Shah of Iran:

Mohammed Shayesteh, Envoy Extraordinary and Minister Plenipotentiary at Washington;

who, after communicating to each other their respective full powers, found to be in good and due form, have agreed upon the following Articles:

### ARTICLE I

1. The United States of America and Iran will grant each other unconditional and unrestricted most-favored-nation treatment in all matters concerning customs duties and subsidiary charges of every kind and in the method of levying duties, and, further, in all matters concerning the rules,

<sup>1</sup> For schedules annexed to agreement, see 58 Stat. 1329 or p. 9 of EAS 410.

<sup>2</sup> 11 UST 1339; TIAS 4467.

<sup>3</sup> 11 UST 2163; TIAS 4581.

formalities and charges imposed in connection with the clearing of goods through the customs, and with respect to all laws or regulations affecting the sale, taxation or use of imported goods within the country.

2. Accordingly, articles the growth, produce or manufacture of either country imported into the other shall in no case be subject, in regard to the matters referred to above, to any duties, taxes or charges other or higher, or to any rules or formalities other or more burdensome, than those to which the like articles the growth, produce or manufacture of any third country are or may hereafter be subject.

3. Similarly, articles exported from the territory of the United States of America or Iran and consigned to the territory of the other country shall in no case be subject with respect to exportation and in regard to the above-mentioned matters, to any duties, taxes or charges other or higher, or to any rules or formalities other or more burdensome, than those to which the like articles when consigned to the territory of any third country are or may hereafter be subject.

4. Any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or Iran in regard to the above-mentioned matters, to any article originating in any third country or consigned to the territory of any third country shall be accorded immediately and without compensation to the like article originating in or consigned to the territory of Iran or the United States of America, respectively.

## ARTICLE II

Articles the growth, produce or manufacture of the United States of America or Iran, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those imposed on like articles of national origin or of any other foreign origin.

## ARTICLE III

1. No prohibition or restriction of any kind shall be imposed by the Government of either country on the importation of any article the growth, produce or manufacture of the other country or upon the exportation of any article destined for the other country, unless the importation of the like article the growth, produce or manufacture of all third countries, or the exportation of the like article to all third countries, respectively, is similarly prohibited or restricted.

2. No restriction of any kind shall be imposed by the Government of either country on the importation from the other country of any article in which that country has an interest, whether by means of import licenses or permits or otherwise, unless the total quantity or value of such article permitted to be imported during a specified period, or any change in such quantity or value, shall have been established and made public. If the

Government of either country allots a share of such total quantity or value to any third country, it shall allot to the other country, unless it is mutually agreed to dispense with such allotment, a share based upon the proportion of the total imports of such article supplied by that country in a previous representative period, account being taken in so far as practicable of any special factors which may have affected or may be affecting the trade in that article, and shall make such share available so as to facilitate its full utilization. No limitation or restriction of any kind other than such an allotment shall be imposed, by means of import licenses or permits or otherwise, on the share of such total quantity or value which may be imported from the other country.

3. The provisions of this Article shall apply in respect of the quantity or value of any article permitted to be imported at a specified rate of duty.

#### ARTICLE IV

1. If the Government of either country establishes or maintains any form of control of the means of international payment, it shall accord unconditional most-favored-nation treatment to the commerce of the other country with respect to all aspects of such control.

2. The Government establishing or maintaining such control shall impose no prohibition, restriction or delay on the transfer of payment for any article the growth, produce or manufacture of the other country which is not imposed on the transfer of payment for the like article the growth, produce or manufacture of any third country. With respect to rates of exchange and with respect to taxes or charges on exchange transactions, articles the growth, produce or manufacture of the other country shall be accorded unconditionally treatment no less favorable than that accorded to the like articles the growth, produce or manufacture of any third country. The foregoing provisions shall also extend to the application of such control to payments necessary for or incidental to the importation of articles the growth, produce or manufacture of the other country. In general, the control shall be administered so as not to influence to the disadvantage of the other country the competitive relationships between articles the growth, produce or manufacture of the territories of that country and like articles the growth, produce or manufacture of third countries.

#### ARTICLE V

1. In the event that the Government of either country establishes or maintains a monopoly for the importation, production or sale of any article or grants exclusive privileges, formally or in effect, to any agency to import, produce or sell any article, it is agreed that the commerce of the other country shall be accorded fair and equitable treatment in respect of the foreign purchases of such monopoly or agency. To this end such monopoly or agency

will, in making its foreign purchases of any article, be influenced solely by those considerations, such as price, quality, marketability and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing such article on the most favorable terms.

2. The Government of each country, in the awarding of contracts for public works and generally in the purchase of supplies, shall accord fair and equitable treatment to the commerce of the other country as compared with the treatment accorded to the commerce of any third country.

#### ARTICLE VI

1. Articles the growth, produce or manufacture of the United States of America enumerated and described in Schedule I<sup>4</sup> annexed to this Agreement shall, on their importation into Iran, be exempt from ordinary customs duties in excess of those set forth and provided for in the said Schedule, subject to the conditions therein set out. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of Iran in force on the day of the signature of this Agreement.

2. Schedule I and the notes included therein shall have full force and effect as integral parts of this Agreement.

#### ARTICLE VII

1. Articles the growth, produce or manufacture of Iran enumerated and described in Schedule II annexed to this Agreement shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth and provided for in the said Schedule, subject to the conditions therein set out. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the United States of America in force on the day of the signature of this Agreement.

2. Schedule II and the notes included therein shall have full force and effect as integral parts of this Agreement.

#### ARTICLE VIII

The provisions of Articles VI and VII of this Agreement shall not prevent the Government of either country from imposing at any time on the importation of any article a charge equivalent to an internal tax imposed in respect

<sup>4</sup> See footnote 1, p. 1272.

of a like domestic article or in respect of a commodity from which the imported article has been manufactured or produced in whole or in part.

#### ARTICLE IX

1. If the Government of either country should consider that any circumstance, or any measure adopted by the other Government, even though it does not conflict with the terms of this Agreement, has the effect of nullifying or impairing any object of the Agreement or of prejudicing an industry or the commerce of that country, such other Government shall give sympathetic consideration to such written representations or proposals as may be made with a view to effecting a mutually satisfactory adjustment of the matter. If agreement is not reached with respect to the matter within thirty days after such representations or proposals are received, the Government which made them shall be free, within fifteen days after the expiration of the aforesaid period of thirty days, to terminate this Agreement in whole or in part on thirty days' written notice.

2. The Governments of the two countries agree to consult together to the fullest possible extent in regard to all matters affecting the operation of the present Agreement.

#### ARTICLE X

1. The provisions of this Agreement relating to the treatment to be accorded by the United States of America and Iran, respectively, to the commerce of the other country shall apply to the respective customs territories of the two countries.

2. Furthermore, the provisions of this Agreement relating to most-favored-nation treatment shall apply to all territory under the sovereignty or authority of the two countries, except that they shall not apply to the Panama Canal Zone.

#### ARTICLE XI

1. The advantages now accorded or which may hereafter be accorded by the United States of America or Iran to adjacent countries in order to facilitate frontier traffic, and advantages accorded by virtue of a customs union to which either country may become a party, shall be excepted from the operation of this Agreement.

2. The advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another, irrespective of any change in the political status of any of the territories or possessions of the United States of America.

## ARTICLE XII

Nothing in this Agreement shall be construed to prevent the adoption or enforcement of measures

- (a) imposed on moral or humanitarian grounds;
- (b) designed to protect human, animal or plant life or health;
- (c) relating to prison-made goods;
- (d) relating to the enforcement of police or revenue laws;
- (e) relating to the importation or exportation of gold or silver;
- (f) relating to the control of the export or sale for export of arms, ammunition, or implements of war, and, in exceptional circumstances, all other military supplies;
- (g) relating to neutrality;
- (h) relating to public security, or imposed for the protection of the country's essential interests in time of war or other national emergency.

## ARTICLE XIII

The Government of the United States of America and the Imperial Government of Iran declare that the purpose of this Agreement is to grant mutual and reciprocal concessions and advantages for the promotion of commercial relations between the two countries; and that each and every one of the provisions contained herein shall be complied with and interpreted in accordance with this spirit and intention.

## ARTICLE XIV

This Agreement shall be proclaimed by the President of the United States of America and shall be ratified by the National Assembly (Majlis) of Iran. It shall enter into force on the thirtieth day following the exchange of the proclamation and the instrument of ratification, which shall take place in Washington as soon as possible.

## ARTICLE XV

Subject to the provisions of Article IX, this Agreement shall remain in force for a term of three years from the date of entry into force pursuant to Article XIV, and, unless at least six months before the expiration of the aforesaid term of three years, the Government of either country shall have given notice to the other Government of intention to terminate the Agreement upon the expiration of that term, the Agreement shall remain in force thereafter, subject to the provisions of Article IX, until six months from the date on which the Government of either country shall have given notice to the other Government of intention to terminate the Agreement.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

Done in duplicate, in the English and Persian languages, both authentic, in Washington, this eighth day of April 1943.

FOR THE PRESIDENT OF THE UNITED STATES OF AMERICA:

CORDELL HULL [SEAL]  
*Secretary of State of the  
 United States of America*

FOR HIS IMPERIAL MAJESTY THE SHAH-IN-SHAH OF IRAN:

M. SHAYESTEH [SEAL]  
*Envoy Extraordinary and Minister  
 Plenipotentiary of Iran at Washington*

[For schedules annexed to agreement, see 58 Stat. 1329 or p. 9 of EAS 410.]

#### EXCHANGE OF NOTES

##### *The Iranian Minister to the Secretary of State*

No. 105

APRIL 8, 1943

SIR:

During the course of the negotiations of the Trade Agreement signed this day, and with direct reference to the tariff concession on opium imported into the United States as provided in Schedule II thereof, it has been explained that the general policy of the Government of the United States is to issue permits for the importation of opium only in cases where the producing country has established a system of import permits and export authorizations at least equivalent to that described in the International Opium Convention signed at Geneva on February 19, 1925.

It has been further explained that in accordance with this policy, which is of general application, the issuance of permits for the importation of Iranian opium into the United States in the future would depend largely upon the measures which may have been taken by the Government of Iran for controlling effectively traffic in opium.

I am directed by my Government to state that it fully appreciates the reasons which have led to the general policy of the Government of the United States with respect to the importation of opium and to the adoption of the above means to carry out this policy. I am further directed to state that my Government has always been in full accord and sympathy with the international efforts made in the past to suppress the contraband traffic in opium, and that it is my Government's intention to establish at an early date any additional regulations which may be necessary to confine the trade in

opium produced in Iran to legitimate international channels, including a system of import permits and export authorizations at least equivalent to that described in the Geneva drug convention of 1925.

Accept, Sir, the renewed assurances of my highest consideration.

M. SHAYESTEH

The Honorable  
CORDELL HULL,  
*Secretary of State of the  
United States of America*

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*The Secretary of State to the Iranian Minister*

DEPARTMENT OF STATE  
WASHINGTON  
*April 8, 1943*

SIR:

I have the honor to acknowledge the receipt of your note of today's date and to confirm the statement therein set forth concerning the general policy of the Government of the United States with respect to the importation of opium.

My Government is deeply interested in measures designed to suppress the illicit international traffic in opium. It is, therefore, gratifying to learn that it is the intention of your Government to establish at an early date any additional regulations which may be necessary to confine the trade in opium produced in Iran to legitimate international channels, including a system of import permits and export authorizations at least equivalent to that described in the Geneva drug convention of 1925.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL  
*Secretary of State of the  
United States of America*

The Honorable  
MOHAMMED SHAYESTEH,  
*Envoy Extraordinary and  
Minister Plenipotentiary of Iran.*

## EXCHANGE OF PUBLICATIONS

*Exchange of notes at Tehran August 21, 1943*  
*Entered into force August 21, 1943*

57 Stat. 1133; Executive Agreement Series 349

*The American Minister to the Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
TEHRAN, August 21, 1943

No. 588

### EXCELLENCY:

I have the honor to refer to Your Excellency's Note No. 31823/2547 dated January 31, 1943, and to earlier correspondence regarding the exchange of official publications between the United States of America and Iran.

It gives me pleasure to inform you that my Government will be glad to undertake an exchange of official publications with the Imperial Government of Iran to be carried out in accordance with the following provisions:

1. The official exchange offices for transmission of publications shall be, on the part of the United States of America, the Smithsonian Institute, and on the part of Iran, the Imperial Ministry of Education.

2. The publications shall be received on behalf of the United States of America by the Library of Congress; and on behalf of Iran by the Ministry of Education.

3. The Government of the United States of America shall furnish regularly one copy of each of the official publications included in the attached list No. 1. This list shall be extended to include, without the necessity of subsequent negotiation, any new important publications that may be included by any agency of the United States Government in the future.

4. The Imperial Government of Iran shall furnish regularly one copy of each of the official publications included in the attached list No. 2. This list shall be extended to include, without the necessity of subsequent negotiation, any new important publications that may be included by any agency of the Imperial Government in the future.

5. With respect to the Government offices which are not issuing publications at present and are not mentioned on the attached lists, it is understood that such publications as they may issue in the future shall be supplied under the interchange agreement at the rate of one copy.

6. Each party to the agreement shall bear the postal, railroad, steamship and other charges arising in its own country.

7. Both parties express their willingness as far as possible to expedite shipments.

8. This agreement does not cover confidential publications, circulars, and other documents of a private nature of the two Governments.

9. This agreement shall not be understood to modify any agreement concerning the exchange of official publications which may be in effect between departments or instrumentalities of the two Governments.

If the Imperial Government is in accord with the foregoing, my Government will, upon the receipt of a corresponding note from Your Excellency, consider the agreement concluded and in effect from today.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

LOUIS G. DREYFUS, Jr

Enclosures:

2 lists.

His Excellency

MOHAMMED SAED,

*Minister of Foreign Affairs,  
Tehran.*

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*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

No. 3770/14410

*August 21, 1943 (MORDAD 29, 1322)*

MR. MINISTER:

I have the honor to acknowledge the receipt of your Excellency's Note No. 588 dated August 21, 1943, regarding the exchange of official publications between the Imperial Iranian Government and the United States of America, and it gives me the greatest pleasure to inform you that the Imperial Iranian Government is in accord.

The Imperial Government will be glad to undertake an exchange of official publications with the United States of America to be carried out in accordance with the following provisions:

1. The official exchange offices for transmission of publications shall be, on the part of Iran, the Ministry of Education, and on the part of the United States of America, the Smithsonian Institute.

2. The publications shall be received on behalf of Iran by the Ministry of Education, and on behalf of the United States of America by the Library of Congress.

3. The Imperial Government of Iran shall furnish regularly one copy of each of the official publications included in the attached list No. 1.<sup>1</sup> This list shall be extended to include, without the necessity and subsequent negotiations, any new important publications that may be included by any agency of the Imperial Government in the future.

4. The Government of the United States of America shall furnish regularly one copy of each of the official publications included in the attached list No. 2.<sup>2</sup> This list shall be extended to include, without the necessity of subsequent negotiation, any new important publications that may be included by any agency of the United States Government in the future.

5. With respect to the Government offices which are not issuing publications at present and are not mentioned on the attached lists, it is understood that such publications as they may issue in the future shall be supplied under the interchange agreement at the rate of one copy.

6. Each party to the agreement shall bear the postal, railroad, steamship and other charges arising in its own country.

7. Both parties express their willingness as far as possible to expedite shipments.

8. This agreement does not cover confidential publications, circulars, and other documents of a private nature of the two Governments.

9. This agreement shall not be understood to modify any agreement concerning the exchange of official publications which may be in effect between departments or instrumentalities of the two Governments.

This agreement will go into effect as of Mordad 29, 1322, corresponding to August 21, 1943.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

MOHAMMED SAED

Enclosures:  
Two lists

LIST NO. 1

OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE UNITED STATES GOVERNMENT

CONGRESS OF THE UNITED STATES  
House Journal  
Senate Journal  
Code of Laws and supplements

PRESIDENT OF THE UNITED STATES  
Annual messages to Congress

<sup>1</sup> List No. 2 in U.S. note.

<sup>2</sup> List No. 1 in U.S. note.

## DEPARTMENT OF AGRICULTURE

Annual Report of the Secretary of Agriculture  
Farmers' Bulletins  
Yearbook

## DEPARTMENT OF COMMERCE

Annual Report of the Secretary of Commerce  
*Bureau of the Census*  
Reports  
Abstracts  
Statistical Abstract of the United States (annual)  
*Bureau of Foreign and Domestic Commerce*  
Commerce Reports (weekly)  
Foreign Commerce and Navigation of the United States (annual)  
Survey of Current Business (monthly)  
Trade Information Bulletins  
Foreign Commerce Yearbook (annual)  
*National Bureau of Standards*  
Technical News Bulletin  
*Weather Bureau*  
Monthly Weather Review

## DEPARTMENT OF JUSTICE

Annual Report of the Attorney General

## DEPARTMENT OF LABOR

Annual Report of the Secretary of Labor  
*Bureau of Labor Statistics*  
Bulletins  
Monthly Labor Review

## DEPARTMENT OF STATE

Department of State Bulletin  
Inter-American Series  
Foreign Relations of the United States (annual)  
Statutes at Large  
Treaty Series

## DEPARTMENT OF THE INTERIOR

Annual Report of the Secretary of the Interior  
*Fish and Wild Life Service*  
Bulletins  
Investigational Reports  
*Bureau of Mines*  
Minerals Yearbook  
*Bureau of Reclamation*  
New Reclamation Era (monthly)  
*National Park Service*  
General Publications

## DISTRICT OF COLUMBIA

Annual Report of the Government of the District of Columbia  
Annual Report of the Public Utilities Commission

## FEDERAL SECURITY AGENCY

*Office of Education*  
School Life (monthly)  
*Public Health Service*  
Public Health Reports (weekly)

## FEDERAL WORKS AGENCY

*Public Roads Administration*  
Public Roads (monthly)

## SOCIAL SECURITY BOARD

Social Security Bulletin (monthly)

## INTERSTATE COMMERCE COMMISSION

Annual Report

## LIBRARY OF CONGRESS

Annual report of the Librarian of Congress

- NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS  
Annual Report with technical reports
- NATIONAL ARCHIVES  
Annual Report
- NATIONAL MUSEUM  
Annual Report
- NAVY DEPARTMENT  
Annual Report of the Secretary of the Navy  
*Nautical Almanac Office*  
American Ephemeris and Nautical Almanac
- POST OFFICE DEPARTMENT  
Annual Report of the Postmaster General
- SMITHSONIAN INSTITUTION  
Annual Report
- TREASURY DEPARTMENT  
Annual Report on the State of the Finances  
*Bureau of Internal Revenue*  
Annual Report of the Commissioner  
*Bureau of Mint*  
Annual Report of the Director  
*Comptroller of Currency*  
Annual Report
- WAR DEPARTMENT  
Annual Report

## LIST NO. 2

OFFICIAL PUBLICATIONS TO BE FURNISHED REGULARLY BY THE IRANIAN  
GOVERNMENT

1. Economic and Commercial Review, Ministry of Commerce.
2. Bulletin of the Banque Mellié Iran, Banque Mellié Iran, In Persian.
3. Bulletin of the Banque Mellié Iran, Banque Mellié Iran, In French.
4. Municipal Review, Municipality.
5. Police Review, Imperial Police.
6. Registration Review, Department of Registration of Documents.
7. Juridical Collection, Ministry of Justice.
8. Trade Review, Ministry of Commerce.
9. Agricultural Review, Ministry of Agriculture.
10. Customs Bulletin, Customs Administration.
11. Veterinary Review, Veterinary Division, Ministry of Agriculture.
12. Road Review, Ministry of Roads.
13. Review of Chamber of Commerce, Mr. Mass'oudi.
14. Parliamentary Proceedings (Records of the Majlis), Supply Service of the Majlis.
15. Musical Review, Musical Division (Ministry of Education).
16. Educational Review, Publications Division of the Ministry of Education.
17. Yearbook and Statistics of the Ministry of Education.
18. Customs Yearbook and Statistics, Customs Administration.
19. Yearbook of Posts and Telegraphs, Ministry of Posts and Telegraphs.
20. Army Review, Ministry of War.

## MILITARY MISSION WITH IRANIAN GENDARMERIE

*Agreement signed at Tehran November 27, 1943*

*Entered into force November 27, 1943; operative from October 2, 1942*

*Article 20 amended by agreement of September 11 and 13, 1948<sup>1</sup>*

*Extended by agreements of August 4 and September 6, 1944;<sup>2</sup> September 27 and 29, 1945;<sup>3</sup> July 25 and August 8, 1946;<sup>4</sup> September 11 and 13, 1948;<sup>5</sup> August 16 and 22, 1950;<sup>6</sup> April 18, 1954;<sup>7</sup> March 15 and 19, 1955;<sup>8</sup> February 13, 1956;<sup>9</sup> April 10, June 14, and November 12, 1961, and February 7 and March 19, 1962;<sup>10</sup> June 10 and 29, 1968;<sup>11</sup> June 29 and July 23, 1969;<sup>12</sup> and September 2 and October 8, 1970<sup>13</sup>*

57 Stat. 1262; Executive Agreement Series 361

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL GOVERNMENT OF IRAN

In conformity with the request of the Government of Iran to the Government of the United States of America, by authority of the law for the employment of American officers for the Gendarmerie voted on October 21, 1943, the President of the United States of America has authorized the assignment of a mission of officers, non-commissioned officers and experts of the United States Army, the number of officers of which shall not exceed eight, with a view to reforming the affairs of the Gendarmerie, according to the following articles.

<sup>1</sup> TIAS 1941, *post*, p. 1302.

<sup>2</sup> 31 UNTS 470.

<sup>3</sup> 31 UNTS 472.

<sup>4</sup> 31 UNTS 424.

<sup>5</sup> 31 UNTS 428.

<sup>6</sup> Not printed.

<sup>7</sup> 5 UST 542; TIAS 2946.

<sup>8</sup> 6 UST 694; TIAS 3207.

<sup>9</sup> 7 UST 390; TIAS 3519.

<sup>10</sup> 19 UST 7516; TIAS 6594.

<sup>11</sup> 19 UST 7511; TIAS 6594.

<sup>12</sup> 20 UST 2757; TIAS 6742.

<sup>13</sup> 21 UST 2205; TIAS 6790.

## TITLE I

*Purpose and Duration*

ARTICLE 1: The purpose of this Mission is to advise and assist the Ministry of Interior of Iran in the reorganization of the Imperial Iranian Gendarmerie.

ARTICLE 2: This Mission shall be effective as of October 2, 1942 and shall continue for a minimum of two years and any extension mutually agreed upon between the interested parties unless previously terminated as hereinafter provided; and provided further that the authority granted the President of the United States for the detail of such officers remains in effect for such period. Any member of the Mission may be recalled at any time upon the request of the Government of the United States of America provided a replacement with equal qualifications is furnished.

ARTICLE 3: This Agreement may be terminated before the expiration of the period prescribed in Article 2 in the following manner:

a. By either of the Governments, subject to three months' written notice to the other Government.

b. By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America.

ARTICLE 4: This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of Iran at any time during a period when either Government is involved in foreign hostilities. In case of cancellation, all provisions hereinafter set forth concerning termination shall apply.

## TITLE II

*Composition and Personnel*

ARTICLE 5: This Mission shall consist at all times of such personnel of the United States Army as may be agreed upon by the Government of Iran through its authorized representative in Washington and by the War Department of the United States of America.

## TITLE III

*Duties, Rank, and Precedence*

ARTICLE 6: The personnel of the Mission shall perform such duties as may be proposed by the Chief of the Mission and approved by the Minister of the Interior of Iran.

ARTICLE 7: The members of the Mission shall be responsible solely to the Minister of Interior of Iran through the Chief of the Mission.

ARTICLE 8: Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army or such simulated rank as may be bestowed upon him by the Iranian Government. The members of the Mission shall wear either the uniform of the United States Army or of the Imperial Iranian Gendarmerie to which they shall be entitled, at the discretion of the Chief of the Mission, but shall have precedence over all Iranian Gendarmerie officers of the same rank.

ARTICLE 9: Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Iranian Army and the Iranian Gendarmerie provide for officers of corresponding rank of the Imperial Iranian Gendarmerie.

ARTICLE 10: The personnel of the Mission shall be governed by the disciplinary regulations of the Iranian Gendarmerie except insofar as such regulations are contrary to the regulations of the United States Army.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 11: Members of the Mission shall receive from the Government of Iran such net annual compensation in United States currency as may be agreed upon between the Government of the United States of America and the Government of Iran for each member. This compensation shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation shall be net after deduction of any tax, now or hereafter in effect, of the Government of Iran or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of Interior of Iran in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 12: The compensation agreed upon as indicated in the preceding article shall commence upon October 2, 1942, or upon the date of departure of each Mission member if the latter date is subsequent to October 2, 1942, and except as otherwise expressly provided in this agreement shall be paid following the termination of duty with the Mission before his departure for the United States, for the period of any accumulated leave which may be due.

ARTICLE 13: The compensation due for the period of accumulated leave shall be paid to a detached member of the Mission before his departure from Iran.

ARTICLE 14: Each member of the Mission and his family shall be furnished by the Government of Iran, except in the case where each member is replaced under the provisions of Article 2 of this Agreement, with first class accommodations for travel, via the shortest usually traveled route, required

and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Iran, both for the outward and for the return trip. The Government of Iran shall also pay all expenses of shipment of household effects, baggage and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in Iran as well as all expenses incidental to the transportation of such household effects, baggage and automobile from his official residence in Iran to the port of entry in the United States of America. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of Iran, shall not be required under this Agreement, but shall be determined by negotiations between the War Department of the United States of America and the authorized representative of the Government of Iran in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 15: The Government of Iran shall grant, upon request of the Chief of the Mission, exemption from customs duties or other imposts on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 16: Compensation for transportation and traveling expenses in Iran on official business of the Government of Iran shall be provided by the Government of Iran in accordance with the provisions of Article 9.

ARTICLE 17: The Government of Iran shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation, with chauffeur on call, shall be made available by the Government of Iran for use of the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18: The Government of Iran shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19: By authority of the last paragraph of item (c) of the Law of October 21, 1943, if any member of the Mission, or any of his family, should die in Iran, the Government of Iran shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Iran shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects and automobile shall be

provided as prescribed in Article 14. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of Iran, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

## TITLE V

### *Requisites and Conditions*

ARTICLE 20: The Minister of Interior of Iran will appoint the Chief of the Mission Advisor to the Ministry of Interior in charge of Gendarmerie affairs as head of the Imperial Organization of the Iranian Gendarmerie for the duration of this contract and he shall have precedence over all officers of the Imperial Iranian Gendarmerie. He will have immediate charge of the entire administration and control of the Gendarmerie and he will have the right to recommend to the Ministry of Interior and in accordance with regulations the appointment, promotion, demotion, or dismissal of any employee of the Gendarmerie and to put this into effect with the approval of the Ministry of the Interior and no other authority shall have the right to interfere, and he will have the right with the approval of the Minister of the Interior to transfer and reassign any officer, gendarme, or employee of the Gendarmerie.<sup>14</sup>

ARTICLE 21: The Government of Iran agrees that, while this agreement is in effect, it will not engage officers of other foreign armies or personnel from any other country to serve in the Imperial Iranian Gendarmerie or branches in which the members of the United States Military Mission are serving.

ARTICLE 22: Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement.

ARTICLE 23: Throughout this agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 24: Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay

<sup>14</sup>For an amendment of art. 20, see agreement of Sept. 11 and 13, 1948 (TIAS 1941), *post*, p. 1302.

for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 25: The leave specified in the preceding Article may be spent in Iran, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking such leave. All travel time shall count as leave and shall not be in addition to the time authorized as leave.

ARTICLE 26: The Government of Iran agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the interests of the Government of Iran.

ARTICLE 27: Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28: The Government of Iran shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, with concurrence of the Minister of Interior of Iran, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Iran shall be paid by the Government of Iran. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 9.

ARTICLE 29: Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

ARTICLE 30: The Council of Ministers will have the right to cancel such provisions of this Agreement as refer to any member of the Mission, duly and competently proved to be guilty of interference in the political affairs of the country or of violation of the laws of the land.

IN WITNESS WHEREOF, the undersigned, Mohamed Saed, Minister of Foreign Affairs of Iran, and Louis G. Dreyfus, Jr., Envoy Extraordinary and Minister Plenipotentiary of the United States of America, have signed this Agreement in duplicate in the English and Persian languages, at Tehran, this 27th day of November, one thousand nine hundred and forty-three.

M. SAED [SEAL]  
 LOUIS G. DREYFUS JR. [SEAL]

## AIR TRANSPORT SERVICES

*Exchanges of notes at Tehran November 8 and December 17, 1945*

*Entered into force December 17, 1945*

*Replaced April 17, 1958, by agreement of January 16, 1957<sup>1</sup>*

Department of State files

*The Under Secretary of State for Foreign Affairs to the American  
Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

*November 8, 1945*

No. 5164

MR. AMBASSADOR:

As you know, the Imperial Government took favorable (active) part in the International Civil Aviation Conference in Chicago. However, according to the basic regulations of the Empire, the accords which were signed at the said Conference become definitive only when they have been ratified by the National Consultive Assembly (Majlis).

With regard to the proposed bilateral air transport agreement, the text of which was sent to the Imperial Ministry of Foreign Affairs as an enclosure to the United States Embassy's note No. 223 dated April 5, 1945, the following matters are brought to your attention.

1. With a view to strengthening the happy relations existing between our two Governments and establishing serial communications between our two countries, the Imperial Government has received the said proposed agreement with favor, and will be most pleased when it becomes possible to take the necessary decisions in this respect and to put these decisions into effect.

2. However, as a matter of general policy, the Imperial Government is refraining, prior to the departure of the last foreign soldier from Iran, from concluding an agreement of this kind with any foreign Government.

3. Under the circumstances existing at present, the Imperial Government, with a view to showing evidence of its goodwill towards the American Government and people, grants unexclusively and temporarily, and as an exception, to any American airline, which may be recommended and presented by the American Government, the permission for civil flight in Iran,

<sup>1</sup> 9 UST 407; TIAS 4021.

and also permission for the planes of the said airline to land at Mehrabad airport for the purpose of technical and commercial needs and for the transport of passengers.

4. The American airline must furnish the Imperial Government in advance with complete information as to the flights scheduled, including the dates and hours of arrival in, and departure from, Iranian territory; and full information as to the markings and specifications of the planes to be used on this route. The Imperial Government must also be informed in advance of any changes in the schedules furnished.

5. Flights within Iran for the purpose of carrying goods, passengers, mail, et cetera, are the monopoly of the air services of the Iranian Government, and are outside the scope of the permission mentioned in paragraph numbered 3 of this note.

6. It goes without saying that the present air service between Tehran and Baghdad will be maintained as in the past, the Imperial Iranian Government being determined to extend and develop its air service between Iran and Baghdad, and to establish airlines to other countries in the Middle and Near East.

7. This permission which the Iranian Government has granted temporarily and unexclusively, and as an exception, for the establishment of an airline between Iran and America should in no way impair or harm the development of any Iranian national or international airlines which may be established in the future.

8. The following points will be considered and observed:

a. The authorized airplanes must, in each of the two countries, upon the occasion of arrival and departure, and during flights and stops, carry out and observe the laws and regulations of that country.

b. In order to make use of the landing fields and facilities needed by authorized planes, the airline to which the planes belong must pay the just and reasonable charges prescribed by the appropriate authorities of the country in which the planes are operating. Also, customs duties must be paid on shipments in accordance with the regulations of the country concerned.

9. Whenever the Imperial Government, or an Iranian aviation service presented by the Iranian Government, should wish to establish an aviation service between Iran and the United States, the provisions of articles 3, 4, 5, 8 and 10 of this note must also be applied to Iran.

10. This permission may be cancelled by either party on three months notice.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

MOHAMMED ALI HOMAYOUNDJAH

His Excellency WALLACE MURRAY,  
*United States Ambassador,*  
*Tehran.*

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*The American Ambassador to the Under Secretary of State for Foreign Affairs*

No. 209

TEHRAN, *November 8, 1945*

EXCELLENCY:

I have received Your Excellency's note No. 5164 dated November 8, 1945, the text of which is hereunder quoted, and with which I agree:

[For text of Iranian note, see above.]

Accept, Excellency, the assurance of my highest consideration.

WALLACE MURRAY

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*The American Ambassador to the Under Secretary of State for Foreign Affairs*

No. 210

TEHRAN, *November 8, 1945*

EXCELLENCY:

I have the honor to inform Your Excellency that it is my understanding that your note No. 5164 of November 8, 1945, which Your Excellency signed and delivered to me today, and my note No. 209 of the same date, are to be regarded by both of us as inoperative until such time as I am in a position to inform Your Excellency that the notes, provisionally exchanged, are considered definitive.

Accept, Excellency, the renewed assurances of my highest consideration.

WALLACE MURRAY

His Excellency

MOHAMMED ALI HOMAYOUNDJAH,  
*Under Secretary of State for Foreign Affairs,*  
*Tehran.*

*The Under Secretary of State for Foreign Affairs to the American  
Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

*November 8, 1945*

No. 5165

MR. AMBASSADOR:

I have received your note No. 210 of November 8, 1945, and wish to inform you that I agree with the contents thereof.

I avail myself of this opportunity to renew the assurances of my highest consideration.

MOHAMMED ALI HOMAYOUNDJAH

To

His Excellency WALLACE MURRAY,  
*United States Ambassador,  
Tehran.*

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*The American Ambassador to the Minister of Foreign Affairs*

No. 259

TEHRAN, *December 17, 1945*

EXCELLENCY:

I have the honor to inform Your Excellency that I have been authorized by my Government to notify the Imperial Government of Iran of its acceptance of the Interim Air Transport Agreement between our respective Governments, the terms of which were set forth in note No. 5164 which His Excellency Mohammed Ali Homayoundjah, the Under Secretary of State for Foreign Affairs, addressed to me on November 8, 1945, and in my note No. 209 of the same date in response thereto.

It is my understanding that the Agreement in question may be considered as effective as of the date of notification of my Government's acceptance, that is to say, as of the date of this note.

Accept, Excellency, the renewed assurance of my highest consideration.

WALLACE MURRAY

His Excellency

ABOL QASEM NAJM,

*Imperial Minister of Foreign Affairs.*

# MILITARY MISSION

*Agreement signed at Tehran October 6, 1947*

*Entered into force October 6, 1947*

*Amended by agreements of December 29, 1948, and January 5, 1949;<sup>1</sup>  
November 28, 1949, and January 10, 1950;<sup>2</sup> April 10, June 14,  
and November 12, 1961, and February 7 and March 19, 1962<sup>3</sup>*

*Extended by agreements of December 29, 1948, and January 5, 1949;<sup>1</sup>  
November 28, 1949, and January 10, 1950;<sup>2</sup> September 17 and  
November 18, 1950;<sup>4</sup> April 18, 1954;<sup>5</sup> September 22 and No-  
vember 22, 1954;<sup>6</sup> February 13, 1956;<sup>7</sup> and April 10, June 14,  
and November 12, 1961, and February 7 and March 19, 1962;<sup>3</sup>  
December 3 and 28, 1967;<sup>8</sup> November 25 and December 14,  
1968;<sup>9</sup> and November 7, 1970, and January 18, 1971<sup>10</sup>*

61 Stat. 3306; Treaties and Other  
International Acts Series 1666

## AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF IRAN

In conformity with the request of the Government of Iran to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men<sup>11</sup> of the United States Army to constitute a military mission to Iran under the conditions specified below:

### TITLE I

#### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of War of Iran and with the personnel of the Iranian Army with a view to enhancing the efficiency of the Iranian Army.

ARTICLE 2. This agreement shall be effective from the date of signing of the agreement by the accredited representatives of the Government of

<sup>1</sup> TIAS 1924, *post*, p. 1304.

<sup>2</sup> 1 UST 415; TIAS 2068.

<sup>3</sup> 19 UST 7516; TIAS 6594.

<sup>4</sup> Not printed.

<sup>5</sup> 5 UST 546; TIAS 2947.

<sup>6</sup> 5 UST 2515; TIAS 3112.

<sup>7</sup> 7 UST 393; TIAS 3520.

<sup>8</sup> 19 UST 7540; TIAS 6594.

<sup>9</sup> 19 UST 7514; TIAS 6594.

<sup>10</sup> 22 UST 376; TIAS 7070.

<sup>11</sup> For an amendment of the phrase "enlisted men," see agreement of Dec. 29, 1948, and Jan. 5, 1949 (TIAS 1924), *post*, p. 1304.

the United States of America and the Government of Iran and shall continue in force until March 20, 1949, unless sooner terminated or extended as hereinafter provided.

ARTICLE 3. If the Government of Iran should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect prior to September 21, 1948. The Government of the United States of America agrees to act upon such proposal prior to December 21, 1948.

ARTICLE 4. This agreement may be terminated prior to March 20, 1949, in the following manner:

A) By either government subject to three months notice in writing to the other government;

B) By either government at any time, upon written notice, if that government considers it necessary due to domestic disturbances or foreign hostilities;

C) By the Government of the United States of America at any time upon written notice that the present statutory authority under which this arrangement is concluded has terminated and that Congress has provided no other authority for the continuation of the Mission;

D) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (A) of the article;

E) The termination of this agreement, however, shall not effect or modify the several obligations of the Government of Iran to the members of the Mission or to their families as set out in Title IV hereof.

## TITLE II

### *Composition and Personnel*

ARTICLE 5. Initially the Mission shall consist of such numbers of personnel of the United States Army as may be agreed upon by the Minister of War of Iran through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of War of Iran or his authorized representative and by the War Department of the United States of America or its authorized representative.

## TITLE III

### *Duties, Rank, and Precedence*

ARTICLE 6. Members of the Mission shall be assigned to the Department of the Ministry of War designated the Advisory Department. The Advisory Department shall be organized under a table of organization pre-

pared with the agreement of the Chief of Mission and approved by the Minister of War of Iran. Members of the Mission shall be assigned to position vacancies shown on this table, and their assignment shall be published in Iranian Army General Orders.

ARTICLE 7. The senior officer of the Mission shall be appointed Chief of the Mission. Other members of the Mission shall be assigned duties by the Chief of Mission as indicated by the table of organization and approved by the Minister of War of Iran, or such other duties as may be agreed upon between the Minister of War of Iran and the Chief of the Mission.

ARTICLE 8. The duties of the Mission shall be to advise and assist the Ministry of War of Iran and its several departments as well as subordinate sections of the General Staff with respect to plans, problems concerning organization, administrative principles and training methods. These duties involve the principles of work of the General Staff and all departments of the Ministry of War in Tehran and their field agencies except tactical and strategical plans or operations against a foreign enemy, which are not related to the duties of the Mission.

ARTICLE 9. Members of the Mission will assume neither command nor staff responsibility in the Iranian Army. They may, however, make such official inspections and investigations as may be necessary and are approved by the Minister of War of Iran and directed by the Chief of the Mission.

ARTICLE 10. Each member of the Mission shall serve in the Mission with the rank he holds in the United States Army but shall have precedence over all Iranian Army officers of the same rank. Each member of the Mission shall be entitled to all benefits and privileges which the regulations of the Iranian Army provide for officers of corresponding rank of the Iranian Army. Members of the Mission shall wear the United States Army uniform with a shoulder sleeve insignia indicating service with the Iranian Army.

ARTICLE 11. Members of the Mission in case of violation of the laws and regulations of the Iranian Government, may be separated from the service of the Iranian Army and in such case will have only the right to draw travel expenses back to America.

ARTICLE 12. In the normal execution of their duties as defined in Article 8 and 9, the Chief of the Mission, and other members when so directed by him, are authorized to visit and inspect any part of the Iranian military establishment, and officers in authority shall facilitate such inspections and make available plans, records, reports, and correspondence as required. Members of the Mission will not concern themselves with secret matters except when it is essential to their duties and then only with the approval of the Ministry of War. Each member of the Mission has the obligation not to divulge or in any way to disclose to any foreign government or any person whatsoever any secret or confidential matter of which he may have become cognizant in his capacity as a member of the Mission. This obligation shall continue in force

after the termination of the services of the member of the mission and after the expiration or cancellation of this agreement.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 13. Members of the Mission shall receive from the Government of Iran such fixed annual compensation and emoluments, payable in American currency or dollar draft or check, allowances as may be agreed upon between the Government of the United States of America and the Government of Iran for each member. Such compensation and emoluments shall be paid in twelve (12) equal monthly installments, each due and payable on the last day of the month. The compensation and emoluments shall not be subject to any tax, now or hereafter in effect, of the Government of Iran or of any of its political or administrative subdivisions. Should there, however, at present or while this agreement is in effect, be any taxes that might affect such compensation and emoluments, such taxes shall be borne by the Ministry of War of Iran, in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

ARTICLE 14. The compensation and emoluments indicated in the preceding article shall commence for each member of the Mission upon arrival in Iran and, except as otherwise expressly provided in this agreement, shall continue, following the termination of duty with the Mission, or following the termination of the Mission under Article 4 of this agreement, likewise for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due the member.

ARTICLE 15. The additional compensation and emoluments due for the period of the return trip and accumulated leave shall be paid to each member of the Mission before his departure from Iran and such compensation and emoluments shall be computed for travel by the shortest route usually travelled to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 16. During the period of the present national emergency in the United States of America, expense of transportation of each member of the Mission and his household effects, baggage and automobile from and to the United States of America shall be paid by the Government of the United States of America. If the period of this agreement extends beyond the date on which the national emergency in the United States of America is terminated, notification of the termination of the national emergency having been communicated to the Government of Iran in writing by the Government of the United States of America, expenses (except in case a member is replaced with less than two years service in the Mission for the convenience of the Government of the United States of America) for transportation of each member of the Mission and his household effects, baggage and automobile shall be

paid by the Government of Iran. First-class accommodations for travel will be furnished the members of the Mission via the shortest usually traveled route between the port of embarkation in the United States of America and their official residence in Iran, both for the outward and return journey.

ARTICLE 17. At any time during the period of this agreement, as may be elected by each member, the family of each member of the Mission shall be furnished by the Government of Iran with first-class accommodations for travel, via the shortest usually traveled route between the port of embarkation in the United States of America and the official residence of the member in Iran, both for the outward and for the return journey. Throughout this agreement the term "Family" is limited to mean wife and dependent children.

ARTICLE 18. Compensation for transportation and travel expenses on official business of the Government of Iran shall be provided by the Government of Iran in accordance with the travel regulations of the Iranian Army.

ARTICLE 19. In addition to the United States Government transportation available to the Mission, the Government of Iran shall place other means of transportation (vehicle and aircraft) at the disposal of the Mission, when deemed necessary for the performance of official duties and will provide one third of the gasoline and oils required for the United States Government vehicles at the disposal of the Mission, as determined by the Chief of the Mission. The number and type of United States Government vehicles shall be determined by the War Department of the United States of America and authority is granted for the entry and exit from Iran, in accordance with the existing law, of one United States Army aircraft with crew as considered necessary by the Chief of the Mission, in the performance of official duties, provided that the Chief of the Mission previously informs the Iranian authorities concerned of the matter according to existing rules and regulations of Iran. All the United States Government vehicles placed at the disposal of the Mission for operation within Iran will be subject to the laws of Iran.

ARTICLE 20. The Government of Iran shall provide for members of the Mission suitable office space and facilities such as office equipment, stenographic and clerical help, civilian interpreters and orderlies, as indicated on the table of organization of the Advisory Department, and shall give necessary assistance for the smooth operation and improvement of the work of the Mission.

ARTICLE 21. If any member of the Mission, or any of his family, should die in Iran, the Government of Iran shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of Iran shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the

Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 17. All allowances due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Government of Iran, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this article, shall be paid within fifteen (15) days of the decease of said member.

ARTICLE 22. If a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of Iran, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Iran shall be paid by the Government of Iran. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence. Families will enjoy the same privileges agreed upon in this article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

## TITLE V

### *Stipulations and Conditions*

ARTICLE 23. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of the year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission. This leave may be spent in Iran, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this agreement shall be borne by the member of the Mission taking such leave. All travel time on leave shall count as leave. The Government of Iran agrees to grant the leave herein specified according to the written application approved by the Chief of Mission with due consideration for the convenience of the Government of Iran.

ARTICLE 24. So long as this agreement, or any extension thereof, is in effect, the Government of Iran shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the

Iranian Army, except by mutual agreement between the Government of the United States of America and the Government of Iran.

ARTICLE 25. The Government of Iran shall grant exemption from custom duties or other imports on articles imported into Iran by members of the Mission for their personal use or the use of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or the Chargé d'Affaires, ad interim, and from all export duties on articles purchased in Iran for their personal use or the use of their families. The Government of Iran shall grant free and unrestricted passage of mail to and from members of the Mission from and to the United States when transportation of such mail is furnished by the Government of the United States of America. The Chief of the Mission is responsible that no contraband is sent or received by members of the Mission or their families.

IN WITNESS WHEREOF, the undersigned Mahmoud Djam, Minister of War of Iran, and George V. Allen, Ambassador Extraordinary and Plenipotentiary of the United States of America, have signed this agreement in duplicate in the English and Persian languages, at Tehran, this sixth day of October one thousand nine hundred and forty seven.

GEO. V. ALLEN

*Ambassador of the United States of America*

M. DJAM

## MILITARY MISSION WITH IRANIAN GENDARMERIE

*Exchange of notes at Tehran September 11 and 13, 1948, amending  
agreement of November 27, 1943*

*Entered into force September 13, 1948; operative from June 20, 1948*

62 Stat. 3843; Treaties and Other  
International Acts Series 1941

*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
4TH POLITICAL DIVISION

*Sept. 11, 1948*

Number 3526

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and concerning the revision of article 20 of the employment contract of the American Military Mission<sup>1</sup> with the Imperial Iranian Gendarmerie has the honor to state that the Imperial Government authorities concerned agree to the amendment of the said article as stated hereunder:

“The Minister of Interior will appoint the Chief of the Mission as Advisor to the Ministry of Interior for affairs relative to the Imperial Gendarmerie for the period of this contract, and his services shall be purely of an advisory nature. To enable him to make competent and comprehensive recommendations the Commanding General of the Gendarmerie shall make all information concerning the organization and training affairs of the Gendarmerie available to the Mission. The said Mission may make such inspections and investigations as may be necessary for it to propose recommendations relating to organization and training affairs. The Mission shall submit such recommendations through the Commanding General of the Gendarmerie to the Ministry of Interior”.

<sup>1</sup> Agreement signed at Tehran Nov. 27, 1943 (EAS 361, *ante*, p. 1285).

The Imperial Ministry of Foreign Affairs requests the Embassy's courtesy in advising this Ministry of the agreement of the United States authorities concerned with regard to the above-mentioned article.

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Tehran.*

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*The American Embassy to the Ministry for Foreign Affairs*

No. 347

TEHRAN, IRAN, *September 13, 1948*

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and with reference to the Ministry's note No. 3526, dated September 11, 1948 relative to the revision of Article 20 of the agreement covering the United States Military Mission with the Imperial Iranian Gendarmerie has the honor to inform the Ministry that the Government of the United States is agreeable to the amendment of this article in the terms given in the Ministry's note under acknowledgment, namely:

[For terms of amendment, see Iranian note, above.]

As previously agreed, this revised Article 20 will be effective as of June 20, 1948.

The Embassy avails itself of the opportunity to renew to the Imperial Ministry the assurances of its highest consideration.

J. C. W.

THE IMPERIAL MINISTRY OF FOREIGN AFFAIRS,  
*Tehran.*

## MILITARY MISSION

*Exchange of notes at Tehran December 29, 1948, and January 5, 1949,  
amending and extending agreement of October 6, 1947  
Entered into force January 5, 1949*

63 Stat. 2430; Treaties and Other  
International Acts Series 1924

*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

*December 29, 1948*

Number : 5417

### NOTE

The Imperial Ministry of Foreign Affairs presents its compliments to the United States of America and pursuant to Note #3471 of Shahrivar 29, 1327 (Sept. 20, 1948) concerning the extension of the agreement <sup>1</sup> for the employment of the American Advisory Mission in the Ministry of War, has the honor to state that, as has been verbally pointed out, the appropriate authorities of the Imperial Government are in accord with the extension of the present agreement for the period of another year as from Esfand 29, 1327 (March 20, 1949).

Meanwhile, the phrase "American officers and enlisted men" mentioned in the present agreement is to be changed to the phrase "American officers and non-commissioned officers". It is requested that the Ministry of Foreign Affairs be kindly notified of the agreement of the appropriate United States authorities regarding the aforementioned matter.

MINISTRY OF FOREIGN AFFAIRS

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Tehran.*

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<sup>1</sup> Agreement signed at Tehran Oct. 6, 1947 (TIAS 1666, *ante*, p. 1295).

*The American Embassy to the Ministry for Foreign Affairs*AMERICAN EMBASSY,  
TEHRAN, IRAN, *January 5, 1949*

No. 575

The Embassy of the United States of America presents its compliments to the Imperial Ministry of Foreign Affairs and has the honor to acknowledge the receipt of the Ministry's note No. 5417 dated December 29, 1948 relative to the extension of the agreement covering the United States Military Mission with the Iranian Army.

With respect to the Imperial Ministry's note under acknowledgement, the Embassy has been authorized to communicate to the Iranian Government the willingness of the Government of the United States to extend the agreement in question for an additional year beginning March 21, 1949.

The United States Government is also agreeable to the substitution of the phrase "non-commissioned officers" in the preamble of the agreement instead of "enlisted men", as requested by the Iranian Government.

The Embassy avails itself of the opportunity to renew to the Imperial Ministry the assurances of its highest consideration.

THE IMPERIAL MINISTRY OF FOREIGN AFFAIRS,  
*Tehran.*

# FINANCING OF EDUCATIONAL EXCHANGE PROGRAM

*Agreement signed at Tehran September 1, 1949*

*Entered into force September 1, 1949*

*Superseded by agreement of October 24, 1963*<sup>1</sup>

63 Stat. 2685; Treaties and Other  
International Acts Series 1973

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL GOVERNMENT OF IRAN FOR THE USE OF FUNDS RECEIVED BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA FROM THE SALE OF SURPLUS PROPERTY IN IRAN

The Government of the United States of America and the Imperial Government of Iran;

Desiring to promote further mutual understanding between the peoples of the United States of America and Iran by a wider exchange of knowledge and professional talents through educational contacts; and

Considering that Section 32(b) of the United States Surplus Property Act of 1944, as amended by Public Law No. 584, 79th Congress,<sup>2</sup> provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government acquired as a result of surplus property disposals for certain educational activities; and

Considering that certain currencies of the Imperial Government of Iran have been received by the Government of the United States of America in payment for certain surplus war properties;

Have agreed as follows:

## ARTICLE 1

There shall be established a commission to be known as The United States Commission for Cultural Exchange Between Iran and United States, which shall be recognized by the Government of the United States of America and the Imperial Government of Iran as an organization created and established to facilitate the administration of the educational program to be financed by funds made available by the Government of the United States of America as provided by Section 32(b) of the United States Surplus Property Act of 1944, as amended, under the terms of the present agreement.

<sup>1</sup> 14 UST 1510; TIAS 5451.

<sup>2</sup> 60 Stat. 754.

Except as hereinafter provided, the Commission shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of the funds for the purposes set forth in the present agreement. The funds and credits shall enjoy the same treatment in Iran as is practiced with regard to properties belonging to foreign governments.

The funds made available by the Government of the United States of America, under the present agreement within the conditions and limitations hereinafter set forth, shall be used by the Commission or such other instrumentality as may be agreed upon by the Government of the United States of America and the Imperial Government of Iran for the following purposes:

1. Financing studies, research, instruction and other educational activities of the citizens of the United States of America in schools and institutions of higher learning located in Iran or of the nationals of Iran in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico and the Virgin Islands, including payment for transportation, tuition, maintenance and other expenses, incident to scholastic activities; or

2. Furnishing transportation for nationals of Iran who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico and the Virgin Islands, and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

## ARTICLE 2

In furtherance of the aforementioned purposes the Commission may, subject to the provisions of the present agreement, exercise all powers necessary to the carrying out of the purposes of this agreement, including the following:

1. Authorize the Treasurer of the Commission or such other person as the Commission may designate to open and operate bank accounts in the Bank Melli Iran in the name of the Commission. The appointment of the Treasurer or such designee shall be approved by the Secretary of State of the United States of America.

2. Authorize the disbursement of funds and the ranking of grants of funds for the approved purposes of this agreement.

3. Plan, adopt and carry out programs in accordance with the purpose of Section 32(b) of the United States Surplus Property Act of 1944, as amended.

4. Recommend to the Board of Foreign Scholarships, provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars resident in Iran, and institutions of Iran qualified to participate in the programs in accordance with aforesaid act.

5. Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of this agreement.

6. Provide for periodic audits of the accounts of the Commission as directed by the auditors selected by the Secretary of State of the United States of America.

7. Engage an Executive Officer, administrative and clerical staff, fix and pay the salaries and wages thereof.

### ARTICLE 3

All commitments, obligations and expenditures authorized by the Commission shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

### ARTICLE 4

The Commission shall consist of six members three of whom shall be citizens of Iran and the other three citizens of the United States of America, and they shall serve one year, and shall be eligible for reappointment. The Ambassador of the United States of America in Iran or his representative shall be honorary chairman of the board. He shall have the power of appointment and removal of the American members, and may cast the deciding vote in case of a tie. The Iranian members on the Commission shall be appointed and designated by the Iranian Ministry of Education. A chairman with voting power shall be selected by the Commission from among its members. The members shall serve without compensation but the Commission may authorize the payment of the necessary expenses of the members in attending the meetings of the Commission. Vacancies created by reason of transfer, resignation, or otherwise, shall be filled in the same manner as the original appointment.

### ARTICLE 5

The Commission shall adopt such rules and appoint such committees as it shall be deemed necessary for the conduct of its affairs.

### ARTICLE 6

Reports, prepared in a form and with a content which conform to the regulations prescribed by the Secretary of State of the United States of America, shall be submitted annually on the activities of the Commission, to the Iranian Ministry of Foreign Affairs and the Secretary of State of the United States of America.

### ARTICLE 7

The principal office of the Commission shall be in Tehran but meetings of the Commission and any of its committees may be held in such other places as the Commission may from time to time determine and the activities

of any of the Commission's officers or staff may be carried on at such places as may be approved by the Commission.

#### ARTICLE 8

The Government of the United States of America shall, within 30 days of the date of the signature of the present agreement, place at the disposal of the Commission for purposes of the present agreement ten million (10,000,000) rials in the Bank Melli. The Secretary of State of the United States of America will make available for expenditure, as authorized by the Commission, the Iranian rials so deposited or to be deposited hereafter, in accordance with the limitation pursuant to Article 3 of the present agreement.

#### ARTICLE 9

Whenever in the present agreement the term Secretary of State of the United States of America is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

#### ARTICLE 10

The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Imperial Government of Iran.

#### ARTICLE 11

The Government of the United States of America and the Imperial Government of Iran shall make every effort to facilitate the carrying out of the present agreement and to resolve the problems which may arise in the operations thereof.

#### ARTICLE 12

The present agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed the present agreement and affixed thereto their seals.

DONE this first day of September nineteen hundred and forty-nine, in duplicate at Tehran, in the English and Persian languages, both texts being equally authentic.

For the United States Government

JOHN C. WILEY [SEAL]

*Ambassador of the  
United States of America*

For the Imperial Government of Iran

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