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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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*U.S. Treaties, etc.*

Volume 12

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<sup>1</sup> In order to provide a complete chronological list of agreements entered into by the United States during the years covered in this volume, the table of contents includes citations to several agreements which are not printed in this compilation because they entered into force for the United States after 1949 and are therefore contained in the series entitled *United States Treaties and Other International Agreements* (UST). For a more detailed explanation of the scope of these volumes, see the preface to volume 1 and the foreword in volume 5.

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# United Kingdom

## PEACE

*Preliminary articles of peace signed at Paris November 30, 1782*<sup>1</sup>  
*Ratified and proclaimed by the Congress of the United States (Continental Congress) April 15, 1783*  
*Ratified by Great Britain August 6, 1783*  
*Ratifications exchanged at Paris August 13, 1783*  
*Replaced by treaty of September 3, 1783*<sup>2</sup>

8 Stat. 54; Treaty Series 102<sup>3</sup>

Articles agreed upon, by and between Richard Oswald Esquire, the Commissioner of his Britannic Majesty, for treating of Peace with the Commissioners of the United States of America, in behalf of his said Majesty, on the one part; and John Adams, Benjamin Franklin, John Jay, and Henry Laurens, four of the Commissioners of the said States, for treating of Peace

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<sup>1</sup> On the last page of the agreement there is a separate article, which was not ratified, which reads as follows:

### SEPARATE ARTICLE

"It is hereby understood and agreed that in case Great Britain, at the conclusion of the present war, shall recover, or be put in possession of West Florida, the line of north boundary between the said province and the United States shall be a line drawn from the mouth of the river Yassous, where it unites with the Mississippi, due east, to the river Apalachicola.

Done at Paris the thirtieth day of November, in the year one thousand seven hundred and eighty-two.

RICHARD OSWALD	[SEAL]
JOHN JAY	[SEAL]
B. FRANKLIN	[SEAL]
JOHN ADAMS	[SEAL]
HENRY LAURENS	[SEAL]

Attest: CALEB WHITEFOORD,  
*Sec'y to the British Commission.*  
W. T. FRANKLIN,  
*Sec'y to the American Commission."*

<sup>2</sup> TS 104, *post*, p. 8.

<sup>3</sup> For a detailed study of these preliminary articles, see 2 Miller 96.

with the Commissioner of his said Majesty, on their Behalf, on the other part. To be inserted in, and to constitute the Treaty of Peace proposed to be concluded, between the Crown of Great Britain, and the said United States; but which Treaty is not to be concluded, untill Terms of a Peace shall be agreed upon, between Great Britain and France; and his Britannic Majesty shall be ready to conclude such Treaty accordingly.

Whereas reciprocal Advantages, and mutual Convenience are found by Experience, to form the only permanent foundation of Peace and Friendship between States; It is agreed to form the Articles of the proposed Treaty, on such Principles of liberal Equity, and Reciprocity, as that partial Advantages, (those Seeds of Discord!) being excluded, such a beneficial and satisfactory Intercourse between the two Countries, may be establish'd, as to promise and secure to both perpetual Peace and Harmony.

#### ARTICLE 1<sup>st</sup>

His Britannic Majesty acknowledges the said United States, Viz<sup>t</sup> New Hampshire, Massachusetts Bay, Rhode Island and Providence Plantations, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina and Georgia, to be free Sovereign and independent States; That he treats with them as such; And for himself, his Heirs and Successors, relinquishes all Claims to the Government, Propriety, and territorial Rights of the same, and every part thereof; and that all Disputes which might arise in future, on the Subject of the Boundaries of the said United States, may be prevented, It is hereby agreed and declared that the following are, and shall be their Boundaries Viz<sup>t</sup>

#### ARTICLE 2<sup>d</sup>

From the north west Angle of Nova Scotia, Viz<sup>t</sup> that Angle which is form'd by a Line drawn due north, from the Source of S<sup>t</sup> Croix River to the Highlands, along the said Highlands which divide those Rivers that empty themselves into the River S<sup>t</sup> Laurence, from those which fall into the Atlantic Ocean, to the northwesternmost Head of Connecticut River; thence down along the middle of that River to the 45<sup>th</sup> Degree of North Latitude; from thence by a Line due West on said Latitude, untill it strikes the River Iroquois, or Cataraquy; thence along the middle of said River into Lake Ontario; through the middle of said Lake, untill it strikes the Communication by Water between that Lake and Lake Erie; thence along the middle of said Communication into Lake Erie, through the middle of said Lake, untill it arrives at the Water Communication between that Lake and Lake Huron; thence along the middle of said water communication into the Lake Huron; thence through the middle of said Lake to the Water Communication between that Lake and Lake Superior; thence through Lake Superior northward of the Isles Royal & Phelipeaux, to the Long Lake; thence through the

middle of said Long Lake, and the water Communication between it and the Lake of the Woods, to the said Lake of the Woods, thence through the said Lake to the most Northwestern point thereof, and from thence on a due west Course to the River Mississippi; thence by a Line to be drawn along the middle of the said River Mississippi, untill it shall intersect the northernmost part of the 31<sup>st</sup> Degree of North Latitude. South, by a Line to be drawn due East, from the Determination of the Line last mentioned, in the Latitude of 31 Degrees North of the Equator, to the middle of the River Apalachicola or Catahouche; thence along the middle thereof, to its junction with the Flint River; thence strait to the Head of S<sup>t</sup> Mary's River, and thence down along the middle of S<sup>t</sup> Mary's River to the Atlantic Ocean. East, by a Line to be drawn along the middle of the River S<sup>t</sup> Croix, from its Mouth in the Bay of Fundy to its Source; and from its Source directly North, to the aforesaid Highlands which divide the Rivers that fall into the Atlantic Ocean, from those which fall into the River S<sup>t</sup> Laurence; comprehending all Islands within twenty Leagues of any part of the Shores of the united States, and lying between Lines to be drawn due East from the points where the aforesaid Boundaries between Nova Scotia on the one part and East Florida on the other shall respectively touch the Bay of Fundy, and the Atlantic Ocean; excepting such Islands as now are, or heretofore have been within the Limits of the said Province of Nova Scotia.

#### ARTICLE 3<sup>d</sup>

It is agreed, that the People of the United States shall continue to enjoy unmolested the Right to take Fish of every kind on the Grand Bank, and on all the other Banks of Newfoundland; Also in the Gulph of S<sup>t</sup> Laurence, and at all other Places in the Sea where the Inhabitants of both Countries used at any time heretofore to fish. And also that the Inhabitants of the united States shall have Liberty to take Fish of every kind on such part of the Coast of Newfoundland, as British Fishermen shall use, (but not to dry or cure the same on that Island,) and also on the Coasts, Bays, and Creeks of all other of his Britannic Majesty's Dominions in America, and that the American Fishermen shall have Liberty to dry and cure Fish in any of the unsettled Bays, Harbours and Creeks of Nova Scotia, Magdalen Islands, and Labrador, so long as the same shall remain unsettled; but so soon as the same or either of them shall be settled, it shall not be lawful for the said Fishermen to dry or cure Fish at such Settlement, without a previous Agreement for that purpose with the Inhabitants Proprietors or Possessors of the Ground.

#### ARTICLE 4<sup>th</sup>

It is agreed that Creditors on either side, shall meet with no lawful Impediment to the Recovery of the full value in Sterling Money of all bonâ fide Debts heretofore contracted.

ARTICLE 5<sup>th</sup>

It is agreed that the Congress shall earnestly recommend it to the Legislatures of the respective States, to provide for the Restitution of all Estates, Rights, and Properties which have been confiscated, belonging to real British Subjects; and also of the Estates, Rights and Properties of Persons resident in Districts in the Possession of his Majesty's Arms; and who have not borne Arms against the said United States: And that Persons of any other Description shall have free Liberty to go to any part or parts of any of the thirteen United States, and therein to remain twelve months unmolested in their Endeavours to obtain the Restitution of such of their Estates, Rights and Properties as may have been confiscated; And that Congress shall also earnestly recommend to the several States a Reconsideration and Revision of all Acts or Laws regarding the premises, so as to render the said Laws or Acts perfectly consistent not only with Justice and Equity, but with that spirit of Conciliation which on the Return of the Blessings of Peace should universally prevail. And that Congress shall also earnestly recommend to the several States, that the Estates, Rights and Properties of such last mention'd Persons shall be restored to them; they refunding to any Persons who may be now in Possession the bonâ fide Price, (where any has been given,) which such Persons may have paid on purchasing any of the said Lands, Rights, or Properties since the Confiscation.

And it is agreed that all Persons who have any Interest in confiscated Lands, either by Debts, Marriage Settlements or otherwise, shall meet with no lawful Impediment in the prosecution of their just Rights.

ARTICLE 6<sup>th</sup>

That there shall be no future Confiscations made, nor any prosecutions commenced against any Person or Persons, for or by reason of the Part which he or they may have taken in the present War, and that no person shall on that account suffer any future Loss or Damage either in his Person, Liberty or Property; and that those who may be in confinement on such charges, at the time of the Ratification of the Treaty in America, shall be immediately set at Liberty, and the Prosecutions so commenced be discontinued.

ARTICLE 7<sup>th</sup>

There shall be a firm and perpetual Peace, between his Britannic Majesty and the said States, and between the Subjects of the one and the Citizens of the other, Wherefore all Hostilities both by Sea and Land shall then immediately cease: All Prisoners on both sides shall be set at Liberty, & his Britannic Majesty shall, with all convenient speed, & without causing any Destruction or carrying away any Negroes, or other Property of the American Inhabitants withdraw all his Armies, Garrisons and Fleets from the said United States, and from every Port, Place, and Harbour within the same;

leaving in all Fortifications the American Artillery that may be therein: And shall also order and cause all Archives, Records, Deeds and Papers belonging to any of the said States, or their Citizens, which in the Course of the War may have fallen into the hands of his Officers to be forthwith restored and delivered to the proper States & Persons to whom they belong.

ARTICLE 8<sup>th</sup>

The Navigation of the River Mississippi from its Source to the Ocean, shall for ever remain free and open to the Subjects of Great Britain and the Citizens of the United States.

ARTICLE 9<sup>th</sup>

In case it should so happen that any Place or Territory belonging to Great Britain, or to the United States, should be conquered by the Arms of either, from the other, before the Arrival of these Articles in America, It is agreed that the same shall be restored, without Difficulty, and without requiring any Compensation.

Done at Paris, the thirtieth day of November, in the year One thousand Seven hundred Eighty Two

RICHARD OSWALD	[SEAL]
JOHN ADAMS	[SEAL]
B. FRANKLIN	[SEAL]
JOHN JAY	[SEAL]
HENRY LAURENS	[SEAL]

## CESSATION OF HOSTILITIES

*Declarations signed at Versailles January 20, 1783*  
*Entered into force January 20, 1783*

8 Stat. 58; Treaty Series 103 <sup>1</sup>

We the underwritten Ministers Plenipotentiary of the United States of North America, having received from Mr Fitz-Herbert, Minister Plenipotentiary of his Britannic Majesty, a Declaration relative to a Suspension of Arms to be establish'd between his said Majesty and the said States, of which the following is a Copy. Viz:

"Whereas the Preliminary Articles agreed to and signed this Day between his Majesty the King of Great Britain, and his most Christian Majesty on the one Part, and also between his said Britannic Majesty and his Catholic Majesty on the other Part,<sup>2</sup> stipulate a Cessation of Hostilities between those three Powers, which is to Commence upon the Exchange of the Ratifications of the said Preliminary Articles; And whereas by the Provisional Treaty<sup>3</sup> signed the thirtieth of November last, between his Britannic Majesty and the United States of North America, it was stipulated that the said Treaty should have its Effect as soon as Peace between the said Crowns should be established; The underwritten Minister Plenipotentiary of his Britannic Majesty declares in the Name, and by the express Order of the King his Master, that the said United States of North America, their Subjects and their Possessions, shall be comprised in the suspension of Arms above-mentioned, And that they shall consequently enjoy the Benifit of the Cessation of Hostilities, at the same Periods and in the same Manner as the three Crowns aforesaid and their Subjects and Possessions respectively: On Condition however, that on the Part and in the Name of the Said United States of North America, there shall be deliver'd a similar Declaration expressing the Assent to the present Suspension of Arms, and containing an Assurance of the most perfect Reciprocity on their Part.

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<sup>1</sup> For a detailed study of these declarations, see 2 Miller 108.

<sup>2</sup> *Memoirs of Benjamin Franklin*, vol. I, p. 516 (New York, Derby and Jackson, 1859).

<sup>3</sup> TS 102, *ante*, p. 1.

“In faith whereof, we, the Minister Plenipotentiary of his Britannic Majesty, have signed this present Declaration, and have thereto caused the Seal of our Arms to be affixed, at Versailles this twentieth Day of January One Thousand seven hundred & Eighty three.”

“ALLEYNE FITZ-HERBERT  
(LS.)”

We have in the Name of the said United States of North America & in Virtue of the Powers we are vested with, received the above Declaration and do accept the same by these Presents, and we do reciprocally declare, that the said States shall cause to cease all Hostilities against his Britannic Majesty, his Subjects and Possessions at the Terms or Periods agreed to between his said Majesty the King of Great Britain, his Majesty the King of France, and his Majesty the King of Spain, in the same manner as is stipulated between these three Crowns, and to have the same Effect.

In faith whereof, We Ministers Plenipotentiary from the United States of America, have signed the present Declaration and have hereunto affixed the Seals of our Arms. At Versailles the twentieth of January one thousand seven hundred and eighty three.

JOHN ADAMS            [SEAL]  
B. FRANKLIN           [SEAL]

## TREATY OF PEACE

*Signed at Paris September 3, 1783*

*Ratified and proclaimed by the Congress of the United States (Continental Congress) January 14, 1784*

*Ratified by Great Britain April 9, 1784*

*Ratifications exchanged at Paris May 12, 1784*

*Entered into force May 12, 1784*

*Article 4 supplemented by convention of January 8, 1802<sup>1</sup>*

*Articles 2 and 3 superseded by subsequent conventions regarding boundaries and fisheries*

*Articles 4-7, 9, and 10 terminated upon fulfillment of terms*

*Article 8 annulled by War of 1812<sup>2</sup>*

8 Stat. 80; Treaty Series 104<sup>3</sup>

In the Name of the most Holy & undivided Trinity.

It having pleased the Divine Providence to dispose the Hearts of the most Serene and most potent Prince George the Third, by the Grace of God, King of Great Britain, France and Ireland, Defender of the Faith, Duke of Brunswick and Lunebourg, Arch-Treasurer and Prince Elector of the Holy Roman Empire &ca. and of the United States of America, to forget all past Misunderstandings and Differences that have unhappily interrupted the good Correspondence and Friendship which they mutually wish to restore, and to establish such a beneficial and satisfactory Intercourse, between the two Countries upon the Ground of reciprocal Advantages and mutual Convenience as may promote and secure to both perpetual Peace & Harmony, and having for this desirable End already laid the Foundation of Peace and Reconciliation, by the Provisional Articles signed at Paris on the 30th of November 1782,<sup>4</sup> by the Commissioners empowered on each Part, which Articles were agreed to be inserted in and to constitute the Treaty of Peace proposed to be concluded between the Crown of Great Britain and the said United States, but which Treaty was not to be concluded until Terms of Peace should be agreed upon between Great Britain and France and his Britannic Majesty should be ready to conclude such Treaty accordingly; and

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<sup>1</sup> TS 108, *post*, p. 38.

<sup>2</sup> See Moore, *Digest of International Law*, vol. V, pp. 381 and 382.

<sup>3</sup> For a detailed study of this treaty, see 2 Miller 151.

<sup>4</sup> TS 102, *ante*, p. 1.

the Treaty between Great Britain and France having since been concluded, His Britannic Majesty and the United States of America, in order to carry into full Effect the Provisional Articles above mentioned, according to the Tenor thereof, have constituted and appointed, that is to say His Britannic Majesty on his Part, David Hartley, Esqr. Member of the Parliament of Great Britain, and the said United States on their Part John Adams, Esqr. late a Commissioner of the United States of America at the Court of Versailles, late Delegate in Congress from the State of Massachusetts, and Chief Justice of the said State, and Minister Plenipotentiary of the said United States to their High Mightinesses the States General of the United Netherlands; Benjamin Franklin, Esq'r. late Delegate in Congress from the State of Pennsylvania, President of the Convention of the said State, and Minister Plenipotentiary from the United States of America at the Court of Versailles, John Jay Esqr late President of Congress and Chief Justice of the State of New York, and Minister Plenipotentiary from the said United States at the Court of Madrid; to be the Plenipotentiaries for the concluding and signing the present Definitive Treaty; who after having reciprocally communicated their respective Full Powers have agreed upon and confirmed the following Articles.

#### ARTICLE 1<sup>st</sup>

His Britannic Majesty acknowledges the said United States, viz, New-Hampshire, Massachusetts Bay, Rhode Island and Providence Plantations, Connecticut, New-York, New-Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina and Georgia, to be free Sovereign & independent States, that he treats with them as such, & for himself, His Heirs and Successors, relinquishes all Claims to the Government, Propriety and Territorial rights of the same and every Part thereof.

#### ARTICLE 2<sup>d</sup> 5

And that all Disputes which might arise in future on the Subject of the Boundaries of the said United States may be prevented, it is hereby agreed and declared, that the following are & shall be their Boundaries viz: From the North West angle of Nova Scotia viz, that angle which is formed by a Line drawn due North from the Source of St. Croix River to the Highlands, along the said Highlands which divide those Rivers that empty themselves into the River St. Lawrence, from those which fall into the Atlantic Ocean, to the North-Western-most Head of Connecticut River: Thence down along the Middle of that River to the Forty Fifth Degree of North Latitude; from thence by a Line due West on said Latitude until it strikes the River Iroquois or Cataraquy; Thence along the middle of said River into Lake Ontario;

<sup>5</sup> For text of decisions of commissioners appointed pursuant to art. 4 of treaty of Dec. 24, 1814 (TS 109, *post*, p. 41), see 8 Stat. 250, 274; TS 111, 113.

through the middle of said Lake until it strikes the communication by water between that Lake and Lake Erie; thence along the middle of said communication into Lake Erie, through the middle of said Lake until it arrives at the water communication between that Lake and Lake Huron, thence along the middle of said water communication into the Lake Huron, thence through the middle of said Lake to the water communication between that Lake and Lake Superior, thence through Lake Superior Northward of the Isles Royal & Phelipeaux to the Long Lake, thence through the middle of said Long Lake and the water communication between it and the Lake of the Woods, to the said Lake of the Woods, thence through the said Lake to the most Northwestern Point thereof, and from thence on a due West Course to the River Mississippi, thence by a Line to be drawn along the middle of the said River Mississippi until it shall intersect the Northernmost Part of the thirty first degree of North Latitude. South, by a Line to be drawn due East from the Determination of the Line last mentioned in the Latitude of thirty one Degrees North of the Equator, to the middle of the River Apalachicola or Catahouche thence along the middle thereof to its Junction with the Flint River, thence straight to the head of Saint Mary's River; and thence down along the middle of Saint Mary's River to the Atlantic Ocean; East, by a Line to be drawn along the middle of the River Saint Croix, from its mouth in the Bay of Fundy to its Source, and from its Source directly North to the aforesaid Highlands which divide the Rivers that fall into the Atlantic Ocean from those which fall into the River Saint Lawrence; comprehending all Islands within twenty Leagues of any Part of the Shores of the United States, and lying between Lines to be drawn due East from the Points where the aforesaid Boundaries between Nova Scotia on the one Part and East Florida on the other, shall respectively touch the Bay of Fundy and the Atlantic Ocean, excepting such Islands as now are or heretofore have been within the Limits of the said Province of Nova Scotia.

#### ARTICLE 3<sup>d</sup>

It is agreed that the People of the United States shall continue to enjoy unmolested the Right to take Fish of every Kind on the Grand Bank, and on all the other Banks of New-foundland, also in the Gulph of Saint Lawrence and at all other Places in the Sea, where the Inhabitants of both Countries used at any time heretofore to fish. And also that the Inhabitants of the United States shall have Liberty to take Fish of every Kind on such Part of the Coast of New-foundland as British Fishermen shall use, (but not to dry or cure the same on that Island) and also on the Coasts Bays & Creeks of all other of his Britannic Majesty's Dominions in America, and that the American Fishermen shall have Liberty to dry and cure Fish in any of the unsettled Bays, Harbours and Creeks of Nova Scotia, Magdalen Islands and Labrador, so long as the same shall remain unsettled, but so

soon as the same or either of them shall be settled, it shall not be lawful for the said Fishermen to dry or cure Fish at such Settlement without a previous Agreement for that Purpose with the Inhabitants, Proprietors or Possessors of the Ground.

#### ARTICLE 4<sup>th</sup> <sup>6</sup>

It is agreed that Creditors on either Side shall meet with no lawful Impediment to the Recovery of the full Value in Sterling Money of all bonâ fide Debts heretofore contracted.

#### ARTICLE 5<sup>th</sup>

It is agreed that the Congress shall earnestly recommend it to the Legislatures of the respective States, to provide for the Restitution of all Estates, Rights and Properties, which have been confiscated belonging to real British Subjects; and also of the Estates, Rights and Properties of Persons resident in Districts in the Possession of his Majesty's Arms and who have not borne Arms against the said United States: And that Persons of any other Description shall have free Liberty to go to any Part or Parts of any of the thirteen United States and therein to remain twelve months unmolested in their Endeavours to obtain the Restitution of such of their Estates, Rights and Properties as may have been confiscated; and that Congress shall also earnestly recommend to the several States a Reconsideration and Revision of all Acts or Laws regarding the Premises, so as to render the said Laws or Acts perfectly consistent not only with Justice and Equity but with that Spirit of Conciliation which on the return of the Blessings of Peace should universally prevail. And that Congress shall also earnestly recommend to the several States, that the Estates, Rights and Properties, of such last mentioned Persons shall be restored to them, they refunding to any Persons who may be now in Possession the bonâ fide price (where any has been given) which such Persons may have paid on purchasing any of the said Lands, Rights or Properties since the Confiscation.

And it is agreed that all Persons who have any Interest in confiscated Lands, either by Debts, marriage Settlements, or otherwise, shall meet with no lawful Impediment in the Prosecution of their just Rights.

#### ARTICLE 6<sup>th</sup>

That there shall be no future Confiscations made nor any Prosecutions commenced against any Person or Persons for, or by Reason of, the Part which he or they may have taken in the present War, and that no Person shall on that Account suffer any future Loss or Damage either in his Person, Liberty or Property; and that those who may be in Confinement on such Charges at the time of the Ratification of the Treaty in America, shall

<sup>6</sup> For a supplement to art. 4, see convention of Jan. 8, 1802 (TS 108), *post*, p. 39.

be immediately set at Liberty, and the Prosecutions so commenced be discontinued.

#### ARTICLE 7<sup>th</sup>

There shall be a firm and perpetual Peace between His Britannic Majesty and the said States, and between the subjects of the one, and the Citizens of the other, wherefore all Hostilities both by Sea and Land shall from henceforth cease: All Prisoners on both Sides shall be set at Liberty, and His Britannic Majesty shall with all convenient Speed, and without causing any Destruction, or carrying away any Negroes, or other Property of the American Inhabitants, withdraw all his Armies, Garrisons and Fleets from the said United States, and from every Post, Place and Harbour within the same; leaving in all Fortifications, the American Artillery that may be therein: And shall also order and cause all Archives, Records, Deeds and Papers belonging to any of the said States, or their Citizens, which in the Course of the War may have fallen into the Hands of His officers, to be forthwith restored and delivered to the proper States and Persons to whom they belong.

#### ARTICLE 8<sup>th</sup>

The Navigation of the River Mississippi, from its Source to the Ocean, shall for ever remain free and open to the Subjects of Great Britain and the Citizens of the United States.

#### ARTICLE 9<sup>th</sup>

In case it should so happen that any Place or Territory belonging to Great Britain or to the United States should have been conquered by the Arms of either from the other, before the Arrival of the said Provisional Articles in America, it is agreed that the same shall be restored without Difficulty and without requiring any Compensation.

#### ARTICLE 10<sup>th</sup>

The solemn Ratifications of the present Treaty expedited in good and due Form shall be exchanged between the contracting Parties in the Space of six Months or sooner, if possible, to be computed from the Day of the Signature of the Present Treaty. In Witness whereof We the undersigned, their Ministers Plenipotentiary, have in their Name and in Virtue of our full Powers, signed with our Hands the present Definitive Treaty, and caused the Seals of our Arms to be affixed thereto.

Done at Paris, this third Day of September in the Year of our Lord, one thousand, seven hundred and Eighty three.

D. HARTLEY	[SEAL]
JOHN ADAMS	[SEAL]
B. FRANKLIN	[SEAL]
JOHN JAY	[SEAL]

## AMITY, COMMERCE, AND NAVIGATION (JAY TREATY)

*Treaty signed at London November 19, 1794, with annexed letter dated at Philadelphia September 5, 1793, and with additional article Senate advice and consent to ratification, with a condition, June 24, 1795*<sup>1</sup>

*Ratified by the President of the United States, with a condition, August 14, 1795*<sup>1</sup>

*Ratified by Great Britain October 28, 1795*

*Ratifications exchanged at London October 28, 1795*

*Entered into force October 28, 1795*

*Proclaimed by the President of the United States February 29, 1796*

*Article 3 supplemented by explanatory article of May 4, 1796;<sup>2</sup> and terminated in part by War of 1812*

*Article 5 supplemented by explanatory article of March 15, 1798*<sup>3</sup>

*Articles 6 and 7 supplemented by convention of January 8, 1802*<sup>4</sup>

*Article 12 suspended by additional article*

*Articles 11–27 expired October 28, 1807*

*Articles 1 and 3*<sup>5</sup> *annulled June 18, 1812*<sup>6</sup>

*Articles 2, 4–8, and 28 terminated upon fulfillment of their terms*

8 Stat. 116; Treaty Series 105<sup>7</sup>

TREATY OF AMITY, COMMERCE AND NAVIGATION, BETWEEN HIS BRITANNICK MAJESTY;—AND THE UNITED STATES OF AMERICA, BY THEIR PRESIDENT, WITH THE ADVICE AND CONSENT OF THEIR SENATE

His Britannick Majesty and the United States of America, being desirous by a Treaty of Amity, Commerce and Navigation to terminate their Differ-

<sup>1</sup> The Senate gave its advice and consent "on condition that there be added to the said treaty an article, whereby it shall be agreed to suspend the operation of so much of the 12th article, as respects the trade which his said Majesty thereby consents may be carried on, between the United States and his islands in the West Indies, in the manner, and on the terms and conditions therein specified." See additional article, p. 33.

<sup>2</sup> TS 106, *post*, p. 34. See also footnote 1, *post*, p. 34.

<sup>3</sup> TS 107, *post*, p. 36.

<sup>4</sup> TS 108, *post*, p. 38.

<sup>5</sup> Art. 3, as far as it relates to Indians, appears to remain in force between the United States and Canada. See *American Journal of International Law*, 1929, p. 645, for Supreme Court decision in case of *Karnuth v. United States*.

<sup>6</sup> Date of U.S. declaration of war.

<sup>7</sup> For a detailed study of this treaty, see 2 Miller 245.

ences in such a manner, as without reference to the Merits of Their respective Complaints and Pretensions, may be the best calculated to produce mutual satisfaction and good understanding: And also to regulate the Commerce and Navigation between Their respective Countries, Territories and People, in such a manner as to render the same reciprocally beneficial and satisfactory; They have respectively named their Plenipotentiaries, and given them Full powers to treat of, and conclude, the said Treaty, that is to say: His Brittanick Majesty has named for His Plenipotentiary, The Right Honourable William Wyndham Baron Grenville of Wotton, One of His Majesty's Privy Council, and His Majesty's Principal Secretary of State for Foreign Affairs; and The President of the said United States, by and with the advice and Consent of the Senate thereof, hath appointed for Their Plenipotentiary The Honourable John Jay, Chief Justice of the said United States and Their Envoy Extraordinary to His Majesty, who have agreed on, and concluded the following Articles

#### ARTICLE 1

There shall be a firm, inviolable and universal Peace, and a true and sincere Friendship between His Britannick Majesty, His Heirs and Successors, and the United States of America; and between their respective Countries, Territories, Cities, Towns and People of every Degree, without Exception of Persons or Places.

#### ARTICLE 2

His Majesty will withdraw all His Troops and Garrisons from all Posts and Places within the Boundary Lines assigned by the Treaty of Peace<sup>\*</sup> to the United States. This Evacuation shall take place on or before the first Day of June One thousand seven hundred and ninety six, and all the proper Measures shall in the interval be taken by concert between the Government of the United States, and His Majesty's Governor General in America, for settling the previous arrangements which may be necessary respecting the delivery of the said Posts: The United States in the mean Time at Their discretion extending their settlements to any part within the said boundary line, except within the precincts or Jurisdiction of any of the said Posts. All Settlers and Traders, within the Precincts or Jurisdiction of the said Posts, shall continue to enjoy, unmolested, all their property of every kind, and shall be protected therein. They shall be at full liberty to remain there, or to remove with all or any part of their Effects; and it shall also be free to them to sell their Lands, Houses, or Effects, or to retain the property thereof, at their discretion; such of them as shall continue to reside within the said Boundary Lines shall not be compelled to become Citizens of the United States, or to take any Oath of allegiance to the Government thereof; but they shall be at full liberty so to do, if they think proper, and they shall make and declare their Election within

<sup>\*</sup> TS 104, *ante*, p. 8.

one year after the Evacuation aforesaid. And all persons who shall continue there after the expiration of said year, without having declared their intention of remaining Subjects of His Britannick Majesty, shall be considered as having elected to become Citizens of the United States.

### ARTICLE 3<sup>9</sup>

It is agreed that it shall at all Times be free to His Majesty's Subjects, and to the Citizens of the United States, and also to the Indians dwelling on either side of the said Boundary Line freely to pass and repass by Land, or Inland Navigation, into the respective Territories and Countries of the Two Parties on the Continent of America (the Country within the Limits of the Hudson's Bay Company only excepted) and to navigate all the Lakes, Rivers, and waters thereof, and freely to carry on trade and commerce with each other. But it is understood, that this Article does not extend to the admission of Vessels of the United States into the Sea Ports, Harbours, Bays, or Creeks of His Majesty's said Territories; nor into such parts of the River in His Majesty's said Territories as are between the mouth thereof, and the highest Port of Entry from the Sea, except in small vessels trading *bonâ fide* between Montreal and Quebec, under such regulations as shall be established to prevent the possibility of any Frauds in this respect. Nor to the admission of British vessels from the Sea into the Rivers of the United States, beyond the highest Ports of Entry for Foreign Vessels from the Sea. The River Mississippi, shall however, according to the Treaty of Peace be entirely open to both Parties; And it is further agreed, That all the ports and places on its Eastern side, to whichever of the parties belonging, may freely be resorted to, and used by both parties, in as ample a manner as any of the Atlantic Ports or Places of the United States, or any of the Ports or Places of His Majesty in Great Britain.

All Goods and Merchandize whose Importation into His Majesty's said Territories in America, shall not be entirely prohibited, may freely, for the purposes of Commerce, be carried into the same in the manner aforesaid, by the Citizens of the United States, and such Goods and Merchandize shall be subject to no higher or other Duties than would be payable by His Majesty's Subjects on the Importation of the same from Europe into the said Territories. And in like manner, all Goods and Merchandize whose Importation into the United States shall not be wholly prohibited, may freely, for the purposes of Commerce, be carried into the same, in the manner aforesaid, by His Majesty's Subjects, and such Goods and Merchandize shall be subject to no higher or other Duties than would be payable by the Citizens of the United States on the Importation of the same in American Vessels into the Atlantic Ports of the said States. And all Goods not prohibited to be exported from the

<sup>9</sup> For article explanatory to art. 3, signed at Philadelphia May 4, 1796, see TS 106, *post*, p. 34.

said Territories respectively, may in like manner be carried out of the same by the Two Parties respectively, paying Duty as aforesaid.

No Duty of Entry shall ever be levied by either Party on Peltries brought by Land, or Inland Navigation into the said Territories respectively, nor shall the Indians passing or repassing with their own proper Goods and Effects of whatever nature, pay for the same any Impost or Duty whatever. But Goods in Bales, or other large Packages unusual among Indians shall not be considered as Goods belonging *bonâ fide* to Indians.

No higher or other Tolls or Rates of Ferriage than what are, or shall be payable by Natives, shall be demanded on either side; And no Duties shall be payable on any Goods which shall merely be carried over any of the Portages, or carrying Places on either side, for the purpose of being immediately reembarked, and carried to some other Place or Places. But as by this Stipulation it is only meant to secure to each Party a free passage across the Portages on both sides, it is agreed, that this Exemption from Duty shall extend only to such Goods as are carried in the usual and direct Road across the Portage, and are not attempted to be in any manner sold or exchanged during their passage across the same, and proper Regulations may be established to prevent the possibility of any Frauds in this respect.

As this Article is intended to render in a great Degree the local advantages of each Party common to both, and thereby to promote a disposition favourable to Friendship and good neighbourhood, It is agreed, that the respective Governments will mutually promote this amicable Intercourse, by causing speedy and impartial Justice to be done, and necessary protection to be extended, to all who may be concerned therein.

#### ARTICLE 4

Whereas it is uncertain whether the River Mississippi extends so far to the Northward as to be intersected by a Line to be drawn due West from the Lake of the Woods in the manner mentioned in the Treaty of Peace between His Majesty and the United States, it is agreed, that measures shall be taken in Concert between His Majesty's Government in America, and the Government of the United States, for making a joint Survey of the said River, from one Degree of Latitude below the falls of S<sup>t</sup> Anthony to the principal Source or Sources of the said River, and also of the parts adjacent thereto, And that if on the result of such Survey it should appear that the said River would not be intersected by such a Line as is above mentioned; The two Parties will thereupon proceed by amicable negotiation to regulate the Boundary Line in that quarter as well as all other Points to be adjusted between the said Parties, according to Justice and mutual Convenience, and in Conformity, to the Intent of the said Treaty.

ARTICLE 5 <sup>10</sup>

Whereas doubts have arisen what River was truly intended under the name of the River S<sup>t</sup> Croix mentioned in the said Treaty of Peace and forming a part of the boundary therein described, that question shall be referred to the final Decision of Commissioners to be appointed in the following Manner—Viz—

One Commissioner shall be named by His Majesty, and one by the President of the United States, by and with the advice and Consent of the Senate thereof, and the said two Commissioners shall agree on the choice of a third, or, if they cannot so agree, They shall each propose one Person, and of the two names so proposed one shall be drawn by Lot, in the presence of the two original Commissioners. And the three Commissioners so appointed shall be Sworn impartially to examine and decide the said question according to such Evidence as shall respectively be laid before Them on the part of the British Government and of the United States. The said Commissioners shall meet at Halifax and shall have power to adjourn to such other place or places as they shall think fit. They shall have power to appoint a Secretary, and to employ such Surveyors or other Persons as they shall judge necessary. The said Commissioners shall by a Declaration under their Hands and Seals, decide what River is the River S<sup>t</sup> Croix intended by the Treaty.<sup>11</sup> The said Declaration shall contain a description of the said River, and shall particularize the Latitude and Longitude of its mouth and of its Source. Duplicates of this Declaration and of the Statements of their Accounts, and of the Journal of their proceedings, shall be delivered by them to the Agent of His Majesty, and to the Agent of the United States, who may be respectively appointed and authorized to manage the business on behalf of the respective Governments. And both parties agree to consider such decision as final and conclusive, so as that the same shall never thereafter be called into question, or made the subject of dispute or difference between them.

ARTICLE 6 <sup>12</sup>

Whereas it is alledged by divers British Merchants and others His Majesty's Subjects, that Debts to a considerable amount which were bonâ fide contracted before the Peace, still remain owing to them by Citizens or Inhabitants of the United States, and that by the operation of various lawful Impediments since the Peace, not only the full recovery of the said Debts has been delayed, but also the Value and Security thereof, have been in several instances impaired and lessened, so that by the ordinary course of Judicial

<sup>10</sup> For article explanatory to art. 5, signed at London Mar. 15, 1798, see TS 107, *post*, p. 36.

<sup>11</sup> For text of commissioners' report of Oct. 25, 1798, see Moore, *International Arbitration*, vol. I, p. 29.

<sup>12</sup> For supplement to art. 6, see convention signed at London Jan. 8, 1802 (TS 108), *post*, p. 38.

proceedings the British Creditors, cannot now obtain and actually have and receive full and adequate Compensation for the losses and damages which they have thereby sustained: It is agreed that in all such Cases where full Compensation for such losses and damages cannot, for whatever reason, be actually obtained had and received by the said Creditors in the ordinary course of Justice, The United States will make full and complete Compensation for the same to the said Creditors; But it is distinctly understood, that this provision is to extend to such losses only, as have been occasioned by the lawful impediments aforesaid, and is not to extend to losses occasioned by such Insolvency of the Debtors or other Causes as would equally have operated to produce such loss, if the said impediments had not existed, nor to such losses or damages as have been occasioned by the manifest delay or negligence, or wilful omission of the Claimant.

For the purpose of ascertaining the amount of any such losses and damages, Five Commissioners shall be appointed and authorized to meet and act in manner following—viz—Two of them shall be appointed by His Majesty, Two of them by the President of the United States by and with the advice and consent of the Senate thereof, and the fifth, by the unanimous voice of the other Four; and if they should not agree in such Choice, then the Commissioners named by the two parties shall respectively propose one person, and of the two names so proposed, one shall be drawn by Lot in the presence of the Four Original Commissioners. When the Five Commissioners thus appointed shall first meet, they shall before they proceed to act respectively, take the following Oath or Affirmation in the presence of each other, which Oath or Affirmation, being so taken, and duly attested, shall be entered on the Record of their Proceedings,—viz.—I, A.B., One of the Commissioners appointed in pursuance of the 6<sup>th</sup> Article of the Treaty of Amity, Commerce and Navigation between His Britannick Majesty and The United States of America, do solemnly swear (or affirm) that I will honestly, diligently, impartially, and carefully examine, and to the best of my Judgement, according to Justice and Equity decide all such Complaints, as under the said Article shall be preferred to the said Commissioners: and that I will forbear to act as a Commissioner in any Case in which I may be personally interested.

Three of the said Commissioners shall constitute a Board, and shall have power to do any act appertaining to the said Commission, provided that one of the Commissioners named on each side, and the Fifth Commissioner shall be present, and all decisions shall be made by the Majority of the Voices of the Commissioners then present. Eighteen Months from the Day on which the said Commissioners shall form a Board, and be ready to proceed to Business are assigned for receiving Complaints and applications, but they are nevertheless authorized in any particular Cases in which it shall appear to them to be reasonable and just to extend the said Term of Eighteen Months, for any term not exceeding Six Months after the expiration thereof.

The said Commissioners shall first meet at Philadelphia, but they shall have power to adjourn from Place to Place as they shall see Cause.

The said Commissioners in examining the Complaints and applications so preferred to them, are impowered and required in pursuance of the true intent and meaning of this article to take into their Consideration all claims whether of principal or interest, or balances of principal and interest, and to determine the same respectively according to the merits of the several Cases, due regard being had to all the Circumstances thereof, and as Equity and Justice shall appear to them to require. And the said Commissioners shall have power to examine all such Persons as shall come before them on Oath or Affirmation touching the premises; and also to receive in Evidence according as they may think most consistent with Equity and Justice all written Depositions, or Books or Papers, or Copies or Extracts thereof. Every such Deposition, Book or Paper or Copy or Extract being duly authenticated either according to the legal Forms now respectively existing in the two Countries, or in such other manner as the said Commissioners shall see cause to require or allow.

The Award of the said Commissioners or of any three of them as aforesaid shall in all Cases be final and conclusive, both as to the Justice of the Claim, and to the amount of the Sum to be paid to the Creditor or Claimant.—And the United States undertake to cause the Sum so awarded to be paid in Specie to such Creditor or Claimant without deduction; and at such Time or Times, and at such Place or Places, as shall be awarded by the said Commissioners, and on Condition of such Releases or assignments to be given by the Creditor or Claimant as by the said Commissioners may be directed; Provided always that no such payment shall be fixed by the said Commissioners to take place sooner than twelve months from the Day of the Exchange of the Ratifications of this Treaty.

#### ARTICLE 7<sup>13</sup>

Whereas Complaints have been made by divers Merchants and others, Citizens of the United States, that during the course of the War in which His Majesty is now engaged they have sustained considerable losses and damage by reason of irregular or illegal Captures or Condemnations of their vessels and other property under Colour of authority or Commissions from His Majesty, and that from various Circumstances belonging to the said Cases adequate Compensation for the losses and damages so sustained cannot now be actually obtained, had and received by the ordinary Course of Judicial proceedings; It is agreed that in all such Cases where adequate Compensation cannot for whatever reason be now actually obtained, had and received by the said Merchants and others in the ordinary course of Justice, full and Complete Compensation for the same will be made by the British Government to the said Complainants. But it is distinctly understood, that this pro-

<sup>13</sup> For a supplement to art. 7, see *ibid.*, *post*, p. 39.

vision is not to extend to such losses or damages as have been occasioned by the manifest delay or negligence, or wilful omission of the Claimant.

That for the purpose of ascertaining the amount of any such losses and damages Five Commissioners shall be appointed and authorized to act in London exactly in the manner directed with respect to those mentioned in the preceding Article, and after having taken the same Oath or Affirmation (*mutatis mutandis*). The same term of Eighteen Months is also assigned for the reception of Claims, and they are in like manner authorized to extend the same in particular Cases. They shall receive Testimony, Books, Papers and Evidence in the same latitude, and exercise the like discretion, and powers respecting that subject, and shall decide the Claims in question, according to the merits of the several Cases, and to Justice, Equity and the Laws of Nations. The award of the said Commissioners or any such three of them as aforesaid, shall in all Cases be final and conclusive both as to the Justice of the Claim and the amount of the Sum to be paid to the Claimant; and His Britannick Majesty undertakes to cause the same to be paid to such Claimant in Specie, without any Deduction, at such place or places, and at such Time or Times as shall be awarded by the said Commissioners and on Condition of such releases or assignments to be given by the Claimant, as by the said Commissioners may be directed.

And whereas certain merchants and others, His Majesty's Subjects, complain that in the course of the war they have sustained Loss and Damage by reason of the Capture of their Vessels and Merchandize taken within the Limits and Jurisdiction of the States, and brought into the Ports of the same, or taken by Vessels originally armed in Ports of the said States:

It is agreed that in all such cases where Restitution shall not have been made agreeably to the tenor of the letter from M<sup>r</sup> Jefferson to M<sup>r</sup> Hammond dated at Philadelphia September 5<sup>th</sup> 1793, a Copy of which is annexed to this Treaty, the Complaints of the parties shall be, and hereby are referred to the Commissioners to be appointed by virtue of this article, who are hereby authorized and required to proceed in the like manner relative to these as to the other Cases committed to them, and the United States undertake to pay to the Complainants or Claimants in specie without deduction the amount of such Sums as shall be awarded to them respectively by the said Commissioners and at the times and places which in such awards shall be specified, and on Condition of such Releases or assignments to be given by the Claimants as in the said awards may be directed: And it is further agreed that not only the now existing Cases of both descriptions, but also all such as shall exist at the Time, of exchanging the Ratifications of this Treaty shall be considered as being within the provisions, intent and meaning of this article.

#### ARTICLE 8

It is further agreed that the Commissioners mentioned in this and in the two preceding articles shall be respectively paid in such manner, as shall be

agreed between the two parties, such agreement being to be settled at the Time of the exchange of the Ratifications of this Treaty. And all other Expenses attending the said Commissions shall be defrayed jointly by the Two Parties, the same being previously ascertained and allowed by the Majority of the Commissioners. And in the case of Death, Sickness or necessary absence, the place of every such Commissioner respectively, shall be supplied in the same manner as such Commissioner was first appointed, and the new Commissioners shall take the same Oath, or Affirmation, and do the same Duties.

#### ARTICLE 9

It is agreed, that British Subjects who now hold Lands in the Territories of the United States, and American Citizens who now hold Lands in the Dominions of His Majesty, shall continue to hold them according to the nature and Tenure of their respective Estates and Titles therein, and may grant, Sell or Devise the same to whom they please, in like manner as if they were Natives; and that neither they nor their Heirs or assigns shall, so far as may respect the said Lands, and the legal remedies incident thereto, be regarded as Aliens.

#### ARTICLE 10

Neither the Debts due from Individuals of the one Nation, to Individuals of the other, nor shares nor monies, which they may have in the public Funds, or in the public or private Banks shall ever, in any Event of war, or national differences, be sequestered, or confiscated, it being unjust and impolitick that Debts and Engagements contracted and made by Individuals having confidence in each other, and in their respective Governments, should ever be destroyed or impaired by national authority, on account of national Differences and Discontents.

#### ARTICLE 11

It is agreed between His Majesty and the United States of America, that there shall be a reciprocal and entirely perfect Liberty of Navigation and Commerce, between their respective People, in the manner, under the Limitations, and on the Conditions specified in the following Articles.

#### ARTICLE 12<sup>14</sup>

His Majesty Consents that it shall and may be lawful, during the time hereinafter Limited, for the Citizens of the United States, to carry to any of His Majesty's Islands and Ports in the West Indies from the United States in their own Vessels, not being above the burthen of Seventy Tons, any Goods or Merchandizes, being of the Growth, Manufacture, or Produce of the said States, which it is, or may be lawful to carry to the said Islands or Ports from the said States in British Vessels, and that the said American Vessels shall be

<sup>14</sup> For a partial suspension of art. 12, see additional article, p. 33.

subject there to no other or higher Tonnage Duties or Charges, than shall be payable by British Vessels, in the Ports of the United States; and that the Cargoes of the said American Vessels, shall be subject there to no other or higher Duties or Charges, than shall be payable on the like Articles, if imported there from the said States in British vessels.

And His Majesty also consents that it shall be lawful for the said American Citizens to purchase, load and carry away, in their said vessels to the United States from the said Islands and Ports, all such articles being of the Growth, Manufacture or Produce of the said Islands, as may now by Law be carried from thence to the said States in British Vessels, and subject only to the same Duties and Charges on Exportation to which British Vessels and their Cargoes are or shall be subject in similar circumstances.

Provided always that the said American vessels do carry and land their Cargoes in the United States only, it being expressly agreed and declared that during the Continuance of this article, the United States will prohibit and restrain the carrying any Molasses, Sugar, Coffee, Cocoa or Cotton in American vessels, either from His Majesty's Islands or from the United States, to any part of the World, except the United States, reasonable Sea Stores excepted. Provided also, that it shall and may be lawful during the same period for British vessels to import from the said Islands into the United States, and to export from the United States to the said Islands, all Articles whatever being of the Growth, Produce or Manufacture of the said Islands, or of the United States respectively, which now may, by the Laws of the said States, be so imported and exported. And that the Cargoes of the said British vessels, shall be subject to no other or higher Duties or Charges, than shall be payable on the same articles if so imported or exported in American Vessels.

It is agreed that this Article, and every Matter and Thing therein contained, shall continue to be in Force, during the Continuance of the war in which His Majesty is now engaged; and also for Two years from and after the Day of the signature of the Preliminary or other Articles of Peace by which the same may be terminated.

And it is further agreed that at the expiration of the said Term, the Two Contracting Parties will endeavour further to regulate their Commerce in this respect, according to the situation in which His Majesty may then find Himself with respect to the West Indies, and with a view to such Arrangements, as may best conduce to the mutual advantage and extension of Commerce. And the said Parties will then also renew their discussions, and endeavour to agree, whether in any and what cases Neutral Vessels shall protect Enemy's property; and in what cases provisions and other articles not generally Contraband may become such. But in the mean time their Conduct towards each other in these respects, shall be regulated by the articles hereinafter inserted on those subjects.

## ARTICLE 13

His Majesty consents that the Vessels belonging to the Citizens of the United States of America, shall be admitted and Hospitably received in all the Sea Ports and Harbours of the British Territories in the East Indies: and that the Citizens of the said United States, may freely carry on a Trade between the said Territories and the said United States, in all articles of which the Importation or Exportation respectively to or from the said Territories, shall not be entirely prohibited; Provided only, that it shall not be lawful for them in any time of War between the British Government, and any other Power or State whatever, to export from the said Territories without the special Permission of the British Government there, any Military Stores, or Naval Stores, or Rice. The Citizens of the United States shall pay for their Vessels when admitted into the said Ports, no other or higher Tonnage Duty than shall be payable on British Vessels when admitted into the Ports of the United States. And they shall pay no other or higher Duties or Charges on the importation or exportation of the Cargoes of the said Vessels, than shall be payable on the same articles when imported or exported in British Vessels. But it is expressly agreed, that the Vessels of the United States shall not carry any of the articles exported by them from the said British Territories to any Port or Place, except to some Port or Place in America, where the same shall be unladen, and such Regulations shall be adopted by both Parties, as shall from time to time be found necessary to enforce the due and faithfull observance of this Stipulation: It is also understood that the permission granted by this article is not to extend to allow the Vessels of the United States to carry on any part of the Coasting Trade of the said British Territories, but Vessels going with their original Cargoes, or part thereof, from one port of discharge to another, are not to be considered as carrying on the Coasting Trade. Neither is this Article to be construed to allow the Citizens of the said States to settle or reside within the said Territories, or to go into the interior parts thereof, without the permission of the British Government established there; and if any transgression should be attempted against the Regulations of the British Government in this respect, the observance of the same shall and may be enforced against the Citizens of America in the same manner as against British Subjects, or others transgressing the same rule. And the Citizens of the United States, whenever they arrive in any Port or Harbour in the said Territories, or if they should be permitted in manner aforesaid, to go to any other place therein, shall always be subject to the Laws, Government and Jurisdiction, of what nature, established in such Harbour, Port or Place according as the same may be: The Citizens of the United States, may also touch for refreshment, at the Island of St Helena, but subject in all respects to such regulations, as the British Government may from time to time establish there.

## ARTICLE 14

There shall be between all the Dominions of His Majesty in Europe, and the Territories of the United States, a reciprocal and perfect liberty of Commerce and Navigation. The people and Inhabitants of the Two Countries respectively, shall have liberty, freely and securely, and without hindrance and molestation, to come with their Ships and Cargoes to the Lands, Countries, Cities, Ports, Places and Rivers within the Dominions and Territories aforesaid, to enter into the same, to resort there, and to remain and reside there, without any limitation of Time: also to hire and possess, Houses and warehouses for the purposes of their Commerce; and generally the Merchants and Traders on each side, shall enjoy the most complete protection and Security for their Commerce; but subject always, as to what respects this article, to the Laws and Statutes of the Two Countries respectively.

## ARTICLE 15

It is agreed, that no other or higher Duties shall be paid by the Ships or Merchandize of the one Party in the Ports of the other, than such as are paid by the like vessels or Merchandize of all other Nations. Nor shall any other or higher Duty be imposed in one Country on the importation of any articles, the growth, produce, or manufacture of the other, than are or shall be payable on the importation of the like articles being of the growth, produce or manufacture of any other Foreign Country. Nor shall any prohibition be imposed, on the exportation or importation of any articles to or from the Territories of the Two Parties respectively which shall not equally extend to all other Nations.

But the British Government reserves to itself the right of imposing on American Vessels entering into the British Ports in Europe a Tonnage Duty, equal to that which shall be payable by British Vessels in the Ports of America: And also such Duty as may be adequate to countervail the difference of Duty now payable on the importation of European and Asiatic Goods when imported into the United States in British or in American Vessels.

The Two Parties agree to treat for the more exact equalization of the Duties on the respective Navigation of their Subjects and People in such manner as may be most beneficial to the two Countries. The arrangements for this purpose shall be made at the same time with those mentioned at the Conclusion of the 12<sup>th</sup> Article of this Treaty, and are to be considered as a part thereof. In the interval it is agreed, that the United States will not impose any new or additional Tonnage Duties on British Vessels, nor increase the now subsisting difference between the Duties payable on the importation of any articles in British or in American Vessels.

## ARTICLE 16

It shall be free for the Two Contracting Parties respectively, to appoint Consuls for the protection of Trade, to reside in the Dominions and Territories aforesaid; and the said Consuls shall enjoy those Liberties and Rights which belong to them by reason of their Function. But before any Consul shall act as such, he shall be in the usual forms approved and admitted by the party to whom he is sent, and it is hereby declared to be lawful and proper, that in case of illegal or improper Conduct towards the Laws or Government, a Consul may either be punished according to Law, if the Laws will reach the Case, or be dismissed or even sent back, the offended Government assigning to the other, Their reasons for the same.

Either of the Parties may except from the residence of Consuls such particular Places, as such party shall judge proper to be so excepted.

## ARTICLE 17

It is agreed that, in all Cases where Vessels shall be captured or detained on just suspicion of having on board Enemy's property or of carrying to the Enemy, any of the articles which are Contraband of war; The said Vessel shall be brought to the nearest or most convenient Port, and if any property of an Enemy, should be found on board such Vessel, that part only which belongs to the Enemy shall be made prize, and the Vessel shall be at liberty to proceed with the remainder without any Impediment. And it is agreed that all proper measures shall be taken to prevent delay, in deciding the Cases of Ships or Cargoes so brought in for adjudication, and in the payment or recovery of any Indemnification adjudged or agreed to be paid to the masters or owners of such Ships.

## ARTICLE 18

In order to regulate what is in future to be esteemed Contraband of war, it is agreed that under the said Denomination shall be comprized all Arms and Implements serving for the purposes of war by Land or Sea; such as Cannon, Muskets, Mortars, Petards, Bombs, Grenades, Carcasses, Saucisses, Carriages for Cannon, Musket rests, Bandoliers, Gunpowder, Match, Saltpetre, Ball, Pikes, Swords, Headpieces, Cuirasses, Halberts, Lances, Javelins, Horsefurniture, Holsters, Belts and, generally all other Implements of war, as also Timber for Ship building, Tar or Rosin, Copper in Sheets, Sails, Hemp, and Cordage, and generally whatever may serve directly to the equipment of Vessels, unwrought Iron and Fir planks only excepted, and all the above articles are hereby declared to be just objects of Confiscation, whenever they are attempted to be carried to an Enemy.

And Whereas the difficulty of agreeing on the precise Cases in which alone Provisions and other articles not generally contraband may be regarded as such, renders it expedient to provide against the inconveniences and misunderstandings which might thence arise: It is further agreed that whenever

any such articles so becoming Contraband according to the existing Laws of Nations, shall for that reason be seized, the same shall not be confiscated, but the owners thereof shall be speedily and completely indemnified; and the Captors, or in their default the Government under whose authority they act, shall pay to the Masters or Owners of such Vessels the full value of all such Articles, with a reasonable mercantile Profit thereon, together with the Freight, and also the Demurrage incident to such Detension.

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 agreed, that every Vessel so circumstanced may be turned away from such Port or Place, but she shall not be detained, nor her Cargo, if not Contraband, be confiscated; unless after notice she shall again attempt to enter; but She shall be permitted to go to any other Port or Place She may think proper: Nor shall any vessel or Goods of either party, that may have entered into such Port or Place before the same was besieged, blockaded or invested by the other, and be found therein after the reduction or surrender of such place, be liable to confiscation, but shall be restored to the Owners or proprietors thereof.

#### ARTICLE 19

And that more abundant Care may be taken for the security of the respective Subjects and Citizens of the Contracting Parties, and to prevent their suffering Injuries by the Men of war, or Privateers of either Party, all Commanders of Ships of war and Privateers and all others the said Subjects and Citizens shall forbear doing any Damage to those of the other party, or committing any Outrage against them, and if they act to the contrary, they shall be punished, and shall also be bound in their Persons and Estates to make satisfaction and reparation for all Damages, and the interest thereof, of whatever nature the said Damages may be.

For this cause all Commanders of Privateers before they receive their Commissions shall hereafter be obliged to give before a Competent Judge, sufficient security by at least Two responsible Sureties, who have no interest in the said Privateer, each of whom, together with the said Commander, shall be jointly and severally bound in the Sum of Fifteen hundred pounds Sterling, or if such Ships be provided with above One hundred and fifty Seamen or Soldiers, in the Sum of Three thousand pounds sterling, to satisfy all Damages and Injuries, which the said Privateer or her Officers or Men, or any of them may do or commit during their Cruise contrary to the tenor of this Treaty, or to the Laws and Instruction for regulating their Conduct; and further that in all Cases of Aggressions the said Commissions shall be revoked and annulled.

It is also agreed that whenever a Judge of a Court of Admiralty of either of the Parties, shall pronounce sentence against any Vessel or Goods or Prop-

erty belonging to the Subjects or Citizens of the other Party a formal and duly authenticated Copy of all the proceedings in the Cause, and of the said Sentence, shall if required be delivered to the Commander of the said Vessel, without the smallest delay, he paying all legal Fees and Demands for the same.

#### ARTICLE 20

It is further agreed that both the said Contracting Parties, shall not only refuse to receive any Pirates into any of their Ports, Havens, or Towns, or permit any of their Inhabitants to receive, protect, harbour, conceal or assist them in any manner, but will bring to condign punishment all such Inhabitants as shall be guilty of such Acts or offences.

And all their Ships with the Goods or Merchandizes taken by them and brought into the port of either of the said Parties, shall be seized, as far as they can be discovered and shall be restored to the owners or their Factors or Agents duly deputed and authorized in writing by them (proper Evidence being first given in the Court of Admiralty for proving the property,) even in case such effects should have passed into other hands by Sale, if it be proved that the Buyers knew or had good reason to believe, or suspect that they had been piratically taken.

#### ARTICLE 21

It is likewise agreed that the Subjects and Citizens of the Two Nations, shall not do any acts of Hostility or Violence against each other, nor accept Commissions or Instructions so to act from any Foreign Prince or State, Enemies to the other party, nor shall the Enemies of one of the parties be permitted to invite or endeavour to enlist in their military service any of the Subjects or Citizens of the other party; and the Laws against all such Offences and Aggressions shall be punctually executed. And if any Subject or Citizen of the said Parties respectively shall accept any Foreign Commission or Letters of Marque for Arming any Vessel to act as a Privateer against the other party, and be taken by the other party, it is hereby declared to be lawful for the said party to treat and punish the said Subject or Citizen, having such Commission or Letters of Marque as a Pirate.

#### ARTICLE 22

It is expressly stipulated that neither of the said Contracting Parties will order or Authorize any Acts of Reprisal against the other on Complaints of Injuries or Damages until the said party shall first have presented to the other a Statement thereof, verified by competent proof and Evidence, and demanded Justice and Satisfaction, and the same shall either have been refused or unreasonably delayed.

## ARTICLE 23

The Ships of war of each of the Contracting Parties, shall at all times be hospitably received in the Ports of the other, their Officers and Crews paying due respect to the Laws and Government of the Country. The officers shall be treated with that respect, which is due to the Commissions which they bear. And if any Insult should be offered to them by any of the Inhabitants, all offenders in this respect shall be punished as Disturbers of the Peace and Amity between the Two Countries.

And His Majesty consents, that in case an American Vessel should by stress of weather, Danger from Enemies, or other misfortune be reduced to the necessity of seeking Shelter in any of His Majesty's Ports, into which such Vessel could not in ordinary cases claim to be admitted; She shall on manifesting that necessity to the satisfaction of the Government of the place, be hospitably received, and be permitted to refit, and to purchase at the market price, such necessaries as she may stand in need of, conformably to such Orders and regulations as the Government of the place, having respect to the circumstances of each case shall prescribe. She shall not be allowed to break bulk or unload her Cargo, unless the same shall be *bonâ fide* necessary to her being refitted. Nor shall be permitted to sell any part of her Cargo, unless so much only as may be necessary to defray her expences, and then not without the express permission of the Government of the place. Nor shall she be obliged to pay any Duties whatever, except only on such Articles, as she may be permitted to sell for the purpose aforesaid.

## ARTICLE 24

It shall not be lawful for any Foreign Privateers (not being Subjects or Citizens of either of the said Parties) who have Commissions from any other Prince or State in Enmity with either Nation, to arm their Ships in the Ports of either of the said Parties, nor to sell what they have taken, nor in any other manner to exchange the same, nor shall they be allowed to purchase more provisions than shall be necessary for their going to the nearest Port of that Prince or State from whom they obtained their Commissions.

## ARTICLE 25

It shall be lawful for the Ships of war and Privateers belonging to the said Parties respectively to carry whithersoever they please the Ships and Goods taken from their Enemies without being obliged to pay any Fee to the Officers of the Admiralty, or to any Judges whatever; nor shall the said Prizes when they arrive at, and enter the Ports of the said Parties be detained or seized, neither shall the Searchers or other Officers of those Places visit such Prizes (except for the purpose of preventing the Carrying of any part of the Cargo thereof on Shore in any manner contrary to the established Laws of Revenue, Navigation or Commerce) nor shall such Officers take Cognizance of the

Validity of such Prizes; but they shall be at liberty to hoist Sail, and depart as speedily as may be, and carry their said Prizes to the place mentioned in their Commissions or Patents, which the Commanders of the said Ships of war or Privateers shall be obliged to shew. No Shelter or Refuge shall be given in their Ports to such as have made a Prize upon the Subjects or Citizens of either of the said Parties; but if forced by stress of weather or the Dangers of the Sea, to enter therein, particular care shall be taken to hasten their departure, and to cause them to retire as soon as possible. Nothing in this Treaty contained shall however be construed or operate contrary to former and existing Public Treaties with other Sovereigns or States. But the Two parties agree, that while they continue in amity neither of them will in future make any Treaty that shall be inconsistent with this or the preceding article.

Neither of the said parties shall permit the Ships or Goods belonging to the Subjects or Citizens of the other to be taken within Cannon Shot of the Coast, nor in any of the Bays, Ports or Rivers of their Territories by Ships of war, or others having Commission from any Prince, Republic or State whatever. But in case it should so happen, the party whose Territorial Rights shall thus have been violated, shall use his utmost endeavours to obtain from the offending Party, full and ample satisfaction for the Vessel or Vessels so taken, whether the same be Vessels of war or Merchant Vessels.

#### ARTICLE 26

If at any Time a Rupture should take place (which God forbid) between His Majesty and the United States, the Merchants and others of each of the Two Nations, residing in the Dominions of the other, shall have the privilege of remaining and continuing their Trade so long as they behave peaceably and commit no offence against the Laws, and in case their Conduct should render them suspected, and the respective Governments should think proper to order them to remove, the term of Twelve Months from the publication of the order shall be allowed them for that purpose to remove with their Families, Effects and Property, but this Favor shall not be extended to those who shall act contrary to the established Laws, and for greater certainty it is declared that such Rupture shall not be deemed to exist while negotiations for accommodating Differences shall be depending nor until the respective Ambassadors or Ministers, if such there shall be, shall be recalled, or sent home on account of such differences, and not on account of personal misconduct according to the nature and degrees of which both parties retain their Rights, either to request the recall or immediately to send home the Ambassador or Minister of the other; and that without prejudice to their mutual Friendship and good understanding.

## ARTICLE 27

It is further agreed that His Majesty and the United States on mutual Requisitions by them respectively or by their respective Ministers or Officers authorized to make the same will deliver up to Justice, all Persons who being charged with Murder or Forgery committed within the Jurisdiction of either, shall seek an Asylum within any of the Countries of the other, Provided that this shall only be done on 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 Tryal, if the offence had there been committed. The Expence of such apprehension and Delivery shall be borne and defrayed by those who make the Requisition and receive the Fugitive.

## ARTICLE 28

It is agreed that the first Ten Articles of this Treaty shall be permanent and that the subsequent Articles except the Twelfth shall be limited in their duration to twelve years to be computed from the Day on which the Ratifications of this Treaty shall be exchanged, but subject to this Condition that whereas the said Twelfth Article will expire by the Limitation therein contained at the End of two years from the signing of the Preliminary or other Articles of Peace, which shall terminate the present War, in which His Majesty is engaged; It is agreed that proper Measures shall by Concert be taken for bringing the subject of that article into amicable Treaty and Discussion so early before the Expiration of the said Term, as that new Arrangements on that head may by that Time be perfected and ready to take place. But if it should unfortunately happen that His Majesty and the United States should not be able to agree on such new Arrangements, in that Case, all the Articles of this treaty except the first Ten shall then cease and expire together.

Lastly. This Treaty when the same shall have been ratified by His Majesty, and by the President of the United States, by and with the advice and Consent of Their Senate, and the respective Ratifications mutually exchanged, shall be binding and obligatory on His Majesty and on the said States, and shall be by them respectively executed and observed with punctuality, and the most sincere regard to good Faith. And Whereas it will be expedient in order the better to facilitate Intercourse and obviate Difficulties that other Articles be proposed and added to this Treaty, which Articles from want of time and other circumstances cannot now be perfected; It is agreed that the said Parties will from Time to Time readily treat of and concerning such Articles, and will sincerely endeavour so to form them, as that they may conduce to mutual convenience, and tend to promote mutual Satisfaction and Friendship; and that the said Articles after having been duly ratified, shall be added to, and make a part of this Treaty.

In Faith whereof We the Undersigned, Ministers Plenipotentiary of His Majesty The King of Great Britain; and the United States of America, have signed this present Treaty, and have caused to be affixed thereto, the Seal of Our Arms.

Done at London, this Nineteenth Day of November, One thousand seven hundred and ninety Four.

GRENVILLE	[SEAL]
JOHN JAY	[SEAL]

#### ANNEXED LETTER

*The Secretary of State to the British Minister*

PHILADELPHIA *Sept<sup>r</sup> 5<sup>th</sup> 1793*

SIR, I am honored with yours of August 30<sup>th</sup>. Mine of the 7<sup>th</sup> of that Month assured you that measures were taken for excluding from all further Asylum in our Ports Vessels armed in them to Cruize on Nations with which we are at Peace; and for the restoration of the Prizes the *Lovely Lass*, Prince William Henry, and the *Jane* of Dublin, and that should the measures for restitution fail in their Effect, The President considered it as incumbent on the United States to make compensation for the Vessels.

We are bound by our Treaties<sup>15</sup> with Three of the Belligerent Nations, by all the means in our Power to protect and defend their Vessels and Effects in our Ports, or waters, or on the Seas near our Shores and to recover and restore the same to the right owners when taken from them. If all the means in our Power are used, and fail in their Effect, we are not bound, by our Treaties with those Nations to make Compensation.

Though we have no similar Treaty with Great Britain, it was the opinion of the President that we should use towards that Nation the same rule, which, under this Article, was to govern us with the other Nations; and even to extend it to Captures made on the High Seas, and brought into our Ports; if done by Vessels, which had been armed within them.

Having for particular reasons, forbore to use all the means in our power for the restitution of the three vessels mentioned in my Letter of August 7<sup>th</sup> the President thought it incumbent on the United States to make Compensation for them; and though nothing was said in that Letter of other Vessels taken under like Circumstances and brought in after the 5<sup>th</sup> of June, and before the date of that Letter, yet when the same forbearance had taken place it was and is his opinion that Compensation would be equally due.

<sup>15</sup> Treaties signed for the United States and France at Paris Feb. 6, 1778 (TS 83, *ante*, vol. 7, p. 763, FRANCE); for the United States and the Netherlands at The Hague Oct. 8, 1782 (TS 249, *ante*, vol. 10, p. 6, NETHERLANDS); and for the United States and Prussia at Passy July 9, 1785, at Paris July 28, 1785, at London Aug. 5, 1785, and at The Hague Sept. 10, 1785 (TS 292, *ante*, vol. 8, p. 78, GERMANY).

As to Prizes made under the same Circumstances, and brought in after the date of that Letter the President determined, that all the means in our power, should be used for their restitution. If these fail as we should not be bound by our Treaties to make Compensation to the other Powers, in the analagous Case, he did not mean to give an opinion that it ought to be done to Great Britain: But still if any Cases shall arise subsequent to that date, the circumstances of which shall place them on similar ground with those before it, the President would think Compensation equally incumbent on the United States.

Instructions are given to the Governors of the different States to use all the means in their Power for restoring Prizes of this last description found within their Ports. Though they will of course take measures to be informed of them, and the General Government has given them the aid of the Custom-house Officers for this purpose, yet you will be sensible of the importance of multiplying the Channels of their Information as far as shall depend on yourself, or any person under your direction, in order that the Governors may use the means in their power, for making restitution. Without knowledge of the Capture they cannot restore it. It will always be best to give the notice to them directly: but any information which you shall be pleased to send to me also, at any time, shall be forwarded to them as quickly as distance will permit.

Hence you will perceive Sir, that, the President contemplates restitution or Compensation in the Case before the 7<sup>th</sup> August, and after that date restitution if it can be effected by any means in our power: And that it will be important that you should substantiate the fact, that such prizes are in our Ports or waters.

Your List of the Privateers illicitly armed in our ports, is, I believe Correct.

With respect to losses by detension, waste Spoilation sustained by vessels taken as before mentioned between the dates of June 5<sup>th</sup> and August 7<sup>th</sup> it is proposed as a provisional measure, that the Collector of the Customs of the district, and the British Consul, or any other person you please, shall appoint persons to establish the Value of the Vessel and Cargo, at the time of her Capture and of her arrival in the port into which She is brought, according to their value in that Port. If this shall be agreeable to you, and you will be pleased to signify it to me with the Names of the Prizes understood to be of this description Instructions will be given accordingly to the Collector of the Customs where the respective Vessels are.

I have the Honor to be &c

THO<sup>s</sup> JEFFERSON

## ADDITIONAL ARTICLE

It is further agreed between the said contracting parties, that the operation of so much of the twelfth Article of the said Treaty as respects the trade which his said Majesty thereby consents may be carried on between the United States and his Islands in the West Indies, in the manner and on the terms and conditions therein specified, shall be suspended.

## COMMERCE

*Article signed at Philadelphia May 4, 1796, explanatory to article 3 of Jay Treaty*<sup>1</sup>

*Senate advice and consent to ratification May 9, 1796*

*Ratified by the President of the United States May 9, 1796*

*Ratified by Great Britain July 1796*

*Ratifications exchanged at Philadelphia October 6, 1796*

*Entered into force October 6, 1796*

*Proclaimed by the President of the United States November 4, 1796*

8 Stat. 130; Treaty Series 106<sup>2</sup>

### EXPLANATORY ARTICLE

Whereas by the third Article of the treaty of amity, commerce and navigation concluded at London on the nineteenth day of November, one thousand seven hundred and ninety four, between his Britannic Majesty and the United States of America, it was agreed that it should at all times be free to his Majesty's subjects and to the Citizens of the United States, and also to the Indians dwelling on either side of the boundary-line assigned by the treaty of peace to the United States, freely to pass and repass by land or inland navigation, into the respective territories and Countries of the two contracting parties, on the continent of America (the country within the limits of the Hudson's bay company only excepted) and to navigate all the Lakes, rivers and waters thereof, and freely to carry on trade and commerce with each other, subject to the provisions and limitations contained in the said Article: And Whereas by the eighth Article of the treaty of peace and friendship<sup>3</sup> concluded at Greenville on the third day of August, one thousand seven hundred and ninety five, between the United States and the Nations or tribes of Indians called the Wyandots, Delawares, Shawanoes, Ottawas, Chippewas, Putawatimies, Miamis, Eel-River, Weeas, Kickapoos, Piankashaws, and Kaskaskias, it was stipulated that no person should be permitted to reside at

<sup>1</sup> Art. 3 of Jay Treaty (TS 105, *ante*, p. 15), as far as it relates to certain Indians, appears to remain in force between the United States and Canada. In connection with termination of art. 3 in part, see *American Journal of International Law*, 1929, pp. 602 and 645; *Karnuth v. United States ex rel. Albro* (1929), 279 U.S. 231; *McCandless, Commissioner of Immigration v. United States ex rel. Diabo*, 25 F. (2d) 71, 72 (C.C.A. 3d, 1928); Hackworth's *Digest of International Law*, vol. III, pp. 753-755 and vol. V, pp. 379-383.

<sup>2</sup> For a detailed study of this article, see 2 Miller 346.

<sup>3</sup> 7 Stat. 49.

any of the towns or hunting Camps of the said Indian tribes as a trader, who is not furnished with a license for that purpose, under the authority of the United States: Which latter stipulation has excited doubts whether in its operation it may not interfere with the due execution of the said third Article of the treaty of amity, commerce and navigation: And it being the sincere desire of his Britannic Majesty and of the United States that this point should be so explained as to remove all doubts, and promote mutual satisfaction and friendship: And for this purpose his Britannic Majesty having named for his Commissioner, Phineas Bond Esquire his Majesty's Consul-General for the middle and southern States of America (and now his Majesty's chargé d'affaires to the United States) and the President of the United States having named for their Commissioner Timothy Pickering Esquire, Secretary of State of the United States, to whom, agreeably to the laws of the United States he has intrusted this negotiation; They the said Commissioners, having communicated to each other their full powers, have in virtue of the same, and conformably to the spirit of the last Article of the said treaty of Amity, Commerce, and Navigation, entered into this explanatory Article, and do by these presents explicitly Agree and declare, That no stipulations in any treaty subsequently concluded by either of the contracting parties with any other State or Nation, or with any Indian tribe, can be understood to derogate in any manner from the rights of free intercourse and commerce secured by the aforesaid third Article of the treaty of Amity, commerce and navigation, to the subjects of his Majesty and to the Citizens of the United States and to the Indians dwelling on either side of the boundary-line aforesaid; but that all the said persons shall remain at full liberty freely to pass and repass by land or inland navigation, into the respective territories and countries of the contracting parties, on either side of the said boundary-line, and freely to carry on trade and commerce with each other, according to the stipulations of the said third Article of the treaty of Amity, Commerce and Navigation.

This explanatory Article, when the same shall have been ratified by his Majesty, and by the President of the United States by and with the advice and consent of their Senate, and the respective ratifications mutually exchanged, shall be added to and make a part of the said treaty of amity, commerce and navigation, and shall be permanently binding upon his Majesty and the United States.

In Witness whereof We the said Commissioners of his Majesty the King of Great Britain and the United States of America, have signed this present explanatory Article, and thereto affixed our seals.

Done at Philadelphia, this fourth day of May, in the Year of our Lord, one thousand seven hundred and ninety six.

P. BOND	[SEAL]
TIMOTHY PICKERING	[SEAL]

## COMMERCE

*Article signed at London March 15, 1798, explanatory to article 5 of Jay Treaty*

*Ratified by Great Britain March 15, 1798*

*Senate advice and consent to ratification June 5, 1798*

*Ratified by the President of the United States June 7, 1798*

*Ratifications exchanged at Philadelphia June 9, 1798*

*Entered into force June 9, 1798*

*Terminated upon fulfillment of its terms*

8 Stat. 131 ; Treaty Series 107 <sup>1</sup>

### EXPLANATORY ARTICLE

Whereas by the Twenty Eighth Article of the Treaty of Amity, Commerce and Navigation, between His Britannick Majesty, and the United States, signed at London on the Nineteenth day of November, One Thousand Seven Hundred and Ninety Four,<sup>2</sup> it was agreed, that the contracting Parties would from Time to Time, readily treat of and concerning such further Articles, as might be proposed, that they would sincerely endeavour so to form such Articles, as that they might conduce to mutual Convenience, and tend to promote mutual Satisfaction and Friendship; and that such Articles, after having been duly ratified should be added to and make a Part of that Treaty: And whereas Difficulties have arisen with respect to the Execution of so much of the Fifth Article of the said Treaty as requires that the Commissioners appointed under the same should in their Description particularize the Latitude and Longitude of the source of the River which may be found to be the one truly intended in the Treaty of Peace between His Britannick Majesty and the United States under the name of the River S<sup>t</sup> Croix, by reason whereof it is expedient that the said Commissioners should be released from the obligation of conforming to the Provisions of the said Article in this respect. The Undersigned being respectively named by His Britannick Majesty and the United States of America their Plenipotentiaries for the Purpose of treating of and concluding such Articles as may be proper to be added to the said Treaty in conformity to the above-mentioned Stipulation and having communicated to each other their respective full Powers have agreed and concluded and do

<sup>1</sup> For a detailed study of this article, see 2 Miller 427.

<sup>2</sup> TS 105, *ante*, p. 13.

hereby declare in the name of His Britannick Majesty and of the United States of America—That the Commissioners appointed under the fifth Article of the above-mentioned Treaty shall not be obliged to particularize in their Description, the Latitude and Longitude of the source of the River which may be found to be the one truly intended in the aforesaid Treaty of Peace, under the name of the River S<sup>t</sup> Croix, but they shall be at liberty to describe the said River in such other manner as they may judge expedient which Description shall be considered as a compleat Execution of the Duty required of the said Commissioners in this respect by the article aforesaid. And to the end that no uncertainty may hereafter exist on this subject, it is further Agreed, That as soon as may be after the decision of the said Commissioners, measures shall be concerted between the Government of the United States and His Britannick Majesty's Governors or Lieutenant Governors in America, in order to erect and keep in repair a suitable monument at the place ascertain'd and described to be the source of the said River S<sup>t</sup> Croix, which measures shall immediately thereupon, and as often afterwards as may be requisite, be duly executed on both sides with punctuality and good Faith.

This Explanatory Article when the same shall have been ratified by His Majesty and by the President of the United States, by and with the advice and consent of their Senate, and the respective ratifications mutually exchanged shall be added to and make a part of the Treaty of Amity, Commerce and Navigation between His Majesty and the United States, signed at London on the nineteenth day of November One Thousand Seven Hundred and Ninety Four and shall be permanently binding upon His Majesty and the United States.

In witness whereof We the said undersigned Plenipotentiaries of His Britannick Majesty and the United States of America have signed this present Article and have caused to be affixed thereto the Seal of Our Arms. Done at London this Fifteenth Day of March, One Thousand Seven Hundred and Ninety Eight.

GRENVILLE	[SEAL]
RUFUS KING	[SEAL]

## CLAIMS

*Convention signed at London January 8, 1802, supplementing articles 6  
and 7 of Jay Treaty and article 4 of treaty of September 3, 1783*  
*Senate advice and consent to ratification April 26, 1802*  
*Ratified by the President of the United States April 27, 1802*  
*Proclaimed by the President of the United States April 27, 1802*  
*Ratified by Great Britain July 10, 1802*  
*Ratifications exchanged at London July 15, 1802*  
*Entered into force July 15, 1802*  
*Terminated upon fulfillment of its terms*

8 Stat. 196; Treaty Series 108<sup>1</sup>

Difficulties having arisen in the Execution of the Sixth Article of the Treaty of Amity, Commerce and Navigation, concluded at London, on the Fourth [19th] Day of November, One Thousand Seven Hundred and Ninety Four,<sup>2</sup> between His Britannic Majesty and the United States of America, and in consequence thereof, the Proceedings of the Commissioners under the Seventh Article of the same Treaty, having been suspended, the Parties to the said Treaty being equally desirous, as far as may be, to obviate such Difficulties, have respectively named Plenipotentiaries to treat and agree respecting the same, that is to say, His Britannic Majesty has named for His Plenipotentiary, The Right Honourable Robert Banks Jenkinson, commonly called Lord Hawkesbury, One of His Majesty's Most Honourable Privy Council, and His Principal Secretary of State for Foreign Affairs; and The President of the United States, by and with the Advice and Consent of the Senate thereof, has named for their Plenipotentiary, Rufus King Esquire, Minister Plenipotentiary of the said United States to His Britannic Majesty who have agreed to and concluded the following Articles:

### ARTICLE, I<sup>st</sup>

In Satisfaction and Discharge of the Money which the United States might have been liable to pay in Pursuance of the Provisions of the said Sixth Article, which is hereby declared to be cancelled and annulled, except so far as the same may relate to the Execution of the said Seventh Article; the

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<sup>1</sup> For a detailed study of this convention, see 2 Miller 488.

<sup>2</sup> TS 105, *ante*, p. 13.

United States of America hereby engage to pay, and His Britannic Majesty consents to accept for the Use of the Persons described in the said Sixth Article, the Sum of Six Hundred Thousand Pounds Sterling, payable at the Times and Place, and in the Manner following, that is to say, the said Sum of Six Hundred Thousand Pounds Sterling shall be paid at the City of Washington, in three annual Instalments of Two Hundred Thousand Pounds Sterling each, and to such Person or Persons as shall be authorized by His Britannic Majesty to receive the same; the first of the said Instalments to be paid at the Expiration of One Year; the second Instalment at the Expiration of two Years; and the third and last Instalment at the Expiration of three Years next following the Exchange of the Ratifications of this Convention. And to prevent any Disagreement concerning the Rate of Exchanges the said Payments shall be made in the Money of the said United States, reckoning Four Dollars and Forty-Four Cents to be equal to one Pound Sterling.

#### ARTICLE, II<sup>d</sup>

Whereas it is agreed by the Fourth Article of the Definitive Treaty of Peace, concluded at Paris, on the Third Day of September, One Thousand Seven Hundred and Eighty Three,<sup>3</sup> between His Britannic Majesty and the United States, that Creditors on either Side should meet with no lawful Impediment to the Recovery of the full Value in Sterling Money, of all bonâ Fide Debts theretofore contracted, it is hereby declared that the said fourth Article, so far as respects its future Operation, is hereby recognized, confirmed and declared to be binding and obligatory on His Britannic Majesty and the said United States, and the same shall be accordingly observed with punctuality and good Faith, and so as that the said Creditors shall hereafter meet with no lawful Impediment to the Recovery of the full Value in Sterling Money of their bonâ Fide Debts.

#### ARTICLE, III<sup>d</sup>

It is furthermore agreed and concluded that the Commissioners appointed in pursuance of the Seventh Article of the said Treaty of Amity, Commerce and Navigation, and whose Proceedings have been suspended as aforesaid, shall immediately after the Signature of this Convention, re-assemble and proceed in the Execution of their Duties according to the Provisions of the said seventh Article, except only that instead of the Sums awarded by the said Commissioners being made payable at the Time or Times by them appointed, all Sums of Money by them awarded to be paid to American or British Claimants, according to the Provisions of the said Seventh Article, shall be made payable in three equal Instalments, the first whereof, to be paid at the Expiration of one Year; the second at the Expiration of two

<sup>3</sup> TS 104, *ante*, p. 8.

Years; and the third and last at the Expiration of three Years next after the Exchange of the Ratifications of this Convention.

ARTICLE, IV<sup>th</sup>

This Convention, when the same shall have been ratified by His Majesty, and by the President of the United States, by and with the advice and consent of the Senate thereof, and the respective Ratifications duly exchanged, shall be binding and obligatory upon His Majesty and the said United States.

In Faith whereof, We the Undersigned Plenipotentiaries, of His Britannic Majesty, and of the United States of America, by virtue of Our respective Full Powers, have signed the present Convention, and have caused the Seals of Our Arms to be affixed thereto.

Done at London, the Eighth Day of January, One Thousand Eight Hundred and Two.

HAWKESBURY	[SEAL]
RUFUS KING	[SEAL]

## PEACE AND AMITY (TREATY OF GHENT)

*Treaty signed at Ghent December 24, 1814*

*Ratified by Great Britain December 31, 1814*

*Senate advice and consent to ratification February 16, 1815*

*Ratified by the President of the United States February 17, 1815*

*Ratifications exchanged at Washington February 17, 1815*

*Entered into force February 17, 1815*

*Proclaimed by the President of the United States February 18, 1815*

8 Stat. 218; Treaty Series 109 <sup>1</sup>

His Britannic Majesty and the United States of America desirous of terminating the War which has unhappily subsisted between the two Countries and of restoring upon principles of perfect reciprocity, Peace, Friendship and good Understanding between them, have for that purpose appointed their respective Plenipotentiaries, that is to say, His Britannic Majesty on his part, has appointed the Right Honourable James Lord Gambier, late Admiral of the White, now Admiral of the Red Squadron of His Majesty's Fleet; Henry Goulburn Esquire, a Member of the Imperial Parliament and Under Secretary of State; and William Adams Esquire, Doctor of Civil Laws: and the President of the United States by and with the advice and consent of the Senate thereof has appointed John Quincy Adams, James A. Bayard, Henry Clay, Jonathan Russell and Albert Gallatin Citizens of the United States; who after a reciprocal communication of their respective Full Powers have agreed upon the following articles.

### ARTICLE THE FIRST <sup>2</sup>

There shall be a firm and universal Peace between His Britannic Majesty and the United States and between their respective Countries, Territories, Cities, Towns and people, of every degree without exception of places or persons. All hostilities both by Sea and land shall cease as soon as this Treaty shall have been ratified by both parties as hereinafter mentioned. All territory, places and possessions whatsoever taken by either party from the other during the War, or which may be taken after the signing of this Treaty

<sup>1</sup> For a detailed study of this treaty, see 2 Miller 574.

<sup>2</sup> For a convention signed at St. Petersburg July 12, 1822, under mediation of Emperor of Russia, for determining indemnification under decision of Emperor of Russia as to true construction of first article, see TS 114, *post*, p. 61.

excepting only the Islands hereinafter mentioned shall be restored without delay and without causing any destruction or carrying away any of the Artillery or other public property originally captured in the said forts or places and which shall remain therein upon the Exchange of the Ratifications of this Treaty or any Slaves<sup>3</sup> or other private property. And all Archives, Records, Deeds and Papers either of a public nature or belonging to private persons, which in the course of the War may have fallen into the hands of the officers of either party, shall be as far as may be practicable forthwith restored and delivered to the proper authorities and persons to whom they respectively belong. Such of the Islands in the Bay of Passamaquoddy as are claimed by both parties shall remain in the possession of the party in whose occupation they may be at the time of the Exchange of the Ratifications of this Treaty until the decision respecting the title to the said Islands shall have been made in conformity with the fourth Article of this Treaty. No disposition made by this Treaty as to such possession of the Islands and territories claimed by both parties shall in any manner whatever be construed to affect the right of either.

#### ARTICLE THE SECOND

Immediately after the ratifications of this Treaty by both parties as hereinafter mentioned, orders shall be sent to the Armies, Squadrons, Officers, Subjects and Citizens of the two Powers to cease from all hostilities: and to prevent all causes of complaint which might arise on account of the prizes which may be taken at Sea after the said ratifications of this Treaty, it is reciprocally agreed that all vessels and effects which may be taken after the space of twelve days from the said Ratifications upon all parts of the Coast of North America from the Latitude of Twenty three degrees North to the Latitude of Fifty degrees North and as far eastward in the Atlantic Ocean as the Thirty sixth degree of West Longitude from the Meridian of Greenwich shall be restored on each side:—that the time shall be thirty days in all other parts of the Atlantic Ocean North of the Equinoctial line or Equator:—and the same time for the British and Irish Channels, for the Gulf of Mexico, and all parts of the West Indies:—forty days for the North Seas, for the Baltic, and for all parts of the Mediterranean:—sixty days for the Atlantic Ocean South of the Equator, as far as the Latitude of the Cape of Good Hope:—ninety days for every other part of the World South of the Equator and one hundred and twenty days for all other parts of the World without exception.

#### ARTICLE THE THIRD

All Prisoners of War taken on either side as well by land as by sea shall be restored as soon as practicable after the Ratifications of this Treaty as hereinafter mentioned on their paying the debts which they may have contracted during their captivity. The two Contracting Parties respectively

<sup>3</sup> See also convention of Oct. 20, 1818 (TS 112), *post*, p. 59.

engage to discharge in specie the advances which may have been made by the other for the sustenance and maintenance of such prisoners.

#### ARTICLE THE FOURTH

Whereas it was stipulated by the second Article in the Treaty of peace of One thousand seven hundred and eighty three <sup>4</sup> between His Britannic Majesty and the United States of America that the Boundary of the United States should comprehend all Islands within Twenty Leagues of any part of the Shores of the United States and lying between lines to be drawn due East from the points where the aforesaid boundaries between Nova Scotia on the one part and East Florida on the other shall respectively touch the Bay of Fundy and the Atlantic Ocean, excepting such Islands as now are, or heretofore have been, within the limits of Nova Scotia, and whereas the several Islands in the Bay of Passamaquoddy, which is part of the Bay of Fundy, and the Island of Grand Menan in the said Bay of Fundy, are claimed by the United States as being comprehended within their aforesaid Boundaries, which said Islands are claimed as belonging to His Britannic Majesty as having been at the time of, and previous to, the aforesaid Treaty of one Thousand seven hundred and eighty three within the limits of the Province of Nova Scotia: In order therefore finally to decide upon these claims it is agreed that they shall be referred to two Commissioners to be appointed in the following manner viz: One Commissioner shall be appointed by His Britannic Majesty, and one by the President of the United States by and with the advice and consent of the Senate thereof and the said two Commissioners so appointed shall be sworn impartially to examine and decide upon the said claims according to such evidence as shall be laid before them on the part of His Britannic Majesty and of the United States respectively. The said Commissioners shall meet at S<sup>t</sup> Andrews in the Province of New Brunswick and shall have power to adjourn to such other place or places as they shall think fit. The said Commissioners shall by a declaration or report under their hands and seals decide to which of the two Contracting Parties the several Islands aforesaid do respectively belong in conformity with the true intent of the said Treaty of Peace of one thousand seven hundred and eighty three. And if the said Commissioners shall agree in their decision both parties shall consider such decision as final and conclusive.<sup>5</sup> It is further agreed that in event of the Two Commissioners differing upon all or any of the matters so referred to them, or in the event of both or either of the said Commissioners refusing or declining or wilfully omitting to act as such they shall make jointly or separately a report or reports as well to the Government of His Britannic Majesty as to that of the United States stating in detail the points on which they differ, and the grounds upon which their respective

<sup>4</sup> TS 104, *ante*, p. 8.

<sup>5</sup> For text of decision signed at New York, Nov. 24, 1817, see 8 Stat. 250; TS 111.

opinions have been formed, or the grounds upon which they or either of them have so refused, declined or omitted to act. And His Britannic Majesty and the Government of the United States hereby agree to refer the report or reports of the said Commissioners to some friendly Sovereign or State to be then named for that purpose, and who shall be requested to decide on the differences which may be stated in the said report or reports or upon the report of one Commissioner together with the grounds upon which the other Commissioner shall have refused, declined or omitted to act as the case may be. And if the Commissioner so refusing, declining or omitting to act shall also wilfully omit to state the grounds upon which he has so done in such manner that the said statement may be referred to such friendly Sovereign or State together with the report of such other Commissioner then such Sovereign or State shall decide *ex parte* upon the said report alone. And His Britannic Majesty and the Government of the United States engage to consider the decision of such friendly sovereign or state to be final and conclusive on all the matters so referred.

#### ARTICLE THE FIFTH

Whereas neither that point of the Highlands lying due North from the source of the River S<sup>t</sup> Croix and designated in the former Treaty of Peace between the two Powers as the North West Angle of Nova Scotia, nor the North Westernmost head of Connecticut River has yet been ascertained; and whereas that part of the boundary line between the Dominions of the Two Powers which extends from the source of the River S<sup>t</sup> Croix directly North to the abovementioned North West Angle of Nova Scotia, thence along the said Highlands which divide those Rivers that empty themselves into the River S<sup>t</sup> Lawrence from those which fall into the Atlantic Ocean to the North Westernmost head of Connecticut River, thence down along the middle of that River to the forty fifth degree of North Latitude, thence by a line due west on said Latitude until it strikes the River Iroquois or Cataraguay, has not yet been surveyed: it is agreed that for these several purposes two Commissioners shall be appointed, sworn, and authorized to act exactly in the manner directed with respect to those mentioned in the next preceding Article unless otherwise specified in the present Article: The said Commissioners shall meet at S<sup>t</sup> Andrews in the Province of New Brunswick and shall have power to adjourn to such other place or places as they shall think fit. The said Commissioners shall have power to ascertain and determine the points abovementioned in conformity with the provisions of the said Treaty of peace of one thousand seven hundred and eighty three and shall cause the boundary aforesaid from the source of the river S<sup>t</sup> Croix to the River Iroquois or Cataraguay to be surveyed and marked according to the said provisions. The said Commissioners shall make a map of the said boundary and annex to it a declaration under their hands and seals certifying it to be the true Map of the said Boundary, and particularizing the latitude

and longitude of the North West Angle of Nova Scotia, of the North Westernmost head of Connecticut River, and of such other points of the said boundary as they may deem proper. And both parties agree to consider such map and declaration as finally and conclusively fixing the said Boundary. And in the event of the said two Commissioners differing, or both, or either of them refusing, declining or wilfully omitting to act, such reports, declarations or statements shall be made by them or either of them, and such reference to a friendly Sovereign or State shall be made in all respects as in the latter part of the fourth Article is contained and in as full a manner as if the same was herein repeated.

#### ARTICLE THE SIXTH

Whereas by the former Treaty of Peace that portion of the boundary of the United States from the point where the forty fifth degree of North Latitude strikes the River Iroquois or Cataraquy to the Lake Superior was declared to be "along the middle of said River into Lake Ontario, through the middle of said Lake until it strikes the communication by water between that Lake and Lake Erie thence along the middle of said communication into Lake Erie through the middle of said Lake until it arrives at the water communication into the Lake Huron; thence through the middle of said lake to the water communication between that lake and Lake Superior:" and whereas doubts have arisen what was the middle of the said River, Lakes and water communications and whether certain Islands lying in the same were within the dominions of His Britannic Majesty or of the United States: In order therefore finally to decide these doubts, they shall be referred to two Commissioners to be appointed, sworn and authorized to act exactly in the manner directed with respect to those mentioned in the next preceding Article unless otherwise specified in this present Article. The said Commissioners shall meet in the first instance at Albany in the State of New York and shall have power to adjourn to such other place or places as they shall think fit. The said Commissioners shall by a report or declaration under their hands and seals designate the boundary through the said river, lakes, and water communications and decide to which of the two Contracting Parties the several Islands lying within the said Rivers, Lakes and water communications do respectively belong in conformity with the true intent of the said Treaty of one thousand seven hundred eighty three. And both parties agree to consider such designation and decision as final and conclusive.<sup>6</sup> And in the event of the said two Commissioners differing or both or either of them refusing, declining or wilfully omitting to act such reports, declarations or statements shall be made by them or either of them, and such reference to a friendly sovereign or State shall be made in all respects as in the latter part of the Fourth Article is contained and in as full a manner as if the same was herein repeated.

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<sup>6</sup> For text of declaration signed at Utica, N.Y., June 18, 1822, see 8 Stat. 274; TS 113.

## ARTICLE THE SEVENTH

It is further agreed that the said two last mentioned Commissioners after they shall have executed the duties assigned to them in the preceding Article, shall be and they are hereby authorized upon their oaths impartially to fix and determine according to the true intent of the said Treaty of Peace of one thousand seven hundred and eighty three, that part of the boundary between the dominions of the two Powers, which extends from the water communication between Lake Huron and Lake Superior to the most North Western point of the Lake of the Woods;—to decide to which of the two Parties the several Islands lying in the Lakes, water communications, and Rivers forming the said boundary do respectively belong in conformity with the true intent of the said Treaty of Peace of one thousand seven hundred and eighty three and to cause such parts of the said boundary as require it to be surveyed and marked. The said Commissioners shall by a report or declaration under their hands and seals designate the boundary aforesaid, state their decision on the points thus referred to them, and particularize the Latitude and Longitude of the most North Western point of the Lake of the Woods, and of such other parts of the said boundary as they may deem proper. And both parties agree to consider such designation and decision as final and conclusive. And in the event of the said two Commissioners differing or both or either of them refusing, declining or wilfully omitting to act such reports, declarations or statements shall be made by them or either of them and such reference to a friendly Sovereign or State shall be made in all respects as in the latter part of the fourth Article is contained and in as full a manner as if the same was herein repeated.

## ARTICLE THE EIGHTH

The several boards of two Commissioners mentioned in the four preceding Articles shall respectively have power to appoint a Secretary, and to employ such surveyors or other persons as they shall judge necessary. Duplicates of all their respective reports, declarations, statements and decisions, and of their accounts, and of the Journal of their proceedings shall be delivered by them to the Agents of His Britannic Majesty and to the Agents of the United States who may be respectively appointed and authorized to manage the business on behalf of their respective governments. The said Commissioners shall be respectively paid in such manner as shall be agreed between the two contracting parties, such agreement being to be settled at the time of the Exchange of the Ratifications of this Treaty.<sup>7</sup> And all other expenses attending the said Commissions shall be defrayed equally by the two parties. And in the case of death, sickness, resignation or necessary absence the place of every such Commis-

<sup>7</sup> The certificate of exchange of ratifications embodied an agreement "to arrange the payment of the Commissioners . . . on the same principles as were observed in carrying into Execution the Treaty of one thousand seven hundred and ninety four [TS 105, *ante*, p. 13] . . . that is, the expense to be equally borne by the two Governments . . ."

sioner respectively shall be supplied in the same manner as such Commissioner was first appointed, and the new Commissioner shall take the same oath or affirmation, and do the same duties. It is further agreed between the two Contracting Parties that in case any of the Islands mentioned in any of the preceding Articles, which were in the possession of one of the parties prior to the commencement of the present War between the two Countries should by the decision of any of the boards of Commissioners aforesaid, or of the Sovereign or State so referred to as in the four next preceding Articles contained fall within the dominions of the other party, all grants of Land made previous to the commencement of the War by the party having had such possession shall be as valid as if such Island or Islands had by such decision or decisions been adjudged to be within the dominions of the party having had such possession.

#### ARTICLE THE NINTH

The United States of America engage to put an end immediately after the ratification of the present Treaty to hostilities with all the Tribes or Nations of Indians with whom they may be at war at the time of such ratification and forthwith to restore to such Tribes or Nations respectively all the possessions, rights and privileges which they may have enjoyed or been entitled to in one thousand eight hundred and eleven previous to such hostilities. Provided always that such Tribes or Nations shall agree to desist from all hostilities against the United States of America, their Citizens and Subjects, upon the ratification of the present Treaty being notified to such Tribes or Nations, and shall so desist accordingly. And His Britannic Majesty engages on his part to put an end immediately after the ratification of the present Treaty to hostilities with all the Tribes or Nations of Indians with whom He may be at War at the time of such Ratification, and forthwith to restore to such Tribes or Nations respectively all the possessions, rights and privileges which they may have enjoyed or been entitled to in one thousand eight hundred and eleven previous to such hostilities. Provided always that such Tribes or Nations shall agree to desist from all hostilities against His Britannic Majesty and His Subjects upon the ratification of the present Treaty being notified to such Tribes or Nations, and shall so desist accordingly.

#### ARTICLE THE TENTH

Whereas the traffic in Slaves is irreconcilable with the principles of humanity and Justice and whereas both His Majesty and the United States are desirous of continuing their efforts to promote its entire abolition, it is hereby agreed that both the contracting parties shall use their best endeavours to accomplish so desirable an object.

## ARTICLE THE ELEVENTH

This Treaty when the same shall have been ratified on both sides without alteration by either of the Contracting parties, and the Ratifications mutually exchanged, shall be binding on both parties, and the Ratifications shall be exchanged at Washington in the space of four Months from this day or sooner if practicable.

In faith whereof We the respective Plenipotentiaries have signed this Treaty, and have thereunto affixed our Seals.

Done in triplicate at Ghent the twenty fourth day of December one thousand eight hundred and fourteen.

GAMBIER	[SEAL]
HENRY GOULBURN	[SEAL]
WILLIAM ADAMS	[SEAL]
JOHN QUINCY ADAMS	[SEAL]
J. A. BAYARD	[SEAL]
H. CLAY	[SEAL]
JON <sup>a</sup> RUSSELL	[SEAL]
ALBERT GALLATIN	[SEAL]

## COMMERCE AND NAVIGATION

*Convention signed at London July 3, 1815, with British declaration of November 24, 1815*

*Entered into force July 3, 1815*

*Ratified by Great Britain July 31, 1815*

*Senate advice and consent to ratification, subject to exception contained in British declaration, December 19, 1815*

*Ratified by the President of the United States December 21, 1815*

*Ratifications exchanged at Washington December 22, 1815*

*Proclaimed by the President of the United States December 22, 1815*

*Extended for 10 years by convention of October 20, 1818; <sup>1</sup> indefinitely by convention of August 6, 1827 <sup>2</sup>*

*Article IV superseded September 7, 1952, by consular convention of June 6, 1951 <sup>3</sup>*

8 Stat. 228; Treaty Series 110 <sup>4</sup>

### A CONVENTION TO REGULATE THE COMMERCE BETWEEN THE TERRITORIES OF THE UNITED STATES AND OF HIS BRITANNICK MAJESTY

The United States of America and His Britannick Majesty being desirous, by a Convention, to regulate the Commerce and Navigation, between their respective Countries, Territories, and people, in such a manner as to render the same reciprocally beneficial and satisfactory, Have respectively named Plenipotentiaries and given them full powers to treat of and conclude such Convention that is to say The President of the United States by and with the advice and consent of the Senate thereof hath appointed for their Plenipotentiaries John Quincy Adams, Henry Clay, and Albert Gallatin Citizens of the United States, And His Royal Highness The Prince Regent acting in the name & on the behalf of His Majesty has named for His Plenipotentiaries The Right Honourable Frederick John Robinson Vice president of the Committee of Privy Council for Trade and Plantations, Joint Paymaster of His Majesty's Forces, and a Member of the Imperial Parliament, Henry Goulburn Esquire, a Member of the Imperial Parliament and Under Secretary of State, and William Adams Esquire, Doctor of Civil Laws, and the

<sup>1</sup> TS 112, *post*, p 59.

<sup>2</sup> TS 117, *post*, p. 76.

<sup>3</sup> 3 UST 3426; TIAS 2494.

<sup>4</sup> For a detailed study of this convention, see 2 Miller 595.

said Plenipotentiaries having mutually produced and shewn their said full powers, and exchanged copies of the same, have agreed on and concluded the following articles, *vide licet*.

#### ARTICLE THE FIRST

There shall be between the Territories of the United States of America and all the Territories of His Britannick Majesty in Europe a reciprocal liberty of Commerce. The Inhabitants of the two Countries respectively shall have liberty freely and securely to come with their ships and cargoes to all such places, Ports and Rivers in the Territories aforesaid to which other Foreigners are permitted to come, to enter into the same, and to remain and reside in any parts of the said Territories 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 but subject always to the Laws and Statutes of the two countries respectively.

#### ARTICLE THE SECOND

No higher or other Duties shall be imposed on the importation into the United States of any articles the growth, produce or Manufacture of His Britannick Majesty's Territories in Europe and no higher or other duties shall be imposed on the importation into the Territories of His Britannick Majesty in Europe 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 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 His Britannick Majesty's Territories in Europe 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 growth, produce or manufacture of the United States or of His Britannick Majesty's territories in Europe to or from the said Territories of His Britannick Majesty in Europe, or to or from the said United States, which shall not equally extend to all other Nations.

No higher or other duties or charges shall be imposed in any of the Ports of the United States on British Vessels, than those payable in the same ports by Vessels of the United States; nor in the ports of any of His Britannick Majesty's Territories in Europe on the Vessels of the United States than shall be payable in the same ports on British Vessels.

The same duties shall be paid on the importation into the United States of any articles the growth, produce, or manufacture of His Britannick Majesty's territories in Europe, whether such importation shall be in Vessels of the United States or in British Vessels, and the same duties shall be paid on the importation into the ports of any of His Britannick Majesty's Territories in

Europe of any article the growth, produce or manufacture of the United States whether such importation shall be in British vessels, or in 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 His Britannick Majesty's Territories in Europe to the United States whether such exportation shall be in vessels of the United States or in British Vessels, 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 to His Britannick Majesty's Territories in Europe whether such exportation shall be in British Vessels, or in Vessels of the United States.

It is further agreed that in all cases where Drawbacks are or may be allowed upon the reexportation of any Goods the growth, produce or manufacture of either Country respectively the amount of the said drawbacks shall be the same whether the said goods shall have been originally imported in a British or an American vessel—But when such reexportation shall take place from the United States in a British Vessel or from the Territories of His Britannick Majesty in Europe in an American Vessel to any other foreign Nation the two Contracting Parties reserve to themselves respectively the Right of regulating or diminishing in such case the amount of the said drawback.

The intercourse between the United States and His Britannick Majesty's possessions in the West Indies and on the Continent of North America shall not be affected by any of the provisions of this article, but each party shall remain in the complete possession of its rights with respect to such an Intercourse.<sup>5</sup>

#### ARTICLE THE THIRD

His Britannick Majesty agrees that the vessels of the United States of America shall be admitted and hospitably received at the principal settlements of the British Dominions in the East Indies vide licit, Calcutta, Madras, Bombay and Prince of Wales' Island, and that the Citizens of the said United States may freely carry on Trade between the said principal settlements and the said United States in all articles of which the importation & Exportation respectively to and from the said Territories shall not be entirely prohibited—provided only that it shall not be lawful for them in any time of War between the British Government and any State or Power whatever to export from the said Territories without the special permission of the British Government any military stores or Naval stores or Rice. The Citizens of the United States shall pay for their vessels when admitted no higher or other

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<sup>5</sup> By proclamation of President Andrew Jackson Oct. 5, 1830 (4 Stat. 817), and British Order in Council of Nov. 5, 1830 (*British and Foreign State Papers*, vol. 17, p. 893), the United States and Great Britain reciprocally removed the prohibitions, restrictions, and discriminations which each country had in effect against the vessels and products of the other country in navigation and commerce between the United States and the British possessions in the West Indies and America.

duty or charge than shall be payable on the vessels of the most favored European Nations and they shall pay no higher or other duties or charges on the importation or exportation of the Cargoes of the said Vessels than shall be payable on the same articles when imported or exported in the vessels of the most favored European Nations. But it is expressly agreed that the vessels of the United States shall not carry any articles from the said principal settlements to any Port or place Except to some Port or Place in the United States of America where the same shall be unladen.

It is also understood that the permission granted by this article is not to extend to allow the vessels of the United States to carry on any part of the Coasting Trade of the said British Territories, but the vessels of the United States having in the first instance proceeded to one of the said principal settlements of the British Dominions in the East Indies and then going with their Original Cargoes or part thereof from one of the said principal settlements to another shall not be considered as carrying on the Coasting Trade.

The Vessels of the United States may also touch for refreshment but not for commerce in the course of their Voyage to or from the British Territories in India, or to or from the Dominions of the Emperor of China, at the Cape of Good Hope, the Island of S<sup>t</sup> Helena <sup>o</sup> or such other places as may be in the possession of Great Britain in the African or Indian Seas, it being well understood that in all that regards this article The Citizens of the United States shall be subject in all respects to the Laws and regulations of the British Government from time to time Established.

#### ARTICLE THE FOURTH

It shall be free for each of the two Contracting Parties respectively to appoint Consuls for the protection of Trade to reside in the dominions and 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 it is hereby declared that in case of illegal or improper conduct towards the Laws or Government of the Country to which He is sent such Consul may either be punished according to Law if the Laws will reach the case or be sent back the offended Government assigning to the other the reasons for the same.

It is hereby declared that either of the contracting parties may except from the residence of Consuls such particular places as such Party shall judge fit to be so excepted.

#### ARTICLE THE FIFTH

This Convention, when the same shall have been duly ratified by the President of the United States by and with the advice and consent of their Senate and by His Britannick Majesty and the respective ratifications mu-

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<sup>o</sup> See also British declaration, p. 53.

tually Exchanged shall be binding and obligatory on the said United States and His Majesty for four Years <sup>7</sup> from the date of its Signature and the Ratifications shall be exchanged in six months from this time or sooner if possible.

Done at London this third day of July in the year of our Lord one Thousand eight Hundred and Fifteen.

JOHN QUINCY ADAMS	[SEAL]
H. CLAY	[SEAL]
ALBERT GALLATIN	[SEAL]
FREDERICK JOHN ROBINSON	[SEAL]
HENRY GOULBURN	[SEAL]
WILLIAM ADAMS	[SEAL]

#### BRITISH DECLARATION <sup>8</sup>

The Undersigned, His Britannick Majesty's Chargé d'Affaires in the United States of America, is commanded by His Royal Highness the Prince Regent, acting in the name and on the behalf of His Majesty, to explain and declare upon the Exchange of the Ratifications of the Convention concluded at London on the third of July of the present year, for regulating the Commerce and Navigation between the two Countries, That in consequence of events which have happened in Europe subsequent to the signature of the Convention aforesaid, it has been deemed expedient and determined in conjunction with the Allied Sovereigns, that S<sup>t</sup> Helena shall be the place allotted for the future residence of General Napoleon Buonaparte, under such regulations as may be necessary for the perfect security of his person; and it has been resolved, for that purpose, that all ships and vessels whatever, as well British Ships and Vessels as others, excepting only ships belonging to the East India Company shall be excluded from all Communication with or approach to that Island.

It has therefore, become impossible to comply with so much of the third Article of the Treaty as relates to the liberty of touching for refreshment at the Island of S<sup>t</sup> Helena, and the Ratifications of the said Treaty will be exchanged under the explicit Declaration and Understanding that the Vessels of the United States cannot be allowed to touch at, or hold any communication whatever with the said Island, so long as the said Island shall continue to be the place of residence of the said Napoleon Buonaparte.

ANTHONY S<sup>t</sup> JNO BAKER

WASHINGTON, *November 24, 1815.*

<sup>7</sup> Extended for 10 years by convention of Oct. 20, 1818 (TS 112, *post*, p. 57), and further extended indefinitely by convention of Aug. 6, 1827 (TS 117, *post*, p. 76).

<sup>8</sup> After the death of Napoleon Bonaparte on May 5, 1821, the British Government, under date of July 30, 1821, notified the American Minister at London of discontinuance of the restriction stated in this declaration.

## NAVAL FORCES ON THE AMERICAN LAKES (RUSH-BAGOT AGREEMENT)

*Exchange of notes at Washington April 28 and 29, 1817*

*Entered into force April 29, 1817*

*Senate advice and consent to ratification April 16, 1818*

*Proclaimed by the President of the United States April 28, 1818*

8 Stat. 231 ; Treaty Series 110½ <sup>1</sup>

*The British Minister to the Acting Secretary of State*

WASHINGTON

*April 28, 1817*

The Undersigned, His Britannick Majesty's Envoy Extraordinary and Minister Plenipotentiary, has the honour to acquaint M<sup>r</sup> Rush, that having laid before His Majesty's Government the correspondence which passed last year between the Secretary of the Department of State and the Undersigned upon the subject of a proposal to reduce the Naval Force of the respective Countries upon the American Lakes, he has received the Commands of His Royal Highness The Prince Regent to acquaint the Government of the United States, that His Royal Highness is willing to accede to the proposition made to the Undersigned by the Secretary of the Department of State in his note of the 2<sup>d</sup> of August last.

His Royal Highness, acting in the name and on the behalf of His Majesty, agrees, that the Naval Force to be maintained upon the American Lakes by His Majesty and the Government of the United States shall henceforth be confined to the following Vessels on each side—that is

On Lake Ontario to one Vessel not exceeding one hundred Tons burthen and armed with one eighteen pound cannon.

On the Upper Lakes to two Vessels not exceeding like burthen each and armed with like force.

On the Waters of Lake Champlain to one Vessel not exceeding like burthen and armed with like force.

And His Royal Highness agrees, that all other armed Vessels on these Lakes shall be forthwith dismantled, and that no other Vessels of War shall be there built or armed.

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<sup>1</sup> For a detailed study of this agreement, see 2 Miller 645.

His Royal Highness further agrees, that if either Party should hereafter be desirous of annulling this Stipulation, and should give notice to that effect to the other Party, it shall cease to be binding after the expiration of six months from the date of such notice.

The Undersigned has it in command from His Royal Highness the Prince Regent to acquaint the American Government, that His Royal Highness has issued Orders to His Majesty's Officers on the Lakes directing, that the Naval Force so to be limited shall be restricted to such Services as will in no respect interfere with the proper duties of the armed Vessels of the other Party.

The Undersigned has the honour to renew to M<sup>r</sup> Rush the assurances of his highest consideration.

CHARLES BAGOT

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*The Acting Secretary of State to the British Minister*

DEPARTMENT OF STATE,  
*April 29, 1817*

The Undersigned, acting Secretary of State, has the honor to acknowledge the receipt of M<sup>r</sup> Bagot's note of the 28<sup>th</sup> of this month, informing him that, having laid before the Government of His Britannick Majesty, the correspondence which passed last year between the Secretary of State and himself upon the subject of a proposal to reduce the naval force of the two countries upon the American Lakes, he had received the commands of His Royal Highness The Prince Regent to inform this Government that His Royal Highness was willing to accede to the proposition made by the Secretary of State in his note of the second of August last.

The Undersigned has the honor to express to M<sup>r</sup> Bagot the satisfaction which The President feels at His Royal Highness The Prince Regent's having acceded to the proposition of this Government as contained in the note alluded to. And in further answer to M<sup>r</sup> Bagot's note, the Undersigned, by direction of The President, has the honor to state, that this Government, cherishing the same sentiments expressed in the note of the second of August, agrees, that the naval force to be maintained upon the Lakes by the United States and Great Britain shall, henceforth, be confined to the following vessels on each side,—that is:

On Lake Ontario to one vessel not exceeding One Hundred Tons burden, and armed with one eighteen-pound cannon. On the Upper Lakes to two vessels not exceeding the like burden each, and armed with like force, and on the waters of Lake Champlain to one vessel not exceeding like burden and armed with like force.

And it agrees, that all other armed vessels on these Lakes shall be forthwith dismantled, and that no other vessels of war shall be there built or armed. And it further agrees, that if either party should hereafter be desirous of annulling this stipulation and should give notice to that effect to the other party, it shall cease to be binding after the expiration of six months from the date of such notice.

The Undersigned is also directed by The President to state, that proper orders will be forthwith issued by this Government to restrict the naval force thus limited to such services as will in no respect interfere with the proper duties of the armed vessels of the other party.

The Undersigned eagerly avails himself of this opportunity to tender to M<sup>r</sup> Bagot the assurances of his distinguished consideration and respect.

RICHARD RUSH

## FISHERIES, BOUNDARY, AND RESTORATION OF SLAVES

*Convention signed at London October 20, 1818*

*Ratified by the United Kingdom November 2, 1818*

*Senate advice and consent to ratification January 25, 1819*

*Ratified by the President of the United States January 28, 1819*

*Ratifications exchanged at Washington January 30, 1819*

*Entered into force January 30, 1819*

*Proclaimed by the President of the United States January 30, 1819*

*Article III continued in force by convention of August 6, 1827*<sup>1</sup>

8 Stat. 248; Treaty Series 112<sup>2</sup>

The United States of America, and His Majesty The King of the United Kingdom of Great Britain and Ireland, desirous to cement the good Understanding which happily subsists between them, have, for that purpose, named their respective Plenipotentiaries, that is to say: The President of the United States, on his part, has appointed, Albert Gallatin, Their Envoy Extraordinary and Minister Plenipotentiary to the Court of France; and Richard Rush, Their Envoy Extraordinary and Minister Plenipotentiary to the Court of His Britannic Majesty:—And His Majesty has appointed The Right Honorable Frederick John Robinson, Treasurer of His Majesty's Navy, and President of the Committee of Privy Council for Trade and Plantations; and Henry Goulburn Esquire, one of His Majesty's Under Secretaries of State:—Who, after having exchanged their respective Full Powers, found to be in due and proper Form, have agreed to and concluded the following Articles.

### ARTICLE I

Whereas differences have arisen respecting the Liberty claimed by the United States for the Inhabitants thereof, to take, dry, and cure Fish on certain Coasts, Bays, Harbours, and Creeks of His Britannic Majesty's Dominions in America, it is agreed between The High Contracting Parties, that the Inhabitants of the said United States shall have forever, in common with the Subjects of His Britannic Majesty, the Liberty to take Fish of every kind on that part of the Southern Coast of Newfoundland which extends

<sup>1</sup> TS 116, *post*, p. 74.

<sup>2</sup> For a detailed study of this convention, see 2 Miller 658.

from Cape Ray to the Rameau Islands, on the Western and Northern Coast of Newfoundland, from the said Cape Ray to the Quirpon Islands on the Shores of the Magdalen Islands, and also on the Coasts, Bays, Harbours, and Creeks from Mount Joly on the Southern Coast of Labrador, to and through the Streights of Belleisle and thence Northwardly indefinitely along the Coast, without prejudice however, to any of the exclusive Rights of the Hudson Bay Company: and that the American Fishermen shall also have liberty forever, to dry and cure Fish in any of the unsettled Bays, Harbours, and Creeks of the Southern part of the Coast of Newfoundland hereabove described, and of the Coast of Labrador; but so soon as the same, or any Portion thereof, shall be settled, it shall not be lawful for the said Fishermen to dry or cure Fish at such Portion so settled, without previous agreement for such purpose with the Inhabitants, Proprietors, or Possessors of the Ground.—And the United States hereby renounce forever, any Liberty heretofore enjoyed or claimed by the Inhabitants thereof, to take, dry, or cure Fish on, or within three marine Miles of any of the Coasts, Bays, Creeks, or Harbours of His Britannic Majesty's Dominions in America not included within the above mentioned limits; provided however, that the American Fishermen shall be admitted to enter such Bays or Harbours for the purpose of Shelter and of repairing Damages therein, or purchasing Wood, and of obtaining Water, and for no other purpose whatever. But they shall be under such Restrictions as may be necessary to prevent their taking, drying or curing Fish therein, or in any other manner whatever abusing the Privileges hereby reserved to them.

## ARTICLE II

It is agreed that a Line drawn from the most North Western Point of the Lake of the Woods, along the forty Ninth Parallel of North Latitude, or, if the said Point shall not be in the Forty Ninth Parallel of North Latitude, then that a Line drawn from the said Point due North or South as the Case may be, until the said Line shall intersect the said Parallel of North Latitude, and from the Point of such Intersection due West along and with the said Parallel shall be the Line of Demarcation between the Territories of the United States, and those of His Britannic Majesty, and that the said Line shall form the Northern Boundary of the said Territories of the United States, and the Southern Boundary of the Territories of His Britannic Majesty, from the Lake of the Woods to the Stony Mountains.

## ARTICLE III

It is agreed, that any Country that may be claimed by either Party on the North West Coast of America, Westward of the Stony Mountains, shall, together with it's Harbours, Bays, and Creeks, and the Navigation of all

Rivers within the same, be free and open, for the term of ten years <sup>3</sup> from the date of the Signature of the Present Convention, to the Vessels, Citizens, and Subject of the Two Powers: it being well understood, that this Agreement is not to be construed to the Prejudice of any Claim, which either of the Two High Contracting Parties may have to any part of the said Country, nor shall it be taken to affect the Claims of any other Power or State to any part of the said Country; the only object of the High Contracting Parties, in that respect, being to prevent disputes and differences amongst Themselves.

#### ARTICLE IV

All the Provisions of the Convention “to regulate the Commerce between the Territories of the United States and of His Britannic Majesty” concluded at London on the third day of July in the year of our Lord one Thousand Eight Hundred and Fifteen,<sup>4</sup> with the exception of the Clause which limited its duration to Four years, & excepting also so far as the same was affected by the Declaration of His Majesty respecting the Island of S<sup>t</sup> Helena, are hereby extended and continued in force for the term of ten years from the date of the Signature of the present Convention, in the same manner, as if all the Provisions of the said Convention were herein specially recited.

#### ARTICLE V

Whereas it was agreed by the first Article of the Treaty of Ghent,<sup>5</sup> that “All Territory, Places, and Possessions whatsoever taken by either Party from the other during the War, or which may be taken after the signing of this Treaty, excepting only the Islands hereinafter mentioned, shall be restored without delay, and without causing any destruction, or carrying away any of the Artillery or other public Property originally captured in the said Forts or Places which shall remain therein upon the Exchange of the Ratifications of this Treaty, or any Slaves or other private Property”, and whereas under the aforesaid Article the United States claim for their Citizens, and as their private Property, the Restitution of, or full Compensation for all Slaves who, at the date of the Exchange of the Ratifications of the said Treaty, were in any Territory, Places, or Possessions whatsoever directed by the said Treaty to be restored to the United States, but then still occupied by the British Forces, whether such Slaves were, at the date aforesaid, on Shore, or on board any British Vessel lying in Waters within the Territory or Jurisdiction of the United States; and whereas differences have arisen, whether, by the true intent and meaning of the aforesaid Article of the Treaty of Ghent the United States are entitled to the Restitution of, or full Compensation for all or any Slaves as above described, the High Contracting Parties hereby agree

<sup>3</sup> For an extension of art. III, see convention of Aug. 6, 1827 (TS 116), *post*, p. 74.

<sup>4</sup> TS 110, *ante*, p. 49.

<sup>5</sup> TS 109, *ante*, p. 41.

to refer the said differences to some Friendly Sovereign or State to be named for that purpose; and the High Contracting Parties further engage to consider the decision of such Friendly Sovereign or State, to be final and conclusive on all the matters referred.<sup>6</sup>

#### ARTICLE VI

This Convention, when the same shall have been duly ratified by The President of the United States, by and with the Advice and Consent of their Senate, and by His Britannic Majesty, and the respective Ratifications mutually exchanged, shall be binding and obligatory on the said United States and on His Majesty; and the Ratifications shall be exchanged in Six Months from this date, or sooner, if possible.

In witness whereof the respective Plenipotentiaries have signed the same, and have thereunto affixed the Seal of their Arms.

Done at London this Twentieth day of October, in the Year of Our Lord One Thousand Eight Hundred and Eighteen.

ALBERT GALLATIN	[SEAL]
RICHARD RUSH	[SEAL]
FREDERICK JOHN ROBINSON	[SEAL]
HENRY GOULBURN	[SEAL]

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<sup>6</sup> For a convention signed at St. Petersburg July 12, 1822, under mediation of Emperor of Russia, see TS 114, *post*, p. 61.

## CLAIMS

*Convention signed at St. Petersburg July 12, 1822, under mediation of Emperor of Russia, for determining indemnification under decision of Emperor of Russia as to true construction of first article of Treaty of Ghent*

*Ratified by Russia August 4, 1822*

*Ratified by the United Kingdom October 4, 1822*

*Senate advice and consent to ratification January 3, 1823*

*Ratified by the President of the United States January 9, 1823*

*Ratifications exchanged at Washington January 10, 1823*

*Entered into force January 10, 1823*

*Proclaimed by the President of the United States January 11, 1823*

*Superseded by convention of November 13, 1826*<sup>1</sup>

8 Stat. 282; Treaty Series 114<sup>2</sup>

In the name of the most-holy & indivisible Trinity:

The President of the United-States of America, and His Majesty the King of the United Kingdom of Great-Britain and Ireland, having agreed, in pursuance of the fifth Article of the Convention concluded at London on the 20<sup>th</sup> day of October 1818,<sup>3</sup> to refer the differences which had arisen between the two Governments, upon the true construction and meaning of the first Article of the Treaty of Peace and Amity, concluded at Ghent on the 24<sup>th</sup> day of December 1814,<sup>4</sup> to the friendly arbitration of His Majesty the Emperor of all the Russias, mutually engaging to consider His decision as final and conclusive; And His said Imperial Majesty, having, after due consideration, given His decision upon these differences in the following terms: to wit:

“That the United States of America are entitled to claim from Great-Britain a just indemnification for all private property, which the British forces may have carried away; and as the question relates to Slaves more especially, for all the Slaves that the British forces may have carried away from places and territories of which the Treaty stipulates the restitution, in quitting these same places and territories.

<sup>1</sup> TS 115, *post*, p. 71.

<sup>2</sup> For a detailed study of this convention, see 3 Miller 91.

<sup>3</sup> TS 112, *ante*, p. 57.

<sup>4</sup> TS 109, *ante*, p. 41.

“That the United States are entitled to consider as having been so carried away, all such Slaves as may have been transferred from the above mentioned territories to British Vessels within the Waters of the said territories, and who for this reason may not have been restored.

“But that if there should be any American Slaves, who were carried away from territories of which the first Article of the Treaty of Ghent has not stipulated the restitution to the United States, the United States are *not* entitled to claim an indemnification for the said Slaves.”

Now, for the purpose of carrying into effect this award of His Imperial Majesty as Arbitrator, His good offices have been farther invoked to assist in framing such convention or articles of Agreement between the United States of America and His Britannic Majesty, as shall provide the mode of ascertaining and determining the value of Slaves and of other private property, which may have been carried away in contravention of the Treaty of Ghent, and for which indemnification is to be made to the Citizens of the United States, in virtue of His Imperial Majesty's said award, and shall secure compensation to the sufferers for their Losses so ascertained and determined. And His Imperial Majesty has consented to lend His mediation for the above purpose and has constituted and appointed Charles Robert, Count Nesselrode, His Imperial Majesty's Privy Counsellor, Member of the Council of State, Secretary of State directing the Imperial Department of Foreign Affairs, Chamberlain, Knight of the order of S<sup>t</sup> Alexander Nevsky, Grand Cross of the order of S<sup>t</sup> Vladimir of the first Class, Knight of that of the white Eagle of Poland, Grand Cross of the order of S<sup>t</sup> Stephen of Hungary, of the Black and of the red Eagle of Prussia, of the Legion of Honour of France, of Charles III of Spain, of S<sup>t</sup> Ferdinand and of Merit of Naples, of the Annunciation of Sardinia, of the Polar Star of Sweden, of the Elephant of Denmark, of the golden Eagle of Wirtemberg, of Fidelity of Baden, of S<sup>t</sup> Constantine of Parma, and of Guelph of Hannovre. and John Count Capodistrias, His Imperial Majesty's Privy Counsellor, and Secretary of State, Knight of the order of S<sup>t</sup> Alexander Nevsky, Grand-Cross of the order of S<sup>t</sup> Vladimir of the first class, Knight of that of the White Eagle of Poland, Grand-Cross of the order of S<sup>t</sup> Stephen of Hungary, of the Black and of the red Eagle of Prussia, of the Legion of Honour of France, of Charles III of Spain, of S<sup>t</sup> Ferdinand and of Merit of Naples, of S<sup>t</sup> Maurice and of S<sup>t</sup> Lazarus of Sardinia, of the Elephant of Denmark, of Fidelity and of the Lion of Zähringen of Baden, Burgher of the Canton of Vaud, and also of the Canton of the Republic of Geneva, as His Plenipotentiaries to treat, adjust and conclude such Articles of Agreement as may tend to the attainment of the abovementioned end, with the Plenipotentiaries of the United States and of His Britannic Majesty; That is to say; on the part of the President of the United States, with the advice and consent of the Senate thereof, Henry Middleton, a Citizen of the said United States, and their

Envoy Extraordinary and Minister Plenipotentiary to His Majesty the Emperor of all the Russias: and on the part of His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honorable Sir Charles Bagot, one of His Majesty's most Honorable Privy Council, Knight Grand Cross of the most Honorable Order of the Bath, and His Majesty's Ambassador Extraordinary and Plenipotentiary to His Majesty, the Emperor of all the Russias. And the said Plenipotentiaries, after a reciprocal communication of their respective full Powers, found in good and due form, have agreed upon the following Articles.

#### ARTICLE I<sup>st</sup>

For the purpose of ascertaining and determining the amount of Indemnification which may be due to Citizens of the United States under the decision of His Imperial Majesty, Two Commissioners and two Arbitrators shall be appointed in the manner following: That is to say: One Commissioner and one Arbitrator shall be nominated and appointed by the President of the United States of America by and with the advice and consent of the Senate thereof; and one Commissioner and one Arbitrator shall be appointed by His Britannic Majesty—And the two Commissioners and two Arbitrators thus appointed, shall meet and hold their sittings as a Board in the City of Washington. They shall have power to appoint a Secretary and before proceeding to the other business of the Commission, They shall respectively take the following oath (or affirmation) in the presence of each other. Which oath or affirmation being so taken and duly attested, shall be entered on the record of their proceedings: That is to say: "I, A. B. one of the Commissioners (or Arbitrators as the case may be) appointed in pursuance of the Convention concluded at S<sup>t</sup> Petersburg on the 30th/12th day of June/July One Thousand Eight hundred and twenty two, between His Majesty the Emperor of all the Russias, the United States of America, and His Britannic Majesty, do solemnly swear (or affirm) that I will diligently, impartially and carefully examine, and to the best of my Judgement, according to Justice and equity, decide all matters submitted to me as Commissioner (or Arbitrator as the Case may be) under the said Convention."

All vacancies occurring by death or otherwise shall be filled up in the manner of the original appointment, and the new Commissioners or Arbitrators shall take the same oath or affirmation and perform the same duties.

#### ARTICLE II<sup>d</sup>

If at the first meeting of this Board, the Governments of the United States and of Great Britain shall not have agreed upon an average value, to be allowed as compensation for each Slave for whom Indemnification may be due; then and in that case, the Commissioners and Arbitrators shall conjointly proceed to examine the testimony which shall be produced under the author-

ity of the President of the United States, together with such other competent testimony as they may see cause to require or allow, going to prove the true value of Slaves at the period of the exchange of the ratifications of the treaty of Ghent; and upon the evidence so obtained, they shall agree upon and fix the average value. But, in Case that the majority of the Board of Commissioners and Arbitrators should not be able to agree respecting such average value, then and in that case, recourse shall be had to the Arbitration of the Minister or other agent of the Mediating Power, accredited to the Government of the United States. A Statement of the evidence produced and of the proceedings of the Board thereupon shall be communicated to the said Minister or Agent, and his decision, founded upon such evidence and proceedings shall be final and conclusive. And the said average value, when fixed and determined by either of the three before mentioned methods, shall in all cases serve as a rule for the compensation to be awarded for each and every Slave, for whom it may after wards be found that indemnification is due.

### ARTICLE III

When the average value of Slaves shall have been ascertained and fixed, the two Commissioners shall constitute a board for the examination of the claims which are to be submitted to them, and they shall notify to the Secretary of State of the United States, that they are ready to receive a definitive List of the Slaves and other private property, for which the Citizens of the United States claim indemnification; it being understood and hereby agreed that the Commission shall not take cognizance of nor receive, and that His Britannic Majesty shall not be required to make compensation for any claims for private property under the first Article of the treaty of Ghent, not contained in the said List. And His Britannic Majesty hereby engages to cause to be produced before the Commission, as material towards ascertaining facts, all the evidence of which His Majesty's Government may be in possession, by returns from His Majesty's officers or otherwise, of the number of Slaves carried away. But the Evidence so produced, or it's defectiveness, shall not go in bar of any claim or claims which shall be otherwise satisfactorily authenticated.

### ARTICLE IV

The two Commissioners are hereby empowered and required to go into an examination of all the claims submitted, thro' the above-mentioned List, by the owners of Slaves or other property, or by their lawful attornies or representatives, and to determine the same respectively according to the merits of the several cases, under the rule of the Imperial decision herein above recited and having reference, if need there be, to the explanatory Documents hereunto annexed marked A & B. And in considering such claims, the Commissioners are empowered and required to examine on oath or affirmation, all such persons as shall come before them, touching the real number of the

Slaves or value of other property for which indemnification is claimed: and also to receive in evidence, according as they may think consistent with Equity and Justice, written depositions or papers, such depositions or papers being duly authenticated, either according to existing legal forms, or in such other manner as the said Commissioners shall see cause to require or allow.

#### ARTICLE V

In the event of the two Commissioners not agreeing in any particular case under examination, or of their disagreement upon any question which may result from the Stipulations of this Convention, then and in that Case, they shall draw by lot the name of one of the two Arbitrators, who, after having given due consideration to the matter contested, shall consult with the Commissioners and a final decision shall be given conformably to the opinion of the majority of the two Commissioners and of the Arbitrator so drawn by Lot. And the Arbitrator when so acting with the two Commissioners shall be bound in all respects by the Rules of proceeding enjoined by the IV<sup>th</sup> Article of this Convention upon the Commissioners, and shall be vested with the same powers, and be deemed, for that case, a Commissioner.

#### ARTICLE VI

The decision of the two Commissioners, or of the majority of the Board as constituted by the preceding article, shall in all cases be final and conclusive, whether as to number, the value or the ownership of the Slaves, or other property for which indemnification is to be made. And His Britannic Majesty engages to cause the Sum awarded to each and every owner in lieu of his Slave or Slaves or other property, to be paid in specie without deduction, at such time or times, and at such place or places, as shall be awarded by the said Commissioners, and on condition of such releases or assignments to be given, as they shall direct: provided, that no such payments shall be fixed to take place sooner than twelve months from the day of the exchange of the ratifications of this Convention.

#### ARTICLE VII

It is further agreed that the Commissioners and Arbitrators shall be respectively paid in such manner as shall be settled between the Governments of the United States and Great-Britain at the time of the exchange of the ratifications of this Convention.<sup>5</sup> And all other expenses attending the execution of the Commission shall be defrayed jointly by the United States and His Britannic Majesty, the same being previously ascertained and allowed by the majority of the Board.

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<sup>5</sup> For text of agreement for payment of commissioners and arbitrators, see 3 Miller 129.

## ARTICLE VIII

A certified copy of this Convention, when duly ratified by His Majesty the Emperor of all the Russias, by the President of the United States, by and with the advice and consent of their Senate, and by His Britannic Majesty, shall be delivered by each of the contracting parties respectively to the Minister or other agent of the Mediating Power accredited to the Government of the United States, as soon as may be after the ratifications shall have been exchanged; which last shall be effected at Washington in six months from the date hereof, or sooner if possible.

In faith whereof the respective Plenipotentiaries, have signed this Convention, drawn up in two Languages, and have hereunto affixed their Seals.

Done in Triplicate at St Petersburg this Thirtieth/Twelfth day of June/July One Thousand Eight Hundred and Twenty two.

NESSELRODE	[SEAL]
CAPODISTRIAS	[SEAL]
HENRY MIDDLETON	[SEAL]
CHARLES BAGOT	[SEAL]

## ANNEXES

[TRANSLATION]

## A

The undersigned Secretary of State directing the Imperial Administration of Foreign Affairs, has the honor to communicate to Mr. Middleton, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, the opinion<sup>o</sup> which the Emperor, his master, has thought it his duty to express upon the object of the differences which have arisen between the United States and Great Britain relative to the interpretation of the first article of the Treaty of Ghent.

Mr. Middleton is requested to consider this opinion as the award required of the Emperor by the two powers.

He will doubtless recollect that he, as well as the Plenipotentiary of His Britannic Majesty, in all his memorials, has principally insisted on the grammatical sense of the first article of the Treaty of Ghent, and that, even in his note of November 4/16, 1821, he has formally declared that it was on the *signification of the words in the text of the article as it now is*, that the decision of His Imperial Majesty should be founded.

The same declaration being made in the note of the British Plenipotentiary dated October 8/20, 1821, the Emperor had only to conform to the

<sup>o</sup> See Annex A/., p. 67.

wishes expressed by the two parties by devoting all his attention to the examination of the grammatical question.

The above-mentioned opinion will show the manner in which His Imperial Majesty judges of this question; and in order that the Cabinet of Washington may also know the motives upon which the Emperor's judgment is founded, the undersigned has hereto subjoined an extract of some observations upon the literal sense of the first article of the Treaty of Ghent.

In this respect the Emperor has confined himself to following the rules of the language employed in drawing up the act by which the two powers have required his arbitration and defined the object of their difference.

His Imperial Majesty has thought it his duty, exclusively, to obey the authority of these rules, and his opinion could not but be the rigorous and necessary consequence thereof.

The undersigned eagerly embraces this occasion to renew to Mr. Middleton the assurances of his most distinguished consideration.

ST. PETERSBURG, *April 22 [or May 4], 1822.*

NESSELRODE

A/.

Invited by the United States of America and by Great Britain to give an opinion, as arbitrator in the differences which have arisen between these two powers, on the subject of the interpretation of the first article of the treaty which they concluded at Ghent on the 24th December, 1814,<sup>7</sup> the Emperor has taken cognizance of all the acts, memorials, and notes in which the respective Plenipotentiaries have set forth to his Administration of Foreign Affairs the arguments upon which each of the litigant parties depends in support of the interpretation given by it to the said article.

After having maturely weighed the observations exhibited on both sides:

Considering that the American Plenipotentiary and the Plenipotentiary of Britain have desired that the discussion should be closed;

Considering that the former, in his note of November 4/16, 1821, and the latter, in his note of October 8/20 of the same year, have declared that it is *upon the construction of the text of the article as it stands*, that the arbitrator's decision should be founded, and that both have appealed, only as subsidiary means, to the general principles of the law of nations and of maritime law;

The Emperor is of opinion "that the question can only be decided according to the literal and grammatical sense of the first article of the Treaty of Ghent."

As to the literal and grammatical sense of the first article of the Treaty of Ghent:

<sup>7</sup> TS 109, *ante*, p. 41.

Considering that the period upon the signification of which doubts have arisen, is expressed as follows:

“All territory, places, and possessions, whatsoever, taken by either party from the other during the war, or which may be taken after the signing of this treaty, excepting only the islands hereinafter mentioned, shall be restored without delay and without causing any destruction or carrying away any of the artillery or other public property *originally captured in the said forts or places, and which shall remain therein upon the exchange of the ratifications of this treaty*, or any slaves or other private property; and all archives, records, deeds, and papers, either of a public nature or belonging to private persons, which, in the course of the war, may have fallen into the hands of the officers of either party, shall be, as far as may be practicable, forthwith restored and delivered to the proper authorities and persons to whom they respectively belong.”

Considering that in this period the words *originally captured, and which shall remain therein upon the exchange of the ratifications*, form an incidental phrase, which can have respect, *grammatically*, only to the substantives or subjects which precede;

That the first article of the Treaty of Ghent thus prohibits the contracting parties from carrying away from the places of which it stipulates the restitution, only the public property *which might have been originally captured there, and which should remain therein upon the exchange of the ratifications*, but that it prohibits the carrying away from these same places *any private property whatever*;

That, on the other hand, these two prohibitions are solely applicable to the places of which the article stipulates the restitution:

The Emperor is of opinion:

“That the United States of America are entitled to a just indemnification from Great Britain for all private property carried away by the British forces; and as the question regards slaves more especially, for all such slaves as were carried away by the British forces from the places and territories of which the restitution was stipulated by the treaty, in quitting the said places and territories.

“That the United States are entitled to consider as having been so carried away all such slaves as may have been transported from the above-mentioned territories on board of the British vessels within the waters of the said territories, and who, for this reason, have not been restored.

“But that, if there should be any American slaves who were carried away from territories of which the first article of the Treaty of Ghent has not stipulated the restitution to the United States, the United States are not to claim an indemnification for the said slaves.”

The Emperor declares, besides, that he is ready to exercise the office of mediator, which has been conferred on him beforehand by the two states, in the negotiations which must ensue between them in consequence of the award which they have demanded.

Done at St. Petersburg, April 22 [or May 4], 1822.

B

The undersigned Secretary of State directing the Imperial Administration of Foreign Affairs, has without delay laid before the Emperor, his master, the explanations into which the Ambassador of His Britannic Majesty has entered with the Imperial Ministry in consequence of the preceding confidential communication which was made to Mr. Middleton, as well as to Sir Charles Bagot, of the opinion expressed by the Emperor upon the true sense of the first article of the Treaty of Ghent.

Sir Charles Bagot understands that, in virtue of the decision of His Imperial Majesty, "His Britannic Majesty is not bound to indemnify the United States for any slaves who, coming from places which have never been occupied by his troops, voluntarily joined the British forces, either in consequence of the encouragement which His Majesty's officers had offered them, or to free themselves from the power of their master—these slaves not having been carried away from places or territories captured by His Britannic Majesty during the war and, consequently, not having been carried away from places of which the article stipulates the restitution."

In answer to this observation, the undersigned is charged by His Imperial Majesty to communicate what follows to the Minister of the United States of America.

The Emperor having, by the mutual consent of the two Plenipotentiaries, given an opinion, founded solely upon the sense which results *from the text of the article* in dispute, does not think himself called upon to decide here any question relative to what the laws of war permit or forbid to the belligerents; but, always faithful to the grammatical interpretation of the first article of the Treaty of Ghent, His Imperial Majesty declares a second time that it appears to him according to this interpretation:

"That, in quitting the places and territories of which the Treaty of Ghent stipulates the restitution to the United States, His Britannic Majesty's forces had no right to carry away from these same places and territories, absolutely, any slave, by whatever means he had fallen or come into their power.

"But that if, during the war, American slaves had been carried away by the English forces from other places than those of which the Treaty of Ghent stipulates the restitution, upon the territory, or on board British vessels, Great Britain should not be bound to indemnify the United States for the loss of these slaves, by whatever means they might have fallen or come into the power of her officers."

Although convinced by the previous explanations above mentioned that such is also the sense which Sir Charles Bagot attaches to his observation, the undersigned has nevertheless received from His Imperial Majesty orders to address the present note to the respective Plenipotentiaries, which will prove to them that, in order the better to justify the confidence of the two Governments, the Emperor has been unwilling that the slightest doubt should arise regarding the consequences of his opinion.

The undersigned eagerly embraces this occasion of repeating to Mr. Middleton the assurance of his most distinguished consideration.

ST. PETERSBURG, *April* 22 [or *May* 4] 1822.

NESSELRODE

## CLAIMS

*Convention signed at London November 13, 1826*

*Senate advice and consent to ratification December 26, 1826*

*Ratified by the President of the United States December 27, 1826*

*Ratified by the United Kingdom January 31, 1827*

*Ratifications exchanged at London February 6, 1827*

*Entered into force February 6, 1827*

*Proclaimed by the President of the United States March 19, 1827*

*Terminated on fulfillment of its terms* <sup>1</sup>

8 Stat. 344; Treaty Series 115 <sup>2</sup>

Difficulties having arisen in the execution of the Convention concluded at St. Petersburg on the Twelfth day of July 1822,<sup>3</sup> under the Mediation of His Majesty The Emperor of all the Russias, between the United States of America and Great Britain, for the purpose of carrying into effect the Decision of His Imperial Majesty upon the differences which had arisen between the said United States and Great Britain, on the true construction and meaning of the First Article of the Treaty of Peace and Amity concluded at Ghent on the Twenty fourth day of December 1814: <sup>4</sup> The said United States, and His Britannick Majesty, being equally desirous to obviate such difficulties, have respectively named Plenipotentiaries to treat and agree respecting the same, that is to say:

The President of the United States of America has appointed Albert Gallatin, Their Envoy Extraordinary and Minister Plenipotentiary to His Britannick Majesty:

And His Majesty The King of the United Kingdom of Great Britain and Ireland, The Right Honourable William Huskisson, a Member of His said Majesty's Most Honourable Privy Council, a Member of Parliament, President of the Committee of Privy Council for Affairs of Trade and Foreign Plantations, and Treasurer of His said Majesty's Navy; And Henry Unwin Addington, Esquire, late His Majesty's Chargé d'Affaires to the United States of America:

<sup>1</sup> For an account of the proceedings of the commission, see Moore, *International Arbitrations*, vol. I, p. 382.

<sup>2</sup> For a detailed study of this convention, see 3 Miller 261.

<sup>3</sup> TS 114, *ante*, p. 61.

<sup>4</sup> TS 109, *ante*, p. 41.

Who, after having communicated to each other their respective Full Powers, found to be in due and proper form, have agreed upon and concluded the following Articles:

#### ARTICLE I

His Majesty The King of the United Kingdom of Great Britain and Ireland agrees to pay, and the United States of America agree to receive, for the use of persons entitled to indemnification and compensation by virtue of the said Decision and Convention, the Sum of Twelve Hundred and Four Thousand, Nine Hundred and Sixty Dollars, Current Money of the United States, in lieu of, and in full and complete satisfaction for, all Sums claimed or claimable from Great Britain, by any person or persons whatsoever, under the said Decision and Convention.

#### ARTICLE II

The object of the said Convention being thus fulfilled, that Convention is hereby declared to be cancelled and annulled, save and except the Second Article of the same, which has already been carried into execution by the Commissioners appointed under the said Convention; and save and except so much of the Third Article of the same, as relates to the definitive List of Claims, and has already likewise been carried into execution by the said Commissioners.

#### ARTICLE III

The said Sum of Twelve Hundred and Four Thousand, Nine Hundred and Sixty Dollars shall be paid at Washington to such person or persons as shall be duly authorized, on the part of the United States, to receive the same, in two equal payments, as follows:

The payment of the first half to be made Twenty days after official Notification shall have been made, by the Government of the United States, to His Britannick Majesty's Minister in the said United States, of the Ratification of the present Convention by the President of the United States, by and with the Advice and Consent of the Senate thereof.

And the payment of the second half to be made on the First day of August 1827.

#### ARTICLE IV

The above Sums being taken as a full and final liquidation of all Claims whatsoever arising under the said Decision and Convention, both the final adjustment of those Claims, and the distribution of the Sums so paid by Great Britain to the United States, shall be made in such manner as the United States alone shall determine; and the Government of Great Britain shall have no further concern or liability therein.

## ARTICLE V

It is agreed, that, from the date of the exchange of the Ratifications of the present Convention, the joint Commission appointed under the said Convention of St Petersburg, of the Twelfth of July 1822, shall be dissolved; and upon the dissolution thereof, all the Documents and Papers in possession of the said Commission, relating to Claims under that Convention, shall be delivered over to such person or persons as shall be duly authorized, on the part of the United States, to receive the same. And the British Commissioner shall make over to such person or persons, so authorized, all the Documents and Papers, (or authenticated Copies of the same, where the originals cannot conveniently be made over,) relating to Claims under the said Convention, which he may have received from his Government for the use of the said Commission, conformably to the Stipulations contained in the Third Article of the said Convention.

## ARTICLE VI

The present Convention shall be ratified, and the Ratifications shall be exchanged in London, in Six Months from this date, or sooner if possible.

In Witness whereof, the Plenipotentiaries aforesaid, by virtue of their respective Full Powers, have signed the same, and have affixed thereunto the Seals of their Arms.

Done at London, this Thirteenth Day of November, in the Year of Our Lord One Thousand Eight Hundred and Twenty Six.

ALBERT GALLATIN	[SEAL]
WILLIAM HUSKISSON	[SEAL]
HENRY UNWIN ADDINGTON	[SEAL]

## BOUNDARIES

*Convention signed at London August 6, 1827, extending article III of convention of October 20, 1818*

*Senate advice and consent to ratification February 5, 1828*

*Ratified by the President of the United States February 21, 1828*

*Ratified by the United Kingdom March 29, 1828*

*Ratifications exchanged at London April 2, 1828*

*Entered into force April 2, 1828*

*Proclaimed by the President of the United States May 15, 1828*

*Superseded July 17, 1846, by treaty of June 15, 1846*<sup>1</sup>

8 Stat. 360; Treaty Series 116<sup>2</sup>

The United States of America, and His Majesty The King of the United Kingdom of Great Britain and Ireland, being equally desirous to prevent, as far as possible, all hazard of misunderstanding between the Two Nations, with respect to the Territory on the North West Coast of America, West of the Stoney or Rocky Mountains, after the expiration of the Third Article of the Convention concluded between Them on the Twentieth of October 1818;<sup>3</sup> and also with a view to give further time for maturing measures which shall have for their object a more definite settlement of the Claims of each Party to the said Territory, have respectively named Their Plenipotentiaries to treat and agree concerning a temporary renewal of the said Article, that is to say:

The President of the United States of America, Albert Gallatin, their Envoy Extraordinary and Minister Plenipotentiary to His Britannick Majesty:

And His Majesty The King of the United Kingdom of Great Britain and Ireland, The Right Honourable Charles Grant, a Member of His said Majesty's Most Honourable Privy Council, a Member of Parliament, and Vice-President of the Committee of Privy Council for Affairs of Trade and Foreign Plantations; And Henry Unwin Addington, Esquire:

Who, after having communicated to each other their respective Full Powers, found to be in due and proper form, have agreed upon and concluded the following Articles:

<sup>1</sup> TS 120, *post*, p. 95.

<sup>2</sup> For a detailed study of this convention, see 3 Miller 309.

<sup>3</sup> TS 112, *ante*, p. 57.

## ARTICLE I

All the Provisions of the Third Article of the Convention concluded between the United States of America, and His Majesty The King of the United Kingdom of Great Britain and Ireland, on the Twentieth of October 1818, shall be, and they are hereby, further indefinitely extended and continued in force, in the same manner as if all the Provisions of the said Article were herein specifically recited.

## ARTICLE II

It shall be competent, however, to either of the Contracting Parties, in case either should think fit, at any time after the Twentieth of October 1828, on giving due notice of Twelve Months to the other Contracting Party, to annul and abrogate this Convention: and it shall, in such case, be accordingly entirely annulled and abrogated, after the expiration of the said term of notice.

## ARTICLE III

Nothing contained in this Convention, or in the Third Article of the Convention of the Twentieth of October 1818, hereby continued in force, shall be construed to impair, or in any manner affect, the Claims which either of the Contracting Parties may have to any part of the Country Westward of the Stoney or Rocky Mountains.

## ARTICLE IV

The present Convention shall be ratified, and the Ratifications shall be exchanged in Nine Months, or sooner if possible.

In Witness whereof, the respective Plenipotentiaries have signed the same, and have affixed thereto the Seals of their Arms.

Done at London, the Sixth day of August, in the Year of Our Lord One Thousand Eight Hundred and Twenty Seven.

ALBERT GALLATIN [SEAL]

CHA. GRANT [SEAL]

HENRY UNWIN ADDINGTON [SEAL]

## COMMERCE AND NAVIGATION

*Convention signed at London August 6, 1827, extending convention of July 3, 1815*

*Senate advice and consent to ratification January 9, 1828*

*Ratified by the President of the United States January 12, 1828*

*Ratified by the United Kingdom February 14, 1828*

*Ratifications exchanged at London April 2, 1828*

*Entered into force April 2, 1828*

*Proclaimed by the President of the United States May 15, 1828*

8 Stat. 361; Treaty Series 117<sup>1</sup>

The United States of America, and His Majesty the King of the United Kingdom of Great Britain and Ireland, being desirous of continuing in force the existing commercial regulations between the two Countries, which are contained in the Convention concluded between them on the third of July 1815,<sup>2</sup> and further renewed by the Fourth Article of the Convention of the Twentieth of October 1818,<sup>3</sup>—have, for that purpose, named their respective Plenipotentiaries, that is to say:

The President of the United States of America, Albert Gallatin, their Envoy Extraordinary and Minister Plenipotentiary to His Britannic Majesty:

And His Majesty the King of the United Kingdom of Great Britain and Ireland, the Right Honourable Charles Grant, a Member of His said Majesty's Most Honourable Privy Council, a Member of Parliament, and Vice President of the Committee of Privy Council, for Affairs of Trade and Foreign Plantations; and Henry Unwin Addington, Esquire.

Who, after having communicated to each other their respective Full Powers, found to be in due and proper form, have agreed upon, and concluded the following Articles.

### ARTICLE I

All the Provisions of the Convention concluded between the United States of America, and His Majesty the King of the United Kingdom of Great Britain and Ireland on the Third of July 1815, and further continued for the

<sup>1</sup> For a detailed study of this convention, see 3 Miller 315.

<sup>2</sup> TS 110, *ante*, p. 49.

<sup>3</sup> TS 112, *ante*, p. 57.

term of Ten years by the fourth Article of the Convention of the Twentieth of October 1818, with the exception therein contained, as to St. Helena, are, hereby, further indefinitely, and without the said exception, extended and continued in force from the date of the expiration of the said ten years, in the same manner as if all the Provisions of the said Convention of the Third of July 1815, were herein specifically recited.

## ARTICLE II

It shall be competent, however, to either of the Contracting Parties, in case either should think fit, at any time, after the expiration of the said ten years, that is, after the twentieth of October 1828, on giving due notice of twelve months to the other Contracting Party, to annul and abrogate this Convention: and it shall, in such case, be accordingly entirely annulled and abrogated, after the expiration of the said term of notice.

## ARTICLE III

The present Convention shall be ratified, and the Ratifications shall be exchanged in nine months, or sooner, if possible.

In witness whereof the respective Plenipotentiaries have signed the same, and have affixed thereto the Seals of their Arms.

Done at London, the Sixth day of August, in the Year of Our Lord One thousand eight hundred and twenty seven.

ALBERT GALLATIN	[SEAL]
CHA. GRANT	[SEAL]
HENRY UNWIN ADDINGTON	[SEAL]

## SUBMISSION TO ARBITRATION OF NORTH-EASTERN BOUNDARY QUESTION

*Convention signed at London September 29, 1827*

*Senate advice and consent to ratification January 14, 1828*

*Ratified by the President of the United States February 12, 1828*

*Ratified by the United Kingdom March 29, 1828*

*Ratifications exchanged at London April 2, 1828*

*Entered into force April 2, 1828*

*Proclaimed by the President of the United States May 15, 1828*

*Terminated January 10, 1831*<sup>1</sup>

8 Stat. 362; Treaty Series 118

WHEREAS it is provided by the fifth article of the Treaty of Ghent,<sup>2</sup> that in case the Commissioners appointed under that article for the settlement of the boundary line therein described, should not be able to agree upon such boundary line, the report or reports of those Commissioners, stating the points on which they had differed, should be submitted to some friendly Sovereign or State, and that the decision given by such Sovereign or State, on such points of difference, should be considered by the contracting parties as final and conclusive: That case having now arisen, and it having therefore become expedient to proceed to, and regulate the reference as above described, the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland have, for that purpose, named their Plenipotentiaries; that is to say, the President of the United States has appointed Albert Gallatin, their Envoy Extraordinary and Minister Plenipotentiary at the Court of His Britannic Majesty, and his said Majesty, on his part, has appointed the Right Honorable Charles Grant, a member of Parliament, a member of his said Majesty's Most Honorable Privy Council, and President of the Committee of the Privy Council for Affairs of Trade and Foreign Plantations, and Henry Unwin Addington, Esquire, who, after having exchanged their respective full powers, found to be in due and proper form, have agreed to and concluded the following articles:

### ARTICLE I

It is agreed that the points of difference which have arisen in the settlement of the boundary between the American and British dominions, as

<sup>1</sup> Date on which King of Netherlands rendered award. For text of award and a detailed study of this convention, see 3 Miller 319. Neither government accepted the award.

<sup>2</sup> Treaty signed at Ghent, Dec. 24, 1814 (TS 109, *ante*, p. 41).

described in the 5th article of the Treaty of Ghent, shall be referred, as therein provided, to some friendly Sovereign or State, who shall be invited to investigate, and make a decision upon, such points of difference.

The two contracting powers engage to proceed in concert, to the choice of such friendly Sovereign or State, as soon as the ratifications of this Convention shall have been exchanged, and to use their best endeavours to obtain a decision, if practicable, within two years after the arbiter shall have signified his consent to act as such.

## ARTICLE II

The reports and documents thereunto annexed of the Commissioners appointed to carry into execution the 5th article of the Treaty of Ghent, being so voluminous and complicated as to render it improbable that any Sovereign or State should be willing or able to undertake the office of investigating and arbitrating upon them, it is hereby agreed to substitute for those reports, new and separate statements of the respective cases severally drawn up by each of the contracting parties, in such form and terms as each may think fit.

The said statements, when prepared, shall be mutually communicated to each other by the contracting parties; that is to say, by the United States to His Britannic Majesty's Minister or Chargé d'Affaires at Washington, and by Great Britain to the Minister or Chargé d'Affaires of the United States at London, within fifteen months after the exchange of the ratifications of the present Convention.

After such communication shall have taken place, each party shall have the power of drawing up a second and definitive statement, if it thinks fit so to do, in reply to the statement of the other party so communicated, which definitive statements shall also be mutually communicated in the same manner as aforesaid to each other, by the contracting parties, within twenty-one months after the exchange of ratifications of the present Convention.

## ARTICLE III

Each of the contracting parties shall, within nine months after the exchange of ratifications of this Convention, communicate to the other, in the same manner as aforesaid, all the evidence intended to be brought in support of its claim, beyond that which is contained in the reports of the Commissioners or papers thereunto annexed, and other written documents laid before the commission under the 5th article of the Treaty of Ghent.

Each of the contracting parties shall be bound, on the application of the other party made within six months after the exchange of the ratifications of this Convention, to give authentic copies of such individually specified acts of a public nature, relating to the territory in question, intended to be laid as evidence before the arbiter, as have been issued under the authority, or are in the exclusive possession, of each party.

No maps, surveys, or topographical evidence, of any description, shall be adduced by either party beyond that which is hereinafter stipulated, nor shall any fresh evidence of any description be adduced or averted to by either party, other than that mutually communicated or applied for as aforesaid.

Each party shall have full power to incorporate in, or annex to, either its first or second statement, any portion of the reports of the Commissioners or papers thereunto annexed, and other written documents laid before the commission under the 5th article of the Treaty of Ghent, or of the other evidence mutually communicated or applied for as above provided, which it may think fit.

#### ARTICLE IV

The map called Mitchell's Map, by which the framers of the treaty of 1783,<sup>3</sup> are acknowledged to have regulated their joint and official proceedings, and the map A which has been agreed on by the contracting parties, as a delineation of the water courses, and of the boundary lines in reference to the said water courses, as contended for by each party respectively, and which has accordingly been signed by the above named Plenipotentiaries at the same time with this Convention, shall be annexed to the statements of the contracting parties, and be the only maps that shall be considered as evidence mutually acknowledged by the contracting parties of the topography of the country.

It shall, however, be lawful for either party to annex to its respective first statement, for the purposes of general illustration, any of the maps, surveys, or topographical delineations which were filed with the Commissioners under the 5th article of the Treaty of Ghent, any engraved map heretofore published, and also a transcript of the above mentioned map A, or of a section thereof, in which transcript each party may lay down the highlands or other features of the country as it shall think fit; the water courses, and the boundary lines, as claimed by each party, remaining as laid down in said map A.

But this transcript, as well as all the other maps, surveys, or topographical delineations, other than the map A, and Mitchell's map, intended to be thus annexed, by either party, to the respective statements, shall be communicated to the other party, in the same manner as aforesaid, within nine months after the exchange of the ratifications of this Convention, and shall be subject to such objections and observations as the other contracting party may deem it expedient to make thereto, and shall annex to his first statement, either in the margin of such transcript, map or maps, or otherwise.

#### ARTICLE V

All the statements, papers, maps and documents above mentioned, and which shall have been mutually communicated as aforesaid, shall, without any addition, subtraction or alteration whatsoever, be jointly and simulta-

<sup>3</sup> Treaty signed at Paris, Sept. 3, 1783 (TS 104, *ante*, p. 8).

neously delivered in to the arbitrating Sovereign or State, within two years after the exchange of ratifications of this Convention, unless the arbiter should not, within that time, have consented to act as such; in which case, all the said statements, papers, maps and documents shall be laid before him within six months after the time when he shall have consented so to act. No other statements, papers, maps, or documents shall ever be laid before the arbiter, except as hereinafter provided.

#### ARTICLE VI

In order to facilitate the attainment of a just and sound decision on the part of the arbiter, it is agreed that in case the said arbiter should desire further elucidation or evidence in regard to any specific point contained in any of the said statements submitted to him, the requisition for such elucidation or evidence shall be simultaneously made to both parties, who shall thereupon be permitted to bring further evidence if required, and to make, each, a written reply to the specific questions submitted by the said arbiter, but no further; and such evidence and replies shall be immediately communicated by each party to the other.

And in case the arbiter should find the topographical evidence laid as aforesaid before him, insufficient for the purposes of a sound and just decision, he shall have the power of ordering additional surveys to be made of any portions of the disputed boundary line or territory as he may think fit, which surveys shall be made at the joint expense of the contracting parties, and be considered as conclusive by them.

#### ARTICLE VII

The decision of the arbiter, when given, shall be taken as final and conclusive; and it shall be carried without reserve into immediate effect, by Commissioners appointed for that purpose by the contracting parties.

#### ARTICLE VIII

This Convention shall be ratified, and the ratifications shall be exchanged in nine months from the date hereof, or sooner, if possible.

In witness whereof, we, the respective Plenipotentiaries, have signed the same, and have affixed thereto the seals of our arms.

Done at London the twenty-ninth day of September, in the year of our Lord one thousand eight hundred and twenty-seven.

ALBERT GALLATIN  
CHARLES GRANT  
HENRY UNWIN ADDINGTON

## BOUNDARIES, SLAVE TRADE, EXTRADITION (WEBSTER-ASHBURTON TREATY)

*Treaty signed at Washington August 9, 1842*

*Senate advice and consent to ratification August 20, 1842*

*Ratified by the President of the United States August 22, 1842*

*Ratified by the United Kingdom October 5, 1842*

*Ratifications exchanged at London October 13, 1842*

*Entered into force October 13, 1842*

*Proclaimed by the President of the United States November 10, 1842*

*Article X supplemented April 4, 1890, by convention of July 12, 1889*<sup>1</sup>

*Article X terminated June 24, 1935, by treaty of December 22, 1931,*<sup>2</sup>  
*except as to Canada, the Irish Free State, New Zealand, and South*  
*Africa*<sup>3</sup>

8 Stat. 572; Treaty Series 119<sup>4</sup>

A TREATY TO SETTLE AND DEFINE THE BOUNDARIES BETWEEN THE TERRITORIES OF THE UNITED STATES AND THE POSSESSIONS OF HER BRITANNIC MAJESTY IN NORTH AMERICA FOR THE FINAL SUPPRESSION OF THE AFRICAN SLAVE-TRADE, AND FOR THE GIVING UP OF CRIMINALS, FUGITIVE FROM JUSTICE, IN CERTAIN CASES

Whereas, certain portions of the line of boundary between the United States of America and the British Dominions in North America, described in the second article of the Treaty of Peace of 1783,<sup>5</sup> have not yet been ascertained and determined, notwithstanding the repeated attempts which have been heretofore made for that purpose; and whereas, it is now thought to be for the interest of both parties that, avoiding further discussion of their respective rights arising, in this respect, under the said Treaty, they should agree on a conventional line in said portions of the said boundary, such as may be convenient to both parties, with such equivalents and compensations as are deemed just and reasonable; and whereas, by the treaty concluded at Ghent, on the 24th day of December, 1814,<sup>6</sup> between the United States

<sup>1</sup> TS 139, *post*, p. 211.

<sup>2</sup> TS 849, *post*, p. 482.

<sup>3</sup> Terminated for South Africa Apr. 30, 1951, by treaty of Dec. 18, 1947 (TIAS 2243, *ante*, vol. 11, p. 512, SOUTH AFRICA).

<sup>4</sup> For a detailed study of this treaty, see 4 Miller 363.

<sup>5</sup> Treaty signed at Paris, Sept. 3, 1783 (TS 104, *ante*, p. 9).

<sup>6</sup> TS 109, *ante*, p. 41.

and His Britannic Majesty, an article was agreed to and inserted of the following tenor, viz: "Art. 10. Whereas, the traffic in slaves is irreconcilable with the principles of humanity and justice; and whereas, both His Majesty and the United States are desirous of continuing their efforts to promote its entire abolition, it is hereby agreed that both the contracting parties shall use their best endeavors to accomplish so desirable an object;" and whereas, notwithstanding the laws which have at various times been passed by the two Governments, and the efforts made to suppress it, that criminal traffic is still prosecuted and carried on; and whereas, the United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland are determined that, so far as may be in their power, it shall be effectually abolished; and whereas, it is found expedient for the better administration of justice and the prevention of crime within the territories and jurisdiction of the two parties, respectively, that persons committing the crimes hereinafter enumerated, and being fugitives from justice, should, under certain circumstances, be reciprocally delivered up: The United States of America and Her Britannic Majesty, having resolved to treat on these several subjects, have for that purpose appointed their respective Plenipotentiaries to negotiate and conclude a treaty; that is to say, the President of the United States has, on his part, furnished with full powers Daniel Webster, Secretary of State of the United States, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland has, on her part, appointed the Right Honorable Alexander Lord Ashburton, a Peer of the said United Kingdom, a member of Her Majesty's most honorable Privy Council, and Her Majesty's Minister Plenipotentiary on a special mission to the United States, who, after a reciprocal communication of their respective full powers, have agreed to and signed the following articles:

#### ARTICLE I

It is hereby agreed and declared that the line of boundary shall be as follows: Beginning at the monument at the source of the river St. Croix, as designated and agreed to by the Commissioners under the fifth article of the treaty of 1794,<sup>7</sup> between the Governments of the United States and Great Britain; thence north, following the exploring line run and marked by the surveyors of the two Governments in the years 1817 and 1818, under the fifth article of the treaty of Ghent, to its intersection with the river St. John, and to the middle of the channel thereof; thence up the middle of the main channel of the said river St. John to the mouth of the St. Francis; thence up the middle of the channel of the said river St. Francis, and of the lakes through which it flows, to the outlet of the Lake Pohenagamook; thence southwesterly, in a straight line, to a point on the northwest branch of the river St. John, which point shall be ten miles distant from the main branch of

<sup>7</sup> Treaty signed at London, Nov. 19, 1794 (TS 105, *ante*, p. 13).

the St. John, in a straight line, and in the nearest direction; but if the said point shall be found to be less than seven miles from the nearest point of the summit or crest of the highlands that divide those rivers which empty themselves into the river St. Lawrence from those which fall into the river St. John, then the said point shall be made to recede down the said northwest branch of the river St. John to a point seven miles in a straight line from the said summit or crest; thence in a straight line, in a course about south eight degrees west, to the point where the parallel of latitude of  $46^{\circ} 25'$  north intersects the southwest branch of the St. John's; thence southerly, by the said branch, to the source thereof, in the highlands, at the Metjarmette Portage; thence down along the said highlands which divide the waters which empty themselves into the river St. Lawrence from those which fall into the Atlantic Ocean to the head of Hall's Stream; thence down the middle of said stream, till the line thus run intersects the old line of boundary surveyed and marked by Valentine and Collins previously to the year 1774, as the 45th degree of north latitude, and which has been known and understood to be the line of actual division between the States of New York and Vermont on one side, and the British Province of Canada on the other; and, from said point of intersection west, along the said dividing line as heretofore known and understood, to the Iroquois, or St. Lawrence River.

## ARTICLE II

It is moreover agreed that from the place where the joint Commissioners terminated their labors under the sixth article of the Treaty of Ghent, to wit: at a point in the Neebish Channel, near Muddy Lake, the line shall run into and along the ship channel between St. Joseph and St. Tammany Islands, to the division of the channel at or near the head of St. Joseph's Island; thence turning eastwardly and northwardly, around the lower end of St. George's or Sugar Island, and following the middle of the channel which divides St. George's from St. Joseph's Island; thence up the east Neebish Channel, nearest to St. George's Island, through the middle of Lake George; thence west of Jonas Island, into St. Mary's River, to a point in the middle of that river, about one mile above St. George's or Sugar Island, so as to appropriate and assign the said island to the United States; thence adopting the line traced on the maps by the Commissioners, through the river St. Mary and Lake Superior, to a point north of Ile Royale in said lake, one hundred yards to the north and east of Ile Chapeau, which last mentioned island lies near the northeastern point of Ile Royale, where the line marked by the Commissioners terminates; and from the last mentioned point, southwesterly, through the middle of the sound between Ile Royale and the northwestern mainland, to the mouth of Pigeon River, and up the said river to and through the north and south Fowl Lakes to the lakes of the height of land between Lake Superior and the Lake of the Woods; thence along the water

communication to Lake Saisaginaga, and through that lake; thence to and through Cypress Lake, Lac du Bois Blanc, Lac la Croix, Little Vermillion Lake, and Lake Namecan, and through the several smaller lakes, straits, or streams connecting the lakes here mentioned to that point in Lac la Pluie or Rainy Lake, at the Chaudière Falls, from which the Commissioners traced the line to the most northwestern point of the Lake of the Woods; thence along the said line to the said most northwestern point, being in latitude  $49^{\circ} 23' 55''$  north, and in longitude  $95^{\circ} 14' 38''$  west from the observatory at Greenwich; thence, according to existing treaties, due south, to its intersection with the 49th parallel of north latitude, and along that parallel to the Rocky Mountains. It being understood that all the water communications and all the usual portages along the line, from Lake Superior to the Lake of the Woods, and also Grand Portage, from the shore of Lake Superior to the Pigeon River, as now actually used, shall be free and open to the use of the citizens and subjects of both countries.

### ARTICLE III

In order to promote the interests and encourage the industry of all the inhabitants of the countries watered by the river St. John and its tributaries, whether living within the State of Maine or the Province of New Brunswick, it is agreed that, where, by the provisions of the present treaty, the river St. John is declared to be the line of boundary, the navigation of the said river shall be free and open to both parties, and shall in no way be obstructed by either; that all the produce of the forest in logs, lumber, timber, boards, staves, or shingles, or of agriculture, not being manufactured, grown on any of those parts of the State of Maine watered by the river St. John, or by its tributaries, of which fact reasonable evidence shall, if required, be produced, shall have free access into and through the said river and its said tributaries, having their source within the State of Maine, to and from the seaport at the mouth of the said river St. John's, and to and round the Falls of the said river, either by boats, rafts, or other conveyance; that when within the Province of New Brunswick, the said produce shall be dealt with as if it were the produce of the said Province; that in like manner the inhabitants of the territory of the upper St. John determined by this treaty to belong to Her Britannic Majesty, shall have free access to and through the river for their produce, in those parts where the said river runs wholly through the State of Maine: Provided always, that this agreement shall give no right to either party to interfere with any regulations not inconsistent with the terms of this treaty which the Governments, respectively, of Maine or of New Brunswick may make respecting the navigation of the said river, where both banks thereof shall belong to the same party.

## ARTICLE IV

All grants of land heretofore made by either party, within the limits of the territory which by this treaty falls within the dominions of the other party, shall be held valid, ratified, and confirmed to the persons in possession under such grants, to the same extent as if such territory had by this treaty fallen within the dominions of the party by whom such grants were made: And all equitable possessory claims, arising from a possession and improvement of any lot or parcel of land by the person actually in possession, or by those under whom such person claims, for more than six years before the date of this treaty, shall, in like manner, be deemed valid, and be confirmed and quieted by a release to the person entitled thereto, of the title to such lot or parcel of land, so described as best to include the improvements made thereon; and in all other respects the two contracting parties agree to deal upon the most liberal principles of equity with the settlers actually dwelling upon the territory falling to them respectively, which has heretofore been in dispute between them.

## ARTICLE V

Whereas, in the course of the controversy respecting the disputed territory on the northeastern boundary, some moneys have been received by the authorities of Her Britannic Majesty's province of New Brunswick, with the intention of preventing depredations on the forests of the said territory, which moneys were to be carried to a fund, called the "Disputed Territory Fund," the proceeds whereof, it was agreed, should be hereafter paid over to the parties interested, in the proportions to be determined by a final settlement of boundaries; it is hereby agreed that a correct account of all receipts and payments on the said fund shall be delivered to the Government of the United States within six months after the ratification of this treaty; and the proportion of the amount due thereon to the States of Maine and Massachusetts, and any bonds or securities appertaining thereto, shall be paid and delivered over to the Government of the United States; and the Government of the United States agrees to receive for the use of, and pay over to the States of Maine and Massachusetts, their respective portions of said fund: and further, to pay and satisfy said States, respectively, for all claims for expenses incurred by them in protecting the said heretofore disputed territory, and making a survey thereof in 1838; the Government of the United States agreeing with the States of Maine and Massachusetts to pay them the further sum of three hundred thousand dollars, in equal moieties, on account of their assent to the line of boundary described in this treaty, and in consideration of the conditions and equivalents received therefor from the Government of Her Britannic Majesty.

## ARTICLE VI

It is furthermore understood and agreed that, for the purpose of running and tracing those parts of the line between the source of the St. Croix and the St. Lawrence River, which will require to be run and ascertained, and for marking the residue of said line by proper monuments on the land, two Commissioners shall be appointed, one by the President of the United States, by and with the advice and consent of the Senate thereof, and one by Her Britannic Majesty; and the said Commissioners shall meet at Bangor, in the State of Maine, on the first day of May next, or as soon thereafter as may be, and shall proceed to mark the line above described, from the source of the St. Croix to the river St. John; and shall trace on proper maps the dividing line along said river, and along the river St. Francis to the outlet of the Lake Pohenagamook; and from the outlet of the said lake they shall ascertain, fix, and mark, by proper and durable monuments on the land, the line described in the first article of this treaty; and the said Commissioners shall make to each of their respective Governments a joint report or declaration, under their hands and seals, designating such line of boundary, and shall accompany such report or declaration with maps certified by them to be true maps of the new boundary.

## ARTICLE VII

It is further agreed that the channels in the river St. Lawrence, on both sides of the Long Sault Islands and of Barnhart Island; the channels in the river Detroit, on both sides of the Island Bois Blanc, and between that island and both the American and Canadian shores; and all the several channels and passages between the various islands lying near the junction of the river St. Clair with the lake of that name, shall be equally free and open to the ships, vessels, and boats of both parties.

## ARTICLE VIII

The parties mutually stipulate that each shall prepare, equip, and maintain in service, on the coast of Africa, a sufficient and adequate squadron, or naval force of vessels, of suitable numbers and descriptions, to carry in all not less than eighty guns, to enforce, separately and respectively, the laws, rights, and obligations of each of the two countries, for the suppression of the slave trade; the said squadrons to be independent of each other, but the two Governments stipulating nevertheless to give such orders to the officers commanding their respective forces as shall enable them most effectively to act in concert and co-operation, upon mutual consultation, as exigencies may arise, for the attainment of the true object of this article; copies of all such orders to be communicated by each Government to the other respectively.

## ARTICLE IX

Whereas, notwithstanding all efforts which may be made on the coast of Africa for suppressing the slave trade, the facilities for carrying on that traffic and avoiding the vigilance of cruisers by the fraudulent use of flags, and other means, are so great, and the temptations for pursuing it, while a market can be found for slaves, so strong, as that the desired result may be long delayed, unless all markets be shut against the purchase of African negroes, the parties to this treaty agree that they will unite in all becoming representations and remonstrances, with any and all Powers within whose dominions such markets are allowed to exist; and that they will urge upon all such Powers the propriety and duty of closing such markets effectually, at once, and forever.

ARTICLE X<sup>8</sup>

It is agreed that the United States and Her Britannic Majesty 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 paper, committed within the jurisdiction of either, 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 XI

The eighth article of this treaty shall be in force for five years from the date of the exchange of the ratifications, and afterwards until one or the other party shall signify a wish to terminate it. The tenth article shall continue in

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<sup>8</sup> For a supplement to art. X, see convention of July 12, 1889 (TS 139), *post*, p. 211. Art. X was terminated June 24, 1935, by treaty of Dec. 22, 1931 (TS 849, *post*, p. 482), except as to Canada, the Irish Free State, New Zealand, and South Africa; terminated for South Africa Apr. 30, 1951 (see footnote 3, p. 82).

force until one or the other of the parties shall signify its wish to terminate it, and no longer.

#### ARTICLE XII

The present Treaty shall be duly ratified, and the mutual exchange of ratifications shall take place in London within six months from the date hereof, or earlier if possible.

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

Done, in duplicate, at Washington, the ninth day of August, anno Domini one thousand eight hundred and forty-two.

DANL. WEBSTER	[SEAL]
ASHBURTON	[SEAL]

## SETTLEMENT OF CLAIMS

*Exchange of notes at Washington November 10 and 26, 1845*

*Entered into force November 26, 1845*

*Terminated upon fulfillment of its terms*<sup>1</sup>

4 Miller 779

*The British Minister to the Secretary of State*

WASHINGTON 10 November 1845

SIR, With reference to what I have already had the honor verbally to communicate to you on the subject of a mutual settlement of certain claims which have been for some time pending between the two Governments with the particulars of which you are already fully acquainted—I now beg leave to place in your hands the enclosed Memorandum explaining the considerations which have induced Her Majesty's Government to suggest the proposed arrangement.

I venture to hope that the views of Her Majesty's Government upon this matter will meet with the cordial concurrence of the Government of the United States.

I take advantage of this opportunity, to renew to you, Sir, the assurance of my high consideration.

R. PAKENHAM

The Hon<sup>ble</sup> JAMES BUCHANAN

*Ec Ec Ec*

[ENCLOSURE—MEMORANDUM]

Her Majesty's Government have for some time past had under their anxious consideration the claim of certain British Merchants carrying on trade with the United States for a return of the excess of duties levied on goods imported by them into the United States under the Tariff of 1842,<sup>2</sup> which claim was first brought to the notice of the United States Government by M<sup>r</sup> Fox's note of 8, January 1844.

<sup>1</sup> Payment of claims authorized by act of May 8, 1846 (9 Stat. 6).

<sup>2</sup> 5 Stat. 548.

The attention of Her Majesty's Government has been no less anxiously directed to the claim advanced by citizens of the United States against the British Government for a return of the excess of duties levied on certain parcels of rough rice imported into England some years since.

These cases which have formed the subject of frequent representations between the two Governments are in many respects parallel, but especially in the essential feature of their connection with the Provisions contained in the 2<sup>d</sup> Article of the Commercial Convention of 1815<sup>3</sup> between Great Britain and the United States to which it is mutually affirmed that the levying of the duties complained of on both sides is directly opposed.

Both the cases have been repeatedly and energetically discussed by the respective Parties but hitherto without any visibly nearer approach to a satisfactory result than when they were first opened.

In each case the Treaty is appealed to with confidence by one Party and its applicability denied by the other. The sums respectively involved are large, and that consideration coupled with the not unreasonable doubts which hang over the subject in both cases seem to justify the tenacity with which each party has defended its own cause and has refused to concede any thing to its opponent.

Under these circumstances it appears to Her Majesty's Government that it would be wise on the part of both Governments to consider whether in this involved and unpromising state of the matter a settlement of it upon equal terms might not be agreed to.

Supposing the United States Government to concur in the propriety of effecting such a settlement, it would seem desirable to avoid reopening discussion on the merits of either of the contested cases but to assume that both are equal, that both present themselves under the same aspect of alleged violation of Treaty engagements strictly and literally taken, and that both have been maintained with equal sincerity and good faith by the respective Parties.

Such is the mode in which the British Government is prepared to treat this matter in case the Government of the United States should signify their concurrence therein, and considering the irritation which protracted discussion on points so serious as the alleged infraction of Treaty stipulations is apt to engender even in the minds of Governments and Nations whose interest and wish it is to maintain the best understanding with each other, Her Majesty's Government trust that the Government of the United States may acquiesce in the mode of adjustment thus proposed.

Should this be the case it might be well that in the first place it should be mutually admitted and declared that in the respective acts which gave rise to the controversies which have arisen between the two Governments the view taken by both Parties respectively is mutually believed and acknowl-

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<sup>3</sup> Convention signed at London July 3, 1815 (TS 110, *ante*, p. 50).

edged to have been conscientiously entertained and supported; that nevertheless both Parties admit that their respective views may have been erroneous and that under this admission each is willing to respect the claim to compensation put forward by the opposite party, that seeing however the reasonable doubt which may still be considered to hang over each claim and also that if real injury has resulted from the acts of either Party it has arisen from error and not from intention, each Government shall forego all claims to arrears of interest on the sums which may be found respectively due, and that with this explicit agreement these sums having been first clearly ascertained to the satisfaction of both Governments which shall mutually afford every facility for that object, shall be forthwith paid by each Government to the other for distribution to the claimants, each Government being from the moment that such payment shall have been effected, entirely absolved from all further responsibility on the part of the claimants of the opposite Party.

It appears to Her Majesty's Government that each Government would thus be placed on a footing of entire parity and that both may agree to carry out such an arrangement without any sacrifice of national credit.

This proposal to be considered as conditional, in every respect;—if not accepted on the terms in which it is offered, things would of course return to their original position.

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*The Secretary of State to the British Minister*

DEPARTMENT OF STATE,  
Washington, 26<sup>th</sup> Nov<sup>r</sup>, 1845

The Rt. Hon<sup>ble</sup> R. PAKENHAM,  
&c, &c, &c.

SIR: I have had the honor of receiving your note of the 10<sup>th</sup> instant, together with "the memorandum" presenting the views of Her Britannic Majesty's Government in relation to the mutual claims of the two Governments for refunding the excess of duties which has been levied in the ports of each, in violation of the second article of the Commercial Convention between the two countries, of the 3<sup>d</sup> of July, 1815. The memorandum has been submitted to the President; and I am pleased to inform you that it has received his cordial approbation. He is perfectly willing to terminate the pending questions between the two Governments under this convention, on the terms proposed by the British Government. Indeed, you are aware that, from the very moment I first examined the question, I believed that the claim of the British Government was well-founded, and rested upon the same basis with that of the United States.

The only remaining obstacle is to adjust the claims of the respective Governments on each other according to the principles in which they both concur. It may save trouble in the end if this should be done in the beginning.

The second article of the convention provides that “no higher or other duties shall be imposed on the importation into the United States of any articles the growth, produce, or manufacture of His Britannic Majesty’s territories in Europe, and no higher or other duties shall be imposed on the importation into the territories of His Britannic Majesty in Europe 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 difficulty exists in specifying the claim of the United States under this provision, because it is confined to the single article of rough rice. Not so the British claim. This is now indefinite; and it is highly desirable that it should be rendered specific, by an enumeration of the articles on which an excess of duty has been levied under the tariff act of 30 August, 1842.

Under the 25<sup>th</sup> section of this act, it is provided “that nothing in this act contained shall apply to goods shipped in a vessel bound to any port of the United States, actually having left her last port of lading eastward of the Cape of Good Hope, or beyond Cape Horn, prior to the first day of September, 1842; and all legal provisions and regulations existing immediately before the thirtieth day of June, 1842, shall be applied to importations which may be made in vessels which have left such last port of lading eastward of the Cape of Good Hope, or beyond Cape Horn, prior to said first day of September, 1842.”

Now no difficulty can exist as to what vessels are embraced by the British claim. It is freely admitted that in regard to these they shall be the same as though this section of the tariff act had expressly embraced vessels “bound to any port of the United States, actually having left their last port of lading” in any of Her “Britannic Majesty’s territories in Europe” prior to the first day of September, 1842; thus placing them on the identical footing with vessels from “eastward of the Cape of Good Hope or beyond Cape Horn.”

The designation of such articles imported in these vessels as are protected from increased duties by the convention between the two countries is the only matter of difficulty. According to this convention and the tariff act, they must be “like articles”, “the growth, produce, or manufacture of Her Britannic Majesty’s territories in Europe”, to those which had been imported into the United States from “any other foreign country,” “eastward of the Cape of Good Hope or beyond Cape Horn, prior to the said first day of September, eighteen hundred and forty-two.”

I invite you, Sir, to furnish me a list of these articles; and in order to enable you to comply with this request, all the information on the subject in possession of the Treasury Department shall be most cheerfully communicated to you.

The phrase “eastward of the Cape of Good Hope or beyond Cape Horn,” has received a settled construction by long practice under our revenue laws.

It does not embrace any port of Europe, or any port of Asia or Africa upon the Mediterranean.

I avail myself of this occasion to offer you renewed assurances of my distinguished consideration.

JAMES BUCHANAN

P.S.—I have the honor of communicating to you, herewith, a copy of the opinion of the Secretary of the Treasury on the subject of this note.<sup>4</sup>

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<sup>4</sup> For text, see 4 Miller 785.

## BOUNDARIES (OREGON TREATY)

*Treaty signed at Washington June 15, 1846*

*Senate advice and consent to ratification June 18, 1846*

*Ratified by the President of the United States June 19, 1846*

*Ratified by the United Kingdom July 14, 1846*

*Ratifications exchanged at London July 17, 1846*

*Entered into force July 17, 1846*

*Proclaimed by the President of the United States August 5, 1846*

9 Stat. 869; Treaty Series 120 <sup>1</sup>

The United States of America and her Majesty the Queen of the United Kingdom of Great Britain and Ireland, deeming it to be desirable for the future welfare of both countries that the state of doubt and uncertainty which has hitherto prevailed respecting the sovereignty and government of the territory on the northwest coast of America, lying westward of the Rocky or Stony mountains, should be finally terminated by an amicable compromise of the rights mutually asserted by the two parties over the said territory, have respectively named plenipotentiaries to treat and agree concerning the terms of such settlement—that is to say: the President of the United States of America has, on his part, furnished with full powers James Buchanan, Secretary of State of the United States, and her Majesty, the Queen of the United Kingdom of Great Britain and Ireland, has, on her part, appointed the Right Honorable Richard Pakenham, a member of her Majesty's most honorable Privy Council, and her Majesty's Envoy Extraordinary and Minister Plenipotentiary 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 <sup>2</sup>

From the point on the forty-ninth parrallel of north latitude, where the boundary laid down in existing treaties and conventions between the United States and Great Britain terminates, the line of boundary between the territories of the United States and those of her Britannic Majesty shall be continued westward along the said forty-ninth parallel of north latitude to the

<sup>1</sup> For a detailed study of this treaty, see 5 Miller 3.

<sup>2</sup> For a declaration signed Feb. 24, 1870, approving the maps prepared by commissioners appointed to survey the boundary, see TS 129, *post*, p. 157.

middle of the channel which separates the continent from Vancouver's Island, and thence southerly through the middle of the said channel, and of Fuca's straits to the Pacific Ocean: *Provided, however*, That the navigation of the whole of the said channel and straits south of the forty-ninth parallel of north latitude remain free and open to both parties.

#### ARTICLE II

From the point at which the forty-ninth parallel of north latitude shall be found to intersect the great northern branch of the Columbia river, the navigation of the said branch shall be free and open to the Hudson's Bay Company, and to all British subjects trading with the same, to the point where the said branch meets the main stream of the Columbia, and thence down the said main stream to the ocean, with free access into and through the said river or rivers, it being understood that all the usual portages along the line thus described shall in like manner be free and open. In navigating the said river or rivers, British subjects, with their goods and produce, shall be treated on the same footing as citizens of the United States; it being, however, always understood that nothing in this article shall be construed as preventing, or intended to prevent the Government of the United States from making any regulations respecting the navigation of the said river or rivers not inconsistent with the present treaty.

#### ARTICLE III

In the future appropriation of the territory south of the forty-ninth parallel of north latitude, as provided in the first article of this treaty, the possessory rights of the Hudson's Bay Company, and of all British subjects who may be already in the occupation of land or other property lawfully acquired within the said territory, shall be respected.<sup>2</sup>

#### ARTICLE IV

The farms, lands, and other property of every description belonging to the Puget's Sound Agricultural Company on the north side of the Columbia river, shall be confirmed to the said company. In case, however, the situation of those farms and lands should be considered by the United States to be of public and political importance, and the United States' Government should signify a desire to obtain possession of the whole, or of any part thereof, the property so required shall be transferred to the said Government, at a proper valuation, to be agreed upon between the parties.<sup>3</sup>

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<sup>3</sup> For settlement of claims, see treaty signed at Washington July 1, 1863 (TS 128), *post*, p. 154.

## ARTICLE V

The present treaty shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by her Britannic Majesty; and the ratifications shall be exchanged at London, at the expiration of six months from the date hereof, or sooner, if possible.

In witness whereof, the respective plenipotentiaries have signed the same, and have affixed thereto the seals of their arms.

Done at Washington the fifteenth day of June, in the year of our Lord one thousand eight hundred and forty-six.

JAMES BUCHANAN	[SEAL]
RICHARD PAKENHAM	[SEAL]

## POSTAL CONVENTION

*Signed at London December 15, 1848*

*Senate advice and consent to ratification January 5, 1849*

*Ratified by the President of the United States January 6, 1849*

*Ratified by the United Kingdom January 23, 1849*

*Ratifications exchanged at London January 26, 1849*

*Entered into force January 26, 1849*

*Proclaimed by the President of the United States February 15, 1849*

*Replaced by convention of June 18, 1867*<sup>1</sup>

9 Stat. 965; Treaty Series 121<sup>2</sup>

The United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being desirous to promote the friendly Relations existing between their respective Citizens and subjects, by placing the communications by Post between the Territories of the United States and those of Her Britannick Majesty upon a more liberal and advantageous footing, have resolved to Conclude a Convention for this purpose, and have named as their Plenipotentiaries, that is to say,

The President of the United States, by and with the advice and consent of the Senate thereof, George Bancroft, a Citizen of the United States, their Envoy Extraordinary and Minister Plenipotentiary to Her Britannick Majesty;

And Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right Honourable Henry John Viscount Palmerston, Baron Temple, a Peer of Ireland, a Member of Her Britannic Majesty's most Honourable Privy Council, a Member of Parliament, Knight Grand Cross of the most Honourable Order of the Bath, and Her Britannick Majesty's Principal Secretary of State for Foreign Affairs;

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

There shall be charged upon all letters not exceeding half an Ounce in Weight, conveyed either by United States' or by British Packets between a Port in the United States and a Port in the United Kingdom, an uniform

<sup>1</sup> 15 Stat. 545.

<sup>2</sup> For a detailed study of this convention, see 5 Miller 461.

sea rate of Eight pence, or sixteen cents; and such postage shall belong to the Country by which the Packet conveying the Letters is furnished.

## ARTICLE II

There shall be charged by the Post Office of the United Kingdom upon all letters not exceeding half an ounce in weight, posted in the United Kingdom and forwarded to the United States, or brought from the United States and delivered in the United Kingdom, whether such Letters shall be conveyed by British or by United States' Packets, an inland Postage rate of one penny halfpenny.

There shall be charged by the Post Office of the United States upon all Letters not exceeding half an ounce in weight, posted in the United States and forwarded to the United Kingdom, or brought from the United Kingdom and delivered in the United States, whether such letters shall be conveyed by United States' or by British Packets, an inland Postage rate of five cents.

## ARTICLE III

Upon all letters posted in one country and delivered in the other, these rates of postage, both sea and inland, shall be combined into one rate, of which payment in advance shall be optional in either country. It shall however not be permitted to pay less than the whole combined rate.

## ARTICLE IV

With respect to letters above the weight of half an ounce, each Country shall be at liberty to employ, as regards the collection of the whole combined rate, the scale of progression in operation in its own Territory for charging inland rates of Postage.

## ARTICLE V

The United States engage to grant to the United Kingdom the transit in closed mails, through the territory of the United States, of the Correspondence and Newspapers from the United Kingdom to the British North American Provinces, and from those Provinces to the United Kingdom, at the rate of inland postage to be charged under this Convention for Letters and Newspapers between the United Kingdom and the United States.

A British Officer shall be permitted to accompany the closed Mails during their transit.

## ARTICLE VI

On the other hand, Her Britannick Majesty engages to grant to the United States the transit in closed Mails through the British North American Provinces, of the Correspondence and Newspapers from one part of the territory of the United States to any other part of the territory of the United

States, at rates not exceeding the rates of inland postage now charged or to be hereafter charged in the North American Provinces, according to the distance such closed Mails may be conveyed within the North American Provinces.

An Officer of the United States shall be permitted to accompany the closed Mails during their transit.

#### ARTICLE VII

The United States further engage to grant to the United Kingdom the transit in closed mails, through the United States, or through any country where the Post Communication may be under the controul or management of the United States, of Letters and Newspapers forwarded from the United Kingdom, its Colonies or Possessions, to any other British Colony or Possession, or to any foreign Country; and from any foreign Country or British Colony or Possession, to the United Kingdom, its Colonies or Possessions.

#### ARTICLE VIII

Her Britannick Majesty engages, on Her part, to grant to the United States the transit in closed mails, through the United Kingdom, or through any country where the Post communication may be under the controul or management of the United Kingdom, of Letters and newspapers forwarded from the United States, their colonies or Possessions, to any other Colony or Possession of the United States, or to any foreign Country; and from any foreign Country, or from any colony or Possession of the United States, to the United States, their Colonies or possessions.

#### ARTICLE IX

When Letters shall be forwarded in closed Mails under the stipulations of Articles V, VI, VII, or VIII of the present Convention, the payment to be made to the Post Office of the United Kingdom or of the United States, as the case may be, shall be made by the ounce, according to the net weight of the Letters, at two rates to the ounce, with the addition of twenty five per cent. on the amount of postage, to compensate the loss that would otherwise be sustained by this mode of computation.

#### ARTICLE X

The Country which sends or receives closed mails through the other, is to render an account of the Letters and Newspapers sent or received in such closed mails, and to account to such country for the Postage due thereon.

#### ARTICLE XI

Letters posted in the United States, addressed to foreign Countries, and intended to pass in transit through the United Kingdom, shall be delivered to the British Post Office free of all United States' postage, whether Packet

or inland, and Letters from foreign Countries addressed to the United States, passing in transit through the United Kingdom, shall be delivered to the United States' Post Office free of all British postage, whether Packet or inland.

In the case of those countries to which Letters cannot be forwarded unless the British postage be paid in advance, such British postage shall be collected in the United States (in addition to the United States' rates of postage) and accounted for to the British Post Office.

In the case of those Countries to which Letters cannot be forwarded unless the United States' postage be paid in advance, such United States' postage shall be collected in the United Kingdom (in addition to the British postage) and accounted for to the United States' Post Office.

## ARTICLE XII

The rate of postage to be taken by the British Post Office upon Letters arriving in the United Kingdom from the United States, either by British or by United States' Packets, and to be forwarded through the United Kingdom to Colonies or Possessions of the United Kingdom or of the United States, or to foreign Countries, and *vice versâ*, shall be the same as the rate which is now or which may hereafter be taken by the British Post Office upon Letters to or from such Colonies or possessions or foreign Countries respectively, when posted at the port of arrival, or delivered at the port of departure of the Packets conveying the Mails between the United Kingdom and the United States.

The above postage is irrespective of and beyond the inland rate to be taken in the United States upon such letters if posted or delivered therein, according to the stipulations of Article II of this Convention; and also irrespective of and beyond the sea rate upon such Letters payable according to the stipulations of Article I.

The rate of postage to be taken by the United States' Post Office upon Letters arriving in the United States, either by British or by United States' Packets, from the United Kingdom and to be forwarded through the United States to the Colonies or Possessions of the United States or of the United Kingdom, or to those territories which, according to the Law of the United States, are beyond the limit of their established Post routes, or to foreign Countries, and *vice versâ*, shall be the same as the rate which is now, or which may hereafter be taken by the United States' Post Office upon Letters conveyed, whether by sea or land, to or from such Colonies, possessions, territories, or Foreign Countries respectively, when posted at the Port of arrival or delivered at the Port of departure of the Packets conveying the Mails between the United States and the United Kingdom.

The above postage is irrespective of and beyond the Inland rate to be taken in the United Kingdom upon such letters, if posted or delivered therein, according to the stipulations of Article II of this convention, and also

irrespective of, and beyond the sea rate upon such Letters payable according to the stipulations of Article I.

There shall be excepted from the above stipulations Letters and Newspapers passing through the United Kingdom to and from France, as to which certain rates are fixed by the Postal Convention existing between that Country and the United Kingdom; but the two contracting parties agree to invite France to enter into Communication with them without loss of time, in order to effect such arrangements for the conveyance of Letters and Newspapers and closed mails through the territories of the United States, of the United Kingdom, and of France respectively, as may be most conducive to the interests of the three Countries.

#### ARTICLE XIII

Letters posted in the United States, addressed to the British North American Provinces, or *vice versâ*, when not conveyed by sea, shall be charged according to the rates of Postage which are now or which shall hereafter be in operation in the United States and in the British North American Provinces for Inland letters.

#### ARTICLE XIV

Upon all Letters posted in the United States and addressed to the British North American Provinces, or *vice versâ*, the rates of postage fixed by the preceding Article, shall be combined into one rate, of which payment in advance shall be optional both in the United States and in the British North American Provinces. It shall, however, not be permitted to pay less than the whole rate.

#### ARTICLE XV

The rates to be taken on Newspapers published in the United Kingdom, when conveyed between the United Kingdom and the United States, either by British or by United States' Packets, shall be one Penny for each newspaper in the United Kingdom, and two cents in the United States. Conversely, no higher charges than those above stated, shall be made by the British or by the United States' Post Office on Newspapers published in the United States, either when dispatched from that Country, or when delivered in the United Kingdom.

There shall be no accounts between the two Offices for the transmission of Newspapers; each Office shall retain the postage it shall have charged according to the preceding stipulations.

#### ARTICLE XVI

The rate of Postage to be charged in the United Kingdom upon Newspapers to and from the United States passing in transit through the United Kingdom, shall be one penny for each Newspaper, except where a lower rate is provided by any Treaty between the United Kingdom and a foreign

Country; and the rate of postage to be charged in the United States upon Newspapers to and from the United Kingdom, passing in transit through the United States, shall be two cents for each Newspaper.

### ARTICLE XVII

Periodical works, not of daily publication, posted in the United Kingdom or in the United States, may be forwarded from one Country to the other, either by British or by United States' Packets, by means of the two Offices, under the following conditions, namely:—

1<sup>st</sup> There shall be no accounts between the two offices for the transmission of such works:—each Office shall retain the postage it shall have charged:—

2<sup>dly</sup> They must be sent in bands or covers open at the sides or end, so that they may be easily examined.

3<sup>rdly</sup> They shall be in every respect subject to the conditions prescribed by the Laws and Regulations of both Countries.

The rates to be levied in Great Britain as well on the above mentioned works addressed to the United States, as on those from the United States addressed to Great Britain, shall be as follows:—

1<sup>st</sup> For every work not exceeding Two ounces in weight, One penny.

2<sup>dly</sup> For every work above Two ounces in weight, and not exceeding Three ounces, six pence.

3<sup>dly</sup> For every work above three ounces in weight, and not exceeding four ounces, Eight pence.

4<sup>thly</sup> And for every ounce above four, up to sixteen ounces (the limit imposed on the transmission of such articles by the British Office) two pence additional; every fraction of an Ounce being reckoned as a full ounce.

The rates to be levied by the Post Office of the United States on similar works addressed to or coming from the United States, shall not exceed the rates to be charged in the United Kingdom.

### ARTICLE XVIII

Printed pamphlets not exceeding the weight of Eight ounces, posted in the United Kingdom or in the United States, may be forwarded from one Country to the other, either by British or by United States' Packets, by means of the two Offices, at the same rates and under the same conditions as those fixed for periodical works by Article XVII.

### ARTICLE XIX

In consideration of two cents United States' currency not being precisely equivalent to one penny sterling, the British Post Office shall account to the United States' Post Office at the rate of Four Hundred and eighty four cents to the Pound sterling; and the United States' Post Office shall account to the British Post Office at the rate of Four Hundred and Eighty cents to the Pound sterling.

## ARTICLE XX

In case of war between the two Nations, the Mail Packets of the two Offices shall continue their Navigation without impediment or molestation, until six weeks after a notification shall have been made on the part of either of the two Governments, and delivered to the other, that the service is to be discontinued; in which case they shall be permitted to return freely, and under special protection, to their respective Ports.

## ARTICLE XXI

The forms in which the accounts between the respective Post Offices for the transmission and conveyance of Letters, are to be made out, the time and mode in which payment shall be made by either Post Office to the other, together with all other measures of detail arising out of the stipulations of the present Convention, shall be settled between the Post Office of the United States and the British Post Office, as soon as possible after the exchange of the Ratifications of the present Convention.

It is also agreed that the measures of detail mentioned in the present Article may be modified by the two Post Offices, whenever, by mutual Consent, those Offices shall have decided that such modification would be beneficial to the Post Office service of the two Countries.

## ARTICLE XXII

The present Convention is Concluded for an indefinite period. It cannot be annulled by either of the two Governments except after the expiration of a year's notice given to the other Government.

## ARTICLE XXIII

The present Convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by Her Britannick Majesty; and the Ratifications shall be exchanged at London within three Months from the date hereof. It shall come into operation as soon as possible after the exchange of the Ratifications.

In Witness Whereof, the respective Plenipotentiaries have signed the same, and have affixed thereto the seals of their arms.

Done at London the Fifteenth day of December, in the year of our Lord One Thousand Eight Hundred and Forty Eight.

GEORGE BANCROFT	[SEAL]
PALMERSTON	[SEAL]

## SHIP CANAL (CLAYTON-BULWER TREATY)

*Convention signed at Washington April 19, 1850*

*Senate advice and consent to ratification May 22, 1850*

*Ratified by the President of the United States May 23, 1850*

*Ratified by the United Kingdom June 11, 1850*

*Ratifications exchanged at Washington July 4, 1850*

*Entered into force July 4, 1850*

*Proclaimed by the President of the United States July 5, 1850*

*Superseded February 21, 1902, by treaty of November 18, 1901*<sup>1</sup>

9 Stat. 995; Treaty Series 122<sup>2</sup>

### CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND HER BRITANNIC MAJESTY

The United States of America and Her Britannic Majesty, being desirous of consolidating the relations of amity which so happily subsist between them, by setting forth and fixing in a Convention their views and intentions with reference to any means of communication by Ship Canal, which may be constructed between the Atlantic and Pacific Oceans, by the way of the River San Juan de Nicaragua and either or both of the Lakes of Nicaragua or Managua, to any port or place on the Pacific Ocean,—The President of the United States, has conferred full powers on John M. Clayton, Secretary of State of the United States; and Her Britannic Majesty on the Right Honourable Sir Henry Lytton Bulwer, a Member of Her Majesty's Most Honourable Privy Council, Knight Commander of the Most Honourable Order of the Bath, and Envoy Extraordinary and Minister Plenipotentiary of Her Britannic Majesty to the United States, for the aforesaid purpose; and the said Plenipotentiaries having exchanged their full powers, which were found to be in proper form, have agreed to the following articles.

#### ARTICLE I

The Governments of the United States and Great Britain hereby declare, that neither the one nor the other will ever obtain or maintain for itself any exclusive control over the said Ship Canal; agreeing, that neither will ever erect or maintain any fortifications commanding the same, or in the vicinity thereof, or occupy, or fortify, or colonize, or assume, or exercise any dominion over Nicaragua, Costa Rica, the Mosquito Coast, or any part of Central America; nor will either make use of any protection which either affords or may afford, or any alliance which either has or may have, to or with any State or People for the purpose of erecting or maintaining any such fortifications, or of occupying, fortifying, or colonizing Nicaragua, Costa Rica, the Mosquito Coast or any part of Central America, or of assuming or exercising dominion

<sup>1</sup> TS 401, *post*, p. 258.

<sup>2</sup> For a detailed study of this convention, see 5 Miller 671.

over the same; nor will the United States or Great Britain take advantage of any intimacy, or use any alliance, connection or influence that either may possess with any State or Government through whose territory the said Canal may pass, for the purpose of acquiring or holding, directly or indirectly, for the citizens or subjects of the one, any rights or advantages in regard to commerce or navigation through the said Canal, which shall not be offered on the same terms to the citizens or subjects of the other.

## ARTICLE II

Vessels of the United States or Great Britain, traversing the said Canal, shall, in case of war between the contracting parties, be exempted from blockade, detention or capture, by either of the belligerents; and this provision shall extend to such a distance from the two ends of the said Canal, as may hereafter be found expedient to establish.

## ARTICLE III

In order to secure the construction of the said Canal, the contracting parties engage that, if any such Canal shall be undertaken upon fair and equitable terms by any parties having the authority of the local Government or Governments, through whose territory the same may pass, then the persons employed in making the said Canal and their property used, or to be used, for that object, shall be protected, from the commencement of the said Canal to its completion, by the Governments of the United States and Great Britain, from unjust detention, confiscation, seizure or any violence whatsoever.

## ARTICLE IV

The contracting parties will use whatever influence they respectively exercise, with any State, States or Governments possessing, or claiming to possess, any jurisdiction or right over the territory which the said Canal shall traverse, or which shall be near the waters applicable thereto; in order to induce such States, or Governments, to facilitate the construction of the said Canal by every means in their power; and furthermore, the United States and Great Britain agree to use their good offices, wherever or however it may be most expedient, in order to procure the establishment of two free Ports,—one at each end of the said Canal.

## ARTICLE V

The contracting parties further engage that, when the said Canal shall have been completed, they will protect it from interruption, seizure or unjust confiscation, and that they will guarantee the neutrality thereof, so that the said Canal may forever be open and free, and the capital invested therein, secure. Nevertheless, the Governments of the United States and Great Britain, in according their protection to the construction of the said Canal, and guaranteeing its neutrality and security when completed, always understand that, this protection and guarantee are granted conditionally, and may be

withdrawn by both Governments, or either Government, if both Governments, or either Government, should deem that the persons, or company, undertaking or managing the same, adopt or establish such regulations concerning the traffic thereupon, as are contrary to the spirit and intention of this Convention,—either by making unfair discriminations in favor of the commerce of one of the contracting parties over the commerce of the other, or by imposing oppressive exactions or unreasonable tolls upon passengers, vessels, goods, wares, merchandise or other articles. Neither party, however, shall withdraw the aforesaid protection and guarantee, without first giving six months notice to the other.

#### ARTICLE VI

The contracting parties in this Convention engage to invite every State with which both or either have friendly intercourse, to enter into stipulations with them similar to those which they have entered into with each other; to the end, that all other States may share in the honor and advantage of having contributed to a work of such general interest and importance as the Canal herein contemplated. And the contracting parties likewise agree that, each shall enter into Treaty stipulations with such of the Central American States, as they may deem advisable, for the purpose of more effectually carrying out the great design of this Convention, namely,—that of constructing and maintaining the said Canal as a ship-communication between the two Oceans for the benefit of mankind, on equal terms to all, and of protecting the same; and they, also, agree that, the good offices of either shall be employed, when requested by the other, in aiding and assisting the negotiation of such Treaty stipulations; and, should any differences arise as to right or property over the territory through which the said Canal shall pass—between the States or Governments of Central America,—and such differences should, in any way, impede or obstruct the execution of the said Canal, the Governments of the United States and Great Britain will use their good offices to settle such differences in the manner best suited to promote the interests of the said Canal, and to strengthen the bonds of friendship and alliance which exist between the contracting parties.

#### ARTICLE VII

It being desirable that no time should be unnecessarily lost in commencing and constructing the said Canal, the Governments of the United States and Great Britain determine to give their support and encouragement to such persons, or company, as may first offer to commence the same with the necessary capital, the consent of the local authorities, and on such principles as accord with the spirit and intention of this Convention; and if any persons, or company, should already have, with any State through which the proposed Ship-Canal may pass, a contract for the construction of such a Canal as that specified in this Convention,—to the stipulations of which con-

tract neither of the contracting parties in this Convention have any just cause to object,—and the said persons, or company, shall, moreover, have made preparations and expended time, money and trouble on the faith of such contract, it is hereby agreed, that such persons, or company, shall have a priority of claim over every other person, persons or company, to the protection of the Governments of the United States and Great Britain, and be allowed a year, from the date of the exchange of the ratifications of this Convention, for concluding their arrangements, and presenting evidence of sufficient capital subscribed to accomplish the contemplated undertaking; it being understood, that if, at the expiration of the aforesaid period, such persons, or company, be not able to commence and carry out the proposed enterprise, then the Governments of the United States and Great Britain shall be free to afford their protection to any other persons, or company, that shall be prepared to commence and proceed with the construction of the Canal in question.

#### ARTICLE VIII

The Governments of the United States and Great Britain having not only desired in entering into this Convention, to accomplish a particular object, but, also, to establish a general principle, they hereby agree to extend their protection, by Treaty stipulations, to any other practicable communications, whether by Canal or rail-way, across the Isthmus which connects North and South America; and, especially, to the interoceanic communications,—should the same prove to be practicable, whether by Canal or rail-way,—which are now proposed to be established by the way of Tehuantepec, or Panama. In granting, however, their joint protection to any such Canals, or rail-ways, as are by this Article specified, it is always understood by the United States and Great Britain, that the parties constructing or owning the same, shall impose no other charges or conditions of traffic thereupon, than the aforesaid Governments shall approve of, as just and equitable; and, that the same Canals, or rail-ways, being open to the citizens and subjects of the United States and Great Britain on equal terms, shall, also, be open on like terms to the citizens and subjects of every other State which is willing to grant thereto, such protection as the United States and Great Britain engage to afford.

#### ARTICLE IX

The ratifications of this Convention shall be exchanged at Washington, within six months from this day, or sooner, if possible.

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

Done, at Washington, the nineteenth day of April, Anno Domini, one thousand eight hundred and fifty.

JOHN M. CLAYTON	[SEAL]
HENRY LYTTON BULWER	[SEAL]

## CESSION OF HORSESHOE REEF

*Protocol of a conference held at London December 9, 1850*  
*Entered into force December 9, 1850*

18 Stat. 325 <sup>1</sup>

### PROTOCOL OF A CONFERENCE HELD AT THE FOREIGN OFFICE, DECEMBER 9, 1850, CEDING HORSE-SHOE REEF TO THE UNITED STATES

Abbott Lawrence, Esquire, the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at the court of Her Britannic Majesty, and Viscount Palmerston, Her Britannic Majesty's Principal Secretary of State for Foreign Affairs, having met together at the foreign office:

Mr. Lawrence stated that he was instructed by his Government to call the attention of the British Government to the dangers to which the important commerce of the great Lakes of the Interior of America, and more particularly that concentrating at the town of Buffalo near the entrance of the Niagara River from Lake Erie, and that passing through the Welland Canal, is exposed from the want of a lighthouse near the outlet of Lake Erie. Mr. Lawrence stated that the current of the Niagara River is at that spot very strong, and increases in rapidity as the river approaches the falls; and as that part of the river is necessarily used for the purpose of a harbor, the Congress of the United States, in order to guard against the danger arising from the rapidity of the current, and from other local causes, made an appropriation for the construction of a lighthouse at the outlet of the lake. But on a local survey being made, it was found that the most eligible site for the erection of the lighthouse was a reef known by the name of the "Horse-shoe Reef," which is within the dominions of Her Britannic Majesty; and Mr. Lawrence was therefore instructed by the Government of the United States to ask whether the Government of Her Britannic Majesty will cede to the United States the Horse-shoe Reef, or such part thereof as may be necessary for the purpose of erecting a lighthouse; and if not, whether the British Government will itself erect and maintain a lighthouse on the said Reef.

Viscount Palmerston stated to Mr. Lawrence in reply, that Her Majesty's Government concurs in opinion with the Government of the United States, that the proposed lighthouse would be of great advantage to all vessels navigating the Lakes; and that Her Majesty's Government is prepared to advise

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<sup>1</sup> For a detailed study of this protocol, see 5 Miller 905.

Her Majesty to cede to the United States such portion of the Horse-shoe Reef as may be found requisite for the intended lighthouse, provided the Government of the United States will engage to erect such lighthouse, and to maintain a light therein; and provided no fortification be erected on the said Reef.

Mr. Lawrence and Viscount Palmerston, on the part of their respective Governments, accordingly agreed that the British Crown should make this cession, and that the United States should accept it, on the above-mentioned conditions.

ABBOTT LAWRENCE  
PALMERSTON

## SETTLEMENT OF CLAIMS

*Convention signed at London February 8, 1853*

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

*Ratified by the President of the United States March 17, 1853*

*Ratified by the United Kingdom June 29, 1853*

*Ratifications exchanged at London July 26, 1853*

*Entered into force July 26, 1853*

*Proclaimed by the President of the United States August 20, 1853*

*Article III amended by convention of July 17, 1854<sup>1</sup>*

*Terminated upon fulfillment of its terms<sup>2</sup>*

10 Stat. 988; Treaty Series 123

Whereas claims have, at various times since the signature of the Treaty of Peace and Friendship between the United States of America and Great Britain, concluded at Ghent on the 24th of December, 1814,<sup>3</sup> been made upon the government of the United States on the part of corporations, companies, and private individuals, subjects of her Britannic Majesty, and upon the government of her Britannic Majesty on the part of corporations, companies, and private individuals, citizens of the United States; and whereas some of such claims are still pending, and remain unsettled, the President of the United States of America, and her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being of opinion that a speedy and equitable settlement of all such claims will contribute much to the maintenance of the friendly feelings which subsist between the two countries, have resolved to make arrangements for that purpose by means of a Convention, and have named as their Plenipotentiaries to confer and agree thereupon—that is to say—

The President of the United States of America, Joseph Reed Ingersoll, Envoy Extraordinary and Minister Plenipotentiary of the United States to her Britannic Majesty;

And her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right Honorable John Russell, (commonly called Lord John

<sup>1</sup> For an extension of time allowed for settlement, see convention signed at Washington July 17, 1854 (TS 125), *post*, p. 121.

111.

<sup>3</sup> TS 109, *ante*, p. 41.

Russell,) a member of her Britannic Majesty's Most Honorable Privy Council, a member of Parliament, and her Britannic Majesty's Principal Secretary of State for Foreign Affairs;

Who, after having communicated to each other their respective full powers, found in good and due form, have agreed as follows:

#### ARTICLE I

The High Contracting Parties agree that all claims on the part of corporations, companies, or private individuals, citizens of the United States, upon the government of her Britannic Majesty, and all claims on the part of corporations, companies, or private individuals, subjects of her Britannic Majesty, upon the government of the United States, which may have been presented to either government for its interposition with the other since the signature of the Treaty of Peace and Friendship, concluded between the United States of America and Great Britain at Ghent, on the 24th of December, 1814, and which yet remain unsettled, as well as any other such claims which may be presented within the time specified in article III, hereinafter, shall be referred to two commissioners, to be appointed in the following manner—that is to say: One commissioner shall be named by the President of the United States, and one by her Britannic Majesty. In case of the death, absence, or incapacity of either commissioner, or in the event of either commissioner omitting or ceasing to act as such, the President of the United States, or her Britannic Majesty, respectively, shall forthwith name another person to act as commissioner in the place or stead of the commissioner originally named.

The commissioners, so named, shall meet at London at the earliest convenient period after they shall have been respectively named; and shall, before proceeding to any business, make and subscribe a solemn declaration that they will impartially and carefully examine and decide, to the best of their judgment, and according to justice and equity, without fear, favor, or affection to their own country, upon all such claims as shall be laid before them on the part of the governments of the United States and of her Britannic Majesty, respectively; and such declaration shall be entered on the record of their proceedings.

The commissioners shall then, and before proceeding to any other business, name some third person to act as an arbitrator or umpire in any case or cases on which they may themselves differ in opinion. If they should not be able to agree upon the name of such third person, they shall each name a person; and in each and every case in which the commissioners may differ in opinion as to the decision which they ought to give, it shall be determined by lot which of the two persons so named shall be the arbitrator or umpire in that particular case. The person or persons so to be chosen to be arbitrator or umpire shall, before proceeding to act as such in any case, make and sub-

scribe a solemn declaration in a form similar to that which shall already have been made and subscribed by the commissioners, which shall be entered on the record of their proceedings. In the event of the death, absence, or incapacity of such person or persons, or of his or their omitting, or declining, or ceasing to act as such arbitrator or umpire, another and different person shall be named as aforesaid to act as such arbitrator or umpire in the place and stead of the person so originally named as aforesaid, and shall make and subscribe such declaration as aforesaid.

## ARTICLE II

The commissioners shall then forthwith conjointly proceed to the investigation of the claims which shall be presented to their notice. They shall investigate and decide upon such claims, in such order, and in such manner, as they may conjointly think proper, but upon such evidence or information only as shall be furnished by or on behalf of their respective governments. They shall be bound to receive and peruse all written documents or statements which may be presented to them by or on behalf of their respective governments, in support of, or in answer to, any claim; and to hear, if required, one person on each side, on behalf of each government, as counsel or agent for such government, on each and every separate claim. Should they fail to agree in opinion upon any individual claim, they shall call to their assistance the arbitrator or umpire whom they may have agreed to name, or who may be determined by lot, as the case may be; and such arbitrator or umpire, after having examined the evidence adduced for and against the claim, and after having heard, if required, one person on each side as aforesaid, and consulted with the commissioners, shall decide thereupon finally and without appeal. The decision of the commissioners, and of the arbitrator or umpire, shall be given upon each claim in writing, and shall be signed by them respectively. It shall be competent for each government to name one person to attend the commissioners as agent on its behalf, to present and support claims on its behalf, and to answer claims made upon it, and to represent it generally in all matters connected with the investigation and decision thereof.

The President of the United States of America, and her Majesty the Queen of the United Kingdom of Great Britain and Ireland, hereby solemnly and sincerely engage to consider the decision of the commissioners conjointly, or of the arbitrator or umpire, as the case may be, as absolutely final and conclusive upon each claim decided upon by them or him respectively, and to give full effect to such decisions without any objection, evasion, or delay whatsoever.

It is agreed that no claim arising out of any transaction of a date prior to the 24th of December, 1814, shall be admissible under this Convention.

## ARTICLE III

Every claim shall be presented to the commissioners within six months from the day of their first meeting, unless in any case where reasons for delay shall be established to the satisfaction of the commissioners, or of the arbitrator or umpire, in the event of the commissioners differing in opinion thereupon; and then, and in any such case, the period for presenting the claim may be extended to any time not exceeding three months longer.

The commissioners shall be bound to examine and decide upon every claim within one year from the day of their first meeting.<sup>4</sup> It shall be competent for the commissioners conjointly, or for the arbitrator or umpire, if they differ, to decide in each case whether any claim has or has not been duly made, preferred, and laid before them, either wholly, or to any and what extent, according to the true intent and meaning of this Convention.

## ARTICLE IV

All sums of money which may be awarded by the commissioners, or by the arbitrator or umpire, on account of any claim, shall be paid by the one government to the other, as the case may be, within twelve months after the date of the decision, without interest, and without any deduction, save as specified in article VI hereinafter.

## ARTICLE V

The High Contracting Parties engage to consider the result of the proceedings of this commission as a full, perfect, and final settlement of every claim upon either government arising out of any transaction of a date prior to the exchange of the ratifications of the present Convention; and further engage that every such claim, whether or not the same may have been presented to the notice of, made, preferred, or laid before the said commission, shall, from and after the conclusion of the proceedings of the said commission, be considered and treated as finally settled, barred, and thenceforth inadmissible.

## ARTICLE VI

The commissioners, and the arbitrator or umpire, shall keep an accurate record, and correct minutes or notes of all their proceedings, with the dates thereof, and shall appoint and employ a clerk, or other persons, to assist them in the transaction of the business which may come before them.

Each government shall pay to its commissioner an amount of salary not exceeding three thousand dollars, or six hundred and twenty pounds sterling, a year, which amount shall be the same for both governments.

The amount of salary to be paid to the arbitrator (or arbitrators, as the

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<sup>4</sup>For an extension of time allowed for settlement, see convention signed at Washington July 17, 1854 (TS 125), *post*, p. 121.

case may be) shall be determined by mutual consent at the close of the commission.

The salary of the clerk shall not exceed the sum of fifteen hundred dollars, or three hundred and ten pounds sterling, a year.

The whole expenses of the commission, including contingent expenses, shall be defrayed by a ratable deduction on the amount of the sums awarded by the commission; provided always that such deduction shall not exceed the rate of five per cent. on the sums so awarded.

The deficiency, if any, shall be defrayed in moieties by the two governments.

#### ARTICLE VII

The present Convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by her Britannic Majesty; and the ratifications shall be exchanged at London as soon as may be within twelve months from the date hereof.

In witness whereof, the respective Plenipotentiaries have signed the same, and have affixed thereto the seals of their arms.

Done at London, the eighth day of February, in the year of our Lord one thousand eight hundred and fifty-three.

J. R. INGERSOLL [SEAL]

J. RUSSELL [SEAL]

## FISHERIES, COMMERCE, AND NAVIGATION IN NORTH AMERICA

*Treaty signed at Washington June 5, 1854*

*Senate advice and consent to ratification August 2, 1854*

*Ratified by the President of the United States August 9, 1854*

*Ratified by the United Kingdom August 17, 1854*

*Ratifications exchanged at Washington September 9, 1854*

*Entered into force September 9, 1854; operative March 16, 1855*

*Proclaimed by the President of the United States September 11, 1854*

*Terminated March 17, 1866*<sup>1</sup>

10 Stat. 1089; Treaty Series 124<sup>2</sup>

The Government of the United States being equally desirous with Her Majesty the Queen of Great Britain to avoid further misunderstanding between their respective citizens and subjects, in regard to the extent of the right of fishing on the coasts of British North America, secured to each by Article I. of a convention between the United States and Great Britain, signed at London on the 20<sup>th</sup> day of October, 1818;<sup>3</sup> and being also desirous to regulate the commerce and navigation between their respective territories and people, and more especially between Her Majesty's Possessions in North America and the United States in such manner as to render the same reciprocally beneficial and satisfactory, have respectively named Plenipotentiaries to confer and agree thereupon—that is to say, the President of the United States of America, William L. Marcy, Secretary of State of the United States, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, James, Earl of Elgin and Kincardine, Lord Bruce, and Elgin, a Peer of the United Kingdom, Knight of the Most Antient and Most Noble Order of the Thistle, and Governor General in and over all Her Britannic Majesty's Provinces on the Continent of North America, and in and over the Island of Prince Edward; who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon the following articles:

<sup>1</sup> Pursuant to notice of termination given by the United States Mar. 17, 1865.

<sup>2</sup> For a detailed study of this treaty, see 6 Miller 667.

<sup>3</sup> TS 112, *ante*, p. 57.

## ART. I

It is agreed by the High Contracting Parties, that in addition to the liberty secured to the United States fishermen by the above mentioned convention of October 20, 1818, of taking, curing, and drying fish on certain coasts of the British North American Colonies therein defined, the inhabitants of the United States shall have in common with the subjects of Her Britannic Majesty, the liberty to take fish of every kind, except shell-fish, on the sea coasts and shores, and in the bays, harbors, and creeks of Canada, New Brunswick, Nova Scotia, Prince Edward's Island, and of the several Islands thereunto adjacent, without being restricted to any distance from the shore; with permission to land upon the coasts and shores of those Colonies and the Islands thereof, and also upon the Magdalen Islands, for the purpose of drying their nets and curing their fish: provided that in so doing, they do not interfere with the rights of private property or with British fishermen in the peaceable use of any part of the said coast in their occupancy for the same purpose.

It is understood that the above mentioned liberty applies solely to the sea fishery, and that the salmon and shad fisheries, and all fisheries in rivers, and the mouths of rivers, are hereby reserved exclusively for British fishermen.

And it is further agreed that in order to prevent or settle any disputes as to the places to which the reservation of exclusive right to British fishermen contained in this Article, and that of fishermen of the United States contained in the next succeeding Article, apply, each of the High Contracting Parties, on the application of either to the other, shall, within six months thereafter, appoint a Commissioner. The said Commissioners, before proceeding to any business, shall make and subscribe a solemn declaration that they will impartially and carefully examine and decide to the best of their judgment, and according to justice and equity, without fear, favor, or affection to their own country, upon all such places as are intended to be reserved and excluded from the common liberty of fishing under this and the next succeeding Article; and such declaration shall be entered on the record of their proceedings. The Commissioners shall name some third person to act as an Arbitrator or Umpire in any case or cases on which they may themselves differ in opinion. If they should not be able to agree upon the name of such third person, they shall each name a person, and it shall be determined by lot which of the two persons so named shall be the Arbitrator or Umpire in cases of difference or disagreement between the Commissioners. The person so to be chosen to be Arbitrator or Umpire shall, before proceeding to act as such in any case, make and subscribe a solemn declaration in a form similar to that which shall already have been made and subscribed by the Commissioners, which shall be entered on the record of their proceedings. In the event of the death, absence, or incapacity of either of the Commissioners or of the Arbitrator or Umpire, or of their or his omitting, declining, or ceasing to act as such Commissioner, Arbitrator, or Umpire, another and different

person shall be appointed or named as aforesaid to act as such Commissioner, Arbitrator, or Umpire, in the place and stead of the person so originally appointed or named as aforesaid, and shall make and subscribe such declaration as aforesaid.

Such Commissioners shall proceed to examine the coasts of the North American Provinces and of the United States embraced within the provisions of the first and second articles of this treaty, and shall designate the places reserved by the said Articles from the common right of fishing therein.

The decision of the Commissioners and of the Arbitrator or Umpire shall be given in writing in each case, and shall be signed by them respectively.

The High Contracting Parties hereby solemnly engage to consider the decision of the Commissioners conjointly, or of the Arbitrator or Umpire, as the case may be, as absolutely final and conclusive in each case decided upon by them or him, respectively.

## ART. II

It is agreed by the High Contracting Parties that British subjects shall have, in common with the citizens of the United States, the liberty to take fish of every kind, except shell-fish, on the Eastern sea coasts and shores of the United States, North of the 36th parallel of North Latitude, and on the shores of the several Islands thereunto adjacent, and in the bays, harbors, and creeks of the said sea coasts and shores of the United States and of the said Islands, without being restricted to any distance from the shore, with permission to land upon the said coasts of the United States and of the Islands aforesaid, for the purpose of drying their nets and curing their fish: provided that, in so doing, they do not interfere with the rights of private property, or with the fishermen of the United States in the peaceable use of any part of the said coasts in their occupancy for the same purpose.

It is understood that the above mentioned liberty applies solely to the sea fishery, and that salmon and shad fisheries, and all fisheries in rivers and mouths of rivers, are hereby reserved exclusively for fishermen of the United States.

## ART. III

It is agreed that the articles enumerated in the schedule hereunto annexed, being the growth and produce of the aforesaid British Colonies, or of the United States, shall be admitted into each country respectively free of duty.

### SCHEDULE

Grain, flour, and breadstuffs of all kinds.  
Animals of all kinds.  
Fresh, smoked, and salted meats.  
Cotton—wool, seeds, and vegetables.  
Undried fruits. Dried fruits.  
Fish of all kinds.

Products of fish and of all other creatures living in the water.

Poultry. Eggs.

Hides, furs, skins or tails undressed.

Stone or marble in its crude or unwrought state.

Slate.

Butter, cheese, tallow.

Lard, horns, manures.

Ores of metals of all kinds.

Coal.

Pitch, tar, turpentine, ashes.

Timber and lumber of all kinds, round, hewed and sawed, unmanufactured in whole or in part.

Firewood.

Plants, shrubs, and trees.

Pelts, wool.

Fish-Oil.

Rice, broomcorn, and bark.

Gypsum, ground, or unground.

Hewn or wrought or unwrought burr or grindstones.

Dye-stuffs.

Flax, hemp, and tow unmanufactured.

Unmanufactured tobacco.

Rags.

#### ART. IV

It is agreed that the citizens and inhabitants of the United States shall have the right to navigate the river St. Lawrence and the canals in Canada used as the means of communicating between the great Lakes and the Atlantic Ocean, with their vessels, boats, and crafts, as fully and freely as the subjects of Her Britannic Majesty, subject only to the same tolls and other assessments as now are or may hereafter be exacted of Her Majesty's said subjects, it being understood, however, that the British Government retains the right of suspending this privilege on giving due notice thereof to the Government of the United States.

It is further agreed that if at any time the British Government should exercise the said reserved right, the Government of the United States shall have the right of suspending, if it think fit, the operation of Art. III. of the present treaty in so far as the Province of Canada is affected thereby, for so long as the suspension of the free navigation of the river St. Lawrence or the canals may continue.

It is further agreed that British subjects shall have the right freely to navigate Lake Michigan with their vessels, boats, and crafts, so long as the privilege of navigating the river St. Lawrence secured to American citizens by the above clause of the present Article shall continue, and the Government of the United States further engages to urge upon the State Governments to secure to the subjects of Her Britannic Majesty the use of the several State canals on terms of equality with the inhabitants of the United States.

And it is further agreed that no export duty or other duty shall be levied on lumber or timber of any kind cut on that portion of the American territory in the State of Maine watered by the river St. John and its tributaries and

floated down that river to the sea, when the same is shipped to the United States from the Province of New Brunswick.

#### ART. V

The present treaty shall take effect as soon as the laws required to carry it into operation shall have been passed by the Imperial Parliament of Great Britain and by the Provincial Parliaments of those of the British North American Colonies which are affected by this treaty on the one hand, and by the Congress of the United States on the other.<sup>4</sup> Such assent having been given, the treaty shall remain in force for ten 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 ten years, or at any time afterwards.

It is clearly understood, however, that this stipulation is not intended to affect the reservation made by Article IV of the present treaty with regard to the right of temporarily suspending the operation of Articles III and IV thereof.

#### ART. VI

And it is hereby further agreed that the provisions and stipulations of the foregoing Articles shall extend to the Island of Newfoundland, so far as they are applicable to that Colony. But if the Imperial Parliament, the Provincial Parliament of Newfoundland, or the Congress of the United States shall not embrace in their laws enacted for carrying this treaty into effect, the Colony of Newfoundland, then this Article shall be of no effect, but the omission to make provision by law to give it effect, by either of the legislative bodies aforesaid, shall not in any way impair the remaining Articles of this treaty.

#### ART. VII

The present treaty shall be duly ratified, and the mutual exchange of ratifications shall take place in Washington, within six months from the date hereof, or earlier, if possible.

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

Done, in triplicate, at Washington, the fifth day of June, Anno Domini one thousand eight hundred and fifty-four.

W. L. MARCY	[SEAL]
ELGIN & KINGARDINE	[SEAL]

<sup>4</sup> Act of British Parliament of Feb. 19, 1855 (45 *British and Foreign State Papers* 609) and the President's proclamation of Mar. 16, 1855 under sec. 1 of the act of Aug. 5, 1854 (10 Stat. 1179). For further details see 6 Miller 736.

## SETTLEMENT OF CLAIMS

*Convention signed at Washington July 17, 1854, amending convention of February 8, 1853*

*Senate advice and consent to ratification July 21, 1854*

*Ratified by the President of the United States July 24, 1854*

*Ratified by the United Kingdom August 8, 1854*

*Ratifications exchanged at London August 18, 1854*

*Entered into force August 18, 1854*

*Proclaimed by the President of the United States September 11, 1854*

*Terminated upon fulfillment of its terms*<sup>1</sup>

10 Stat. 1103; Treaty Series 125<sup>1</sup>

Whereas a Convention was concluded on the 8th day of February, 1853,<sup>2</sup> between the United States of America and Her Britannic Majesty, for the settlement of outstanding claims, by a Mixed Commission, limited to endure for twelve months from the day of the first meeting of the Commissioners: And whereas doubts have arisen as to the practicability of the business of the said Commission being concluded within the period assigned, the President of the United States and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland are desirous that the time originally fixed for the duration of the Commission should be extended, and to this end have named Plenipotentiaries to agree upon the best mode of effecting this object, that is to say: the President of the United States, the Honorable William L. Marcy, Secretary of State of the United States; and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, John Fiennes Crampton, Esq<sup>re</sup>, Her Majesty's Envoy Extraordinary and Minister Plenipotentiary at Washington, who have agreed as follows:

### ARTICLE I

The High Contracting Parties agree that the time limited in the Convention above referred to for the termination of the Commission shall be extended for a period not exceeding four months from the 15th of September next, should such extension be deemed necessary by the Commissioners, or the Umpire, in case of their disagreement. It being agreed that nothing contained in this Article shall in anywise alter or extend the time originally fixed in the said Convention for the presentation of claims to the Commissioners.

<sup>1</sup> For a detailed study of this convention, see 6 Miller 787.

<sup>2</sup> TS 123, *ante*, p. 111.

## ARTICLE II

The present Convention shall be ratified, and the ratifications shall be exchanged at London as soon as possible within four months from the date thereof.

In witness whereof, the respective Plenipotentiaries have signed the same, and have affixed thereto the seals of their arms.

Done at Washington, the seventeenth day of July, in the year of our Lord one thousand eight hundred and fifty-four.

W. L. MARCY [SEAL]

JOHN F. CRAMPTON [SEAL]

# JOINT OCCUPATION OF SAN JUAN ISLAND

*Exchanges of notes October 25 and 29 and November 2, 3, 5, 7, and 9, 1859, and March 20 and 23, 1860  
Terminated November 25, 1872*<sup>1</sup>

8 Miller 281

*The General in Chief of the United States Army to the Governor  
of the Colony of Vancouver Island*

HEAD QUARTERS OF THE ARMY  
FORT TOWNSEND, WASHINGTON TERRITORY

OCTOBER 25, 1859

To His Excellency JAMES DOUGLAS, Esq., C.B.

*Governor of the Colony of Vancouver and its dependencies,*

&c &c &c

The undersigned, Lieutenant General, and Commanding in Chief the Army of the United States, having been drawn to this frontier by the apprehension of some untoward collision of arms between the forces of the United States and those of Great Britain in and about the Island of San Juan—the sovereignty of which is claimed by both nations—does not hesitate in the great interests of peace, assumed to be as important to one party as to the other, at once to submit for the consideration of His Excellency the following proposition to serve as a basis for the temporary adjustment of any present difficulty, until the two governments shall have had time to settle the question of title diplomatically:

Without prejudice to the claim of either nation to the sovereignty of the entire Island of San Juan, now in dispute, it is proposed that each shall occupy a separate portion of the same by a detachment of Infantry, Riflemen or Marines, not exceeding one hundred men, with their appropriate arms, only, for the equal protection of their respective countrymen in their persons and property, and to repel any descent on the part of hostile Indians.

In modification of this basis, any suggestion his Excellency may think

<sup>1</sup> Date of British withdrawal. The controversy over the northwest water boundary was referred to the arbitration of the German Emperor pursuant to arts. XXXIV–XLII of treaty signed at Washington May 8, 1871 (TS 133, *post*, p. 170). On Oct. 21, 1872, the Emperor rendered an award in favor of the U.S. claim that the boundary should run through Haro Strait.

necessary or any addition he may propose, will be respectfully considered by the undersigned.

This communication will be handed to His Excellency by Lieut. Colonel Lay, an Aide-de-camp of the undersigned—who has the honor to subscribe himself,

With high respect,

His Excellency's Ob<sup>t</sup> Serv<sup>t</sup>,

WINFIELD SCOTT

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*The Governor of the Colony of Vancouver Island to the General in Chief  
of the United States Army*

VICTORIA, VANCOUVER'S ISLAND  
29 Oct 1859

SIR: I have had the honor of receiving by the hands of Lieut Colonel Lay, your note of the 25<sup>th</sup> Inst., Communicating to me the reasons which have drawn you to the frontier of Washington Territory, and for the great interests of peace, making a proposition to serve as a basis for the temporary adjustment of the present difficulty arising out of the occupation of the Island of San Juan by Troops of the United States.

2—In the first place I beg you will permit me to offer you my warm congratulations upon your arrival in this neighbourhood, and the assurance of my earnest desire to co-operate with you in the most cordial Spirit. I thank you for the frank and friendly tone which characterizes your note, and I trust you will believe me when I say that if I am not able entirely to accede to your views it proceeds solely from the necessity which exists under present circumstances that I should take no step which might in the least embarrass the Government of Her Britannic Majesty in any line of action they might think fit to adopt. You have been specially accredited by the Government of the United States and I fully appreciate the fact—but I on the contrary am not in possession of the views of Her Majesty's Government on this matter, and therefore am not at liberty to anticipate the course they may think fit to pursue.

3—You propose without prejudice to the claim of either nation to the Sovereignty of the entire Island of San Juan, that each shall occupy a separate portion of the same, by a detachment of Infantry, Riflemen, or Marines, not exceeding one hundred men, with their appropriate arms only, for the equal protection of their respective countrymen in their persons and property, and to repel any discent on the part of hostile Indians. For the reasons above given you can readily understand, Sir, that were I to accede to this proposition, I should at once be committing Her Majesty's Government, and, I believe, I should at the same time, on their behalf be assuming an attitude which I do not think they would now be desirous of main-

taining. I admit that the protection of the citizens of both Nations who are now resident on the Island is a matter which cannot be overlooked or lightly treated, but the principal protection that may be required is from dissensions amongst themselves, and not against hostile Indians, from whom I do not apprehend there is the slightest danger of molestation.

4—I again assure you that I am most cordially disposed to co-operate with you in the frankest manner to assist in removing any and every cause which might, unhappily, disturb the particularly satisfactory relations at the present moment existing between Her Majesty's Government and that of the United States, and I conceive that that end can be best attained by replacing matters at San Juan as they were before the landing of the United States Troops,—the "*Status*" established upon the moderate and conciliatory views laid down in Secretary Marcy's Despatch to Governor Stevens of the 14 July 1855.

5—An arrangement on that footing would bring the whole affair to a conclusion satisfactory to both parties, and so highly honorable to the Government of the United States that I feel sure it would at once remove any cause of complaint which Her Majesty's Government might be reasonably expected to entertain.

6—I would therefore submit for your consideration that for the protection of the small settled British & American population there should be a joint *civil* occupation, composed of the present resident Stipendiary Magistrates, with such assistants as may be necessary, and that the Military and Naval forces on both sides be wholly withdrawn.

7—Should however it hereafter appear that a Military force is indispensable for protection, I can see no objection to such a force being landed upon San Juan with such understanding as the British and American Authorities may mutually determine upon.

8—It is no doubt, Sir, fresh in your recollection that the sole reason assigned to me by General Harney for the occupation of San Juan was to protect the citizens of the United States from "insults and indignities" offered them by the British Authorities at Vancouver's Island. In my reply, I, in the most earnest and emphatic manner repudiated the aspersion, and endeavoured to prove to General Harney that for the cause alleged there was no necessity for the presence of U.S. Troops on the Island of San Juan, and I therefore begged for the sake of peace that he would withdraw the Troops. He however declined to do so upon the plea that he had no assurance that American Citizens would continue free from molestation by the British Authorities. I feel confident, Sir, I need not renew to you my assurance that the British Authorities in Vancouver's Island have no intention under existing Circumstances to interfere with any of the Citizens of the United States, who may be resident upon San Juan, and I therefore anticipate that a consideration of these facts together with those before mentioned will remove any difficulty you may have apprehended touching the withdrawal of the U.S.

Troops from San Juan and I earnestly trust will induce you to entertain with favor the proposition I have made.

9—I hope, Sir, I may have the pleasure of meeting you personally when minute details could be so much better discussed than by letter, and it would indeed be a source of gratification to me to have the honor of welcoming to the Shores of Vancouver's Island an Officer so highly distinguished as he whom I now have the honor of addressing, and who I beg will allow me to subscribe myself as his—most obedient

Humble Serv<sup>t</sup>

JAMES DOUGLAS

Lieut General WINFIELD SCOTT

*Commanding in Chief the Army of the United States*

&c &c &c

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*The General in Chief of the United States Army to the Governor  
of the Colony of Vancouver Island*

HEAD QUARTERS OF THE UNITED STATES' ARMY  
FALSE DUNGENNESS HARBOR, WASHINGTON TERRITORY

November 2, 1859

To His Excellency JAMES DOUGLAS, Esquire, C.B.,

*Governor of the Colony of Vancouver's Island and its dependencies,  
and Vice Admiral of the same.*

SIR: I have the honor to acknowledge your communication of the 29<sup>th</sup> ultimo (the receipt of which has been much delayed by winds and fogs) in reply to mine dated four days earlier.

It is with regret I learn that the basis for the settlement of the immediate San Juan difficulty, I had the honor to submit, has not received your acceptance; and that sentiment is deepened at finding myself unable to accept your proposed substitute. We ought not, however, to despair of finding the means of maintaining the peace of the frontier till the good sense and good feelings of our governments shall have had time to supervene and, directly, to dispose of the whole subject of the disputed island forever.

Your Excellency seems to regard the preliminary evacuation of that island by the American troops as a *sine qua non* to any adjustment of the immediate question before us. I am sure that, at the date of the instructions which brought me hither, and in the anxious interviews between Mr. Secretary Cass and H.B.M. Minister, Lord Lyons, residing near the government of the U. States, no such suggestion was made by his Lordship, or it would not

only have been communicated to me, but have, in all probability, stopped this mission of peace.

You "submit for [my] consideration that, for the protection of the small British and American population settled on the island, there should be a joint civil occupation, composed of the present resident stipendiary magistrates, with such assistants as may be necessary, and that the military and naval forces on both sides be wholly withdrawn."

It strikes me as a decisive objection to this basis that if a magistrate (judge or justice of the peace) could be legally (except by treaty between sovereign powers) established on neutral territory, such functionary could not be subjected to the orders of any officer of the United States' Army, nor even to the direct control of the President of the United States, though appointed by an American territorial governor claiming jurisdiction over the disputed territory, and therefore not to be considered a fit person to be intrusted with matters affecting the peace of two great nations. Besides, I have adopted the impression of my countrymen generally on this frontier, that the few citizens settled on the San Juan Island, though, like all other American pioneers, brave and possessed of effective weapons for defense and attack, do, in reality, stand in need of troops for protection, not only against predatory bands of Indians coming from foreign parts, but from such bands residing within our own limits. A marauding descent of this kind was made but a few weeks since upon the village of Whatcom, in Bellingham Bay, when a small detachment of soldiers was actually sent *from the disputed island* to protect the villagers against a threatened renewal of the outrage! (I am but just returned from that village.)

Moved by the foregoing considerations and the spirit of peace which is known to animate our governments, I will respectfully ask your Excellency to review your decision on my original proposition, which, the better to show its probable workings, if adopted, I have somewhat elaborated in the accompanying *Projet of a temporary settlement &c.* I am persuaded that, on mature reflection, you will find nothing in it to hurt English pride or to prejudice English interests, but much to sooth past irritations, on both sides, and to prevent any local conflict. The details of the plan are no doubt susceptible of improved modifications; but I must candidly say I do not see how I can possibly consent to a change in the principle.

Highly appreciating the personal compliments of your Excellency, and reciprocating the kind feelings which prompted them—I have the honor to remain, With high consideration,

Your Excellency's Most Obt. Serv<sup>t</sup>

WINFIELD SCOTT

[ENCLOSURE]

*Projet of a temporary settlement &c &c.*

Whereas the Island of San Juan, in dispute between the governments of the United States and Great Britain, is now occupied by a detachment of United States' troops—protection against Indian incursions having been petitioned for by American citizens resident thereon—and against such occupation a formal protest has been entered, in behalf of Her Britannic Majesty's Government, by His Excellency James Douglas, Esquire, C.B., Governor of the Colony of Vancouver's Island and its dependencies and Vice Admiral of the same—;

It is now proposed by Lieutenant General Scott, Commanding-in-Chief the Army of the United States, in behalf of his government and in deference to the great interests of the two nations, that a joint occupancy be substituted for the present one, which proposition being accepted by His Excellency, it is hereby stipulated and agreed between the said Scott and the said Douglas, that the substitution, without prejudice to the claim of either government to the sovereignty of the entire island and until that question shall be amicably settled, shall consist of two detachments of Infantry, Riflemen or Marines of the two nations, neither detachment of more than one hundred men, with their appropriate arms only and to be posted in separate camps or quarters for the equal protection of their respective countrymen on the island in persons and property, as also to repel descents of marauding Indians:

And whereas, pending such joint occupation, a strict police over the island will be necessary to the maintenance of friendly relations between the troops of the two nations as well as good order among the settlers, it is further stipulated and agreed between the parties, signers of these presents, that the commanding officer of each detachment composing the joint occupation shall be furnished with an authenticated copy thereof by the respective signers, to be regarded as a warrant and command—to the American commander from the said Scott, and to the British commander, from the said Douglas—to seize and confine, or to banish from the island, any person or persons, whatsoever, found or known to be engaged in fomenting any quarrel or misunderstanding between the officers or men of one of the detachments and the officers or men of the other, and further to treat in like manner all other offenders against the peace and good order of the island:—it being, however, expressly understood and enjoined that such measures of correction shall only be applied to American citizens or persons claiming to be such, by the American commander, or to British subjects or persons claiming to be such, by the British Commander.

*The Governor of the Colony of Vancouver Island to the General in Chief  
of the United States Army*

VICTORIA VANCOUVERS ISLAND  
3<sup>d</sup> November 1859

SIR: Lieu<sup>t</sup> Colonel Lay yesterday placed in my hands your Despatch of the 2<sup>d</sup> Instant, conveying to me your sentiments upon the subject of my proposal for the temporary adjustment of affairs in connection with San Juan, and informing me that you are unable to accept that proposal.

2. I regret Sir, for many reasons, that you did not accede to my suggestion of a joint civil occupation, as a temporary expedient for preserving tranquillity, and especially so, because the course you propose to me of a joint Military occupation, is one which I cannot assent to, or carry into effect, without the sanction or express instructions of my Government

3. I am authorized to maintain all treaties as they exist, but not to alter the provisions, or to disregard the stipulations, of any—and in short I am sensible that it would not be advisable for me, to anticipate by any action on my part, the instructions I may soon receive from Her Majesty's Government, unless there was an evident and imperative necessity for the adoption of such a course, which necessity does not in my opinion exist in the present instance.

4. I conceive that protection against all ordinary danger, to which either British subjects or American Citizens residing on the Island of San Juan are exposed, may be fully attained without resorting to the extreme measure of a joint Military occupation, and moreover the expediency of offering protection to individuals who may settle on Territory the sovereignty of which has not been determined, may justly be questioned. Protection under such circumstances can indeed hardly be considered as a duty incumbent on Governments, and on my part I am not left in doubt on the subject, as my instructions direct me to announce, with reference to this Colony, that protection cannot be afforded to persons, who, by wandering beyond the precincts of the settlements, and the jurisdiction of the Tribunals, voluntarily expose themselves to the violence or treachery of the native Tribes.

5. You must permit me Sir, further to add, that Her Majesty's Authorities in this Colony have, with respect to the United States, committed no violation of existing Treaty stipulations, nor been guilty of any act of discourtesy whatever, towards the Government of that Nation; but have on all occasions during the late exciting events, exhibited a degree of forbearance which will I trust be accepted as a guarantee that by no future act will we seek to impair the pacific relations existing between Great Britain and the United States.

6. Should you Sir, after the explanations I have herein given, in reference to my official powers and position, proceed to carry out your pacific mission, and divest the large military force now on San Juan of its menacing attitude, by removing it from the Island; we will instantly withdraw the British Naval Force now maintained there, and so soon as I receive the instructions of my

Government, I shall be glad to co-operate with you, in arranging a plan for the temporary maintenance of order and protection of life and property upon the Island.

7. In the mean time you may rest assured that we will not disturb the "Status" of San Juan, by taking possession of the Island, or by assuming any jurisdiction there, to the prejudice of the position in which the question of title was placed, by Mr. Secretary Marcy and Her Majesty's Representative, in the year 1855.

8. Again assuring you of my desire to act with you, to the utmost of my power, in the most cordial manner, and with the utmost frankness and sincerity, and renewing to you my expressions of high consideration and respect.

I have &c &c.

JAMES DOUGLAS

To Lieut General WINFIELD SCOTT

*Commanding in Chief The Army of the United States*

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*The General in Chief of the United States Army to the Governor  
of the Colony of Vancouver Island*

HEAD QUARTERS OF THE UNITED STATES ARMY  
FALSE DUNGENNESS HARBOR, WASHINGTON TERRITORY

Nov<sup>r</sup> 5, 1859

To His Exc<sup>y</sup> JAMES DOUGLAS, Esq., C.B.,

*Governor of the Colony of Vancouver's Island & its dependencies &  
Vice Admiral of the same*

SIR: I have the honor to acknowledge a second communication from Your Excellency, dated the 3<sup>d</sup> instant.

Being assured therein that there is no intention on your part to attempt to dislodge, by force, the Un. States' troops now in the temporary occupation of the Island of San Juan, without instructions to that effect from your government—and being perfectly persuaded that the very cordial relations which now happily subsist between the Un. States and Great Britain render the receipt of such instructions extremely improbable—I do not hesitate at once to order the number of U.S. troops, on that island, to be reduced to the small detachment [Captain Pickett's company of Infantry] originally sent thither, in July last, for the protection of the American settlers (such protection being petitioned for by them) against neighboring and northern Indians.

A copy of my orders, in the case, I inclose herewith for the information of Your Excellency. They will be fully executed as soon as practicable, by the employment of the U.S. Propeller, *Massachusetts*, the only craft suited to the purpose, in these waters, at my disposition.

I have the honor to remain, With high consideration,

Your Excellency's Most Obt Servt

WINFIELD SCOTT

## [ENCLOSURE]

HEAD QUARTERS OF THE ARMY  
U.S. PROPELLER MASSACHUSETTS, W.T.

Special Orders }  
No.

NOVEMBER 5, 1859

As soon as practicable, Lieutenant Colonel Casey, or other Commanding Officer on the Island of San Juan, will proceed to send therefrom all the companies under his orders except Captain Hunt's, to the posts to which they had previously belonged, viz: Company *I* of the 4<sup>th</sup> Infantry to Fort Townsend, Companies *A* of the 4<sup>th</sup> and *H* of the 9<sup>th</sup> Infantry to Fort Steilacoom, Company *D* of the 9<sup>th</sup> Infantry to Fort Bellingham and last the companies of the 3<sup>d</sup> Artillery to Fort Vancouver.

Captain Hunt and company, and Assistant Surgeon Craig, will remain on the island, till further orders, for the protection of the American settlers.

Lieut. Colonel Casey will cause the heavy guns on the Island to be replaced aboard of this Propeller; and will send the light battery to Forts Townsend, Bellingham and Steilacoom.

By command of Lieut. General Scott:

L. THOMAS  
*Asst. Adjutant General*

*Official.*

Copy respectfully furnished for the information of His Excellency Governor Douglas:  
By order of Lt. Genl Scott:

GEORGE W. LAY  
*Lieut. Col. A.D.C.*

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*The Governor of the Colony of Vancouver Island to the General in Chief  
of the United States Army*

VICTORIA, VANCOUVER'S ISLAND

*Nov 7 1859*

SIR: I have the honor to acknowledge your communication of the 5<sup>th</sup> Nov. announcing your intention to order the withdrawal of Certain Companies of United States Troops now in temporary occupation of the Island of San Juan and your intention to leave Capt. Pickett's Company of Infantry—for the protection of American Settlers, against neighbouring and northern Indians—and transmitting a Copy of your orders, in that Case to the Commanding Officer on the Island of San Juan.

2—I shall have much pleasure in communicating your intention to Her Majesty's Government, who will no doubt accept it as a proof of the desire of the United States to restore the former Status of the disputed Territory.

3—I trust, Sir, that instructions will be issued to the officers of the United States directing them to abstain from all acts on the disputed Territory which

are calculated to provoke conflicts, and in no case to attempt to exclude British Subjects by force—or to interfere with them in any manner or to exercise sovereign or exclusive rights within the disputed limits—and on our part Her Majesty's Authorities will be enjoined to abstain from any acts of interference or of exclusive jurisdiction until the question of Title is Settled.

4—In that way I sincerely hope that all collision may be avoided.

With every assurance of esteem

I have &c

JAMES DOUGLAS

Lieut General W. SCOTT

&c &c &c

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*The General in Chief of the United States Army to the Governor  
of the Colony of Vancouver Island*

HEAD QUARTERS OF THE UNITED STATES' ARMY  
U.S. PROPELLER MASSACHUSETTS, W.T.

NOVEMBER 9, 1859

To His Excellency JAMES DOUGLAS, Esq., C.B.,

*Governor of the Colony of Vancouver's Island & Its dependencies, &  
Vice Admiral of the same:*

SIR: I have the honor to acknowledge the receipt, at the same time, of your two notes of the same date—the 7<sup>th</sup> instant.<sup>2</sup>

I am pleased to learn that "Her Majesty's authorities [on San Juan Island] will be enjoined to abstain from any acts of interference, or of exclusive jurisdiction [in respect to American citizens] until the question of title is settled."

In the same spirit I had, earlier, determined to instruct our Commanding Officer, on the island, to allow no person claiming to be a functionary of Washington Territory, to interfere with any British subject residing, or happening to be on the same island whilst it shall remain in dispute between our respective governments; and I shall add this further instruction that, if any British subject should become a disturber of the peace of the island, or a seller of strong liquors to American soldiers, without permission from their commander, the latter shall represent the case to the nearest British authority and respectfully ask for the instant removal of the offender; and afterwards if he shall return to the island, without permission, the American commander may expel him therefrom without further ceremony.

I touch the complaint of William Moore, supported by his deposition, presented to me by Your Excellency, with great reluctance: 1. Because the wrong done him, if any, was mainly at the hands of a Judge, I presume, of

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<sup>2</sup>One letter of this date, which is not printed here, referred to the case of William Moore. See 8 Miller 375 under the heading "Mission of General Scott".

Washington Territory and consequently beyond my control, & 2. Because I do not doubt that Moore has grossly misstated or exaggerated his case. I am at a distance from the island and from every officer who may have known any thing of the transaction in question, and am, moreover, in the act of taking my departure for Washington: but shall refer the matter, specially, to Lieut. Colonel Casey, the present commander on the island, who will investigate the complaint carefully, and who, I am sure, will take pleasure in redressing, as far as may be in his power, any wrong Moore may have sustained. And Your Excellency will not fail to perceive that I have in my instructions to Captain Hunt, as shadowed above, taken measures to guard against future interferences with British subjects.

I have the honor to remain, With high consideration,

Your Excellency's Most Obt Servt

WINFIELD SCOTT

[ENCLOSURE]

Extracts of instructions addressed from the Head Quarters of the United States' Army, to different commanders:

1. "The General-in-Chief wishes it to be remembered that the sovereignty of the island is still in dispute between the two governments, and, until definitively settled by them, that British subjects have equal rights with American citizens on the island."

L. THOMAS, *Asst Adj Genl*.

2. [To Captain Hunt, Commanding Co C., 4th Infantry, San Juan Island]. "For your information & guidance, I put under cover, with this, copies of the General's communications to the Governor of Vancouver's Island dated the 5th & 9th instants, respectively, as also a copy of his special orders on the same subject. These papers will show you the *spirit* in which it is expected you will execute the delicate and important trust confided to you—the General having full confidence in your intelligence, discretion and (in what is of equal importance in this case) your *courtesies*."

L. THOMAS, *Asst Adj Genl*.

*Official.* Respectfully furnished for the information of His Excellency Governor Douglas:

By command of Lt Genl Scott:

GEORGE W. LAY  
*Lt Col A.D.C.*

HEAD QRS U.S. ARMY  
Nov. 9, 1859

*The Commander in Chief of Her Britannic Majesty's Naval Forces in the Pacific to the Commanding Officer of United States Troops on San Juan Island*

HER BRITANNIC MAJESTY'S SHIP "GANGES"  
IN ESQUIMAULT HARBOUR

20<sup>th</sup> MARCH 1860

SIR: I have the honor to inform you that a detachment of Royal Marines, with their appropriate arms, equivalent in number to the Troops of the United States under your command will be disembarked on the North point of the Island of San Juan for the purpose of establishing a joint military occupation agreeably to the proposition of Lieutenant General Scott.

The annexed extract from the orders I have given to Captain Bazalgette the officer commanding I beg to furnish for your information.

I have &c

R. L. BAYNES

*Rear Admiral and Commander in Chief  
of Her Britannic Majesty's Naval Forces  
in the Pacific*

Captain HUNT

*Commanding the United States Troops  
San Juan Island*

[ENCLOSURE]

EXTRACT

"The object of placing you there is for the protection of British Interests and to form a joint Military occupation with the Troops of the United States.

"As the sovereignty of the Island is still in dispute between the two Governments you will on no account whatever interfere with the Citizens of the United States, but should any offence be committed by such Citizens which you may think it advisable to notice, you will send a report of it immediately to Captain Hunt, or officer Commanding the United States Troops.

"American Citizens have equal rights with British Subjects on the Island.

"Should the officer Commanding the United States Troops bring to your notice offences committed by any of Her Majesty's Subjects, you will use your best judgement in dealing with the case, and I authorize you if you deem it necessary, to send them off the Island by the first opportunity.

"If any doubts arise as to the nationality of an offender you will not act in the case before you have consulted with the United States Commanding officer and not even then unless your opinions coincide.

"You will place yourself in frank and free communication with the Commanding officer of the United States Troops, bearing in mind how essential

it is for the Public Service that the most perfect and cordial understanding should exist between you, which I have every reason to feel assured you will at all times find Captain Hunt ready and anxious to maintain."

ROBERT LAMBERT BAYNES  
*Rear Admiral and Commander in Chief*

Captain GEORGE BAZALGETTE *Royal Marines*  
*Commanding the Detachment disembarked on the*  
*Island of San Juan*

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*The Commanding Officer of United States Troops on San Juan Island to the Commander in Chief of Her Britannic Majesty's Naval Forces in the Pacific*

CAMP PICKETT, SAN JUAN ISLAND  
March 23<sup>rd</sup> 1860

To Rear Admiral ROBERT LAMBERT BAYNES CB  
*Commander in Chief of Her Britannic Majesty's*  
*Naval Forces in the Pacific.*

SIR: I have the honor to acknowledge the receipt of your communication of the 20<sup>th</sup> Ult<sup>o</sup> [March 20] accompanied by an Extract from the orders furnished Captain Bazalgette commanding the detachment of Royal Marines now landing on this Island, agreeably to the proposition of Lieutenant General Scott.

The instructions to Captain Bazalgette seem to cover every case likely to arise in connection with the joint occupation of the Island. Fully reciprocating their spirit of friendliness and conciliation I have every confidence that mutual harmony and good understanding will continue during the whole term of the joint occupation.

I have the honor to be, Sir, With high respect and esteem  
Your obedient Servant

L. C. HUNT  
*Captain 4<sup>th</sup> Infantry Commanding.*

## SUPPRESSION OF AFRICAN SLAVE TRADE

*Treaty and annexes signed at Washington April 7, 1862*  
*Senate advice and consent to ratification April 24, 1862*  
*Ratified by the President of the United States April 25, 1862*  
*Ratified by the United Kingdom May 13, 1862*  
*Ratifications exchanged at London May 20, 1862*  
*Entered into force May 20, 1862*  
*Proclaimed by the President of the United States June 7, 1862*  
*Supplemented by additional article of February 17, 1863*<sup>1</sup>  
*Modified by additional convention and annex of June 3, 1870*<sup>2</sup>  
*Terminated April 29, 1923*<sup>3</sup>

12 Stat. 1225; Treaty Series 126<sup>4</sup>

### TREATY BETWEEN THE UNITED STATES OF AMERICA AND HER MAJESTY THE QUEEN OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND, FOR THE SUPPRESSION OF THE AFRICAN SLAVE TRADE

The United States of America, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being desirous to render more effectual the means hitherto adopted for the suppression of the Slave Trade carried on upon the coast of Africa, have deemed it expedient to conclude a Treaty for that purpose, and have named as their Plenipotentiaries, that is to say:

The President of the United States of America, William H. Seward, Secretary of State;

And Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, The Right Honorable Richard Bickerton Pemell Lord Lyons, a Peer of Her United Kingdom, a Knight Grand Cross of Her Most Honorable Order of the Bath, and Her Envoy Extraordinary and Minister Plenipotentiary to the United States of America;

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:

<sup>1</sup> TS 127, *post*, p. 152.

<sup>2</sup> TS 131, *post*, p. 161.

<sup>3</sup> Pursuant to notice of termination given by the United Kingdom Apr. 27, 1922.

<sup>4</sup> For a detailed study of this treaty, see 8 Miller 753.

## ARTICLE I

The two High Contracting Parties mutually consent that those ships of their respective navies which shall be provided with special Instructions for that purpose, as hereinafter mentioned, may visit such merchant vessels of the two nations as may, upon reasonable grounds, be suspected of being engaged in the African Slave Trade, or of having been fitted out for that purpose; or of having, during the voyage on which they are met by the said cruisers, been engaged in the African Slave Trade, contrary to the provisions of this Treaty; and that such cruisers may detain, and send or carry away, such vessels, in order that they may be brought to trial in the manner hereinafter agreed upon.

In order to fix the reciprocal right of search in such a manner as shall be adapted to the attainment of the object of this Treaty, and at the same time avoid doubts, disputes, and complaints, the said right of search shall be understood in the manner and according to the rules following:

First. It shall never be exercised except by vessels of war, authorized expressly for that object, according to the stipulations of this Treaty.

Secondly. The right of search shall in no case be exercised with respect to a vessel of the navy of either of the two Powers, but shall be exercised only as regards merchant-vessels; and it shall not be exercised by a vessel of war of either Contracting Party within the limits of a settlement or port, nor within the territorial waters of the other Party.

Thirdly. Whenever a merchant-vessel is searched by a ship of war, the Commander of the said ship shall, in the act of so doing, exhibit to the Commander of the merchant-vessel the special Instructions by which he is duly authorized to search; and shall deliver to such Commander a certificate, signed by himself, stating his rank in the naval service of his country, and the name of the vessel he commands, and also declaring that the only object of the search is to ascertain whether the vessel is employed in the African Slave Trade, or is fitted up for the said Trade. When the search is made by an officer of the cruiser who is not the Commander, such officer shall exhibit to the Captain of the merchant-vessel a copy of the before-mentioned special Instructions, signed by the Commander of the cruiser; and he shall in like manner deliver a certificate signed by himself, stating his rank in the Navy, the name of the Commander by whose orders he proceeds to make the search, that of the cruiser in which he sails, and the object of the search, as above described. If it appears from the search that the papers of the vessel are in regular order, and that it is employed on lawful objects, the officer shall enter in the log-book of the vessel that the search has been made in pursuance of the aforesaid special Instructions; and the vessel shall be left at liberty to pursue its voyage. The rank of the officer who makes the search must not be less than that of Lieutenant in the navy, unless the command, either by reason of death or other cause, is at the time held by an officer of inferior rank.

Fourthly. The reciprocal right of search and detention shall be exercised only within the distance of two hundred miles from the Coast of Africa, and to the southward of the thirty-second parallel of north latitude; and within thirty leagues from the Coast of the Island of Cuba.<sup>5</sup>

## ARTICLE II

In order to regulate the mode of carrying the provisions of the preceding Article into execution, it is agreed,

First. That all the ships of the navies of the two nations which shall be hereafter employed to prevent the African Slave Trade shall be furnished by their respective Governments with a copy of the present Treaty, of the Instructions for cruizers annexed thereto (marked A), and of the regulations for the Mixed Courts of Justice annexed thereto, marked B, which Annexes respectively shall be considered as integral parts of the present Treaty.

Secondly. That each of the High Contracting Parties shall, from time to time, communicate to the other the names of the several ships furnished with such Instructions, the force of each, and the names of their several Commanders. The said Commanders shall hold the rank of Captain in the navy, or at least that of Lieutenant: it being nevertheless understood that the instructions originally issued to an officer holding the rank of Lieutenant of the navy, or other superior rank, shall, in case of his death or temporary absence, be sufficient to authorize the officer on whom the command of the vessel has devolved to make the search, although such officer may not hold the aforesaid rank in the service.

Thirdly. That if at any time the Commander of a cruizer of either of the two nations shall suspect that any merchant-vessel under the escort or convoy of any ship or ships of war of the other nation carries negroes on board, or has been engaged in the African Slave Trade, or is fitted out for the purpose thereof, the Commander of the cruizer shall communicate his suspicions to the Commander of the convoy, who, accompanied by the Commander of the cruizer, shall proceed to the search of the suspected vessel; and in case the suspicions appear well founded, according to the tenor of this Treaty, then the said vessel shall be conducted or sent to one of the places where the Mixed Courts of Justice are stationed, in order that it may there be adjudicated upon.

Fourthly. It is further mutually agreed, that the Commanders of the ships of the two navies, respectively, who shall be employed on this service, shall adhere strictly to the exact tenor of the aforesaid Instructions.

## ARTICLE III

As the two preceding articles are entirely reciprocal, the two High Contracting Parties engage mutually to make good any losses which their re-

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<sup>5</sup> See also additional article signed at Washington Feb. 17, 1863 (TS 127), *post*, p. 152.

spective subjects or citizens may incur by an arbitrary and illegal detention of their vessels; it being understood that this indemnity shall be borne by the Government whose cruiser shall have been guilty of such arbitrary and illegal detention; and that the search and detention of vessels specified in the First Article of this Treaty shall be effected only by ships which may form part of the two navies, respectively, and by such of those ships only as are provided with the special Instructions annexed to the present Treaty, in pursuance of the provisions thereof. The indemnification for the damages of which this Article treats shall be paid within the term of one year, reckoning from the day in which the Mixed Court of Justice pronounces its sentence.

#### ARTICLE IV

In order to bring to adjudication, with as little delay and inconvenience as possible, the vessels which may be detained according to the tenor of the First Article of this Treaty, there shall be established, as soon as may be practicable, three Mixed Courts of Justice, formed of an equal number of individuals of the two nations, named for this purpose by their respective Governments. These Courts shall reside, one at Sierra Leone; one at the Cape of Good Hope; and one at New York.

But each of the two High Contracting Parties reserves to itself the right of changing, at its pleasure, the place of residence of the Court or Courts held within its own territories.

These Courts shall judge the causes submitted to them according to the provisions of the present Treaty, and according to the Regulations and instructions which are annexed to the present Treaty, and which are considered an integral part thereof; and there shall be no appeal from their decision.

#### ARTICLE V

In case the commanding officer of any of the ships of the navies of either country, duly commissioned according to the provisions of the First Article of this Treaty, shall deviate in any respect from the stipulations of the said Treaty, or from the Instructions annexed to it, the Government which shall conceive itself to be wronged thereby shall be entitled to demand reparation; and in such case the Government to which such commanding officer may belong, binds itself to cause inquiry to be made into the subject of the complaint, and to inflict upon the said officer a punishment proportioned to any wilful transgression which he may be proved to have committed.

#### ARTICLE VI

It is hereby further mutually agreed, that every American or British merchant-vessel which shall be searched by virtue of the present Treaty, may lawfully be detained, and sent or brought before the Mixed Courts of Justice

established in pursuance of the provisions thereof, if, in her equipment, there shall be found any of the things hereinafter mentioned, namely:

1st. Hatches with open gratings, instead of the close hatches which are usual in merchant vessels.

2nd. Divisions or bulk-heads in the hold or on deck, in greater number than are necessary for vessels engaged in lawful trade.

3rd. Spare plank, fitted for laying down as a second or slave deck.

4th. Shackles, bolts, or handcuffs.

5th. A larger quantity of water in casks or in tanks than is requisite for the consumption of the crew of the vessel as a merchant-vessel.

6th. An extraordinary number of water-casks, or of other vessels for holding liquid; unless the master shall produce a certificate from the Custom-house at the place from which he cleared outwards, stating that a sufficient security had been given by the owners of such vessel that such extra quantity of casks, or of other vessels, should be used only to hold palm oil, or for other purposes of lawful commerce.

7th. A greater number of mess-tubs or kids than requisite for the use of the crew of the vessel as a merchant-vessel.

8th. A boiler, or other cooking apparatus, of an unusual size, and larger, or capable of being made larger, than requisite for the use of the crew of the vessel as a merchant-vessel; or more than one boiler, or other cooking apparatus, of the ordinary size.

9th. An extraordinary quantity of rice, of the flour of Brazil, of manioc or cassada, commonly called farinha, of maize, or of Indian corn, or of any other article of food whatever, beyond the probable wants of the crew; unless such rice, flour, farinha, maize, Indian corn, or other article of food, be entered on the manifest as part of the cargo for trade.

10th. A quantity of mats or matting greater than is necessary for the use of the crew of the vessel as a merchant-vessel, unless such mats or matting be entered on the manifest as part of the cargo for trade.

If it be proved that any one or more of the articles above specified is or are on board, or have been on board during the voyage in which the vessel was captured, that fact shall be considered as *prima facie* evidence that the vessel was employed in the African Slave Trade, and she shall in consequence be condemned and declared lawful prize; unless the master or owners shall furnish clear and incontrovertible evidence, proving to the satisfaction of the Mixed Court of Justice, that at the time of her detention or capture the vessel was employed in a lawful undertaking, and that such of the different articles above specified as were found on board at the time of detention, or as may have been embarked during the voyage on which she was engaged when captured, were indispensable for the lawful object of her voyage.

## ARTICLE VII

If any one of the articles specified in the preceding Article as grounds for condemnation should be found on board a merchant-vessel, or should be proved to have been on board of her during the voyage on which she was captured, no compensation for losses, damages, or expenses consequent upon the detention of such vessel shall in any case be granted either to the master, the owner, or any other person interested in the equipment or in the lading, even though she should not be condemned by the Mixed Court of Justice.

## ARTICLE VIII

It is agreed between the two High Contracting Parties, that in all cases in which a vessel shall be detained under this Treaty, by their respective cruisers, as having been engaged in the African Slave Trade, or as having been fitted out for the purposes thereof, and shall consequently be adjudged and condemned by one of the Mixed Courts of Justice to be established as aforesaid, the said vessel shall immediately after its condemnation, be broken up entirely, and shall be sold in separate parts, after having been so broken up; unless either of the two Governments should wish to purchase her for the use of its navy at a price to be fixed by a competent person chosen for that purpose by the Mixed Court of Justice; in which case the Government whose cruiser shall have detained the condemned vessel shall have the first option of purchase.

## ARTICLE IX

The captain, master, pilot, and crew of any vessel condemned by the Mixed Courts of Justice shall be punished according to the laws of the country to which such vessel belongs, as shall also the owner or owners, and the persons interested in her equipment or cargo, unless they prove that they had no participation in the enterprise.

For this purpose, the two High Contracting Parties agree that, in so far as it may not be attended with grievous expense and inconvenience, the master and crew of any vessel which may be condemned by a sentence of one of the Mixed Courts of Justice, as well as any other persons found on board the vessel, shall be sent and delivered up to the jurisdiction of the nation under whose flag the condemned vessel was sailing at the time of capture; and that the witnesses and proofs necessary to establish the guilt of such master, crew, or other persons, shall also be sent with them.

The same course shall be pursued with regard to subjects or citizens of either Contracting Party who may be found by a cruiser of the other on board a vessel of any third Power, or on board a vessel sailing without flag or papers, which may be condemned by any competent Court for having engaged in the African Slave Trade.

## ARTICLE X

The negroes who are found on board of a vessel condemned by the Mixed Courts of Justice, in conformity with the stipulations of this Treaty, shall be placed at the disposal of the Government whose cruizer has made the capture; they shall be immediately set at liberty and shall remain free, the Government to whom they have been delivered guaranteeing their liberty.

## ARTICLE XI

The Acts or Instruments annexed to this Treaty, and which it is mutually agreed shall form an integral part thereof, are as follows:

(A.) Instructions for the ships of the navies of both nations destined to prevent the African Slave Trade.

(B.) Regulations for the Mixed Courts of Justice.

## ARTICLE XII

The present Treaty shall be ratified, and the ratifications thereof shall be exchanged at London in six months from this date, or sooner if possible.

It shall continue and remain in full force for the term of ten years, from the day of 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 ten 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 shall altogether cease and determine.

In witness whereof the respective Plenipotentiaries have signed the present Treaty, and have thereunto affixed the seal of their arms.

Done at Washington the seventh day of April, in the year of our Lord one thousand eight hundred and sixty-two.

WILLIAM H. SEWARD	[SEAL]
LYONS	[SEAL]

*Annex (A) to the Treaty between the United States of America and Great Britain, for the Suppression of the African Slave Trade, signed at Washington, on the 7th. day of April 1862<sup>o</sup>*

INSTRUCTIONS FOR THE SHIPS OF THE UNITED STATES' AND BRITISH NAVIES  
EMPLOYED TO PREVENT THE AFRICAN SLAVE TRADE

## ARTICLE I

The commander of any ship belonging to the United States' or British navy, which shall be furnished with these Instructions, shall have a right to

<sup>o</sup> Superseded by annex of June 3, 1870 (TS 131, *post*, p. 161).

search and detain any United States' or British merchant-vessel which shall be actually engaged, or suspected to be engaged, in the African Slave Trade, or to be fitted out for the purposes thereof, or to have been engaged in such Trade during the voyage in which she may be met with by such ship of the United States' or British navy; and such commander shall thereupon bring or send such merchant-vessel (save in the case provided for in Article V of these Instructions), as soon as possible, for judgment, before one of the three Mixed Courts of Justice established in virtue of the IVth. Article of the said Treaty, that is to say:

If the vessel shall be detained on the Coast of Africa, she shall be brought before that one of the two Mixed Courts of Justice to be established at the Cape of Good Hope and at Sierra Leone which may be nearest to the place of detention, or which the captor, on his own responsibility, may think can be soonest reached from such place.

If the vessel shall be detained on the coast of the Island of Cuba, she shall be brought before the Mixed Court of Justice at New York.

## ARTICLE II

Whenever a ship of either of the two navies, duly authorized as aforesaid, shall meet a merchant-vessel liable to be searched under the provisions of the said Treaty, the search shall be conducted with the courtesy and consideration which ought to be observed between allied and friendly nations; and the search shall, in all cases, be made by an officer holding a rank not lower than that of Lieutenant in the navy; or by the officer who at the time shall be second in command of the ship by which such search is made.

## ARTICLE III

The commander of any ship of the two navies, duly authorized as aforesaid, who may detain any merchant-vessel in pursuance of the tenor of the present Instructions, shall leave on board the vessel so detained, the master, the mate or boatswain, and two or three, at least, of the crew; the whole of the negroes, if any, and all the cargo. The captor shall, at the time of detention, draw up, in writing, a declaration, which shall exhibit the state in which he found the detained vessel; such declaration shall be signed by himself, and shall be given in or sent, together with the captured vessel, to the Mixed Court of Justice before which such vessel shall be carried or sent for adjudication. He shall deliver to the master of the detained vessel a signed and certified list of the papers found on board the same, as well as a certificate of the number of negroes found on board at the moment of detention.

In the declaration which the captor is hereby required to make, as well as in the certified list of the papers seized, and in the certificate of the number of negroes found on board the detained vessel, he shall insert his own

name and surname, the name of the capturing ship, and the latitude and longitude of the place where the detention shall have been made.

The officer in charge of the detained vessel shall, at the time of bringing the vessel's papers into the Mixed Court of Justice, deliver into the Court a certificate signed by himself, and verified on oath, stating any changes which may have taken place in respect to the vessel, her crew, the negroes, if any, and her cargo, between the period of her detention and the time of delivering in such paper.

#### ARTICLE IV

If urgent reasons, arising from the length of the voyage, the state of health of the negroes, or any other cause, should require that either the whole or a portion of such negroes should be disembarked before the vessel can arrive at the place at which one of the Mixed Courts of Justice is established, the Commander of the capturing ship may take upon himself the responsibility of so disembarking the negroes, provided the necessity of the disembarkation, and the causes thereof, be stated in a certificate in proper form. Such certificate shall be drawn up and entered at the time on the log-book of the detained vessel.

#### ARTICLE V

In case any merchant-vessel detained in pursuance of the present Instructions should prove to be unseaworthy, or in such a condition as not to be taken to one of the three ports where the Mixed Courts of Justice are to be established in pursuance of the Treaty of this date, the Commander of the detaining cruizer may take upon himself the responsibility of abandoning or destroying her, provided the exact causes which made such a step imperatively necessary be stated in a certificate verified on oath. Such certificate shall be drawn up and formally executed in duplicate at the time.

In case of the abandonment or destruction of a detained vessel, the master and crew, together with the negroes and papers found on board, and one copy of the sworn certificate mentioned in the preceding paragraph of this Article, shall be sent and delivered to the proper Mixed Court of Justice at the earliest possible moment.

The Undersigned Plenipotentiaries have agreed, in conformity with the XIth. Article of the Treaty signed by them on this day, that the present Instructions shall be annexed to the said Treaty, and be considered an integral part thereof.

Done at Washington the seventh day of April, in the year of our Lord one thousand eight hundred and sixty-two.

WILLIAM H. SEWARD	[SEAL]
LYONS	[SEAL]

*Annex (B) to the Treaty between the United States of America and Great Britain, for the Abolition of the African Slave Trade, signed at Washington on the 7th day of April, 1862*<sup>7</sup>

## REGULATIONS FOR THE MIXED COURTS OF JUSTICE

### ARTICLE I

The Mixed Courts of Justice to be established under the provisions of the Treaty, of which these Regulations are declared to be an integral part, shall be composed in the following manner:

The two High Contracting Parties shall each name a Judge and an Arbitrator, who shall be authorized to hear and to decide, without appeal, all cases of capture or detention of vessels which, in pursuance of the stipulations of the aforesaid Treaty, shall be brought before them.

The Judges and the Arbitrators shall, before they enter upon the duties of their office, respectively make oath before the principal Magistrate of the place in which such Courts shall respectively reside, that they will judge fairly and faithfully; that they will have no preference either for claimant or for captor; and that they will act in all their decisions in pursuance of the stipulations of the aforesaid Treaty.

There shall be attached to each of such Courts a Secretary or Registrar, who shall be appointed by the Party in whose territories such Court shall reside.

Such Secretary or Registrar shall register all the acts of the Court to which he is appointed; and shall, before he enters upon his office, make oath, before the Court, that he will conduct himself with due respect for its authority, and will act with fidelity and impartiality in all matters relating to his office.

The salaries of the Judges and Arbitrators shall be paid by the Governments by whom they are appointed.

The salary of the Secretary or Registrar of the Court to be established in the territories of the United States shall be paid by the United States Government; and that of the Secretaries or Registrars of the two Courts to be established in the territories of Great Britain shall be paid by Her Britannic Majesty.

Each of the two Governments shall defray half of the aggregate amount of the other expenses of such Courts.

### ARTICLE II

The expenses incurred by the officer charged with the reception, maintenance, and care of the detained vessel, negroes, and cargo, and with the execution of the sentence, and all disbursements occasioned by bringing a vessel to adjudication, shall, in case of condemnation, be defrayed from the

<sup>7</sup> Superseded by convention of June 3, 1870 (TS 131, *post*, p. 161).

funds arising out of the sale of the materials of the vessel, after the vessel shall have been broken up, of the ship's stores, and of such parts of the cargo as shall consist of merchandize. And in case the proceeds arising out of this sale should not prove sufficient to defray such expenses, the deficiency shall be made good by the Government of the country within whose territories the adjudication shall have taken place.

If the detained vessel shall be released, the expenses occasioned by bringing her to adjudication shall be defrayed by the captor, except in the cases specified and otherwise provided for under Article VII of the Treaty to which these Regulations form an Annex, and under Article VII of these Regulations.

### ARTICLE III

The Mixed Courts of Justice are to decide upon the legality of the detention of such vessels as the cruisers of either nation shall detain, in pursuance of the said Treaty.

The said Courts shall adjudge definitively and without appeal, all questions which shall arise out of the capture and detention of such vessels.

The proceedings of the Courts shall take place as summarily as possible; and for this purpose the Courts are required to decide each case, as far as may be practicable, within the space of twenty days, to be dated from the day on which the detained vessel shall have been brought into the port where the deciding Court shall reside.

The final sentence shall not, in any case, be delayed beyond the period of two months, either on account of the absence of witnesses, or for any other cause, except upon the application of any of the parties interested; but in that case, upon such party or parties giving satisfactory security that they will take upon themselves the expense and risks of the delay, the Courts may, at their discretion, grant an additional delay, not exceeding four months.

Either party shall be allowed to employ such Counsel as he may think fit, to assist him in the conduct of his cause.

All the acts and essential parts of the proceedings of the said Courts shall be committed to writing and be placed upon record.

### ARTICLE IV

The form of the process, or mode of proceeding to judgment, shall be as follows:

The Judges appointed by the two Governments, respectively, shall in the first place proceed to examine the papers of the detained vessel and shall take the depositions of the master or commander, and of two or three, at least, of the principal individuals on board of such vessel; and shall also take the declaration on oath of the captor, if it should appear to them necessary to do so, in order to judge and to pronounce whether the said vessel has been

justly detained or not, according to the stipulations of the aforesaid Treaty, and in order that, according to such judgment, the vessel may be condemned or released. In the event of the two Judges not agreeing as to the sentence which they ought to pronounce in any case brought before them, whether with respect to the legality of the detention, or the liability of the vessel to condemnation, or as to the indemnification to be allowed, or as to any other question which may arise out of the said capture; or in case any difference of opinion should arise between them as to the mode of proceeding in the said Court, they shall draw by lot the name of one of the two Arbitrators so appointed as aforesaid, which Arbitrator, after having considered the proceedings which have taken place, shall consult with the two Judges on the case; and the final sentence or decision shall be pronounced conformably to the opinion of the majority of the three.

#### ARTICLE V

If the detained vessel shall be restored by the sentence of the Court, the vessel and the cargo, in the state in which they shall then be found (with the exception of the negroes found on board, if such negroes shall have been previously disembarked under the provisions of Articles IV and V of the instructions annexed to the Treaty of this date), shall forthwith be given up to the master, or to the person who represents him; and such master or other person may, before the same Court, claim a valuation of the damages which he may have a right to demand. The captor himself, and in his default his Government, shall remain responsible for the damages to which the master of such vessel, or the owners either of the vessel or of her cargo may be pronounced to be entitled.

The two High Contracting Parties bind themselves to pay, within the term of a year from the date of the sentence, the costs and damages which may be awarded by the Court; it being mutually agreed, that such costs and damages shall be paid by the Government of the country of which the captor shall be a subject.

#### ARTICLE VI

If the detained vessel shall be condemned, she shall be declared lawful prize, together with her cargo, of whatever description it may be, with the exception of the negroes who shall have been brought on board for the purpose of trade; and the said vessel, subject to the stipulations in the VIIIth. Article of the Treaty of this date, shall, as well as her cargo, be sold by public sale for the profit of the two Governments, subject to the payment of the expenses hereinafter mentioned.

The negroes who may not previously have been disembarked, shall receive from the Court a certificate of emancipation, and shall be delivered over to the Government to whom the cruiser which made the capture belongs, in order to be forthwith set at liberty.

## ARTICLE VII

The Mixed Courts of Justice shall also take cognizance of, and shall decide definitively and without appeal, all claims for compensation on account of losses occasioned to vessels and cargoes which shall have been detained under the provisions of this Treaty, but which shall not have been condemned as legal prize by the said Courts, and in all cases wherein restitution of such vessels and cargoes shall be decreed, save as mentioned in the VIIth. Article of the Treaty to which these Regulations form an Annex, and in a subsequent part of these Regulations, the Court shall award to the claimant or claimants, or to his or their lawful attorney or attorneys for his or their use, a just and complete indemnification for all costs of suit, and for all losses and damages which the owner or owners may have actually sustained by such capture and detention: and it is agreed that the indemnification shall be as follows:

First. In case of total loss, the claimant or claimants shall be indemnified,—

- (A.) For the ship, her tackle, equipment, and stores.
- (B.) For all freights due and payable.
- (C.) For the value of the cargo of merchandize, if any, deducting all charges and expenses which would have been payable upon the sale of such cargo, including commission of sale.
- (D.) For all other regular charges in such case of total loss.

Secondly. In all other cases (save as hereinafter mentioned) not of total loss, the claimant or claimants shall be indemnified,—

- (A.) For all special damages and expenses occasioned to the ship by the detention, and for loss of freight, when due or payable.
- (B.) For demurrage when due, according to the Schedule annexed to the present Article.
- (C.) For any deterioration of the cargo.
- (D.) For all premium of insurance on additional risks.

The claimant or claimants shall be entitled to interest at the rate of 5 (five) per cent. per annum on the sum awarded, until such sum is paid by the Government to which the capturing ship belongs. The whole amount of such indemnifications shall be calculated in the money of the country to which the detained vessel belongs, and shall be liquidated at the exchange current at the time of the award.

The two High Contracting Parties, however, have agreed, that if it shall be proved to the satisfaction of the Judges of the two nations, and without having recourse to the decision of an Arbitrator, that the captor has been led into error by the fault of the master or commander of the detained vessel, the detained vessel, in that case, shall not have the right of receiving, for the

time of her detention, the demurrage stipulated by the present Article, nor any other compensation for losses, damages, or expenses, consequent upon such detention.

Schedule of demurrage, or daily allowance for a vessel of—

100 tons to	120 inclusive,	£ 5 per diem.
121 “ “	150 “	6 “
151 “ “	170 “	8 “
171 “ “	200 “	10 “
201 “ “	220 “	11 “
221 “ “	250 “	12 “
251 “ “	270 “	14 “
271 “ “	300 “	15 “

and so on in proportion.

### ARTICLE VIII

Neither the Judges nor the Arbitrators, nor the Secretaries or Registrars of the Mixed Courts of Justice, shall demand or receive from any of the parties concerned in the cases which shall be brought before such Courts, any emolument or gift, under any pretext whatsoever, for the performance of the duties which such Judges, Arbitrators, and Secretaries or Registrars, have to perform.

### ARTICLE IX

The two High Contracting Parties have agreed that, in the event of the the death, sickness, absence on leave, or any other legal impediment, of one or more of the Judges or Arbitrators composing the above mentioned Courts respectively, the post of such Judge or Arbitrator shall be supplied, *ad interim*, in the following manner:

First. On the part of the United States, and in that Court which shall sit within their territories:—if the vacancy be that of the United States' Judge, his place shall be filled by the United States' Arbitrator; and either in that case, or in case the vacancy be originally that of the United States' Arbitrator, the place of such Arbitrator, shall be filled by the Judge of the United States for the Southern District of New York, and the said Court, so constituted as above, shall sit, and in all cases brought before them for adjudication shall proceed to adjudge the same, and pass sentence accordingly.

Secondly. On the part of the United States of America, and in those Courts which shall sit within the possessions of Her Britannic Majesty:—if the vacancy be that of the United States' Judge, his place shall be filled by the United States' Arbitrator; and either in that case, or in case the vacancy be originally that of the United States' Arbitrator, his place shall be filled by the United States' Consul, or in the unavoidable absence of the Consul, by the United States' Vice-Consul. In case the vacancy be both of

the United States' Judge and of the United States' Arbitrator, then the vacancy of the Judge shall be filled by the United States' Consul, and that of the United States' Arbitrator by the United States Vice-Consul. But if there be no United States' Consul or Vice-Consul to fill the place of the United States' Arbitrator, then the British Arbitrator shall be called in, in those cases in which the United States' Arbitrator would be called in; and in case the vacancy be both of the United States' Judge and of the United States' Arbitrator, and there be neither United States' Consul nor Vice-Consul to fill, *ad interim*, the vacancies, then the British Judge and the British Arbitrator shall sit, and, in all cases brought before them for adjudication, shall proceed to adjudge the same, and pass sentence accordingly.

Thirdly. On the part of Her Britannic Majesty, and in those Courts which shall sit within the possessions of Her said Majesty:—if the vacancy be that of the British Judge, his place shall be filled by the British Arbitrator: and either in that case, or in case the vacancy be originally that of the British Arbitrator, the place of such Arbitrator shall be filled by the Governor or Lieutenant-Governor resident in such possession: in his unavoidable absence, by the principal Magistrate of the same; or in the unavoidable absence of the principal Magistrate, by the Secretary of the Government; and the said Court, so constituted as above, shall sit, and in all cases brought before it for adjudication shall proceed to adjudge the same, and to pass sentence accordingly.

Fourthly. On the part of Great Britain, and in that Court which shall sit within the territories of the United States of America:—if the vacancy be that of the British Judge, his place shall be filled by the British Arbitrator: and either in that case, or in case the vacancy be originally that of the British Arbitrator, his place shall be filled by the British Consul, or in the unavoidable absence of the Consul, by the British Vice-Consul; and in case the vacancy be both of the British Judge and of the British Arbitrator, then the vacancy of the British Judge shall be filled by the British Consul, and that of the British Arbitrator by the British Vice-Consul. But if there be no British Consul or Vice-Consul to fill the place of the British Arbitrator, then the United States' Arbitrator shall be called in, in those cases in which the British Arbitrator would be called in; and in case the vacancy be both of the British Judge and of the British Arbitrator, and there be neither British Consul nor Vice-Consul to fill, *ad interim*, the vacancies, then the United States' Judge and Arbitrator shall sit, and in all cases brought before them for adjudication shall proceed to adjudge the same, and pass sentence accordingly.

The chief authority of the place in the territories of either High Contracting Party where the Mixed Courts of Justice shall sit, shall, in the event of a vacancy arising, either of the Judge or the Arbitrator of the other High Contracting Party, forthwith give notice of the same by the most expeditious method in his power to the Government of that other High Contracting

## SLAVE TRADE—APRIL 7, 1862

Party, in order that such vacancy may be supplied at the earliest possible period. And each of the High Contracting Parties agrees to supply definitively, as soon as possible, the vacancies which may arise in the above-mentioned Courts from death, or from any other cause whatever.

The Undersigned Plenipotentiaries have agreed, in conformity with the XIth. Article of the Treaty signed by them on this day, that the preceding Regulations shall be annexed to the said Treaty and considered an integral part thereof.

Done at Washington the seventh day of April, in the year of our Lord one thousand eight hundred and sixty-two.

WILLIAM H. SEWARD	[SEAL]
LYONS	[SEAL]

## SUPPRESSION OF AFRICAN SLAVE TRADE

*Additional article signed at Washington February 17, 1863, supplementing treaty of April 7, 1862*

*Senate advice and consent to ratification February 27, 1863*

*Ratified by the President of the United States March 5, 1863*

*Ratified by the United Kingdom March 23, 1863*

*Ratifications exchanged at London April 1, 1863*

*Entered into force April 1, 1863*

*Proclaimed by the President of the United States April 22, 1863*

*Terminated April 29, 1923*<sup>1</sup>

13 Stat. 645; Treaty Series 127<sup>2</sup>

### ADDITIONAL ARTICLE TO THE TREATY BETWEEN THE UNITED STATES OF AMERICA AND HER BRITANNIC MAJESTY FOR THE SUPPRESSION OF THE AFRICAN SLAVE TRADE, SIGNED AT WASHINGTON APRIL 7, 1862

Whereas, by the first article of the treaty between the United States of America and her Majesty the Queen of the United Kingdom of Great Britain and Ireland, for the suppression of the African slave trade, signed at Washington on the 7th of April, 1862,<sup>3</sup> it was stipulated and agreed that those ships of the respective navies of the two high contracting parties which shall be provided with special instructions for that purpose as thereafter mentioned, may visit such merchant vessels of the two nations as may, upon reasonable grounds, be suspected of being engaged in the African slave trade, or of having been fitted out for that purpose, or of having, during the voyage on which they are met by the said cruisers, been engaged in the African slave trade contrary to the provisions of the said treaty; and that such cruisers may detain and send or carry away such vessels in order that they may be brought to trial in the manner thereafter agreed upon; and whereas it was by the said article further stipulated and agreed that the reciprocal right of search and detention should be exercised only within the distance of two hundred miles from the coast of Africa, and to the southward of the thirty-second parallel of north latitude, and within thirty leagues from the coast of the island of Cuba; and whereas the two high contracting parties are desirous of rendering the said treaty still more efficacious for its purpose, the Plenipotentiaries

<sup>1</sup> Pursuant to notice of termination given by the United Kingdom Apr. 27, 1922.

<sup>2</sup> For a detailed study of this article, see 8 Miller 927.

<sup>3</sup> TS 126, *ante*, p. 136.

who signed the said treaty have, in virtue of their full powers, agreed that the reciprocal right of visit and detention, as defined in the article aforesaid, may be exercised also within thirty leagues of the island of Madagascar, within thirty leagues of the island of Puerto Rico, and within thirty leagues of the island of Santo Domingo.

The present additional article shall have the same force and validity as if it had been inserted word for word in the treaty concluded between the two high contracting parties on the 7th of April, 1862, and shall have the same duration as that treaty. It shall be ratified, and the ratifications shall be exchanged at London in six months from this date, or sooner if possible.

In witness whereof the respective Plenipotentiaries have signed the same, and have thereunto affixed the seal of their arms.

Done at Washington, the 17th day of February, in the year of our Lord one thousand eight hundred and sixty-three.

WILLIAM H. SEWARD	[SEAL]
LYONS	[SEAL]

## SETTLEMENT OF CLAIMS OF HUDSON'S BAY AND PUGET'S SOUND AGRICULTURAL COMPANIES

*Treaty signed at Washington July 1, 1863*

*Senate advice and consent to ratification January 18, 1864*

*Ratified by the United Kingdom February 2, 1864*

*Ratified by the President of the United States March 2, 1864*

*Ratifications exchanged at Washington March 3, 1864*

*Entered into force March 3, 1864*

*Proclaimed by the President of the United States March 5, 1864*

*Terminated September 15, 1871*<sup>1</sup>

13 Stat. 651; Treaty Series 128<sup>2</sup>

The United States of America, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being desirous to provide for the final settlement of the claims of the Hudson's Bay and Puget's Sound agricultural companies specified in Articles III and IV of the Treaty concluded between the United States of America and Great Britain on the 15<sup>th</sup> of June, 1846,<sup>3</sup> have resolved to conclude a Treaty for this purpose, and have named as their Plenipotentiaries, that is to say; the President of the United States of America, William H. Seward, Secretary of State; and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right Honorable Richard Bickerton Pemell, Lord Lyons, a peer of Her United Kingdom, a Knight grand cross of Her most honorable order of the Bath, and Her Envoy Extraordinary and Minister Plenipotentiary to the United States of America; 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

Whereas by the III<sup>d</sup> and IV<sup>th</sup> articles of the Treaty concluded at Washington on the 15<sup>th</sup> day of June, 1846, between the United States of America

<sup>1</sup> Date of payment by United States of second and final installment of award rendered by Commissioners Sept. 10, 1869, in favor of Hudson's Bay and Puget's Sound Agricultural Companies in the amount of \$650,000 (see Moore, *International Arbitrations*, vol. I, p. 268).

<sup>2</sup> For a detailed study of this treaty, see 8 Miller 949.

<sup>3</sup> TS 120, *ante*, p. 96.

and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, it was stipulated and agreed that in the future appropriation of the territory south of the 49<sup>th</sup> parallel of North Latitude, as provided in the First Article of the said Treaty, the possessory rights of the Hudson's Bay Company and of all British subjects who may be already in the occupation of land or other property lawfully acquired within the said territory, should be respected, and that the farms, lands, and other property of every description, belonging to the Puget's Sound Agricultural Company on the north side of the Columbia River, should be confirmed to the said company, but that in case the situation of those farms and lands should be considered by the United States to be of public and political importance, and the United States Government should signify a desire to obtain possession of the whole or of any part thereof, the property so required should be transferred to the said Government at a proper valuation to be agreed upon between the parties:

And whereas it is desirable that all questions between the United States authorities on the one hand, and the Hudson's Bay and Puget's Sound Agricultural Companies on the other, with respect to the possessory rights and claims of those companies and of any other British subjects in Oregon and Washington Territory, should be settled by the transfer of those rights and claims to the Government of the United States for an adequate money consideration:

It is hereby agreed that the United States of America and Her Britannic Majesty shall, within twelve months after the exchange of the ratifications of the present treaty, appoint each a Commissioner for the purpose of examining and deciding upon all claims arising out of the provisions of the above quoted articles of the Treaty of June 15, 1846.

## ARTICLE II

The Commissioners mentioned in the preceding article shall, at the earliest convenient period after they shall have been respectively named, meet at the city of Washington, in the District of Columbia, and shall, before proceeding to any business, make and subscribe a solemn declaration that they will impartially and carefully examine and decide, to the best of their judgment, and according to justice and equity, without fear, favor, or affection to their own country, all the matters referred to them for their decision; and such declaration shall be entered on the record of their proceedings.

The Commissioners shall then proceed to name an Arbitrator or Umpire to decide upon any case or cases on which they may differ in opinion; and if they cannot agree in the selection, the said Arbitrator or Umpire shall be appointed by the King of Italy, whom the two High contracting Parties shall invite to make such appointment, and whose selection shall be conclusive on both parties. The person so to be chosen shall, before proceeding to act, make and subscribe a solemn declaration, in a form similar to that

which shall already have been made and subscribed by the Commissioners, which declaration shall also be entered on the record of the proceedings. In the event of the death, absence, or incapacity of such person, or of his omitting or declining or ceasing to act as such Arbitrator or Umpire, another person shall be named, in the manner aforesaid, to act in his place or stead, and shall make and subscribe such declaration as aforesaid.

The United States of America and Her Britannic Majesty engage to consider the decision of the two Commissioners conjointly, or of the Arbitrator or Umpire, as the case may be, as final and conclusive on the matters to be referred to their decision, and forthwith to give full effect to the same.

### ARTICLE III

The Commissioners and the Arbitrator or Umpire shall keep accurate records and correct minutes or notes of all their proceedings, with the dates thereof, and shall appoint and employ such clerk or clerks or other persons, as they shall find necessary to assist them in the transaction of the business which may come before them.

The salaries of the Commissioners and of the clerk or clerks shall be paid by their respective Governments. The salary of the Arbitrator or Umpire and the contingent expenses shall be defrayed in equal moieties by the two Governments.

### ARTICLE IV

All sums of money which may be awarded by the Commissioners or by the Arbitrator or Umpire on account of any claim, shall be paid by the one Government to the other in two equal annual instalments, whereof the first shall be paid within twelve months after the date of the award, and the second within twenty-four months after the date of the award, without interest and without any deduction whatever.

### ARTICLE V

The present Treaty shall be ratified and the mutual exchange of ratifications shall take place in Washington in twelve months from the date hereof, or earlier if possible.

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

Done in duplicate at Washington the first day of July, Anno Domini, one thousand eight hundred and sixty three.

WILLIAM H. SEWARD	[SEAL]
LYONS	[SEAL]

## BOUNDARIES

*Declaration signed at Washington February 24, 1870*

Treaty Series 129 <sup>1</sup>

The Undersigned Hamilton Fish, Secretary of State of the United States, and Edward Thornton, Esquire, Her Britannic Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States, duly authorized by their respective Governments, having met together:

The set of maps, seven in number, which have been prepared by the Commissioners appointed by the two Powers to survey and mark out the Boundary between their respective Territories under the first Article of the Treaty concluded between them at Washington on the 15th of June 1846,<sup>2</sup> having been produced:

And it appearing that they do correctly indicate the said Boundary, from the point where the Boundary laid down in Treaties and Conventions prior to June 15th, 1846, terminates Westward on the 49th Parallel of North Latitude to the Eastern shore of the Gulf of Georgia, which Boundary has been defined by the Commissioners by marks upon the ground:

The Undersigned, without prejudice to the rights of their respective Governments as to the settlement and the determination of the remainder of the said Boundary, hereby declare that the said maps certified and authenticated under the signatures of Archibald Campbell, Esquire, the Commissioner of the United States, and of Colonel John Summerfield Hawkins, Her Britannic Majesty's Commissioner, and of which duplicate copies similarly certified and authenticated are in the possession of the Government of Her Britannic Majesty have been duly examined and considered, and, as well as the marks by which the Boundary to the Eastern shore of the Gulf of Georgia has been defined upon the ground, are approved, agreed to, and adopted by both Governments.

In witness whereof the respective Plenipotentiaries have signed the same and have affixed thereto their respective seals.

Done at Washington the Twenty fourth day of February, in the year of our Lord, one thousand eight hundred and seventy.

HAMILTON FISH	[SEAL]
EDW <sup>d</sup> THORNTON	[SEAL]

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<sup>1</sup> Not previously printed.

<sup>2</sup> TS 120, *ante*, p. 95.

## NATURALIZATION

*Convention signed at London May 13, 1870*

*Senate advice and consent to ratification July 8, 1870*

*Ratified by the United Kingdom July 16, 1870*

*Ratified by the President of the United States July 19, 1870*

*Ratifications exchanged at London August 10, 1870*

*Entered into force August 10, 1870*

*Proclaimed by the President of the United States September 16, 1870*

*Supplemented by convention of February 23, 1871*<sup>1</sup>

*Terminated December 15, 1953*<sup>2</sup>

16 Stat. 775; Treaty Series 130

The President of the United States of America and her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being desirous to regulate the citizenship of citizens of the United States of America who have emigrated or who may emigrate from the United States of America to the British dominions, and of British subjects who have emigrated or who may emigrate from the British dominions to the United States of America, have resolved to conclude a convention for that purpose, and have named as their plenipotentiaries, that is to say: The President of the United States of America, John Lothrop Motley, esquire, envoy extraordinary and minister plenipotentiary of the United States of America to her Britannic Majesty; and her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right Honorable George William Frederick, Earl of Clarendon, Baron Hyde of Hindon, a peer of the United Kingdom, a member of her Britannic Majesty's most honorable Privy Council, Knight of the most noble Order of the Garter, Knight Grand Cross of the most honorable Order of the Bath, her Britannic Majesty's principal secretary of state 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 and concluded the following articles:

### ARTICLE I

Citizens of the United States of America who have become, or shall become, and are naturalized according to law within the British dominions as

<sup>1</sup> TS 132, *post*, p. 167.

<sup>2</sup> Pursuant to notice of denunciation given by the United Kingdom Dec. 15, 1953.

British subjects, shall, subject to the provisions of Article II, be held by the United States to be in all respects and for all purposes British subjects, and shall be treated as such by the United States.

Reciprocally, British subjects who have become, or shall become, and are naturalized according to law within the United States of America as citizens thereof, shall, subject to the provisions of Article II, be held by Great Britain to be in all respects and for all purposes citizens of the United States, and shall be treated as such by Great Britain.

## ARTICLE II

Such citizens of the United States as aforesaid who have become and are naturalized within the dominions of her Britannic Majesty as British subjects, shall be at liberty to renounce their naturalization and to resume their nationality as citizens of the United States, provided that such renunciation be publicly declared within two years after the exchange of the ratifications of the present convention.

Such British subjects as aforesaid who have become and are naturalized as citizens within the United States, shall be at liberty to renounce their naturalization and to resume their British nationality, provided that such renunciation be publicly declared within two years after the twelfth day of May, 1870.

The manner in which this renunciation may be made and publicly declared shall be agreed upon by the governments of the respective countries.

## ARTICLE III

If any such citizen of the United States as aforesaid, naturalized within the dominions of her Britannic Majesty, should renew his residence in the United States, the United States government may, on his own application and on such conditions as that government may think fit to impose, readmit him to the character and privileges of a citizen of the United States, and Great Britain shall not, in that case, claim him as a British subject on account of his former naturalization.

In the same manner, if any such British subject as aforesaid naturalized in the United States should renew his residence within the dominions of her Britannic Majesty, her Majesty's government may, on his own application and on such conditions as that government may think fit to impose, readmit him to the character and privileges of a British subject, and the United States shall not, in that case, claim him as a citizen of the United States on account of his former naturalization.

## ARTICLE IV

The present convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by her

Britannic Majesty, and the ratifications shall be exchanged at London as soon as may be within twelve months from the date hereof.

In witness whereof the respective plenipotentiaries have signed the same, and have affixed thereto their respective seals.

Done at London, the thirteenth day of May, in the year of our Lord one thousand eight hundred and seventy.

JOHN LOTHROP MOTLEY.	[SEAL]
CLARENDON	[SEAL]

## SUPPRESSION OF AFRICAN SLAVE TRADE

*Additional convention and annex signed at Washington June 3, 1870,  
modifying treaty of April 7, 1862*

*Senate advice and consent to ratification July 8, 1870*

*Ratified by the United Kingdom July 16, 1870*

*Ratified by the President of the United States July 19, 1870*

*Ratifications exchanged at London August 10, 1870*

*Entered into force August 10, 1870*

*Proclaimed by the President of the United States September 16, 1870*

*Terminated April 29, 1923*<sup>1</sup>

16 Stat. 777; Treaty Series 131

### ADDITIONAL CONVENTION TO THE CONVENTION BETWEEN THE UNITED STATES AND GREAT BRITAIN, OF THE 7TH OF APRIL, 1862, RESPECTING THE AFRICAN SLAVE TRADE

The United States of America and her Majesty the Queen of the United Kingdom of Great Britain and Ireland, having come to the conclusion that it is no longer necessary to maintain the three mixed courts of justice, established at Sierra Leone, at the Cape of Good Hope, and at New York, in pursuance of the treaty concluded at Washington, on the 7th day of April, 1862,<sup>2</sup> for the suppression of the African slave trade, they have resolved to conclude an additional convention for the purpose of making the requisite modifications of the said treaty, and have named as their plenipotentiaries, that is to say: The President of the United States of America, Hamilton Fish, Secretary of State, and her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Edward Thornton, Esquire, Companion of the Order of the Bath, and her Envoy Extraordinary and Minister Plenipotentiary to the United States of America, 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

Everything contained in the treaty concluded at Washington on the 7th of April, 1862, between the United States of America and her Majesty

<sup>1</sup> Pursuant to notice of termination given by the United Kingdom Apr. 27, 1922.

<sup>2</sup> TS 126, *ante*, p. 136.

the Queen of the United Kingdom of Great Britain and Ireland, for the suppression of the African slave trade, and in the annexes A and B thereto, which relates to the establishment of three mixed courts of justice at Sierra Leone, at the Cape of Good Hope, and at New York, to hear and decide all cases of capture of vessels which may be brought before them as having been engaged in the African slave trade, or as having been fitted out for the purposes thereof, as well as to the composition, jurisdiction, and mode of procedure of such courts, shall cease and determine as regards the said mixed courts, from and after the exchange of the ratifications of the present additional convention, except in so far as regards any act or proceeding done or taken in virtue thereof, before this additional convention shall be officially communicated to the said mixed courts of justice. The said courts shall nevertheless have the power, and it shall be their duty, to proceed with all practicable dispatch to the final determination of all causes and proceedings which may be pending, and undetermined in them, or either of them, at the time of receiving notice of the ratification of this convention.

#### ARTICLE II

The jurisdiction heretofore exercised by the said mixed courts in pursuance of the provisions of the said treaty shall, after the exchange of the ratifications of the present additional convention, be exercised by the courts of one or the other of the high contracting parties according to their respective modes of procedure in matters of maritime prize; and all the provisions of the said treaty with regard to the sending or bringing in of captured vessels for adjudication before the said mixed courts, and with regard to the adjudication of such vessels by the said courts, and the rules of evidence to be applied and the proceedings consequent on such adjudication, shall apply, *mutatis mutandis*, to the courts of the high contracting parties. It is, however, provided that there may be an appeal from the decision of any court of the high contracting parties, in the same manner as by the law of the country where the court sits is allowed in other cases of maritime prize.

#### ARTICLE III

It is agreed that in case of an American merchant vessel searched by a British cruiser being detained as having been engaged in the African slave trade, or as having been fitted out for the purposes thereof, she shall be sent to New York or Key West, whichever shall be most accessible for adjudication, or shall be handed over to an United States cruiser, if one should be available in the neighborhood of the capture; and that in the corresponding case of a British merchant vessel searched by a United States cruiser being detained as having been engaged in the African slave trade, or as having been fitted out for the purposes thereof, she shall be sent for adjudication to the nearest or most accessible British colony, or shall be handed over to a British cruiser, if one should be available in the neighborhood of the capture.

All the witnesses and proofs necessary to establish the guilt of the master, crew, or other persons found on board of any such vessel, shall be sent and handed over with the vessel itself, in order to be produced to the court before which such vessel or persons may be brought for trial.

All negroes, or others, (necessary witnesses excepted,) who may be on board either an American or a British vessel for the purpose of being consigned to slavery, shall be handed over to the nearest British authority. They shall be immediately set at liberty, and shall remain free, her Britannic Majesty guaranteeing their liberty. With regard to such of those negroes, or others, as may be sent in with the detained vessel as necessary witnesses, the government to which they may have been delivered shall set them at liberty as soon as their testimony shall no longer be required, and shall guarantee their liberty.

Where a detained vessel is handed over to a cruiser of her own nation, an officer in charge, and other necessary witnesses and proofs, shall accompany the vessel.

#### ARTICLE IV

It is mutually agreed that the instructions for the ships of the navies of both nations destined to prevent the African slave trade, which are annexed to this convention, shall form an integral part thereof, and shall have the same force and effect as if they had been annexed to the treaty of the 7th of April, 1862, in lieu of the instructions forming annex A to that treaty.

#### ARTICLE V

In all other respects the stipulations of the treaty of April 7, 1862, shall remain in full force and effect until terminated by notice given by one of the high contracting parties to the other, in the manner prescribed by Article XII thereof.

#### ARTICLE VI

The high contracting parties engage to communicate the present convention to the mixed courts of justice, and to the officers in command of their respective cruisers, and to give them the requisite instructions in pursuance thereof, with the least possible delay.

#### ARTICLE VII

The present additional convention shall have the same duration as the treaty of the 7th of April, 1862, and the additional article thereto of the 17th of February, 1863.<sup>3</sup> It shall be ratified, and the ratifications shall be exchanged at London as soon as possible.

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<sup>3</sup> TS 127, *ante*, p. 152.

In witness whereof, the respective plenipotentiaries have signed the same, and have affixed thereto their respective seals.

Done at Washington, the third day of June, in the year of our Lord one thousand eight hundred and seventy.

HAMILTON FISH [SEAL]

EDWD. THORNTON [SEAL]

*Annex to the Additional Convention between the United States of America and Great Britain, for the Suppression of the African Slave Trade, Signed at Washington on the Third Day of June, 1870*

INSTRUCTIONS FOR THE SHIPS OF THE UNITED STATES AND BRITISH NAVIES  
EMPLOYED TO PREVENT THE AFRICAN SLAVE TRADE

ARTICLE I

The commander of any ship belonging to the United States or British navy, which shall be furnished with these instructions, shall have a right to search and detain any United States or British merchant vessel which shall be actually engaged, or suspected to be engaged, in the African slave trade, or to be fitted out for the purposes thereof, or to have been engaged in such trade during the voyage in which she may be met with by such ship of the United States or British navy; and such commander shall thereupon bring or send such merchant vessel (save in the case provided for in Article V of these instructions) as soon as possible for judgment, in the manner provided by Article III of the additional convention of this date, that is to say:

In the case of an American vessel searched and detained as aforesaid by a British cruiser, she shall be sent to New York or Key West, whichever shall be most accessible, or be handed over to an United States cruiser, if one should be available in the neighborhood of the capture.

In the case of a British vessel searched and detained as aforesaid by an United States cruiser, she shall be sent to the nearest or most accessible British colony, or shall be handed over to a British cruiser, if one should be available in the neighborhood of the capture.

ARTICLE II

Whenever a ship of either of the two navies, duly authorized as aforesaid, shall meet a merchant vessel liable to be searched under the provisions of the treaty of the 7th of April, 1862, and of this additional convention, the search shall be conducted with the courtesy and consideration which ought to be observed between allied and friendly nations; and the search shall, in all cases, be made by an officer holding a rank not lower than that of lieutenant in the navy, or by the officer who at the time shall be second in command of the ship by which such search is made.

## ARTICLE III

The commander of any ship of the two navies, duly authorized as aforesaid, who may detain any merchant vessel in pursuance of the tenor of the present instructions, shall leave on board the vessel so detained the master, the mate, or boatswain, two or three at least of the crew, and all the cargo. The captor shall, at the time of detention, draw up in writing a declaration, which shall exhibit the state in which he found the detained vessel; such declaration shall be signed by himself, and shall be given or sent in with the detained vessel, to be produced as evidence in the proper court.

He shall deliver to the master of the detained vessel a signed and certified list of the papers found on board the same, as well as a certificate of the number of negroes or other persons destined for slavery, who may have been found on board at the moment of detention.

In the declaration which the captor is hereby required to make, as well as in the certified list of the papers seized, and in the certificate of the number of negroes or others destined for slavery who may be found on board the detained vessel, he shall insert his own name and surname, the name of the capturing ship, and the latitude and longitude of the place where the detention shall have been made.

The officer in charge of the detained vessel shall, at the time of delivering the vessel's papers and the certificate of the commander into court, deliver also a certificate, signed by himself, and verified on oath, stating any changes which may have taken place in respect to the vessel, her crew, and her cargo, between the time of her detention and the time of delivering in such paper.

Where a detained vessel is handed over to a cruiser of her own nation, an officer in charge, and other necessary witnesses and proofs, shall accompany the vessel.

## ARTICLE IV

All the negroes or others (necessary witnesses excepted) who may be on board either an American or a British detained vessel, for the purposes of being consigned to slavery, shall be handed over by the commander of the capturing ship to the nearest British authority.

## ARTICLE V

In case any merchant vessel detained in pursuance of the present instructions should prove to be unseaworthy, or in such a condition as not to be taken in for adjudication as directed by the additional convention of this date, the commander of the detaining cruiser may take upon himself the responsibility of abandoning or destroying her, provided the exact causes which made such a step imperatively necessary be stated in a certificate verified on oath. Such certificate shall be drawn up and formally executed

by him in duplicate at the time, and shall be received as *prima facie* evidence of the facts therein stated, subject to rebuttal by counter proof.

In case of the abandonment or destruction of a detained vessel, the master and crew, together with the papers found on board, and other necessary proofs and witnesses, and one of the certificates mentioned in the preceding paragraph of this article, shall be sent and delivered at the earliest possible moment to the proper court before which the vessel would otherwise have been sent. Upon the production of the said certificate, the court may proceed to adjudicate upon the detention of the vessel in the same manner as if the vessel had been sent in.

The negroes or others intended to be consigned to slavery shall be handed over to the nearest British authority.

The undersigned plenipotentiaries have agreed, in conformity with the IVth article of the additional convention, signed by them on this day, that the present instructions shall be annexed to the said convention, and be considered an integral part thereof.

Done at Washington, the third day of June, in the year of our Lord one thousand eight hundred and seventy.

HAMILTON FISH	[SEAL]
EDWD. THORNTON	[SEAL]

## NATURALIZATION

*Convention and annex signed at Washington February 23, 1871, supplementing convention of May 13, 1870*

*Senate advice and consent to ratification March 22, 1871*

*Ratified by the President of the United States March 24, 1871*

*Ratified by the United Kingdom April 14, 1871*

*Ratifications exchanged at Washington May 4, 1871*

*Entered into force May 4, 1871*

*Proclaimed by the President of the United States May 5, 1871*

*Terminated December 15, 1953*<sup>1</sup>

17 Stat. 841; Treaty Series 132

Whereas by the second article of the convention between the United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, for regulating the citizenship of citizens and subjects of the contracting parties who have emigrated, or may emigrate, from the dominions of the one to those of the other party, signed at London, on the 13th of May, 1870,<sup>2</sup> it was stipulated that the manner in which the renunciation by such citizens and subjects of their naturalization, and the resumption of their native allegiance may be made and publicly declared, should be agreed upon by the Governments of the respective countries, the President of the United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, for the purpose of effecting such agreement, have resolved to conclude a supplemental convention, and have named as their plenipotentiaries, that is to say, the President of the United States of America, Hamilton Fish, Secretary of State, and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Sir Edward Thornton, Knight Commander of the most honorable Order of the Bath, and her envoy extraordinary and minister plenipotentiary to the United States of America, who have agreed as follows:

### ARTICLE I

Any person, being originally a citizen of the United States, who had previously to May 13th, 1870, been naturalized as a British subject, may, at any time before August 10th, 1872, and any British subject who, at the date first

<sup>1</sup> Pursuant to notice of denunciation given by the United Kingdom Dec. 15, 1953.

<sup>2</sup> TS 130, *ante*, p. 158.

aforesaid, had been naturalized as a citizen within the United States, may, at any time before May 12th, 1872, publicly declare his renunciation of such naturalization by subscribing an instrument in writing, substantially in the form hereunto appended, and designated as Annex A.

Such renunciation, by an original citizen of the United States, of British nationality, shall, within the territories and jurisdiction of the United States, be made in duplicate, in the presence of any court authorized by law for the time being to admit aliens to naturalization, or before the clerk or prothonotary of any such court: if the declarant be beyond the territories of the United States, it shall be made in duplicate, before any diplomatic or consular officer of the United States. One of such duplicates shall remain of record in the custody of the court or officer in whose presence it was made; the other shall be, without delay, transmitted to the Department of State.

Such renunciation, if declared by an original British subject, of his acquired nationality as a citizen of the United States, shall, if the declarant be in the United Kingdom of Great Britain and Ireland, be made in duplicate, in the presence of a justice of the peace; if elsewhere in Her Britannic Majesty's dominions, in triplicate, in the presence of any judge of civil or criminal jurisdiction, of any justice of the peace, or of any other officer for the time being authorized by law, in the place in which the declarant is, to administer an oath for any judicial or other legal purpose: if out of Her Majesty's dominions, in triplicate, in the presence of any officer in the diplomatic or consular service of Her Majesty.

## ARTICLE II

The contracting parties hereby engage to communicate each to the other, from time to time, lists of the persons who, within their respective dominions and territories, or before their diplomatic and consular officers, have declared their renunciation of naturalization, with the dates and places of making such declarations, and such information as to the abode of the declarants, and the times and places of their naturalization, as they may have furnished.

## ARTICLE III

The present convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by Her Britannic Majesty, and the ratifications shall be exchanged at Washington as soon as may be convenient.

In witness whereof the respective plenipotentiaries have signed the same, and have affixed thereto their respective seals.

Done at Washington, the twenty-third day of February, in the year of our Lord one thousand eight hundred and seventy-one.

HAMILTON FISH	[SEAL]
EDW'D THORNTON	[SEAL]

## ANNEX A

I, A. B., of [insert abode], being originally a citizen of the United States of America, [or a British subject,] and having become naturalized within the dominions of Her Britannic Majesty as a British subject, [or as a citizen within the United States of America,] do hereby renounce my naturalization as a British subject, [or citizen of the United States,] and declare that it is my desire to resume my nationality as a citizen of the United States, [or British subject.]

(Signed) A. B.

Made and subscribed to before me, \_\_\_\_\_, in [insert country or other subdivision, and State, province, colony, legation or consulate,] this \_\_\_\_\_ day of \_\_\_\_\_, 187—.

(Signed) E. F.,  
*Justice of the Peace*, [or other title.]

HAMILTON FISH	[SEAL]
EDW'D THORNTON	[SEAL]

## AMITY (TREATY OF WASHINGTON)

*Treaty signed at Washington May 8, 1871*

*Senate advice and consent to ratification May 24, 1871*

*Ratified by the President of the United States May 25, 1871*

*Ratified by the United Kingdom June 14, 1871*

*Ratifications exchanged at London June 17, 1871*

*Entered into force June 17, 1871; operative with respect to articles XVIII–XXV and XXX July 1, 1873<sup>1</sup>*

*Proclaimed by the President of the United States July 4, 1871*

*Article XII supplemented by additional article signed at Washington January 18, 1873<sup>2</sup>*

*Articles XVIII–XXV extended to Newfoundland by agreement of May 28, 1874<sup>3</sup>*

*Articles I–XVII (“Alabama claims”) and XXXIII–XLII terminated on fulfillment of their terms;<sup>4</sup> articles XVIII–XXV, XXX, and XXXII terminated July 1, 1885;<sup>5</sup> articles XXVIII and XXIX not considered in force*

17 Stat. 863; Treaty Series 133

The United States of America and Her Britannic Majesty, being desirous to provide for an amicable settlement of all causes of difference between the two countries, have for that purpose appointed their respective Plenipotentiaries, that is to say: the President of the United States, has appointed on the part of the United States as Commissioners in a Joint High Commission and Plenipotentiaries, Hamilton Fish, Secretary of State; Robert Cumming Schenck, Envoy Extraordinary and Minister Plenipotentiary to Great Britain; Samuel Nelson, an Associate Justice of the Supreme Court of the United States; Ebenezer Rockwood Hoar, of Massachusetts; and George Henry Williams, of Oregon; and Her Britannic Majesty on her part has

<sup>1</sup> See protocol of June 7, 1873 (TS 136), *post*, p. 194.

<sup>2</sup> TS 134, *post*, p. 188.

<sup>3</sup> TS 137, *post*, p. 196.

<sup>4</sup> The “Alabama claims” were settled by an award concluded at Geneva Sept. 14, 1872 (TS 133½); for text, see Moore, *International Arbitrations*, vol. I, p. 653. On Oct. 21, 1872, the Emperor of Germany rendered an award in favor of the U.S. claim that the boundary should run through Haro Channels. (See art. XXXIV, p. 185.)

<sup>5</sup> Pursuant to notice of termination given by the United States July 2, 1883. For an agreement for a temporary extension “until the end of the [1885] season for fishing,” see TS 138–1, *post*, p. 201.

appointed as her High Commissioners, and Plenipotentiaries the Right Honourable George Frederick Samuel, Earl de Grey and Earl of Ripon, Viscount Goderich, Baron Grantham, a Baronet, a Peer of the United Kingdom, Lord President of Her Majesty's Most Honourable Privy Council, Knight of the Most Noble Order of the Garter, etc etc; the Right Honourable Sir Stafford Henry Northcote, Baronet, one of Her Majesty's Most Honourable Privy Council, a Member of Parliament, a Companion of the Most Honourable Order of the Bath, etc etc; Sir Edward Thornton, Knight Commander of the Most Honourable Order of the Bath, Her Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States of America; Sir John Alexander Macdonald, Knight Commander of the Most Honourable Order of the Bath, a Member of Her Majesty's Privy Council for Canada, and Minister of Justice and Attorney General of Her Majesty's Dominion of Canada; and Mountague Bernard, Esquire, Chichele Professor of International Law in the University of Oxford.

And the said Plenipotentiaries, after having exchanged their full powers, which were found to be in due and proper form, have agreed to and concluded the following Articles:

#### ARTICLE I

Whereas differences have arisen between the Government of the United States and the Government of Her Britannic Majesty, and still exist, growing out of the acts committed by the several vessels which have given rise to the claims generically known as the "Alabama Claims:"

And whereas Her Britannic Majesty has authorized Her High Commissioners and Plenipotentiaries to express, in a friendly spirit, the regret felt by Her Majesty's Government for the escape, under whatever circumstances, of the Alabama and other vessels from British ports, and for the depredations committed by those vessels:

Now, in order to remove and adjust all complaints and claims on the part of the United States, and to provide for the speedy settlement of such claims, which are not admitted by Her Britannic Majesty's Government, the High Contracting Parties agree that all the said claims, growing out of acts committed by the aforesaid vessels and generically known as the "Alabama claims," shall be referred to a Tribunal of Arbitration to be composed of five Arbitrators, to be appointed in the following manner, that is to say: one shall be named by the President of the United States; one shall be named by Her Britannic Majesty; His Majesty the King of Italy shall be requested to name one; the President of the Swiss Confederation shall be requested to name one; and His Majesty the Emperor of Brazil shall be requested to name one.

In case of the death, absence or incapacity to serve of any or either of the said Arbitrators, or, in the event of either of the said Arbitrators omitting or declining or ceasing to act as such, the President of the United States, or Her Britannic Majesty, or His Majesty the King of Italy, or the President of the

Swiss Confederation, or His Majesty the Emperor of Brazil, as the case may be, may forthwith name another person to act as Arbitrator in the place and stead of the Arbitrator originally named by such Head of a State.

And in the event of the refusal or omission for two months after receipt of the request from either of the High Contracting Parties of His Majesty the King of Italy, or the President of the Swiss Confederation, or His Majesty the Emperor of Brazil, to name an Arbitrator either to fill the original appointment or in the place of one who may have died, be absent, or incapacitated, or who may omit, decline, or from any cause cease to act as such Arbitrator, His Majesty the King of Sweden and Norway shall be requested to name one or more persons, as the case may be, to act as such Arbitrator or Arbitrators.

#### ARTICLE II

The Arbitrators shall meet at Geneva, in Switzerland, at the earliest convenient day after they shall have been named, and shall proceed impartially and carefully to examine and decide all questions that shall be laid before them on the part of the Governments of the United States and Her Britannic Majesty respectively. All questions considered by the Tribunal, including the final award, shall be decided by a majority of all the Arbitrators.

Each of the High Contracting Parties shall also name one person to attend the Tribunal as its agent to represent it generally in all matters connected with the arbitration.

#### ARTICLE III

The written or printed case of each of the two Parties, accompanied by the documents, the official correspondence, and other evidence on which each relies, shall be delivered in duplicate to each of the Arbitrators and to the agent of the other Party as soon as may be after the organization of the Tribunal, but within a period not exceeding six months from the date of the exchange of the ratifications of this Treaty.

#### ARTICLE IV

Within four months after the delivery on both sides of the written or printed case, either Party may, in like manner, deliver in duplicate to each of the said Arbitrators, and to the agent of the other Party, a counter case and additional documents, correspondence, and evidence, in reply to the case, documents, correspondence, and evidence so presented by the other Party.

The Arbitrators may, however, extend the time for delivering such counter case, documents, correspondence, and evidence, when, in their judgment, it becomes necessary, in consequence of the distance of the place from which the evidence to be presented is to be procured.

If in the case submitted to the Arbitrators either Party shall have specified

or alluded to any report or document in its own exclusive possession, without annexing a copy, such Party shall be bound, if the other Party thinks proper to apply for it, to furnish that Party with a copy thereof; and either Party may call upon the other, through the Arbitrators, to produce the originals or certified copies of any papers adduced as evidence, giving in each instance such reasonable notice as the Arbitrators may require.

#### ARTICLE V

It shall be the duty of the Agent of each Party, within two months after the expiration of the time limited for the delivery of the counter case on both sides, to deliver in duplicate to each of the said Arbitrators and to the agent of the other Party a written or printed argument showing the points and referring to the evidence upon which his Government relies; and the Arbitrators may, if they desire further elucidation with regard to any point, require a written or printed statement or argument, or oral argument by counsel upon it; but in such case the other Party shall be entitled to reply either orally or in writing as the case may be.

#### ARTICLE VI

In deciding the matters submitted to the Arbitrators they shall be governed by the following three rules, which are agreed upon by the High Contracting Parties as rules to be taken as applicable to the case, and by such principles of international law not inconsistent therewith as the Arbitrators shall determine to have been applicable to the case:

#### RULES

A neutral Government is bound—

First, to use due diligence to prevent the fitting out, arming, or equipping within its jurisdiction, of any vessel which it has reasonable ground to believe is intended to cruise or to carry on war against a Power with which it is at peace; and also to use like diligence to prevent the departure from its jurisdiction of any vessel intended to cruise or carry on war as above, such vessel having been specially adapted, in whole or in part, within such jurisdiction to war-like use.

Secondly, not to permit or suffer either belligerent to make use of its ports or waters as the base of naval operations against the other, or for the purpose of the renewal or augmentation of Military supplies or arms, or the recruitment of men.

Thirdly, to exercise due diligence in its own ports and waters, and, as to all persons within its jurisdiction, to prevent any violation of the foregoing obligations and duties.

Her Britannic Majesty has commanded her High Commissioners and Plenipotentiaries to declare that Her Majesty's Government cannot assent to the foregoing rules as a statement of principles of International Law which were in force at the time when the claims mentioned in Article I arose, but that Her Majesty's Government, in order to evince its desire of strengthening the friendly relations between the two countries and of making satisfactory provision for the future, agrees that in deciding the questions between the two countries arising out of those claims, the Arbitrators should assume that her Majesty's Government had undertaken to act upon the principles set forth in these rules.

And the High Contracting Parties agree to observe these rules as between themselves in future, and to bring them to the knowledge of other Maritime Powers, and to invite them to accede to them.

#### ARTICLE VII

The decision of the Tribunal shall, if possible, be made within three months from the close of the argument on both sides.

It shall be made in writing and dated, and shall be signed by the Arbitrators who may assent to it.

The said Tribunal shall first determine as to each vessel separately whether Great Britain has, by any act or omission, failed to fulfil any of the duties set forth in the foregoing three rules, or recognized by the principles of international law not inconsistent with such rules, and shall certify such fact as to each of the said vessels. In case the Tribunal find that Great Britain has failed to fulfil any duty or duties as aforesaid, it may, if it think proper, proceed to award a sum in gross to be paid by Great Britain to the United States for all the claims referred to it; and in such case the gross sum so awarded shall be paid in coin by the Government of Great Britain to the Government of the United States, at Washington, within twelve Months after the date of the award.

The award shall be in duplicate, one copy whereof shall be delivered to the agent of the United States for his Government, and the other copy shall be delivered to the agent of Great Britain for his Government.

#### ARTICLE VIII

Each Government shall pay its own agent and provide for the proper remuneration of the counsel employed by it and of the Arbitrator appointed by it, and for the expense of preparing and submitting its case to the Tribunal. All other expenses connected with the arbitration shall be defrayed by the two Governments in equal moieties.

#### ARTICLE IX

The Arbitrators shall keep an accurate record of their proceedings, and may appoint and employ the necessary officers to assist them.

## ARTICLE X

In case the Tribunal finds that Great Britain has failed to fulfil any duty or duties as aforesaid, and does not award a sum in gross, the High Contracting Parties agree that a Board of Assessors shall be appointed to ascertain and determine what claims are valid, and what amount or amounts shall be paid by Great Britain to the United States on account of the liability arising from such failure, as to each vessel, according to the extent of such liability as decided by the Arbitrators.

The Board of Assessors shall be constituted as follows: One member thereof shall be named by the President of the United States; one member thereof shall be named by Her Britannic Majesty; and one member thereof shall be named by the Representative at Washington of His Majesty the King of Italy; and in case of a vacancy happening from any cause it shall be filled in the same manner in which the original appointment was made.

As soon as possible after such nominations the Board of Assessors shall be organized in Washington, with power to hold their sittings there, or in New York, or in Boston. The members thereof shall severally subscribe a solemn declaration that they will impartially and carefully examine and decide, to the best of their judgment and according to justice and equity, all matters submitted to them, and shall forthwith proceed, under such rules and regulations as they may prescribe, to the investigation of the claims which shall be presented to them by the Government of the United States, and shall examine and decide upon them in such order and manner as they may think proper, but upon such evidence or information only as shall be furnished by or on behalf of the Governments of the United States and of Great Britain respectively. They shall be bound to hear on each separate claim, if required, one person on behalf of each Government, as counsel or agent. A majority of the Assessors in each case shall be sufficient for a decision.

The decision of the Assessors shall be given upon each claim in writing, and shall be signed by them respectively and dated.

Every claim shall be presented to the Assessors within six months from the day of their first meeting, but they may, for good cause shown, extend the time for the presentation of any claim to a further period not exceeding three months.

The Assessors shall report to each Government at or before the expiration of one year from the date of their first meeting the amount of claims decided by them up to the date of such report; if further claims then remain undecided, they shall make a further report at or before the expiration of two years from the date of such first meeting; and in case any claims remain undetermined at that time, they shall make a final report within a further period of six months.

The report or reports shall be made in duplicate, and one copy thereof

shall be delivered to the Secretary of State of the United States, and one copy thereof to the Representative of Her Britannic Majesty at Washington.

All sums of money which may be awarded under this Article shall be payable at Washington, in coin, within twelve months after the delivery of each report.

The Board of Assessors may employ such clerks as they shall think necessary.

The expenses of the Board of Assessors shall be borne equally by the two Governments, and paid from time to time, as may be found expedient, on the production of accounts certified by the Board. The remuneration of the Assessors shall also be paid by the two Governments in equal moieties in a similar manner.

#### ARTICLE XI

The High Contracting Parties engage to consider the result of the proceedings of the Tribunal of Arbitration and of the Board of Assessors, should such Board be appointed, as a full, perfect, and final settlement of all the claims hereinbefore referred to; and further engage that every such claim, whether the same may or may not have been presented to the notice of, made, preferred, or laid before the Tribunal or Board, shall, from and after the conclusion of the proceedings of the Tribunal or Board, be considered and treated as finally settled, barred, and thenceforth inadmissible.

#### ARTICLE XII

The High Contracting Parties agree that all claims on the part of corporations, companies, or private individuals, citizens of the United States, upon the Government of Her Britannic Majesty, arising out of acts committed against the persons or property of citizens of the United States during the period between the thirteenth of April, Eighteen hundred and sixty one, and the ninth of April, Eighteen hundred and sixty five, inclusive, not being claims growing out of the acts of the vessels referred to in Article I of this Treaty, and all claims, with the like exception, on the part of corporations, companies, or private individuals, subjects of Her Britannic Majesty, upon the Government of the United States, arising out of acts committed against the persons or property of subjects of Her Britannic Majesty during the same period, which may have been presented to either Government for its interposition with the other, and which yet remain unsettled, as well as any other such claims which may be presented within the time specified in Article XIV of this Treaty, shall be referred to three Commissioners, to be appointed in the following manner—that is to say: One Commissioner shall be named by the President of the United States, one by Her Britannic Majesty, and a third by the President of the United States and Her Britannic Majesty conjointly; and in case the third Commissioner shall not have been so named within a period of three months from the date of the exchange of the ratifications of this Treaty, then the third Commissioner shall be named by the Representative at Washington

of His Majesty the King of Spain. In case of the death, absence, or incapacity of any Commissioner, or in the event of any Commissioner omitting or ceasing to act, the vacancy shall be filled in the manner hereinbefore provided for making the original appointment; the period of three months in case of such substitution being calculated from the date of the happening of the vacancy.

The Commissioners so named shall meet at Washington<sup>6</sup> at the earliest convenient period after they have been respectively named; and shall, before proceeding to any business, make and subscribe a solemn declaration that they will impartially and carefully examine and decide, to the best of their judgment, and according to justice and equity, all such claims as shall be laid before them on the part of the Governments of the United States and of Her Britannic Majesty, respectively; and such declaration shall be entered on the record of their proceedings.

### ARTICLE XIII

The Commissioners shall then forthwith proceed to the investigation of the claims which shall be presented to them. They shall investigate and decide such claims in such order and such manner as they may think proper, but upon such evidence or information only as shall be furnished by or on behalf of the respective Governments. They shall be bound to receive and consider all written documents or statements which may be presented to them by or on behalf of the respective Governments in support of, or in answer to, any claim, and to hear, if required, one person on each side, on behalf of each Government, as counsel or agent for such Government, on each and every separate claim. A majority of the Commissioners shall be sufficient for an award in each case. The award shall be given upon each claim in writing, and shall be signed by the Commissioners assenting to it. It shall be competent for each Government to name one person to attend the Commissioners as its agent to present and support claims on its behalf, and to answer claims made upon it, and to represent it generally in all matters connected with the investigation and decision thereof.

The High Contracting Parties hereby engage to consider the decision of the Commissioners as absolutely final and conclusive upon each claim decided upon by them, and to give full effect to such decisions without any objection, evasion, or delay whatsoever.

### ARTICLE XIV

Every claim shall be presented to the Commissioners within six months from the day of their first meeting, unless in any case where reasons for delay shall be established to the satisfaction of the Commissioners, and then, and in any such case, the period for presenting the claim may be extended by them to any time not exceeding three months longer.

The Commissioners shall be bound to examine and decide upon every

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<sup>6</sup> See additional article of Jan. 18, 1873 (TS 134), *post*, p. 188.

claim within two years from the day of their first meeting. It shall be competent for the Commissioners to decide in each case whether any claim has or has not been duly made, preferred, and laid before them, either wholly or to any and what extent, according to the true intent and meaning of this Treaty.

#### ARTICLE XV

All sums of money which may be awarded by the Commissioners on account of any claim shall be paid by the one Government to the other, as the case may be, within twelve months after the date of the final award, without interest, and without any deduction save as specified in Article XVI of this Treaty.

#### ARTICLE XVI

The Commissioners shall keep an accurate record, and correct minutes or notes of all their proceedings, with the dates thereof, and may appoint and employ a secretary, and any other necessary officer or officers, to assist them in the transaction of the business which may come before them.

Each Government shall pay its own Commissioner and agent or counsel. All other expenses shall be defrayed by the two Governments in equal moieties.

The whole expenses of the Commission, including contingent expenses, shall be defrayed by a ratable deduction on the amount of the sums awarded by the Commissioners, provided always that such deduction shall not exceed the rate of five per cent. on the sums so awarded.

#### ARTICLE XVII

The High Contracting Parties engage to consider the result of the proceedings of this Commission as a full, perfect, and final settlement of all such claims as are mentioned in Article XII of this Treaty upon either Government; and further engage that every such claim, whether or not the same may have been presented to the notice of, made, preferred, or laid before the said Commission, shall, from and after the conclusion of the proceedings of the said Commission, be considered and treated as finally settled, barred, and thenceforth inadmissible.

#### ARTICLE XVIII

It is agreed by the High Contracting Parties that, in addition to the liberty secured to the United States fishermen by the Convention between the United States and Great Britain, signed at London on the 20th day of October, 1818,<sup>7</sup> of taking, curing, and drying fish on certain coasts of the British North American Colonies therein defined, the inhabitants of the United States shall have, in common with the subjects of Her Britannic

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<sup>7</sup> TS 112, *ante*, p. 57.

Majesty, the liberty, for the term of years mentioned in Article XXXIII of this Treaty, to take fish of every kind, except shell-fish, on the sea-coasts and shores, and in the bays, harbours, and creeks, of the Provinces of Quebec, Nova Scotia, and New Brunswick, and the Colony of Prince Edward's Island, and of the several islands thereunto adjacent, without being restricted to any distance from the shore, with permission to land upon the said coasts and shores and islands, and also upon the Magdalen Islands, for the purpose of drying their nets and curing their fish; provided that, in so doing, they do not interfere with the rights of private property, or with British fishermen, in the peaceable use of any part of the said coasts in their occupancy for the same purpose.

It is understood that the above-mentioned liberty applies solely to the sea fishery, and that the salmon and shad fisheries, and all other fisheries in rivers and the mouths of rivers, are hereby reserved exclusively for British fishermen.

#### ARTICLE XIX

It is agreed by the High Contracting Parties that British subjects shall have, in common with the citizens of the United States, the liberty, for the term of years mentioned in Article XXXIII of this Treaty, to take fish of every kind, except shell-fish, on the eastern sea-coasts and shores of the United States north of the thirty-ninth parallel of north latitude, and on the shores of the several islands thereunto adjacent, and in the bays, harbours, and creeks of the said sea-coasts and shores of the United States and of the said islands, without being restricted to any distance from the shore, with permission to land upon the said coasts of the United States and of the islands aforesaid, for the purpose of drying their nets and curing their fish; provided that, in so doing, they do not interfere with the rights of private property, or with the fishermen of the United States in the peaceable use of any part of the said coasts in their occupancy for the same purpose.

It is understood that the above-mentioned liberty applies solely to the sea fishery, and that salmon and shad fisheries, and all other fisheries in rivers and mouths of rivers, are hereby reserved exclusively for fishermen of the United States.

#### ARTICLE XX

It is agreed that the places designated by the Commissioners appointed under the first Article of the Treaty between the United States and Great Britain, concluded at Washington on the 5th of June, 1854,<sup>8</sup> upon the coasts of Her Britannic Majesty's Dominions and the United States, as places reserved from the common right of fishing under that Treaty, shall be regarded as in like manner reserved from the common right of fishing under the preceding Articles. In case any question should arise between the Gov-

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<sup>8</sup> TS 124, *ante*, p. 117.

ernments of the United States and of Her Britannic Majesty as to the common right of fishing in places not thus designated as reserved, it is agreed that a Commission shall be appointed to designate such places, and shall be constituted in the same manner, and have the same powers, duties, and authority as the Commission appointed under the said first Article of the Treaty of the 5th of June, 1854.

#### ARTICLE XXI

It is agreed that, for the term of years mentioned in Article XXXIII of this Treaty, fish oil and fish of all kinds, (except fish of the inland lakes, and of the rivers falling into them, and except fish preserved in oil,) being the produce of the fisheries of the United States, or of the Dominion of Canada, or of Prince Edward's Island, shall be admitted into each country, respectively, free of duty.

#### ARTICLE XXII

Inasmuch as it is asserted by the Government of Her Britannic Majesty that the privileges accorded to the citizens of the United States under Article XVIII of this Treaty, are of greater value than those accorded by Articles XIX and XXI of this Treaty to the subjects of Her Britannic Majesty, and this assertion is not admitted by the Government of the United States, it is further agreed that Commissioners shall be appointed to determine, having regard to the privileges accorded by the United States to the subjects of Her Britannic Majesty, as stated in Articles XIX and XXI of this Treaty, the amount of any compensation which, in their opinion, ought to be paid by the Government of the United States to the Government of Her Britannic Majesty in return for the privileges accorded to the citizens of the United States under Article XVIII of this Treaty; and that any sum of money which the said Commissioners may so award shall be paid by the United States Government, in a gross sum, within twelve months after such award shall have been given.

#### ARTICLE XXIII

The Commissioners referred to in the preceding Article shall be appointed in the following manner, that is to say: One Commissioner shall be named by the President of the United States, one by Her Britannic Majesty, and a third by the President of the United States and Her Britannic Majesty conjointly; and in case the third Commissioner shall not have been so named within a period of three months from the date when this Article shall take effect, then the third Commissioner shall be named by the Representative at London of His Majesty the Emperor of Austria and King of Hungary. In case of the death, absence, or incapacity of any Commissioner, or in the event of any Commissioner omitting or ceasing to act, the vacancy shall be filled in the manner hereinbefore provided for making the original appointment, the

period of three months in case of such substitution being calculated from the date of the happening of the vacancy.

The Commissioners so named shall meet in the city of Halifax, in the Province of Nova Scotia, at the earliest convenient period after they have been respectively named, and shall, before proceeding to any business, make and subscribe a solemn declaration that they will impartially and carefully examine and decide the matters referred to them to the best of their judgment, and according to justice and equity; and such declaration shall be entered on the record of their proceedings.

Each of the High Contracting Parties shall also name one person to attend the Commission as its Agent, to represent it generally in all matters connected with the Commission.

#### ARTICLE XXIV

The proceedings shall be conducted in such order as the Commissioners appointed under Articles XXII and XXIII of this Treaty shall determine. They shall be bound to receive such oral or written testimony as either Government may present. If either Party shall offer oral testimony, the other Party shall have the right of cross-examination, under such rules as the Commissioners shall prescribe.

If in the case submitted to the Commissioners either Party shall have specified or alluded to any report or document in its own exclusive possession, without annexing a copy, such Party shall be bound, if the other Party thinks proper to apply for it, to furnish that Party with a copy thereof; and either Party may call upon the other, through the Commissioners, to produce the originals or certified copies of any papers adduced as evidence, giving in each instance such reasonable notice as the Commissioners may require.

The case on either side shall be closed within a period of six months from the date of the organization of the Commission, and the Commissioners shall be requested to give their award as soon as possible thereafter. The aforesaid period of six months may be extended for three months in case of a vacancy occurring among the Commissioners under the circumstances contemplated in Article XXIII of this Treaty.

#### ARTICLE XXV

The Commissioners shall keep an accurate record and correct minutes or notes of all their proceedings, with the dates thereof, and may appoint and employ a secretary and any other necessary officer or officers to assist them in the transaction of the business which may come before them.

Each of the High Contracting Parties shall pay its own Commissioner and agent or counsel; all other expenses shall be defrayed by the two Governments in equal moieties.

## ARTICLE XXVI

The navigation of the river St. Lawrence, ascending and descending, from the forty-fifth parallel of north latitude, where it ceases to form the boundary between the two countries, from, to, and into the sea, shall forever remain free and open for the purposes of commerce to the citizens of the United States, subject to any laws and regulations of Great Britain, or of the Dominion of Canada, not inconsistent with such privilege of free navigation.

The navigation of the rivers Yukon, Porcupine, and Stikine, ascending and descending, from, to, and into the sea, shall forever remain free and open for the purposes of commerce to the subjects of Her Britannic Majesty, and to the citizens of the United States, subject to any laws and regulations of either country within its own territory, not inconsistent with such privilege of free navigation.

## ARTICLE XXVII

The Government of Her Britannic Majesty engages to urge upon the Government of the Dominion of Canada to secure to the citizens of the United States the use of the Welland, St. Lawrence, and other canals in the Dominion on terms of equality with the inhabitants of the Dominion; and the Government of the United States engages that the subjects of Her Britannic Majesty shall enjoy the use of the St. Clair Flats Canal on terms of equality with the inhabitants of the United States, and further engages to urge upon the State Governments to secure to the subjects of Her Britannic Majesty the use of the several State canals connected with the navigation of the lakes or rivers traversed by or contiguous to the boundary line between the possessions of the High Contracting Parties, on terms of equality with the inhabitants of the United States.

## ARTICLE XXVIII

The navigation of Lake Michigan shall also, for the term of years mentioned in Article XXXIII of this Treaty, be free and open for the purposes of commerce to the subjects of Her Britannic Majesty, subject to any laws and regulations of the United States or of the States bordering thereon not inconsistent with such privilege of free navigation.

## ARTICLE XXIX

It is agreed that for the term of years mentioned in Article XXXIII of this Treaty, goods, wares, or merchandise arriving at the ports of New York, Boston, and Portland, and any other ports in the United States which have been or may from time to time be specially designated by the President of the United States, and destined for Her Britannic Majesty's possessions in North America, may be entered at the proper custom-house and conveyed in transit, without the payment of duties, through the territory of the United States,

under such rules, regulations, and conditions for the protection of the revenue as the Government of the United States may from time to time prescribe; and, under like rules, regulations, and conditions, goods, wares, or merchandise may be conveyed in transit, without the payment of duties, from such Possessions through the territory of the United States for export from the said ports of the United States.

It is further agreed that for the like period goods, wares, or merchandise arriving at any of the ports of Her Britannic Majesty's Possessions in North America and destined for the United States may be entered at the proper custom-house and conveyed in transit, without the payment of duties, through the said Possessions, under such rules and regulations, and conditions for the protection of the revenue, as the Governments of the said Possessions may from time to time prescribe; and under like rules, regulations, and conditions, goods, wares, or merchandise may be conveyed in transit, without payment of duties, from the United States through the said Possessions to other places in the United States, or for export from ports in the said Possessions.

### ARTICLE XXX

It is agreed that, for the term of years mentioned in Article XXXIII of this Treaty, subjects of Her Britannic Majesty may carry in British vessels, without payment of duty, goods, wares, or merchandise from one port or place within the territory of the United States upon the St. Lawrence, the Great Lakes, and the rivers connecting the same, to another port or place within the territory of the United States as aforesaid: Provided, That a portion of such transportation is made through the Dominion of Canada by land carriage and in bond, under such rules and regulations as may be agreed upon between the Government of Her Britannic Majesty and the Government of the United States.

Citizens of the United States may for the like period carry in United States vessels, without payment of duty, goods, wares, or merchandise from one port or place within the Possessions of Her Britannic Majesty in North America, to another port or place within the said Possessions: Provided, That a portion of such transportation is made through the territory of the United States by land carriage and in bond, under such rules and regulations as may be agreed upon between the Government of the United States and the Government of Her Britannic Majesty.

The Government of the United States further engages not to impose any export duties on goods, wares, or merchandise carried under this Article through the territory of the United States; and Her Majesty's Government engages to urge the Parliament of the Dominion of Canada and the Legislatures of the other Colonies not to impose any export duties on goods, wares, or merchandise carried under this Article; and the Government of the United States may, in case such export duties are imposed by the Dominion of Can-

ada, suspend, during the period that such duties are imposed, the right of carrying granted under this Article in favor of the subjects of Her Britannic Majesty.

The Government of the United States may suspend the right of carrying granted in favor of the subjects of Her Britannic Majesty under this Article in case the Dominion of Canada should at any time deprive the citizens of the United States of the use of canals in the said Dominion on terms of equality with the inhabitants of the Dominion, as provided in Article XXVII.

#### ARTICLE XXXI

The Government of Her Britannic Majesty further engages to urge upon the Parliament of the Dominion of Canada and the Legislature of New Brunswick, that no export duty, or other duty, shall be levied on lumber or timber of any kind cut on that portion of the American territory in the State of Maine watered by the river St. John and its tributaries, and floated down that river to the sea, when the same is shipped to the United States from the province of New Brunswick. And, in case any such export or other duty continues to be levied after the expiration of one year from the date of the exchange of the ratifications of this Treaty, it is agreed that the Government of the United States may suspend the right of carrying hereinbefore granted under Article XXX of this Treaty for such period as such export or other duty may be levied.

#### ARTICLE XXXII<sup>9</sup>

It is further agreed that the provisions and stipulations of Articles XVIII to XXV of this Treaty, inclusive, shall extend to the Colony of Newfoundland, so far as they are applicable. But if the Imperial Parliament, the Legislature of Newfoundland, or the Congress of the United States, shall not embrace the Colony of Newfoundland in their laws enacted for carrying the foregoing Articles into effect, then this Article shall be of no effect; but the omission to make provision by law to give it effect, by either of the legislative bodies aforesaid, shall not in any way impair any other Articles of this Treaty.

#### ARTICLE XXXIII

The foregoing Articles XVIII to XXV, inclusive, and Article XXX of this Treaty, shall take effect as soon as the laws required to carry them into operation shall have been passed by the Imperial Parliament of Great Britain, by the Parliament of Canada, and by the Legislature of Prince Edward's Island on the one hand, and by the Congress of the United States on the other. Such assent having been given, the said Articles shall remain in force

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<sup>9</sup> See also protocol of May 28, 1874 (TS 137, *post*, p. 196), for extension to Newfoundland of provisions of arts. XVIII-XXV and XXX.

for the period of ten years from the date at which they may come into operation; and further until the expiration of two years after either of the High Contracting Parties shall have given 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 period of ten years or at any time afterward.<sup>10</sup>

#### ARTICLE XXXIV

Whereas it is stipulated by Article I of the Treaty concluded at Washington on the 15th of June, 1846,<sup>11</sup> between the United States and Her Britannic Majesty that the line of boundary between the territories of the United States and those of Her Britannic Majesty, from the point on the Forty ninth parallel of north latitude up to which it had already been ascertained, should be continued westward along the said parallel of north latitude "to the middle of the channel which separates the continent from Vancouver's Island, and thence southerly, through the middle of the said channel and of Fuca Straits to the Pacific Ocean;" and whereas the Commissioners appointed by the two High Contracting Parties to determine that portion of the boundary which runs southerly through the middle of the channel aforesaid, were unable to agree upon the same; and whereas the Government of Her Britannic Majesty claims that such boundary line should, under the terms of the Treaty above recited, be run through the Rosario Straits, and the Government of the United States claims that it should be run through the Canal de Haro, it is agreed that the respective claims of the Government of the United States and of the Government of Her Britannic Majesty shall be submitted to the arbitration and award of His Majesty the Emperor of Germany, who, having regard to the above-mentioned Article of the said Treaty, shall decide thereupon, finally and without appeal, which of those claims is most in accordance with the true interpretation of the Treaty of June 15, 1846.

#### ARTICLE XXXV

The award of His Majesty the Emperor of Germany shall be considered as absolutely final and conclusive; and full effect shall be given to such award without any objection, evasion, or delay whatsoever. Such decision shall be given in writing and dated; it shall be in whatsoever form His Majesty may choose to adopt; it shall be delivered to the Representatives or other public agents of the United States and of Great Britain, respectively, who may be actually at Berlin, and shall be considered as operative from the day of the date of the delivery thereof.

<sup>10</sup> Arts. XVIII–XXV, XXX, and XXXII terminated July 1, 1885, pursuant to notice of termination given by the United States July 2, 1883.

<sup>11</sup> TS 120, *ante*, p. 95.

## ARTICLE XXXVI

The written or printed case of each of the two Parties, accompanied by the evidence offered in support of the same, shall be laid before His Majesty the Emperor of Germany within six months from the date of the exchange of the ratifications of this Treaty, and a copy of such case and evidence shall be communicated by each Party to the other, through their respective Representatives at Berlin.

The High Contracting Parties may include in the evidence to be considered by the Arbitrators such documents, official correspondence, and other official or public statements bearing on the subject of the reference as they may consider necessary to the support of their respective cases.

After the written or printed case shall have been communicated by each Party to the other, each Party shall have the power of drawing up and laying before the Arbitrator a second and definitive statement, if it think fit to do so, in reply to the case of the other party so communicated, which definitive statement shall be so laid before the Arbitrator, and also be mutually communicated in the same manner as aforesaid, by each Party to the other, within six months from the date of laying the first statement of the case before the Arbitrator.

## ARTICLE XXXVII

If, in the case submitted to the Arbitrator, either Party shall specify or allude to any report or document in its own exclusive possession without annexing a copy, such Party shall be bound, if the other Party thinks proper to apply for it, to furnish that Party with a copy thereof, and either Party may call upon the other, through the Arbitrator, to produce the originals or certified copies of any papers adduced as evidence, giving in each instance such reasonable notice as the Arbitrator may require. And if the Arbitrator should desire further elucidation or evidence with regard to any point contained in the statements laid before him, he shall be at liberty to require it from either Party, and he shall be at liberty to hear one Counsel or Agent for each Party, in relation to any matter, and at such time, and in such manner, as he may think fit.

## ARTICLE XXXVIII

The Representatives or other public Agents of the United States and of Great Britain at Berlin respectively, shall be considered as the Agents of their respective Governments to conduct their cases before the Arbitrator, who shall be requested to address all his communications and give all his notices to such Representatives or other public agents, who shall represent their respective Governments, generally, in all matters connected with the arbitration.

## ARTICLE XXXIX

It shall be competent to the Arbitrator to proceed in the said arbitration, and all matters relating thereto, as and when he shall see fit, either in person, or by a person or persons named by him for that purpose, either in the presence or absence of either or both agents and either orally or by written discussion or otherwise.

## ARTICLE XL

The Arbitrator may, if he think fit, appoint a Secretary, or Clerk, for the purposes of the proposed arbitration, at such rate of remuneration as he shall think proper. This, and all other expenses of and connected with the said arbitration, shall be provided for as hereinafter stipulated.

## ARTICLE XLI

The Arbitrator shall be requested to deliver, together with his award, an account of all the costs and expenses which he may have been put to, in relation to this matter, which shall forthwith be repaid by the two Governments in equal moieties.

## ARTICLE XLII

The Arbitrator shall be requested to give his award in writing as early as convenient after the whole case on each side shall have been laid before him, and to deliver one copy thereof to each of the said Agents.

## ARTICLE XLIII

The present treaty 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 Her Britannic Majesty, and the ratifications shall be exchanged either at Washington or at London within six months from the date hereof, or earlier if possible.

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

Done in duplicate at Washington the eighth day of May, in the year of our Lord one thousand eight hundred and seventy one.

HAMILTON FISH	[SEAL]
ROBT. C. SCHENCK	[SEAL]
SAMUEL NELSON	[SEAL]
EBENEZER ROCKWOOD HOAR	[SEAL]
GEO. H. WILLIAMS	[SEAL]
DE GREY & RIPON	[SEAL]
STAFFORD H. NORTHCOTE	[SEAL]
EDWD. THORNTON	[SEAL]
JOHN A. MACDONALD	[SEAL]
MOUNTAGUE BERNARD	[SEAL]

## SESSIONS OF COMMISSIONERS UNDER ARTICLE XII OF TREATY OF WASHINGTON

*Additional article signed at Washington January 18, 1873, supplementing article XII of treaty of May 8, 1871*

*Senate advice and consent to ratification February 14, 1873*

*Ratified by the President of the United States February 28, 1873*

*Ratified by the United Kingdom March 21, 1873*

*Ratifications exchanged at Washington April 10, 1873*

*Entered into force April 10, 1873*

*Proclaimed by the President of the United States April 15, 1873*

*Terminated on fulfillment of its terms*

17 Stat. 947; Treaty Series 134

### ADDITIONAL ARTICLE TO THE TREATY BETWEEN THE UNITED STATES AND HER BRITANNIC MAJESTY OF THE 8TH OF MAY, 1871

Whereas pursuant to the XIIth Article of the Treaty between the United States and Her Britannic Majesty of the 8th of May 1871,<sup>1</sup> it was stipulated that the Commissioners therein provided for should meet at Washington; but whereas it has been found inconvenient in the summer season to hold those meetings in the city of Washington, in order to avoid such inconvenience, the President of the United States has invested Hamilton Fish, Secretary of State, with full power, and Her Britannic Majesty has invested the Right Honourable Sir Edward Thornton, one of Her Majesty's Most Honourable Privy Council, Knight Commander of the Most Honourable Order of the Bath, Her Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States, with like power, who having met and examined their respective powers, which were found to be in proper form have agreed upon the following

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<sup>1</sup> TS 133, *ante*, p. 170.

## ADDITIONAL ARTICLE

It is agreed that the sessions of the Commissioners provided for by the twelfth Article of the Treaty between the United States and Her Britannic Majesty of the 8th of May 1871, need not be restricted to the City of Washington, but may be held at such other place within the United States as the Commission may prefer.

The present Additional Article shall be ratified, and the ratifications shall be exchanged at Washington as soon as possible thereafter.

In witness whereof, we the respective Plenipotentiaries, have signed the same and have hereunto affixed our respective seals.

Done in duplicate at the City of Washington, the eighteenth day of January, in the year of our Lord one thousand eight hundred and seventy-three.

HAMILTON FISH	[SEAL]
EDWD. THORNTON	[SEAL]

## NORTHWEST WATER BOUNDARY

*Protocol signed at Washington March 10, 1873, with definition of  
boundary line*

*Entered into force March 10, 1873*

18 Stat. 369; Treaty Series 135

### PROTOCOL

Whereas it was provided by the first article of the Treaty between the United States of America and Great Britain, signed at Washington on the 15th of June 1846,<sup>1</sup> as follows:

#### "ARTICLE I

"From the point on the 49th Parallel of North Latitude, where the Boundary laid down in existing Treaties and Conventions between the United States and Great Britain terminates, the line of Boundary between the territories of the United States and those of Her Britannic Majesty shall be continued westward along the said 49th parallel of North Latitude, to the middle of the channel which separates the continent from Vancouvers Island; and thence southerly through the middle of the said channel, and of Fuca's Straits, to the Pacific Ocean; Provided, however, that the navigation of the whole of the said channel and straits, south of the 49th parallel of North Latitude, remain free and open to both parties."

And whereas it was provided by the XXXIVth Article of the Treaty between the United States of America and Great Britain, signed at Washington on the 8th of May, 1871,<sup>2</sup> as follows:

#### "ARTICLE XXXIV

"Whereas it was stipulated by Article I, of the Treaty concluded at Washington, on the 15th of June 1846, between the United States and Her Britannic Majesty, that the line of boundary between the territories of the United States and those of Her Britannic Majesty, from the point on the 49th parallel of North Latitude up to which it had already been ascertained, should be continued westward along the said parallel of North Latitude to the middle of the channel which separates the continent from Vancouvers Island, and

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<sup>1</sup> TS 120, *ante*, p. 95.

<sup>2</sup> TS 133, *ante*, p. 185.

thence southerly, through the middle of the said channel and of Fuca Straits to the Pacific Ocean—and whereas the Commissioners appointed by the two High Contracting Parties to determine that portion of the Boundary which runs southerly through the middle of the channel aforesaid were unable to agree upon the same; and whereas the Government of Her Britannic Majesty claims that such boundary line should under the terms of the Treaty above recited, be run through the Rosario Straits, and the Government of the United States claims that it should be run through the Canal de Haro, it is agreed that the respective claims of the Government of the United States, and of the Government of Her Britannic Majesty, shall be submitted to the arbitration and award of His Majesty, the Emperor of Germany who, having regard to the above mentioned article of the said Treaty, shall decide thereupon, finally and without appeal, which of those claims is most in accordance with the true interpretation of the Treaty of June 15th 1846.”

And whereas, His Majesty, the Emperor of Germany has, by his award dated the 21st of October 1872, decided that, “Mit der richtigen Auslegung des zwischen den Regierungen Ihrer Britischen Majestät und der Vereinigten Staaten von Amerika geschlossenen Vertrages de dato Washington den 15 Juni 1846, steht der Anspruch der Regierung der Vereinigten Staaten am meisten im Einklange, dass die Grenzlinie zwischen den Gebieten Ihrer Britischen Majestät und den Vereinigten Staaten durch den Haro-Kanal gezogen werde.”

The undersigned, Hamilton Fish, Secretary of State of the United States, and the Right Honourable Sir Edward Thornton, one of Her Majesty's Most Honorable Privy Council, Knight Commander of the Most Honorable Order of the Bath, Her Britannic Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States of America, and Rear Admiral James Charles Prevost, Commissioner of Her Britannic Majesty in respect of the Boundary aforesaid, duly authorized by their respective Governments to trace out and mark on charts prepared for that purpose, the line of Boundary in conformity with the award of His Majesty, the Emperor of Germany, and to complete the determination of so much of the Boundary line between the territory of the United States and the possessions of Great Britain, as was left uncompleted by the Commissioners heretofore appointed to carry into effect the First Article of the Treaty of 15th June 1846, have met together at Washington, and have traced out and marked the said Boundary line on four charts, severally entitled—“North America, West Coast, Strait of Juan de Fuca and the channels between the Continent and Vancouver Id. showing the Boundary line between British and American Possessions, from the Admiralty surveys by Captains H. Kellett R. N. 1847, and G. H. Richards R. N. 1858–1862,” and having on examination agreed that the lines so traced out and marked on the respective charts are identical, they have severally signed the said charts on behalf of their respective Governments, two copies

thereof to be retained by the Government of the United States, and two copies thereof to be retained by the Government of Her Britannic Majesty, to serve with the "Definition of the Boundary line," attached hereto, showing the general bearings of the line of Boundary as laid down on the charts, as a perpetual record of agreement between the two Governments in the matter of the line of Boundary between their respective dominions under the First Article of the Treaty concluded at Washington on the 15th of June 1846.

In witness whereof, the undersigned have signed this Protocol and have hereunto affixed their seals.

Done in duplicate at Washington, this tenth day of March in the year 1873.

HAMILTON FISH	[SEAL]
EDWD. THORNTON	[SEAL]
JAMES C. PREVOST	[SEAL]

#### DEFINITION OF THE BOUNDARY LINE

The Chart upon which the Boundary Line between the British and the United States Possessions is laid down, is entitled "North America, West coast, Strait of Juan de Fuca and the channels between the Continent and Vancouver Id. showing the Boundary line between British and American Possessions, from the Admiralty surveys by Captains H. Kellett, R. N. 1847 and G. H. Richards, R. N. 1858-1862."

The Boundary line thus laid down on the chart is a Black line shaded Red on the side of the British possessions, and Blue on the side of the possessions of the United States.

The Boundary line thus defined commences at the point on the 49th Parallel of North Latitude on the West side of Point Roberts which is marked by a stone monument, and the line is continued along the said Parallel to the middle of the channel which separates the continent from Vancouver Island, that is to say, to a point in Longitude  $123^{\circ}, 19' 15''$  W. as shown in the said chart.

It then proceeds in a direction about  $S. 50^{\circ} E.$  (true) for about fifteen geographical miles, when it curves to the Southward passing equidistant between the West point of Patos Island and the East point of Saturna Island until the point midway on a line drawn between Turnpoint on Stewart Island and Fairfax point on Moresby Island bears  $S. 68^{\circ} W.$  (true) distant ten miles then on a course South  $68^{\circ} W.$  (true) ten miles to the said point midway between Turnpoint on Stewart Island and Fairfax point on Moresby Island, thence on a course about South  $12^{\circ} 30' East$  (true) for about eight and three quarter miles to a point due east one mile from the Northernmost Kelp Reef which Reef on the said chart is laid down as in latitude  $48^{\circ}, 33'$  North and in longitude  $123^{\circ} 15'$  West, then its direction continues about  $S. 20^{\circ} 15' East,$  (true) six and one eighth miles to a point midway between

Sea Bird Point on Discovery Island and Pile Point on San Juan Island thence in a straight line S.  $45^{\circ}$  E. (true) until it touches the North end of the middle Bank in between 13 and 18 fathoms of water; from this point the line takes a general S.  $28^{\circ} 30'$  W. direction (true) for about ten miles when it reaches the centre of the fairway of the Strait of Juan de Fuca, which by the chart is in the Latitude of  $48^{\circ} 17'$  North and Longitude  $123^{\circ} 14' 40''$  W.

Thence the line runs in a direction S.  $73^{\circ}$  W (true) for twelve miles to a point on a straight line drawn from the Light House on Race Island to Angelos Point midway between the same.

Thence the line runs through the centre of the Strait of Juan de Fuca, *first* in a direction N.  $80^{\circ} 30'$  W. about  $5\frac{3}{4}$  miles to a point equidistant on a straight line between Beechy Head on Vancouver Island and Tongue point on the shore of Washington Territory, *second* in a direction N.  $76^{\circ}$  W. about  $13\frac{1}{2}$  miles to a point equidistant in a straight line between Sherringham Point on Vancouver Island and Pillar Point on the shore of Washington Territory, *third* in a direction N.  $68^{\circ}$  W. about  $30\frac{3}{4}$  miles to the Pacific Ocean at a point equidistant between Bonilla point on Vancouver Island and Tatooch Island Light House on the American Shore—the line between the points being nearly due North and South (true).

The courses and distances as given in the foregoing description are not assumed to be perfectly accurate—but are as nearly so as is supposed to be necessary to a practical definition of the line laid down on the chart and intended to be the Boundary line.

HAMILTON FISH  
EDWD. THORNTON  
JAMES C. PREVOST

## FISHERIES

*Protocol signed at Washington June 7, 1873, relating to entry into force  
of articles XVIII–XXV and XXX of treaty of May 8, 1871  
Entered into force June 7, 1873*

18 Stat. 372; Treaty Series 136

### PROTOCOL OF A CONFERENCE HELD AT WASHINGTON ON THE SEVENTH DAY OF JUNE, ONE THOUSAND EIGHT HUNDRED AND SEVENTY THREE

Whereas it is provided by Article XXXIII of the Treaty between Her Majesty the Queen of the United Kingdom of Great Britain and Ireland and the United States of America, signed at Washington on the 8th of May 1871,<sup>1</sup> as follows:

#### ARTICLE XXXIII

The foregoing Articles XVIII to XXV inclusive, and Article XXX of this Treaty shall take effect as soon as the Laws required to carry them into operation shall have been passed by the Imperial Parliament of Great Britain, by the Parliament of Canada, and by the Legislature of Prince Edwards Island on the one hand and by the Congress of the United States on the other. Such assent having been given, the said Articles shall remain in force for the period of ten years from the date at which they may come into operation, and further until the expiration of two years after either of the High Contracting Parties shall have given 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 period of ten years or at any time afterward.

And whereas, in accordance with the stipulations of the above recited Article, an Act was passed by the Imperial Parliament of Great Britain in the 35th and 36th years of the Reign of Queen Victoria, intituled “An Act to carry into effect a Treaty between Her Majesty and the United States of America.”

And whereas an Act was passed by the Senate and House of Commons of Canada in the fifth session of the First Parliament, held in the thirty fifth year of Her Majesty’s Reign, and assented to in Her Majesty’s name, by the Governor General on the Fourteenth day of June 1872, intituled “An Act relating to the Treaty of Washington 1871.”

<sup>1</sup> TS 133, *ante*, p. 184.

And whereas an Act was passed by the Legislature of Prince Edward's Island and assented to by the Lieutenant Governor of that Colony on the 29th day of June 1872, intituled "An Act relating to the Treaty of Washington 1871."

And whereas an Act was passed by the Senate and House of Representatives of the United States of America in Congress assembled, and approved on the first day of March 1873,<sup>2</sup> by the President of the United States, entitled "An Act to carry into effect the provisions of the Treaty between the United States and Great Britain, signed in the city of Washington, the eighth day of May, eighteen hundred and seventy one, relating to Fisheries."

The undersigned Hamilton Fish, Secretary of State of the United States, and the Right Honourable Sir Edward Thornton, one of Her Majesty's Most Honourable Privy Council, Knight Commander of the Most Honourable Order of the Bath, Her Britannic Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States of America, duly authorized for this purpose by their respective Governments, having met together at Washington and having found that the laws required to carry the Articles XVIII to XXV inclusive, and Article XXX of the Treaty aforesaid into operation have been passed by the Imperial Parliament of Great Britain, by the Parliament of Canada, and by the Legislature of Prince Edward's Island on the one part, and by the Congress of the United States on the other, hereby declare that Articles XVIII to XXV, inclusive, and Article XXX of the Treaty between Her Britannic Majesty and the United States of America of the 8th of May, 1871, will take effect on the First day of July next.

In witness whereof the undersigned have signed this Protocol, and have hereunto affixed their seals.

Done in duplicate at Washington, this Seventh day of June, 1873.

HAMILTON FISH [SEAL]

EDWD. THORNTON [SEAL]

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<sup>2</sup> 17 Stat. 482.

## FISHERIES: NEWFOUNDLAND

*Protocol signed at Washington May 28, 1874, extending to Newfoundland provisions of articles XVIII-XXV and XXX of treaty of May 8, 1871*

*Entered into force May 28, 1874; operative June 1, 1874*

*Proclaimed by the President of the United States May 29, 1874*

18 Stat. 847; Treaty Series 137

### PROTOCOL OF A CONFERENCE HELD AT WASHINGTON ON THE 28TH DAY OF MAY ONE THOUSAND EIGHT HUNDRED AND SEVENTY-FOUR

Whereas it is provided by Article XXXII of the Treaty between the United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, signed at Washington on the 8th of May, 1871,<sup>1</sup> as follows:

#### *"Article XXXII*

"It is further agreed that the provisions and stipulations of Articles XVIII to XXV of this Treaty, inclusive, shall extend to the Colony of Newfoundland, so far as they are applicable. But if the Imperial Parliament, the Legislature of Newfoundland, or the Congress of the United States, shall not embrace the Colony of Newfoundland in their laws enacted for carrying the foregoing articles into effect, then this article shall be of no effect; but the omission to make provision by law to give it effect, by either of the legislative bodies aforesaid, shall not in any way impair any other articles of this Treaty."

And whereas an Act was passed by the Senate and House of Representatives of the United States of America in Congress assembled and approved on the first day of March 1873, by the President of the United States entitled "An Act to carry into effect the provisions of the Treaty between the United States and Great Britain signed in the city of Washington the eighth of May 1871, relating to fisheries"<sup>2</sup> by which Act it is provided:

"SEC. 2. That whenever the Colony of Newfoundland shall give its consent to the application of the stipulations and provisions of the said Articles eighteenth to twenty fifth of said Treaty, inclusive, to that Colony, and the

<sup>1</sup> TS 133, *ante*, p. 184.

<sup>2</sup> 17 Stat. 482.

Legislature thereof, and the Imperial Parliament shall pass the necessary laws for that purpose, the above enumerated Articles, being the produce of the fisheries of the Colony of Newfoundland, shall be admitted into the United States free of duty, from and after the date of a proclamation by the President of the United States, declaring that he has satisfactory evidence that the said Colony of Newfoundland has consented, in a due and proper manner, to have the provisions of the said Articles eighteenth to twenty fifth inclusive, of the said Treaty extended to it, and to allow the United States the full benefits of all the stipulations therein contained, and shall be so admitted free of duty, so long as the said Articles eighteenth to twenty fifth, inclusive, and Article thirtieth of said Treaty, shall remain in force, according to the terms and conditions of Article thirty third of said Treaty."

And whereas an Act was passed by the Governor, Legislative Council, and Assembly of Newfoundland in Legislative session convened in the thirty seventh year of Her Majesty's reign and assented to by Her Majesty on the twelfth day of May 1874, entitled "An Act to carry into effect the provisions of the Treaty of Washington as far as they relate to this Colony."

The undersigned Hamilton Fish, Secretary of State of the United States and the Right Honorable Sir Edward Thornton, one of Her Majesty's Most Honorable Privy Council, Knight Commander of the most Honorable Order of the Bath, Her Britannic Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States of America duly authorized for this purpose by their respective Governments, having met together at Washington, and having found that the laws required to carry the Articles XVIII to XXV inclusive, and Articles XXX and XXXII of the Treaty aforesaid into operation have been passed by the Congress of the United States on the one part, and by the Imperial Parliament of Great Britain, by the Parliament of Canada and by the Legislature of Prince Edward Island and the Legislature of Newfoundland on the other, hereby declare that Articles XVIII to XXV inclusive and Article XXX of the Treaty between the United States of America and Her Britannic Majesty, shall take effect in accordance with Article XXXIII of said Treaty between the citizens of the United States of America and Her Majesty's subjects in the Colony of Newfoundland on the first day of June next.

In witness whereof the undersigned have signed this Protocol and have hereunto affixed their seals.

Done in duplicate at Washington, this twenty eighth day of May, 1874.

HAMILTON FISH [SEAL]

EDWD. THORNTON [SEAL]

## TRADEMARKS

*Declaration signed at London October 24, 1877*

*Entered into force October 24, 1877*

*Senate advice and consent to ratification May 22, 1878*

*Ratified by the President of the United States May 25, 1878*

*Proclaimed by the President of the United States July 17, 1878*

20 Stat. 703; Treaty Series 138

The Government of the United States of America and the Government of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, with a view to the reciprocal protection of the marks of manufacture and trade in the two countries, have agreed as follows:

The subjects or citizens of each of the contracting parties shall have, in the dominions and possessions of the other, the same rights as belong to native subjects or citizens, or as are now granted or may hereafter be granted to the subjects and citizens of the most favoured nation, in everything relating to property in trade-marks and trade-labels.

It is understood that any person who desires to obtain the aforesaid protection must fulfill the formalities required by the laws of the respective countries.

In witness whereof the undersigned have signed the present declaration, and have affixed thereto the seal of their arms.

Done at London, the twenty-fourth day of October, 1877.

EDWARDS PIERREPONT	[SEAL]
DERBY	[SEAL]

## CLAIMS OF AMERICAN FISHERMEN

*Exchange of notes at Washington May 28, 1881*

*Entered into force May 28, 1881*

*Terminated on fulfillment of its terms*<sup>1</sup>

1881 For. Rel. 589

*The British Minister to the Secretary of State*

WASHINGTON, May 28, 1881 (Received May 28)

SIR: With reference to your note of the 6th instant, relating to the discussions which have recently taken place between Her Majesty's Government and that of the United States with regard to the losses alleged to have been suffered by United States fishermen in Fortune Bay, Newfoundland, on the 6th of January 1878, in consequence of certain acts committed by natives of that colony, I have the honor to inform you that Her Majesty's Government is prepared to meet the views of the Government of the United States upon this matter by the payment of the sum of £15,000 sterling in full satisfaction of all claims for disturbance of American fishermen in their fishing operations on the coasts of Newfoundland and its dependencies up to the 4th of March last, including the occurrences at Aspee Bay, Cape Breton, Nova Scotia, in the Dominion of Canada, a statement of which is made at pages 138 to 141, inclusive, of Ex. Doc. No. 84 of the second session of the House of Representatives of the Forty-sixth Congress.

It will, however, be clearly understood that the above-mentioned payment will be made without prejudice to any question of the rights of either of the two governments under Articles XVIII to XXV, both inclusive, and Article XXXII of the treaty of May 8, 1871,<sup>2</sup> between the United States and Great Britain.

I have, &c.,

EDW'D THORNTON

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<sup>1</sup> For an exchange of notes at Washington June 2 and 4, 1881, regarding payment and receipt of claim, see 1881 For. Rel. 591.

<sup>2</sup> TS 133, *ante*, p. 170.

*The Secretary of State to the British Minister*

DEPARTMENT OF STATE,  
*Washington, May 28, 1881*

SIR: I have the honor to acknowledge the receipt of your note of May 28, 1881, in which, referring to mine of the 6th, you convey the gratifying intelligence that Her Majesty's Government has accepted the terms of settlement agreed upon by us of the difficulties at Fortune Bay, occurring on the 6th of January, 1878.

The understanding of this government is, as you state, that the payment of £15,000 sterling is in full satisfaction of all claims for disturbances of American fishermen in their fishing operations on the coast of Newfoundland and its dependencies up to 4th of March last, including the occurrences at Aspee Bay, Cape Breton, Nova Scotia, in the Dominion of Canada, a statement of which is made at pages 138 to 141, inclusive, of Ex. Doc. No. 84 of the House of Representatives of the Forty-sixth Congress.

This government also clearly understands that the above-mentioned payment will be made without prejudice to any question of the rights of either of the two governments under Articles XVIII to XXV, both inclusive, and Article XXXII of the treaty of May 8, 1871, between the United States and Great Britain.

You can advise me of the time and method of payment, which I leave to be settled by your own convenience.

I have, &c.,

JAMES G. BLAINE

## FISHERIES

*Notice by the Secretary of State June 22, 1885; exchanges of memorandums and notes March 12–June 22, 1885, extending the fishery clauses of treaty of May 8, 1871*

*Entered into force June 22, 1885*

*Expired January 1, 1886*

1885 For. Rel. 460; Treaty Series 138–1

### NOTICE OF JUNE 22, 1885, BY THE SECRETARY OF STATE

By direction of the President, the undersigned, Secretary of State, hereby makes known to all whom it may concern that a temporary diplomatic agreement has been entered into between the Government of the United States and the Government of Her Britannic Majesty in relation to the fishing privileges which were granted by the fishery clauses of the treaty between the United States and Great Britain of May 8, 1871<sup>1</sup>, whereby the privilege of fishing, which would otherwise have terminated with the treaty clauses on the 1st of July proximo, may continue to be enjoyed by the citizens and subjects of the two countries engaged in fishing operations throughout the season of 1885.

This agreement proceeds from the mutual good-will of the two Governments, and has been reached solely to avoid all misunderstanding and difficulties which might otherwise arise from the abrupt termination of the fishing of 1885 in the midst of the season. The immunity which is accorded by this agreement to the vessels belonging to citizens of the United States engaged in fishing in the British American waters will likewise be extended to British vessels and subjects engaged in fishing in the waters of the United States.

The joint resolution of Congress of March 3, 1883,<sup>2</sup> providing for the termination of the fishing articles of the treaty of May 8, 1871, having repealed in terms the act of March 1, 1873,<sup>3</sup> for the execution of the fishing articles, and that repeal being express and absolute from the date of the termination of the said fishing articles, under due notification given and proclaimed by the President of the United States, to wit, July 1, 1885, the present temporary agreement in no way affects the question of statutory enactment or exemption from customs duties, as to which the abrogation of the fishing articles remains complete.

<sup>1</sup> TS 133, *ante*, p. 170.

<sup>2</sup> 22 Stat. 641.

<sup>3</sup> 17 Stat. 482.

As part of this agreement, the President will bring the whole question of the fisheries before Congress at its next session in December, and recommend the appointment of a joint commission by the Governments of the United States and Great Britain to consider the matter, in the interest of maintaining good neighborhood and friendly intercourse between the two countries, thus affording a prospect of negotiation for the development and extension of trade between the United States and British North America.

Copies of the memoranda and exchanged notes on which this temporary agreement rests are appended.

Reference is also made to the President's proclamation of January 31, 1885,<sup>4</sup> terminating the fishing articles of the Treaty of Washington.

By direction of the President:

T. F. BAYARD  
*Secretary of State*

#### EXCHANGES OF MEMORANDUMS AND NOTES

##### *British Memorandum of March 12, 1885*<sup>5</sup>

The fishery clauses of the Treaty of Washington of 1871 will expire on the 1st of July next. It has been represented by the Canadian Government that much inconvenience is likely to arise in consequence, unless some agreement can be made for an extension of the period.

When the time comes (1st of July next) American ships will be actually engaged in fishing within the territorial waters of the Dominion. These vessels will have been fitted out for the season's fishing and have made all their usual arrangements for following it up until its termination in the autumn. If, under these circumstances, the provincial or municipal authorities in Canada were to insist upon their strict rights, and to compel such vessels, on pain of seizure, to desist from fishing, considerable hardship would be occasioned to the owners, and a feeling of bitterness engendered on both sides which it is clearly the interest of both Governments to avert.

It seems therefore desirable, in order to avoid such possible complications, that both Governments should come to an agreement under which the clauses might be in effect extended until the 1st of January, 1886.

If this were done the existing state of things would come to an end at a date between the fishery season of 1885 and that of 1886, and an abrupt transition at a moment when fishery operations were being carried on would be thus avoided.

WASHINGTON, *March 12, 1885.*

<sup>4</sup> 23 Stat. 837.

<sup>5</sup> The memorandum accompanied a personal letter to the Secretary of State from L. S. Sackville West, the British Minister.

*United States Memorandum of April 21, 1885*

The legislation passed by the Congress of the United States, act of March 1, 1873, for the execution of the fishery articles of the Treaty of Washington, has been repealed by the joint resolution of March 3, 1883, the repeal to take effect July 1, 1885. From that date the effects of the fisheries articles of the Treaty of Washington absolutely determine, so far as their execution within the jurisdiction of the United States is concerned, and without new legislation by Congress modifying or postponing that repeal the Executive is not constitutionally competent to extend the reciprocal fisheries provisions of the treaty beyond the 1st of July next, the date fixed by the action of Congress.

Mr. West's memorandum of March 12, 1885, suggests the mutual practical convenience that would accrue from allowing the fishing ventures commenced prior to July 1, 1885, to continue until the end of the season for fishing of that year, thus preventing their abrupt termination in the midst of fishing operations on the 1st of July.

It has been, moreover, suggested on the part of the Province of Newfoundland and of the Dominion of Canada, that in view of the mutual benefit and convenience of the present local traffic, consisting of the purchase of ice, bait, wood, and general ship supplies by the citizens of the United States engaged in fishing from the inhabitants of the British American fishing coast, the usual operations of the fishing season of 1885 should be continued by the fishing vessels belonging to citizens of the United States until the end of the season of that year, and that the local authorities of Newfoundland and of the Dominion of Canada, in a spirit of amity and good neighborhood, should abstain from molesting such fishermen or impeding their progress or their local traffic with the inhabitants incidental to fishing during the remainder of the season of 1885, and all this with the understanding that the President of the United States would bring the whole question of the fisheries before Congress at its next session in December, and recommend the appointment of a commission in which the Governments of the United States and of Great Britain should be respectively represented, which commission should be charged with the consideration and settlement, upon a just, equitable, and honorable basis, of the entire question of the fishing rights of the two Governments and their respective citizens on the coasts of the United States and British North America.

The President of the United States would be prepared to recommend the adoption of such action by Congress with the understanding that in view and in consideration of such promised recommendation there would be no enforcement of restrictive and penal laws and regulations by the authorities of the Dominion of Canada or of the Province of Newfoundland, against the fishermen of the United States resorting to British-American waters between the 1st of July next and the close of the present year's fishing season;

the mutual object and intent being to avoid any annoyance to the individuals engaged in this business and traffic, and the irritation or ill-feeling that might be engendered by a harsh or vexatious enforcement of stringent local regulations on the fishing coast pending an effort to have a just and amicable arrangement of an important and somewhat delicate question between the two nations.

Public knowledge of this understanding and arrangement can be given by an exchange of notes between Mr. West and myself, which can be given to the press.

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*The Secretary of State to the British Minister*

DEPARTMENT OF STATE,  
*Washington, April 22, 1885*

DEAR MR. WEST: I have on several occasions lately, in conversation, acquainted you with my interest in the fisheries memorandum which accompanied your personal letter of March 12.

Several informal talks I have had with Sir Ambrose Shea have enabled me to formulate the views of this Government upon the proposition made in behalf of the Dominion and the Province of Newfoundland, and I take pleasure in handing you herewith a memorandum embodying the results. If this suits, I shall be happy to confirm the arrangement by an exchange of notes at your early convenience.

I am, my dear Mr. West, very sincerely yours,

T. F. BAYARD

The Hon. L. S. SACKVILLE WEST, &c.

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*British Memorandums of June 13, 1885*

It is proposed to state in notes according temporary arrangements respecting fisheries that an agreement has been arrived at under circumstances affording prospect of negotiation for development and extension of trade between the United States and British North America.

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The Government of Newfoundland do not make refunding of duties a condition of their acceptance of the proposed agreement, but they rely on it having due consideration before the international commission which may be appointed.

*The Secretary of State to the British Minister*

DEPARTMENT OF STATE,  
*Washington, June 19, 1885*

MY DEAR MR. WEST: I assume that the two confidential memoranda you handed to me on the 13th instant embrace the acceptance by the Dominion and the British-American coast provinces of the general features of my memorandum of April 21, concerning a temporary arrangement respecting the fisheries, with the understanding expressed on their side that the "agreement has been arrived at under circumstances affording prospect of negotiation for development and extension of trade between the United States and British North America."

To such a contingent understanding I can have no objection. Indeed, I regard it as covered by the statement in my memorandum of May [April] 21, that the arrangement therein contemplated would be reached "with the understanding that the President of the United States would bring the whole question of the fisheries before Congress at its next session in December, and recommend the appointment of a commission in which the Governments of the United States and of Great Britain should be respectively represented, which commission should be charged with the consideration and settlement, upon a just, equitable, and honorable basis, of the entire question of the fishing rights of the two Governments and their respective citizens on the coasts of the United States and British North America."

The equities of the question being before such a mixed commission would doubtless have the fullest latitude of expression and treatment on both sides; and the purpose in view being the maintenance of good neighborhood and intercourse between the two countries, the recommendation of any measures which the commission might deem necessary to attain those ends would seem to fall within its province, and such recommendations could not fail to receive attentive consideration.

I am not, therefore, prepared to state limits to the proposals to be brought forward in the suggested commission on behalf of either party.

I believe this statement will be satisfactory to you, and I should be pleased to be informed at the earliest day practicable of your acceptance of the understanding on behalf of British North America; and by this simple exchange of notes and memoranda the agreement will be completed in season to enable the President to make the result publicly known to the citizens engaged in the fishing on the British-American Atlantic coast.

I have the honor to be, with the highest respect, sir, your obedient servant,

T. F. BAYARD

The Hon. L. S. SACKVILLE WEST

*The British Minister to the Secretary of State*

BRITISH LEGATION,  
*Washington, June 20, 1885*

MY DEAR MR. BAYARD: I beg to acknowledge the receipt of your confidential note of yesterday's date, concerning the proposed temporary arrangement respecting the fisheries, which I am authorized by Her Majesty's Government to negotiate with you on behalf of the Government of the Dominion of Canada and the Government of Newfoundland, to be effected by an exchange of notes founded on your memorandum of the 21st of April last.

The two confidential memoranda which I handed to you on the 13th instant contain, as you assume, the acceptance by the Dominion and the British-American coast provinces of the general features of your above-mentioned memorandum, with the understanding expressed on their side that the agreement has been arrived at under circumstances affording prospects of negotiation for the development and extension of trade between the United States and British North America, a contingent understanding to which, as you state, you can have no objection, as you regard it as covered by the terms of your memorandum of April 21.

In authorizing me to negotiate this agreement, Earl Granville states, as I have already had occasion to intimate to you, that it is on the distinct understanding that it is a temporary one, and that its conclusion must not be held to prejudice any claim which may be advanced to more satisfactory equivalents by the colonial governments in the course of the negotiation for a more permanent settlement. Earl Granville further wishes me to tell you that Her Majesty's Government and the colonial governments have consented to the arrangement, solely as a mark of good will to the Government and people of the United States, and to avoid difficulties which might be raised by the termination of the fishery articles in the midst of a fishing season; and also the acceptance of such a *modus vivendi* does not, by any implication, affect the value of the inshore fisheries by the Governments of Canada and Newfoundland. I had occasion to remark to you that while the colonial governments are asked to guarantee immunity from interference to American vessels resorting to Canadian waters, no such immunity is offered in your memorandum to Canadian vessels resorting to American waters, but that the Dominion Government presumed that the agreement in this respect would be mutual. As you accepted this view, it would, I think, be as well that mention should be made to this effect in the notes.

Under the reservations, as above indicated, in which I believe you acquiesce, I am prepared to accept the understanding on behalf of British North America, and to exchange notes in the above sense.

I have the honor to be, with the highest respect, sir, your obedient servant.

L. S. SACKVILLE WEST

Hon. T. F. BAYARD, &c.

*The Secretary of State to the British Minister*

DEPARTMENT OF STATE,  
*Washington, June 20, 1885*

SIR: I have just received your note of to-day's date in regard to the proposed temporary arrangement touching the fisheries.

Undoubtedly it is our clear and mutual understanding that the arrangement now made is only temporary, and that it proceeds from the mutual good will of our respective Governments, and solely to avoid all difficulties which might otherwise arise from the termination of the fishing of 1885 in the midst of the season.

I understand, also, that the same immunity which is accorded by this agreement to the vessels belonging to the citizens of the United States, engaged in fishing in the British-American waters, will be extended to British vessels and subjects engaged in fishing in the waters of the United States. Perceiving, therefore, no substantial difference between our respective propositions and these statements as contained in our correspondence on the subject, I shall consider the agreement as embodied in our memoranda and the correspondence between us and as thus concluded; and public notification to that effect will be given in a few days by the President.

I have the honor to be, with the highest consideration, sir, your obedient servant,

T. F. BAYARD

The Hon. L. S. SACKVILLE WEST, &c.

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*The Secretary of State to the British Minister*

DEPARTMENT OF STATE,  
*Washington, June 20, 1885*

SIR: In compliance with your verbal request of this morning that I should restate part of my note to you of the 19th, I repeat that the arrangement, whereby a *modus vivendi* on the fishing question has been reached, rests on the memoranda and correspondence exchanged; that your memorandum of the 13th instant expressed the understanding on your side that the "agreement has been arrived at under circumstances affording prospect of negotiation for development and extension of trade between the United States and British North America;" that I not only had no objection to such an understanding, but, in fact, regarded it as amply embraced in our proposal to recommend a commission to deal with the whole subject in the interest of good neighborhood and intercourse, and that the recommendation of any measures which the commission might deem necessary to attain those ends would seem to fall within its province, and such recommendations could not fail to have attentive consideration.

Having thus not only admitted the proviso of your memorandum in your own language, but gone still further and pointed out that no limits would be set, so far as I was concerned, to the proposals to be brought forward in the suggested commission on behalf of either party, I do not see how it is possible for me to give any stronger assurance that the understanding has "been reached under circumstances affording a prospect of negotiation for the development and extension of trade between the United States and British America."

I have the honor to be, with the highest consideration, sir,

T. F. BAYARD

The Hon. L. S. SACKVILLE WEST, &c.

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*The British Minister to the Secretary of State*

WASHINGTON, June 22, 1885

SIR: I have the honor to acknowledge the receipt of your notes of the 20th and 22d instant in regard to the proposed temporary arrangement touching the fisheries, in which you state that it is our clear and mutual understanding that such arrangement is only temporary, and that it proceeds from the mutual good-will of our respective Governments, and solely to avoid all difficulties which might otherwise arise from the termination of the fishing of 1885 in the midst of the season. Also that the same immunity which is accorded by this Government to the vessels belonging to the citizens of the United States engaged in fishing in the British-American waters will be extended to British vessels and subjects engaged in fishing in the waters of the United States, and that the agreement has been reached under circumstances affording a prospect of negotiation for the development and extension of trade between the United States and British North America.

As therefore there exists no substantial difference between our respective propositions and the statements as contained in our correspondence on the subject, I shall consider the agreement as embodied in our memoranda and the correspondence between us as thus concluded, and shall inform Her Majesty's Government and the Governments of the Dominion of Canada and Newfoundland accordingly.

I have the honor to be, with the highest consideration, sir, your obedient servant,

L. S. SACKVILLE WEST

Hon. T. F. BAYARD, &c.

## FISHERIES: CANADA AND NEWFOUNDLAND

*Protocols signed at Washington February 15, 1888*

*Entered into force February 15, 1888*

*Expired February 15, 1890*

I Malloy 738; Treaty Series 138-2

### BRITISH PROTOCOL

The Treaty having been signed<sup>1</sup> the British Plenipotentiaries desire to state that they have been considering the position which will be created by the immediate commencement of the fishing season before the Treaty can possibly be ratified by the Senate of the United States, by the Parliament of Canada, and the Legislature of Newfoundland.

In the absence of such ratification the old conditions which have given rise to so much friction and irritation might be revived, and might interfere with the unprejudiced consideration of the Treaty by the legislative bodies concerned.

Under these circumstances, and with the further object of affording evidence of their anxious desire to promote good feeling and to remove all possible subjects of controversy, the British Plenipotentiaries are ready to make the following temporary arrangements for a period not exceeding two years, in order to afford a "*modus vivendi*" pending the ratification of the Treaty.

1. For a period not exceeding two years from the present date, the privilege of entering the bays and harbors of the Atlantic coasts of Canada and of Newfoundland shall be granted to United States fishing vessels by annual Licenses at a fee of \$1½ per ton—for the following purposes:

The purchase of bait, ice, seines, lines, and all other supplies and outfits.

Transshipment of catch and shipping of crews.

2. If during the continuance of this arrangement, the United States should remove the duties on fish, fish oil, whale and seal oil (and their coverings, packages, &c.,) the said licenses shall be issued free of charge.

3. United States fishing vessels entering the bays and harbors of the Atlantic coasts of Canada or of Newfoundland for any of the four purposes

<sup>1</sup> A treaty (S. Conf. Ex. M, 50th Cong., 1st sess.) concerning interpretation of art. I of convention of Oct. 20, 1818 (TS 112, *ante*, p. 57), was signed at Washington Feb. 15, 1888, approved by Canada May 4, 1888, and by Newfoundland May 9, 1888, but rejected by the Senate Aug. 21, 1888.

mentioned in Article I. of the Convention of October 20, 1818, and not remaining therein more than twenty-four hours, shall not be required to enter or clear at the custom-house, providing that they do not communicate with the shore.

4. Forfeiture to be exacted only for the offences of fishing or preparing to fish in territorial waters.

5. This arrangement to take effect as soon as the necessary measures can be completed by the Colonial Authorities.

WASHINGTON, *February 15th, 1888.*

J. CHAMBERLAIN  
L. S. SACKVILLE WEST  
CHARLES TUPPER

#### UNITED STATES PROTOCOL

The American Plenipotentiaries having received the communication of the British Plenipotentiaries of this date conveying their plan for the administration to be observed by the Governments of Canada and Newfoundland in respect of the Fisheries during the period which may be requisite for the consideration by the Senate of the Treaty this day signed, and the enactment of the legislation by the respective Governments therein proposed, desire to express their satisfaction with this manifestation of an intention on the part of the British Plenipotentiaries, by the means referred to, to maintain the relations of good neighborhood between the British Possessions in North America and the United States; and they will convey the communication of the British Plenipotentiaries to the President of the United States, with a recommendation that the same may be by him made known to the Senate for its information, together with the Treaty, when the latter is submitted to that body for ratification.

WASHINGTON, *February 15, 1888.*

T. F. BAYARD  
WILLIAM L. PUTNAM  
JAMES B. ANGELL

## EXTRADITION

*Convention signed at Washington July 12, 1889, supplementing article X of treaty of August 9, 1842*

*Senate advice and consent to ratification, with amendments, February 18, 1890*<sup>1</sup>

*Ratified by the President of the United States, with amendments, February 25, 1890*<sup>1</sup>

*Ratified by the United Kingdom March 8, 1890*

*Ratifications exchanged at London March 11, 1890*

*Proclaimed by the President of the United States March 25, 1890*

*Entered into force April 4, 1890*

*Supplemented by agreements of December 13, 1900;<sup>2</sup> April 12, 1905;<sup>3</sup> May 15, 1922;<sup>4</sup> and January 8, 1925<sup>5</sup>*

*Terminated June 24, 1935, by treaty of December 22, 1931,<sup>6</sup> except as to Canada, the Irish Free State, New Zealand, and South Africa<sup>7</sup>*

26 Stat. 1508; Treaty Series 139

### EXTRADITION CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND HER BRITANNIC MAJESTY, SUPPLEMENTARY TO THE TENTH ARTICLE OF THE TREATY, CONCLUDED BETWEEN THE SAME HIGH CONTRACTING PARTIES ON THE NINTH DAY OF AUGUST, 1842

Whereas by the Tenth Article of the Treaty concluded between the United States of America and Her Britannic Majesty on the ninth day of August, 1842,<sup>8</sup> provision is made for the extradition of persons charged with certain crimes;

And Whereas it is now desired by the High Contracting Parties that the provisions of the said Article should embrace certain crimes not therein speci-

<sup>1</sup> The U.S. amendments called for addition of the phrase "when voluntary" after the word "Manslaughter" in art. I, para. 1, and deletion of the phrase "obtaining money, goods, or valuable securities by false pretenses" after the word "larceny" in art. I, para. 3.

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

<sup>2</sup> TS 391, *post*, p. 256.

<sup>3</sup> TS 458, *post*, p. 272.

<sup>4</sup> TS 666, *post*, p. 392.

<sup>5</sup> TS 719, *ante*, vol. 6, p. 5, CANADA.

<sup>6</sup> TS 849, *post*, p. 482.

<sup>7</sup> Terminated for South Africa Apr. 30, 1951, by treaty of Dec. 18, 1947 (TIAS 2243, *ante*, vol. 11, p. 512, SOUTH AFRICA).

<sup>8</sup> TS 119, *ante*, p. 82.

fied, and should extend to fugitives convicted of the crimes specified in the said Article and in this Convention;

The said High Contracting Parties have appointed as their Plenipotentiaries to conclude a Convention for this purpose, that is to say:

The President of the United States of America, James G. Blaine, Secretary of State of the United States;

And Her Majesty, the Queen of the United Kingdom of Great Britain and Ireland, Sir Julian Pauncefote, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Honorable Order of the Bath, and Envoy Extraordinary and Minister Plenipotentiary of Her Britannic Majesty 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<sup>9</sup>

The provisions of the said Tenth Article are hereby made applicable to the following additional crimes:

1. Manslaughter, when voluntary.
2. Counterfeiting or altering money; uttering or bringing into circulation counterfeit or altered money.
3. Embezzlement; larceny; receiving any money, valuable security, or other property, knowing the same to have been embezzled, stolen, or fraudulently obtained.
4. Fraud by a bailee, banker, agent, factor, trustee, or director or member or officer of any company, made criminal by the laws of both countries.
5. Perjury, or subornation of perjury.
6. Rape; abduction; child-stealing; kidnapping.
7. Burglary; house-breaking or shop-breaking.
8. Piracy by the law of nations.
9. Revolt, or conspiracy to revolt by two or more persons on board a ship on the high seas, against the authority of the master; wrongfully sinking or destroying a vessel at sea, or attempting to do so; assaults on board a ship on the high seas, with intent to do grievous bodily harm.
10. Crimes and offences against the laws of both countries for the suppression of slavery and slave-trading.

<sup>9</sup> For additions to list of crimes, see treaty of Dec. 13, 1900 (TS 391), *post*, p. 256; convention of Apr. 12, 1905 (TS 458), *post*, p. 272; and conventions of May 15, 1922 (TS 666, *post*, p. 392), and Jan. 8, 1925 (TS 719, *ante*, vol. 6, p. 5, CANADA), with respect to Canada.

Extradition is also to take place for participation in any of the crimes mentioned in this Convention or in the aforesaid Tenth Article, provided such participation be punishable by the laws of both countries.

#### ARTICLE II

A fugitive criminal shall not be surrendered, if the offence in respect of which his surrender is demanded be one of a political character, or if he proves that the requisition for his surrender has in fact been made with a view to try or punish him for an offence of a political character.

No person surrendered by either of the High Contracting Parties to the other shall be triable or tried, or be punished for any political crime or offence, or for any act connected therewith, committed previously to his extradition.

If any question shall arise as to whether a case comes within the provisions of this Article, the decision of the authorities of the government in whose jurisdiction the fugitive shall be at the time shall be final.

#### ARTICLE III

No person surrendered by or to either of the High Contracting Parties shall be triable or be tried for any crime or offence, committed prior to his extradition, other than the offence for which he was surrendered, until he shall have had an opportunity of returning to the country from which he was surrendered.

#### ARTICLE IV

All articles seized which were in the possession of the person to be surrendered at the time of his apprehension, whether being the proceeds of the crime or offence charged, or being material as evidence in making proof of the crime or offence, shall, so far as practicable, and if the competent authority of the state applied to for the extradition has ordered the delivery thereof, be given up when the extradition takes place. Nevertheless, the rights of third parties with regard to the articles aforesaid shall be duly respected.

#### ARTICLE V

If the individual claimed by one of the two High Contracting Parties, in pursuance of the present Convention, should also be claimed by one or several other Powers on account of crimes or offences committed within their respective jurisdictions, his extradition shall be granted to that state whose demand is first received.

The provisions of this Article and also of Articles II to IV, inclusive, of the present Convention, shall apply to surrender for offences specified in the aforesaid Tenth Article, as well as to surrender for offences specified in this Convention.

## ARTICLE VI

The extradition of fugitives under the provisions of this Convention and of the said Tenth Article shall be carried out in the United States and in Her Majesty's dominions, respectively, in conformity with the laws regulating extradition for the time being in force in the surrendering state.

## ARTICLE VII

The provisions of the said Tenth Article and of this Convention shall apply to persons convicted of the crimes therein respectively named and specified, whose sentence therefor shall not have been executed.

In case of a fugitive criminal alleged to have been convicted of the crime for which his surrender is asked, a copy of the record of the conviction and of the sentence of the court before which such conviction took place, duly authenticated, shall be produced, together with the evidence proving that the prisoner is the person to whom such sentence refers.

## ARTICLE VIII

The present Convention shall not apply to any of the crimes herein specified which shall have been committed, or to any conviction which shall have been pronounced, prior to the date at which the Convention shall come into force.

## ARTICLE IX

This Convention shall be ratified, and the ratifications shall be exchanged at London as soon as possible.

It shall come into force ten days after its publication, in conformity with the forms prescribed by the laws of the High Contracting Parties, and shall continue in force until one or the other of the High Contracting Parties shall signify its wish to terminate it, and no longer.

In witness whereof, the undersigned have signed the same and have affixed thereto their seals.

Done in duplicate at the city of Washington, this twelfth day of July, 1889.

JAMES G. BLAINE	[SEAL]
JULIAN PAUNCEFOTE	[SEAL]

## FUR SEAL FISHERIES IN BERING SEA

*Agreement signed at Washington June 15, 1891*

*Entered into force June 15, 1891*

*Proclaimed by the President of the United States June 15, 1891*

*Expired in accordance with its terms*

27 Stat. 980; Treaty Series 140

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF HER BRITANNIC MAJESTY FOR A MODUS VIVENDI IN RELATION TO THE FUR SEAL FISHERIES IN BEHRING SEA

For the purpose of avoiding irritating differences and with a view to promote the friendly settlement of the questions pending between the two Governments touching their respective rights in Behring Sea, and for the preservation of the seal species, the following agreement is made without prejudice to the rights or claims of either party.

I. Her Majesty's Government will prohibit, until May next, seal killing in that part of Behring Sea lying eastward of the line of demarcation described in Article No. 1 of the Treaty of 1867 between the United States and Russia,<sup>1</sup> and will promptly use its best efforts to ensure the observance of this prohibition by British subjects and vessels.

II. The United States Government will prohibit seal killing for the same period in the same part of Behring Sea and on the shores and islands thereof, the property of the United States (in excess of 7,500 to be taken on the islands for the subsistence and care of the natives) and will promptly use its best efforts to ensure the observance of this prohibition by United States citizens and vessels.

III. Every vessel or person offending against this prohibition in the said waters of Behring Sea outside of the ordinary territorial limits of the United States, may be seized and detained by the naval or other duly commissioned officers of either of the High Contracting Parties, but they shall be handed over as soon as practicable to the authorities of the nation to which they respectively belong, who shall alone have jurisdiction to try the offense and impose the penalties for the same. The witnesses and proofs necessary to establish the offense shall also be sent with them.

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<sup>1</sup> Treaty signed at Washington Mar. 30, 1867 (TS 301, *ante*, vol. 11, p. 1216, UNION OF SOVIET SOCIALIST REPUBLICS).

IV. In order to facilitate such proper inquiries as Her Majesty's Government may desire to make, with a view to the presentation of the case of that government before arbitrators, and in expectation that an agreement for arbitration may be arrived at,<sup>2</sup> it is agreed that suitable persons designated by Great Britain will be permitted at any time, upon application, to visit or to remain upon the seal islands during the present sealing season for that purpose.

Signed and sealed in duplicate at Washington, this fifteenth day of June 1891, on behalf of their respective Governments, by William F. Wharton, Acting Secretary of State of the United States, and Sir Julian Pauncefote, G.C.M.G., K.C.B., H.B.M. Envoy Extraordinary and Minister Plenipotentiary.

WILLIAM F. WHARTON	[SEAL]
JULIAN PAUNCEFOTE	[SEAL]

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<sup>2</sup> For a convention signed at Washington Feb. 29, 1892, see TS 140-1, *post*, p. 220.

## BERING SEA ARBITRATION

*Agreements signed at Washington December 18, 1891*

*Entered into force December 18, 1891*

*Expired May 7, 1892, upon entry into force of convention of February 29, 1892*<sup>1</sup>

I Malloy 744; Treaty Series 140-2

### ARTICLES FOR INSERTION IN ARBITRATION AGREEMENT

The following is the text of Articles for insertion in the Behring Sea Arbitration Agreement as settled in the Diplomatic Correspondence between the Government of the United States and the Government of Great Britain:

#### I

What exclusive jurisdiction in the sea now known as the Behring's Sea, and what exclusive rights in the seal fisheries therein, did Russia assert and exercise prior and up to the time of the cession of Alaska to the United States?

#### II

How far were these claims of jurisdiction as to the seal fisheries recognized and conceded by Great Britain?

#### III

Was the body of water now known as the Behring's Sea included in the phrase "Pacific Ocean", as used in the Treaty of 1825 between Great Britain and Russia;<sup>2</sup> and what rights, if any, in the Behring's Sea were held and exclusively exercised by Russia after said Treaty?

#### IV

Did not all the rights of Russia as to jurisdiction, and as to the seal fisheries in Behring's Sea east of the water boundary, in the Treaty between the United States and Russia of the 30th March, 1867,<sup>3</sup> pass unimpaired to the United States under that Treaty?

<sup>1</sup> TS 140-1, *post*, p. 220.

<sup>2</sup> *British and Foreign State Papers*, vol. 12, p. 38.

<sup>3</sup> TS 301, *ante*, vol. 11, p. 1216, UNION OF SOVIET SOCIALIST REPUBLICS.

## V

Has the United States any right, and, if so, what right of protection or property in the fur seals frequenting the islands of the United States in Behring Sea when such seals are found outside the ordinary three-mile limit?

## VI

If the determination of the foregoing questions as to the exclusive jurisdiction of the United States shall leave the subject in such position that the concurrence of Great Britain is necessary to the establishment of Regulations for the proper protection and preservation of the fur seal in, or habitually resorting to, the Behring's Sea, the Arbitrators shall then determine what concurrent Regulations outside the jurisdictional limits of the respective Governments are necessary, and over what waters such Regulations should extend, and to aid them in that determination the report of a Joint Commission to be appointed by the respective Governments shall be laid before them, with such other evidence as either Government may submit.

The Contracting Powers furthermore agree to co-operate in securing the adhesion of other Powers to such Regulations.

## VII

The respective Governments having found themselves unable to agree upon a reference which shall include the question of the liability of each for the injuries alleged to have been sustained by the other, or by its citizens, in connection with the claims presented and urged by it; and, being solicitous that this subordinate question should not interrupt or longer delay the submission and determination of the main questions, do agree that either may submit to the Arbitrators any question of fact involved in said claims and ask for a finding thereon, the question of the liability of either Government upon the facts found to be the subject of further negotiation.

JAMES G. BLAINE	<i>18 December 1891</i>
JULIAN PAUNCEFOTE	<i>18 Dec. 1891</i>

## JOINT COMMISSION AGREEMENT

The following is the text of the Behring's Sea Joint Commission Agreement as settled in the Diplomatic Correspondence between the Government of the United States and the Government of Great Britain:

Each Government shall appoint two Commissioners to investigate conjointly with the Commissioners of the other Government all the facts having relation to seal life in Behring's Sea, and the measures necessary for its proper protection and preservation.

The four Commissioners shall, so far as they may be able to agree, make a joint report to each of the two Governments, and they shall also report, either jointly or severally, to each Government on any points upon which they may be unable to agree.

These reports shall not be made public until they shall be submitted to the Arbitrators, or it shall appear that the contingency of their being used by the Arbitrators cannot arise.

JAMES G. BLAINE	<i>18 December 1891</i>
JULIAN PAUNCEFOTE	<i>18 Dec. 1891</i>

## BERING SEA ARBITRATION

*Convention signed at Washington February 29, 1892*  
*Senate advice and consent to ratification March 29, 1892*  
*Ratified by the President of the United States April 22, 1892*  
*Ratified by the United Kingdom May 2, 1892*  
*Ratifications exchanged at London May 7, 1892*  
*Entered into force May 7, 1892*  
*Proclaimed by the President of the United States May 9, 1892*  
*Terminated August 15, 1893*<sup>1</sup>

27 Stat. 947; Treaty Series 140-1

The United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being desirous to provide for an amicable settlement of the questions which have arisen between their respective governments concerning the jurisdictional rights of the United States in the waters of Behring's Sea, and concerning also the preservation of the fur-seal in, or habitually resorting to, the said Sea, and the rights of the citizens and subjects of either country as regards the taking of fur-seal in, or habitually resorting to, the said waters, have resolved to submit to arbitration the questions involved, and to the end of concluding a convention for that purpose have appointed as their respective Plenipotentiaries:

The President of the United States of America, James G. Blaine, Secretary of State of the United States; and

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Sir Julian Pauncefote, G.C.M.G., K.C.B., Her Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States;

Who, after having communicated to each other their respective full powers which were found to be in due and proper form, have agreed to and concluded the following articles.

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<sup>1</sup> Date award was rendered by commissioners; for text of award and declarations made by the tribunal, see Moore, *International Arbitrations*, vol. I, pp. 945 and 956.

## ARTICLE I

The questions which have arisen between the Government of the United States and the Government of Her Britannic Majesty concerning the jurisdictional rights of the United States in the waters of Behring's Sea, and concerning also the preservation of the fur-seal in, or habitually resorting to, the said Sea, and the rights of the citizens and subjects of either country as regards the taking of fur-seal in, or habitually resorting to, the said waters, shall be submitted to a tribunal of Arbitration, to be composed of seven Arbitrators, who shall be appointed in the following manner, that is to say: Two shall be named by the President of the United States; two shall be named by Her Britannic Majesty; His Excellency the President of the French Republic shall be jointly requested by the High Contracting Parties to name one; His Majesty the King of Italy shall be so requested to name one; and His Majesty the King of Sweden and Norway shall be so requested to name one. The seven Arbitrators to be so named shall be jurists of distinguished reputation in their respective countries; and the selecting Powers shall be requested to choose, if possible, jurists who are acquainted with the English language.

In case of the death, absence or incapacity to serve of any or either of the said Arbitrators, or in the event of any or either of the said Arbitrators omitting or declining or ceasing to act as such, the President of the United States, or Her Britannic Majesty, or His Excellency the President of the French Republic, or His Majesty the King of Italy, or His Majesty the King of Sweden and Norway, as the case may be, shall name, or shall be requested to name forthwith another person to act as Arbitrator in the place and stead of the Arbitrator originally named by such head of a State.

And in the event of the refusal or omission for two months after receipt of the joint request from the High Contracting Parties of His Excellency the President of the French Republic, or His Majesty the King of Italy, or His Majesty the King of Sweden and Norway, to name an Arbitrator, either to fill the original appointment or to fill a vacancy as above provided, then in such case the appointment shall be made or the vacancy shall be filled in such manner as the High Contracting Parties shall agree.

## ARTICLE II

The Arbitrators shall meet at Paris within twenty days after the delivery of the counter cases mentioned in Article IV, and shall proceed impartially and carefully to examine and decide the questions that have been or shall be laid before them as herein provided on the part of the Governments of the United States and Her Britannic Majesty respectively. All questions considered by the tribunal, including the final decision, shall be determined by a majority of all the Arbitrators.

Each of the High Contracting Parties shall also name one person to attend the tribunal as its Agent to represent it generally in all matters connected with the arbitration.

ARTICLE III <sup>2</sup>

The printed case of each of the two parties, accompanied by the documents, the official correspondence, and other evidence on which each relies, shall be delivered in duplicate to each of the Arbitrators and to the Agent of the other party as soon as may be after the appointment of the members of the tribunal, but within a period not exceeding four months from the date of the exchange of the ratifications of this treaty.

## ARTICLE IV

Within three months after the delivery on both sides of the printed case either party may, in like manner deliver in duplicate to each of the said Arbitrators, and to the Agent of the other party, a counter case, and additional documents, correspondence, and evidence, in reply to the case, documents, correspondence, and evidence so presented by the other party.

If, however, in consequence of the distance of the place from which the evidence to be presented is to be procured, either party shall, within thirty days after the receipt by its agent of the case of the other party, give notice to the other party that it requires additional time for the delivery of such counter case, documents, correspondence and evidence, such additional time so indicated, but not exceeding sixty days beyond the three months in this Article provided, shall be allowed.

If in the case submitted to the Arbitrators either party shall have specified or alluded to any report or document in its own exclusive possession, without annexing a copy, such party shall be bound, if the other party thinks proper to apply for it, to furnish that party with a copy thereof; and either party may call upon the other, through the Arbitrators, to produce the originals or certified copies of any papers adduced as evidence, giving in each instance notice thereof within thirty days after delivery of the case; and the original or copy so requested shall be delivered as soon as may be and within a period not exceeding forty days after receipt of notice.

## ARTICLE V

It shall be the duty of the Agent of each party, within one month after the expiration of the time limited for the delivery of the counter case on both sides, to deliver in duplicate to each of the said Arbitrators and to the Agent of the other party a printed argument showing the points and referring to the evidence upon which his Government relies, and either party may also

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<sup>2</sup> See agreement signed at Washington Dec. 18, 1891 (TS 140-2), *ante*, p. 217.

support the same before the Arbitrators by oral argument of counsel; and the Arbitrators may, if they desire further elucidation with regard to any point, require a written or printed statement or argument, or oral argument by counsel, upon it; but in such case the other party shall be entitled to reply either orally or in writing, as the case may be.

#### ARTICLE VI <sup>2</sup>

In deciding the matters submitted to the Arbitrators, it is agreed that the following five points shall be submitted to them, in order that their award shall embrace a distinct decision upon each of said five points, to wit:

1. What exclusive jurisdiction in the sea now known as the Behring's Sea, and what exclusive rights in the seal fisheries therein, did Russia assert and exercise prior and up to the time of the cession of Alaska to the United States?
2. How far were these claims of jurisdiction as to the seal fisheries recognized and conceded by Great Britain?
3. Was the body of water now known as the Behring's Sea included in the phrase "Pacific Ocean," as used in the Treaty of 1825 between Great Britain and Russia; <sup>3</sup> and what rights, if any, in the Behring's Sea were held and exclusively exercised by Russia after said Treaty?
4. Did not all the rights of Russia as to jurisdiction, and as to the seal fisheries in Behring's Sea east of the water boundary, in the Treaty between the United States and Russia of the 30th. March, 1867, <sup>4</sup> pass unimpaired to the United States under that Treaty?
5. Has the United States any right, and if so, what right of protection or property in the fur-seals frequenting the islands of the United States in Behring Sea when such seals are found outside the ordinary three-mile limit?

#### ARTICLE VII <sup>2</sup>

If the determination of the foregoing questions as to the exclusive jurisdiction of the United States shall leave the subject in such position that the concurrence of Great Britain is necessary to the establishment of Regulations for the proper protection and preservation of the fur-seal in, or habitually resorting to, the Behring Sea, the Arbitrators shall then determine what concurrent Regulations outside the jurisdictional limits of the respective Governments are necessary, and over what waters such Regulations should extend, and to aid them in that determination the report of a Joint Commission to be appointed by the respective Governments shall be laid before them, with such other evidence as either Government may submit.

The High Contracting Parties furthermore agree to coöperate in securing the adhesion of other Powers to such Regulations.

<sup>3</sup> *British and Foreign State Papers*, vol. 12, p. 38.

<sup>4</sup> TS 301, *ante*, vol. 11, p. 1216, UNION OF SOVIET SOCIALIST REPUBLICS.

ARTICLE VIII <sup>2</sup>

The High Contracting Parties having found themselves unable to agree upon a reference which shall include the question of the liability of each for the injuries alleged to have been sustained by the other, or by its citizens, in connection with the claims presented and urged by it; and, being solicitous that this subordinate question should not interrupt or longer delay the submission and determination of the main questions, do agree that either may submit to the Arbitrators any question of fact involved in said claims and ask for a finding thereon, the question of the liability of either Government upon the facts found to be the subject of further negotiation.

ARTICLE IX <sup>5</sup>

The High Contracting Parties having agreed to appoint two Commissioners on the part of each Government to make the joint investigation and report contemplated in the preceding Article VII, and to include the terms of the said Agreement in the present Convention, to the end that the joint and several reports and recommendations of said Commissioners may be in due form submitted to the Arbitrators should the contingency therefor arise, the said Agreement is accordingly herein included as follows:

Each Government shall appoint two Commissioners to investigate conjointly with the Commissioners of the other Government all the facts having relation to seal life in Behring's Sea, and the measures necessary for its proper protection and preservation.

The four Commissioners shall, so far as they may be able to agree, make a joint report to each of the two Governments, and they shall also report, either jointly or severally, to each Government on any points upon which they may be unable to agree.

These reports shall not be made public until they shall be submitted to the Arbitrators, or it shall appear that the contingency of their being used by the Arbitrators can not arise.

## ARTICLE X

Each Government shall pay the expenses of its members of the Joint Commission in the investigation referred to in the preceding Article.

## ARTICLE XI

The decision of the tribunal shall, if possible, be made within three months from the close of the argument on both sides.

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<sup>5</sup> See agreement signed at Washington Dec. 18, 1891 (TS 140-2), *ante*, p. 218.

It shall be made in writing and dated, and shall be signed by the Arbitrators who may assent to it.

The decision shall be in duplicate, one copy whereof shall be delivered to the Agent of the United States for his Government, and the other copy shall be delivered to the Agent of Great Britain for his Government.

#### ARTICLE XII

Each Government shall pay its own Agent and provide for the proper remuneration of the counsel employed by it and of the Arbitrators appointed by it, and for the expense of preparing and submitting its case to the tribunal. All other expenses connected with the Arbitration shall be defrayed by the two Governments in equal moieties.

#### ARTICLE XIII

The Arbitrators shall keep an accurate record of their proceedings and may appoint and employ the necessary officers to assist them.

#### ARTICLE XIV

The High Contracting Parties engage to consider the result of the proceedings of the tribunal of arbitration, as a full, perfect, and final settlement of all the questions referred to the Arbitrators.

#### ARTICLE XV

The present treaty 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 Her Britannic Majesty; and the ratifications shall be exchanged either at Washington or at London within six months from the date hereof, or earlier if possible.

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

Done in duplicate at Washington the twenty-ninth day of February, one thousand eight hundred and ninety-two.

JAMES G. BLAINE	[SEAL]
JULIAN PAUNCEFOTE	[SEAL]

## FUR SEAL FISHERIES IN BERING SEA

*Convention signed at Washington April 18, 1892*

*Senate advice and consent to ratification April 19, 1892*

*Ratified by the President of the United States April 22, 1892*

*Ratified by the United Kingdom May 2, 1892*

*Ratifications exchanged at London May 7, 1892*

*Entered into force May 7, 1892*

*Proclaimed by the President of the United States May 9, 1892*

*Terminated August 15, 1893*<sup>1</sup>

27 Stat. 952; Treaty Series 140-3

### CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND GREAT BRITAIN FOR THE RENEWAL OF THE EXISTING "MODUS VIVENDI"<sup>2</sup> IN BEHRING'S SEA

Whereas by a Convention concluded between the United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, on the twenty-ninth day of February, one thousand eight hundred and ninety-two, the High Contracting Parties have agreed to submit to Arbitration, as therein stated, the questions which have arisen between them concerning the jurisdictional rights of the United States in the waters of Behring's Sea and concerning also the preservation of the fur-seal in, or habitually resorting to, the said sea, and the rights of the citizens and subjects of either country as regards the taking of fur-seal in, or habitually resorting to, the said waters; and whereas the High Contracting Parties, having differed as to what restrictive Regulations for seal-hunting are necessary, during the pendency of such Arbitration, have agreed to adjust such difference in manner hereinafter mentioned, and without prejudice to the rights of either party:

The said High Contracting Parties have appointed as their Plenipotentiaries to conclude a Convention for this purpose, that is to say:

The President of the United States of America, James G. Blaine, Secretary of State of the United States;

<sup>1</sup> Date of rendition of award pursuant to arbitration convention of Feb. 29, 1892 (TS 140-1, *ante*, p. 220).

<sup>2</sup> Agreement signed at Washington June 15, 1891 (TS 140), *ante*, p. 215.

And Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Sir Julian Pauncefote, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Most Honourable Order of the Bath, and Envoy Extraordinary and Minister Plenipotentiary of Her Britannic Majesty to the United States;

Who, after having communicated to each other their respective full powers, found in due and good form, have agreed upon and concluded the following Articles:

#### ARTICLE I

Her Majesty's Government will prohibit, during the pendency of the Arbitration, seal killing in that part of Behring Sea lying eastward of the line of demarcation described in Article No. I of the Treaty of 1867 between the United States and Russia,<sup>3</sup> and will promptly use its best efforts to ensure the observance of this prohibition by British subjects and vessels.

#### ARTICLE II

The United States Government will prohibit seal-killing for the same period in the same part of Behring's Sea, and on the shores and islands thereof, the property of the United States (in excess of seven thousand five hundred to be taken on the islands for the subsistence of the Natives), and will promptly use its best efforts to ensure the observance of this prohibition by United States citizens and vessels.

#### ARTICLE III

Every vessel or person offending against this prohibition in the said waters of Behring Sea outside of the ordinary territorial limits of the United States, may be seized and detained by the naval or other duly commissioned officers of either of the High Contracting Parties, but they shall be handed over as soon as practicable to the authorities of the Nation to which they respectively belong, who alone shall have jurisdiction to try the offence and impose the penalties for the same. The witnesses and proof necessary to establish the offence shall also be sent with them.

#### ARTICLE IV

In order to facilitate such proper inquiries as Her Majesty's Government may desire to make with a view to the presentation of the case and arguments of that Government before the Arbitrators, it is agreed that suitable persons designated by Great Britain will be permitted at any time, upon application, to visit or remain upon the Seal Islands during the sealing season for that purpose.

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<sup>3</sup> TS 301, *ante*, vol. 11, p. 1216, UNION OF SOVIET SOCIALIST REPUBLICS.

## ARTICLE V

If the result of the Arbitration be to affirm the right of British Sealers to take seals in Behring Sea within the bounds claimed by the United States, under its purchase from Russia, then compensation shall be made by the United States to Great Britain (for the use of her subjects) for abstaining from the exercise of that right during the pendency of the Arbitration upon the basis of such a regulated and limited catch or catches as in the opinion of the Arbitrators might have been taken without an undue diminution of the seal-herds; and, on the other hand, if the result of the Arbitration shall be to deny the right of British sealers to take seals within the said waters, then compensation shall be made by Great Britain to the United States (for itself, its citizens and lessees) for this agreement to limit the island catch to seven thousand five hundred a season, upon the basis of the difference between this number and such larger catch as in the opinion of the Arbitrators might have been taken without an undue diminution of the seal-herds.

The amount awarded, if any, in either case shall be such as under all the circumstances is just and equitable, and shall be promptly paid.

## ARTICLE VI

This Convention may be denounced by either of the High Contracting Parties at any time after the thirty-first day of October, one thousand eight hundred and ninety-three, on giving to the other Party two months notice of its termination; and at the expiration of such notice the Convention shall cease to be in force.

## ARTICLE VII

The present Convention shall be duly ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by Her Britannic Majesty; and the ratifications shall be exchanged either at Washington or at London as early as possible.

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

Done in duplicate at Washington, this eighteenth day of April, one thousand eight hundred and ninety-two.

JAMES G. BLAINE	[SEAL]
JULIAN PAUNCEFOTE	[SEAL]

## RECOVERY OF DESERTERS FROM MERCHANT VESSELS

*Treaty signed at Washington June 3, 1892*

*Senate advice and consent to ratification June 30, 1892*

*Ratified by the United Kingdom July 9, 1892*

*Ratified by the President of the United States July 14, 1892*

*Ratifications exchanged at Washington August 1, 1892*

*Proclaimed by the President of the United States August 1, 1892*

*Entered into force August 31, 1892*

*Terminated July 1, 1916*<sup>1</sup>

27 Stat. 961; Treaty Series 141

Treaty between the United States and Great Britain for the recovery of persons who may desert from the merchant vessels of either country while in the ports of the other.

Whereas the Governments of the United States of America and of Great Britain are desirous to make provision for the apprehension, recovery and restoration of persons who may desert from merchant vessels of their respective countries while in the ports of the other country, and to conclude a treaty for the above purpose, the High Contracting Parties have accordingly appointed as their Plenipotentiaries to conclude the said treaty, that is to say:

The President of the United States of America, James G. Blaine, Secretary of State of the United States; and

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, Sir Julian Pauncefote, G.C.M.G., K.C.B., Her Majesty's Envoy Extraordinary and Minister Plenipotentiary to the United States;

Who, after having communicated to each other their respective full powers found in due and good form, have agreed upon the following articles.

### ARTICLE I

The Consuls General, Consuls, Vice-Consuls and Consular Agents of either of the High Contracting Parties, residing in the dominions, possessions or colonies of the other, shall have power to require from the proper

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<sup>1</sup> Pursuant to notice of termination given by the United States in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

authorities the assistance provided by law for the apprehension, recovery and restoration of seamen who may desert from any ship belonging to a citizen or subject of their respective countries, while in the ports of the other country. If, however, any such deserter shall have committed any crime or offence in the country where he is found, his surrender or restoration may be delayed until the proper tribunal before which the case shall be pending or may be cognizable, shall have pronounced its sentence and the sentence shall have been carried into effect.

It is understood that the preceding stipulations shall not apply to the citizens or subjects of the country where the desertion shall take place.

#### ARTICLE II

The present Treaty shall be ratified and the ratifications shall be exchanged at Washington or at London without delay.

#### ARTICLE III

The present Treaty shall come into operation at the expiration of thirty days from the date of the exchange of ratifications. It shall remain in force for five years after that date and thereafter until terminated by a twelve months' notice to be given by either High Contracting Party to the other.

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

Done in duplicate at Washington, this third day of June, one thousand eight hundred and ninety-two.

JAMES G. BLAINE	[SEAL]
JULIAN PAUNCEFOTE	[SEAL]

## BOUNDARIES

*Convention signed at Washington July 22, 1892*  
*Senate advice and consent to ratification July 25, 1892*  
*Ratified by the President of the United States July 29, 1892*  
*Ratified by the United Kingdom August 5, 1892*  
*Ratifications exchanged August 23, 1892*  
*Entered into force August 23, 1892*  
*Proclaimed by the President of the United States August 26, 1892*  
*Extended by convention of February 3, 1894*<sup>1</sup>  
*Expired December 31, 1895*

27 Stat. 955; Treaty Series 142

The United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being equally desirous to provide for the removal of all possible cause of difference between their respective governments hereafter in regard to the delimitation of the existing boundary between the United States and Her Majesty's possessions in North America in respect to such portions of said boundary as may not in fact have been permanently marked in virtue of treaties heretofore concluded; have resolved to conclude a Convention in furtherance of these ends, and for that purpose have appointed as their respective Plenipotentiaries;

The President of the United States, John W. Foster, Secretary of State of the United States, and

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, The Honorable Michael H. Herbert, Chargé d'Affaires *ad interim* of Great Britain,

Who, after having communicated to each other their respective full powers, which were found to be in due and proper form, have agreed to and concluded the following Articles:

### ARTICLE I

The High Contracting Parties agree that a coincident or joint survey (as may be found in practice most convenient) shall be made of the territory adjacent to that part of the boundary line of the United States of America and

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<sup>1</sup> TS 143, *post*, p. 234.

the Dominion of Canada dividing the Territory of Alaska from the Province of British Columbia and the Northwest Territory of Canada, from the latitude of  $54^{\circ} 40'$  North to the point where the said boundary line encounters the  $141^{\text{st}}$  degree of longitude westward from the meridian of Greenwich, by Commissions to be appointed severally by the High Contracting Parties, with a view to the ascertainment of the facts and data necessary to the permanent delimitation of said boundary line in accordance with the spirit and intent of the existing treaties in regard to it between Great Britain and Russia and between the United States and Russia.

Application will be made without delay to the respective legislative bodies for the appropriations necessary for the prosecution of the survey, and the Commissions to be appointed by the two governments shall meet at Ottawa within two months after said appropriation shall have been made, and shall proceed as soon as practicable thereafter to the active discharge of their duties.

The respective Commissions shall complete the survey and submit their final reports thereof within two years<sup>2</sup> from the date of their first meeting.

The Commissions shall, so far as they may be able to agree, make a joint report to each of the two governments, and they shall also report, either jointly or severally, to each government on any points upon which they may be unable to agree.

Each government shall pay the expenses of the Commission appointed by it.

Each government engages to facilitate in every possible way any operations which, in pursuance of the plan to be agreed upon by the Commissions, may be conducted within its territory by the Commission of the other.

The High Contracting Parties agree that, as soon as practicable after the report or reports of the Commissions shall have been received, they will proceed to consider and establish the boundary line in question.

## ARTICLE II

The High Contracting Parties agree that the Governments of the United States and of Her Britannic Majesty in behalf of the Dominion of Canada shall, with as little delay as possible, appoint two Commissioners, one to be named by each party, to determine upon a method of more accurately marking the boundary line between the two countries in the waters of Passamaquoddy Bay in front of and adjacent to Eastport, in the State of Maine, and to place buoys or fix such other boundary marks as they may determine to be necessary.

Each government shall pay the expenses of its own Commissioner, and

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<sup>2</sup> For an extension of time to Dec. 31, 1895, see convention of Feb. 3, 1894 (TS 143), *post*, p. 234.

cost of marking the boundary in such manner as shall be determined upon shall be defrayed by the High Contracting Parties in equal moieties.

### 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 Her Britannic Majesty; and the ratifications shall be exchanged at Washington within twelve months from the date hereof, or earlier if possible.

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

Done in duplicate at Washington the 22<sup>d</sup> day of July one thousand eight hundred and ninety-two.

JOHN W. FOSTER	[SEAL]
MICHAEL H. HERBERT	[SEAL]

## BOUNDARIES

*Convention signed at Washington February 3, 1894, extending convention of July 22, 1892*

*Senate advice and consent to ratification February 12, 1894*

*Ratified by the President of the United States February 15, 1894*

*Ratified by the United Kingdom March 9, 1894*

*Ratifications exchanged at Washington March 28, 1894*

*Entered into force March 28, 1894*

*Proclaimed by the President of the United States March 28, 1894*

*Expired December 31, 1895*

28 Stat. 1200; Treaty Series 143

The Governments of the United States of America and of Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, being credibly advised that the labors of the Commission organized pursuant to the Convention which was concluded between the High Contracting Parties at Washington, July 22, 1892,<sup>1</sup> providing for the delimitation of the existing boundary between the United States and Her Majesty's possessions in North America in respect to such portions of said boundary line as may not in fact have been permanently marked in virtue of treaties heretofore concluded, can not be accomplished within the period of two years from the first meeting of the Commission as fixed by that Convention, have deemed it expedient to conclude a supplementary convention extending the term for a further period and for this purpose have named as their respective plenipotentiaries:

The President of the United States, Walter Q. Gresham, Secretary of State of the United States, and

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, His Excellency Sir Julian Pauncefote, G. C. B., G. C. M. G., Ambassador Extraordinary and Plenipotentiary of Great Britain;

Who, after having communicated to each other their respective full powers which were found to be in due and proper form, have agreed upon the following articles:

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<sup>1</sup> TS 142, *ante*, p. 231.

## ARTICLE I

The third paragraph of Article I of the Convention of July 22, 1892, states that the respective Commissions shall complete the survey and submit their final reports thereof within two years from the date of their first meeting. The Joint Commissioners held their first meeting November 28, 1892; hence the time allowed by that Convention expires November 28, 1894. Believing it impossible to complete the required work within the specified period, the two Governments hereby mutually agree to extend the time to December 31, 1895.

## ARTICLE II

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 Her Britannic Majesty; and the ratifications shall be exchanged at Washington at the earliest practicable date.

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

Done in duplicate at Washington, the 3d day of February, one thousand eight hundred and ninety-four.

W. Q. GRESHAM	[SEAL]
JULIAN PAUNCEFOTE	[SEAL]

## CLAIMS: BERING SEA

*Convention signed at Washington February 8, 1896, with appendix  
Senate advice and consent to ratification, with amendments, April 15,  
1896*<sup>1</sup>

*Ratified by the President of the United States, with amendments,  
April 23, 1896*<sup>1</sup>

*Ratified by the United Kingdom May 14, 1896*

*Ratifications exchanged at London June 3, 1896*

*Entered into force June 3, 1896*

*Proclaimed by the President of the United States June 11, 1896*

*Terminated December 17, 1897*<sup>2</sup>

29 Stat. 844; Treaty Series 144

Whereas by a Treaty between the United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, signed at Washington on February 29, 1892,<sup>3</sup> the questions which had arisen between their respective Governments concerning the jurisdictional rights of the United States in the waters of Behring Sea, and concerning also the preservation of the fur-seal in, or habitually resorting to, the said Sea, and the rights of the citizens and subjects of either country as regards the taking of fur-seal in, or habitually resorting to, the said waters, were submitted to a Tribunal of Arbitration as therein constituted;

<sup>1</sup> The U.S. amendments were as follows:

Article II, second paragraph, after "Commission" delete "may" and insert "shall also"; after "provided" delete "it shall determine in any case that the interests of justice so require—due regard being had to the necessary expense and to all other considerations involved" and insert in lieu thereof "either Commissioner shall so request if he shall be of opinion that the interests of justice shall so require, for reasons to be recorded on the minutes."

Article III, second paragraph, after "found" delete "in the award of" and insert "by"; after "concerning the same; and" delete "it shall be open to"; after "the United States" delete "if it shall think fit" and insert "shall have the right".

Article III, third paragraph, after "The said Commission" delete "shall have power to compel the testimony of witnesses"; after "San Francisco" delete "by application to the Circuit Court of the United States for the Ninth Circuit which said Court shall make all orders and issue all processes necessary and appropriate to that end; and, when sitting at Victoria" and insert "or Victoria"; after "for the procurement" strike out "and" and insert "or".

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

<sup>2</sup> Date of rendition of award of \$473,151.26 against the United States (see Moore, *International Arbitrations*, vol. II, p. 2123).

<sup>3</sup> TS 140-1, *ante*, p. 220.

And whereas the High Contracting Parties having found themselves unable to agree upon a reference which should include the question of the liability of each for the injuries alleged to have been sustained by the other, or by its citizens, in connection with the claims presented and urged by it, did, by Article VIII of the said Treaty, agree that either party might submit to the Arbitrators any questions of fact involved in said claims and ask for a finding thereon, the question of the liability of either Government on the facts found to be the subject of further negotiation;

And whereas the Agent of Great Britain did, in accordance with the provisions of said Article VIII, submit to the Tribunal of Arbitration certain findings of fact which were agreed to as proved by the Agent of the United States, and the Arbitrators did unanimously find the facts so set forth to be true, as appears by the Award of the Tribunal rendered on the 15th day of August, 1893;

And whereas in view of the said findings of fact and of the decision of the Tribunal of Arbitration concerning the jurisdictional rights of the United States in Behring Sea and the right of protection or property of the United States in the fur-seals frequenting the islands of the United States in Behring Sea, the Government of the United States is desirous that in so far as its liability is not already fixed and determined by the findings of fact and the decision of said Tribunal of Arbitration, the question of such liability should be definitely and fully settled and determined, and compensation made, for any injuries for which, in the contemplation of the Treaty aforesaid, and the award and findings of the Tribunal of Arbitration compensation may be due to Great Britain from the United States;

And whereas it is claimed by Great Britain, though not admitted by the United States, that prior to the said award certain other claims against the United States accrued in favor of Great Britain on account of seizures of or interference with the following named British sealing vessels,—to wit, the “Wanderer,” the “Winifred,” the “Henrietta” and the “Oscar and Hattie,” and it is for the mutual interest and convenience of both the High Contracting Parties that the liability of the United States, if any, and the amount of compensation to be paid, if any, in respect of such claims and each of them should also be determined under the provisions of this Convention—all claims by Great Britain under Article V of the Modus Vivendi of April 18, 1892<sup>4</sup> for the abstention from fishing of British sealers during the pendency of said arbitration having been definitely waived before the Tribunal of Arbitration:

The United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, to the end of concluding a Convention for that purpose, have appointed as their respective Plenipotentiaries:

The President of the United States, the Honorable Richard Olney, Secretary of State; and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right Honorable Sir Julian Pauncefoot,

<sup>4</sup> TS 140-3, *ante*, p. 226.

G.C.B., G.C.M.G., Her Majesty's Ambassador Extraordinary and Plenipotentiary to the United States;

Who, after having communicated to each other their respective full powers, which were found in due and proper form, have agreed to and concluded the following Articles:

#### ARTICLE I

The High Contracting Parties agree that all claims on account of injuries sustained by persons in whose behalf Great Britain is entitled to claim compensation from the United States and arising by virtue of the Treaty aforesaid, the award and the findings of the said Tribunal of Arbitration, as also the additional claims specified in the 5th paragraph of the preamble hereto, shall be referred to two Commissioners, one of whom shall be appointed by the President of the United States, and the other by Her Britannic Majesty, and each of whom shall be learned in the law. Appended to this Convention is a list of the claims intended to be referred.

#### ARTICLE II

The two Commissioners shall meet at Victoria, in the Province of British Columbia, Canada, as soon as practicable after the exchange of the ratifications of this Convention, and, after taking an oath that they will fairly and impartially investigate the claims referred to them and render a just decision thereon, they shall proceed jointly to the discharge of their duties.

The Commission shall also sit at San Francisco, California, as well as Victoria, provided either Commissioner shall so request if he shall be of opinion that the interests of justice shall so require, for reasons to be recorded on the minutes.

#### ARTICLE III

The said Commissioners shall determine the liability of the United States, if any, in respect of each claim and assess the amount of compensation, if any, to be paid on account thereof—so far as they shall be able to agree thereon—and their decision shall be accepted by the two Governments as final.

They shall be authorized to hear and examine, on oath or affirmation, which each of said Commissioners is hereby empowered to administer or receive every question of fact not found by the Tribunal of Arbitration, and to receive all suitable authentic testimony concerning the same; and the Government of the United States shall have the right to raise the question of its liability before the Commissioners in any case where it shall be proved that the vessel was wholly or in part the actual property of a citizen of the United States.

The said Commission, when sitting at San Francisco or Victoria, shall have and exercise all such powers for the procurement or enforcement of testimony as may hereafter be provided by appropriate legislation.

## ARTICLE IV

The Commissioners may appoint a Secretary and a clerk or clerks to assist them in the transaction of the business of the Commission.

## ARTICLE V

In the cases, if any, in which the Commissioners shall fail to agree, they shall transmit to each Government a joint report stating in detail the points on which they differ, and the grounds on which their opinions have been formed; and any such difference shall be referred for final adjustment to an Umpire to be appointed by the two Governments jointly, or, in case of disagreement, to be nominated by the President of the Swiss Confederation at the request of the two Governments.

## ARTICLE VI

In case of the death, or incapacity to serve, from sickness or any other cause, of either of the two Commissioners, or of the Umpire, if any, his place shall be filled in the manner herein provided for the original appointment.

## ARTICLE VII

Each Government shall provide for the remuneration of the Commissioner appointed by it.

The remuneration of the Umpire, if one should be appointed, and all contingent and incidental expenses of the Commission, or of the Umpire, shall be defrayed by the two Governments in equal moieties.

## ARTICLE VIII

The amount awarded to Great Britain under this Convention on account of any claimant shall be paid by the Government of the United States to the Government of Her Britannic Majesty within six months after the amount thereof shall have been finally ascertained.

## ARTICLE IX

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 Her Britannic Majesty; and the ratifications shall be exchanged either at Washington or at London within six months from the date hereof, or earlier, if possible.

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

Done in duplicate at Washington, the eighth day of February, 1896.

RICHARD OLNEY [SEAL]

JULIAN PAUNCEFOTE [SEAL]

## APPENDIX OF CLAIMS

*Claims submitted to the Tribunal of Arbitration at Paris*

Name of vessel	Date of seizure	Approximate distance from land when seized	United States vessel making seizure
Carolina.....	Aug. 1, 1886	75 miles.....	Corwin
Thornton.....	Aug. 1, 1886	70 miles.....	Corwin
Onward.....	Aug. 2, 1886	115 miles.....	Corwin
Favorite.....	Aug. 2, 1886	Warned by Corwin in about same position as Onward	
Anna Beck.....	July 2, 1887	66 miles.....	Rush
W. P. Sayward.....	July 9, 1887	59 miles.....	Rush
Dolphin.....	July 12, 1887	40 miles.....	Rush
Grace.....	July 17, 1887	96 miles.....	Rush
Alfred Adams.....	Aug. 10, 1887	62 miles.....	Rush
Ada.....	Aug. 25, 1887	15 miles.....	Bear
Triumph.....	Aug. 4, 1887	Warned by Rush not to enter Behring Sea	
Juanita.....	July 31, 1889	66 miles.....	Rush
Pathfinder.....	July 29, 1889	50 miles.....	Rush
Triumph.....	July 11, 1889	Ordered out of Behring Sea by Rush—Query as to position when warned	
Black Diamond.....	July 11, 1889	35 miles.....	Rush
Lily.....	Aug. 6, 1889	66 miles.....	Rush
Ariel.....	July 30, 1889	Ordered out of Behring Sea by Rush	
Kate.....	Aug. 13, 1889	...do.....	Rush
Minnie.....	July 15, 1889	65 miles.....	Rush
Pathfinder.....	Mar. 27, 1890	Seized in Neah Bay.....	Corwin

Personal Claims.....	1886
Personal Claims.....	1887
Costs in Sayward Case.....	

*Additional Claims*

Wanderer.....	1887-89
Winifred.....	1891
Henrietta.....	1892
Oscar and Hattie.....	1892

## AMITY: CANADA

*Protocol signed at Washington May 30, 1898*<sup>1</sup>

I Malloy 770; Treaty Series 145

PROTOCOL OF THE CONFERENCES AT WASHINGTON IN MAY, 1898, PRELIMINARY TO THE APPOINTMENT OF A JOINT COMMISSION FOR THE ADJUSTMENT OF QUESTIONS AT ISSUE BETWEEN THE UNITED STATES AND GREAT BRITAIN, IN RESPECT TO THE RELATIONS OF THE FORMER WITH THE DOMINION OF CANADA

At the first meeting of the conferees, held on the 25th day of May, were present:

On the part of Great Britain, His Excellency The Right Honorable Sir Julian Pauncefoot, G. C. B., G. C. M. G., Her Britannic Majesty's ambassador at Washington, etc., and the Honorable Sir Louis Davies, K. C. M. G., minister of marine and fisheries of the Dominion of Canada; and

On the part of the United States, the Honorable John W. Foster, late Secretary of State of the United States, etc., and the Honorable John A. Kasson, special commissioner plenipotentiary, etc.

At this meeting the conferees considered and adopted the following declaration:

There is concurrence of views on both side upon the following points:

### I

It is desirable that all controversies between the United States and Great

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<sup>1</sup> Pursuant to the protocol, commissioners were appointed, and the convention met at Quebec Aug. 23, 1898. President McKinley, in his annual message of 1899, said, "Much progress had been made by the commission toward the adjustment of many of these questions, when it became apparent that an irreconcilable difference of views was entertained respecting the delimitations of the Alaskan boundary. In the failure of an agreement as to the meaning of articles 3 and 4 of the treaty of 1825 between Russia and Great Britain [*British and Foreign State Papers*, vol. 12, p. 38], which defined the boundary between Alaska and Canada, the American commissioners proposed that the subject of the boundary be laid aside and that the remaining questions of difference be proceeded with, some of which were so far advanced as to assure the probability of a settlement. This being declined, by the British commissioner, an adjournment was taken until the boundary should be adjusted by the two Governments."

Britain in respect to the Dominion of Canada should be amicably settled, to the end that their intercourse shall be established and maintained on the principles of a cordial friendship between coterminous neighbors.

## II

To accomplish this result it is expedient that each should communicate to the other, in outline, the modification of existing conditions, the concessions or adjustments which it believes ought to be made for the removal of grievances and for the improvement of its commercial or international relations with the other.

## III

That for the final consideration and adjustment of the questions so presented a joint commission, to consist of —— members, to be appointed by each of the Governments, should be created with plenipotentiary powers, whose conclusions shall be presented in the form of a convention or conventions between the two Governments.

## IV

In the meantime it is expedient that informal *pour parlers* should proceed, with a view to formulate the propositions to serve as bases for the consideration and determination of the commission to be appointed as above suggested.

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At the second meeting, held on the 26th day of May, the same conferees being present, the subjects which should be presented for the consideration and action of the proposed joint commission were presented and discussed. The number of members of which the commission should consist, and the place where the sessions of the commission should be held, were also considered.

The conferees on the part of the United States expressed their desire to consult the wishes of the Canadian government in respect to the place of meeting of the commission, and would not object to a convenient point in Canada, if this should be more agreeable to that government.

They further expressed the opinion that in view of the number and character of the questions before the commission, it should be composed of five representatives of each government.

The conferees on the part of Great Britain were apprehensive that so large a number might be conducive to debate and delay rather than to deliberation and decision.

Without concluding the consideration of the foregoing subjects, the meeting was adjourned until Friday, the 27th.

At the third meeting, held on Friday, May 27, the same conferees being present, the subjects discussed at the previous meeting were again under consideration, and the following statement of the subjects to be presented for the action of the joint commission was agreed upon.

In order to attain a complete concord in the relations between the United States and the Dominion of Canada, it is expedient to come to an agreement upon the following subjects:

First. The questions in respect to the fur seals in Bering Sea and the waters of the North Pacific Ocean.

Second. Provisions in respect to the fisheries off the Atlantic and Pacific coasts and in the inland waters of their common frontier.

Third. Provisions for the delimitation and establishment of the Alaska-Canadian boundary by legal and scientific experts if the commission shall so decide, or otherwise.

Fourth. Provisions for the transit of merchandise in transportation to or from either country across intermediate territory of the other, whether by land or water, including natural and artificial waterways and intermediate transit by sea.

Fifth. Provisions relating to the transit of merchandise from one country to be delivered at points in the other beyond the frontier.

Sixth. The question of the alien-labor laws applicable to the subjects or citizens of the United States and of Canada.

Seventh. Mining rights of the citizens or subjects of each country within the territory of the other.

Eighth. Such readjustment and concessions as may be deemed mutually advantageous, of customs duties applicable in each country to the products of the soil or industry of the other, upon the basis of reciprocal equivalents.

Ninth. A revision of the agreement of 1817<sup>2</sup> respecting naval vessels on the Lakes.

Tenth. Arrangements for the more complete definition and marking of any part of the frontier line, by land or water, where the same is now so insufficiently defined or marked as to be liable to dispute.

Eleventh. Provisions for the conveyance for trial or punishment of persons in the lawful custody of the officers of one country through the territory of the other.

Any other unsettled difference not included in the foregoing specifications may be considered and acted upon by mutual agreement of the commissioners representing the two Governments.

It was also understood that, so far as practicable and in accordance with

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<sup>2</sup> Agreement of Apr. 28 and 29, 1817 (TS 110½), *ante*, p. 54.

the second paragraph of the declaration adopted at the first meeting, each Government should communicate to the other in advance of the meeting of the commission a memorandum of its views on each of the aforesaid subjects.

There was also a concurrence of opinion that each Government should defray the expenses of its own commissioners, and that any joint expenses incurred by order of the joint commission, and so certified, should be paid in equal moieties by the respective Governments.

And that the joint commission, when assembled, should be authorized to determine from time to time, in its discretion, the dates and places of its sessions.

The meeting was then adjourned until Saturday, the 28th.

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At the fourth meeting, held on Saturday, May 28, the same conferees being present, upon the suggestion of Sir Louis Davies, the third clause in the statement of subjects to be submitted to the proposed commission, and relating to the Alaska-Canadian boundary, was amended by adding the following words at the end thereof: "by legal and scientific experts, if the commission shall so decide, or otherwise."

In that connection it was remarked by the conferees on the part of the United States that in their opinion the power of the commission to consider this method of adjustment already existed in the former terms, and that this addition neither enlarged nor restricted the powers already granted. They had, therefore, no objection to the amendment.

It was further agreed that each Government would have the power at any time after the appointment of its commissioners to fill any vacancy in its representation arising from any cause.

The British conferees desiring time to consult their Government touching the number of commissioners, and the time and place for the first meeting of the joint commission, it was agreed that these points should be settled by subsequent correspondence between the two Governments.

In the meantime the conferees of the United States concurred in the suggestion of the British conferees that Quebec might be named as a suitable city for the assembling of the commission.

The conference then adjourned until Monday, May 30.

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At the fifth meeting, held on Monday, May 30, the same conferees being present, Sir Louis Davies renewed the question which had been mentioned at the meeting on Saturday of submitting to the proposed commission the subject of reciprocity in wrecking and salvage rights and in the coasting trade, and urged, in accordance with instructions from the Canadian government, that they should be specifically referred for consideration to the proposed commission.

In reply, it was stated by the conferees on the part of the United States that in respect to wrecking they regarded that question as an "unsettled difference," which had been already discussed between the two Governments, and that it could properly come before the commission.

Thereupon it was distinctly understood by the conferees that the question of reciprocity in wrecking and salvage rights should be submitted to the proposed joint commission.

In respect to the coasting trade, the conferees on the part of the United States observed that this could hardly be considered a question in difference between the two Governments. Under existing instructions from their Government they did not feel at liberty to include it within the jurisdiction conferred upon the joint commission.

Having concluded the subjects before them for consideration, the conference then adjourned without date.

In verification of the foregoing protocol of their proceedings and conclusions, the conferees aforesaid have hereunto affixed their names in duplicate this 30th day of May, 1898, under reserve of the approval of their respective Governments.

JOHN A. KASSON  
JOHN W. FOSTER  
JULIAN PAUNCEFOTE  
L. H. DAVIES

## TENURE AND DISPOSITION OF REAL AND PERSONAL PROPERTY

*Convention signed at Washington March 2, 1899*

*Senate advice and consent to ratification, with amendments, March 22, 1900*<sup>1</sup>

*Ratified by the United Kingdom June 18, 1900*

*Ratified by the President of the United States, with amendments, July 16, 1900*<sup>1</sup>

*Ratifications exchanged at Washington July 28, 1900*

*Proclaimed by the President of the United States August 6, 1900*

*Entered into force August 7, 1900*

*Supplemented and amended by conventions of January 13, 1902;<sup>2</sup> October 21, 1921;<sup>3</sup> and May 27, 1936<sup>4</sup>*

31 Stat. 1939; Treaty Series 146

The United States of America and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, desiring to improve the condition of the citizens and subjects 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 John Hay, Secretary of State of the United States of America; and Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, the Right

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<sup>1</sup> The U.S. amendments called for addition at the end of art. IV of the phrase "by direction of the treaty making power of the United States"; deletion of the phrase "acquiring or possessing or" before the word "disposing" in art. V; and deletion of the phrase "within twelve months from the date hereof" after the word "Washington" in art. VII.

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

<sup>2</sup> TS 402, *post*, p. 261.

<sup>3</sup> TS 663, *post*, p. 390.

<sup>4</sup> TS 964, *ante*, vol. 5, p. 140, AUSTRALIA.

Honorable Sir Julian Pauncefote, Knight Grand Cross of the Orders of the Bath and of St. Michael and St. George, Ambassador Extraordinary and Plenipotentiary of Great Britain;

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 or subject of the other, were he not disqualified by the laws of the country where such real property is situated, such citizen or subject 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 or subjects of the country from which such proceeds may be drawn.

#### ARTICLE II

The citizens or subjects 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 or subjects 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 or subjects 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 the United Kingdom of Great Britain and Ireland, or of any subject of Her Britannic Majesty 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 <sup>5</sup>

The stipulations of the present Convention shall not be applicable to any of the Colonies or foreign possessions of Her Britannic Majesty unless notice to that effect shall have been given, on behalf of any such Colony or foreign possession by Her Britannic Majesty's Representative at Washington to the United States Secretary of State, within one year from the date of the exchange of the ratifications of the present Convention.

It is understood that under the provisions of this Article, Her Majesty can in the same manner give notice of adhesion on behalf of any British Protectorate or sphere of influence, or on behalf of the Island of Cyprus, in virtue of the Convention of the 4th of June, 1878, between Great Britain and Turkey.<sup>6</sup>

The provisions of this Convention shall extend and apply to any territory or territories pertaining to or occupied and governed by the United States beyond the seas, only upon notice to that effect being given by the Representative of the United States at London, by direction of the treaty making power of the United States.<sup>7</sup>

## ARTICLE V

In all that concerns the right of disposing of every kind of property, real or personal, citizens or subjects of each of the High Contracting Parties shall in the Dominions of the other enjoy the rights which are or may be accorded to the citizens or subjects of the most favored nation.

<sup>5</sup> For amendments to art. IV, see supplementary conventions of Jan. 13, 1902 (TS 402), *post*, p. 261, and May 27, 1936 (TS 964), *ante*, vol. 5, p. 140, AUSTRALIA.

<sup>6</sup> *British and Foreign State Papers*, vol. 69, p. 744.

<sup>7</sup> The convention was made applicable by the United States to Puerto Rico (Sept. 3, 1916), and to Hawaii (Oct. 5, 1921).

It was made applicable by the United Kingdom to Cape Colony, Fiji, Jamaica, Bahamas, Trinidad, Barbados, St. Vincent, St. Lucia, Falkland Islands, St. Helena, Sierra Leone, Gambia, Cyprus, Ceylon, Hong Kong, Straits Settlements, British Honduras, and Grenada (Feb. 9, 1901); Newfoundland (Mar. 5, 1901); Colony of Labuan and State of North Borneo (Apr. 30, 1901); New Zealand and Mauritius (June 10, 1901); British Guiana and Leeward Islands (June 17, 1901); Gold Coast Colony (July 6, 1901); Bermuda (July 19, 1901); Northern Nigeria (July 22, 1901); Southern Rhodesia, Lagos, and Southern Nigeria (July 27, 1901); Australia and British New Guinea (Apr. 3, 1902); India, including native states (June 30, 1902); Transvaal, Orange River Colony, Basutoland, and Bechuanaland (July 24, 1902); and Aden Colony and Protectorate, Ascension, Gibraltar, Kenya, Malta, Northern Rhodesia, Nyasaland Protectorate, Palestine, Swaziland, Tanganyika Territory, Uganda Protectorate, and Zanzibar (May 29, 1947). The convention was terminated with respect to Kenya in a note dated Aug. 23, 1965, from the Ministry of External Affairs of the Republic of Kenya.

For supplementary convention of Oct. 21, 1921, providing for accession of Canada, see TS 663, *post*, p. 390.

For an exchange of notes at London Nov. 17 and Dec. 12, 1924, regarding applicability of the convention to the Irish Free State, see p. 249. The convention, insofar as it was in force between the United States and Ireland, was replaced June 12, 1954 (except art. III) by convention of May 1, 1950, and supplementary protocol of Mar. 3, 1952 (5 UST 949; TIAS 2984).

ARTICLE VI<sup>8</sup>

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 High 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.

The United States or Her Britannic Majesty shall also have the right separately to terminate the present Convention at any time on giving twelve months' notice to that effect in regard to any British Colony, foreign possession, or dependency, as specified in Article IV, which may have acceded thereto.

## ARTICLE VII

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 Her Britannic Majesty, and the ratifications shall be exchanged in London or in Washington.

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

Done in duplicate at Washington, the second day of March, one thousand eight hundred and ninety-nine.

JOHN HAY	[SEAL]
JULIAN PAUNCEFOTE	[SEAL]

*Note by the Department of State*

The following correspondence was exchanged between the Department of State and the British Foreign Office regarding the application of the convention relating to the tenure and disposition of real and personal property to the Irish Free State:

LONDON, *November 17, 1924*

SIR: Under instructions of my Government I have the honor to enquire whether, as a result of the creation of the Irish Free State, the British Government consider that the provisions of the Property Convention of March 2,

<sup>8</sup> For an amendment to art. VI, see supplementary convention of May 27, 1936 (TS 964), *ante*, vol. 5, p. 140, AUSTRALIA.

1899, are still binding on Ireland without notice, as provided for by Article 4, paragraph 1.

I have the honor to be, with the highest consideration, Sir,

Your most obedient, humble servant,

FRANK B. KELLOGG

The Right Honorable

AUSTEN CHAMBERLAIN,

*etc., etc., etc.,*

*Foreign Office, S. W. 1.*

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FOREIGN OFFICE, S. W. 1.,

*12th December, 1924*

YOUR EXCELLENCY:

With reference to Your Excellency's note of November 17th, I have the honour to inform you that the establishment of the Irish Free State is not regarded as affecting the position in connection with the applicability to Ireland of the convention of the 2nd March, 1899, relative to the disposal of real and personal property.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

(For the Secretary of State)

G. R. WARNER

His Excellency

The Honourable

FRANK B. KELLOGG,

*etc., etc., etc.*

## BOUNDARIES: ALASKA AND CANADA

*Exchange of notes at Washington October 20, 1899*

*Entered into force October 20, 1899*

*Obsolete*<sup>1</sup>

I Malloy 777; Treaty Series 146½

*The Secretary of State to the British Chargé d'Affaires*

DEPARTMENT OF STATE,  
*Washington, October 20, 1899*

SIR: Your note of the 13th instant was duly received, in which you submit to me, under instructions from the Marquis of Salisbury, a modified form of agreement relative to a provisional boundary between the territory of Alaska and the Dominion of Canada in the region about the head of Lynn Canal.

I have given careful consideration to the modifications indicated in your note, and am prepared, on the part of the Government of the United States, to accept the same as a provisional agreement respecting the boundary in the localities stated. In examining the text of the proposed agreement inclosed with your note of the 13th instant, I have, however, noted some verbal changes which it seems desirable should be made and which in no wise affect the terms of the agreement. I therefore submit the following as the text of the agreement to be observed by the two Governments:

"It is hereby agreed between the Governments of the United States and Great Britain that the boundary line between Canada and the Territory of Alaska in the region about the head of Lynn Canal shall be provisionally fixed as follows, without prejudice to the claims of either party in the permanent adjustment of the international boundary:

"In the region of the Dalton Trail, a line beginning at the peak west of Porcupine Creek, marked on the map No. 10 of the United States commission December 31, 1895, and on sheet No. 18 of the British commission December 31, 1895, with the number 6500; thence running to the Klehini (or Klahela) River in the direction of the peak north of that river, marked 5020 on the aforesaid United States map, and 5025 on the aforesaid British map;

<sup>1</sup> See convention of Jan. 24, 1903 (TS 419), *post*, p. 263.

thence following the high or right bank of the said Klehini River to the junction thereof with the Chilkat River, a mile and a half, more or less, north of Klukwan; provided that persons proceeding to or from Porcupine Creek shall be freely permitted to follow the trail between the said creek and the said junction of the rivers into and across the territory on the Canadian side of the temporary line wherever the trail crosses to such side, and, subject to such reasonable regulations for the protection of the revenue as the Canadian Government may prescribe, to carry with them over such part or parts of the trail between the said points as may lie on the Canadian side of the temporary line such goods and articles as they desire without being required to pay any customs duties on such goods and articles; and from said junction to the summit of the peak east of the Chilkat River, marked on the aforesaid map No. 10 of the United States commission with the number 5410, and on the map No. 17 of the aforesaid British commission with the number 5490.

"On the Dyea and Skagway trails, the summits of the Chilkoot and White passes.

"It is understood, as formerly set forth in communications of the Department of State of the United States, that the citizens or subjects of either power, found by this arrangement within the temporary jurisdiction of the other, shall suffer no diminution of the rights and privileges which they now enjoy.

"The Government of the United States will at once appoint an officer or officers, in conjunction with an officer or officers to be named by the Government of Her Britannic Majesty, to mark the temporary line agreed upon by the erection of posts, stakes, or other appropriate temporary marks."

It shall be understood that the foregoing agreement is binding upon the two Governments from the date of your written acceptance of its terms.

I have, etc.,

JOHN HAY

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*The British Chargé d'Affaires to the Secretary of State*

BRITISH EMBASSY,  
Washington, October 20, 1899

SIR: I have the honor to acknowledge the receipt of your note No. 1589 of the 20th instant, submitting the following as the text of the agreement to be observed by the two Governments as a provisional boundary between the Territory of Alaska and the Dominion of Canada in the region about the head of Lynn Canal:

[For text of agreement, see U.S. note, above.]

It shall be understood that the foregoing agreement is binding upon the two Governments from the date of this my written acceptance of its terms.

I have, etc.,

REGINALD TOWER





## PROTECTION OF TRADEMARKS IN MOROCCO

*Exchanges of notes at Tangier October 9, 1895, and December 1, 4, and 6, 1899*

*Entered into force December 6, 1899*

*Became obsolete October 6, 1956, when the United States relinquished extraterritorial jurisdiction in Morocco*<sup>1</sup>

I Malloy 778; Treaty Series 472

*The British Minister at Tangier to the American Consul General*

TANGIER, October 9, 1895

Dr. J. J. BARCLAY,  
U.S. Consul-General,  
Tangier.

SIR:

The question of trade marks protection has, as you are aware, formed the subject of some correspondence between Her Majesty's Legation and yourself, and as the matter has again been referred to in a recent despatch, I have received from my Government, I should feel much obliged if you would kindly inform me whether you would be disposed to enter into a similar reciprocal arrangement as that concluded between the French and this Legation. I beg leave to transmit a copy of that arrangement; and trusting that you will see your way to coming to some mutual understanding, I have the honor to be, Sir,

Your obedient, humble servant,

A. NICOLSON

[ENCLOSURE]

*The French Minister at Tangier to the British Minister*

[TRANSLATION]

TANGIER, 4th June, 1894.

MR. MINISTER AND DEAR COLLEAGUE,

By a letter of April 3, last, you have had the kindness to inform the Chargé d'Affaires of France that the French Consular authority in Morocco, has the right to prosecute through the British Consular authority everybody counterfeiting the French trade-marks, in receiving them on the following terms.

<sup>1</sup> *Department of State Bulletin*, Nov. 26, 1956, p. 844.

1st. That the registration of the French mark should have been effected in England, accordingly to the "merchandise marks act 1887"; 2nd. that protection on the same terms would be assured in Morocco by the French authority, to the English manufacturers. As Mr. Souhart has informed you though he was (persuaded) satisfied that the French Government was ready to grant the reciprocity in question, he thought it was his duty to refer to the Minister of Foreign Affairs. According to the reply that reached me, I am officially authorized to promise you reciprocity of treatment, and to lend on the same terms, my aid to the reclamations that the English manufacturers may have to address to the French Consular authority to obtain protection for their trade marks against French subjects.

I am Sir,

d'AUBIGNY

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*The American Consul General at Tangier to the British Minister*

TANGIER, *December 1st 1899*

To His Excellency

SIR A. NICOLSON,

*H. B. M's, Minister, etc. etc.*

*Tangier.*

SIR:

I have the honor to inform Y. E. that I am in receipt of Instructions from my Government, authorizing me to enter into a reciprocal agreement with Y. E. for the mutual protection of Trade-Marks registered in Great Britain and the United States against infringement in Morocco by subjects of the respective nations on the lines of that existing between the British and French Legation at Tangier. I enclose for Y. E's. further information a copy of said Instructions.<sup>2</sup>

I have the honor to be, Sir

Your obedient servant,

S. R. GUMMERÉ

*United States Consul-General*

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*The British Minister at Tangier to the American Consul General*

BRITISH LEGATION, TANGIER,

*4th December 1899*

SIR:

I have the honour to acknowledge the receipt of your letter of the 1st instant informing me that you have been authorized by your Government to enter into a reciprocal agreement with me for the mutual protection of

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<sup>2</sup> Not printed here.

Trade-Marks registered in Great Britain and in the United States against infringement in Morocco by the subjects of the respective nations.

I beg to thank you for this communication and to assure you that it affords me much satisfaction to enter into this reciprocal agreement, and that henceforth protection will be afforded by the British Consular Courts in Morocco to Trade-Marks of citizens of the United States, which have been duly registered in Great Britain in conformity with the Patents, Designs and Trade-Marks Acts 1883 to 1888.

I have the honour to be,

Sir,

Your obedient servant,

A. NICOLSON

Hon. S. R. GUMMERE,

*United States, Consul General,  
Tangier.*

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*The American Consul General at Tangier to the British Minister*

CONSULATE-GENERAL OF THE UNITED STATES  
OF AMERICA

TANGIER, *December 6, 1899*

His Excellency,

Sir A. NICOLSON,

*H. B. M's. Minister etc. etc.  
Tangier.*

SIR:

I have the honor to acknowledge receipt of Your Excellency's letter of the 4th inst. and to thank you for the agreement, that henceforth protection will be afforded by the British Consular Courts in Morocco to Trade Marks of citizens of the United States, which have been duly registered in Great Britain in conformity with the Patents, Designs and Trade Marks Acts 1883 to 1888.

In reply, it gives me great pleasure to agree, on behalf of the Government of the United States, that henceforth Trade Marks of British citizens, having been duly registered in the United States of America, will be protected against infringement by such persons as come under the jurisdiction of the United States Consular Courts of Morocco.

I am, Sir, your obedient servant

S. R. GUMMERÉ

*United States Consul General*

## EXTRADITION

*Convention signed at Washington December 13, 1900, supplementing  
convention of July 12, 1899*

*Senate advice and consent to ratification March 8, 1901*

*Ratified by the United Kingdom March 25, 1901*

*Ratified by the President of the United States March 28, 1901*

*Ratifications exchanged at Washington April 22, 1901*

*Proclaimed by the President of the United States April 22, 1901*

*Entered into force May 2, 1901*

*Terminated June 24, 1935, by treaty of December 22, 1931,<sup>1</sup> except as  
to Canada, the Irish Free State, New Zealand, and South Africa<sup>2</sup>*

32 Stat. 1864; Treaty Series 391

The President of the United States of America and Her Majesty the Queen of Great Britain and Ireland, being desirous of enlarging the List of Crimes on account of which Extradition may be granted under the Convention concluded between the United States and Her Britannic Majesty on the 12th of July 1889,<sup>3</sup> with a view to the better administration of justice and the prevention of crime in their respective territories and jurisdictions, have resolved to conclude a Supplementary Convention for this purpose and have appointed as their Plenipotentiaries, to wit:

The President of the United States, the Honorable John Hay, Secretary of State of the United States, and

Her Majesty the Queen of the United Kingdom of Great Britain and Ireland, His Excellency the Right Honorable Lord Pauncefoot, Knight Grand Cross of the Most Honorable Order of the Bath, Knight Grand Cross of the Most Distinguished Order of St. Michael and St. George, and Her Majesty's Ambassador Extraordinary and Plenipotentiary to the United States;

Who, after having communicated to each other their respective full powers, which were found to be in due and proper form, have agreed to and concluded the following Articles:

<sup>1</sup> TS 849, *post*, p. 482.

<sup>2</sup> Terminated for South Africa Apr. 30, 1951, by treaty of Dec. 18, 1947 (TIAS 2243, *ante*, vol. 11, p. 512, SOUTH AFRICA).

<sup>3</sup> TS 139, *ante*, p. 211.

## ARTICLE I

The following crimes are added to the list of crimes numbered 1 to 10 in the first Article of the said Convention of July 12, 1889, on account of which extradition may be granted, that is to say:

11. Obtaining money, valuable securities or other property by false pretenses.
12. Wilful and unlawful destruction or obstruction of railroads which endangers human life.
13. Procuring abortion.

## ARTICLE II

The present Convention shall be considered as an integral part of the said Extradition Convention of July 12, 1889, and the first Article of the last mentioned Convention shall be read as if the list of crimes therein contained had originally comprised the additional crimes specified and numbered 11 to 13 in the first Article of the present Convention.

The present Convention shall be ratified and the ratifications shall be exchanged either at Washington or London as soon as possible.

It shall come into force ten days after its publication in conformity with the Laws of the High Contracting Parties and it shall continue and terminate in the same manner as the said Convention of July 12, 1889.

In testimony whereof the respective Plenipotentiaries have signed the present Convention in duplicate and have thereunto affixed their seals.

Done at Washington this 13th day of December, 1900.

JOHN HAY	[SEAL]
PAUNCEFOTE	[SEAL]

## SHIP CANAL (HAY-PAUNCEFOTE TREATY)

*Treaty signed at Washington November 18, 1901*

*Senate advice and consent to ratification December 16, 1901*

*Ratified by the President of the United States December 26, 1901*

*Ratified by the United Kingdom January 20, 1902*

*Ratifications exchanged at Washington February 21, 1902*

*Entered into force February 21, 1902*

*Proclaimed by the President of the United States February 22, 1902*

32 Stat. 1903; Treaty Series 401

The United States of America and His Majesty Edward the Seventh, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, King, and Emperor of India, being desirous to facilitate the construction of a ship canal to connect the Atlantic and Pacific Oceans, by whatever route may be considered expedient, and to that end to remove any objection which may arise out of the Convention of the 19th April, 1850,<sup>1</sup> commonly called the Clayton-Bulwer Treaty, to the construction of such canal under the auspices of the Government of the United States, without impairing the "general principle" of neutralization established in Article VIII of that Convention, have for that purpose appointed as their Plenipotentiaries:

The President of the United States, John Hay, Secretary of State of the United States of America;

And His Majesty Edward the Seventh, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, King, and Emperor of India, the Right Honorable Lord Pauncefote, G. C. B., G. C. M. G., His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States;

Who, having communicated to each other their full powers which were found to be in due and proper form, have agreed upon the following Articles:

### ARTICLE I

The High Contracting Parties agree that the present Treaty shall supersede the afore-mentioned Convention of the 19th April, 1850.

<sup>1</sup> TS 122, *ante*, p. 105.

## ARTICLE II

It is agreed that the canal may be constructed under the auspices of the Government of the United States, either directly at its own cost, or by gift or loan of money to individuals or Corporations, or through subscription to or purchase of stock or shares, and that, subject to the provisions of the present Treaty, the said Government shall have and enjoy all the rights incident to such construction, as well as the exclusive right of providing for the regulation and management of the canal.

## ARTICLE III

The United States adopts, as the basis of the neutralization of such ship canal, the following Rules, substantially as embodied in the Convention of Constantinople, signed the 28th [29th] October, 1888,<sup>2</sup> for the free navigation of the Suez Canal, that is to say:

1. The canal shall be free and open to the vessels of commerce and of war of all nations observing these Rules, on terms of entire equality, so that there shall be no discrimination against any such nation, or its citizens or subjects, in respect of the conditions or charges of traffic, or otherwise. Such conditions and charges of traffic shall be just and equitable.

2. The canal shall never be blockaded, nor shall any right of war be exercised nor any act of hostility be committed within it. The United States, however, shall be at liberty to maintain such military police along the canal as may be necessary to protect it against lawlessness and disorder.

3. Vessels of war of a belligerent shall not revictual nor take any stores in the canal except so far as may be strictly necessary; and the transit of such vessels through the canal shall be effected with the least possible delay in accordance with the Regulations in force, and with only such intermission as may result from the necessities of the service.

Prizes shall be in all respects subject to the same Rules as vessels of war of the belligerents.

4. No belligerent shall embark or disembark troops, munitions of war, or warlike materials in the canal, except in case of accidental hindrance of the transit, and in such case the transit shall be resumed with all possible dispatch.

5. The provisions of this Article shall apply to waters adjacent to the canal, within 3 marine miles of either end. Vessels of war of a belligerent shall not remain in such waters longer than twenty-four hours at any one time, except in case of distress, and in such case shall depart as soon as possible; but a vessel of war of one belligerent shall not depart within twenty-four hours from the departure of a vessel of war of the other belligerent.

6. The plant, establishments, buildings, and all works necessary to the construction, maintenance, and operation of the canal shall be deemed to be

<sup>2</sup> For text, see *British and Foreign State Papers*, vol. 79, p. 18.

part thereof, for the purposes of this Treaty, and in time of war, as in time of peace, shall enjoy complete immunity from attack or injury by belligerents, and from acts calculated to impair their usefulness as part of the canal.

#### ARTICLE IV

It is agreed that no change of territorial sovereignty or of the international relations of the country or countries traversed by the before-mentioned canal shall affect the general principle of neutralization or the obligation of the High Contracting Parties under the present Treaty.

#### ARTICLE V

The present Treaty shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by His Britannic Majesty; and the ratifications shall be exchanged at Washington or at London at the earliest possible time within six months from the date hereof.

IN FAITH WHEREOF the respective Plenipotentiaries have signed this Treaty and thereunto affixed their seals.

DONE in duplicate at Washington, the 18th day of November, in the year of Our Lord one thousand nine hundred and one.

JOHN HAY	[SEAL]
PAUNCEFOTE	[SEAL]

## TENURE AND DISPOSITION OF REAL AND PERSONAL PROPERTY

*Convention signed at Washington January 13, 1902, supplementing convention of March 2, 1899*

*Senate advice and consent to ratification February 17, 1902*

*Ratified by the President of the United States March 7, 1902*

*Ratified by the United Kingdom March 11, 1902*

*Ratifications exchanged at Washington April 2, 1902*

*Entered into force April 2, 1902*

*Proclaimed by the President of the United States April 2, 1902*

32 Stat. 1914; Treaty Series 402

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, finding it expedient to prolong for a period of twelve months the time fixed by Article IV of the Convention relative to the disposal of real and personal property, signed at Washington on the 2nd day of March, 1899,<sup>1</sup> for the notification of their accession to that Convention by His Britannic Majesty's Colonies or Foreign Possessions, have agreed to conclude an additional Convention for that purpose, and have named as their plenipotentiaries:

The President of the United States of America, the Honorable John Hay, Secretary of State of the United States of America; and His Majesty the King of Great Britain and Ireland, and of the British Dominions beyond the Seas, Emperor of India, The Right Honorable Lord Pauncefoot, of Preston, G. C. B., G. C. M. G., His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States; who, having communicated to each other their Full Powers, which were found to be in due and proper form, have agreed upon the following sole Article:

### SOLE ARTICLE

It is agreed that the time fixed in Article IV of the said Convention, within which the accessions thereto of His Britannic Majesty's Colonies or Foreign

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<sup>1</sup> TS 146, *ante*, p. 246.

Possessions shall be notified, shall be prolonged for a period of twelve months from July 28th 1901.

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

Done in duplicate at Washington, the 13th day of January, in the year of Our Lord one thousand nine hundred and two.

JOHN HAY	[SEAL]
PAUNCEFOTE	[SEAL]

## BOUNDARIES: ALASKA AND CANADA

*Convention signed at Washington January 24, 1903*

*Senate advice and consent to ratification February 11, 1903*

*Ratified by the United Kingdom February 16, 1903*

*Ratified by the President of the United States February 24, 1903*

*Ratifications exchanged at Washington March 3, 1903*

*Entered into force March 3, 1903*

*Proclaimed by the President of the United States March 3, 1903*

*Obsolete except for first paragraph of article VI <sup>1</sup>*

32 Stat. 1961; Treaty Series 419

The United States of America and His Majesty Edward the Seventh, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, King, and Emperor of India, equally desirous for the friendly and final adjustment of the differences which exist between them in respect to the true meaning and application of certain clauses of the convention between Great Britain and Russia, signed under date of February 28/16, A. D. 1825,<sup>2</sup> which clauses relate to the delimitation of a boundary line between the territory of Alaska, now a possession of the United States, and the British possessions in North America, have resolved to provide for the submission of the questions as hereinafter stated to a tribunal, and to that end have appointed their respective plenipotentiaries as follows:

The President of the United States of America, John Hay, Secretary of State of the United States; and

His Britannic Majesty, The Right Honorable Sir Michael H. Herbert, K.C.M.G., C.B., His Britannic Majesty's Ambassador Extraordinary and Plenipotentiary;

Who, after an exchange of their full powers which were found to be in good and due form, have agreed upon the following articles:

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<sup>1</sup> For exchange of notes at Washington Mar. 25, 1905, accepting commissioners' report, see TS 476, *post*, p. 269.

<sup>2</sup> For text, see *British and Foreign State Papers*, vol. 12, p. 38.

## ARTICLE I

A tribunal shall be immediately appointed to consider and decide the questions set forth in Article IV of this convention. The tribunal shall consist of six impartial jurists of repute who shall consider judicially the questions submitted to them, each of whom shall first subscribe an oath that he will impartially consider the arguments and evidence presented to the tribunal and will decide thereupon according to his true judgment. Three members of the tribunal shall be appointed by the President of the United States, and three by His Britannic Majesty. All questions considered by the tribunal, including the final award, shall be decided by a majority of all the members thereof.

In case of the refusal to act, or of the death, incapacity or abstention from service of any of the persons so appointed, another impartial jurist of repute shall be forthwith appointed in his place by the same authority which appointed his predecessor.

The tribunal may appoint a secretary and a bailiff to perform such duties as they may prescribe, and may employ scientific experts if found to be necessary, and may fix a reasonable compensation for such officers. The tribunal shall keep an accurate record of all its proceedings.

Each of the High Contracting Parties shall make compensation for the services of the members of the tribunal of its own appointment and of any agent, counsel, or other person employed in its behalf, and shall pay all costs incurred in the preparation of its case. All expenses reasonably incurred by the tribunal in the performance of its duties shall be paid by the respective governments in equal moieties.

The tribunal may, subject to the provisions of this convention, establish all proper rules for the regulation of its proceedings.

## ARTICLE II

Each of the High Contracting Parties shall also name one person to attend the tribunal as its agent.

The written or printed case of each of the two parties, accompanied by the documents, the official correspondence and all other evidence in writing or print on which each party relies, shall be delivered in duplicate to each member of the tribunal and to the agent of the other party as soon as may be after the organization of the tribunal, but within a period not exceeding two months from the date of the exchange of ratifications of this convention.

Within two months after the delivery on both sides of the written or printed case, either party may, in like manner, deliver in duplicate to each member of the tribunal, and to the agent of the other party, a counter-case and additional documents, correspondence and evidence in reply to the case, documents, correspondence and evidence so presented by the other party. The tribunal may, however, extend this last mentioned period when in their judg-

ment it becomes necessary by reason of special difficulties which may arise in the procuring of such additional papers and evidence.

If in the case submitted to the tribunal either party shall have specified or referred to any report or document in its own exclusive possession without annexing a copy, such party shall be bound, if the other party shall demand it, within thirty days after the delivery of the case, to furnish to the party applying for it a duly certified copy thereof; and either party may call upon the other, through the tribunal, to produce the original or certified copies of any papers adduced as evidence, giving in each instance such reasonable notice as the tribunal may require; and the original or copy so requested shall be delivered as soon as may be and within a period not exceeding forty days after receipt of notice.

Each party may present to the tribunal all pertinent evidence, documentary, historical, geographical, or topographical, including maps and charts, in its possession or control and applicable to the rightful decision of the questions submitted; and if it appears to the tribunal that there is evidence pertinent to the case in the possession of either party, and which has not been produced, the tribunal may in its discretion order the production of the same by the party having control thereof.

It shall be the duty of each party through its agent or counsel, within two months from the expiration of the time limited for the delivery of the counter-case on both sides, to deliver in duplicate to each member of the said tribunal and to the agent of the other party a written or printed argument showing the points and referring to the evidence upon which his Government relies, and either party may also support the same before the tribunal by oral argument of counsel. The tribunal may, if they shall deem further elucidation with regard to any point necessary, require from either party a written, printed, or oral statement or argument upon the point; but in such case the other party shall have the right to reply thereto.

### ARTICLE III

It is agreed by the High Contracting Parties that the tribunal shall consider in the settlement of the questions submitted to its decision the Treaties respectively concluded between His Britannic Majesty and the Emperor of All the Russias under date of 28/16 February, A. D. 1825, and between the United States of America and the Emperor of All the Russias concluded under date of March 30/18, A. D. 1867;<sup>3</sup> and particularly the Articles III, IV, V, of the first mentioned treaty, which in the original text are word for word as follows:

“La ligne de démarcation entre les Possessions des Hautes Parties Contractantes sur la Côte du Continent et les Iles de l’Amérique Nord-Ouest, sera tracée ainsi qu’il suit:

<sup>3</sup> TS 301, *ante*, vol. 11, p. 1216, UNION OF SOVIET SOCIALIST REPUBLICS.

“A partir du Point le plus méridional de l’Ile dite *Prince of Wales*, lequel Point se trouve sous la parallèle du 54<sup>me</sup> degré 40 minutes de latitude Nord, et entre le 131<sup>me</sup> et 133<sup>me</sup> degré de longitude Ouest (Méridien de Greenwich), la dite ligne remontera au Nord le long de la passe dite *Portland Channel*, jusqu’au Point de la terre ferme où elle atteint le 56<sup>me</sup> degré latitude Nord; de ce dernier point la ligne de démarcation suivra la crête des montagnes situées parallèlement à la Côte, jusqu’au point d’intersection du 141<sup>me</sup> degré de longitude Ouest (même Méridien); et finalement, du dit point d’intersection, la même ligne méridienne du 141<sup>me</sup> degré formera, dans son prolongement jusqu’à la Mer Glaciale, la limite entre les Possessions Russes et Britanniques sur le Continent de l’Amérique Nord-Ouest.”

## IV

“Il est entendu, par rapport à la ligne de démarcation déterminée dans l’Article précédent:

“1. Que l’Isle dite *Prince of Wales* appartiendra toute entière à la Russie.

“2. Que partout où la crête des montagnes qui s’étendent dans une direction parallèle à la Côte depuis le 56<sup>me</sup> degré de latitude Nord au point d’intersection du 141<sup>me</sup> degré de longitude Ouest, se trouveroit à la distance de plus de dix lieues marines de l’Océan, la limite entre les Possessions Britanniques et la lisière de Côte mentionnée ci-dessus comme devant appartenir à la Russie, sera formée par une ligne parallèle aux sinuosités de la Côte, et qui ne pourra jamais en être éloignée que de dix lieues marines.”

## V

“Il est convenu en outre, que nul Etablissement ne sera formé par l’une des deux Parties dans les limites que les deux Articles précédens assignent aux Possessions de l’Autre. En conséquence, les Sujets Britanniques ne formeront aucun Etablissement soit sur la Côte, soit sur la lisière de terre ferme comprise dans les limites des Possessions Russes, telle qu’elle sont désignées dans les deux Articles précédens; et, de même, nul Etablissement ne sera formé par des Sujets Russes au delà des dites limites.”

The tribunal shall also take into consideration any action of the several governments or of their respective representatives preliminary or subsequent to the conclusion of said treaties so far as the same tends to show the original and effective understanding of the parties in respect to the limits of their several territorial jurisdictions under and by virtue of the provisions of said treaties.

## ARTICLE IV

Referring to Articles III, IV, and V of the said treaty of 1825 the said tribunal shall answer and decide the following questions:

1. What is intended as the point of commencement of the line?
2. What channel is the Portland Channel?
3. What course should the line take from the point of commencement to the entrance to Portland Channel?
4. To what point on the 56th parallel is the line to be drawn from the head of the Portland Channel, and what course should it follow between these points?
5. In extending the line of demarcation northward from said point on the parallel of the 56th degree of North latitude, following the crest of the mountains situated parallel to the coast until its intersection with the 141st degree of longitude west of Greenwich, subject to the condition that if such line should anywhere exceed the distance of ten marine leagues from the ocean then the boundary between the British and the Russian territory should be formed by a line parallel to the sinuosities of the coast and distant therefrom not more than ten marine leagues, was it the intention and meaning of said convention of 1825 that there should remain in the exclusive possession of Russia a continuous fringe or strip of coast on the mainland, not exceeding ten marine leagues in width, separating the British Possessions from the bays, ports, inlets, havens, and waters of the ocean, and extending from the said point on the 56th degree of latitude north to a point where such line of demarcation should intersect the 141st degree of longitude west of the Meridian of Greenwich?
6. If the foregoing question should be answered in the negative, and in the event of the summit of such mountains providing to be in places more than ten marine leagues from the coast, should the width of the lisière which was to belong to Russia be measured (1) from the mainland coast of the ocean, strictly so-called, along a line perpendicular thereto, or (2) was it the intention and meaning of the said convention that where the mainland coast is indented by deep inlets, forming part of the territorial waters of Russia, the width of the lisière was to be measured (a) from the line of the general direction of the mainland coast, or (b) from the line separating the waters of the ocean from the territorial waters of Russia, or (c) from the heads of the aforesaid inlets?
7. What, if any exist, are the mountains referred to as situated parallel to the coast, which mountains, when within ten marine leagues from the coast, are declared to form the eastern boundary?

#### ARTICLE V

The tribunal shall assemble for their first meeting at London as soon as practicable after receiving their commissions; and shall themselves fix the times and places of all subsequent meetings.

The decision of the tribunal shall be made so soon as possible after the conclusion of the arguments in the case, and within three months thereafter, un-

less the President of the United States and His Britannic Majesty shall by common accord extend the time therefor. The decision shall be made in writing, and dated, and shall be signed by the members of the tribunal assenting to the same. It shall be signed in duplicate, one copy whereof shall be given to the agent of the United States of America for his government, and the other to the agent of His Britannic Majesty for his government.

#### ARTICLE VI

When the High Contracting Parties shall have received the decision of the tribunal upon the questions submitted as provided in the foregoing articles, which decision shall be final and binding upon all parties, they will at once appoint, each on its own behalf, one or more scientific experts who shall with all convenient speed proceed together to lay down the boundary line, in conformity with such decision.

Should there be, unfortunately, a failure by a majority of the tribunal to agree upon any of the points submitted for their decision, it shall be their duty to so report in writing to the respective governments through their respective agents. Should there be an agreement by a majority upon a part of the questions submitted, it shall be their duty to sign and report their decision upon the points of such agreement in the manner hereinbefore prescribed.

#### ARTICLE VII

The present Convention shall be ratified by the President of the United States, by and with the advice and consent of the Senate, and by His Britannic Majesty, and the ratifications shall be exchanged in Washington or in London so soon as the same may be effected.

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

Done at Washington, in duplicate, this 24th day of January, A.D. 1903.

JOHN HAY	[SEAL]
MICHAEL H. HERBERT	[SEAL]

## BOUNDARIES: ALASKA AND CANADA

*Exchange of notes at Washington March 25, 1905*  
*Entered into force March 25, 1905*

I Malloy 796; Treaty Series 476

*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
*Washington, March 25, 1905*

No. 187

EXCELLENCY, Referring to your note of October 1st, and Mr. Hay's reply of December 2d, 1904, in regard to the report by Messrs. O. H. Tittmann and W. F. King, the Commissioners appointed to carry out the delimitation of the Alaska boundary so far as it was left undefined by the Award of the London Tribunal, and concerning the character of our agreement between the United States and Great Britain for the formal acceptance of the recommendations of the Commissioners by an exchange of notes, I have the honor to state, by direction of the President, that the Government of the United States agrees with the Government of His Britannic Majesty that the part of the boundary between Alaska and Canada lying between the points P and T mentioned in the award of the Tribunal of 1903,<sup>1</sup> shall be defined, in accordance with the general principles laid down by said Tribunal, by the summits whose geographical coordinates are given with sufficient approximation for identification in the attached Table, provided that the Commissioners are hereby empowered, after they have secured sufficient data, to select additional and intermediate peaks between the points 7 and 8 and 8 and T where the distances between the peaks given in the Table exceed the probable limit of intervisibility. Provided also that no such additional and intermediate peak shall be more than 2,500 meters from the straight line joining peaks 7 and 8 or 8 and T of the attached Table, as follows:

### TABLE SHOWING THE POSITIONS AND DISTANCES OF PEAKS

The latitudes and longitudes are taken from, and refer to, the Maps numbers 10 and 12 of the surveys made by the British Commission under the

<sup>1</sup> For a convention signed at Washington Jan. 24, 1903, see TS 419, *ante*, p. 263.

Convention of 1892.<sup>2</sup> The successive peaks are designated by consecutive numbers, counting southward from Point P.

Points	Latitude			Longitude			From	to	Approximate Distances
	°	'	"	°	'	"			
Sheet 12									<i>Meters</i>
1.....	58	36	29	133	41	55	P	1	15,840
2.....	58	31	01	133	33	14	1	2	12,800
3.....	58	24	40	133	26	09	2	3	13,680
4.....	58	22	35	133	27	09	3	4	4,000
5.....	58	16	10	133	21	08	4	5	13,200
6.....	58	13	24	133	16	48	5	6	6,960
7.....	58	09	07	133	11	10	6	7	9,700
Sheet 10.....							7	8	81,440
8.....	57	29	47	132	32	52	8	T	36,800

Your acknowledgment of this communication, with a similar statement on behalf of the Government of His Majesty will complete the agreed Exchange of Notes and will confirm and give validity to the agreement reached by the Commissioners, thus completing the award of the London Tribunal under the Convention of January 24, 1903 as to the above-described part of the Alaska boundary.

Expressing the President's satisfaction at this settlement of the matter, I have the honor to be,

Your Excellency's obedient servant

ALVEY A. ADEE

*Acting Secretary of State*

His Excellency

The Right Honble.

Sir H. M. DURAND, G.C.M.G., K.C.S.I., K.C.I.E.

*etc., etc., etc.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

No. 50

*Washington, March 25th, 1905.*

SIR: I have the honour to acknowledge the receipt of your note No. 187 of this date, in regard to the report of Messrs. W. F. King and O. H. Tittmann, the Commissioners appointed to carry out the delimitation of the Alaska Boundary so far as it was left undefined by the Award of the London Tribunal, and concerning the character of an agreement between Great Britain and the United States for the formal acceptance of the recommendations of the Commissioners by an exchange of notes.

<sup>2</sup> For a convention signed at Washington Feb. 29, 1892, see TS 140-1, *ante*, p. 220.

By direction and on behalf of the Government of His Britannic Majesty, I have the honour to state that the Government of His Majesty agrees with the Government of the United States that the part of the boundary between Canada and Alaska lying between the points P and T mentioned in the award of the Tribunal of 1903, shall be defined, in accordance with the general principles laid down by said Tribunal, by the summits whose geographical coordinates are given with sufficient approximation for identification in the attached Table, provided that the Commissioners are hereby empowered, after they have secured sufficient data, to select additional and intermediate peaks between the points 7 and 8 and 8 and T where the distances between the peaks given in the Table exceed the probable limit of intervisibility. Provided also that no such additional and intermediate peak shall be more than 2,500 meters from the straight line joining peaks 7 and 8 or 8 and T of the attached Table, as follows:

[For text of table, see U.S. note, above.]

I am instructed to express the gratification of my Government that, by this Exchange of Notes, confirmation and validity are given to the agreement reached by the Commissioners, thus completing the award of the London Tribunal, under the Convention of January 24, 1903, as to the above-described part of the Alaska Boundary.

I have the honour to be,

With the highest consideration,

Sir,

Your most obedient,

humble Servant,

H. M. DURAND

The Honorable JOHN HAY,

*Secretary of State, etc., etc., etc.*

## EXTRADITION

*Convention signed at London April 12, 1905, supplementing convention of July 12, 1889, as supplemented*

*Senate advice and consent to ratification December 13, 1905*

*Ratified by the United Kingdom November 14, 1906*

*Ratified by the President of the United States December 21, 1906*

*Ratifications exchanged at Washington December 21, 1906*

*Proclaimed by the President of the United States February 12, 1907*

*Entered into force February 22, 1907*

*Terminated June 24, 1935, by treaty of December 22, 1931,<sup>1</sup> except as to Canada, the Irish Free State, New Zealand, and South Africa<sup>2</sup>*

34 Stat. 2903; Treaty Series 458

The President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being desirous of enlarging the list of crimes on account of which extradition may be granted under the Conventions concluded between the United States and Great Britain on the 12th July, 1889,<sup>3</sup> and the 13th December, 1900,<sup>4</sup> with a view to the better administration of justice and the prevention of crime in their respective territories and jurisdictions, have resolved to conclude a Supplementary Convention for this purpose and have appointed as their Plenipotentiaries, to wit:

The President of the United States, the Honourable Joseph Hodges Choate, Ambassador Extraordinary and Plenipotentiary of the United States at the Court of His Britannic Majesty:

And his Britannic Majesty, the Most Honourable Henry Charles Keith Petty-Fitzmaurice, Marquess of Lansdowne, His Majesty's Principal Secretary of State for Foreign Affairs;

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<sup>1</sup> TS 849, *post*, p. 482.

<sup>2</sup> Terminated for South Africa Apr. 30, 1951, by treaty of Dec. 18, 1947 (TIAS 2243, *ante*, vol. 11, p. 512, SOUTH AFRICA).

<sup>3</sup> TS 139, *ante*, p. 211.

<sup>4</sup> TS 391, *ante*, p. 256.

Who, after having communicated to each other their respective full powers, which were found to be in due and proper form, have agreed to and concluded the following Articles:

#### ARTICLE I

The following crimes are added to the list of crimes numbered 1 to 10 in the Ist Article of the said Convention of the 12th July, 1889, and to the list of crimes numbered 11 to 13 in Article I of the Supplementary Convention concluded between the United States and Great Britain on the 13th December, 1900, that is to say:

14. Bribery, defined to be the offering, giving or receiving of bribes made criminal by the laws of both countries.

15. Offences, if made criminal by the laws of both countries, against bankruptcy law.

#### ARTICLE II

The present Convention shall be considered as an integral part of the said Extradition Conventions of the 12th July, 1889, and the 13th December, 1900, and the Ist Article of the said Convention of the 12th July, 1889, shall be read as if the lists of crimes therein contained had originally comprised the additional crimes specified and numbered 14 and 15 in the Ist Article of the present Convention.

The present Convention shall be ratified, and the ratifications shall be exchanged either at Washington or London as soon as possible.

It shall come into force ten days after its publication in conformity with the laws of the High Contracting Parties, and it shall continue and terminate in the same manner as the said Convention of the 12th July, 1889.

In testimony whereof the respective Plenipotentiaries have signed the present Convention in duplicate, and have thereunto affixed their seals.

Done at London, this 12th day of April, 1905.

JOSEPH H. CHOATE	[SEAL]
LANSDOWNE	[SEAL]

## PROTECTION OF TRADEMARKS IN CHINA

*Exchange of notes at Peking June 28, 1905*

*Entered into force June 28, 1905*

*Made obsolete by U.S. relinquishment of extraterritorial rights in China,  
in accordance with terms of treaty of January 11, 1943 <sup>1</sup>*

I Malloy 800; Treaty Series 477

*The American Minister at Peking to the British Minister*

AMERICAN LEGATION,  
*Peking, China, June 28, 1905*

MR. MINISTER AND DEAR COLLEAGUE: The Acting Secretary of State of the United States has informed me in an instruction dated April 17, 1905, that you have been authorized by your Government to enter into a reciprocal agreement with me for the mutual protection of trade marks registered in the United States and Great Britain against infringement in China by the citizens or subjects of our respective nations, and he has given me authority to effect with you by an exchange of notes an agreement for the reciprocal protection of American and British trade marks in China.

In pursuance of the general agreement reached between our respective governments on the subject, it affords me much satisfaction to agree on behalf of the government of the United States, that henceforth trade marks of British subjects, having been duly registered in the United States of America, will be protected against infringement by such persons as come under the jurisdiction of the United States Consular Courts in China, in which effectual provision exists for the punishment of such infringements by American citizens.

I have the honor to be, my dear colleague, your obedient servant,

W. W. ROCKHILL

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<sup>1</sup> TS 984, *ante*, vol. 6, p. 739, CHINA.

*The British Minister at Peking to the American Minister*

PEKING, June 28, 1905

MR. MINISTER AND DEAR COLLEAGUE: I have the honour 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 of American and British trademarks.

I beg to thank you for this communication and to assure that it affords me much satisfaction to enter into this reciprocal agreement, and henceforth protection will be afforded in China by His Britannic Majesty's Supreme Court for China and Corea and the Provincial Courts to trademarks of citizens of the United States which have been duly registered in Great Britain in conformity with "The Patents, Designs, and Trademarks Acts, 1883 to 1888."

At the same time it appears necessary to mention that the consent in writing of His Majesty's Minister or Chargé d'Affaires must be obtained on each occasion, which consent will be given as a matter of course in consequence of the assurance contained in your Note under reply that effectual provision exists for the punishment in the United States Consular Courts in China of infringement, by such persons as come under the jurisdiction of those Courts, of the trademarks of British subjects which shall have been duly registered in the United States of America.

I have the honour to be, sir, your obedient servant,

ERNEST SATOW

His Excellency,  
the Honourable W. W. ROCKHILL,  
*etc., etc., etc.*

## BOUNDARIES: ALASKA AND CANADA

*Convention signed at Washington April 21, 1906*

*Senate advice and consent to ratification April 25, 1906*

*Ratified by the United Kingdom June 9, 1906*

*Ratified by the President of the United States July 10, 1906*

*Ratifications exchanged at Washington August 16, 1906*

*Entered into force August 16, 1906*

*Proclaimed by the President of the United States August 21, 1906*

*Obsolete except for article II*

34 Stat. 2948; Treaty Series 452

Whereas by a treaty between the United States of America and His Majesty the Emperor of all the Russias, for the cession of the Russian possessions in North America to the United States, concluded March 30, 1867,<sup>1</sup> the most northerly part of the boundary line between the said Russian possessions and those of His Britannic Majesty, as established by the prior convention between Russia and Great Britain, of February 28/16, 1825,<sup>2</sup> is defined as following the 141st degree of longitude west from Greenwich, beginning at the point of intersection of the said 141st degree of west longitude with a certain line drawn parallel with the coast, and thence continuing from the said point of intersection, upon the said meridian of the 141st degree in its prolongation as far as the Frozen Ocean;

And whereas, the location of said meridian of the 141st degree of west longitude between the terminal points thereof defined in said treaty, is dependent upon the scientific ascertainment of convenient points along the said meridian and the survey of the country intermediate between such points, involving no question of interpretation of the aforesaid treaties but merely the determination of such points and their connecting lines by the ordinary processes of observation and survey conducted by competent astronomers, engineers and surveyors;

And whereas such determination has not hitherto been made by a joint survey as is requisite in order to give complete effect to said treaties;

<sup>1</sup> TS 301, *ante*, vol. 11, p. 1216, UNION OF SOVIET SOCIALIST REPUBLICS.

<sup>2</sup> For text, see *British and Foreign State Papers*, vol. 12, p. 38.

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, Emperor of India, being equally desirous to provide for the surveying and marking out upon the ground of the said astronomical line established by existing treaties, and thus to remove any possible cause of difference between their respective governments in regard to the location of the said 141st meridian of West Longitude, have resolved to conclude a convention to that end, and for that purpose have appointed their respective plenipotentiaries:

The President of the United States of America, The Honorable Elihu Root, Secretary of State of the United States, and

His Britannic Majesty, The Right Honorable Sir H. Mortimer Durand, G.C.M.G., K.C.S.I., K.C.I.E, His Majesty's Ambassador Extraordinary and Plenipotentiary to the United States;

Who, after having communicated to each other their respective full powers, which were found in due and proper form, have agreed to and concluded the following articles:

#### ARTICLE I

Each Government shall appoint one Commissioner with whom may be associated such surveyors, astronomers and other assistants as each Government may elect.

The Commissioners shall at as early a period as practicable ascertain by the telegraphic method a convenient point on the 141st meridian of West Longitude and shall then proceed under their joint direction and by their joint operations in the field, to trace and mark so much of a north and south line passing through said point as is necessary to be defined for determining the exact boundary line as established by the said Convention of 28/16 February, 1825, between the possessions in America of His Britannic Majesty, and the adjacent possessions in America formerly belonging to His Majesty The Emperor of all the Russias and ceded to the United States by the said Treaty of 30th March, 1867.

#### ARTICLE II

The location of the 141st meridian as determined hereunder shall be marked by intervisible objects, natural or artificial, at such distances apart as the Commissioners shall agree upon and by such additional marks as they shall deem necessary, and the line when and where thus marked, in whole or in part, and agreed upon by the Commissioners, shall be deemed to define permanently for all international purposes the 141st meridian mentioned in the treaty of February 28/16, 1825, between Great Britain and Russia.

The location of the marks shall be described by such views, maps and other

means as the Commissioners shall decide upon, and duplicate records of these descriptions shall be attested by the Commissioners jointly and be by them deposited with their respective Governments, together with their final report hereinafter mentioned.

### ARTICLE III

Each Government shall bear the expenses incident to the employment of its own appointees and of the operations conducted by them, but the cost of material used in permanently marking the meridian, and of its transportation and erection in place, shall be borne equally and jointly by the two Governments.

### ARTICLE IV

The Commissioners shall diligently prosecute the work to its completion and they shall submit to their respective Governments from time to time, and at least once in every calendar year, a joint report of progress, and a final comprehensive report upon the completion of the whole work.

### ARTICLE V

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 His Britannic Majesty, and the ratifications shall be exchanged at Washington or at London as soon as possible.

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

Done in duplicate at Washington this twenty-first day of April, in the year of our Lord one thousand nine hundred and six.

ELIHU ROOT	[SEAL]
H. M. DURAND	[SEAL]

## NEWFOUNDLAND FISHERIES

*Exchange of notes at London October 6 and 8, 1906, with memorandums dated September 12 and 25, 1906*

*Entered into force October 8, 1906*

*Modified and extended by agreement of September 4 and 6, 1907*<sup>1</sup>

I Malloy 805; Treaty Series 485

### EXCHANGE OF NOTES

*The American Ambassador to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY,  
*London, October 6th, 1906*

SIR, I am authorized by my Government to ratify a *modus vivendi* in regard to the Newfoundland Fishery Question on the basis of the Foreign Office Memorandum, dated the 25th of September 1906, in which you accept the arrangement set out in my Memorandum of the 12th of September and consent accordingly to the use of purse seines by American fishermen during the ensuing season, subject of course to due regard being paid in the use of such implements to other modes of fishery, which, as you state, is only intended to secure that there shall be the same spirit of give and take and of respect for common rights between the users of purse seines and the users of stationary nets as would be expected to exist if both sets of fishermen employed the same gear.

My Government understand by this that the use of purse seines by American fishermen is not to be interfered with, and that the shipment of Newfoundlanders by American fishermen outside the 3 mile limit is not to be made the basis of interference or to be penalized; at the same time they are glad to assure His Majesty's Government, should such shipments be found necessary, that they will be made far enough from the exact 3 mile limit to avoid any reasonable doubt.

On the other hand it is also understood that our fishermen are to be advised by my Government, and to agree, not to fish on Sunday.

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<sup>1</sup> TS 488, *post*, p. 290.

It is further understood that His Majesty's Government will not bring into force the Newfoundland Foreign Fishing Vessels Act of 1906 which imposes on American fishing vessels certain restrictions in addition to those imposed by the Act of 1905, and also that the provisions of the first part of Section I of the Act of 1905, as to boarding and bringing into port, and also the whole of Section 3 of the same Act, will not be regarded as applying to American fishing vessels.

It also being understood that our fishermen will gladly pay light dues if they are not deprived of their rights to fish, and that our fishermen are not unwilling to comply with the provisions of the Colonial Customs Law as to reporting at a custom house when physically possible to do so.

I need not add that my Government are most anxious that the provisions of the *modus vivendi* should be made effective at the earliest possible moment. I am glad to be assured by you that this note will be considered as sufficient ratification of the *modus vivendi*, on the part of my Government.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble Servant,

WHITELAW REID

The Right Honble. SIR EDWARD GREY, Bt.,

*Etc., Etc., Etc.*

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*The Secretary of State for Foreign Affairs to the American Ambassador*

No. 34002

FOREIGN OFFICE, *October 8, 1906*

YOUR EXCELLENCY, I have received with satisfaction the note of the 6th instant in which Your Excellency states that you have been authorized by your Government to ratify a *modus vivendi* in regard to the Newfoundland Fishery Question on the basis of the Memorandum which I had the honour to communicate to you on the 25th ultimo, and I am glad to assure Your Excellency that the note in question will be considered by His Majesty's Government as a sufficient ratification of that arrangement on the part of the United States Government.

His Majesty's Government fully share the desire of your Government that the provisions of the *modus vivendi* should be made effective at the earliest moment possible and the necessary instructions for its observance were accordingly sent to the Government of Newfoundland immediately on receipt of Your Excellency's communication.

I have the honour to be, with the highest Consideration,  
Your Excellency's most obedient, humble Servant,

(In the absence of the Secretary of State)

E. GORST

His Excellency  
the Honourable WHITELAW REID,  
*Etc. Etc. Etc.*

#### UNITED STATES MEMORANDUM

My Government hears with the greatest concern and regret that in the opinion of His Majesty's Government there is so wide a divergence of views with regard to the Newfoundland Fisheries that an immediate settlement is hopeless.

But it is much gratified with His Majesty's Government's desire to reach a *modus vivendi* for this season, and appreciates the readiness to waive the Foreign Fishing Vessels Act of 1906. This and other restrictive legislation had compelled our fishermen to use purse seines or abandon their treaty rights.

My Government sees in the offer not to apply Section 3, Act of 1905 and that part of Section I relating to boarding fishing vessels and bringing them into port fresh proof of a cordial disposition not to press unduly this kind of regulation.

Our fishermen will also gladly pay light dues, if not hindered in their right to fish. They are not unwilling either, to comply with the regulation to report at Custom Houses, when possible. It is sometimes physically impossible, however, to break through the ice for that purpose.

Most unfortunately the remaining proposals, those as to purse-seining and Sunday fishing, present very grave difficulties.

We appreciate perfectly the desire of His Majesty's Government to prevent Sunday fishing. But if both this and purse-seine fishing are taken away, as things stand there might be no opportunity for profitable fishing left under our treaty rights. We are convinced that purse seines are no more injurious to the common fishery than the gill nets commonly used—are not in fact so destructive and do not tend to change the migratory course of the herring as gill nets do, through the death of a large percentage of the catch and consequent pollution of the water.

The small amount of purse-seining this season could not of course materially affect the common fishery anyway. Besides many of our fishermen have already sailed, with purse seines as usual, and the others are already provided with them. This use of the purse seine was not the free choice of our fishermen. They have been driven to it by local regulations and the continued use of it at this late date this year seems vital.

But we will renounce Sunday fishing for this season if His Majesty's Government will consent to the use of purse seines, and we cannot too strongly urge an acceptance of this solution.

AMERICAN EMBASSY, LONDON.

*September 12, 1906.*

#### BRITISH MEMORANDUM

32335

His Majesty's Government have considered, after consultation with the Government of Newfoundland, the proposals put forward in the Memorandum communicated by the United States Ambassador on the 12th instant, respecting the suggested "modus vivendi" in regard to the Newfoundland Fishery question.

They are glad to be able to state that they accept the arrangement set out in the above Memorandum and consent accordingly to the use of purse seines by United States fishermen during the ensuing season, subject, of course, to due regard being paid, in the use of such implements, to other modes of fishery.

His Majesty's Government trust that the United States Government will raise no objection to such a stipulation, which is only intended to secure that there shall be the same spirit of give and take and of respect of common rights between the users of purse seines and the users of stationary nets as would be expected to exist if both sets of fishermen employed the same gear.

They further hope that, in view of this temporary authorization of the purse seines, the United States Government will see their way to arranging that the practice of engaging Newfoundland fishermen just outside the three mile limit which to some extent prevailed last year should not be resorted to this year.

An arrangement to this effect would save both His Majesty's Government and the Newfoundland Government from embarrassment which it is conceived, having regard to the circumstances in which the 'modus vivendi' is being settled, the United States Government would not willingly impose upon them. Moreover it is not in itself unreasonable, seeing that the unwillingness of the United States Government to forego the use of purse seines appears to be largely based upon the inability of their fishermen to engage local men to work the form of net recognized by the Colonial fishery regulations.

The United States Government assured His Majesty's late Government in November last that they would not countenance a specified evasion of the Newfoundland Foreign Fishing Vessels Act 1905, and the proposed arrangement would appear to be in accordance with the spirit which prompted that assurance.

FOREIGN OFFICE,

*September 25, 1906.*

## PROTECTION OF PATENTS IN MOROCCO

*Exchange of notes at Tangier February 4 and 15, April 29, and June 20 and 24, 1907*

*Entered into force June 24, 1907*

*Made obsolete October 6, 1956, by U.S. relinquishment of extra-territorial jurisdiction in Morocco*<sup>1</sup>

I Malloy 808; Treaty Series 486

*The British Minister at Tangier to the American Minister*

TANGIER, February 4th, 1907

MR. MINISTER AND DEAR COLLEAGUE:

Referring to the correspondence which has taken place between our two Legations on the subject of the protection of Trade-Marks, I have the honor to suggest to you the utility of extending to patents of inventions the arrangement which is in force with respect to Trade-Marks.

To this end I have the honor to inform you that protection will be accorded by the British consular tribunals in Morocco to American patents of inventions which have been duly registered in Great Britain in conformity with "Patents, Designs and Trade-Marks Acts 1883-1888", on condition that protection, under the same conditions will be assured in Morocco, by the American authorities, to English patents of invention.

Begging you to have the kindness to communicate to me your opinion on this subject, accept the assurances of my high consideration.

GERARD LOWTHER

To His Excellency MR. S. R. GUMMERÉ,  
*American Minister, etc., etc., etc.,*  
*Tangier.*

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<sup>1</sup> *Department of State Bulletin*, Nov. 26, 1956, p. 844.

*The American Minister at Tangier to the British Minister*

TANGIER, February 15th 1907

MR. MINISTER AND DEAR COLLEAGUE:

I have the honor to acknowledge the receipt of your letter of the 4th of February 1907, in which, referring to the correspondence which has taken place between our two Legations, on the subject of Trade-Marks, you set forth the utility of extending to patents of inventions the arrangement which is in force with respect to Trade-Marks.

To this end you inform me that protection will be accorded by the British Consular tribunals in Morocco to American patents of invention which have been duly registered in Great Britain in conformity with "Patents, Designs and Trade-Marks Acts 1883-1888", on condition that protection under the same conditions will be assured in Morocco by the American authorities to English patents of invention.

I have the honor to inform Y. E. that I have submitted to my Government your proposition regarding the extension to patents of invention the arrangement which is in force with respect to Trade-Marks and will at once inform you of their decision on the subject.

With apologies for delay in sending my response, occasioned by my illness, accept Mr. Minister and dear Colleague the assurances of my high consideration.

S. R. GUMMERÉ

To His Excellency Mr. GERARD LOWTHER,  
*British Minister, etc., etc., etc.,*  
*Tangier.*

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*The American Minister at Tangier to the British Minister*

TANGIER, April 29th 1907

MR. MINISTER AND DEAR COLLEAGUE:

Referring to our correspondence on the subject of the utility of extending to patents of invention the arrangement in force in Morocco between our two Governments regarding trade-marks, I have the honor to inform you that I have received instructions from my Government to the effect that protection by the Consular Courts of the United States in Morocco will be accorded to British Patents of Invention, duly registered in the United States, on condition that protection under the same conditions shall be assured in Morocco by the British Authorities to American patents of invention.

Accept Mr. Minister and dear Colleague the assurance of my high consideration,

S. R. GUMMERÉ

His Excellency Mr. GERARD LOWTHER,  
*H. B. M. Minister, etc., etc., etc.,*  
*Tangier.*

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*The British Minister at Tangier to the American Minister*

TANGIER, June 20th 1907

MR. MINISTER AND DEAR COLLEAGUE:

In reply to your letter of April 29th, I have the honor to inform you that I am authorized by my Government to declare to you that protection will be accorded by the British Consular Tribunals in Morocco to the Patents of Inventions of the United States of America, which have been duly registered in England in conformity with the "Patents, Designs and Trade-Marks, Acts 1883 to 1902", and that I am prepared to give instructions to that effect to the British Consular Officers, to the end that the accord shall enter into force immediately. May I hope that Your Excellency will give similar instructions to the Consular officials of the United States of America.

I take this occasion, Mr. Minister and dear Colleague to renew the assurances of my very high consideration.

GERARD LOWTHER

His Excellency Mr. S. R. GUMMERÉ,  
*Minister of the United States of America,*  
*etc., etc., etc.,*  
*Tangier.*

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*The American Minister at Tangier to the British Minister*

TANGIER, June 24th 1907

MR. MINISTER AND DEAR COLLEAGUE:

I have the honor to acknowledge the receipt of your letter of the 20th of June informing me that you are authorized by your Government to declare that protection will be accorded by the British Consular Tribunals in Morocco to Patents of Invention of the United States of America, which have been duly registered in England, in conformity with the "Patents, Designs and Trade-Marks, Acts 1883 to 1902", and that you are ready to give instructions to that effect to the British Consular Officials to the end that the accord shall be put in force at once.

I have the honor to inform Your Excellency that I am also authorized by my Government to declare to you that protection will be accorded by the American Consular Tribunals in Morocco to [British] Patents of Invention duly registered in the United States and that I will give instructions to that effect to the American Consular Officials to the end that the accord shall be entered into at once.

Pray accept, Mr. Minister and dear Colleague, the assurance of my high consideration.

S. R. GUMMERÉ

His Excellency Mr. GERARD LOWTHER,  
*H. B. M. Minister, etc., etc., etc.,*  
*Tangier.*

## ADMINISTRATION AND LEASE OF ISLANDS OFF COAST OF BORNEO

*Exchange of notes at Intervale, New Hampshire, July 3, 1907, and at  
Washington July 10, 1907*

*Entered into force July 10, 1907*

47 Stat. 2207; Treaty Series 856

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Intervale, N.H., July 3, 1907*

N° 151

SIR,

I have the honour to inform you that His Majesty's Government, acting at the request and on behalf of the British North Borneo Company, are prepared to acquiesce in the last proposal stated in your letter to Sir H. M. Durand of the 19th of December last, respecting the administration of certain islands on the East Coast of Borneo. I am therefore instructed by His Majesty's Principal Secretary of State for Foreign Affairs to place the proposed arrangement formally on record without further delay.

His Majesty's Government understand the terms of the arrangement to be as follows:

"Firstly: that the said Company be left undisturbed in the administration of the islands in question without any agreement specifying details, the United States Government simply waiving in favour of the said Company the right to such administration in the meantime, in other words, that the existing status be continued indefinitely at the pleasure of the two Governments concerned.

"Secondly: that such privilege of administration shall not carry with it territorial rights, such as those of making grants or concessions in the islands in question to extend beyond the temporary occupation of the company; and any grant, concession or license, made by the company shall cease upon the termination of the company's occupation.

"Thirdly: That the temporary waiver of the right of administration on the part of the United States Government shall cover all the islands to the

westward and southwestward of the line traced on the map which accompanied Sir H. M. Durand's memorandum of the 23rd of June, 1906, and which is annexed to and to be deemed to form part of this Note.<sup>1</sup>

"Fourthly: That the British North Borneo Company, through His Majesty's Government, shall agree to the exemption of the United States Government from any claim or allegation that the latter Government has incurred any responsibility in respect of acts done in or from any island within the said line.

"Fifthly: That the understanding shall continue until the said two Governments may by Treaty delimit the boundary between their respective domains in that quarter, or until the expiry of one year from the date when notice of termination be given by either to the other.

"Sixthly: That in case of denunciation, the United States Government shall not be responsible for the value of any buildings or other permanent improvements which may have been erected or made by the company upon the islands, but permission is hereby given to the company to remove, at its own expense, any buildings or improvements erected by it, provided the interests of the United States be not injured thereby."

I have therefore the honour to request you to be so good as to inform me whether the United States adhere to the terms of the arrangement above described, and I shall be glad to receive an assurance from you at the same time that this Note will be considered by the United States Government as sufficient ratification of the above arrangement on the part of His Majesty's Government.

I have the honour to be with the highest consideration, Sir, your most obedient, humble Servant

JAMES BRYCE

The Honourable

ELIHU ROOT,

*etc., etc., etc.*

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*The Acting Secretary of State to the British Ambassador*

2160/6  
No. 109

DEPARTMENT OF STATE,  
*Washington, July 10, 1907*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 151 of the 3rd instant, by which you inform me that His Majesty's Government, acting at the request and in behalf of the British North Borneo Company, are prepared to acquiesce in the last proposal stated in the letter of December 19, 1906, from the Secretary of State to Sir H. M. Durand, respecting the ad-

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<sup>1</sup> Not printed here.

ministration of certain islands on the East Coast of Borneo, and that you are therefore instructed by His Majesty's Principal Secretary of State for Foreign Affairs to place the proposed arrangement formally on record without further delay.

The understanding of His Majesty's Government of the terms of the arrangement is stated by you to be as follows:

[For terms of arrangement, see numbered paragraphs of British note, above.]

The understanding of His Majesty's Government as above recited agreeing with that of the United States, I have the honor formally to announce the adherence of the United States to the arrangement and the acceptance of your note as sufficient ratification of the arrangement on the part of His Majesty's Government.

I have the honor to be, with the highest consideration, Your Excellency's most obedient servant,

ROBERT BACON,  
*Acting Secretary*

His Excellency  
The Right Honorable  
JAMES BRYCE, O.M.,  
*Ambassador of Great Britain.*

## NEWFOUNDLAND FISHERIES

*Exchange of notes at London September 4 and 6, 1907, modifying and extending agreement of October 6 and 8, 1906*

*Entered into force September 6, 1907*

*Modified and extended by agreement of July 15 and 23, 1908*<sup>1</sup>

I Malloy 811; Treaty Series 488

*The American Ambassador to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY  
*London, September 4, 1907*

SIR:

I am authorized by my Government to ratify a *Modus Vivendi* in regard to the Newfoundland fishery question, as follows:

It is agreed that the fisheries shall be carried on during the present year substantially as they were actually carried on for the most of the time by mutual agreement, under the *Modus Vivendi* of 1906.<sup>2</sup>

(1) It is understood that His Majesty's Government will not bring into force the Newfoundland foreign fishing vessels act of 1906, which imposes on American fishing vessels certain restrictions in addition to those imposed by the act of 1905, and also that the provisions of the first part of Section One of the act of 1905, as to boarding and bringing into port, and also the whole of Section three of the same act, will not be regarded as applying to American fishing vessels.

(2) In consideration of the fact that the shipment of Newfoundlanders by American fishermen outside the three-mile limit is not to be made the basis of interference or to be penalized, my Government waives the use of purse seines by American fishermen during the term governed by this agreement, and also waives the right to fish on Sundays.

(3) It is understood that American fishing vessels will make their shipment of Newfoundlanders, as fishermen, sufficiently far from the exact three-mile limit to avoid reasonable doubt.

<sup>1</sup> TS 504, *post*, p. 317.

<sup>2</sup> See exchange of notes at London Oct. 6 and 8, 1906 (TS 485), *ante*, p. 279.

(4) It is further understood that American fishermen will pay light dues when not deprived of their rights to fish, and will comply with the provisions of the Colonial customs law as to reporting at a custom house when physically possible to do so.

I need not add that my Government is most anxious that the provisions of this *Modus Vivendi* should be made effective at the earliest possible moment, and that, in view of this, and of the actual presence of our fishing fleet on the treaty shore, we do not feel that an exchange of ratifications should be longer delayed. But my Government has every desire to make the arrangement, pending arbitration, as agreeable as possible to the Newfoundland authorities consistent with the due safeguarding of treaty rights which we have enjoyed for nearly a century. If, therefore, the proposals you have recently shown me from the Premier of Newfoundland or any other changes in the above *Modus Vivendi* should be proposed by mutual agreement between the Newfoundland authorities and our fishermen, having due regard to the losses that might be incurred by a change of plans so long after preparations for the season's fishing had been made and the voyage begun, my Government will be ready to consider such changes with you in the most friendly spirit, and if found not to compromise our rights, to unite with you in ratifying them at once.

I am glad to be assured by you that this note will be considered as sufficient ratification of the *Modus Vivendi* on the part of my Government.

I have the honor to be, with the highest consideration, Sir, Your most obedient humble servant,

WHITELAW REID

The Right Honorable SIR EDWARD GREY, Baronet,  
 &c &c &c

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*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, *September 6th, 1907*

YOUR EXCELLENCY. I have the honour to acknowledge the receipt of Your Excellency's note of the 4th instant, containing the terms of the *Modus Vivendi* with regard to the Newfoundland fisheries,—which you are authorized by your Government to ratify.

I am glad to assure your Excellency that His Majesty's Government agrees to the terms of the *Modus Vivendi* and that your Excellency's note will be considered by His Majesty's Government as a sufficient ratification of that arrangement on the part of His Majesty's Government.

His Majesty's Government fully shares the desire of your Government that the provisions of the *Modus Vivendi* should be made effective at the

earliest possible moment, and the necessary steps will be taken by His Majesty's Government to secure its observance.

His Majesty's Government takes note of the conciliatory offer of the United States Government to consider in a most friendly spirit any changes in the *Modus Vivendi*, which may be agreed upon locally between the Newfoundland authorities and the United States fishermen and which may be acceptable both to the United States Government and to His Majesty's Government.

I have the honour to be, with the highest consideration, Your Excellency's most obedient humble servant,

E. GREY

His Excellency The Honorable WHITELAW REID,

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## COMMERCE

*Agreement signed at London November 19, 1907*

*Entered into force November 19, 1907*

*Terminated February 7, 1910*<sup>1</sup>

I Malloy 812; Treaty Series 468

THE Government of the United States of America and the Government of His Britannic Majesty, being desirous of facilitating and extending the commercial relations existing between their respective countries, but without prejudice to the views held by each of them as to the interpretation of the "most-favoured-nation" Article of the Convention of Commerce between the two countries signed at London on the 3rd July, 1815,<sup>2</sup> mutually agree as follows:

1. In order to facilitate the clearance through the Customs Department of the United Kingdom of samples of dutiable goods brought into the territory of the United Kingdom by commercial travellers of the United States of America, such samples being for use as models or patterns for the purpose of obtaining orders, and not for sale, His Majesty's Government agrees that the marks, stamps, or seals placed upon such samples by the Customs authorities of the United States of America at the time of exportation, and the officially attested list of such samples, containing a full description thereof issued by the proper authority, shall be accepted by the Customs officials of the United Kingdom as establishing their character as samples, and exempting them from inspection on importation, except so far as may be necessary to establish that the samples produced are those enumerated on the list. The Customs authorities of the United Kingdom may, however, affix a supplementary mark to such samples in special cases where they may think this precaution necessary.

2. The Government of the United States of America agrees to extend to the United Kingdom the special reduction of duty on paintings in oil or water colours, pastels, pen and ink drawings, and statuary, being the product of the industry of the United Kingdom, authorized under section 3 of the Tariff Act of the United States, approved the 24th July, 1897.<sup>3</sup>

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<sup>1</sup> Pursuant to notice of termination given by the United States Aug. 6, 1909.

<sup>2</sup> TS 110, *ante*, p. 49.

<sup>3</sup> 30 Stat. 203.

3. This agreement shall continue in force until six months from the date when either party shall notify the other of its intention to terminate it.

Done in duplicate at London, the 19th day of November, 1907.

WHITELAW REID [SEAL]

E. GREY [SEAL]

## ARBITRATION

*Convention signed at Washington April 4, 1908*

*Senate advice and consent to ratification April 22, 1908*

*Ratified by the United Kingdom May 4, 1908*

*Ratified by the President of the United States May 11, 1908*

*Ratifications exchanged at Washington June 4, 1908*

*Entered into force June 4, 1908*

*Proclaimed by the President of the United States June 5, 1908*

*Extended by agreements of May 31, 1913,<sup>1</sup> June 3, 1918,<sup>2</sup> and June 23, 1923<sup>3</sup>*

*Expired June 4, 1928*

35 Stat. 1960; Treaty Series 494

The President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, desiring in pursuance of the principles set forth in Articles 15–19 of the Convention for the pacific settlement of international disputes, signed at The Hague July 29, 1899,<sup>4</sup> to enter into negotiations for the conclusion of an Arbitration Convention, have named as their Plenipotentiaries, to wit:

The President of the United States of America, Elihu Root, Secretary of State of the United States, and

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, The Right Honorable James Bryce, O. M.,

who, after having communicated to one another their full powers, found in good and due form, have agreed upon the following articles:

### 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

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<sup>1</sup> TS 587, *post*, p. 362.

<sup>2</sup> TS 635, *post*, p. 388.

<sup>3</sup> TS 674, *post*, p. 406.

<sup>4</sup> TS 392, *ante*, vol. 1, p. 230.

not have been possible to settle by diplomacy, shall be referred to the Permanent Court of Arbitration established at The Hague by the Convention of the 29th of July, 1899, 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.

## 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 such special agreements on the part of the United States will be made by the President of the United States, by and with the advice and consent of the Senate thereof; His Majesty's Government reserving the right before concluding a special agreement in any matter affecting the interests of a self governing Dominion of the British Empire to obtain the concurrence therein of the Government of that Dominion.

Such Agreements shall be binding only when confirmed by the two Governments by an Exchange of Notes.

## ARTICLE III

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 his Britannic Majesty. 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.

## ARTICLE IV

The present Convention is concluded for a period of five years, dating from the day of the exchange of its ratifications.

Done in duplicate at the City of Washington, this fourth day of April, in the year 1908.

ELIHU ROOT	[SEAL]
JAMES BRYCE	[SEAL]

## BOUNDARIES

*Convention signed at Washington April 11, 1908*

*Senate advice and consent to ratification May 4, 1908*

*Ratified by the President of the United States May 11, 1908*

*Ratified by the United Kingdom May 16, 1908*

*Ratifications exchanged at Washington June 4, 1908*

*Entered into force June 4, 1908*

*Proclaimed by the President of the United States July 1, 1908*

35 Stat. 2003; Treaty Series 497

### ARTICLE I

#### *The boundary through Passamaquoddy Bay*

The High Contracting Parties agree that each shall appoint, without delay, an expert geographer or surveyor to serve as Commissioners for the purpose of more accurately defining and marking the international boundary line between the United States and the Dominion of Canada in the waters of Passamaquoddy Bay from the mouth of the St. Croix River to the Bay of Fundy, and that in defining and marking said boundary line the Commissioners shall adopt and follow, as closely as may be, the line surveyed and laid down by the Commissioners appointed under Article II of the Treaty of July 22, 1892,<sup>1</sup> between the United States and Great Britain, so far as said Commissioners agreed upon the location of said line, namely:

(1) From a point at the mouth of the St. Croix River defined by the ranges established by them, by a connected series of six straight lines defined by ranges and cross ranges, to a point between Treat Island and Friar Head, likewise defined by ranges and cross ranges established by them; and also

(2) From a point in Quoddy Roads, defined by the intersection of the range passing through the position of the Beacon of 1886 and Lubec Channel Light, with a range established by them on the west shore of Quoddy Roads along the course of this latter range, which is about 80° 35' east of true south, into the Bay of Fundy.

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<sup>1</sup> TS 142, *ante*, p. 231.

In ascertaining the location of the above-described line, the Commissioners shall be controlled by the indications of the range marks and monuments established along its course by said former Commissioners and by the charts upon which the said Commissioners marked the line as tentatively agreed upon by them.

The remaining portion of the line, lying between the two above-described sections, and upon the location of which said former Commissioners did not agree, shall pass through the center of the Lubec Narrows Channel between Campo Bello Island and the mainland, and, subject to the provisions hereinafter stated, it shall follow on either side of the said Narrows such courses as will connect with the parts of the line agreed upon as aforesaid, and such boundary shall consist of a series of straight lines defined by distances and courses; but inasmuch as differences have arisen in the past as to the location of the line with respect to Pope's Folly Island above Lubec Narrows and with respect to certain fishing grounds east of the dredged channel below Lubec Narrows, it is agreed that each of the High Contracting Parties shall present to the other within six months after the ratification of this Treaty a full printed statement of the evidence, with certified copies of original documents referred to therein which are in its possession, and the arguments upon which it bases its contentions, with a view to arriving at an adjustment of the location of this portion of the line in accordance with the true intent and meaning of the provisions relating thereto of the treaties of 1783<sup>2</sup> and 1814<sup>3</sup> between the United States and Great Britain, and the award of the Commissioners appointed in that behalf under the treaty of 1814; it being understood that any action by either or both Governments or their representatives authorized in that behalf or by the local governments on either side of the line, whether prior or subsequent to such treaties and award, tending to aid in the interpretation thereof, shall be taken into consideration in determining their true intent and meaning. Such agreement, if reached, shall be reduced to writing in the form of a protocol and shall be communicated to the said Commissioners, who shall lay down and mark this portion of the boundary in accordance therewith and as herein provided.

In the event of a failure to agree within six months after the date of exchanging the printed statements aforesaid, the question of which Government is entitled to jurisdiction over such island and fishing grounds under treaty provisions, and proceedings thereunder, interpreted in accordance with their true intent and meaning as above provided, and by reason of any rights arising under the recognized principles of international law, shall be referred forthwith for decision upon the evidence and arguments submitted as aforesaid, with such additional statement of facts as may be appropriate, and an argument in reply on each side, to an arbitrator to be agreed upon by the two Governments, or, in case of a failure to agree, to be appointed by

<sup>2</sup> Treaty signed at Paris Sept. 3, 1783 (TS 104, *ante*, p. 8).

<sup>3</sup> Treaty signed at Ghent Dec. 24, 1814 (TS 109, *ante*, p. 41).

a third Power selected by the two Governments by common accord, or, if no agreement is thus arrived at, each Government shall select a different Power and the choice of the arbitrator shall be made in concert by the Powers thus selected. The decision of such arbitrator shall be final, and the line shall be laid down and marked by the said Commissioners in accordance therewith and as herein provided.

The arbitrator shall be requested to deliver, together with his award, a statement of all the costs and expenses incurred by him in connection with the arbitration, which shall forthwith be repaid by the two Governments in equal moieties.

It is further agreed that if, under the foregoing provisions, the boundary be located through the channel to the east of the dredged channel above mentioned, the latter shall be equally free and open for the passage of ships, vessels, and boats of both parties.

The entire boundary shall be marked by permanent range marks established on land and, if desirable in the opinion of Commissioners, by buoys in the water, so far as practicable, and by such other boundary marks and monuments and at such points as the Commissioners may determine to be necessary; but the said Commissioners shall proceed to define and mark and chart the portion of the line agreed upon by the former Commissioners under the Treaty of 1892 aforesaid without waiting for the final determination of the location of the remaining portion of the line.

The course of the said boundary line as defined and marked as aforesaid shall be laid down by said Commissioners on quadruplicate sets of accurate modern charts prepared or adopted by them for that purpose, which charts shall be certified and signed by the Commissioners, and two duplicate originals thereof shall be filed by them with each Government; and they shall also prepare in duplicate and file with each Government a joint report or reports under their hands and seals describing in detail the course and location of the boundary line and the range marks and monuments and buoys marking it.

The line so defined and laid down shall be taken and deemed to be the international boundary from the Bay of Fundy to the mouth of the St. Croix River, as established by treaty provisions and the proceedings thereunder.

## ARTICLE II

### *The boundary from the mouth of the source of the St. Croix River*

Whereas Article II of the Treaty of 1783 between the United States and Great Britain provides that a line drawn along the middle of the River St. Croix from its mouth in the Bay of Fundy to its source shall be, between those points, the international boundary between the United States and the British possessions in North America, and the identity of the River St. Croix has been determined by the Commissioners appointed for that purpose under Article

V [5] of the Treaty of 1794 <sup>4</sup> between the United States and Great Britain, and the location of the mouth and the source of said river has been duly established, and the course of said river has been described, surveyed, and charted by said Commissioners, as appears from their joint report dated the 25th day of October, 1798,<sup>5</sup> and from the chart or plan of said river prepared and filed by them with said report, but said line of boundary along the middle of said river was not laid down by them on said chart or plan, and was not marked or monumented by them along the course of said river; and whereas, pursuant to an additional article, dated March 15, 1798,<sup>6</sup> supplementing the provisions of the Treaty of 1794 above referred to, a monument was erected by joint action of the two Governments marking the source of the River St. Croix, but said line of boundary through the River St. Croix has not otherwise been monumented and has never been laid down on charts by joint action of the two Governments: therefore, in order to complete and render thoroughly effective the demarcation of the boundary described and established as aforesaid,

It is agreed that each of the High Contracting Parties shall appoint, without delay, an expert geographer or surveyor as a Commissioner, and the Commissioners so appointed shall jointly lay down upon accurate modern charts, to be prepared or adopted by them for that purpose, the line of boundary along the middle of the River St. Croix from its mouth to its source as defined and established by the existing treaty provisions and the proceedings thereunder, above referred to, with the agreed understanding, however, that the line of boundary through said river shall be a water line throughout and shall follow the center of the main channel or thalweg as naturally existing, except where such course would change, or disturb, or conflict with the national character of an island as already established by mutual recognition and acquiescence, in which case the line shall pass on the other side of any such island, following the middle of the channel nearest thereto, or, if the Commissioners find that the national character of any island is in dispute, the question of its nationality shall be submitted by them to their respective Governments, with a chart or map certified jointly by said Commissioners, showing the depth and volume of the water at its high and low stages between such island and the river banks on each side and indicating the course of the main channel of the river as it passes such island, together with a descriptive statement by said Commissioners showing the reasons for selecting such channel as the main channel; and in all such cases the High Contracting Parties agree that the location of the boundary with respect to each island in dispute shall be determined and settled in accordance with the following rules:

<sup>4</sup> Treaty signed at London Nov. 19, 1794 (TS 105, *ante*, p. 13).

<sup>5</sup> For text, see Moore, *International Arbitrations*, vol. I, p. 29.

<sup>6</sup> TS 107, *ante*, p. 36.

(1) The nationality of each island in dispute shall be determined by the predominance of the claims established on either side to such island, arising from the exercise of jurisdiction and sovereignty over it, including such exercise of jurisdiction by the local governments on either side of the line.

(2) The burden of proving the nationality of any such island shall be upon the party seeking to change the general course of the boundary as above prescribed so as to include such island on its own side of the boundary.

(3) The selection by the Commissioners of the main channel passing such island shall not be conclusive upon the parties hereto and is subject to review, but the burden of proving the main channel to be other than the one selected shall be upon the party proposing the change.

The Government proposing such change in the prescribed course of the boundary shall, upon the submission of the question of the nationality of any island or islands by the Commissioners as aforesaid, promptly present to the other Government a printed statement, with certified copies of any original documents in its possession referred to therein, showing the grounds and arguments upon which its claim of jurisdiction and ownership with respect to such island rests. Unless an agreement is reached upon the presentation of such statement, the Government to which such statement is presented shall within six months after its receipt present in reply a similar statement showing the grounds and arguments upon which the claims of the other Government are contested. If an agreement is reached between the two Governments, it shall be reduced to writing in the form of a protocol and shall be communicated to the said Commissioners, who shall proceed to lay down and mark the boundary so as to leave such island on the side of the boundary to which it is shown it belongs, in accordance with the determination of its nationality arrived at as aforesaid.

In the event of a failure by the two Governments to come to an agreement within six months after the presentation of the printed statements in reply herein above provided for, then the question of the nationality of the islands in dispute shall be referred forthwith for decision under the rules herein above set forth for the determination of that question, and under the recognized principles of international law not inconsistent therewith, and upon the evidence and arguments submitted as aforesaid, with such additional statement of facts as may be appropriate, and such further printed argument on each side as may be desired, to an arbitrator to be agreed upon by the two Governments, or, in case of a failure to agree, to be appointed by a third Power selected by the two Governments by common accord, or, if no agreement is thus arrived at, each Government shall select a different Power and the choice of the arbitrator shall be made in concert by the Powers thus selected. The decision of such arbitrator shall be final, and the line shall be laid down and marked by the said Commissioners in accordance therewith and as herein provided.

The arbitrator shall be requested to deliver, together with his award, a statement of all the costs and expenses incurred by him in connection with the arbitration, which shall forthwith be repaid by the two Governments in equal moieties.

It is further agreed that so far as practicable the said Commissioners shall establish boundary monuments and ranges and buoys marking the course and location of the said line, and showing on which side of the boundary the several islands lying in said river belong, wherever in their judgment it is desirable that the boundary be so marked.

The charts upon which the boundary is marked as aforesaid shall be in quadruplicate, and shall be certified and signed by said Commissioners, and two duplicate originals thereof shall be filed by them with each Government, and it shall also be the duty of said Commissioners to prepare in duplicate, and file with each Government, a joint report under their hands and seals describing the line so marked by them and the monuments and range marks and buoys marking it.

The line so defined and laid down shall be taken and deemed to be the international boundary from the mouth to the source of the St. Croix River as established by treaty provisions and the proceedings thereunder as aforesaid.

### ARTICLE III

#### *The boundary from the source of the St. Croix River to the St. Lawrence River*

Whereas the remonumenting of the course of the boundary defined and laid down under the provisions of Articles I and VI of the Treaty of August 9, 1842,<sup>7</sup> between the United States and Great Britain has already been undertaken without a formal treaty agreement, but by the joint and concurrent action of the Governments of the United States and Great Britain, certain monuments between Vermont and Canada having been relocated in 1849, and the portion of said boundary extending between Hall's Stream and the St. Lawrence River in part having been remonumented in recent years and in part is now being remonumented under such action on both sides; and whereas the Commissioners appointed under Article VI of the Treaty of 1842 aforesaid were required to and did mark by monuments the land portion only of said line, and were not required to and did not mark by monuments the portions of the boundary extending along water courses, with the exception that the nationality of the several islands in the St. John River was indicated by monuments erected thereon and a series of monuments was placed by them along the edge of certain of the water courses to fix the general direction of the boundary, most of which monuments have since disappeared, but the entire boundary, including its course through the waterways as well

<sup>7</sup> TS 119, *ante*, p. 82.

as on land, was charted and marked on maps by said Commissioners under the provisions of Article VI above referred to, and the nationality of the respective islands in the St. John River was determined by them, as appears from the joint report filed by said Commissioners dated June 28, 1847,<sup>8</sup> and the series of maps signed by said Commissioners and filed with their joint report; and whereas the portion of the line through said waterways has not since been monumented or marked along its course by joint action of the two Governments, and the monuments placed by said Commissioners along the land portion of said boundary require repairing and renewing where such work has not already been done in recent years, and additional or supplementary intermediate monuments at convenient points are required under modern conditions: therefore, in order to carry on and complete the work already undertaken as aforesaid, and to reestablish the location of said boundary and render thoroughly effective the demarcation of the said boundary as existent and established,

It is agreed that each of the High Contracting Parties shall appoint, without delay, an expert geographer or surveyor as a Commissioner, and under the joint direction of such Commissioners the lost or damaged boundary monuments shall be relocated and repaired, and additional monuments and boundary marks shall be established wherever necessary in the judgment of the Commissioners to meet the requirements of modern conditions along the course of the land portion of said boundary, and where the said boundary runs through waterways it shall be marked along its course, so far as practicable, by buoys and monuments in the water and by permanent ranges established on the land, and in such other way and at such points as in the judgment of the Commissioners it is desirable that the boundary be so marked; and it is further agreed that the course of the entire boundary, as described in Article I of the Treaty of 1842 and as laid down as aforesaid under Article VI of that Treaty, shall be marked by said Commissioners upon quadruplicate sets of accurate modern charts prepared or adopted by them for that purpose, and that said charts so marked shall be certified and signed by them and two duplicate originals thereof shall be filed with each Government, and said Commissioners shall also prepare in duplicate and file with each Government a joint report or reports describing in detail the course of the boundary so marked by them, and the character and location of the several monuments and boundary marks and ranges marking it.

The line so defined and laid down shall be taken and deemed to be the international boundary as defined and laid down under Articles I and VI of the said Treaty of 1842.

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<sup>8</sup> For text, see International Boundary Commission, *Joint Report Upon the Survey and Demarcation of the Boundary Between the United States and Canada From the Source of the St. Croix River to the St. Lawrence River* (U.S. Government Printing Office, 1925), appendix III, p. 322.

## ARTICLE IV

*The boundary from its intersection with the St. Lawrence River to the mouth of Pigeon River*

The High Contracting Parties agree that the existing International Waterways Commission, constituted by concurrent action of the United States and the Dominion of Canada and composed of three Commissioners on the part of the United States and three Commissioners on the part of the Dominion of Canada, is hereby authorized and empowered to ascertain and reestablish accurately the location of the international boundary line beginning at the point of its intersection with the St. Lawrence River near the forty-fifth parallel of north latitude, as determined under Articles I and VI of the Treaty of August 9, 1842, between the United States and Great Britain, and thence through the Great Lakes and communicating waterways to the mouth of Pigeon River, at the western shore of Lake Superior, in accordance with the description of such line in Article II of the Treaty of Peace between the United States and Great Britain, dated September 3, 1783, and of a portion of such line in Article II of the Treaty of August 9, 1842, aforesaid, and as described in the joint report dated June 18, 1822,<sup>9</sup> of the Commissioners appointed under Article VI of the Treaty of December 24, 1814, between the United States and Great Britain, with respect to a portion of said line and as marked on charts prepared by them and filed with said report, and with respect to the remaining portion of said line as marked on the charts adopted as treaty charts of the boundary under the provisions of Article II of the Treaty of 1842, above mentioned, with such deviation from said line, however, as may be required on account of the cession by Great Britain to the United States of the portion of Horse Shoe Reef in the Niagara River necessary for the light-house erected there by the United States in accordance with the terms of the protocol of a conference held at the British Foreign Office December 9, 1850, between the representatives of the two Governments and signed by them agreeing upon such cession; and it is agreed that wherever the boundary is shown on said charts by a curved line along the water the Commissioners are authorized in their discretion to adopt, in place of such curved line, a series of connecting straight lines defined by distances and courses and following generally the course of such curved line, but conforming strictly to the description of the boundary in the existing treaty provisions, and the geographical coordinates of the turning points of such line shall be stated by said Commissioners so as to conform to the system of latitudes and longitudes of the charts mentioned below, and the said Commissioners shall so far as practicable mark the course of the entire boundary line located and defined as aforesaid, by buoys and monuments in the waterways and by permanent range marks established on the adjacent shores or islands, and by

<sup>9</sup> For text, see Moore, *International Arbitrations*, vol. I, p. 166.

such other boundary marks and at such points as in the judgment of the Commissioners it is desirable that the boundary should be so marked; and the line of the boundary defined and located as aforesaid shall be laid down by said Commissioners on accurate modern charts prepared or adopted by them for that purpose, in quadruplicate sets, certified and signed by the Commissioners, two duplicate originals of which shall be filed by them with each Government; and the Commissioners shall also prepare in duplicate and file with each Government a joint report or reports describing in detail the course of said line and the range marks and buoys marking it, and the character and location of each boundary mark. The majority of the Commissioners shall have power to render a decision.

The line so defined and laid down shall be taken and deemed to be the international boundary as defined and established by treaty provisions and the proceedings thereunder as aforesaid from its intersection with the St. Lawrence River to the mouth of Pigeon River.

#### ARTICLE V

*The boundary from the mouth of Pigeon River to the northwesternmost point of the Lake of the Woods*

In order to complete and perfect the demarcation of the international boundary line between the United States and the Dominion of Canada from the mouth of Pigeon River, at the western shore of Lake Superior, to the northwesternmost point of the Lake of the Woods, which boundary is defined in Article II of the Treaty of Peace between the United States and Great Britain dated September 3, 1783, and in Article II of the Treaty of August 9, 1842, between the United States and Great Britain, wherein is defined also the location of the said northwesternmost point of the Lake of the Woods, and the greater part of the said boundary is marked on charts covering that section of the boundary adopted as treaty charts of the boundary under the provisions of Article II of the Treaty of 1842 aforesaid, but has never been actually located or monumented along its course by joint action of the two Governments, and no joint survey of its course has been made since the survey under the direction of the Commissioners appointed under Article VII of the Treaty of December 24, 1814, between the United States and Great Britain, under whose direction the charts above mentioned were prepared,

It is agreed that each of the High Contracting Parties shall appoint, without delay, an expert geographer or surveyor as Commissioners, who shall reestablish and fix the actual location of said entire boundary described and charted as aforesaid, and designate the side of the boundary upon which each island adjacent to the boundary belongs, it being mutually understood that the boundary, so far as practicable, shall be a water line and shall not intersect islands lying along its course, and the Commissioners shall so far as practicable mark such boundary along its course by monuments and buoys and range

marks, and such other boundary marks as the Commissioners may determine, and at such points as in their judgment it is desirable that the boundary shall be so marked; and it is further agreed that the course of the entire boundary as described and laid down as aforesaid and as monumented by said Commissioners shall be marked by them upon quadruplicate sets of accurate modern charts prepared or adopted by them for that purpose, and that said charts so marked shall be certified and signed by them and two duplicate originals thereof shall be filed with each Government, and said Commissioners shall also prepare in duplicate and file with each Government a joint report or reports describing in detail the course of the boundary so marked by them and the character and location of the several monuments and boundary marks and ranges marking it.

The line so defined and laid down shall be taken and deemed to be the international boundary as defined and established under the aforesaid treaties from the mouth of Pigeon River to the northwesternmost point of the Lake of the Woods.

#### ARTICLE VI

*The boundary from the northwesternmost point of the Lake of the Woods to the summit of the Rocky Mountains*

In order to complete and render thoroughly effective the demarcation of the international boundary between the United States and the Dominion of Canada from the northwesternmost point of the Lake of the Woods to the summit of the Rocky Mountains, which boundary, according to existing treaties, runs due south from said northwesternmost point to the forty-ninth parallel of north latitude and thence along that parallel to the summit of the Rocky Mountains, and has been surveyed and charted and monumented as appears from the series of twenty-four sectional maps covering this portion of the boundary prepared and filed by the Joint Commission appointed for that purpose by joint action of the two Governments in 1872,

It is agreed that each of the High Contracting Parties shall appoint, without delay, an expert geographer or surveyor as a Commissioner, and under the joint direction of such Commissioners lost or damaged monuments along the course of said boundary shall be relocated and repaired and additional monuments and boundary marks shall be established wherever necessary, in the judgment of the Commissioners, to meet the requirements of modern conditions and to render more effective the demarcation of the existent boundary established under the treaty provisions and proceedings thereunder as aforesaid; and it is further agreed that in carrying out these provisions the said Commissioners shall observe the agreement stated in the protocol of the final meeting, dated May 29, 1876, of the Joint Commission aforesaid, which is as follows:

"2. In the intervals between the monuments along the parallel of latitude, it is agreed that the line has the curvature of a parallel of 49° north latitude; and that such characteristic shall determine all questions that may hereafter arise with reference to the position of the boundary at any point between neighboring monuments.

"3. It is further agreed that, in the event of any of the said three hundred and eighty-eight monuments or marks being obliterated beyond the power of recognition, the lost site or sites shall be recovered by their recorded position relatively to the next neighboring unobliterated mark or marks."

It is further agreed that the said Commissioners shall mark upon quadruplicate sets of accurate modern charts prepared or adopted by them for that purpose the entire course of said boundary and the location of the boundary monuments and marks established along the course of said boundary, and two duplicate originals thereof shall be filed with each Government, and said Commissioners shall also prepare in duplicate and file with each Government a joint report describing in detail the work done by them in replacing and repairing lost or damaged monuments and the character and location of the several monuments and boundary marks placed by them along said boundary.

The line so laid down and defined shall be taken and deemed to be the international boundary as defined and established by treaty provisions and the proceedings thereunder as aforesaid from the northwesternmost point of the Lake of the Woods to the summit of the Rocky Mountains.

#### ARTICLE VII

##### *The boundary from the summit of the Rocky Mountains to the Gulf of Georgia*

Whereas, by concurrent action of the Government of the United States and the Government of Great Britain in 1902 and 1903, Commissioners were designated to act jointly for the purpose of renewing lost or damaged monuments and placing additional monuments where such were needed throughout the course of the boundary along the forty-ninth parallel of north latitude, from the summit of the Rocky Mountains westward to the eastern shore of the Gulf of Georgia, as defined in Article I of the Treaty of June 15, 1846, between the United States and Great Britain and as marked by monuments along its course and laid down on a series of charts, seven in number, by a Joint Commission organized in 1858 for that purpose and composed of two Commissioners appointed one by each Government, which charts, duly certified and authenticated in duplicate by said Commissioners, were approved and adopted by the two Governments, as appears from the declaration in writing to that effect signed on February 24, 1870,<sup>10</sup> at Washington

<sup>10</sup> TS 129, *ante*, p. 157.

by duly authorized Plenipotentiaries of the respective Governments, and it appearing that the remonumenting of this line by the Commissioners first above referred to is now approaching completion,

It is hereby agreed by the High Contracting Parties that when such work is completed the entire course of said boundary, showing the location of the boundary monuments and marks established along the course of the boundary, shall be marked upon quadruplicate sets of accurate modern charts prepared or adopted for that purpose, and the said Commissioners, or their successors, are hereby authorized and required to so mark the line and designate the monuments on such charts, two duplicate originals of which shall be filed with each Government, and the said Commissioners, or their successors, shall also prepare in duplicate and file with each Government a joint report describing in detail the work done by them in replacing and repairing lost or damaged monuments and the character and location of the several monuments and boundary marks placed by them along said boundary.

The line so laid down and defined shall be taken and deemed to be the international boundary as defined and established by treaty provisions and the proceedings thereunder as aforesaid, from the summit of the Rocky Mountains to the eastern shore of the Gulf of Georgia.

#### ARTICLE VIII

##### *The boundary from the forty-ninth parallel to the Pacific Ocean*

The High Contracting Parties agree that each shall appoint, without delay, an expert geographer or surveyor to serve as Commissioners for the purpose of delineating upon accurate modern charts, prepared or adopted by them for that purpose, the international boundary line between the United States and the Dominion of Canada from the forty-ninth parallel of north latitude along the middle of the channel which separates Vancouver's Island from the mainland and the middle of the Haro Channel and of Fuca's Straits to the Pacific Ocean, as defined in Article I of the Treaty of June 15, 1846, between the United States and Great Britain, and as determined by the award made on October 21, 1872, by the Emperor of Germany as arbitrator pursuant to the provisions of Articles XXXIV–XLII of the Treaty of May 8, 1871,<sup>11</sup> between the United States and Great Britain, and as traced out and marked on a quadruplicate set of charts prepared for that purpose and agreed upon and signed by the duly authorized representatives of the respective Governments, as appears from the protocol of a conference at Washington on March 10, 1873, between such representatives which was signed by them on that date, and as defined by them in a written definition of said boundary signed by them and referred to in and attached to said protocol, and it is agreed that the said Commissioners shall adopt in place of the

<sup>11</sup> TS 133, *ante*, p. 185.

curved line passing between Saturna Island and Patos Island as shown on said charts a straight line running approximately north and south through a point midway between the eastern point of Saturna Island and the western point of Patos Island and intersecting the prolongations of the two straight lines of the boundary now joined by a curved line. The entire line thus laid down shall consist of a series of connecting straight lines defined by distances and courses; and the Commissioners are authorized to select and establish such reference marks on shore as they may deem necessary for the proper definition and location on the water of the boundary aforesaid. A quadruplicate set of such charts, showing the lines so laid down and marked by them and the location of the several marks or monuments selected or established by them along its course, shall be signed by them and two duplicate originals thereof shall be filed by them with each Government, and the Commissioners shall also prepare in duplicate and file with each Government a joint report, or reports, describing in detail the course of said line and the boundary marks and their location along its course.

The line so defined and laid down shall be taken and deemed to be the international boundary, as defined and established by treaty provisions and the proceedings thereunder as aforesaid, from the forty-ninth parallel of north latitude along the middle of the channel which separates Vancouver's Island from the mainland and the middle of Haro Channel and of Fuca's Straits to the Pacific Ocean.

## ARTICLE IX

### *General provisions*

The Commissioners appointed under the provisions of this Treaty shall proceed without delay to perform the duties assigned to them, but each Commissioner shall, before entering upon his duties, make oath in writing that he will impartially and faithfully perform his duties as such Commissioner.

In case a vacancy occurs in any of the Commissions constituted by this Treaty, by reason of the death, resignation, or other disability of a Commissioner, before the work of such Commission is completed, the vacancy so caused shall be filled forthwith by the appointment of another Commissioner by the party on whose side the vacancy occurs, and the Commissioner so appointed shall have the same powers and be subject to the same duties and obligations as the Commissioner originally appointed.

If a dispute or difference should arise about the location or demarcation of any portion of the boundary covered by the provisions of this Treaty and an agreement with respect thereto is not reached by the Commissioners charged herein with locating and marking such portion of the line, they shall make a report in writing jointly to both Governments, or severally each to his own Government, setting out fully the questions in dispute and the differences between them, but such Commissioners shall, nevertheless, pro-

ceed to carry on and complete as far as possible the work herein assigned to them with respect to the remaining portions of the line.

In case of such a disagreement between the Commissioners, the two Governments shall endeavor to agree upon an adjustment of the questions in dispute, and if an agreement is reached between the two Governments it shall be reduced to writing in the form of a protocol, and shall be communicated to the said Commissioners, who shall proceed to lay down and mark the boundary in accordance therewith, and as herein provided, but without prejudice to the special provisions contained in Articles I and II regarding arbitration.

It is understood that under the foregoing articles the same persons will be appointed to carry out the delimitation of boundaries in the several sections aforesaid, other than the section covered by Article IV, unless either of the Contracting Powers finds it expedient for some reason which it may think sufficient to appoint some other person to be Commissioner for any one of the above-mentioned sections.

Each Government shall pay the expenses of its own Commissioners and their assistants, and the cost of marking and monumenting the boundary shall be paid in equal moieties by the two Governments.

#### ARTICLE X

This Treaty shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by His Britannic Majesty; and the ratifications shall be exchanged in Washington as soon as practicable.

In faith whereof the respective Plenipotentiaries have signed this Treaty in duplicate and have hereunto affixed their seals.

Done at Washington the 11th day of April in the year of our Lord one thousand nine hundred and eight.

ELIHU ROOT	[SEAL]
JAMES BRYCE	[SEAL]

## FISHERIES IN UNITED STATES AND CANADIAN WATERS

*Treaty signed at Washington April 11, 1908*

*Senate advice and consent to ratification April 17, 1908*

*Ratified by the President of the United States May 11, 1908*

*Ratified by the United Kingdom May 12, 1908*

*Ratifications exchanged at Washington June 4, 1908*

*Entered into force June 4, 1908*

*Proclaimed by the President of the United States July 1, 1908*

*Terminated October 27, 1914, by mutual consent*<sup>1</sup>

35 Stat. 2000; Treaty Series 498

The United States of America and His Majesty Edward the Seventh, of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, King, and Emperor of India, equally recognizing the desirability of uniform and effective measures for the protection, preservation, and propagation of the food fishes in the waters contiguous to the United States and the Dominion of Canada, have resolved to conclude a Convention for these purposes, and have named as their Plenipotentiaries:

The President of the United States of America, Elihu Root, Secretary of State of the United States; and

His Britannic Majesty, the Right Honorable James Bryce, O.M., His Majesty's Ambassador Extraordinary and Plenipotentiary at Washington;

Who, having exchanged their full powers, found in due form, have agreed to and signed the following articles:

### ARTICLE I

The times, seasons, and methods of fishing in the waters contiguous to the United States and Canada as specified in Article IV of this Convention, and the nets, engines, gear, apparatus, and appliances which may be used therein, shall be fixed and determined by uniform and common international regulations, restrictions, and provisions; and to that end the High Contracting Par-

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<sup>1</sup> The provisions of art. VI never became effective.

ties agree to appoint, within three months after this Convention is proclaimed, a Commission to be known as the International Fisheries Commission, consisting of one person named by each Government.

## ARTICLE II

It shall be the duty of this International Fisheries Commission, within six months after being named, to prepare a system of uniform and common International Regulations for the protection and preservation of the food fishes in each of the waters prescribed in Article IV of this Convention, which Regulations shall embrace close seasons; limitations as to the character, size, and manner of use of nets, engines, gear, apparatus, and other appliances; a uniform system of registry by each Government in waters where required for the more convenient regulation of commercial fishing by its own citizens or subjects within its own territorial waters or any part of such waters; an arrangement for concurrent measures for the propagation of fish; and such other provisions and measures as the Commission shall deem necessary.

## ARTICLE III

The two Governments engage to put into operation and to enforce by legislation and executive action, with as little delay as possible, the Regulations, restrictions, and provisions with appropriate penalties for all breaches thereof; and the date when they shall be put into operation shall be fixed by the concurrent proclamations of the President of the United States and the Governor-General of the Dominion of Canada in Council.

And it is further agreed that jurisdiction shall be exercised by either Government, as well over citizens or subjects of either party apprehended for violation of the Regulations in any of its own waters to which said Regulations apply, as over its own citizens or subjects found within its own jurisdiction who shall have violated said Regulations within the waters of the other party.

## ARTICLE IV

It is agreed that the waters within which the aforementioned Regulations are to be applied shall be as follows: (1) The territorial waters of Passamaquoddy Bay; (2) the St. John and St. Croix Rivers; (3) Lake Memphremagog; (4) Lake Champlain; (5) the St. Lawrence River, where the said River constitutes the International Boundary; (6) Lake Ontario; (7) the Niagara River; (8) Lake Erie; (9) the waters connecting Lake Erie and Lake Huron, including Lake St. Clair; (10) Lake Huron, excluding Georgian Bay but including North Channel; (11) St. Mary's River and Lake Superior; (12) Rainy River and Rainy Lake; (13) Lake of the Woods; (14) the Strait of San Juan de Fuca, those parts of Washington Sound, the Gulf of Georgia and Puget Sound lying between the parallels of 48° 10' and 49° 20'; (15) and such other contiguous waters as may be recommended by

the International Fisheries Commission and approved by the two Governments. It is agreed on the part of Great Britain that the Canadian Government will protect by adequate regulations the food fishes frequenting the Fraser River.

The two Governments engage to have prepared as soon as practicable charts of the waters described in this Article, with the International Boundary Line indicated thereon; and to establish such additional boundary monuments, buoys, and marks as may be recommended by the Commission.

#### ARTICLE V

The International Fisheries Commission shall continue in existence so long as this Convention shall be in force, and each Government shall have the power to fill, and shall fill from time to time, any vacancy which may occur in its representation on the Commission. Each Government shall pay its own Commissioner, and any joint expenses shall be paid by the two Governments in equal moieties.

#### ARTICLE VI

The Regulations, restrictions, and provisions provided for in this Convention shall remain in force for a period of four years from the date of their executive promulgation, and thereafter until one year from the date when either the Government of the United States or of Great Britain shall give notice to the other of its desire for their revision; and immediately upon such notice being given the Commission shall proceed to make a revision thereof, which Revised Regulations, if adopted and promulgated by the President of the United States and the Governor-General of Canada in Council, shall remain in force for another period of four years and thereafter until one year from the date when a further notice of revision is given as above provided in this Article. It shall, however, be in the power of the two Governments, by joint or concurrent action upon the recommendation of the Commission, to make modifications at any time in the Regulations.

#### ARTICLE VII

The present Convention shall be duly ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by His Britannic Majesty, and the ratifications shall be exchanged in Washington as soon as practicable.

In faith whereof, the respective Plenipotentiaries have signed the present Convention in duplicate, and have thereunto affixed their seals.

Done at Washington the 11th day of April, in the year of our Lord one thousand nine hundred and eight.

ELIHU ROOT	[SEAL]
JAMES BRYCE	[SEAL]

## EXTRADITION; WRECKING AND SALVAGE (CANADA)

*Treaty signed at Washington May 18, 1908*

*Senate advice and consent to ratification May 20, 1908*

*Ratified by the United Kingdom June 3, 1908*

*Ratified by the President of the United States June 19, 1908*

*Ratifications exchanged at Washington June 30, 1908*

*Entered into force June 30, 1908*

*Proclaimed by the President of the United States July 10, 1908*

*Article I supplemented by convention of June 6, 1924, between the  
United States and Canada*<sup>1</sup>

35 Stat. 2035; Treaty Series 502

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being desirous to make provision for the conveyance of persons in lawful custody for trial or punishment either in the United States or the Dominion of Canada through the territory of the other, and for reciprocal rights in wrecking and salvage in the waters contiguous to the boundary between the United States and the Dominion of Canada, have for that purpose resolved to conclude a treaty, and to that end have appointed as their plenipotentiaries:

The President of the United States of America, Robert Bacon, Acting Secretary of State of the United States; and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, the Right Honorable James Bryce, O.M., His Ambassador Extraordinary and Plenipotentiary at Washington;

who, after communicating to each other their respective full powers, which were found to be in due and proper form, have agreed to and concluded the following articles:

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<sup>1</sup> TS 718, *ante*, vol. 6, p. 1, CANADA.

## ARTICLE I

## CONVEYANCE OF PRISONERS

Any officer of the United States of America or of any state or territory thereof, having in his custody without the borders of Canada, by virtue of any warrant or any other lawful process issued by authority of the United States or of any state or territory thereof, any person charged with or convicted of any of the criminal offences specified below, committed within the jurisdiction of the United States or of any state or territory thereof, may, in executing such warrant or process, convey such person through any part of Canada to a place in the United States, if such warrant or process is endorsed, or backed, by a judge, magistrate or justice of the peace in Canada, or if the authority of the Minister of Justice of Canada for such conveyance is first obtained.

During such conveyance of such person through Canada, such officer may keep such person in his custody, and in case of escape may recapture him.

Any officer of the Dominion of Canada or of any province or territory thereof, having in his custody without the borders of the United States of America, by virtue of any warrant or any other lawful process issued by authority of the law of the Dominion or of any province or territory thereof, any person charged with or convicted of any of the criminal offences specified below, committed in Canada, may, in executing such warrant or process, convey such person through any part of the United States to a place in Canada, if such warrant or process is endorsed, or backed, by a judge, magistrate or justice of the peace in the United States, or if the authority of the Secretary of State of the United States for such conveyance is first obtained.

During such conveyance of such person through the United States, such officer may keep such person in his custody, and in case of escape may recapture him.

The foregoing provision shall apply only to persons charged with or convicted of offences of the following descriptions: <sup>2</sup>

1. Offences for which extradition is at the time authorized by a treaty in force between the United States and Great Britain.
2. Assault with intent to commit grievous bodily harm.
3. Assault upon an officer of the law in the execution of his duty.

The United States and the Dominion of Canada may by concurrent legislation make further or other regulations for authenticating the warrant or process under which the person in custody is to be conveyed, as before provided.

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<sup>2</sup> For an addition to the list of offenses, see *ibid.*

## ARTICLE II

## WRECKING AND SALVAGE

The High Contracting Parties agree that vessels and wrecking appliances, either from the United States or from the Dominion of Canada, may save any property wrecked and may render aid and assistance to any vessels wrecked, disabled or in distress in the waters or on the shores of the other country in that portion of the St. Lawrence River through which the International Boundary line extends, and in Lake Ontario, Lake Erie, Lake St. Clair, Lake Huron, and Lake Superior, and in the Rivers Niagara, Detroit, St. Clair, and Ste. Marie, and the Canals at Sault Ste. Marie, and on the shores and in the waters of the other country along the Atlantic and Pacific Coasts within a distance of thirty miles from the International Boundary on such Coasts.

It is further agreed that such reciprocal wrecking and salvage privileges shall include all necessary towing incident thereto, and that nothing in the Customs, Coasting or other laws or regulations of either country shall restrict in any manner the salving operations of such vessels or wrecking appliances.

Vessels from either country employed in salving in the waters of the other shall, as soon as practicable afterwards, make full report at the nearest custom house of the country in whose waters such salving takes place.

## ARTICLE III

This Treaty shall remain in force for ten years after its date and thereafter until terminated by twelve months' written notice given by either High Contracting Party to the other.

## ARTICLE IV

This Treaty shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by His Britannic Majesty; and the ratifications shall be exchanged in Washington as soon as possible.

In faith whereof the respective Plenipotentiaries have signed this Treaty in duplicate and have hereunto affixed their seals.

Done at Washington the eighteenth day of May, in the year of our Lord one thousand nine hundred and eight.

ROBERT BACON	[SEAL]
JAMES BRYCE	[SEAL]

## NEWFOUNDLAND FISHERIES

*Exchange of notes at London July 15 and 23, 1908, modifying and extending agreement of September 4 and 6, 1907*<sup>1</sup>

*Entered into force July 23, 1908*

*Modified and extended by agreement of July 22 and September 8, 1909*<sup>2</sup>

I Malloy 832; Treaty Series 504

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, July 15, 1908

YOUR EXCELLENCY, On the 18th ultimo Your Excellency proposed on behalf of the United States Government that, as arbitration in regard to the Newfoundland fisheries question could not be arranged before the forthcoming fishery season, the "modus vivendi" of last year should be renewed with the same elasticity as before for the parties concerned to make local arrangements satisfactory to both sides.

I have the honor to inform Your Excellency that the Newfoundland government, having been consulted on the subject, have expressed the desire that the herring fishery during the ensuing season should be conducted on the same principles as in the season of 1907, and formally undertake to permit during this year the conduct of the herring fishery as last year.

As the arrangements for last year were admittedly satisfactory to all concerned in the fishing, His Majesty's Government hope that the United States Government will see their way to accept this formal assurance on the part of the Newfoundland government as a satisfactory arrangement for the season of 1908. If this course be adopted it would seem unnecessary to enter into any further formal arrangements, seeing that the communication of this assurance to the United States Government and its acceptance by them would be tantamount to a modus vivendi.

I have the honor to be, with the highest consideration, your excellency's most obedient, humble servant,

For Sir Edward Grey,  
LOUIS MALLET

His Excellency the Honorable WHITELAW REID,  
*etc., etc., etc.*

<sup>1</sup> TS 488, *ante*, p. 290.

<sup>2</sup> TS 533, *post*, p. 339.

*The American Ambassador to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY,  
London, July 23, 1908

SIR, The reply, in your letter of July 15th, 1908, to my proposal of June 18th, for a renewal of last year's *modus vivendi* for the approaching Newfoundland fisheries season, with the same elasticity as before for local arrangements, has been duly considered.

I am gratified to learn that the Newfoundland Government was so well satisfied with the result of these arrangements under the *modus vivendi* for last year that it offers a formal undertaking that the American fishermen shall be permitted to conduct the herring fisheries this year in the same way.

It is proper to observe that our fishermen would have preferred last year, and would prefer now to work the fisheries with purse seines, as heretofore, as provided in the *modus vivendi* of 1906. But they yielded last year to the strong wishes of the Newfoundland Government in this matter, and joined in the arrangement under the elastic clause at the close of the *modus vivendi* of 1907 by which, with the approval of the British and American Governments, they gave up also other claims in return for certain concessions. I must reserve their right to these and to purse seines, as heretofore enjoyed, as not now abandoned, and therefore to be duly considered in the pending arbitration before the Hague Tribunal.<sup>3</sup>

But with this reservation and with the approval of my Government, I now have pleasure in accepting the offer that the herring fishery during the ensuing season shall be conducted on the same principles as in the season of 1907, and the formal undertaking against interference with this by the Newfoundland Government, as a substantial agreement on my proposal of June 18th.

We unite also with you in regarding this exchange of letters as constituting in itself a satisfactory agreement for the season of 1908, without the necessity for any further formal correspondence.

I am glad to add that Mr. Alexander of the United States Fish Commission, will be sent again this year to the treaty shore, and that my Government feels sure that, through his influence, there will be general willingness to carry out the spirit of the understanding and work on the lines of least resistance.

I have the honor to be, with the highest consideration, Sir, your most obedient, humble servant,

WHITELAW REID

The right honorable Sir EDWARD GREY, Bt.,  
*etc., etc., etc.*

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<sup>3</sup> See convention signed at Washington Apr. 4, 1908 (TS 494), *ante*, p. 295.

## BOUNDARY WATERS

*Treaty signed at Washington January 11, 1909*

*Senate advice and consent to ratification, with an understanding,  
March 3, 1909*<sup>1</sup>

*Ratified by the United Kingdom March 31, 1910*

*Ratified by the President of the United States, with an understanding,  
April 1, 1910*<sup>1</sup>

*Ratifications exchanged at Washington May 5, 1910*

*Entered into force May 5, 1910*

*Proclaimed by the President of the United States May 13, 1910*

*Article V partially terminated October 10, 1950, by treaty of February 27, 1950*<sup>2</sup>

36 Stat. 2448; Treaty Series 548

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being equally desirous to prevent disputes regarding the use of boundary waters and to settle all questions which are now pending between the United States and the Dominion of Canada involving the rights, obligations, or interests of either in relation to the other or to the inhabitants of the other, along their common frontier, and to make provision for the adjustment and settlement of all such questions as may hereafter arise, have resolved to conclude a treaty in furtherance of these ends, and for that purpose have appointed as their respective plenipotentiaries:

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<sup>1</sup> The U.S. understanding reads as follows: “. . . nothing in this treaty shall be construed as affecting, or changing, any existing territorial or riparian rights in the water, or rights of the owners of lands under water, on either side of the international boundary at the rapids of the St. Mary's river at Sault Ste. Marie, in the use of the waters flowing over such lands, subject to the requirements of navigation in boundary waters and of navigation canals, and without prejudice to the existing right of the United States and Canada, each to use the waters of the St. Mary's river, within its own territory, and further, that nothing in this treaty shall be construed to interfere with the drainage of wet swamp and overflowed lands into streams flowing into boundary waters, and that this interpretation will be mentioned in the ratification of this treaty as conveying the true meaning of the treaty, and will, in effect, form part of the treaty.”

A protocol of exchange embodying this understanding was signed at Washington May 5, 1910, and ratified by the United Kingdom June 4, 1910.

<sup>2</sup> 1 UST 694; TIAS 2130.

The President of the United States of America, Elihu Root, Secretary of State of the United States; and

His Britannic Majesty, the Right Honorable James Bryce, O.M., his Ambassador Extraordinary and Plenipotentiary at Washington;

Who, after having communicated to one another their full powers, found in good and due form, have agreed upon the following articles:

#### PRELIMINARY ARTICLE

For the purposes of this treaty boundary waters are defined as the waters from main shore to main shore of the lakes and rivers and connecting waterways, or the portions thereof, along which the international boundary between the United States and the Dominion of Canada passes, including all bays, arms, and inlets thereof, but not including tributary waters which in their natural channels would flow into such lakes, rivers, and waterways, or waters flowing from such lakes, rivers, and waterways, or the waters of rivers flowing across the boundary.

#### ARTICLE I

The High Contracting Parties agree that the navigation of all navigable boundary waters shall forever continue free and open for the purposes of commerce to the inhabitants and to the ships, vessels, and boats of both countries equally, subject, however, to any laws and regulations of either country, within its own territory, not inconsistent with such privilege of free navigation and applying equally and without discrimination to the inhabitants, ships, vessels, and boats of both countries.

It is further agreed that so long as this treaty shall remain in force, this same right of navigation shall extend to the waters of Lake Michigan and to all canals connecting boundary waters, and now existing or which may hereafter be constructed on either side of the line. Either of the High Contracting Parties may adopt rules and regulations governing the use of such canals within its own territory and may charge tolls for the use thereof, but all such rules and regulations and all tolls charged shall apply alike to the subjects or citizens of the High Contracting Parties and the ships, vessels, and boats of both of the High Contracting Parties, and they shall be placed on terms of equality in the use thereof.

#### ARTICLE II

Each of the High Contracting Parties reserves to itself or to the several State Governments on the one side and the Dominion or Provincial Governments on the other as the case may be, subject to any treaty provisions now existing with respect thereto, the exclusive jurisdiction and control over the use and diversion, whether temporary or permanent, of all waters on its

own side of the line which in their natural channels would flow across the boundary or into boundary waters; but it is agreed that any interference with or diversion from their natural channel of such waters on either side of the boundary, resulting in any injury on the other side of the boundary, shall give rise to the same rights and entitle the injured parties to the same legal remedies as if such injury took place in the country where such diversion or interference occurs; but this provision shall not apply to cases already existing or to cases expressly covered by special agreement between the parties hereto.

It is understood, however, that neither of the High Contracting Parties intends by the foregoing provision to surrender any right, which it may have, to object to any interference with or diversions of waters on the other side of the boundary the effect of which would be productive of material injury to the navigation interests on its own side of the boundary.

### ARTICLE III

It is agreed that, in addition to the uses, obstructions, and diversions heretofore permitted or hereafter provided for by special agreement between the Parties hereto, no further or other uses or obstructions or diversions, whether temporary or permanent, of boundary waters on either side of the line, affecting the natural level or flow of boundary waters on the other side of the line, shall be made except by authority of the United States or the Dominion of Canada within their respective jurisdictions and with the approval, as hereinafter provided, of a joint commission, to be known as the International Joint Commission.

The foregoing provisions are not intended to limit or interfere with the existing rights of the Government of the United States on the one side and the Government of the Dominion of Canada on the other, to undertake and carry on governmental works in boundary waters for the deepening of channels, the construction of breakwaters, the improvement of harbors, and other governmental works for the benefit of commerce and navigation, provided that such works are wholly on its own side of the line and do not materially affect the level or flow of the boundary waters on the other, nor are such provisions intended to interfere with the ordinary use of such waters for domestic and sanitary purposes.

### ARTICLE IV

The High Contracting Parties agree that, except in cases provided for by special agreement between them, they will not permit the construction or maintenance on their respective sides of the boundary of any remedial or protective works or any dams or other obstructions in waters flowing from boundary waters or in waters at a lower level than the boundary in rivers flowing across the boundary, the effect of which is to raise the natural

level of waters on the other side of the boundary unless the construction or maintenance thereof is approved by the aforesaid International Joint Commission.

It is further agreed that the waters herein defined as boundary waters and waters flowing across the boundary shall not be polluted on either side to the injury of health or property on the other.

#### ARTICLE V

The High Contracting Parties agree that it is expedient to limit the diversion of waters from the Niagara River so that the level of Lake Erie and the flow of the stream shall not be appreciably affected. It is the desire of both Parties to accomplish this object with the least possible injury to investments which have already been made in the construction of power plants on the United States side of the river under grants of authority from the State of New York, and on the Canadian side of the river under licenses authorized by the Dominion of Canada and the Province of Ontario.

So long as this treaty shall remain in force, no diversion of the waters of the Niagara River above the Falls from the natural course and stream thereof shall be permitted except for the purposes and to the extent hereinafter provided.

The United States may authorize and permit the diversion within the State of New York of the waters of said river above the Falls of Niagara, for power purposes, not exceeding in the aggregate a daily diversion at the rate of twenty thousand cubic feet of water per second.<sup>3</sup>

The United Kingdom, by the Dominion of Canada, or the Province of Ontario, may authorize and permit the diversion within the Province of Ontario of the waters of said river above the Falls of Niagara, for power purposes, not exceeding in the aggregate a daily diversion at the rate of thirty-six thousand cubic feet of water per second.<sup>3</sup>

The prohibitions of this article shall not apply to the diversions of water for sanitary or domestic purposes, or for the service of canals for the purposes of navigation.<sup>3</sup>

#### ARTICLE VI

The High Contracting Parties agree that the St. Mary and Milk Rivers and their tributaries (in the State of Montana and the Provinces of Alberta and Saskatchewan) are to be treated as one stream for the purposes of irrigation and power, and the waters thereof shall be apportioned equally between the two countries, but in making such equal apportionment more than half may be taken from one river and less than half from the other by either country so as to afford a more beneficial use to each. It is further agreed that in the

<sup>3</sup> The third, fourth and fifth paragraphs of art. V were terminated Oct. 10, 1950, by treaty of Feb. 27, 1950 (1 UST 694; TIAS 2130).

division of such waters during the irrigation season, between the 1st of April and 31st of October, inclusive, annually, the United States is entitled to a prior appropriation of 500 cubic feet per second of the waters of the Milk River, or so much of such amount as constitutes three-fourths of its natural flow, and that Canada is entitled to a prior appropriation of 500 cubic feet per second of the flow of St. Mary River, or so much of such amount as constitutes three-fourths of its natural flow.

The channel of the Milk River in Canada may be used at the convenience of the United States for the conveyance, while passing through Canadian territory, of waters diverted from the St. Mary River. The provisions of Article II of this treaty shall apply to any injury resulting to property in Canada from the conveyance of such waters through the Milk River.

The measurement and apportionment of the water to be used by each country shall from time to time be made jointly by the properly constituted reclamation officers of the United States and the properly constituted irrigation officers of His Majesty under the direction of the International Joint Commission.

#### ARTICLE VII

The High Contracting Parties agree to establish and maintain an International Joint Commission of the United States and Canada composed of six commissioners, three on the part of the United States appointed by the President thereof, and three on the part of the United Kingdom appointed by His Majesty on the recommendation of the Governor in Council of the Dominion of Canada.

#### ARTICLE VIII

This International Joint Commission shall have jurisdiction over and shall pass upon all cases involving the use or obstruction or diversion of the waters with respect to which under Articles III and IV of this treaty the approval of this Commission is required, and in passing upon such cases the Commission shall be governed by the following rules or principles which are adopted by the High Contracting Parties for this purpose:

The High Contracting Parties shall have, each on its own side of the boundary, equal and similar rights in the use of the waters hereinbefore defined as boundary waters.

The following order of precedence shall be observed among the various uses enumerated hereinafter for these waters, and no use shall be permitted which tends materially to conflict with or restrain any other use which is given preference over it in this order of precedence:

- (1) Uses for domestic and sanitary purposes;
- (2) Uses for navigation, including the service of canals for the purposes of navigation;
- (3) Uses for power and for irrigation purposes.

The foregoing provisions shall not apply to or disturb any existing uses of boundary waters on either side of the boundary.

The requirement for an equal division may in the discretion of the Commission be suspended in cases of temporary diversions along boundary waters at points where such equal division can not be made advantageously on account of local conditions, and where such diversion does not diminish elsewhere the amount available for use on the other side.

The Commission in its discretion may make its approval in any case conditional upon the construction of remedial or protective works to compensate so far as possible for the particular use or diversion proposed, and in such cases may require that suitable and adequate provision, approved by the Commission, be made for the protection and indemnity against injury of any interests on either side of the boundary.

In cases involving the elevation of the natural level of waters on either side of the line as a result of the construction or maintenance on the other side of remedial or protective works or dams or other obstructions in boundary waters or in waters flowing therefrom or in waters below the boundary in rivers flowing across the boundary, the Commission shall require, as a condition of its approval thereof, that suitable and adequate provision, approved by it, be made for the protection and indemnity of all interests on the other side of the line which may be injured thereby.

The majority of the Commissioners shall have power to render a decision. In case the Commission is evenly divided upon any question or matter presented to it for decision, separate reports shall be made by the Commissioners on each side to their own Government. The High Contracting Parties shall thereupon endeavor to agree upon an adjustment of the question or matter of difference, and if an agreement is reached between them, it shall be reduced to writing in the form of a protocol, and shall be communicated to the Commissioners, who shall take such further proceedings as may be necessary to carry out such agreement.

#### ARTICLE IX

The High Contracting Parties further agree that any other questions or matters of difference arising between them involving the rights, obligations, or interests of either in relation to the other or to the inhabitants of the other, along the common frontier between the United States and the Dominion of Canada, shall be referred from time to time to the International Joint Commission for examination and report, whenever either the Government of the United States or the Government of the Dominion of Canada shall request that such questions or matters of difference be so referred.

The International Joint Commission is authorized in each case so referred to examine into and report upon the facts and circumstances of the particular questions and matters referred, together with such conclusions and

recommendations as may be appropriate, subject, however, to any restrictions or exceptions which may be imposed with respect thereto by the terms of the reference.

Such reports of the Commission shall not be regarded as decisions of the questions or matters so submitted either on the facts or the law, and shall in no way have the character of an arbitral award.

The Commission shall make a joint report to both Governments in all cases in which all or a majority of the Commissioners agree, and in case of disagreement the minority may make a joint report to both Governments, or separate reports to their respective Governments.

In case the Commission is evenly divided upon any question or matter referred to it for report, separate reports shall be made by the Commissioners on each side to their own Government.

#### ARTICLE X

Any questions or matters of difference arising between the High Contracting Parties involving the rights, obligations, or interests of the United States or of the Dominion of Canada either in relation to each other or to their respective inhabitants, may be referred for decision to the International Joint Commission by the consent of the two Parties, it being understood that on the part of the United States any such action will be by and with the advice and consent of the Senate, and on the part of His Majesty's Government with the consent of the Governor General in Council. In each case so referred, the said Commission is authorized to examine into and report upon the facts and circumstances of the particular questions and matters referred, together with such conclusions and recommendations as may be appropriate, subject, however, to any restrictions or exceptions which may be imposed with respect thereto by the terms of the reference.

A majority of the said Commission shall have power to render a decision or finding upon any of the questions or matters so referred.

If the said Commission is equally divided or otherwise unable to render a decision or finding as to any questions or matters so referred, it shall be the duty of the Commissioners to make a joint report to both Governments, or separate reports to their respective Governments, showing the different conclusions arrived at with regard to the matters or questions so referred, which questions or matters shall thereupon be referred for decision by the High Contracting Parties to an umpire chosen in accordance with the procedure prescribed in the fourth, fifth, and sixth paragraphs of Article XLV of The Hague Convention for the pacific settlement of international disputes, dated October 18, 1907.<sup>4</sup> Such umpire shall have power to render a final decision with respect to those matters and questions so referred on which the Commission failed to agree.

<sup>4</sup> TS 536, *ante*, vol 1, p. 593.

## ARTICLE XI

A duplicate original of all decisions rendered and joint reports made by the Commission shall be transmitted to and filed with the Secretary of State of the United States and the Governor General of the Dominion of Canada, and to them shall be addressed all communications of the Commission.

## ARTICLE XII

The International Joint Commission shall meet and organize at Washington promptly after the members thereof are appointed, and when organized the Commission may fix such times and places for its meetings as may be necessary, subject at all times to special call or direction by the two Governments. Each Commissioner, upon the first joint meeting of the Commission after his appointment, shall, before proceeding with the work of the Commission, make and subscribe a solemn declaration in writing that he will faithfully and impartially perform the duties imposed upon him under this treaty, and such declaration shall be entered on the records of the proceedings of the Commission.

The United States and Canadian sections of the Commission may each appoint a secretary, and these shall act as joint secretaries of the Commission at its joint sessions, and the Commission may employ engineers and clerical assistants from time to time as it may deem advisable. The salaries and personal expenses of the Commission and of the secretaries shall be paid by their respective Governments, and all reasonable and necessary joint expenses of the Commission, incurred by it, shall be paid in equal moieties by the High Contracting Parties.

The Commission shall have power to administer oaths to witnesses, and to take evidence on oath whenever deemed necessary in any proceeding, or inquiry, or matter within its jurisdiction under this treaty, and all parties interested therein shall be given convenient opportunity to be heard, and the High Contracting Parties agree to adopt such legislation as may be appropriate and necessary to give the Commission the powers above mentioned on each side of the boundary, and to provide for the issue of subpoenas and for compelling the attendance of witnesses in proceedings before the Commission. The Commission may adopt such rules of procedure as shall be in accordance with justice and equity, and may make such examination in person and through agents or employees as may be deemed advisable.

## ARTICLE XIII

In all cases where special agreements between the High Contracting Parties hereto are referred to in the foregoing articles, such agreements are understood and intended to include not only direct agreements between the High Contracting Parties, but also any mutual arrangement between the United

States and the Dominion of Canada expressed by concurrent or reciprocal legislation on the part of Congress and the Parliament of the Dominion.

#### ARTICLE XIV

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 His Britannic Majesty. The ratifications shall be exchanged at Washington as soon as possible and the treaty shall take effect on the date of the exchange of its ratifications. It shall remain in force for five years, dating from the day of exchange of ratifications, and thereafter until terminated by twelve months' written notice given by either High Contracting Party to the other.

IN FAITH WHEREOF the respective plenipotentiaries have signed this treaty in duplicate and have hereunto affixed their seals.

DONE at Washington the 11th day of January, in the year of our Lord one thousand nine hundred and nine.

ELIHU ROOT	[SEAL]
JAMES BRYCE	[SEAL]

## ARBITRATION: NORTH ATLANTIC COAST FISHERIES

*Special agreement signed at Washington January 27, 1909; exchanges of notes at Washington January 27, February 21, and March 4, 1909*

*Senate advice and consent to ratification, with an understanding, February 18, 1909*<sup>1</sup>

*Confirmed by exchange of notes at Washington March 4, 1909*

*Entered into force March 5, 1909*

*Award rendered by Permanent Court of Arbitration September 7, 1910*<sup>2</sup>

*Terminated by agreement of July 20, 1912*<sup>3</sup>

36 Stat. 2141; Treaty Series 521

SPECIAL AGREEMENT FOR THE SUBMISSION OF QUESTIONS RELATING TO  
FISHERIES ON THE NORTH ATLANTIC COAST UNDER THE GENERAL  
TREATY OF ARBITRATION CONCLUDED BETWEEN THE UNITED STATES  
AND GREAT BRITAIN ON THE 4TH DAY OF APRIL, 1908

### ARTICLE I

Whereas, by Article I of the Convention signed at London on the 20th day of October, 1818,<sup>4</sup> between the United States and Great Britain, it was agreed as follows:

“Whereas differences have arisen respecting the Liberty claimed by the United States for the Inhabitants thereof, to take, dry and cure Fish on Cer-

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<sup>1</sup> The U.S. understanding reads as follows: “. . . it is agreed by the United States and Great Britain that question 5 of the series submitted, namely, ‘from where must be measured the three marine miles of any of the coasts, bays, creeks or harbors referred to in said Article?’ does not include any question as to the Bay of Fundy, considered as a whole apart from its bays or creeks, or as to innocent passage through the Gut of Canso, and that the respective views or contentions of the United States and Great Britain on either subject shall be in no wise prejudiced by anything in the present arbitration, and that this agreement on the part of the United States will be mentioned in the ratification of the special agreement and will, in effect, form part of this special agreement.”

<sup>2</sup> For text, see 1910 For. Rel. 544.

<sup>3</sup> TS 572, *post*, p. 357.

<sup>4</sup> TS 112, *ante*, p. 57.

tain Coasts, Bays, Harbours and Creeks of His Britannic Majesty's Dominions in America, it is agreed between the High Contracting Parties, that the Inhabitants of the said United States shall have forever, in common with the Subjects of His Britannic Majesty, the Liberty to take Fish of every kind on that part of the Southern Coast of Newfoundland which extends from Cape Ray to the Rameau Islands, on the Western and Northern Coast of Newfoundland, from the said Cape Ray to the Quirpon Islands on the shores of the Magdalen Islands, and also on the Coasts, Bays, Harbours, and Creeks from Mount Joly on the Southern Coast of Labrador, to and through the Straits of Belleisle and thence Northwardly indefinitely along the Coast, without prejudice however, to any of the exclusive Rights of the Hudson Bay Company; and that the American Fishermen shall also have liberty forever, to dry and cure Fish in any of the unsettled Bays, Harbours, and Creeks of the Southern part of the Coast of Newfoundland hereabove described, and of the Coast of Labrador; but so soon as the same, or any Portion thereof, shall be settled, it shall not be lawful for the said Fishermen to dry or cure Fish at such Portion so settled, without previous agreement for such purpose with the Inhabitants, Proprietors, or Possessors of the ground.—And the United States hereby renounce forever, any Liberty heretofore enjoyed or claimed by the Inhabitants thereof, to take, dry, or cure Fish on, or within three marine Miles of any of the Coasts, Bays, Creeks, or Harbours of His Britannic Majesty's Dominions in America not included within the above mentioned limits; provided, however, that the American Fishermen shall be admitted to enter such Bays or Harbours for the purpose of Shelter and of repairing Damages therein, of purchasing Wood, and of obtaining Water, and for no other purpose whatever. But they shall be under such Restrictions as may be necessary to prevent their taking, drying or curing Fish therein, or in any other manner whatever abusing the Privileges hereby reserved to them."

And, whereas, differences have arisen as to the scope and meaning of the said Article, and of the liberties therein referred to, and otherwise in respect of the rights and liberties which the inhabitants of the United States have or claim to have in the waters or on the shores therein referred to:

It is agreed that the following questions shall be submitted for decision to a tribunal of arbitration constituted as hereinafter provided:

*Question 1.* To what extent are the following contentions or either of them justified?

It is contended on the part of Great Britain that the exercise of the liberty to take fish referred to in the said Article, which the inhabitants of the United States have forever in common with the subjects of His Britannic Majesty, is subject, without the consent of the United States, to reasonable regulation by Great Britain, Canada, or Newfoundland in the form of municipal laws,

ordinances, or rules, as, for example, to regulations in respect of (1) the hours, days, or seasons when fish may be taken on the treaty coasts; (2) the method, means, and implements to be used in the taking of fish or in the carrying on of fishing operations on such coasts; (3) any other matters of a similar character relating to fishing; such regulations being reasonable, as being, for instance—

(a) Appropriate or necessary for the protection and preservation of such fisheries and the exercise of the rights of British subjects therein and of the liberty which by the said Article I the inhabitants of the United States have therein in common with British subjects;

(b) Desirable on grounds of public order and morals;

(c) Equitable and fair as between local fishermen and the inhabitants of the United States exercising the said treaty liberty and not so framed as to give unfairly an advantage to the former over the latter class.

It is contended on the part of the United States that the exercise of such liberty is not subject to limitations or restraints by Great Britain, Canada, or Newfoundland in the form of municipal laws, ordinances, or regulations in respect of (1) the hours, days, or seasons when the inhabitants of the United States may take fish on the treaty coasts, or (2) the method, means, and implements used by them in taking fish or in carrying on fishing operations on such coasts, or (3) any other limitations or restraints of similar character—

(a) Unless they are appropriate and necessary for the protection and preservation of the common rights in such fisheries and the exercise thereof; and

(b) Unless they are reasonable in themselves and fair as between local fishermen and fishermen coming from the United States, and not so framed as to give an advantage to the former over the latter class; and

(c) Unless their appropriateness, necessity, reasonableness, and fairness be determined by the United States and Great Britain by common accord and the United States concurs in their enforcement.

*Question 2.* Have the inhabitants of the United States, while exercising the liberties referred to in said Article, a right to employ as members of the fishing crews of their vessels persons not inhabitants of the United States?

*Question 3.* Can the exercise by the inhabitants of the United States of the liberties referred to in the said Article be subjected, without the consent of the United States, to the requirements of entry or report at custom-houses or the payment of light or harbor or other dues, or to any other similar requirement or condition or exaction?

*Question 4.* Under the provision of the said Article that the American fishermen shall be admitted to enter certain bays or harbors for shelter, re-

pairs, wood, or water, and for no other purpose whatever, but that they shall be under such restrictions as may be necessary to prevent their taking, drying, or curing fish therein or in any other manner whatever abusing the privileges thereby reserved to them, is it permissible to impose restrictions making the exercise of such privileges conditional upon the payment of light or harbor or other dues, or entering or reporting at custom-houses or any similar conditions?

*Question 5.* From where must be measured the "three marine miles of any of the coasts, bays, creeks, or harbors" referred to in the said Article?

*Question 6.* Have the inhabitants of the United States the liberty under the said Article or otherwise, to take fish in the bays, harbors, and creeks on that part of the southern coast of Newfoundland which extends from Cape Ray to Rameau Islands, or on the western and northern coasts of Newfoundland from Cape Ray to Quirpon Islands, or on the Magdalen Islands?

*Question 7.* Are the inhabitants of the United States whose vessels resort to the treaty coasts for the purpose of exercising the liberties referred to in Article I of the treaty of 1818 entitled to have for those vessels, when duly authorized by the United States in that behalf, the commercial privileges on the treaty coasts accorded by agreement or otherwise to United States trading vessels generally?

## ARTICLE II

Either Party may call the attention of the Tribunal to any legislative or executive act of the other Party, specified within three months of the exchange of notes enforcing this agreement, and which is claimed to be inconsistent with the true interpretation of the treaty of 1818; and may call upon the Tribunal to express in its award its opinion upon such acts, and to point out in what respects, if any, they are inconsistent with the principles laid down in the award in reply to the preceding questions; and each Party agrees to conform to such opinion.

## ARTICLE III

If any question arises in the arbitration regarding the reasonableness of any regulation or otherwise which requires an examination of the practical effect of any provisions in relation to the conditions surrounding the exercise of the liberty of fishery enjoyed by the inhabitants of the United States, or which requires expert information about the fisheries themselves, the Tribunal may, in that case, refer such question to a commission of three expert specialists in such matters; one to be designated by each of the Parties hereto, and the third, who shall not be a national of either Party, to be designated by the Tribunal. This Commission shall examine into and report their conclusions on any question or questions so referred to it by the Tribunal and such report shall be considered by the Tribunal and shall, if incorporated by them in the award, be accepted as a part thereof.

Pending the report of the Commission upon the question or questions so referred and without awaiting such report, the Tribunal may make a separate award upon all or any other questions before it, and such separate award, if made, shall become immediately effective, provided that the report aforesaid shall not be incorporated in the award until it has been considered by the Tribunal. The expenses of such Commission shall be borne in equal moieties by the Parties hereto.

#### ARTICLE IV

The Tribunal shall recommend for the consideration of the High Contracting Parties rules and a method of procedure under which all questions which may arise in the future regarding the exercise of the liberties above referred to may be determined in accordance with the principles laid down in the award. If the High Contracting Parties shall not adopt the rules and method of procedure so recommended, or if they shall not, subsequently to the delivery of the award, agree upon such rules and methods, then any differences which may arise in the future between the High Contracting Parties relating to the interpretation of the treaty of 1818 or to the effect and application of the award of the Tribunal shall be referred informally to the Permanent Court at The Hague for decision by the summary procedure provided in Chapter IV of The Hague Convention of the 18th of October, 1907.<sup>5</sup>

#### ARTICLE V

The Tribunal of Arbitration provided for herein shall be chosen from the general list of members of the Permanent Court at The Hague, in accordance with the provisions of Article XLV of the Convention for the Settlement of International Disputes, concluded at the Second Peace Conference at The Hague on the 18th of October, 1907. The provisions of said Convention, so far as applicable and not inconsistent herewith, and excepting Articles LIII and LIV, shall govern the proceedings under the submission herein provided for.

The time allowed for the direct agreement of the President of the United States and His Britannic Majesty on the composition of such Tribunal shall be three months.

#### ARTICLE VI

The pleadings shall be communicated in the order and within the time following:

As soon as may be and within a period not exceeding seven months from the date of the exchange of notes making this agreement binding the printed case of each of the Parties hereto, accompanied by printed copies of the

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<sup>5</sup> TS 536, *ante*, vol. 1, p. 601.

documents, the official correspondence, and all other evidence on which each Party relies, shall be delivered in duplicate (with such additional copies as may be agreed upon) to the agent of the other Party. It shall be sufficient for this purpose if such case is delivered at the British Embassy at Washington or at the American Embassy at London, as the case may be, for transmission to the agent for its Government.

Within fifteen days thereafter such printed case and accompanying evidence of each of the Parties shall be delivered in duplicate to each member of the Tribunal, and such delivery may be made by depositing within the stated period the necessary number of copies with the International Bureau at The Hague for transmission to the Arbitrators.

After the delivery on both sides of such printed case, either Party may, in like manner, and within four months after the expiration of the period above fixed for the delivery to the agents of the case, deliver to the agent of the other Party (with such additional copies as may be agreed upon), a printed counter-case accompanied by printed copies of additional documents, correspondence, and other evidence in reply to the case, documents, correspondence, and other evidence so presented by the other Party, and within fifteen days thereafter such Party shall, in like manner as above provided, deliver in duplicate such counter-case and accompanying evidence to each of the Arbitrators.

The foregoing provisions shall not prevent the Tribunal from permitting either Party to rely at the hearing upon documentary or other evidence which is shown to have become open to its investigation or examination or available for use too late to be submitted within the period hereinabove fixed for the delivery of copies of evidence, but in case any such evidence is to be presented, printed copies of it, as soon as possible after it is secured, must be delivered, in like manner as provided for the delivery of copies of other evidence, to each of the Arbitrators and to the agent of the other Party. The admission of any such additional evidence, however, shall be subject to such conditions as the Tribunal may impose, and the other Party shall have a reasonable opportunity to offer additional evidence in rebuttal.

The Tribunal shall take into consideration all evidence which is offered by either Party.

## ARTICLE VII

If in the case or counter-case (exclusive of the accompanying evidence) either Party shall have specified or referred to any documents, correspondence, or other evidence in its own exclusive possession without annexing a copy, such Party shall be bound, if the other Party shall demand it within thirty days after the delivery of the case or counter-case respectively, to furnish to the Party applying for it a copy thereof; and either Party may, within the like time, demand that the other shall furnish certified copies or produce

for inspection the originals of any documentary evidence adduced by the Party upon whom the demand is made. It shall be the duty of the Party upon whom any such demand is made to comply with it as soon as may be, and within a period not exceeding fifteen days after the demand has been received. The production for inspection or the furnishing to the other Party of official governmental publications, publishing, as authentic, copies of the documentary evidence referred to, shall be a sufficient compliance with such demand, if such governmental publications shall have been published prior to the 1st day of January, 1908. If the demand is not complied with, the reasons for the failure to comply must be stated to the Tribunal.

#### ARTICLE VIII

The Tribunal shall meet within six months after the expiration of the period above fixed for the delivery to the agents of the case, and upon the assembling of the Tribunal at its first session each Party, through its agent or counsel, shall deliver in duplicate to each of the Arbitrators and to the agent and counsel of the other party (with such additional copies as may be agreed upon) a printed argument showing the points and referring to the evidence upon which it relies.

The time fixed by this Agreement for the delivery of the case, counter-case, or argument, and for the meeting of the Tribunal, may be extended by mutual consent of the Parties.

#### ARTICLE IX

The decision of the Tribunal shall, if possible, be made within two months from the close of the arguments on both sides, unless on the request of the Tribunal the Parties shall agree to extend the period.

It shall be made in writing, and dated and signed by each member of the Tribunal, and shall be accompanied by a statement of reasons.

A member who may dissent from the decision may record his dissent when signing.

The language to be used throughout the proceedings shall be English.

#### ARTICLE X

Each Party reserves to itself the right to demand a revision of the award. Such demand shall contain a statement of the grounds on which it is made and shall be made within five days of the promulgation of the award, and shall be heard by the Tribunal within ten days thereafter. The Party making the demands shall serve a copy of the same on the opposite Party, and both Parties shall be heard in argument by the Tribunal on said demand. The demand can only be made on the discovery of some new fact or circumstance calculated to exercise a decisive influence upon the award and which was unknown to the Tribunal and to the Party demanding the revision at

the time the discussion was closed, or upon the ground that the said award does not fully and sufficiently, within the meaning of this Agreement, determine any question or questions submitted. If the Tribunal shall allow the demand for a revision, it shall afford such opportunity for further hearings and arguments as it shall deem necessary.

# ARTICLE XI

The present Agreement shall be deemed to be binding only when confirmed by the two Governments by an exchange of notes.

In witness whereof this Agreement has been signed and sealed by the Secretary of State of the United States, Elihu Root, on behalf of the United States, and by His Britannic Majesty's Ambassador at Washington, The Right Honorable James Bryce, O.M., on behalf of Great Britain.

Done at Washington on the 27th day of January, one thousand nine hundred and nine.

ELIHU ROOT	[SEAL]
JAMES BRYCE	[SEAL]

## EXCHANGES OF NOTES

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
Washington, January 27, 1909

EXCELLENCY: In order to place officially on record the understanding already arrived at by us in preparing the special agreement which we have signed today for the submission of questions relating to fisheries on the North Atlantic Coast under the general Treaty of Arbitration concluded between the United States and Great Britain on the fourth day of April, 1908,<sup>6</sup> I have the honor to declare on behalf of the Government of the United States that Question 5 of the series submitted, namely, "From where must be measured the 'three marine miles of any of the coasts, bays, creeks, or harbors' referred to in the said Article" is submitted in its present form with the agreed understanding that no question as to the Bay of Fundy, considered as a whole apart from its bays or creeks, or as to innocent passage through the Gut of Canso is included in this question as one to be raised in the present Arbitration; it being the intention of the parties that their respective views or contentions on either subject shall be in no wise prejudiced by anything in the present Arbitration.

<sup>6</sup> TS 494, *ante*, p. 295.

I have the honor to be, with the highest respect, Your Excellency's most obedient servant,

ELIHU ROOT

His Excellency The Right Honorable  
JAMES BRYCE, O. M.,  
*Ambassador of Great Britain.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, January 27, 1909*

SIR, I have the honour to acknowledge your note of to-day's date and in reply have to declare on behalf of His Majesty's Government, in order to place officially on record the understanding already arrived at by us in preparing the special Agreement which we have signed to-day for the submission of questions relating to fisheries on the North Atlantic Coast under the general Treaty of Arbitration concluded between Great Britain and the United States on the 4th day of April, 1908, that Question 5 of the series submitted, namely, "From where must be measured the 'three marine miles of any of the coasts, bays, creeks or harbours' referred to in the said Article" is submitted in its present form with the agreed understanding that no question as to the Bay of Fundy, considered as a whole apart from its bays and creeks, or as to innocent passage through the Gut of Canso is included in this question as one to be raised in the present arbitration; it being the intention of the parties that their respective views or contentions on either subject shall be in no wise prejudiced by anything in the present arbitration.

I have the honour to be, With the highest consideration, Sir, your most obedient, humble Servant,

JAMES BRYCE

The Honourable ELIHU ROOT,  
*etc., etc., etc.,*  
*Secretary of State.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, February 21, 1909*

No. 541

EXCELLENCY: I have the honor to inform you that the Senate, by its resolution of the 18th instant, gave its advice and consent to the ratification of the Special Agreement between the United States and Great Britain, signed on January 27, 1909, for the submission to the Permanent Court of

Arbitration at The Hague of questions relating to fisheries on the north Atlantic Coast.

In giving this advice and consent to the ratification of the Special Agreement, and as a part of the act of ratification, the Senate states in the resolution its understanding—"that it is agreed by the United States and Great Britain that question 5 of the series submitted, namely, 'from where must be measured the three marine miles of any of the coasts, bays, creeks or harbors referred to in said Article?' does not include any question as to the Bay of Fundy, considered as a whole apart from its bays or creeks, or as to innocent passage through the Gut of Canso, and that the respective views or contentions of the United States and Great Britain on either subject shall be in no wise prejudiced by anything in the present arbitration, and that this agreement on the part of the United States will be mentioned in the ratification of the special agreement and will, in effect, form part of this special agreement."

In thus formally confirming what I stated to you orally, I have the honor to express the hope that you will in like manner formally confirm the assent of His Majesty's Government to this understanding which you heretofore stated to me orally, and that you will be prepared at an early day to exchange the notes confirming the Special Agreement as provided for therein and in the general arbitration convention of June 5, 1908.<sup>7</sup>

I have the honor to be, with the highest consideration, Your Excellency's most obedient servant,

ROBERT BACON

His Excellency The Right Honorable  
JAMES BRYCE, O.M.,  
*Ambassador of Great Britain.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, March 4, 1909*

SIR, I have the honour to acknowledge the receipt of your note informing me that the Senate of the United States has approved the Special Agreement for the reference to arbitration of the questions relating to the fisheries on the North Atlantic Coast and of the terms of the Resolution in which that approval is given.

It is now my duty to inform you that the Government of His Britannic Majesty confirms the Special Agreement aforesaid and in so doing confirms also the understanding arrived at by us that Question V of the series of

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<sup>7</sup> The convention signed at Washington Apr. 4, 1908 (TS 494, *ante*, p. 295), entered into force June 4, 1908, and was proclaimed by the President June 5, 1908.

Questions submitted for arbitration, namely from where must be measured the "three marine miles of any of the coasts, bays, creeks, or harbours" referred to in the said article, is submitted in its present form with the agreed understanding that no question as to the Bay of Fundy considered as a whole apart from its bays or creeks, or as to innocent passage through the Gut of Canso, is included in this question as one to be raised in the present arbitration, it being the intention of the Parties that their respective views or contentions on either subject shall be in no wise prejudiced by anything in the present arbitration.

This understanding is that which was embodied in notes exchanged between your predecessor and myself on January 27th, and is that expressed in the abovementioned Resolution of the Senate of the United States.

I have the honour to be, with the highest respect, Sir, Your most obedient, humble Servant,

JAMES BRYCE

The Honourable ROBERT BACON,  
*Secretary of State.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, March 4, 1909*

EXCELLENCY: I have the honor to acknowledge the receipt of your note of the 4th instant in which you confirm the understanding in the matter of the Special Agreement submitting to arbitration the differences between the Governments of the United States and Great Britain concerning the North Atlantic fisheries, as expressed in the Resolution of the Senate of February 18, 1909, and as previously agreed upon by the interchange of notes with my predecessor of January 27, 1909.

I therefore have the honor to inform you that this Government considers the Special Agreement as in full force and effect from and after the 4th day of March, 1909.

I have the honor to be, with the highest consideration, Your Excellency's most obedient servant,

ROBERT BACON

His Excellency The Right Honorable  
JAMES BRYCE, O. M.,  
*Ambassador of Great Britain.*

## NEWFOUNDLAND FISHERIES

*Exchange of notes at London July 22 and September 8, 1909, modifying  
and extending agreement of July 15 and 23, 1908*

*Entered into force September 8, 1909*

*Terminated by agreement of July 20, 1912*<sup>1</sup>

I Malloy 844; Treaty Series 533

*The American Ambassador to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY,  
London, July 22nd, 1909

SIR,

Inasmuch as under the provisions of the Special Agreement, dated January 27th, 1909,<sup>2</sup> between the United States and Great Britain for the submission to arbitration of certain questions arising with respect to the North Atlantic Coast Fisheries, the decision of the Tribunal on such questions will not be rendered before the summer of 1910, and inasmuch as the Modus Vivendi entered into with Great Britain last July<sup>3</sup> with respect to the Newfoundland Fisheries does not in terms extend beyond the season of 1908, my Government thinks it desirable that the Modus of last year should be renewed for the coming season, and if possible until the termination of the Arbitration proceedings for the settlement of these questions.

I am therefore instructed to propose such a renewal to His Majesty's Government, the understanding on both sides originally having been, as you may remember, that the Modus was entered into pending arbitration.

I have the honour to be, with the highest consideration, Sir, Your most obedient, humble Servant,

WHITELAW REID

The Right Hon<sup>ble</sup> Sir EDWARD GREY, Bt.,  
&c. &c. &c.

<sup>1</sup> TS 572, *post*, p. 357.

<sup>2</sup> TS 521, *ante*, p. 328.

<sup>3</sup> See exchange of notes at London July 15 and 23, 1908 (TS 504), *ante*, p. 317.

*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires*

FOREIGN OFFICE, *September 8th, 1909*

SIR,

In reply to Mr. Whitelaw Reid's note of July 22nd last I have the honour to state that His Majesty's Government agree to the renewal of the *modus vivendi* of 1908 for the regulation of the Newfoundland Fisheries, until the termination of the arbitration proceedings before the Hague Tribunal for the settlement of the Atlantic Fisheries questions.

His Majesty's Government suggest that Mr. Whitelaw Reid's note of July 22nd and my present reply should be regarded as constituting a sufficient ratification of the above understanding without the necessity for embodying it in a more formal document.

I have the honour to be, with high consideration, Sir, Your most obedient, humble Servant,

E. GREY

J. R. CARTER, ESQ.,  
&c. &c. &c.

## BOUNDARIES: PASSAMAQUODDY BAY

*Treaty signed at Washington May 21, 1910*

*Senate advice and consent to ratification June 6, 1910*

*Ratified by the United Kingdom June 23, 1910*

*Ratified by the President of the United States July 13, 1910*

*Ratifications exchanged at Washington August 20, 1910*

*Entered into force August 20, 1910*

*Proclaimed by the President of the United States September 3, 1910*

36 Stat. 2477; Treaty Series 551

### ARTICLE I

WHEREAS, by Article I of the Treaty of April 11, 1908,<sup>1</sup> between the United States and Great Britain, it was agreed that Commissioners should be appointed for the purpose of more accurately defining and marking the international boundary line between the United States and the Dominion of Canada in the waters of Passamaquoddy Bay from the mouth of the St. Croix River to the Bay of Fundy, the description of the location of certain portions of such line being set forth in the aforesaid Article, and it was agreed with respect to the remaining portion of the line that—

each of the High Contracting Parties shall present to the other within six months after the ratification of this Treaty a full printed statement of the evidence, with certified copies of original documents referred to therein which are in its possession, and the arguments upon which it bases its contentions, with a view to arriving at an adjustment of the location of this portion of the line in accordance with the true intent and meaning of the provisions relating thereto of the treaties of 1783<sup>2</sup> and 1814<sup>3</sup> between the United States and Great Britain, and the award of the Commissioners appointed in that behalf under the Treaty of 1814; it being understood that any action by either or both Governments or their representatives authorized in that behalf or by the local governments on either side of the line, whether prior or subsequent to such treaties and award, tending to aid in the interpretation thereof, shall be taken into consideration in determining their true intent and meaning;

<sup>1</sup> TS 497, *ante*, p. 297.

<sup>2</sup> Treaty signed at Paris Sept. 3, 1783 (TS 104, *ante*, p. 8).

<sup>3</sup> Treaty signed at Ghent Dec. 24, 1814 (TS 109, *ante*, p. 41).

And it was further agreed that if such agreement was reached between the Parties the Commissioners aforesaid should lay down and mark this portion of the boundary in accordance therewith and as provided in the said Article, but it was provided that in the event of a failure to agree within a set period, the location of such portion of the line should be determined by reference to arbitration;

AND WHEREAS, the time for reaching an agreement under the provisions of the aforesaid Article expired before such agreement was reached but the High Contracting Parties are nevertheless desirous of arriving at an adjustment of the location of this portion of the line by agreement without resort to arbitration, and have already, pursuant to the provisions above quoted of Article I of the Treaty aforesaid, presented each to the other a full printed statement of the evidence and of the arguments upon which the contentions of each are based, with a view to arriving at an adjustment of the location of the portion of the line referred to in accordance with the true intent and meaning of the provisions relating thereto in the Treaties of 1783 and 1814 between the United States and Great Britain and the award of the Commissioners appointed in that behalf under the Treaty of 1814;

NOW, THEREFORE, upon the evidence and arguments so presented, and after taking into consideration all actions of the respective Governments and of their representatives authorized in that behalf and of the local governments on either side of the line, whether prior or subsequent to such treaties and award, tending to aid in the interpretation thereof, the High Contracting Parties hereby agree that the location of the international boundary line between the United States and the Dominion of Canada from a point in Passamaquoddy Bay accurately defined in the Treaty between the United States and Great Britain of April 11, 1908, as lying between Treat Island and Friar Head, and extending thence through Passamaquoddy Bay and to the middle of Grand Manan Channel, shall run in a series of seven connected straight lines for the distances and in the directions as follows:

Beginning at the aforesaid point lying between Treat Island and Friar Head, thence

- (1) South  $8^{\circ} 29' 57''$  West true, for a distance of 1152.6 meters; thence
- (2) South  $8^{\circ} 29' 34''$  East, 759.7 meters; thence
- (3) South  $23^{\circ} 56' 25''$  East, 1156.4 meters; thence
- (4) South  $0^{\circ} 23' 14''$  West, 1040.0 meters; thence
- (5) South  $28^{\circ} 04' 26''$  East, 1607.2 meters; thence
- (6) South  $81^{\circ} 48' 45''$  East, 2616.8 meters to a point on the line which runs approximately North  $40^{\circ}$  East true, and which joins Sail Rock, off West Quoddy Head Light, and the southernmost rock lying off the southeastern point of the southern extremity of Campobello Island; thence

(7) South 47° East 5100 meters to the middle of Grand Manan Channel.

The description of the last two portions of the line thus defined, viz, those numbered (6) and (7), is intended to replace the description of the lowest portion of the line, viz, that numbered (2), as defined in Article I of the Treaty of April 11, 1908.

## ARTICLE II

The location of the boundary line as defined in the foregoing Article shall be laid down and marked by the Commissioners under Article I of the aforesaid Treaty of April 11, 1908, in accordance with the provisions of such Article, and the line so defined and laid down shall be taken and deemed to be the international boundary extending between the points therein mentioned in Grand Manan Channel and Passamaquoddy Bay.

## ARTICLE III

It is further agreed by the High Contracting Parties that on either side of the hereinabove described line southward from the point of its intersection with a line drawn true north from Lubec Channel Light, as at present established, either Party shall have the right, upon two months' notice to the other, to improve and extend the channel to such depth as may by it be deemed desirable or necessary, and to a width not exceeding one hundred and fifteen (115) meters on each side of the boundary line, and from such point of intersection northerly through Lubec Narrows to the turning point in the boundary lying between Treat Island and Friar Head, either Party shall have the right, upon two months' notice to the other, to improve and deepen the present channel to a width not exceeding sixty-five (65) meters on each side of the boundary line and to such depth as may by it be deemed desirable or necessary; it being understood, however, that each Party shall also have the right to further widen and deepen the channel anywhere on its own side of the boundary.

## ARTICLE IV

This Treaty shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by His Britannic Majesty; and the ratifications shall be exchanged in Washington as soon as practicable.

IN FAITH WHEREOF, the respective Plenipotentiaries have signed this Treaty in duplicate and have hereunto affixed their seals.

DONE at Washington the 21st day of May, in the year of our Lord one thousand nine hundred and ten.

P. C. KNOX	[SEAL]
JAMES BRYCE	[SEAL]

## PECUNIARY CLAIMS

*Special agreement signed at Washington August 18, 1910; terms of submission signed at Washington July 6, 1911*<sup>1</sup>

*Approved by the Senate July 19, 1911*

*Confirmed by exchange of notes April 26, 1912*

*Entered into force April 26, 1912*

*Terminated upon fulfillment of its terms*

37 Stat. 1625; Treaty Series 573

### AGREEMENT

WHEREAS the United States and Great Britain are signatories of the convention of the 18th October, 1907,<sup>2</sup> for the pacific settlement of international disputes, and are desirous that certain pecuniary claims outstanding between them should be referred to arbitration, as recommended by article 38 of that convention;

NOW, THEREFORE, it is agreed that such claims as are contained in the schedules<sup>1</sup> drawn up as hereinafter provided shall be referred to arbitration under Chapter IV of the said convention, and subject to the following provisions:

ARTICLE 1. Either party may, at any time within four months from the date of the confirmation of this agreement, present to the other party any claims which it desires to submit to arbitration. The claims so presented shall, if agreed upon by both parties, unless reserved as hereinafter provided, be submitted to arbitration in accordance with the provisions of this agreement. They shall be grouped in one or more schedules which, on the part of the United States, shall be agreed on by and with the advice and consent of the Senate, His Majesty's Government reserving the right before agreeing to the inclusion of any claim affecting the interests of a self-governing dominion of the British Empire to obtain the concurrence thereto of the Government of that dominion.

Either party shall have the right to reserve for further examination any claims so presented for inclusion in the schedules; and any claims so reserved

<sup>1</sup> For schedule of claims, see 37 Stat. 1627 or p. 5 of TS 573.

<sup>2</sup> TS 536, *ante*, vol. 1, p. 577.

shall not be prejudiced or barred by reason of anything contained in this agreement.

ARTICLE 2. All claims outstanding between the two Governments at the date of the signature of this agreement and originating in circumstances or transactions anterior to that date, whether submitted to arbitration or not, shall thereafter be considered as finally barred unless reserved by either party for further examination as provided in article 1.

ARTICLE 3. The Arbitral Tribunal shall be constituted in accordance with article 87 (Chapter IV) and with article 59 (Chapter III) of the said convention, which are as follows:

“ARTICLE 87. Each of the parties in dispute appoints an arbitrator. The two arbitrators thus selected choose an umpire. If they do not agree on this point, each of them proposes two candidates taken from the general list of the members of the Permanent Court, exclusive of the members appointed by either of the parties and not being nationals of either of them; which of the candidates thus proposed shall be the umpire is determined by lot.

“The umpire presides over the tribunal, which gives its decisions by a majority of votes.”

“ARTICLE 59. Should one of the arbitrators either die, retire, or be unable for any reason whatever to discharge his functions, the same procedure is followed for filling the vacancy as was followed for appointing him.”

ARTICLE 4. The proceedings shall be regulated by so much of Chapter IV of the convention and of Chapter III, excepting articles 53 and 54, as the tribunal may consider to be applicable and to be consistent with the provisions of this agreement.

ARTICLE 5. The tribunal is entitled, as provided in article 74 (Chapter III) of the convention, to issue rules of procedure for the conduct of business, to decide the forms, order, and time in which each party must conclude its arguments, and to arrange all formalities required for dealing with the evidence.

The agents and counsel of the parties are authorized, as provided in article 70 (Chapter III), to present orally and in writing to the tribunal all the arguments they may consider expedient in support or in defense of each claim.

The tribunal shall keep record of the claims submitted, and the proceedings thereon, with the dates of such proceedings. Each Government 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 it in the performance of its duties.

The tribunal shall decide all claims submitted upon such evidence or information as may be furnished by either Government.

The tribunal is authorized to administer oaths to witnesses and to take evidence on oath.

The proceedings shall be in English.

ARTICLE 6. The tribunal shall meet at Washington at a date to be hereafter fixed by the two Governments, and may fix the time and place of subsequent meetings as may be convenient, subject always to special direction of the two Governments.

ARTICLE 7. Each member of the tribunal, upon assuming the function of his office, shall make and subscribe a solemn declaration in writing that he will carefully examine and impartially decide, in accordance with treaty rights and with the principles of international law and of equity, all claims presented for decision, and such declaration shall be entered upon the record of the proceedings of the tribunal.

ARTICLE 8. All sums of money which may be awarded by the tribunal on account of any claim shall be paid by the one Government to the other, as the case may be, within eighteen months after the date of the final award, without interest and without deduction, save as specified in the next article.

ARTICLE 9. Each Government shall bear its own expenses. The expenses of the tribunal shall be defrayed by a ratable deduction on the amount of the sums awarded by it, at a rate of 5 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 10. The present agreement, and also any schedules agreed thereunder, shall be binding only when confirmed by the two Governments by an exchange of notes.

In witness whereof this agreement has been signed and sealed by the Secretary of State of the United States, Philander C. Knox, on behalf of the United States, and by His Britannic Majesty's Ambassador at Washington, The Right Honorable James Bryce, O. M., on behalf of Great Britain.

Done in duplicate at the City of Washington, this 18th day of August, one thousand nine hundred and ten.

PHILANDER C. KNOX	[SEAL]
JAMES BRYCE	[SEAL]

[For schedule of claims, see 37 Stat. 1627 or p. 3 of TS 573.]

#### TERMS OF SUBMISSION

I. In case of any claim being put forward by one party which is alleged by the other party to be barred by treaty, the Arbitral Tribunal shall first deal with and decide the question whether the claim is so barred, and in the event of a decision that the claim is so barred, the claim shall be disallowed.

II. The Arbitral Tribunal shall take into account as one of the equities of a claim to such extent as it shall consider just in allowing or disallowing a claim any admission of liability by the Government against whom a claim is put forward.

III. The Arbitral Tribunal shall take into account as one of the equities of a claim to such extent as it shall consider just in allowing or disallowing a claim, in whole or in part, any failure on the part of the claimants to obtain satisfaction through legal remedies which are open to him or placed at his disposal, but no claim shall be disallowed or rejected by application of the general principle of international law that the legal remedies must be exhausted as a condition precedent to the validity of the claim.

IV. The Arbitral Tribunal, if it considers equitable, may include in its award in respect of any claim interest at a rate not exceeding 4 per cent per annum for the whole or any part of the period between the date when the claim was first brought to the notice of the other party and that of the confirmation of the schedule in which it is included.

The foregoing Schedule and Terms of Submission are agreed upon in pursuance of and subject to the provisions of the Special Agreement for the submission to arbitration of pecuniary claims outstanding between the United States and Great Britain, signed on the 18th day of August, 1910, and require confirmation by the two Governments in accordance with the provisions of that Agreement.

Signed in duplicate at the City of Washington, this sixth day of July, one thousand nine hundred and eleven, by the Secretary of State of the United States, Philander C. Knox, on behalf of the United States, and by his Britannic Majesty's Ambassador at Washington, the Right Honorable James Bryce, O.M., on behalf of Great Britain.

PHILANDER C. KNOX  
JAMES BRYCE

## EXEMPTION OF SALESMEN'S SAMPLES FROM CUSTOMS INSPECTION

*Declarations signed at Washington December 3 and 8, 1910  
Entered into force January 1, 1911*

III Redmond 2626; Treaty Series 552

### BRITISH DECLARATION

In order to facilitate the clearance through the Customs Department of the United Kingdom of Great Britain and Ireland of samples brought into the territory of that country by commercial travellers of the United States of America, such samples being for use as models or patterns for the purpose of obtaining orders and not for sale, the undersigned Alfred Mitchell Innes, His Britannic Majesty's Chargé d'Affaires at Washington, duly authorized thereto, and in virtue of a similar Declaration made by Philander C. Knox, Secretary of State of the United States, does hereby declare that, from and after the first day of January, 1911, and until the expiration of one month after the day on which either the United Kingdom or the United States shall give notice of the withdrawal of said Declaration, the officially attested list of such samples, containing a full description thereof issued at the time of exportation by the British consular authorities established in the United States, shall be accepted by the customs officials of the United Kingdom as establishing their character as samples and exempting them from inspection on importation except in so far as may be necessary in order to comply with the law of the United Kingdom.

A. MITCHELL INNES

*His Britannic Majesty's Chargé d'Affaires*

WASHINGTON, *December 3rd, 1910.*

### UNITED STATES DECLARATION

In order to facilitate the clearance through the Customs Department of the United States of America of samples brought into the territory of that country by commercial travelers of the United Kingdom of Great Britain and Ireland, such samples being for use as models or patterns for the purpose of

obtaining orders and not for sale, the undersigned Philander C. Knox, Secretary of State of the United States, duly authorized thereto, and in virtue of a similar Declaration made by Alfred Mitchell Innes, His Britannic Majesty's Chargé d'Affaires at Washington, does hereby declare that, from and after January 1, 1911 and until the expiration of one month after the day on which either the United States or the United Kingdom shall give notice of the withdrawal of said Declaration, the officially attested list of such samples containing a full description thereof, issued at the time of exportation by the American consular authorities established in the United Kingdom, shall be accepted by the customs officials of the United States as establishing their character as samples and exempting them from inspection on importation except in so far as may be necessary in order to comply with the law of the United States.

P. C. KNOX

*Secretary of State of the United States*

WASHINGTON, *December 8, 1910.*

# ARBITRATION: NORTH ATLANTIC COAST FISHERIES

*Minutes of conferences signed at Washington January 12, 1911*

III Redmond 2627; Treaty Series 553

## MINUTES OF CONFERENCES

held at Washington the 9th, 10th, 11th and 12th of January, 1911, as to the application of the Award delivered on the 7th September, 1910,<sup>1</sup> in the North Atlantic Coast Fisheries Arbitration to existing Regulations of Canada and Newfoundland.

The Undersigned having considered in detail and with expert assistance the steps to be taken in consequence of the Award in connection with the objections of the United States Government to existing regulations of the fisheries in Canadian and Newfoundland Treaty Waters as recorded in Protocol XXX of the Proceedings before the Tribunal of Arbitration, and having conferred as to the best means of dealing with these objections, have arrived at the following conclusion:

It is unnecessary to refer any existing regulations to the Commission of Experts mentioned in the Award in application of Article III of the Special Agreement of January 27, 1909,<sup>2</sup> or to reconvene the Tribunal of Arbitration; but any difference in regard to the regulations specified in Protocol XXX, which shall not have been disposed of by diplomatic methods, shall be referred to the Permanent Mixed Fishery Commissions to be constituted as recommended by the Hague Award, under Article IV of the Special Agreement in the same manner as a difference in regard to future regulations would be so referred under the recommendations in the Award, unless by mutual consent some other rules and method of procedure are adopted.

*January 12, 1911.*

PHILANDER C. KNOX  
JAMES BRYCE  
E. A. MORRIS  
CHANDLER P. ANDERSON  
A. B. AYLESWORTH  
L. P. BRODEUR

<sup>1</sup> For text, see 1910 For. Rel. 544.

<sup>2</sup> TS 521, *ante*, p. 331.

# ARBITRATION: NORTH ATLANTIC COAST FISHERIES

*Minutes of conferences signed at Washington January 14, 1911*

III Redmond 2628; Treaty Series 554

## MINUTES OF CONFERENCES

held at Washington the 13th and 14th of January, 1911, as to the objections of the United States to existing laws and fishery regulations of Canada as recorded in Protocol XXX of the proceedings upon the North Atlantic Coast Fisheries Arbitration.

The Undersigned, having considered the best means of dealing with the objections above referred to, subject to the minute of previous conferences signed January twelfth,<sup>1</sup> have arrived at the following conclusion:

Having regard to the present method of administering the Canadian laws and fishery regulations and to certain amendments which Canada is willing to make therein and to the present state of the fisheries and conditions under which they are carried on and places of fishing, the United States does not press at present any of the objections referred to in Protocol XXX which relate to Canadian laws and fishery regulations, it being understood that the right of the United States to renew such objections is not thereby in any way prejudiced should conditions change.

The amendments in regulations above referred to are:

Sub-section one of Section five of the Special Fishery Regulations, Province of Quebec, approved on the twelfth day of September, one thousand nine hundred and seven, is repealed and the following substituted therefor:

1. Fishing by means of cod trap-nets without a license from the Minister of Marine and Fisheries is prohibited in the waters of the Gulf of St. Lawrence, except at the distance of one thousand yards from shore or one thousand yards from any similar net set from the shore.

Sub-section four of Section five is repealed and the following substituted therefor:

4. If the leader of a cod trap-net extends from the shore, any Fishery Officer may determine in writing or orally the length of the leader that shall be used.

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<sup>1</sup> TS 553, *ante*, p. 350.

Sub-section (a) of Section eight of the said Special Fishery Regulations is hereby repealed and the following substituted therefor:

1. (a) Fishing by means of herring trap-nets without a license from the Minister of Marine and Fisheries is prohibited in the waters of the Gulf of St. Lawrence, except at the distance of one thousand yards from shore or one thousand yards from any similar net set from the shore.

Sub-section (d) of Section eight is hereby repealed and the following substituted therefor:

(d) If the leader of a herring trap-net extends from the shore, any Fishery Officer may determine in writing or orally the length of the leader that shall be used.

Sub-section nine of Section five (added):

Upon any inhabitant of the United States fishing with trap-nets in Canadian waters in the exercise of his liberties under the Treaty of 1818<sup>2</sup> applying for a berth site under the licensing provisions, such a license shall be issued in the usual course for any unoccupied berth site selected by the applicant upon payment of the regular fee in consideration of the exclusive use of such site, subject to the usual rules and regulations.

Clause (f) of sub-section one of Section eight (added):

Upon any inhabitant of the United States fishing with trap-nets in Canadian waters in the exercise of his liberties under the Treaty of 1818 applying for a berth site under the licensing provisions, such a license shall be issued in the usual course for any unoccupied berth site selected by the applicant upon payment of the regular fee in consideration of the exclusive use of such site, subject to the usual rules and regulations.

*January 14, 1911.*

PHILANDER C. KNOX  
JAMES BRYCE  
L. P. BRODEUR  
A. B. AYLESWORTH  
CHANDLER P. ANDERSON

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<sup>2</sup> Convention signed at London Oct. 20, 1818 (TS 112, *ante*, p. 57).

## PRESERVATION AND PROTECTION OF FUR SEALS

*Treaty signed at Washington February 7, 1911*

*Senate advice and consent to ratification February 15, 1911*

*Ratified by the President of the United States March 6, 1911*

*Ratified by the United Kingdom April 20, 1911*

*Ratifications exchanged at Washington July 7, 1911*

*Entered into force July 7, 1911, except for articles I–V, which entered into force December 11, 1911*

*Proclaimed by the President of the United States December 14, 1911*

*Superseded December 15, 1911, by convention of July 7, 1911*<sup>1</sup>

37 Stat. 1538; Treaty Series 563

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being desirous of adopting effective measures for the preservation and protection of the fur seals, have resolved to conclude a treaty for that purpose and to that end have named as their Plenipotentiaries:

The President of the United States of America, Philander C. Knox, Secretary of State of the United States; and

His Britannic Majesty, the Right Hon. James Bryce, O.M., his Ambassador Extraordinary and Plenipotentiary at Washington;

Who, having communicated to each other their respective full powers, which were found to be in due and proper form, have agreed to and concluded the following Articles:

### ARTICLE I

The High Contracting Parties mutually and reciprocally agree that their citizens and subjects, respectively, and all persons subject to their laws and treaties, and their vessels shall be prohibited while this Article remains in

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<sup>1</sup> TS 564, *ante*, vol. 1, p. 804.

force from engaging in pelagic sealing in that part of the Behring Sea and North Pacific Ocean north of the thirty-fifth degree of north latitude and east of the one hundred and eightieth meridian, and that every such person or vessel offending against this prohibition may be seized and detained by the naval or other duly commissioned officers of either of the High Contracting Parties, but they shall be delivered as soon as practicable to the authorities of the nation to which they respectively belong, who alone shall have jurisdiction to try the offense and impose the penalties for the same, the witnesses and proof necessary to establish the offense being also sent with them, or otherwise furnished to the proper jurisdictional authority with all reasonable promptitude; and they agree, further, respectively, to prohibit during the same period the use of any United States or British port by any persons for any purposes whatsoever connected with the operations of pelagic sealing in said waters, and to prohibit during the same period the importation or bringing of any fur-seal skins taken in such pelagic sealing into any United States or British port, and by the necessary legislation and enforcement of appropriate penalties thereunder to make such prohibitions effective.

Such prohibitions, however, shall not apply to Indians dwelling on the coasts of the territory of the United States or of Great Britain and carrying on pelagic sealing in canoes not transported by or used in connection with other vessels, and propelled wholly by paddles, oars, or sails, and manned by not more than five persons each, in the way hitherto practiced by the Indians, without the use of firearms, provided such Indians are not in the employment of other persons, nor under contract for the delivery of the skins to any person.

#### ARTICLE II

The United States agrees that one-fifth ( $\frac{1}{5}$ ) in number and in value of the total number of sealskins taken annually upon the Pribilof Islands, or any other islands or shores of the waters above defined, subject to the jurisdiction of the United States, to which the seal herd now frequenting the Pribilof Islands hereafter resorts, shall be delivered at the end of each season to an authorized agent of the Canadian Government in the Pribilof Islands: *Provided, however,* That nothing herein contained shall restrict the right of the United States at any time and from time to time to suspend altogether the taking of sealskins on such islands or shores subject to its jurisdiction, and to impose such restrictions and regulations upon the total number of skins to be taken in any season and the manner and times and places of taking them as may seem necessary to protect and preserve the seal herd or to increase its numbers.

#### ARTICLE III

It is further agreed that as soon as this Article goes into effect the United States shall pay to Great Britain the sum of two hundred thousand dollars (\$200,000) as an advance payment in lieu of such number of fur-seal skins,

to which Great Britain would be entitled under the provisions of this treaty, as would be equivalent to that amount reckoned at their market value at London at the date of delivery, before dressing or curing and less cost of transportation from the Pribilof Islands; such market value in case of dispute to be determined by an umpire to be agreed upon by the High Contracting Parties, which skins shall be retained by the United States in satisfaction of such payment.

The United States further agrees that Great Britain's share of the seal-skins taken on the Pribilof Islands shall not be less than one thousand (1,000) in any year, even if such number is more than one-fifth of the number to which the authorized killing is restricted in such year, unless the killing of seals in such year or years shall have been absolutely prohibited by the United States for all purposes except to supply food, clothing, and boat skins for the natives on the islands, in which case the United States agrees to pay to Great Britain the sum of ten thousand dollars (\$10,000) annually in lieu of any share of skins during the years when no killing is allowed, and Great Britain agrees that after deducting the skins of Great Britain's share which are to be retained by the United States as above provided to reimburse itself for the advance payment aforesaid, the United States shall be entitled to reimburse itself for any annual payments made as herein required, by retaining an additional number of sealskins from Great Britain's share over and above the specified minimum allowance of one thousand (1,000) skins in any subsequent year or years when killing is again resumed, until the whole number of the skins so retained shall equal, reckoned at their market value determined as above provided for, the entire amount so paid, with interest at the rate of four (4) per cent per annum.

If, however, the total number of seals frequenting the Pribilof Islands in any year falls below one hundred thousand (100,000), enumerated by official count, then all killing, excepting the inconsiderable supply necessary for the support of the natives, as above noted, may be suspended without allowance of skins or payment of money equivalent until the number of such seals again exceeds one hundred thousand (100,000), enumerated in like manner.

#### ARTICLE IV

The term "pelagic sealing," as used herein, is defined to be the killing, capturing, or pursuing in any manner whatsoever of fur seals at sea, outside territorial waters.

#### ARTICLE V

The High Contracting Parties agree that they will each maintain a guard or patrol in the waters of the North Pacific Ocean and Behring Sea so far as may be necessary for the enforcement of the aforesaid prohibitions.

## ARTICLE VI

The foregoing Articles shall go into effect as soon, as, but not before, an international agreement is concluded and ratified by the Governments of the United States, Great Britain, Japan, and Russia, by which each of those powers shall undertake, by such stipulations as may be mutually acceptable, to prohibit for a period of not less than fifteen years, its own citizens or subjects, and all persons subject to its laws and treaties, from engaging in pelagic sealing in waters including the area defined in Article I, and effectively to enforce such prohibition.

The foregoing Articles of this treaty shall continue in force during the period of fifteen (15) years from the day on which they go into effect and thereafter until terminated by twelve (12) months' written notice given by either the United States or Great Britain to the other, which notice may be given at the expiration of fourteen years or at any time afterwards.

## ARTICLE VII

The High Contracting Parties engage to cooperate with each other in urging other powers whose subjects or citizens may be concerned in the fur-seal fisheries to forego, in virtue of appropriate arrangements, the exercise of the right of pelagic sealing, and also to prohibit the use of their ports and flag in the furtherance of pelagic sealing within the areas covered by such arrangement.

## ARTICLE VIII

This treaty shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by His Britannic Majesty; and ratifications shall be exchanged in Washington as soon as practicable.

In faith whereof the respective plenipotentiaries have signed this treaty in duplicate and have hereunto affixed their seals.

Done at Washington the seventh day of February, in the year of our Lord one thousand nine hundred and eleven.

PHILANDER C. KNOX	[SEAL]
JAMES BRYCE	[SEAL]

## ARBITRATION: NORTH ATLANTIC COAST FISHERIES

*Agreement signed at Washington July 20, 1912*

*Senate advice and consent to ratification August 1, 1912*

*Ratified by the President of the United States August 7, 1912*

*Ratified by the United Kingdom August 19, 1912*

*Ratifications exchanged at Washington November 15, 1912*

*Entered into force November 15, 1912*

*Proclaimed by the President of the United States November 16, 1912*

37 Stat. 1634; Treaty Series 572

### ARTICLE I

Whereas the award of the Hague Tribunal of September 7, 1910,<sup>1</sup> recommended for the consideration of the Parties certain rules and a method of procedure under which all questions which may arise in the future regarding the exercise of the liberties referred to in Article I of the Treaty of October 20, 1818,<sup>2</sup> may be determined in accordance with the principles laid down in the award, and the Parties having agreed to make certain modifications therein, the rules and method of procedure so modified are hereby accepted by the Parties in the following form:

1. All future municipal laws, ordinances, or rules for the regulation of the fisheries by Great Britain, Canada, or Newfoundland in respect of (1) the hours, days, or seasons when fish may be taken on the treaty coasts; (2) the method, means, and implements used in the taking of fish or in carrying on fishing operations; (3) any other regulations of a similar character; and all alterations or amendments of such laws, ordinances, or rules shall be promulgated and come into operation within the first fifteen days of November in each year; provided, however, in so far as any such law, ordinance, or rule shall apply to a fishery conducted between the 1st day of November and the 1st day of February, the same shall be promulgated at least six months before the 1st day of November in each year.

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<sup>1</sup> For text, see 1910 For. Rel. 544.

<sup>2</sup> TS 112, *ante*, p. 57.

Such laws, ordinances, or rules by Great Britain shall be promulgated by publication in the London Gazette, by Canada in the Canada Gazette, and by Newfoundland in the Newfoundland Gazette.

After the expiration of ten years from the date of this Agreement, and so on at intervals of ten years thereafter, either Party may propose to the other that the dates fixed for promulgation be revised in consequence of the varying conditions due to changes in the habits of the fish or other natural causes; and if there shall be a difference of opinion as to whether the conditions have so varied as to render a revision desirable, such difference shall be referred for decision to a commission possessing expert knowledge, such as the Permanent Mixed Fishery Commission hereinafter mentioned.

2. If the Government of the United States considers any such laws or regulations inconsistent with the Treaty of 1818, it is entitled so to notify the Government of Great Britain within forty-five days after the publication above referred to, and may require that the same be submitted to and their reasonableness, within the meaning of the award, be determined by the Permanent Mixed Fishery Commission constituted as hereinafter provided.

3. Any law or regulation not so notified within the said period of forty-five days, or which, having been so notified, has been declared reasonable and consistent with the Treaty of 1818 (as interpreted by the said award) by the Permanent Mixed Fishery Commission, shall be held to be reasonable within the meaning of the award; but if declared by the said Commission to be unreasonable and inconsistent with the Treaty of 1818, it shall not be applicable to the inhabitants of the United States exercising their fishing liberties under the Treaty of 1818.

4. Permanent Mixed Fishery Commissions for Canada and Newfoundland, respectively, shall be established for the decision of such questions as to the reasonableness of future regulations, as contemplated by Article IV of the Special Agreement of January 27, 1909.<sup>3</sup> These Commissions shall consist of an expert national, appointed by each Party for five years; the third member shall not be a national of either Party. He shall be nominated for five years by agreement of the Parties, or, failing such agreement, within two months from the date, when either of the Parties to this Agreement shall call upon the other to agree upon such third member, he shall be nominated by Her Majesty the Queen of the Netherlands.

5. The two national members shall be summoned by the Government of Great Britain, and shall convene within thirty days from the date of notification by the Government of the United States. These two members having failed to agree on any or all of the questions submitted within thirty days after they have convened, or having before the expiration of that period notified the Government of Great Britain that they are unable to agree, the full

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<sup>3</sup> TS 521, *ante*, p. 332.

Commission, under the presidency of the Umpire, is to be summoned by the Government of Great Britain, and shall convene within thirty days thereafter to decide all questions upon which the two national members had disagreed. The Commission must deliver its decision, if the two Governments do not agree otherwise, within forty-five days after it has convened. The Umpire shall conduct the procedure in accordance with that provided in Chapter IV of the Convention for the Pacific Settlement of International Disputes, of October 18, 1907,<sup>4</sup> except in so far as herein otherwise provided.

6. The form of convocation of the Commission, including the terms of reference of the question at issue, shall be as follows:

"The provision hereinafter fully set forth of an act dated -----, published in the ----- Gazette, has been notified to the Government of Great Britain by the Government of the United States under date of -----, as provided by the agreement entered into on July 20, 1912, pursuant to the award of the Hague Tribunal of September 7, 1910.

"Pursuant to the provisions of that Agreement the Government of Great Britain hereby summons the Permanent Mixed Fishery Commission for (Canada) composed of ----- Commissioner for the United

States of America, and of ----- Commissioner for (Canada) (Newfoundland) who shall meet at Halifax, Nova Scotia, with power to hold subsequent meetings at such other place or places as they may determine, and render a decision within thirty days as to whether the provision so notified is reasonable and consistent with the Treaty of 1818, as interpreted by the award of the Hague Tribunal of September 7, 1910, and if not, in what respect it is unreasonable and inconsistent therewith.

"Failing an agreement on this question within thirty days, the Commission shall so notify the Government of Great Britain in order that the further action required by that award shall be taken for the decision of the above question.

"The provision is as follows -----"

7. The unanimous decision of the two national Commissioners, or the majority decision of the Umpire and one Commissioner, shall be final and binding.

8. Any difference in regard to the regulations specified in Protocol XXX of the arbitration proceedings, which shall not have been disposed of by diplomatic methods, shall be referred not to the Commission of expert specialists mentioned in the award but to the Permanent Mixed Fishery Commissions, to be constituted as hereinbefore provided, in the same manner as a difference in regard to future regulations would be so referred.

<sup>4</sup> TS 536, *ante*, vol. 1, p. 601.

## ARTICLE II

And whereas the Tribunal of Arbitration in its award decided that—

In case of bays the 3 marine miles are to be measured from a straight line drawn across the body of water at the place where it ceases to have the configuration and characteristics of a bay. At all other places the 3 marine miles are to be measured following the sinuosities of the coast.

And whereas the Tribunal made certain recommendations for the determination of the limits of the bays enumerated in the award;

Now, therefore, it is agreed that the recommendations, in so far as the same relate to bays contiguous to the territory of the Dominion of Canada, to which Question V [5] of the Special Agreement is applicable, are hereby adopted, to wit:

In every bay not hereinafter specifically provided for, the limits of exclusion shall be drawn three miles seaward from a straight line across the bay in the part nearest the entrance at the first point where the width does not exceed ten miles.

For the Baie des Chaleurs the limits of exclusion shall be drawn from the line from the Light at Birch Point on Miscou Island to Macquereau Point Light; for the bay of Miramichi, the line from the Light at Point Escuminac to the Light on the eastern point of Tabisintac Gully; for Egmont Bay, in Prince Edward Island, the line from the Light at Cape Egmont to the Light at West Point; and off St. Ann's Bay, in the Province of Nova Scotia, the line from the Light at Point Anconi to the nearest point on the opposite shore of the mainland.

For or near the following bays the limits of exclusion shall be three marine miles seawards from the following lines, namely:

For or near Barrington Bay, in Nova Scotia, the line from the Light on Stoddard Island to the Light on the south point of Cape Sable, thence to the Light at Baccaro Point; at Chedabucto and St. Peter's Bays, the line from Cranberry Island Light to Green Island Light, thence to Point Rouge; for Mira Bay, the line from the Light on the east point of Scatary Island to the northeasterly point of Cape Morien.

Long Island and Bryer Island, on St. Mary's Bay, in Nova Scotia, shall, for the purpose of delimitation, be taken as the coasts of such bays.

It is understood that the award does not cover Hudson Bay.

## ARTICLE III

It is further agreed that the delimitation of all or any of the bays on the coast of Newfoundland, whether mentioned in the recommendations or not, does not require consideration at present.

## ARTICLE IV

The present Agreement shall be ratified by the President of the United States, by and with the advice and consent of the Senate thereof, and by His Britannic Majesty, and the ratifications shall be exchanged in Washington as soon as practicable.

In faith whereof the respective Plenipotentiaries have signed this Agreement in duplicate and have hereunto affixed their seals.

Done at Washington on the 20th day of July, one thousand nine hundred and twelve.

CHANDLER P. ANDERSON	[SEAL]
ALFRED MITCHELL INNES	[SEAL]

## ARBITRATION

*Agreement signed at Washington May 31, 1913, extending convention of April 4, 1908*

*Senate advice and consent to ratification February 21, 1914*

*Ratified by the United Kingdom March 11, 1914*

*Ratified by the President of the United States March 27, 1914*

*Ratifications exchanged at Washington April 10, 1914*

*Entered into force April 10, 1914; operative from June 4, 1913*

*Proclaimed by the President of the United States April 10, 1914*

*Expired June 4, 1918*

38 Stat. 1767; Treaty Series 587

### AGREEMENT EXTENDING THE DURATION OF THE ARBITRATION CONVENTION OF APRIL 4, 1908

The President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being desirous of extending the period of five years during which the Arbitration Convention concluded between them on April 4, 1908,<sup>1</sup> is to remain in force, which period is about to expire, have authorized the undersigned, to wit: William Jennings Bryan, Secretary of State of the United States, and Sir Cecil Spring-Rice, His Britannic Majesty's Ambassador Extraordinary and Plenipotentiary to the United States, to conclude the following articles:

#### ARTICLE I

The Convention of Arbitration of April 4, 1908, between the Government of the United States of America and the Government of His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, the duration of which by Article IV thereof was fixed at a period of five years from the date of the exchange of ratifications, which period will terminate on June 4, 1913, is hereby extended and continued in force for a further period of five years from June 4, 1913.

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<sup>1</sup> TS 494, *ante*, p. 295.

## ARTICLE II

The present Agreement 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 His Britannic Majesty, and it shall become effective upon the date of the exchange of ratifications, which shall take place at Washington as soon as possible.

Done in duplicate at Washington this thirty-first day of May, one thousand and nine hundred and thirteen.

WILLIAM JENNINGS BRYAN	[SEAL]
CECIL SPRING RICE	[SEAL]

## EXTRADITION BETWEEN PHILIPPINE ISLANDS OR GUAM AND BRITISH NORTH BORNEO

*Exchange of notes at Dublin, New Hampshire, September 1, 1913, and  
at Washington September 23, 1913*

*Entered into force September 23, 1913*

*Terminated June 24, 1935, by treaty of December 22, 1931*<sup>1</sup>

III Redmond 2637; Treaty Series 582

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY  
DUBLIN, N.H.

*Sept. 1, 1913*

No. 231

SIR,

Under instructions from my government I have the honour to request you to be so good as to inform me whether the United States Government would be willing to enter into an arrangement with the Government of His Britannic Majesty by virtue of which fugitive offenders from the Philippine Islands or Guam to the State of North Borneo, or from the State of North Borneo to the Philippine Islands or Guam shall be reciprocally surrendered for offences specified in the existing Treaties of Extradition between the United States and His Britannic Majesty, so far as such offences are punishable both by the laws of the Philippine Islands or Guam and by the laws of the State of North Borneo.

Should your government agree to this arrangement I should be glad to receive from you an assurance that this note will be considered by the United States Government as a sufficient confirmation thereof on the part of His Britannic Majesty's Government.

I have the honour to be,

With the highest consideration,

Sir,

Your most obedient,

humble servant,

CECIL SPRING RICE

The Honourable,

W. J. BRYAN,

*Secretary of State,*

*etc., etc., etc.*

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<sup>1</sup> TS 849, *post*, p. 482.

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, September 23, 1913*

No. 139

## EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 231, of the 1st instant, in which, under instructions from your Government, you inquire whether the Government of the United States would be willing to enter into an arrangement with the Government of His Britannic Majesty by virtue of which fugitive offenders from the Philippine Islands or Guam to the State of North Borneo or from the State of North Borneo to the Philippine Islands or Guam shall be reciprocally surrendered for offenses specified in the existing treaties of extradition between the United States and His Britannic Majesty, so far as such offenses are punishable both by the laws of the Philippine Islands or Guam and by the laws of the State of North Borneo; and you ask that, in case the Government of the United States agrees to this arrangement, you receive from me an assurance that your note will be considered by the Government of the United States as a sufficient confirmation thereof on the part of His Britannic Majesty's Government.

In reply I am happy to state that the Government of the United States agrees to the arrangement between the Government of the United States and the Government of His Britannic Majesty by which it is understood that fugitive offenders from the Philippine Islands or Guam to British North Borneo and from British North Borneo to the Philippine Islands or Guam shall be reciprocally delivered up for offenses specified in the extradition treaties between the United States and His Britannic Majesty's Government so far as such offenses are punishable both by the laws of the Philippine Islands or Guam and by the laws of British North Borneo; and accepts Your Excellency's note as a sufficient confirmation of the arrangement on the part of His Britannic Majesty's Government.

Accordingly, the Government of the United States understands the arrangement to be completed by this present note and to be in full force and effect from and after September 23, 1913.

I have the honor to be, with the highest consideration, Your Excellency's obedient servant,

W. J. BRYAN

His Excellency

SIR CECIL ARTHUR SPRING-RICE,  
*Ambassador of Great Britain.*

## OIL RIGHTS IN MEXICO

*Exchange of notes at Washington June 2, 1914  
Entered into force June 2, 1914*

1914 For. Rel. 707

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, June 2, 1914*

EXCELLENCY: As you are aware from the conversations which we have had upon the subject, many nationals of the United States, Great Britain and the Netherlands, interested in the oil properties in the vicinity of Tampico and Tuxpam, Mexico, are seriously concerned over the possible cancellation or confiscation of their rights because of their failure to meet their contractual obligations or to conform to the requirements of the Mexican authorities, which failure has resulted from the military operations and disturbed political situation in that region.

This Government considers that the loss by bona fide owners of interests in oil properties in Mexico as a result solely of conditions over which they have no control, would be most unjust and inequitable, and that the Governments, whose nationals are affected, should take such steps as they are able to prevent this wrong from being done.

As a means to this end I have the honor to propose to your excellency that this Government and the British Government agree that they will withhold all diplomatic support from their respective citizens or subjects, who claim directly or indirectly any right, title or interest in oil properties in Mexico, which they have acquired since April 20, 1914, or may hereafter acquire, directly or indirectly, by reason of the cancellation of contracts, leases or other forms of conveyance or by reason of the confiscation or taking by de facto authorities of properties, in which American citizens or British subjects are interested, on the ground of default in contractual obligations or non-compliance with legal requirements, provided such default or non-compliance was unavoidable because of military operations or political disturbances in Mexico.

It should, however, be distinctly understood that this agreement will not apply to any case, in which the failure of the American or British owner of

an interest in oil properties in Mexico to perform his contractual obligations or to comply with a legal requirement was not the direct result of the political unrest prevailing in Mexico at the time of default, or to any case of bona fide transfer.

If the proposed agreement is acceptable to your Government, a note stating their acceptance will be considered by this Government as putting the agreement into effect.

I have the honor to further inform your excellency that I have addressed a note to the Netherlands Minister in Washington proposing an agreement between the Governments of the United States and the Netherlands in terms identical with the one here proposed.<sup>1</sup>

I have [etc.]

W. J. BRYAN

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, June 2, 1914.*

SIR: I have the honour to acknowledge the receipt of your note dated to-day in which you state:

[For text of U.S. note, see above.]

I have the honour to inform you in reply that I am authorised by my Government to accept in their name the agreement as described above, which they will therefore regard as coming into effect from this day's date.

I have [etc.]

CECIL SPRING RICE

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<sup>1</sup> For an exchange of notes at Washington June 2, 1914, between the Secretary of State and the Netherlands Minister, see *ante*, vol. 10, p. 69, NETHERLANDS.

## MINING RIGHTS IN MEXICO

*Exchange of notes at Washington June 24, 1914*  
*Entered into force June 24, 1914*

1914 For. Rel. 718

*The Secretary of State to the British Chargé d'Affaires*

DEPARTMENT OF STATE,  
*Washington, June 24, 1914*

SIR: The policy adopted by the Governments of the United States and Great Britain in the agreement proposed in my note of June 1 [2], 1914,<sup>1</sup> and in the note of acceptance by your Government, which had as its purpose the preservation of the interests of American citizens and British subjects in the Mexican oil-fields, may, in the view of this Government, be appropriately extended so as to cover the loss of title to mines and mining rights owned by American citizens and British subjects.

It appears from the informal conversations which I had at the Department with Ambassador Spring Rice, that such an extension of the policy would meet with the approval of your Government.

I have the honor, therefore, to propose that this Government and the British Government agree that they will withhold all diplomatic support from their respective citizens or subjects, who claim directly or indirectly title or interest in mines or mining rights in Mexico, which they have acquired since January 1, 1913, or may hereafter acquire, directly or indirectly, by reason of the cancellation of contracts, leases or other forms of conveyance or by reason of the confiscation or taking by de facto authorities of mines or mining rights, in which American citizens or British subjects are interested, on the ground of default in contractual obligations or non-compliance with legal requirements, provided such default or non-compliance was unavoidable because of military operations or political disturbances in Mexico.

It should, however, be distinctly understood that this agreement will not apply to any case in which the failure of the American or British owner of

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<sup>1</sup> *Ante*, p. 366.

an interest in mines or mining rights in Mexico to perform his contractual obligations or to comply with a legal requirement was not the direct result of the political unrest prevailing in Mexico at the time of default, or to any case of bona fide transfer.

If the proposed agreement relative to mines and mining rights in Mexico is acceptable to your Government, a note stating their acceptance will be considered by this Government as putting the agreement into effect.

I have [etc.]

W. J. BRYAN

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*The British Chargé d'Affaires to the Secretary of State*

No. 207

BRITISH EMBASSY,  
*Washington, June 24, 1914*

SIR: I have the honour to acknowledge the receipt of your note dated today in which you state:

[For terms of agreement, see third, fourth, and fifth paragraphs of U.S. note, above.]

I have the honour to inform you in reply that I am authorised by my Government to accept in their name the agreement as described above, which they will therefore regard as coming into effect from this day's date.

I have [etc.]

COLVILLE BARCLAY

## ADVANCEMENT OF PEACE

*Treaty signed at Washington September 15, 1914*

*Senate advice and consent to ratification September 25, 1914*

*Ratified by the United Kingdom October 8, 1914*

*Ratified by the President of the United States November 4, 1914*

*Ratifications exchanged at Washington November 10, 1914*

*Entered into force November 10, 1914*

*Proclaimed by the President of the United States November 11, 1914*

*Article II amended by agreement of November 3, 1915*<sup>1</sup>

*Article II superseded and second paragraph of article III abrogated in respect of South Africa by agreement of April 2, 1940,<sup>2</sup> and in respect of Australia, Canada, and New Zealand by agreements of September 6, 1940*<sup>3</sup>

38 Stat. 1853; Treaty Series 602

The President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, 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 of the United States; and

His Britannic Majesty, the Right Honorable Sir Cecil Arthur Spring-Rice, G.C.V.O., K.C.M.G., etc., His Ambassador Extraordinary and Plenipotentiary at 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:

<sup>1</sup> TS 602-A, *post*, p. 373.

<sup>2</sup> TS 966, *ante*, vol. 11, p. 476, SOUTH AFRICA.

<sup>3</sup> TS 974, *ante*, vol. 5, p. 143, AUSTRALIA; TS 975, *ante*, vol. 6, p. 190, CANADA; TS 976, *ante*, vol. 10, p. 282, NEW ZEALAND.

## ARTICLE I

The High Contracting Parties agree that all disputes between them, of every nature whatsoever, other than disputes the settlement of which is provided for and in fact achieved under existing agreements between the High Contracting Parties, shall, when diplomatic methods of adjustment have failed, be referred for investigation and report to a permanent 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 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 the ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.<sup>4</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, 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.

In the event of its appearing to His Majesty's Government that the British interests affected by the dispute to be investigated are not mainly those of the United Kingdom but are mainly those of some one or more of the self governing dominions, namely, the Dominion of Canada, the Commonwealth of Australia, the Dominion of New Zealand, the Union of South Africa, and Newfoundland, His Majesty's Government shall be at liberty to substitute as the member chosen by them to serve on the International Commission for such investigation and report another person selected from a list of persons to be named one for each of the self governing dominions but only one shall act, namely, that one who represents the dominion immediately interested.

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<sup>4</sup>For an exchange of notes at Washington Nov. 3, 1915, extending time specified for completion of commission, see TS 602-A, *post*, p. 373.

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 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 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

This treaty shall not affect in any way the provisions of the Treaty of the 11th January, 1909,<sup>5</sup> relating to questions arising between the United States and the Dominion of Canada.

#### ARTICLE V

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 His Britannic Majesty; and the ratifications shall be exchanged at Washington 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 duplicate at Washington on the 15th day of September, in the year of our Lord nineteen hundred and fourteen.

WILLIAM JENNINGS BRYAN	[SEAL]
CECIL SPRING RICE	[SEAL]

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<sup>5</sup> TS 548, *ante*, p. 319

## ADVANCEMENT OF PEACE

*Exchange of notes at Washington November 3, 1915, amending agreement of September 15, 1914*

*Entered into force November 3, 1915*

*Terminated upon fulfillment of its terms*

III Redmond 2644; Treaty Series 602-A

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, November 3, 1915*

EXCELLENCY:

It not having been found feasible to complete the international commission provided for in the treaty of September 15, 1914,<sup>1</sup> between the United States and Great Britain, looking to the advancement of the general cause of peace, within the time specified in the treaty, which expired on May 10, 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 May 10, 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.

I have the honor to be, with the highest consideration, Your Excellency's most obedient servant,

ROBERT LANSING

His Excellency

Sir CECIL ARTHUR SPRING-RICE,  
*Ambassador of Great Britain.*

<sup>1</sup> TS 602, *ante*, p. 370.

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, November 3, 1915*

SIR:

I have honour to acknowledge the receipt of your Note of this day's date in which you state as follows:

[For text of U.S. note, see above.]

I have the honour to inform you in reply that His Majesty's Government accepts this suggestion made by the United States Government and that they regard the exchange of to-day's Notes as sufficient to give effect to the extension.

I have the honour to be,

With the highest consideration,

Sir,

Your most obedient, humble Servant,

CECIL SPRING RICE

The Honourable ROBERT LANSING,  
*Secretary of State*  
*of the United States, etc., etc., etc.*

## PROTECTION OF MIGRATORY BIRDS

*Convention signed at Washington August 16, 1916*

*Senate advice and consent to ratification August 29, 1916*

*Ratified by the President of the United States September 1, 1916*

*Ratified by the United Kingdom October 20, 1916*

*Ratifications exchanged at Washington December 7, 1916*

*Entered into force December 7, 1916*

*Proclaimed by the President of the United States December 8, 1916*

39 Stat. 1702; Treaty Series 628

Whereas, Many species of birds in the course of their annual migrations traverse certain parts of the United States and the Dominion of Canada; and

Whereas, Many of these species are of great value as a source of food or in destroying insects which are injurious to forests and forage plants on the public domain, as well as to agricultural crops, in both the United States and Canada, but are nevertheless in danger of extermination through lack of adequate protection during the nesting season or while on their way to and from their breeding grounds;

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being desirous of saving from indiscriminate slaughter and of insuring the preservation of such migratory birds as are either useful to man or are harmless, have resolved to adopt some uniform system of protection which shall effectively accomplish such objects and to the end of concluding a convention for this purpose have appointed as their respective Plenipotentiaries:

The President of the United States of America, Robert Lansing, Secretary of State of the United States; and

His Britannic Majesty, the Right Honorable Sir Cecil Arthur Spring Rice, G.C.V.O., K.C.M.G., etc., His Majesty's Ambassador Extraordinary and Plenipotentiary at Washington;

Who, after having communicated to each other their respective full powers which were found to be in due and proper form, have agreed to and adopted the following articles:

## ARTICLE I

The High Contracting Powers declare that the migratory birds included in the terms of this Convention shall be as follows:

## 1. Migratory Game Birds:

- (a) Anatidae or waterfowl, including brant, wild ducks, geese, and swans.
- (b) Gruidae or cranes, including little brown, sandhill, and whooping cranes.
- (c) Rallidae or rails, including coots, gallinules and sora and other rails.
- (d) Limicolae or shorebirds, including avocets, curlew, dowitchers, godwits, knots, oyster catchers, phalaropes, plovers, sandpipers, snipe, stilts, surf birds, turnstones, willet, woodcock and yellowlegs.
- (e) Columbidae or pigeons, including doves and wild pigeons.

## 2. Migratory Insectivorous Birds:

Bobolinks, catbirds, chickadees, cuckoos, flickers, flycatchers, grosbeaks, humming birds, kinglets, martins, meadowlarks, nighthawks or bull bats, nut-hatches, orioles, robins, shrikes, swallows, swifts, tanagers, titmice, thrushes, vireos, warblers, wax-wings, whippoorwills, woodpeckers and wrens, and all other perching birds which feed entirely or chiefly on insects.

## 3. Other Migratory Nongame Birds:

Auks, auklets, bitterns, fulmars, gannets, grebes, guillemots, gulls, herons, jaegers, loons, murres, petrels, puffins, shearwaters, and terns.

## ARTICLE II

The High Contracting Powers agree that, as an effective means of preserving migratory birds there shall be established the following close seasons during which no hunting shall be done except for scientific or propagating purposes under permits issued by proper authorities.

1. The close season on migratory game birds shall be between March 10 and September 1, except that the close season on the Limicolae or shorebirds in the Maritime Provinces of Canada and in those States of the United States bordering on the Atlantic Ocean which are situated wholly or in part north of Chesapeake Bay shall be between February 1 and August 15, and that Indians may take at any time scoters for food but not for sale. The season for hunting shall be further restricted to such period not exceeding three and one-half months as the High Contracting Powers may severally deem appropriate and define by law or regulation.

2. The close season on migratory insectivorous birds shall continue throughout the year.

3. The close season on other migratory nongame birds shall continue throughout the year, except that Eskimos and Indians may take at any season auks, auklets, guillemots, murres and puffins, and their eggs, for food and their skins for clothing, but the birds and eggs so taken shall not be sold or offered for sale.

#### ARTICLE III

The High Contracting Powers agree that during the period of ten years next following the going into effect of this Convention, there shall be a continuous close season on the following migratory game birds, to wit:

Band-tailed pigeons, little brown, sandhill and whooping cranes, swans, curlew and all shorebirds (except the black-breasted and golden plover, Wilson or jack snipe, woodcock, and the greater and lesser yellowlegs); provided that during such ten years the close seasons on cranes, swans and curlew in the Province of British Columbia shall be made by the proper authorities of that Province within the general dates and limitations elsewhere prescribed in this Convention for the respective groups to which these birds belong.

#### ARTICLE IV

The High Contracting Powers agree that special protection shall be given the wood duck and the eider duck either (1) by a close season extending over a period of at least five years, or (2) by the establishment of refuges, or (3) by such other regulations as may be deemed appropriate.

#### ARTICLE V

The taking of nests or eggs of migratory game or insectivorous or nongame birds shall be prohibited, except for scientific or propagating purposes under such laws or regulations as the High Contracting Powers may severally deem appropriate.

#### ARTICLE VI

The High Contracting Powers agree that the shipment or export of migratory birds or their eggs from any State or Province, during the continuance of the close season in such State or Province, shall be prohibited except for scientific or propagating purposes, and the international traffic in any birds or eggs at such time captured, killed, taken, or shipped at any time contrary to the laws of the State or Province in which the same were captured, killed, taken, or shipped shall be likewise prohibited. Every package containing migratory birds or any parts thereof or any eggs of migratory birds transported, or offered for transportation from the United States into the Dominion of Canada or from the Dominion of Canada into the United States, shall have the name and address of the shipper and an accurate statement of the contents clearly marked on the outside of such package.

## ARTICLE VII

Permits to kill any of the above-named birds which, under extraordinary conditions, may become seriously injurious to the agricultural or other interests in any particular community, may be issued by the proper authorities of the High Contracting Powers under suitable regulations prescribed therefor by them respectively, but such permits shall lapse, or may be cancelled, at any time when, in the opinion of said authorities, the particular exigency has passed, and no birds killed under this article shall be shipped, sold or offered for sale.

## ARTICLE VIII

The High Contracting Powers agree themselves to take, or propose to their respective appropriate law-making bodies, the necessary measures for insuring the execution of the present Convention.

## ARTICLE IX

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 His Britannic Majesty. The ratifications shall be exchanged at Washington as soon as possible and the Convention shall take effect on the date of the exchange of the ratifications. It shall remain in force for fifteen years and in the event of neither of the High Contracting Powers having given notification, twelve months before the expiration of said period of fifteen years, of its intention of terminating its operation, the Convention shall continue to remain in force for one year and so on from year to year.

In faith whereof, the respective Plenipotentiaries have signed the present Convention in duplicate and have hereunto affixed their seals.

Done at Washington this sixteenth day of August, one thousand nine hundred and sixteen.

ROBERT LANSING	[SEAL]
CECIL SPRING RICE	[SEAL]

## MILITARY SERVICE

*Convention and exchange of notes signed at Washington June 3, 1918*

*Senate advice and consent to ratification June 24, 1918*

*Ratified by the President of the United States June 28, 1918*

*Ratified by the United Kingdom July 1, 1918*

*Ratifications exchanged at London July 30, 1918*

*Entered into force July 30, 1918*

*Proclaimed by the President of the United States July 30, 1918*

*Obsolete after World War I*

40 Stat. 1620; Treaty Series 633

### CONVENTION

The President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being convinced that for the better prosecution of the present war it is desirable that citizens of the United States in Great Britain and British Subjects 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 of America, Robert Lansing, Secretary of State of the United States; and

His Britannic Majesty, The Earl of Reading, Lord Chief Justice of England, High Commissioner and Ambassador Extraordinary and Plenipotentiary on Special Mission 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 <sup>1</sup>

All male citizens of the United States in Great Britain and all male British Subjects in the United States shall, unless before the time limited

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<sup>1</sup> For an understanding relating to art. I, see exchange of notes, p. 382.

by this Convention they enlist or enroll in the forces of their own country or return to the United States or Great Britain 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 British Subjects in the United States the ages for military service shall be for the time being twenty to forty-four years, both inclusive;

*Provided* however that no citizen of the United States in Great Britain and no British Subject in the United States who, before proceeding to Great Britain or the United States, respectively, was ordinarily resident in a place in the possessions of the United States or in His Majesty's Dominions respectively, where the law does not impose compulsory military service shall, by virtue of this Convention, be liable to military service under the laws and regulations of Great Britain or the United States, respectively;

*Provided* further that in the event of compulsory military service being applied to any part of His Majesty's Dominions in which military service at present is not compulsory, British Subjects who, before proceeding to the United States were ordinarily resident in such part of His Majesty's Dominions, shall thereupon be included within the terms of this Convention.

## ARTICLE II

Citizens of the United States and British Subjects within the age limits aforesaid who desire to enter the military service of their own country must, after making such application therefor as may be prescribed by the laws or regulations of the country in which they are, enlist or enroll or must leave Great Britain 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 His Britannic Majesty's Government may through their respective Diplomatic Representatives issue certificates of exemption from military service to citizens of the United States

in Great Britain and British Subjects 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 or subjects 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

This Convention shall not apply to British Subjects in the United States (a) who were born or naturalized in Canada, and who, before proceeding to the United States, were ordinarily resident in Great Britain or Canada or in any other part of His Majesty's Dominions to which compulsory military service has been or may be hereafter by law applied, or outside the British Dominions; or (b) who were not born or naturalized in Canada, but who, before proceeding to the United States, were ordinarily resident in Canada.

#### ARTICLE V

The Government of the United States and His Britannic Majesty's Government will, respectively, so far as possible, facilitate the return of British Subjects 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 VI

No citizen or subject 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 Britannic Majesty or to the United States as the case may be.

#### ARTICLE VII

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 Britannic Majesty, and the ratifications shall be exchanged at Washington or at London 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 subject or 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 third day of June, in the year of our Lord one thousand nine hundred and eighteen.

ROBERT LANSING	[SEAL]
READING	[SEAL]

#### EXCHANGE OF NOTES

*The Ambassador of Great Britain on Special Mission to the  
Secretary of State*

BRITISH EMBASSY  
Washington, June 3, 1918

SIR:

With reference to the Military Service Convention between the United States and Great Britain signed today, I am instructed by His Majesty's Government to explain why the proviso to Article One does not limit the military service of citizens of the United States in Great Britain to those of the ages specified in the laws of the United States prescribing compulsory military service, as requested by the United States Government. The reason for the omission of this clause in the proviso is a desire to avoid the delay that would be involved in modifying the Military Service Acts 1916 to 1918, which control the operation of any convention of this character. I beg you, therefore, to be good enough not to press this proposal.

The effect of these Acts is to make United States citizens in Great Britain under this convention liable to military service between the ages of 18 and 49 both inclusive. The limitation of the ages of United States citizens in Great Britain for the purpose of military service to those prescribed in the laws of the United States relating to compulsory military service may, however, be attained without amendment of these Acts by exercise of the United States of its right of exemption under Article Three.

His Majesty's Government understand, therefore, that the United States Government will exercise their right under Article Three to exempt from compulsory military service in Great Britain all citizens of the United States

in Great Britain, outside the ages specified in the laws of the United States prescribing compulsory military service.

I have the honor to be with the highest consideration, Sir,

Your most obedient, humble servant,

READING

The Honorable ROBERT LANSING,  
*Secretary of State of the United States.*

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*The Secretary of State to the Ambassador of Great Britain on Special Mission*

DEPARTMENT OF STATE,  
*Washington, June 3, 1918*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of this date in regard to the Military Service Convention between the United States and Great Britain signed today, in which you state that you are instructed to explain why the proviso to Article One does not limit the military service of citizens of the United States in Great Britain to those of the ages specified in the laws of the United States prescribing compulsory military service as requested by the United States Government. In explanation Your Excellency states as follows:

"The reason for the omission of this clause in the proviso is a desire to avoid the delay which would be involved in modifying the Military Service Acts 1916 to 1918, which control the operation of any convention of this character. I beg you therefore to be good enough not to press this proposal.

"The effect of these Acts is to make United States citizens in Great Britain under this convention liable to military service between the ages of 18 and 49 years, both inclusive. The limitation of the ages of United States citizens in Great Britain for the purposes of military service to those prescribed in the laws of the United States relating to compulsory military service, may, however, be attained without amendment of these Acts by the exercise by the United States of its right of exemption under Article Three."

Your Excellency adds that

"His Majesty's Government understand, therefore, that the United States Government will exercise its right under Article Three to exempt from compulsory military service in Great Britain all citizens of the United States in Great Britain, outside the ages specified in the laws of the United States prescribing compulsory military service."

In reply I have the honor to inform your Excellency that the Government of the United States is pleased to accept this explanation of said Article One and in lieu of a clause in this Article limiting the military service of citizens of the United States in Great Britain to those of the ages specified in the laws of the United States prescribing compulsory military service to exercise its right under Article Three to exempt from compulsory military service in Great Britain all citizens of the United States in Great Britain outside of the ages specified in the laws of the United States prescribing compulsory military service.

I have the honor to be, with the highest consideration,

Your Excellency's most obedient servant,

ROBERT LANSING

His Excellency

THE EARL OF READING,

*Ambassador of Great Britain  
on Special Mission.*

## MILITARY SERVICE (CANADA)

*Convention signed at Washington June 3, 1918*

*Senate advice and consent to ratification June 24, 1918*

*Ratified by the President of the United States June 28, 1918*

*Ratified by the United Kingdom July 1, 1918*

*Ratifications exchanged at London July 30, 1918*

*Entered into force July 30, 1918*

*Proclaimed by the President of the United States July 30, 1918*

*Obsolete after World War I*

40 Stat. 1624; Treaty Series 634

The President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland, and of the British Dominions Beyond the Seas, Emperor of India, being convinced that for the better prosecution of the present war it is desirable that citizens of the United States in Canada and Canadian British subjects 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 of America, Robert Lansing, Secretary of State of the United States, and

His Britannic Majesty, The Earl of Reading, Lord Chief Justice of England, High Commissioner and Ambassador Extraordinary and Plenipotentiary on Special Mission 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 Canada (hereinafter called Americans) and all male British subjects in the United States (a) who were born or naturalized in Canada, and who, before proceeding to the United

States, were ordinarily resident in Great Britain or Canada or in any other part of His Majesty's Dominions to which compulsory military service has been or may be hereafter by law applied, or outside the British Dominions; or (b) who were not born or naturalized in Canada, but who, before proceeding to the United States, were ordinarily resident in Canada (hereinafter called Canadians) 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 Canada, 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 Americans in Canada, 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 Canadians in the United States the ages for military service shall be for the time being twenty to forty-four years, both inclusive.

## ARTICLE II

Americans and Canadians within the age limits aforesaid who desire to enter the military service of their own country must enlist or enroll, or must leave Canada 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, through the Consul General at Ottawa, and His Britannic Majesty's Government through the British Ambassador at Washington may issue certificates of exemption from military service to Americans and Canadians, 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 or subjects 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 Canada will, respectively, so far as possible facilitate the return of Canadians and Americans 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 or subject 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 the United States or to His Britannic Majesty 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 Britannic Majesty and the ratifications shall be exchanged at Washington or at London 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 or subject 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 third day of June in the year of our Lord one thousand nine hundred and eighteen.

ROBERT LANSING	[SEAL]
READING	[SEAL]

## ARBITRATION

*Agreement signed at Washington June 3, 1918, extending convention of April 4, 1908, as extended*

*Senate advice and consent to ratification June 24, 1918*

*Ratified by the United Kingdom July 15, 1918*

*Ratified by the President of the United States September 20, 1918*

*Ratifications exchanged at Washington September 24, 1918*

*Entered into force September 24, 1918; operative from June 4, 1918*

*Proclaimed by the President of the United States September 30, 1918*

*Expired June 4, 1923*

40 Stat. 1627; Treaty Series 635

The President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being desirous of extending for another five years the period during which the Arbitration Convention concluded between them on April 4, 1908,<sup>1</sup> extended by the agreement concluded between the two Governments on May 31, 1913,<sup>2</sup> shall remain in force, have authorized the undersigned, to wit: Robert Lansing, Secretary of State of the United States and The Earl of Reading, His Britannic Majesty's Ambassador Extraordinary and Plenipotentiary on Special Mission to the United States, to conclude the following Articles:

### ARTICLE I

The Convention of Arbitration of April 4, 1908, between the Government of the United States of America and the Government of His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, the duration of which by Article IV thereof was fixed at a period of five years from the date of the exchange of ratifications of the said Convention on June 4, 1908, which period by the agreement of May 31, 1913, between the two Governments, was extended for five years from June 4, 1913, is hereby extended and continued in force for the further period of five years from June 4, 1918.

<sup>1</sup> TS 494, *ante*, p. 295.

<sup>2</sup> TS 587, *ante*, p. 362.

## ARTICLE II

The present Agreement 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 His Britannic Majesty, and it shall become effective upon the date of the exchange of ratifications which shall take place at Washington as soon as possible.

Done in duplicate, this third day of June, one thousand nine hundred and eighteen.

ROBERT LANSING	[SEAL]
READING	[SEAL]

## TENURE AND DISPOSITION OF REAL AND PERSONAL PROPERTY: ACCESSION OF CANADA

*Convention signed at Washington October 21, 1921, supplementing convention of March 2, 1899*

*Senate advice and consent to ratification November 8, 1921*

*Ratified by the President of the United States November 12, 1921*

*Ratified by the United Kingdom May 1, 1922*

*Ratifications exchanged at Washington June 17, 1922*

*Entered into force June 17, 1922*

*Proclaimed by the President of the United States June 19, 1922*

42 Stat. 2147; Treaty Series 663

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being desirous of permitting the Dominion of Canada to accede to the Convention concerning the tenure and disposition of real and personal property, signed at Washington on March 2, 1899,<sup>1</sup> have agreed to conclude a supplementary Convention for that purpose, and have named as their plenipotentiaries:

The President of the United States of America, the Honorable Charles E. Hughes, Secretary of State of the United States, and

His Britannic Majesty, The Right Honorable Sir Auckland Geddes, K. C. B., his Ambassador Extraordinary and Plenipotentiary at Washington;

Who having communicated to each other their Full Powers, which were found to be in due and proper form, have agreed upon the following Articles:

### ARTICLE I

The provisions of the Convention of March 2nd, 1899, shall become ap-

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<sup>1</sup> TS 146, *ante*, p. 246.

plicable to the Dominion of Canada upon ratification of the present Convention in the manner provided by Article II hereof.

## ARTICLE II

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 His Britannic Majesty. The ratifications shall be exchanged in Washington as soon as practicable and the Convention shall take effect on the date of the exchange of ratifications.

The Convention of March 2, 1899, may be terminated with respect to the Dominion of Canada on twelve months' notice to that effect given at any time by either the United States or His Britannic Majesty.

IN WITNESS WHEREOF, the respective plenipotentiaries have signed this Convention and have hereunto affixed their seals.

Done in duplicate at Washington, this twenty-first day of October, 1921.

CHARLES E. HUGHES [SEAL]

A. C. GEDDES [SEAL]

## EXTRADITION: CANADA

*Convention signed at London May 15, 1922, supplementing convention of July 12, 1889, as supplemented*

*Senate advice and consent to ratification June 21, 1922*

*Ratified by the President of the United States June 27, 1922*

*Ratified by the United Kingdom July 10, 1922*

*Ratifications exchanged at London July 28, 1922*

*Proclaimed by the President of the United States October 24, 1922*

*Entered into force November 3, 1922*

42 Stat. 2224; Treaty Series 666

THE President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being desirous of enlarging the list of crimes on account of which extradition may be granted under the Conventions concluded between the United States and Great Britain on the 12th July, 1889,<sup>1</sup> and the 13th December, 1900,<sup>2</sup> and the 12th April, 1905,<sup>3</sup> with a view to the better administration of justice and the prevention of crime, have resolved to conclude a Supplementary Convention for this purpose, and have appointed as their Plenipotentiaries, to wit:

The President of the United States: the Honourable George Harvey, Ambassador Extraordinary and Plenipotentiary of the United States at the Court of His Britannic Majesty; and

His Britannic Majesty: the Most Honourable the Marquess Curzon of Kedleston, K.G., His Majesty's Principal Secretary of State for Foreign Affairs;

Who, after having communicated to each other their respective full powers, which were found to be in due and proper form, have agreed to and concluded the following Articles:

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<sup>1</sup> TS 139, *ante*, p. 211.

<sup>2</sup> TS 391, *ante*, p. 256.

<sup>3</sup> TS 458, *ante*, p. 272.

## ARTICLE 1

The following crimes are, subject to the provision contained in Article 2 hereof, added to the list of crimes numbered 1 to 10 in the 1st Article of the said Convention of the 12th July, 1889, and to the list of crimes numbered 11 to 13 in Article 1 of the Supplementary Convention concluded between the United States and Great Britain on the 13th December, 1900, and to the list of crimes numbered 14 to 15 in Article 1 of the Supplementary Convention concluded between the United States and Great Britain on the 12th April, 1905, that is to say:

16. Wilful desertion or wilful non-support of minor or dependent children.

## ARTICLE 2

The operation of the present Convention is confined to cases in which the offenses mentioned in the preceding Article having been committed in the United States or in the Dominion of Canada, and the person charged with the offense is found in the Dominion of Canada or in the United States respectively.

## ARTICLE 3

The present Convention shall be considered as an integral part of the said Extradition Conventions of the 12th July, 1889, and the 13th December, 1900, and the 12th April, 1905, and the 1st Article of the said Convention of the 12th July, 1889, shall be read as if the lists of crimes therein contained had originally comprised the additional crimes specified and numbered 16 in the 1st Article of the present Convention, subject to the provision contained in Article 2.

The present Convention shall be ratified, and the ratifications shall be exchanged either at Washington or London as soon as possible.

It shall come into force ten days after its publication in conformity with the laws of the High Contracting Parties, and it shall continue and terminate in the same manner as the said Convention of the 12th July, 1889.

In testimony whereof the respective Plenipotentiaries have signed the present Convention in duplicate, and have thereunto affixed their seals.

Done at London, this 15th day of May, 1922.

GEORGE HARVEY	[SEAL]
CURZON OF KEDLESTON	[SEAL]

## HALIBUT FISHERY OF NORTHERN PACIFIC OCEAN AND BERING SEA

*Convention signed at Washington March 2, 1923*

*Senate advice and consent to ratification May 31, 1924*

*Ratified by the President of the United States June 4, 1924*

*Ratified by the United Kingdom July 21, 1924*

*Ratifications exchanged at Washington October 21, 1924*

*Entered into force October 21, 1924*

*Proclaimed by the President of the United States October 22, 1924*

*Replaced May 9, 1931, by convention of May 9, 1930*<sup>1</sup>

43 Stat. 1841; Treaty Series 701

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland, and of the British Dominions beyond the Seas, Emperor of India, being equally desirous of securing the preservation of the halibut fishery of the Northern Pacific Ocean have resolved to conclude a Convention for this purpose, and have named as their plenipotentiaries:

The President of the United States of America: Charles Evans Hughes, Secretary of State of the United States; and

His Britannic Majesty: The Honorable Ernest Lapointe, K. C., B. A., LL. B., Minister of Marine and Fisheries of Canada;

Who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon the following articles:

### ARTICLE I

The nationals and inhabitants and the fishing vessels and boats, of the United States and of the Dominion of Canada, respectively, are hereby prohibited from fishing for halibut (*Hippoglossus*) both in the territorial waters and in the high seas off the western coasts of the United States, including Bering Sea, and of the Dominion of Canada, from the 16th day of November next after the date of the exchange of ratifications of this Convention, to the

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<sup>1</sup> TS 837, *ante*, vol. 6, p. 37, CANADA.

15th day of the following February, both days inclusive, and within the same period yearly thereafter, provided that upon the recommendation of the International Fisheries Commission hereinafter described, this close season may be modified or suspended at any time after the expiration of three such seasons, by a special agreement concluded and duly ratified by the High Contracting Parties.

It is understood that nothing contained in this Article shall prohibit the nationals or inhabitants and the fishing vessels or boats of the United States and of the Dominion of Canada, from fishing in the waters hereinbefore specified for other species of fish during the season when fishing for halibut in such waters is prohibited by this Article. Any halibut that may be taken incidentally when fishing for other fish during the season when fishing for halibut is prohibited under the provisions of this Article may be retained and used for food for the crew of the vessel by which they are taken. Any portion thereof not so used shall be landed and immediately turned over to the duly authorized officers of the Department of Commerce of the United States or of the Department of Marine and Fisheries of the Dominion of Canada. Any fish turned over to such officers in pursuance of the provisions of this Article shall be sold by them to the highest bidder and the proceeds of such sale, exclusive of the necessary expenses in connection therewith, shall be paid by them into the treasuries of their respective countries.

## ARTICLE II

Every national or inhabitant, vessel or boat of the United States or of the Dominion of Canada engaged in halibut fishing in violation of the preceding Article may be seized except within the jurisdiction of the other party by the duly authorized officers of either High Contracting Party and detained by the officers making such seizure and delivered as soon as practicable to an authorized official of the country to which such person, vessel or boat belongs, at the nearest point to the place of seizure, or elsewhere, as may be mutually agreed upon. The authorities of the nation to which such person, vessel or boat belongs alone shall have jurisdiction to conduct prosecutions for the violation of the provisions of the preceding Article or of the laws or regulations which either High Contracting Party may make to carry those provisions into effect, and to impose penalties for such violations; and the witnesses and proofs necessary for such prosecutions, so far as such witnesses or proofs are under the control of the other High Contracting Party, shall be furnished with all reasonable promptitude to the authorities having jurisdiction to conduct the prosecutions.

## ARTICLE III

The High Contracting Parties agree to appoint within two months after the exchange of ratifications of this Convention, a Commission to be known as the International Fisheries Commission, consisting of four members, two to

be appointed by each party. This Commission shall continue to exist so long as this Convention shall remain in force. Each party shall pay the salaries and expenses of its own members, and joint expenses incurred by the Commission shall be paid by the two High Contracting Parties in equal moieties.

The Commission shall make a thorough investigation into the life history of the Pacific halibut and such investigation shall be undertaken as soon as practicable. The Commission shall report the results of its investigation to the two Governments and shall make recommendations as to the regulation of the halibut fishery of the North Pacific Ocean, including the Bering Sea, which may seem to be desirable for its preservation and development.

#### ARTICLE IV

The High Contracting Parties agree to enact and enforce such legislation as may be necessary to make effective the provisions of this Convention with appropriate penalties for violations thereof.

#### ARTICLE V

This Convention shall remain in force for a period of five years and thereafter until two years from the date when either of the High Contracting Parties shall give notice to the other of its desire to terminate it. It shall be ratified in accordance with the constitutional methods of the High Contracting Parties. The ratifications shall be exchanged in Washington as soon as practicable, and the Convention shall come into force on the day of the exchange of ratifications.

IN FAITH WHEREOF, the respective plenipotentiaries have signed the present Convention in duplicate, and have thereunto affixed their seals.

DONE at the City of Washington, the second day of March, in the year of our Lord one thousand nine hundred and twenty-three.

CHARLES EVANS HUGHES	[SEAL]
ERNEST LAPOINTE	[SEAL]

## DEBT FUNDING

*Proposal signed at Washington June 18, 1923; acceptance signed at  
Washington June 19, 1923*

*Operative from December 15, 1922*

*Modified by agreement of June 4, 1932 <sup>1</sup>*

Treasury Department print

### PROPOSAL

Dated the eighteenth day of June, 1923, by His Britannic Majesty's Government (hereinafter called GREAT BRITAIN) to the Government of the United States of America (hereinafter called the UNITED STATES) regarding the funding of the debt of Great Britain to the United States

Whereas Great Britain is indebted to the United States as of 15th December, 1922, upon demand obligations in the principal amount of \$4,074,818,-358.44, not including obligations in the principal amount of \$61,000,000, representing advances deemed to have been made to cover purchases of silver under the Act of Congress approved 23rd April, 1918, of which \$30,500,000 has been repaid in April and May, 1923, and the balance is to be repaid in 1924, pursuant to an agreement already made between the parties, and Great Britain is further indebted to the United States, as of 15th December, 1922, on account of interest accrued from 15th April and 15th May, 1919, on said \$4,074,818,358.44, principal amount of demand obligations:

And whereas Great Britain has power under the War Loan Act, 1919 (9 and 10 Geo. 5, cap 37) to issue securities in exchange for maturing securities issued under the War Loan Acts, 1914 to 1918:

And whereas the demand obligations now held by the United States Treasury were so issued, and will become payable upon the request of the United States Treasury for their payment:

Now therefore Great Britain proposes, in the exercise of the powers above recited and in consideration and in faith of the statements, conditions, premises and mutual covenants herein contained, to issue to the United States, in exchange for the demand obligations now held by the United States Treasury,

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<sup>1</sup> *Post*, p. 491.

securities which shall be in their terms and conditions in accordance with the following provisions:

### 1. *Amount of Indebtedness*

The total amount of indebtedness to be funded is \$4,600,000,000, which has been computed as follows:

Principal amount of demand obligations to be funded . . . . .	\$4, 074, 818, 358. 44	
Interest accrued thereon from 15th April and 15th May, 1919, respectively, to 15th December, 1922, at the rate of $4\frac{1}{4}$ per cent per annum . . . . .	\$629, 836, 106. 99	
Less—Payments made by Great Britain on 16th October and 15th November, 1922, on account of interest, with interest thereon at $4\frac{1}{4}$ per cent per annum from said dates, respectively, to 15th December, 1922. . . . .	100, 526, 379. 69	529, 309, 727. 30
Total principal and interest, accrued and unpaid, as of 15th December, 1922. . . . .		4, 604, 128, 085. 74
Paid in cash by Great Britain, 15th March, 1923. . . . .		4, 128, 085. 74
Total indebtedness to be funded into bonds of Great Britain. . . . .		4, 600, 000, 000. 00

### 2. *Issue of Long-Time Obligations*

The securities, which it is proposed to issue at par as promptly as possible, shall be obligations in the principal amount of \$4,600,000,000, in the form of bonds to be dated 15th December, 1922, maturing 15th December, 1984, with interest payable semi-annually on 15th June and 15th December in each year at the rate of 3 per cent per annum from 15th December, 1922, to 15th December, 1932, and thereafter at the rate of  $3\frac{1}{2}$  per cent per annum until the principal thereof shall have been repaid.

### 3. *Method of Payment*

The bonds shall be payable as to both principal and interest in United States gold coin of the present standard of weight and fineness, or its equivalent in gold bullion, or, at the option of Great Britain, upon not less than thirty days' advance notice indicating the minimum amount which it is contemplated to pay at next due date in gold, cash or available funds, in any bonds of the United States issued or to be issued after 6th April, 1917, to be taken at par and accrued interest to the date of payment hereunder: *provided, however*, that Great Britain may at its option, upon not less than ninety days' advance notice, pay up to one-half of any interest accruing between 15th December, 1922, and 15th December, 1927, on any British bonds proposed to be issued hereunder, in bonds of Great Britain, maturing

15th December, 1984, dated and bearing interest from the respective dates when the interest to be paid thereby becomes due and substantially similar in other respects to the original bonds proposed to be issued hereunder.

All payments to be made by Great Britain on account of the principal or interest of any bonds proposed to be issued hereunder 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 at the option of Great Britain in gold coin of the United States or in gold bullion or in immediately available funds (or, if in bonds of the United States, shall be in form acceptable to the Secretary of the Treasury of the United States). Appropriate notation of all payments on account of principal shall be made on the bonds proposed to be issued hereunder which may be held by the United States: *provided, however*, that all payments in respect of any marketable obligations issued under paragraph 9 of this proposal shall be made at the office of the fiscal agents of the British Government in the City of New York.

#### 4. *Exemption from Taxation*

The principal and interest of all bonds issued or to be issued hereunder shall be exempt from all British taxation, present or future, so long as they are in the beneficial ownership of the United States or of a person, firm, association, or corporation neither domiciled nor ordinarily resident in the United Kingdom.

#### 5. *Form of Bonds*

All bonds proposed to be issued hereunder to the United States shall be payable to the United States of America, or order, shall be issued, so far as possible, in denominations of \$4,600,000 each, and shall be substantially in the form set forth in the exhibit annexed hereto, and marked "Exhibit A." The bonds shall be signed for Great Britain by the Counsellor of His Britannic Majesty's Embassy at Washington.

#### 6. *Repayment of Principal*

To provide for the repayment of the total principal of the debt before maturity of the \$4,600,000,000 principal amount of bonds to be issued, it is proposed that the bonds shall contain provisions the effect of which shall be that Great Britain shall make to the United States payments, on account of the original principal amount of the bonds to be issued, in the amounts and on the dates named in the following table:

Date	Annual instalments to be paid on account of principal	Date	Annual instalments to be paid on account of principal
15th December:		15th December—Continued	
1923.....	\$23, 000, 000	1955.....	\$64, 000, 000
1924.....	23, 000, 000	1956.....	64, 000, 000
1925.....	24, 000, 000	1957.....	67, 000, 000
1926.....	25, 000, 000	1958.....	70, 000, 000
1927.....	25, 000, 000	1959.....	72, 000, 000
1928.....	27, 000, 000	1960.....	74, 000, 000
1929.....	27, 000, 000	1961.....	78, 000, 000
1930.....	28, 000, 000	1962.....	78, 000, 000
1931.....	28, 000, 000	1963.....	83, 000, 000
1932.....	30, 000, 000	1964.....	85, 000, 000
1933.....	32, 000, 000	1965.....	89, 000, 000
1934.....	32, 000, 000	1966.....	94, 000, 000
1935.....	32, 000, 000	1967.....	96, 000, 000
1936.....	32, 000, 000	1968.....	100, 000, 000
1937.....	37, 000, 000	1969.....	105, 000, 000
1938.....	37, 000, 000	1970.....	110, 000, 000
1939.....	37, 000, 000	1971.....	114, 000, 000
1940.....	42, 000, 000	1972.....	119, 000, 000
1941.....	42, 000, 000	1973.....	123, 000, 000
1942.....	42, 000, 000	1974.....	127, 000, 000
1943.....	42, 000, 000	1975.....	132, 000, 000
1944.....	46, 000, 000	1976.....	136, 000, 000
1945.....	46, 000, 000	1977.....	141, 000, 000
1946.....	46, 000, 000	1978.....	146, 000, 000
1947.....	51, 000, 000	1979.....	151, 000, 000
1948.....	51, 000, 000	1980.....	156, 000, 000
1949.....	51, 000, 000	1981.....	162, 000, 000
1950.....	53, 000, 000	1982.....	167, 900, 000
1951.....	55, 000, 000	1983.....	175, 000, 000
1952.....	57, 000, 000	1984.....	175, 000, 000
1953.....	60, 000, 000		
1954.....	64, 000, 000		
		Total.....	4, 600, 000, 000

*Provided, however,* that Great Britain may at its option, upon not less than ninety days' advance notice, postpone any payment of principal falling due as hereinabove provided to any subsequent 15th June or 15th December, not more than two years distant from its due date, but only on condition that, if Great Britain shall at any time exercise this option as to any payment of principal, the payment falling due in the next succeeding year cannot 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 cannot be postponed at all unless and until the payment of principal due two years previous thereto shall actually have been made.

In the event of Great Britain issuing bonds to the United States in payment of interest accruing between 15th December, 1922, and 15th December, 1927, as proposed in paragraph 3 above, the bonds so issued shall contain provision for the payment of their principal before maturity through annual

instalments on account of principal corresponding substantially to the schedule of payments on account of principal appearing in the table hereinabove set forth.

#### *7. Payments before Maturity*

Great Britain may at its option, on any interest date or dates upon not less than ninety days' advance notice, make advance payments of principal, in addition to the payments required to be made by the provisions of the bonds in accordance with paragraph 6 of this proposal. Any such additional payments shall first be applied to the principal of any bonds which shall have been issued hereunder on account of interest accruing between 15th December, 1922, and 15th December, 1927, and then to the principal of any other bonds which shall have been issued hereunder. Any payments made to the United States under this provision shall be in amounts of \$1,000,000 or multiples thereof.

#### *8. Calculation of Interest*

Notwithstanding anything herein contained, the interest payable from time to time on the bonds proposed to be issued shall be computed on the amount of the principal outstanding on the previous interest date, with adjustments in respect of any payment on account of principal which may have been made since the previous interest date.

#### *9. Exchange for Marketable Obligations*

Great Britain 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 proposed 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, exemption from taxation, payment in bonds of the United States issued or to be issued after 6th April, 1917, payment before maturity, and the like, as the bonds surrendered on such exchange, except that the bonds shall carry such provision for repayment of principal as shall be agreed upon; provided that, if no agreement to the contrary is arrived at, any such bonds shall contain separate provision for payments before maturity, conforming substantially to the table of repayments of principal prescribed by paragraph 6 of this proposal and in form satisfactory to the Secretary

of the Treasury of the United States, such payments to be computed on a basis to accomplish the retirement of any such bonds by 15th December, 1984, and to be made through annual drawings for redemption at par and accrued interest. Any payments of principal thus made before maturity on any such bonds shall be deducted from the payments required to be made by Great Britain to the United States in the corresponding years under the terms of the table of repayments of principal prescribed in paragraph 6 of this proposal.

Great Britain 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 a form to be agreed upon within three months of the receipt of such request. The United States, before offering any such bonds or interim receipts for sale in Great Britain, will first offer them to Great Britain for purchase at par and accrued interest and Great Britain shall likewise have the option, in lieu of issuing to the United States any such bonds or interim receipts, to make advance redemption, at par and accrued interest, of a corresponding amount of bonds issued hereunder and held by the United States.

#### *10. Cancellation and Surrender of Demand Obligations*

Upon the delivery to the United States of the \$4,600,000,000 principal amount of bonds proposed to be issued hereunder, the United States will cancel and surrender to Great Britain, through the British Ambassador at Washington, or his representative, at the Treasury of the United States in Washington, the demand obligations of Great Britain in the principal amount of \$4,074,818,358.44 described in the preamble to this proposal.

#### *11. 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 British Embassy at Washington or at the office of the Permanent Secretary of the British Treasury in London; and any notice, request, or election from or by Great Britain shall be sufficient if delivered to the American Embassy in London or to the Secretary of the Treasury of the United States 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.

Signed on behalf of the Lords Commissioners of His Majesty's Treasury, this eighteenth day of June, 1923.

*Washington.*

A. GEDDES,  
*His Britannic Majesty's Ambassador  
Extraordinary and Plenipotentiary*

# EXHIBIT "A"

(Form of Bond)

## THE GOVERNMENT OF THE UNITED KINGDOM

Sixty-two year 3-3½ per cent Gold Bond

Dated 15th December, 1922. Maturing 15th December, 1984.

\$

No.

The Government of the United Kingdom, hereinafter called Great Britain, for value received, promises to pay to the United States of America, hereinafter called the United States, or order, on the 15th day of December, 1984, the sum of Four Million Six Hundred Thousand Dollars (\$4,600,000), less any amount which may have been paid upon the principal hereof as endorsed upon the back hereof, 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 15th December, 1922, to 15th December, 1932, and at the rate of three and one-half per cent per annum thereafter until the principal hereof shall have been paid. All payments on account of principal and/or interest 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. This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of weight and fineness or in its equivalent in gold bullion, or, at the option of Great Britain, upon not less than thirty days' notice indicating the minimum amount which it is contemplated to pay at next due date in gold, cash or available funds, in any bonds of the United States issued or to be issued after 6th April, 1917, to be taken at par and accrued interest to the date of payment hereunder; *provided, however,* that Great Britain may at its option, upon not less than ninety days' advance notice, pay up to one-half of any interest accruing hereon between 15th December, 1922, and 15th December, 1927, in bonds of Great Britain dated and bearing interest from the respective dates when the interest to be paid thereby becomes due, and substantially similar in maturity and other respects to this bond.

The principal and interest of this bond shall be exempt from all British taxation, present or future, so long as it is in the beneficial ownership of the United States, or of a person, firm, association or corporation neither domiciled or ordinarily resident in the United Kingdom.

In order to provide for the repayment of the principal of this bond before maturity, Great Britain will make to the United States payments of principal in the amounts, and on the dates shown in the following table:

Date	Annual instalments to be paid on account of principal	Date	Annual instalments to be paid on account of principal
15th December:		15th December—Continued	
1923.....	\$23, 000	1955.....	\$64, 000
1924.....	23, 000	1956.....	64, 000
1925.....	24, 000	1957.....	67, 000
1926.....	25, 000	1958.....	70, 000
1927.....	25, 000	1959.....	72, 000
1928.....	27, 000	1960.....	74, 000
1929.....	27, 000	1961.....	78, 000
1930.....	28, 000	1962.....	78, 000
1931.....	28, 000	1963.....	83, 000
1932.....	30, 000	1964.....	85, 000
1933.....	32, 000	1965.....	89, 000
1934.....	32, 000	1966.....	94, 000
1935.....	32, 000	1967.....	96, 000
1936.....	32, 000	1968.....	100, 000
1937.....	37, 000	1969.....	105, 000
1938.....	37, 000	1970.....	110, 000
1939.....	37, 000	1971.....	114, 000
1940.....	42, 000	1972.....	119, 000
1941.....	42, 000	1973.....	123, 000
1942.....	42, 000	1974.....	127, 000
1943.....	42, 000	1975.....	132, 000
1944.....	46, 000	1976.....	136, 000
1945.....	46, 000	1977.....	141, 000
1946.....	46, 000	1978.....	146, 000
1947.....	51, 000	1979.....	151, 000
1948.....	51, 000	1980.....	156, 000
1949.....	51, 000	1981.....	162, 000
1950.....	53, 000	1982.....	167, 000
1951.....	55, 000	1983.....	175, 000
1952.....	57, 000	1984.....	175, 000
1953.....	60, 000		
1954.....	64, 000	Total.....	4, 600, 000

*Provided, however,* that Great Britain may, at its option, upon not less than ninety days' advance notice, postpone any payment of principal falling due, as hereinabove provided, to any subsequent 15th June or 15th December, not more than two years distant from its due date, but only on condition that if Great Britain shall at any time exercise this option as to any payment of principal, the payment falling due in the next succeeding year cannot 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 cannot be postponed at all unless and until the payment of principal due two years previous thereto shall actually have been made.

This bond may be paid on any interest date before maturity in whole or in part, in amounts of \$1,000,000, or multiples thereof, at the option of Great Britain, on not less than ninety days' advance notice.

This bond is issued by Great Britain pursuant to the proposal, dated the 18th day of June, 1923, and to the Acceptance of proposal, dated the 19th day of June, 1923.

IN WITNESS WHEREOF, Great Britain has caused this bond to be executed in its behalf by the Counselor of His Britannic Majesty's Embassy at Washington, thereunto duly authorized.

For the United Kingdom:

Dated 15th December, 1922.

(Back)

The following amounts have been paid upon the principal amount of this bond:

Date.

Amount paid.

## ACCEPTANCE

JUNE 19, 1923

The Right Honorable,  
Sir AUCKLAND GEDDES, G.C.M.G., K.C.B.,  
*Ambassador Extraordinary and Plenipotentiary,  
The British Embassy,  
Washington, D.C.*

MY DEAR MR. AMBASSADOR: I have the honor to acknowledge the receipt of your note of June 18, 1923, transmitting the proposal dated the 18th day of June, 1923, by His Britannic Majesty's Government to the Government of the United States of America regarding the funding of the debt of Great Britain to the United States. This proposal is agreeable to the World War Foreign Debt Commission, and I am writing for the Commission and by its authority to advise you that the proposal is hereby accepted on behalf of the United States of America, pursuant to the authority conferred by the Act of Congress approved February 9, 1922, as amended by the Act of Congress approved February 28, 1923. In accordance therewith I am writing to ask that the bonds as contemplated thereby may be delivered as soon as possible to the Secretary of the Treasury of the United States in exchange for the demand obligations amounting to \$4,074,818,358.44 now held by him which are otherwise now payable.

Very truly yours,

A. W. MELLON,  
*Secretary of the Treasury, and Chairman of  
the World War Foreign Debt Commission*

Approved:

WARREN G. HARDING,  
*President.*

June 19, 1923.

## ARBITRATION

*Agreement and exchange of notes signed at Washington June 23, 1923,  
extending convention of April 4, 1908, as extended*

*Ratified by the United Kingdom August 1, 1923*

*Senate advice and consent to ratification December 18, 1923*

*Ratified by the President of the United States December 28, 1923*

*Ratifications exchanged at Washington December 29, 1923*

*Entered into force December 29, 1923; operative from June 4, 1923*

*Proclaimed by the President of the United States December 29, 1923*

*Expired June 4, 1928*

43 Stat. 1695; Treaty Series 674

### AGREEMENT

The President of the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, being desirous of extending for another five years the period during which the Arbitration Convention concluded between them on April 4, 1908,<sup>1</sup> extended by the Agreement concluded between the two Governments on May 31, 1913,<sup>2</sup> and further extended by the Agreement concluded between the two Governments on June 3, 1918,<sup>3</sup> shall remain in force, have respectively authorized the undersigned, to wit: Charles Evans Hughes, Secretary of State of the United States; and Sir Auckland Geddes, G.C.M.G., K.C.B., His Britannic Majesty's Ambassador Extraordinary and Plenipotentiary to the United States, to conclude the following Articles:

### ARTICLE I

The Convention of Arbitration of April 4, 1908, between the Government of the United States of America and the Government of His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, the duration of which by Article IV thereof was fixed at a period of five years from the date of the exchange of ratifications of the said Convention on June 4, 1908, which period by the Agreement of May 31, 1913, between the two Governments

<sup>1</sup> TS 494, *ante*, p. 295.

<sup>2</sup> TS 587, *ante*, p. 362.

<sup>3</sup> TS 635, *ante*, p. 388.

was extended for five years from June 4, 1913, and was extended by the Agreement between them of June 3, 1918, for the further period of five years from June 4, 1918, is hereby extended and continued in force for the further period of five years from June 4, 1923.

## ARTICLE II

The present Agreement 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 His Britannic Majesty, and it shall become effective upon the date of the exchange of ratifications which shall take place at Washington as soon as possible.

Done in duplicate, this twenty-third day of June, one thousand nine hundred and twenty-three.

CHARLES EVANS HUGHES	[SEAL]
A. GEDDES	[SEAL]

## EXCHANGE OF NOTES

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
Washington, June 23, 1923

EXCELLENCY:

In connection with the signing today of an agreement for the renewal of the Convention of Arbitration concluded between the United States and Great Britain, April 4, 1908, and renewed from time to time, I have the honor, in pursuance of our informal conversations, to state the following understanding which I shall be glad to have you confirm on behalf of your Government.

On February 24 last the President proposed to the Senate that it consent under certain stated conditions to the adhesion by the United States to the Protocol of December 16, 1920, under which the Permanent Court of International Justice had been created at The Hague. As the Senate does not convene in its regular session until December next, action upon this proposal will necessarily be delayed. In the event that the Senate gives its assent to the proposal, I understand that the British Government will not be averse to considering a modification of the Convention of Arbitration which we are renewing, or the making of a separate agreement, providing for the reference of disputes mentioned in the Convention to the Permanent Court of International Justice.

Accept, Excellency, the renewed assurance of my highest consideration.

CHARLES E. HUGHES

The Right Honorable

SIR AUCLAND GEDDES, G.C.M.G., K.C.B.,  
*Ambassador of Great Britain.*

*The British Ambassador to the Secretary of State*

No. 523

BRITISH EMBASSY,  
*Washington, D.C., June 23, 1923*

SIR:

I have the honour to acknowledge the receipt of your note of today's date in which you were so good as to inform me, in connection with the renewal of the Arbitration Convention of April 4th, 1908, between Great Britain and the United States, that the President of the United States had proposed to the Senate the adherence of the United States, under certain conditions, to the Protocol of December 16th, 1920, creating the Permanent Court of International Justice at the Hague, and that, if the Senate assents to this proposal, you understand that His Britannic Majesty's Government would be prepared to consider the conclusion of an agreement, providing for the reference to the Permanent Court of International Justice of disputes mentioned in the Convention.

Under instructions from His Majesty's Principal Secretary of State for Foreign Affairs I have the honor to confirm your understanding of His Majesty's Government's attitude on this point and to state that if the Senate approve the President's proposal His Majesty's Government will be prepared to consider with the United States Government the conclusion of an agreement for the reference to the Permanent Court of International Justice of disputes mentioned in the Arbitration Convention.

I have the honour to be with the highest consideration, Sir, your most obedient, humble servant,

A. GEDDES

The Honourable

CHARLES E. HUGHES,

*Secretary of State of the United States,  
Washington, D.C.*

## NARCOTIC DRUGS

*Exchange of notes at Washington June 29, August 7, and December 12 and 28, 1923*

*Entered into force December 28, 1923*

*Extended to the Philippine Islands and the Straits Settlements by agreement of October 22, 1927, and January 16 and November 15, 1928*<sup>1</sup>

Department of State files

*The British Chargé d'Affaires to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
June 29th, 1923

No. 540

SIR,

I have the honour to inform you, in view of the great interest taken by the United States Government in opium questions and the work of the Opium Committee of the League of Nations, that, at its Fourth Session, held at Geneva from the 8th to the 14th of January, 1923, the Advisory Committee on the traffic in opium made the following recommendation, which was adopted by the Council on February 1st last:

"That the Governments be asked to extend the arrangement for the mutual exchange of information in regard to seizures to include information in regard to the proceedings and movements of persons who are known to the authorities to be engaged in carrying on an illicit traffic in drugs."

This recommendation has been accepted by His Britannic Majesty's Government and the Secretary-General of the League of Nations has been so informed.

His Majesty's Secretary of State for the Colonies has addressed a circular despatch to the Governors of all Colonies and Protectorates, in which he expresses the hope that each of them will be able to cause this recommendation to be put into force so far as his own administration is concerned; and

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<sup>1</sup> *Post*, p. 470.

he has further directed them to cause any information of the nature indicated, which may be of immediate importance to neighbouring administrations, to be communicated to the British Consul in the country concerned.

In order that the United States authorities may have the benefit of any information which is communicated to His Majesty's Consular Officers in the United States in this connection, I have taken pleasure in instructing His Majesty's Consular Officers to forward any such information to the local authorities in the districts under their supervision.

I have the honour to be,  
with the highest consideration  
Sir,  
your most obedient,  
humble servant,

HENRY GETTY CHILTON

The Honourable  
CHARLES E. HUGHES,  
*Secretary of State of the United States,*  
*Washington, D.C.*

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*The Secretary of State to the British Chargé d'Affaires ad interim*

AUGUST 7, 1923

SIR:

I have the honor to acknowledge the receipt of your note No. 540 of June 29, 1923, in which you informed me that His Britannic Majesty's Government had accepted a recommendation made by the Advisory Committee on the Traffic in Opium at its Fourth Session to the following effect:

"That the Governments be asked to extend the arrangement for the mutual exchange of information in regard to seizures to include information in regard to the proceedings and movements of persons who are known to the authorities to be engaged in carrying on an illicit traffic in drugs."

Your note further stated that His Majesty's Secretary of State for the Colonies has addressed a circular despatch to the Governors of all Colonies and Protectorates in which he expresses the hope that each of them will be able to cause this recommendation to be put into force so far as his own administration is concerned; and that he has further directed them to cause any information of the nature indicated, which may be of immediate importance, to be communicated to the British Consul in the country concerned.

You add that in order that the United States authorities may have the benefit of any information which is communicated to His Majesty's Consular Officers in this connection, you have instructed His Majesty's Consular

Officers to forward any such information to the local authorities in the districts under their supervision.

Your note was immediately referred to the Department concerned, and I have received a reply to the effect that such information coming to the attention of British Consular Officers in the United States may be communicated to the nearest Collector of Customs. A list of the Collectors of Customs is appended hereto.<sup>2</sup>

I take pleasure in assuring you that the Government of the United States is deeply gratified by the action of His Majesty's Government, and is prepared to cooperate to the fullest extent in transmitting information of the character suggested. To this end, the Department of State is desirous, if agreeable to your Government, of instructing its Diplomatic and Consular Officers to cooperate with their British colleagues, or the competent British authorities (if in British territory) in collecting and forwarding information that will lead to the seizure of illicit narcotic drugs and the detection or apprehension of persons engaged in this traffic.

Accept, Sir, the renewed assurance of my high consideration.

CHARLES E. HUGHES

Enclosure:

As stated.

MR. HENRY GETTY CHILTON,  
*Chargé d'Affaires ad interim*  
*of Great Britain.*

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*The British Chargé d'Affaires ad interim to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON.

*December 12th, 1923*

No. 1059

SIR:

With reference to the note which you were so good as to address to me on the 7th of August last, with regard to the extension of the arrangements for the mutual exchange of information concerning seizures of drugs so as to include information regarding the activities and movements of persons known to be engaged in such illicit traffic, I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to state that His Majesty's Government welcome the proposal contained in the final paragraph of your note under reference, and that instructions are being issued to the competent authorities in the British Empire and to His Majesty's Diplo-

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<sup>2</sup> Not printed here.

matic and Consular representatives abroad to co-operate with the United States authorities in the manner proposed.

His Majesty's Government would be grateful if, in pursuance of this arrangement, the appropriate United States authorities would communicate the information in question to the following British officials:

In Great Britain . . . . .	His Majesty's Principal Secretary of State for Home Affairs; in cases of special urgency, the local police authorities or Customs officials may also be communicated with direct.
In Ireland . . . . .	The Ministry of Home Affairs, Dublin.
In India . . . . .	His Majesty's Collectors of Customs.
In Australia . . . . .	Department of Trade and Customs, Melbourne.
In Canada . . . . .	Deputy Minister, Department of Health, Ottawa.
In New Zealand . . . . .	Comptroller of Customs, Wellington, New Zealand.
In the Union of South Africa . . .	Secretary for Public Health, Department of Public Health, Union Building, Pretoria.
In Newfoundland . . . . .	Minister of Finance and Customs, St. John's, Newfoundland.
In British Colonies not possessing responsible Government, in British Protectorates and in Tanganyika territory.	The Chief Customs officer in each case.

I am instructed to enquire whether the United States Government would entertain any objection to the communication by His Majesty's Government to the League of Nations of the present correspondence.

I have the honour to be,  
with the highest consideration,

Sir,

Your most obedient,  
humble servant,

HENRY GETTY CHILTON

The Honourable

CHARLES E. HUGHES,  
*Secretary of State of the  
United States,  
Washington, D.C.*

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*The Secretary of State to the British Chargé d'Affaires ad interim*

DECEMBER 28, 1923

SIR:

I have the honor to acknowledge the receipt of your Note No. 1059 of December 12, 1923, in regard to arrangements for the mutual exchange of information regarding seizures of illicit narcotic drugs and the activities and movements of persons known to be engaged in such traffic, and note with pleasure that your Government welcomes more extended cooperation between officials to this end. Appropriate instructions are being sent to the Diplomatic and Consular officers of this Government in this sense.

This Government has no objection to the communication of this correspondence (your Note No. 540 of June 29, 1923, my reply thereto of August 7, 1923, your note under acknowledgement, and the present communication) by His Majesty's Government in the manner indicated in the final paragraph of your note.

Accept, Sir, the renewed assurance of my high consideration.

CHARLES E. HUGHES

Mr. HENRY GETTY CHILTON,  
*Chargé d'Affaires ad interim  
of Great Britain.*

## SMUGGLING OF INTOXICATING LIQUORS

*Convention signed at Washington January 23, 1924*

*Senate advice and consent to ratification March 13, 1924*

*Ratified by the President of the United States March 21, 1924*

*Ratified by the United Kingdom April 30, 1924*

*Ratifications exchanged at Washington May 22, 1924*

*Entered into force May 22, 1924*

*Proclaimed by the President of the United States May 22, 1924*

43 Stat. 1761; Treaty Series 685

The President of the United States of America:

And His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India;

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:

Charles Evans Hughes, Secretary of State of the United States;

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India:

The Right Honorable Sir Auckland Campbell Geddes, G.C.M.G., K.C.B., His Ambassador Extraordinary and Plenipotentiary 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 coast-line outwards and measured from low-water mark constitute the proper limits of territorial waters.

## ARTICLE II

(1) His Britannic Majesty agrees that he will raise no objection to the boarding of private vessels under the British 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 instituted.

(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 British 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 British 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 Claims Commission established under the provisions of the Agreement for the Settlement of Outstanding Pecuniary Claims signed at Washington the 18th August, 1910,<sup>1</sup> but the claim shall not, before submission to the tribunal, require to be included in a schedule of claims confirmed in the manner therein provided.

#### 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 His Britannic Majesty; 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 twenty-third day of January, in the year of our Lord one thousand nine hundred and twenty-four.

CHARLES EVANS HUGHES	[SEAL]
A. C. GEDDES	[SEAL]

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<sup>1</sup> TS 573, *ante*, p. 344.

## RIGHTS IN PALESTINE

*Convention signed at London December 3, 1924*

*Senate advice and consent to ratification February 20, 1925*

*Ratified by the President of the United States March 2, 1925*

*Ratified by the United Kingdom March 18, 1925*

*Ratifications exchanged at London December 3, 1925*

*Entered into force December 3, 1925*

*Proclaimed by the President of the United States December 5, 1925*

*Terminated May 14-15, 1948*<sup>1</sup>

44 Stat. 2184; Treaty Series 728

WHEREAS by the Treaty of Peace concluded with the Allied Powers,<sup>2</sup> Turkey renounces all her rights and titles over Palestine; and

Whereas article 22 of the Covenant of the League of Nations<sup>3</sup> in the Treaty of Versailles provides that in the case of certain territories which, as a consequence of the late war, ceased to be under the sovereignty of the States which formerly governed them, mandates should be issued, and that the terms of the mandate should be explicitly defined in each case by the Council of the League; and

Whereas the Principal Allied Powers have agreed to entrust the mandate for Palestine to His Britannic Majesty; and

Whereas the terms of the said mandate have been defined by the Council of the League of Nations, as follows:

“The Council of the League of Nations:

“Whereas the Principal Allied Powers have agreed, for the purpose of giving effect to the provisions of article 22 of the Covenant of the League of Nations, to entrust to a Mandatory selected by the said Powers the administration of the territory of Palestine, which formerly belonged to the Turkish Empire, within such boundaries as may be fixed by them; and

“Whereas the Principal Allied Powers have also agreed that the Mandatory should be responsible for putting into effect the declaration originally made on the 2nd November, 1917, by the Government of His Britannic Majesty,

<sup>1</sup> Date of proclamation establishing State of Israel.

<sup>2</sup> Treaty signed at Lausanne July 24, 1923; for text, see 28 LNTS 11.

<sup>3</sup> For text, see *ante*, vol. 2, p. 55.

and adopted by the said Powers, in favour of the establishment in Palestine of a national home for the Jewish people, it being clearly understood that nothing should be done which might prejudice the civil and religious rights of existing non-Jewish communities in Palestine, or the rights and political status enjoyed by Jews in any other country; and

“Whereas recognition has thereby been given to the historical connection of the Jewish people with Palestine and to the grounds for reconstituting their national home in that country; and

“Whereas the Principal Allied Powers have selected His Britannic Majesty as the Mandatory for Palestine; and

“Whereas the mandate in respect of Palestine has been formulated in the following terms and submitted to the Council of the League for approval; and

“Whereas His Britannic Majesty has accepted the mandate in respect of Palestine and undertaken to exercise it on behalf of the League of Nations in conformity with the following provisions; and

“Whereas by the aforementioned article 22 (paragraph 8), it is provided that the degree of authority, control or administration to be exercised by the Mandatory, not having been previously agreed upon by the members of the League, shall be explicitly defined by the Council of the League of Nations;

“Confirming the said mandate, defines its terms as follows:

#### “ARTICLE 1

“The Mandatory shall have full powers of legislation and of administration, save as they may be limited by the terms of this mandate.

#### “ARTICLE 2

“The Mandatory shall be responsible for placing the country under such political, administrative and economic conditions as will secure the establishment of the Jewish national home, as laid down in the preamble, and the development of self-governing institutions, and also for safeguarding the civil and religious rights of all the inhabitants of Palestine, irrespective of race and religion.

#### “ARTICLE 3

“The Mandatory shall, so far as circumstances permit, encourage local autonomy.

#### “ARTICLE 4

“An appropriate Jewish agency shall be recognised as a public body for the purpose of advising and co-operating with the Administration of Palestine in such economic, social and other matters as may affect the establishment of the Jewish national home and the interests of the Jewish population in Palestine, and, subject always to the control of the Administration, to assist and take part in the development of the country.

"The Zionist organisation, so long as its organisation and constitution are in the opinion of the Mandatory appropriate, shall be recognised as such agency. It shall take steps in consultation with His Britannic Majesty's Government to secure the co-operation of all Jews who are willing to assist in the establishment of the Jewish national home.

"ARTICLE 5

"The Mandatory shall be responsible for seeing that no Palestine territory shall be ceded or leased to, or in any way placed under the control of, the Government of any foreign Power.

"ARTICLE 6

"The Administration of Palestine, while ensuring that the rights and position of other sections of the population are not prejudiced, shall facilitate Jewish immigration under suitable conditions and shall encourage, in co-operation with the Jewish agency referred to in article 4, close settlement by Jews on the land, including State lands and waste lands not required for public purposes.

"ARTICLE 7

"The Administration of Palestine shall be responsible for enacting a nationality law. There shall be included in this law provisions framed so as to facilitate the acquisition of Palestinian citizenship by Jews who take up their permanent residence in Palestine.

"ARTICLE 8

"The privileges and immunities of foreigners, including the benefits of consular jurisdiction and protection as formerly enjoyed by Capitulation or usage in the Ottoman Empire, shall not be applicable in Palestine.

"Unless the Powers whose nationals enjoyed the aforementioned privileges and immunities on the 1st August, 1914, shall have previously renounced the right to their re-establishment, or shall have agreed to their non-application for a specified period, these privileges and immunities shall, at the expiration of the mandate, be immediately re-established in their entirety or with such modifications as may have been agreed upon between the Powers concerned.

"ARTICLE 9

"The Mandatory shall be responsible for seeing that the judicial system established in Palestine shall assure to foreigners, as well as to natives, a complete guarantee of their rights.

"Respect for the personal status of the various peoples and communities and for their religious interests shall be fully guaranteed. In particular, the control and administration of Wakfs shall be exercised in accordance with religious law and the dispositions of the founders.

## "ARTICLE 10

"Pending the making of special extradition agreements relating to Palestine, the extradition treaties in force between the Mandatory and other foreign Powers shall apply to Palestine.

## "ARTICLE 11

"The Administration of Palestine shall take all necessary measures to safeguard the interests of the community in connection with the development of the country, and, subject to any international obligations accepted by the Mandatory, shall have full power to provide for public ownership or control of any of the natural resources of the country or of the public works, services and utilities established or to be established therein. It shall introduce a land system appropriate to the needs of the country, having regard, among other things, to the desirability of promoting the close settlement and intensive cultivation of the land.

"The Administration may arrange with the Jewish agency mentioned in article 4 to construct or operate, upon fair and equitable terms, any public works, services and utilities, and to develop any of the natural resources of the country, in so far as these matters are not directly undertaken by the Administration. Any such arrangements shall provide that no profits distributed by such agency, directly or indirectly, shall exceed a reasonable rate of interest on the capital, and any further profits shall be utilised by it for the benefit of the country in a manner approved by the Administration.

## "ARTICLE 12

"The Mandatory shall be entrusted with the control of the foreign relations of Palestine and the right to issue exequaturs to consuls appointed by foreign Powers. He shall also be entitled to afford diplomatic and consular protection to citizens of Palestine when outside its territorial limits.

## "ARTICLE 13

"All responsibility in connection with the Holy Places and religious buildings or sites in Palestine, including that of preserving existing rights and of securing free access to the Holy Places, religious buildings and sites and the free exercise of worship, while ensuring the requirements of public order and decorum, is assumed by the Mandatory, who shall be responsible solely to the League of Nations in all matters connected herewith, provided that nothing in this article shall prevent the Mandatory from entering into such arrangements as he may deem reasonable with the Administration for the purpose of carrying the provisions of this article into effect; and provided also that nothing in this mandate shall be construed as conferring upon the Mandatory authority to interfere with the fabric or the management of purely Moslem sacred shrines, the immunities of which are guaranteed.

## "ARTICLE 14

"A special Commission shall be appointed by the Mandatory to study, define and determine the rights and claims in connection with the Holy Places and the rights and claims relating to the different religious communities in Palestine. The method of nomination, the composition and the functions of this Commission shall be submitted to the Council of the League for its approval, and the Commission shall not be appointed or enter upon its functions without the approval of the Council.

## "ARTICLE 15

"The Mandatory shall see that complete freedom of conscience and the free exercise of all forms of worship, subject only to the maintenance of public order and morals, are ensured to all. No discrimination of any kind shall be made between the inhabitants of Palestine on the ground of race, religion or language. No person shall be excluded from Palestine on the sole ground of his religious belief.

"The right of each community to maintain its own schools for the education of its own members in its own language, while conforming to such educational requirements of a general nature as the Administration may impose, shall not be denied or impaired.

## "ARTICLE 16

"The Mandatory shall be responsible for exercising such supervision over religious or eleemosynary bodies of all faiths in Palestine as may be required for the maintenance of public order and good government. Subject to such supervision, no measures shall be taken in Palestine to obstruct or interfere with the enterprise of such bodies or to discriminate against any representative or member of them on the ground of his religion or nationality.

## "ARTICLE 17

"The Administration of Palestine may organise on a voluntary basis the forces necessary for the preservation of peace and order, and also for the defence of the country, subject, however, to the supervision of the Mandatory, but shall not use them for purposes other than those above specified save with the consent of the Mandatory. Except for such purposes, no military, naval or air forces shall be raised or maintained by the Administration of Palestine.

"Nothing in this article shall preclude the Administration of Palestine from contributing to the cost of the maintenance of the forces of the Mandatory in Palestine.

"The Mandatory shall be entitled at all times to use the roads, railways and ports of Palestine for the movement of armed forces and the carriage of fuel and supplies.

## "ARTICLE 18

"The Mandatory shall see that there is no discrimination in Palestine against the nationals of any State member of the League of Nations (including companies incorporated under its laws) as compared with those of the Mandatory or of any foreign State in matters concerning taxation, commerce or navigation, the exercise of industries or professions, or in the treatment of merchant vessels or civil aircraft. Similarly, there shall be no discrimination in Palestine against goods originating in or destined for any of the said States, and there shall be freedom of transit under equitable conditions across the mandated area.

"Subject as aforesaid and to the other provisions of this mandate, the Administration of Palestine may, on the advice of the Mandatory, impose such taxes and customs duties as it may consider necessary, and take such steps as it may think best to promote the development of the natural resources of the country and to safeguard the interests of the population. It may also, on the advice of the Mandatory, conclude a special customs agreement with any State the territory of which in 1914 was wholly included in Asiatic Turkey or Arabia.

## "ARTICLE 19

"The Mandatory shall adhere on behalf of the Administration of Palestine to any general international conventions already existing, or which may be concluded hereafter with the approval of the League of Nations, respecting the slave traffic, the traffic in arms and ammunition, or the traffic in drugs, or relating to commercial equality, freedom of transit and navigation, aerial navigation and postal, telegraphic and wireless communication or literary, artistic or industrial property.

## "ARTICLE 20

"The Mandatory shall co-operate on behalf of the Administration of Palestine, so far as religious, social and other conditions may permit, in the execution of any common policy adopted by the League of Nations for preventing and combating disease, including diseases of plants and animals.

## "ARTICLE 21

"The Mandatory shall secure the enactment within twelve months from this date, and shall ensure the execution of a Law of Antiquities based on the following rules. This law shall ensure equality of treatment in the matter of excavations and archæological research to the nationals of all States members of the League of Nations.

## "(1)

"'Antiquity' means any construction or any product of human activity earlier than the year A. D. 1700.

“(2)

“The law for the protection of antiquities shall proceed by encouragement rather than by threat.

“Any person who, having discovered an antiquity without being furnished with the authorisation referred to in paragraph 5, reports the same to an official of the competent Department, shall be rewarded according to the value of the discovery.

“(3)

“No antiquity may be disposed of except to the competent Department, unless this Department renounces the acquisition of any such antiquity.

“No antiquity may leave the country without an export licence from the said Department.

“(4)

“Any person who maliciously or negligently destroys or damages an antiquity shall be liable to a penalty to be fixed.

“(5)

“No clearing of ground or digging with the object of finding antiquities shall be permitted, under penalty of fine, except to persons authorised by the competent Department.

“(6)

“Equitable terms shall be fixed for expropriation, temporary or permanent, of lands which might be of historical or archæological interest.

“(7)

“Authorisation to excavate shall only be granted to persons who show sufficient guarantees of archæological experience. The Administration of Palestine shall not, in granting these authorisations, act in such a way as to exclude scholars of any nation without good grounds.

“(8)

“The proceeds of excavations may be divided between the excavator and the competent Department in a proportion fixed by that Department. If division seems impossible for scientific reasons, the excavator shall receive a fair indemnity in lieu of a part of the find.

#### “ARTICLE 22

“English, Arabic and Hebrew shall be the official languages of Palestine. Any statement or inscription in Arabic on stamps or money in Palestine shall be repeated in Hebrew, and any statement or inscription in Hebrew shall be repeated in Arabic.

## "ARTICLE 23

"The Administration of Palestine shall recognise the holy days of the respective communities in Palestine as legal days of rest for the members of such communities.

## "ARTICLE 24

"The Mandatory shall make to the Council of the League of Nations an annual report to the satisfaction of the Council as to the measures taken during the year to carry out the provisions of the mandate. Copies of all laws and regulations promulgated or issued during the year shall be communicated with the report.

## "ARTICLE 25

"In the territories lying between the Jordan and the eastern boundary of Palestine as ultimately determined, the Mandatory shall be entitled, with the consent of the Council of the League of Nations, to postpone or withhold application of such provisions of this mandate as he may consider inapplicable to the existing local conditions, and to make such provision for the administration of the territories as he may consider suitable to those conditions, provided that no action shall be taken which is inconsistent with the provisions of articles 15, 16 and 18.

## "ARTICLE 26

"The Mandatory agrees that if any dispute whatever should arise between the Mandatory and another member of the League of Nations relating to the interpretation or the application of the provisions of the mandate, such dispute, if it cannot be settled by negotiation, shall be submitted to the Permanent Court of International Justice provided for by article 14 of the Covenant of the League of Nations.

## "ARTICLE 27

"The consent of the Council of the League of Nations is required for any modification of the terms of this mandate.

## "ARTICLE 28

"In the event of the termination of the mandate hereby conferred upon the Mandatory, the Council of the League of Nations shall make such arrangements as may be deemed necessary for safeguarding in perpetuity, under guarantee of the League, the rights secured by articles 13 and 14, and shall use its influence for securing, under the guarantee of the League, that the Government of Palestine will fully honour the financial obligations legitimately incurred by the Administration of Palestine during the period of the mandate, including the rights of public servants to pensions or gratuities.

"The present instrument shall be deposited in original in the archives of the League of Nations, and certified copies shall be forwarded by the Secretary-General of the League of Nations to all members of the League.

"Done at London, the 24th day of July, 1922;" and

Whereas the mandate in the above terms came into force on the 29th September, 1923; and

Whereas the United States of America, by participating in the war against Germany, contributed to her defeat and the defeat of her Allies, and to the renunciation of the rights and titles of her Allies in the territory transferred by them but has not ratified the Covenant of the League of Nations embodied in the Treaty of Versailles; and

Whereas the Government of the United States and the Government of His Britannic Majesty desire to reach a definite understanding with respect to the rights of the two Governments and their respective nationals in Palestine;

The President of the United States of America and His Britannic Majesty have decided to conclude a convention to this effect, and have named as their plenipotentiaries:

The President of the United States of America:

His Excellency the Honourable Frank B. Kellogg, Ambassador Extraordinary and Plenipotentiary of the United States at London:

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India:

The Right Honourable Joseph Austen Chamberlain, M.P., His Majesty's Principal Secretary of State for Foreign Affairs:

who, after having communicated to each other their respective full powers, found in good and due form, have agreed as follows:

#### ARTICLE 1

Subject to the provisions of the present convention the United States consents to the administration of Palestine by His Britannic Majesty, pursuant to the mandate recited above.

#### ARTICLE 2

The United States and its nationals shall have and enjoy all the rights and benefits secured under the terms of the mandate to members of the League of Nations and their nationals, notwithstanding the fact that the United States is not a member of the League of Nations.

#### ARTICLE 3

Vested American property rights in the mandated territory shall be respected and in no way impaired.

## ARTICLE 4

A duplicate of the annual report to be made by the Mandatory under article 24 of the mandate shall be furnished to the United States.

## ARTICLE 5

Subject to the provisions of any local laws for the maintenance of public order and public morals, the nationals of the United States will be permitted freely to establish and maintain educational, philanthropic and religious institutions in the mandated territory, to receive voluntary applicants and to teach in the English language.

## ARTICLE 6

The extradition treaties and conventions which are, or may be, in force between the United States and Great Britain, and the provisions of any treaties which are, or may be, in force between the two countries which relate to extradition or consular rights shall apply to the mandated territory.

## ARTICLE 7

Nothing contained in the present convention shall be affected by any modification which may be made in the terms of the mandate, as recited above, unless such modification shall have been assented to by the United States.

## ARTICLE 8

The present convention shall be ratified in accordance with the respective constitutional methods of the High Contracting Parties. The ratifications shall be exchanged in London as soon as practicable. The present convention shall take effect on the date of the exchange of ratifications.

In witness whereof, the undersigned have signed the present convention, and have thereunto affixed their seals.

Done in duplicate at London, this 3rd day of December, 1924.

FRANK B. KELLOGG	[SEAL]
AUSTEN CHAMBERLAIN	[SEAL]

## RIGHTS IN THE CAMEROONS

*Convention signed at London February 10, 1925*

*Senate advice and consent to ratification March 15, 1926*

*Ratified by the President of the United States March 23, 1926*

*Ratified by the United Kingdom April 20, 1926*

*Ratifications exchanged at London July 8, 1926*

*Entered into force July 8, 1926*

*Proclaimed by the President of the United States July 12, 1926*

*Terminated with respect to the Northern Cameroons June 1, 1961,  
upon its joining the Federation of Nigeria, and with respect to  
the Southern Cameroons October 1, 1961, upon its joining the  
Republic of Cameroon*

44 Stat. 2422; Treaty Series 743

WHEREAS His Britannic Majesty has accepted a mandate for the administration of part of the former German protectorate of the Cameroons, the terms of which have been defined by the Council of the League of Nations as follows:—

### “ARTICLE 1

“The territory for which a mandate is conferred upon His Britannic Majesty comprises that part of the Cameroons which lies to the west of the line laid down in the Declaration signed on the 10th July, 1919, of which a copy is annexed hereto.<sup>1</sup>

“This line may, however, be slightly modified by mutual agreement between His Britannic Majesty’s Government and the Government of the French Republic where an examination of the localities shows that it is undesirable, either in the interests of the inhabitants or by reason of any inaccuracies in the map, Moisel 1 : 300,000, annexed to the Declaration, to adhere strictly to the line laid down therein.

“The delimitation on the spot of this line shall be carried out in accordance with the provisions of the said Declaration.

“The final report of the Mixed Commission shall give the exact description of the boundary line as traced on the spot; maps signed by the Commissioners shall be annexed to the report. This report, with its annexes, shall be drawn up in triplicate; one of these shall be deposited in the archives of

<sup>1</sup> Not reproduced. See *British and Foreign State Papers*, vol. 116, p. 820.

the League of Nations, one shall be kept by His Britannic Majesty's Government, and one by the Government of the French Republic.

“ARTICLE 2

“The Mandatory shall be responsible for the peace, order and good government of the territory, and for the promotion to the utmost of the material and moral well-being and the social progress of its inhabitants.

“ARTICLE 3

“The Mandatory shall not establish in the territory any military or naval bases, nor erect any fortifications, nor organise any native military force except for local police purposes and for the defence of the territory.

“ARTICLE 4

“The Mandatory:

“1. Shall provide for the eventual emancipation of all slaves, and for as speedy an elimination of domestic and other slavery as social conditions will allow;

“2. Shall suppress all forms of slave trade;

“3. Shall prohibit all form of forced or compulsory labour, except for essential public works and services, and then only in return for adequate remuneration;

“4. Shall protect the natives from abuse and measures of fraud and force by the careful supervision of labour contracts and the recruiting of labour;

“5. Shall exercise a strict control over the traffic in arms and ammunition and the sale of spirituous liquors.

“ARTICLE 5

“In the framing of laws relating to the holding or transfer of land, the Mandatory shall take into consideration native laws and customs, and shall respect the rights and safeguard the interests of the native population.

“No native land may be transferred, except between natives, without the previous consent of the public authorities, and no real rights over native land in favour of non-natives may be created, except with the same consent.

“The Mandatory shall promulgate strict regulations against usury.

“ARTICLE 6

“The Mandatory shall secure to all nationals of States Members of the League of Nations the same rights as are enjoyed in the territory by his own nationals in respect of entry into and residence in the territory, the protection afforded to their person and property, and acquisition of property, movable and immovable, and the exercise of their profession or trade, subject only

to the requirements of public order, and on condition of compliance with the local law.

“Further, the Mandatory shall ensure to all nationals of States Members of the League of Nations, on the same footing as to his own nationals, freedom of transit and navigation, and complete economic, commercial and industrial equality; except that the Mandatory shall be free to organise essential public works and services on such terms and conditions as he thinks just.

“Concessions for the development of the natural resources of the territory shall be granted by the Mandatory without distinction on grounds of nationality between the nationals of all States Members of the League of Nations, but on such conditions as will maintain intact the authority of the local Government.

“Concessions having the character of a general monopoly shall not be granted. This provision does not affect the right of the Mandatory to create monopolies of a purely fiscal character in the interest of the territory under mandate and in order to provide the territory with fiscal resources which seem best suited to the local requirements; or, in certain cases, to carry out the development of natural resources, either directly by the State or by a controlled agency, provided that there shall result therefrom no monopoly of the natural resources for the benefit of the Mandatory or his nationals, directly or indirectly, nor any preferential advantage which shall be inconsistent with the economic, commercial and industrial equality hereinbefore guaranteed.

“The rights conferred by this article extend equally to companies and associations organised in accordance with the law of any of the Members of the League of Nations, subject only to the requirements of public order, and on condition of compliance with the local law.

#### “ARTICLE 7

“The Mandatory shall ensure in the territory complete freedom of conscience and the free exercise of all forms of worship which are consonant with public order and morality; missionaries who are nationals of States Members of the League of Nations shall be free to enter the territory and to travel and reside therein, to acquire and possess property, to erect religious buildings and to open schools throughout the territory; it being understood, however, that the Mandatory shall have the right to exercise such control as may be necessary for the maintenance of public order and good government, and to take all measures required for such control.

#### “ARTICLE 8

“The Mandatory shall apply to the territory any general international conventions applicable to his contiguous territory.

## "ARTICLE 9

"The Mandatory shall have full powers of administration and legislation in the area, subject to the mandate. This area shall be administered in accordance with the laws of the Mandatory as an integral part of his territory and subject to the above provisions.

"The Mandatory shall therefore be at liberty to apply his laws to the territory under the mandate, subject to the modifications required by local conditions, and to constitute the territory into a customs, fiscal or administrative union or federation with the adjacent territories under his sovereignty or control, provided always that the measures adopted to that end do not infringe the provisions of this mandate.

## "ARTICLE 10

"The Mandatory shall make to the Council of the League of Nations an annual report, to the satisfaction of the Council, containing full information concerning the measures taken to apply the provisions of this mandate.

## "ARTICLE 11

"The consent of the Council of the League of Nations is required for any modification of the terms of this mandate.

## "ARTICLE 12

"The Mandatory agrees that, if any dispute whatever should arise between the Mandatory and another Member of the League of Nations relating to the interpretation or the application of the provisions of the mandate, such dispute, if it cannot be settled by negotiation, shall be submitted to the Permanent Court of International Justice provided for by article 14 of the Covenant of the League of Nations<sup>2</sup>"; and

Whereas the Government of His Britannic Majesty and the Government of the United States of America are desirous of reaching a definite understanding as to the rights of their respective Governments and of their nationals in the said territory:

The President of the United States of America and His Britannic Majesty have decided to conclude a convention to this effect, and have named as their plenipotentiaries:

The President of the United States of America:

His Excellency the Honourable Frank B. Kellogg, Ambassador Extraordinary and Plenipotentiary of the United States at London:

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India:

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<sup>2</sup> *Ante*, vol. 2, p. 52.

The Right Honourable Joseph Austen Chamberlain, M.P., His Majesty's Principal Secretary of State for Foreign Affairs:

who, after having communicated to each other their respective full powers, found in good and due form, have agreed as follows:

#### ARTICLE 1

Subject to the provisions of the present convention, the United States consents to the administration by His Britannic Majesty, pursuant to the aforesaid mandate, of the former German territory described in article 1 of the mandate, hereinafter called the mandated territory.

#### ARTICLE 2

The United States and its nationals shall have and enjoy all the rights and benefits secured under the terms of articles 2, 3, 4, 5, 6, 7, 8 and 9 of the mandate to Members of the League of Nations and their nationals, notwithstanding the fact that the United States is not a member of the League of Nations.

#### ARTICLE 3

Vested United States property rights in the mandated territory shall be respected and in no way impaired.

#### ARTICLE 4

A duplicate of the annual report to be made by the Mandatory under article 10 of the mandate shall be furnished to the United States.

#### ARTICLE 5

Nothing contained in the present convention shall be affected by any modification which may be made in the terms of the mandate as recited above, unless such modification shall have been assented to by the United States.

#### ARTICLE 6

The Extradition treaties and conventions in force between the United States and the United Kingdom shall apply to the mandated territory.

#### ARTICLE 7

The present convention shall be ratified in accordance with the respective constitutional methods of the High Contracting Parties. The ratifications shall be exchanged at London as soon as practicable. It shall take effect on the date of the exchange of ratifications.

In witness whereof, the undersigned have signed the present convention, and have thereunto affixed their seals.

Done in duplicate at London, this 10th day of February, 1925.

FRANK B. KELLOGG	[SEAL]
AUSTEN CHAMBERLAIN	[SEAL]

## RIGHTS IN EAST AFRICA (TANGANYIKA)

*Convention signed at London February 10, 1925*

*Senate advice and consent to ratification March 15, 1926*

*Ratified by the President of the United States March 23, 1926*

*Ratified by the United Kingdom April 20, 1926*

*Ratifications exchanged at London July 8, 1926*

*Entered into force July 8, 1926*

*Proclaimed by the President of the United States July 12, 1926*

*Terminated December 9, 1961, when Tanganyika attained independence*

44 Stat. 2427; Treaty Series 744

WHEREAS His Britannic Majesty has accepted a mandate for the administration of part of the former German colony of East Africa, the terms of which have been defined by the Council of the League of Nations as follows:

### "ARTICLE 1

"The territory over which a mandate is conferred upon His Britannic Majesty (hereinafter called the Mandatory) comprises that part of the territory of the former colony of German East Africa situated to the east of the following line:

"From the point where the frontier between the Uganda Protectorate and German East Africa cuts the River Mavumba, a straight line in a south-easterly direction to point 1640, about 15 kilom. south-south-west of Mount Gabiro;

"Thence a straight line in a southerly direction to the north shore of Lake Mohazi, where it terminates at the confluence of a river situated about 2½ kilom. west of the confluence of the River Msilala;

"If the trace of the railway on the west of the River Kagera between Bugufi and Uganda approaches within 16 kilom. of the line defined above, the boundary will be carried to the west, following a minimum distance of 16 kilom. from the trace, without, however, passing to the west of the straight line joining the terminal point on Lake Mohazi and the top of Mount Kivisa, point 2100, situated on the Uganda-German East Africa frontier about 5 kilom. south-west of the point where the River Mavumba cuts this frontier;

"Thence a line south-eastwards to meet the southern shore of Lake Mohazi;

"Thence the watershed between the Taruka and the Mkarange and continuing southwards to the north-eastern end of Lake Mugesera;

"Thence the median line of this lake and continuing southwards across Lake Ssake to meet the Kagera;

"Thence the course of the Kagera downstream to meet the western boundary of Bugufi;

"Thence this boundary to its junction with the eastern boundary of Urundi;

"Thence the eastern and southern boundary of Urundi to Lake Tanganyika.

"The line described above is shown on the attached British 1:1,000,000 map,<sup>1</sup> G. S. G. S. 2932, sheet Ruanda and Urundi. The boundaries of Bugufi and Urundi are drawn as shown in the *Deutscher Kolonialatlas* (Dietrich-Reimer), scale 1:1,000,000, dated 1906.

#### "ARTICLE 2

"Boundary Commissioner shall be appointed by His Britannic Majesty and His Majesty the King of the Belgians to trace on the spot the line described in article 1 above.

"In case any dispute should arise in connection with the work of these commissioners, the question shall be referred to the Council of the League of Nations, whose decision shall be final.

"The final report by the Boundary Commission shall give the precise description of this boundary as actually demarcated on the ground; the necessary maps shall be annexed thereto and signed by the commissioners. The report, with its annexes, shall be made in triplicate; one copy shall be deposited in the archives of the League of Nations, one shall be kept by the Government of His Majesty the King of the Belgians and one by the Government of His Britannic Majesty.

#### "ARTICLE 3

"The Mandatory shall be responsible for the peace, order and good government of the territory, and shall undertake to promote to the utmost the material and moral well-being and the social progress of its inhabitants. The Mandatory shall have full powers of legislation and administration.

#### "ARTICLE 4

"The Mandatory shall not establish any military or naval bases, nor erect any fortifications, nor organise any native military force in the territory except for local police purposes and for the defence of the territory.

<sup>1</sup> Not reproduced. See *British and Foreign State Papers*, vol. 116, p. 833.

## "ARTICLE 5

"The Mandatory:

"1. Shall provide for the eventual emancipation of all slaves and for as speedy an elimination of domestic and other slavery as social conditions will allow;

"2. Shall suppress all forms of slave trade;

"3. Shall prohibit all forms of forced or compulsory labour, except for essential public works and services, and then only in return for adequate remuneration;

"4. Shall protect the natives from abuse and measures of fraud and force by the careful supervision of labour contracts and the recruiting of labour;

"5. Shall exercise a strict control over the traffic in arms and ammunition and the sale of spirituous liquors.

## "ARTICLE 6

"In the framing of laws relating to the holding or transfer of land, the Mandatory shall take into consideration native laws and customs, and shall respect the rights and safeguard the interests of the native population.

"No native land may be transferred, except between natives, without the previous consent of the public authorities, and no real rights over native land in favour of non-natives may be created, except with the same consent.

"The Mandatory will promulgate strict regulations against usury.

## "ARTICLE 7

"The Mandatory shall secure to all nationals of States Members of the League of Nations the same rights as are enjoyed in the territory by his own nationals in respect of entry into and residences in the territory, the protection afforded to their person and property, the acquisition of property, movable and immovable, and the exercise of their profession or trade, subject only to the requirements of public order, and on condition of compliance with the local law.

"Further, the Mandatory shall ensure to all nationals of States Members of the League of Nations, on the same footing as to his own nationals, freedom of transit and navigation, and complete economic, commercial and industrial equality; provided that the Mandatory shall be free to organise essential public works and services on such terms and conditions as he thinks just.

"Concessions for the development of the natural resources of the territory shall be granted by the Mandatory without distinction on grounds of nationality between the nationals of all States Members of the League of Nations, but on such conditions as will maintain intact the authority of the local Government.

"Concessions having the character of a general monopoly shall not be

granted. This provision does not affect the right of the Mandatory to create monopolies of a purely fiscal character in the interest of the territory under mandate, and in order to provide the territory with fiscal resources which seem best suited to the local requirements; or, in certain cases, to carry out the development of natural resources either directly by the State or by a controlled agency, provided that there shall result therefrom no monopoly of the natural resources for the benefit of the Mandatory or his nationals, directly or indirectly, nor any preferential advantage which shall be inconsistent with the economic, commercial and industrial equality hereinbefore guaranteed.

"The rights conferred by this article extend equally to companies and associations organised in accordance with the law of any of the Members of the League of Nations, subject only to the requirements of public order, and on condition of compliance with the local law.

#### "ARTICLE 8

"The Mandatory shall ensure in the territory complete freedom of conscience and the free exercise of all forms of worship which are consonant with public order and morality; missionaries who are nationals of States Members of the League of Nations shall be free to enter the territory and to travel and reside therein, to acquire and possess property, to erect religious buildings and to open schools throughout the territory; it being understood, however, that the Mandatory shall have the right to exercise such control as may be necessary for the maintenance of public order and good government, and to take all measures required for such control.

#### "ARTICLE 9

"The Mandatory shall apply to the territory any general international conventions already existing, or which may be concluded hereafter, with the approval of the League of Nations, respecting the slave trade, the traffic in arms and ammunition, the liquor traffic and the traffic in drugs, or relating to commercial equality, freedom of transit and navigation, aerial navigation, railways, postal, telegraphic and wireless communication and industrial, literary and artistic property.

"The Mandatory shall co-operate in the execution of any common policy adopted by the League of Nations for preventing and combating disease, including diseases of plants and animals.

#### "ARTICLE 10

"The Mandatory shall be authorised to constitute the territory into a customs, fiscal and administrative union or federation with the adjacent territories under his own sovereignty or control, provided always that the measures adopted to that end do not infringe the provisions of this mandate.

## "ARTICLE 11

"The Mandatory shall make to the Council of the League of Nations an annual report to the satisfaction of the Council, containing full information concerning the measures taken to apply the provisions of this mandate.

"A copy of all laws and regulations made in the course of the year and affecting property, commerce, navigation of the moral and material well-being of the natives shall be annexed to this report.

## "ARTICLE 12

"The consent of the Council of the League of Nations is required for any modification of the terms of this mandate.

## "ARTICLE 13

"The Mandatory agrees that if any dispute whatever should arise between the Mandatory and another Member of the League of Nations relating to the interpretation or the application of the provisions of the mandate, such dispute, if it cannot be settled by negotiation, shall be submitted to the Permanent Court of International Justice provided for by article 14 of the Covenant of the League of Nations.<sup>2</sup>

"States Members of the League of Nations may likewise bring any claims on behalf of their nationals for infractions of their rights under this mandate before the said court for decision"; and

Whereas at its meeting of the 31st August, 1923, the Council of the League of Nations approved certain modifications of article 1 of the aforesaid mandate, which now reads as follows:

## "ARTICLE 1

"The territory over which a mandate is conferred upon His Britannic Majesty (hereinafter called the Mandatory) comprises that part of the territory of the former colony of German East Africa, situated to the east of the following line:

"The mid-stream of the Kagera River from the Uganda boundary to the point where the Kagera River meets the western boundary of Bugufi;

"Thence this boundary to its junction with the eastern boundary of Urundi;

"Thence the eastern and southern boundary of Urundi to Lake Tanganyika"; and

Whereas the Government of His Britannic Majesty and the Government of the United States of America are desirous of reaching a definite understanding as to the rights of their respective Governments and of their nationals in the said territory:

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<sup>2</sup> *Ante*, vol. 2, p. 52.

The President of the United States of America and His Britannic Majesty have decided to conclude a convention to this effect, and have named as their plenipotentiaries:

The President of the United States of America:

His Excellency the Honourable Frank B. Kellogg, Ambassador Extraordinary and Plenipotentiary of the United States at London:

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India:

The Right Honourable Joseph Austen Chamberlain, M.P., His Majesty's Principal Secretary of State for Foreign Affairs:

who, after having communicated to each other their respective full powers, found in good and due form, have agreed as follows:

#### ARTICLE 1

Subject to the provisions of the present convention, the United States consents to the administration by His Britannic Majesty, pursuant to the aforesaid mandate, of the former German territory described in article 1 of the mandate, hereinafter called the mandated territory.

#### ARTICLE 2

The United States and its nationals shall have and enjoy all the rights and benefits secured under the terms of articles 3, 4, 5, 6, 7, 8, 9 and 10 of the mandate to Members of the League of Nations and their nationals, notwithstanding the fact that the United States is not a member of the League of Nations.

#### ARTICLE 3

Vested United States property rights in the mandated territory shall be respected and in no way impaired.

#### ARTICLE 4

A duplicate of the annual report to be made by the Mandatory under article 11 of the mandate shall be furnished to the United States.

#### ARTICLE 5

Nothing contained in the present convention shall be affected by any modification which may be made in the terms of the mandate as recited above, unless such modification shall have been assented to by the United States.

#### ARTICLE 6

The Extradition treaties and conventions in force between the United States and the United Kingdom shall apply to the mandated territory.

## ARTICLE 7

The present convention shall be ratified in accordance with the respective constitutional methods of the High Contracting Parties. The ratifications shall be exchanged at London as soon as practicable. It shall take effect on the date of the exchange of ratifications.

In witness whereof, the undersigned have signed the present convention, and have thereunto affixed their seals.

Done in duplicate at London, this 10th day of February, 1925.

FRANK B. KELLOGG	[SEAL]
AUSTEN CHAMBERLAIN	[SEAL]

## RIGHTS IN TOGOLAND

*Convention signed at London February 10, 1925*

*Senate advice and consent to ratification March 15, 1926*

*Ratified by the President of the United States March 23, 1926*

*Ratified by the United Kingdom April 20, 1926*

*Ratifications exchanged at London July 8, 1926*

*Entered into force July 8, 1926*

*Proclaimed by the President of the United States July 12, 1926*

*Terminated March 6, 1957, after merger of Togoland with the Gold Coast Colony and attainment of independence by the new State of Ghana*

44 Stat. 2433; Treaty Series 745

WHEREAS His Britannic Majesty has accepted a mandate for the administration of part of the former German protectorate of Togoland, the terms of which have been defined by the Council of the League of Nations as follows:

### "ARTICLE 1

"The territory for which a mandate is conferred upon His Britannic Majesty comprises that part of Togoland which lies to the west of the line laid down in the Declaration signed on the 10th July, 1919, of which a copy is annexed hereto.<sup>1</sup>

"This line may, however, be slightly modified by mutual agreement between His Britannic Majesty's Government and the Government of the French Republic where an examination of the localities shows that it is undesirable, either in the interests of the inhabitants or by reason of any inaccuracies in the map Sprigade 1 : 200,000 annexed to the Declaration, to adhere strictly to the line laid down therein.

"The delimitation on the spot of this line shall be carried out in accordance with the provisions of the said Declaration.

"The final report of the Mixed Commission shall give the exact description of the boundary line as traced on the spot; maps signed by the Commissioners shall be annexed to the report. This report, with its annexes, shall be drawn up in triplicate; one of these shall be deposited in the archives of the League of Nations, one shall be kept by His Britannic Majesty's Government, and one by the Government of the French Republic.

<sup>1</sup> Not reproduced. See *British and Foreign State Papers*, vol. 116, p. 828.

## "ARTICLE 2

"The Mandatory shall be responsible for the peace, order and good government of the territory, and for the promotion to the utmost of the material and moral well-being and the social progress of its inhabitants.

## "ARTICLE 3

"The Mandatory shall not establish in the territory any military or naval bases, nor erect any fortifications, nor organise any native military force except for local police purposes and for the defence of the territory.

## "ARTICLE 4

"The Mandatory:

"1. Shall provide for the eventual emancipation of all slaves, and for as speedy an elimination of domestic and other slavery as social conditions will allow;

"2. Shall suppress all forms of slave trade;

"3. Shall prohibit all forms of forced or compulsory labour, except for essential public works and services, and then only in return for adequate remuneration;

"4. Shall protect the natives from abuse and measures of fraud and force by the careful supervision of labour contracts and the recruiting of labour;

"5. Shall exercise a strict control over the traffic in arms and ammunition and the sale of spirituous liquors.

## "ARTICLE 5

"In the framing of laws relating to the holding or transfer of land, the Mandatory shall take into consideration native laws and customs, and shall respect the rights and safeguard the interests of the native population.

"No native land may be transferred, except between natives, without the previous consent of the public authorities, and no real rights over native land in favour of non-natives may be created, except with the same consent.

"The Mandatory shall promulgate strict regulations against usury.

## "ARTICLE 6

"The Mandatory shall secure to all nationals of States Members of the League of Nations the same rights as are enjoyed in the territory by his own nationals in respect of entry into and residence in the territory, the protection afforded to their person and property and acquisition of property, movable and immovable, and the exercise of their profession or trade, subject only to the requirements of public order, and on condition of compliance with the local law.

"Further, the Mandatory shall ensure to all nationals of States Members of the League of Nations, on the same footing as to his own nationals, free-

dom of transit and navigation, and complete economic, commercial and industrial equality, except that the Mandatory shall be free to organise essential public works and services on such terms and conditions as he thinks just.

"Concessions for the development of the natural resources of the territory shall be granted by the Mandatory without distinction on grounds of nationality between the nationals of all States Members of the League of Nations, but on such conditions as will maintain intact the authority of the local Government.

"Concessions having the character of a general monopoly shall not be granted. This provision does not affect the right of the Mandatory to create monopolies of a purely fiscal character in the interest of the territory under mandate and in order to provide the territory with fiscal resources which seem best suited to the local requirements; or, in certain cases, to carry out the development of natural resources, either directly by the State or by a controlled agency, provided that there shall result therefrom no monopoly of the natural resources for the benefit of the Mandatory or his nationals, directly or indirectly, nor any preferential advantage which shall be inconsistent with the economic, commercial and industrial equality hereinbefore guaranteed.

"The rights conferred by this article extend equally to companies and associations organised in accordance with the law of any of the Members of the League of Nations, subject only to the requirements of public order, and on condition of compliance with the local law.

#### "ARTICLE 7

"The Mandatory shall ensure in the territory complete freedom of conscience and the free exercise of all forms of worship which are consonant with public order and morality; missionaries who are nationals of States Members of the League of Nations shall be free to enter the territory and to travel and reside therein, to acquire and possess property, to erect religious buildings and to open schools throughout the territory; it being understood, however, that the Mandatory shall have the right to exercise such control as may be necessary for the maintenance of public order and good government, and to take all measures required for such control.

#### "ARTICLE 8

"The Mandatory shall apply to the territory any general international conventions applicable to his contiguous territory.

#### "ARTICLE 9

"The Mandatory shall have full powers of administration and legislation in the area, subject to the mandate. This area shall be administered in ac-

cordance with the laws of the Mandatory as an integral part of his territory and subject to the above provisions.

"The Mandatory shall therefore be at liberty to apply his laws to the territory subject to the mandate with such modifications as may be required by local conditions, and to constitute the territory into a customs, fiscal or administrative union or federation with the adjacent territories under his sovereignty or control, provided always that the measures adopted to that end do not infringe the provisions of this mandate.

"ARTICLE 10

"The Mandatory shall make to the Council of the League of Nations an annual report, to the satisfaction of the Council, containing full information concerning the measures taken to apply the provisions of this mandate.

"ARTICLE 11

"The consent of the Council of the League of Nations is required for any modification of the terms of this mandate.

"ARTICLE 12

"The Mandatory agrees that, if any dispute whatever should arise between the Mandatory and another Member of the League of Nations relating to the interpretation or the application of the provisions of the mandate, such dispute, if it cannot be settled by negotiation, shall be submitted to the Permanent Court of International Justice provided for by article 14 of the Covenant of the League of Nations<sup>2</sup>"; and

Whereas the Government of His Britannic Majesty and the Government of the United States of America are desirous of reaching a definite understanding as to the rights of their respective Governments and of their nationals in the said territory:

The President of the United States of America and His Britannic Majesty have decided to conclude a convention to this effect, and have named as their plenipotentiaries:

The President of the United States of America:

His Excellency the Honourable Frank B. Kellogg, Ambassador Extraordinary and Plenipotentiary of the United States at London:

His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India:

The Right Honourable Joseph Austen Chamberlain, M.P., His Majesty's Principal Secretary of State for Foreign Affairs:

who, after having communicated to each other their respective full powers, found in good and due form, have agreed as follows:

<sup>2</sup> *Ante*, vol. 2, p. 52.

## ARTICLE 1

Subject to the provisions of the present convention, the United States consents to the administration by His Britannic Majesty, pursuant to the aforesaid mandate, of the former German territory described in article 1 of the mandate, hereinafter called the mandated territory.

## ARTICLE 2

The United States and its nationals shall have and enjoy all the rights and benefits secured under the terms of articles 2, 3, 4, 5, 6, 7, 8 and 9 of the mandate to Members of the League of Nations and their nationals, notwithstanding the fact that the United States is not a Member of the League of Nations.

## ARTICLE 3

Vested United States property rights in the mandated territory shall be respected and in no way impaired.

## ARTICLE 4

A duplicate of the annual report to be made by the Mandatory under article 10 of the mandate shall be furnished to the United States.

## ARTICLE 5

Nothing contained in the present convention shall be affected by any modification which may be made in the terms of the mandate as recited above, unless such modification shall have been assented to by the United States.

## ARTICLE 6

The Extradition treaties and conventions in force between the United States and the United Kingdom shall apply to the mandated territory.

## ARTICLE 7

The present convention shall be ratified in accordance with the respective constitutional methods of the High Contracting Parties. The ratifications shall be exchanged at London as soon as practicable. It shall take effect on the date of the exchange of ratifications.

In witness whereof, the undersigned have signed the present convention, and have thereunto affixed their seals.

Done in duplicate at London, this 10th day of February, 1925.

FRANK B. KELLOGG	[SEAL]
AUSTEN CHAMBERLAIN	[SEAL]

## DOUBLE TAXATION: SHIPPING PROFITS

*Exchange of notes at Washington August 11 and November 18 and 26, 1924, and January 15, February 13, and March 16, 1925*

*Entered into force March 16, 1925; operative from May 1, 1923*

*Superseded January 1, 1945 (as to United States tax), and April 6, 1945 (as to United Kingdom tax) by convention of April 16, 1945*<sup>1</sup>

47 Stat. 2587; Executive Agreement Series 7

*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
WASHINGTON, August 11, 1924

EXCELLENCY:

Referring to the Embassy's note No. 138 of February 11, 1924, and to previous correspondence relating to a proposed arrangement between the Internal Revenue authorities of the United States and Great Britain with a view to granting relief from double income taxation in cases where the profits arising from the business of shipping are chargeable to both British income tax and to income tax payable in the United States, I have the honor to inform you of the receipt of a letter on the subject from the Secretary of the Treasury.

It appears therefrom that Section 213(b)(8) of the Revenue Act of 1921 which has been reenacted as Section 213(b)(8) of the Revenue Act of 1924<sup>2</sup> exempts from tax so much of the income of a nonresident alien or foreign corporation as is derived from the operation of a ship or ships documented under the laws of a foreign country if that foreign country in turn exempts from tax so much of the income of a citizen of the United States nonresident in such country and of a corporation organized in the United States as is derived from the operation of a ship or ships documented under the laws of the United States. The question of the exemption from tax of income derived from the operation of British vessels has, as the Embassy has observed, previously been discussed by officials of the Treasury Department with Sir Percy Thompson, Deputy Chairman of the British Board of Inland Revenue, who

<sup>1</sup> TIAS 1546, *post*, p. 671.

<sup>2</sup> 44 Stat. 25.

came to the United States for that purpose. I am informed that these discussions proved fruitless because Sir Percy Thompson did not feel at liberty to recede from the British position that the taxability of a corporation as a resident of the United Kingdom should depend not upon the place of incorporation but upon the place "where its real business is carried on and that . . . is carried on where the control and management of the company abide". (*American Thread Company v. Joyce*, 6 T.C., 163, 164.)

The navigation laws of the United States require that a corporation owning a vessel of the United States be a corporation organized in the United States and that its president and managing directors be citizens of the United States, but there is no requirement that the president and managing directors be residents of this country. It was conceivable therefore that the president and managing directors might reside in the United Kingdom, hold their meetings there, and there exercise control of the corporation. In such a case the corporation would, under British law, have been deemed a resident of the United Kingdom and as such subject to tax upon all its income. It is equally clear, however, that such a corporation would be a corporation organized in the United States and deriving income from the operation of a ship or ships documented under the laws of the United States, and would as such be entitled to exemption from British tax upon income derived from the operation of vessels of the United States, if the exemption offered by Great Britain were to be deemed equivalent to that offered under American law.

It is understood that the proposal which the British Government now makes in its suggested draft of a Declaration in Council does not require that the American corporation shall operate its business outside the United Kingdom in order to be entitled to exemption from British income tax. The British Government proposes, according to the understanding of the Secretary of the Treasury, to exempt from British income tax (including super-tax) "any profits accruing from the business of shipping carried on with ships documented under the laws of the United States to a citizen of the United States resident outside the United Kingdom or to a corporation organized in the United States". Upon the explicit understanding that the American corporation is thus exempted regardless of whether it does business in the United Kingdom or has an office or place of business therein or whether directors' meetings are held in the United Kingdom and the control of the corporation is there exercised, the Secretary of the Treasury is of the opinion that the offer communicated in the Embassy's note of February 11, 1924, satisfies the requirements of Section 213(b) (8) of the Revenue Act of 1924, so far as the United Kingdom is concerned.

The Secretary of the Treasury asks that I make clear the fact that the Treasury Department intends to construe Section 213(b) (8) of the Revenue Act of 1924 as not affording exemption to British subjects or others resident in the British dominions, colonies, dependencies, or possession, or to corporations

organized under and existing by virtue of the laws of the British dominions, colonies, dependencies, or possessions, unless the laws of such dominions, colonies, dependencies, or possessions grant an equivalent exemption to citizens of the United States and to corporations organized in the United States. The exemption from tax of income derived from the operation of ships of British registry will be confined to individuals resident in the United Kingdom, other than citizens of the United States, and to corporations organized under and existing by virtue of the laws of the United Kingdom.

Accept, Excellency, the renewed assurances of my highest consideration.

JOSEPH C. GREW  
*Acting Secretary*

His Excellency  
The Right Honorable  
Sir ESME HOWARD, G.C.M.G., K.C.B., C.V.O.,  
*Ambassador of Great Britain.*

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*The British Ambassador to the Secretary of State*

No. 1106

BRITISH EMBASSY,  
WASHINGTON, D.C., *November 18, 1924*

SIR:

With reference to your note of August 11th, relating to a proposed arrangement between the Internal Revenue authorities of Great Britain and the United States with the object of granting relief from double taxation in cases where the profits accruing from the transaction of shipping business are subjected to both British and United States income taxes, I am instructed to inform you that the Board of Inland Revenue of my government agree with the conditions and limitations specified in the note.

My government have accordingly promulgated an Order in Council dated November 7th, 1924, taking effect from that date so far as Great Britain is concerned, and I expect to be able to transmit to you a copy of the Order at an early date.

I am to add that the Irish Free State in common with the other British Dominions is not to be considered as affected by this measure.

I have the honour to be with the highest consideration, Sir,

Your most obedient, humble servant,

ESME HOWARD

The Honourable,  
CHARLES E. HUGHES,  
*Secretary of State of the United States,  
Washington, D.C.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C., *November 26th, 1924*

No. 1148

SIR:

With reference to my Note of November 18th, I now have the honour to transmit herewith for your information copy of an Order of His Majesty the King in Council, dated November 7th, 1924, and taking effect from that date, regarding the arrangement with your government for the reciprocal exemption of shipping profits from income tax.

I have the honour to be with the highest consideration, Sir,

Your most obedient, humble servant,

ESME HOWARD

The Honourable

CHARLES E. HUGHES,  
*Secretary of State of the United States,*  
*Washington, D.C.*

[Enclosure]

AT THE COURT AT BUCKINGHAM PALACE

*The 7th day of November, 1924*

PRESENT,

THE KING'S MOST EXCELLENT MAJESTY  
IN COUNCIL.

WHEREAS it is provided by subsection (1) of section eighteen of the Finance Act, 1923, that if His Majesty in Council is pleased to declare—

(a) that any profits or gains arising from the business of shipping which are chargeable to British income tax are also chargeable to income tax payable under the law in force in any foreign state; and

(b) that arrangements, as specified in the declaration, have been made with the government of that foreign state with a view to the granting of relief in cases where such profits and gains are chargeable both to British income tax and to the income tax payable in the foreign state;

then, unless and until the declaration is revoked by His Majesty in Council, the arrangements specified therein shall, so far as they relate to the relief to be granted from British income tax, have effect as if enacted in that Act, but only if and so long as the arrangements, so far as they relate to the relief to be granted from the income tax payable in the foreign state, have the effect of law in the foreign state:

AND WHEREAS it is provided by section two hundred and thirteen of the Act of Congress of the United States of America known as the Revenue Act

of 1921, that the term "gross income", for the purpose of income tax chargeable under the law of the United States of America, shall not include the income of a non-resident alien or foreign corporation which consists exclusively of earnings derived from the operation of a ship or ships documented under the laws of a foreign country which grants an equivalent exemption to citizens of the United States and to corporations organised in the United States:

AND WHEREAS His Majesty's Government have intimated to the Government of the United States of America that they propose to take the necessary steps under the said section eighteen of the Finance Act, 1923, for providing that any profits accruing from the business of shipping carried on with ships documented under the laws of the United States to a citizen of the United States resident outside the United Kingdom or to a corporation organised in the United States shall be, and as from the first day of May, nineteen hundred and twenty-three, be deemed to have been, exempt from income tax (including super-tax) chargeable in the United Kingdom:

AND WHEREAS the Government of the United States of America have signified to His Majesty's Government that they are prepared to regard the exemption to be provided as aforesaid as an equivalent exemption within the meaning of section two hundred and thirteen of the Act of Congress of the United States known as the Revenue Act of 1921:

NOW, THEREFORE, His Majesty is pleased, by and with the advice of His Privy Council, to declare, and it is hereby declared—

(a) that certain profits or gains arising from the business of shipping which are chargeable to British income tax are also chargeable to the income tax payable under the law in force in the United States of America; and

(b) that the arrangements aforesaid have been made with a view to the granting of relief in cases where profits or gains arising from the business of shipping are chargeable both to British income tax and to the income tax payable in the United States of America.

AND HIS MAJESTY is further pleased to order, and it is hereby ordered, that this Declaration may be cited as The Relief from Double Income Tax on Shipping Profits (United States of America) Declaration, 1924.

M. P. A. HANKEY.

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
WASHINGTON, January 15, 1925

EXCELLENCY:

I have the honor to refer to your note No. 1148 dated November 26, 1924, enclosing a copy of an Order of His Majesty the King, in Council, dated November 7, 1924, regarding the arrangement with your Government for the reciprocal exemption of shipping profits from income tax.

The appropriate authorities of this Government have been giving consideration to the matter and feel that some uncertainty exists with regard to the provision in the third paragraph of the Order in Council to the effect that the exemption shall be deemed to take effect on May 1, 1923, whereas your note transmitting the Order in Council dated November 7, 1924, states that it will take effect "from that date".

I shall be grateful if you will be so good as to furnish me a statement regarding the exact date from which exemption is granted to American citizens or corporations under British laws in order that the exemption of British subjects or corporations under the laws of the United States may be made effective from the same date.

Accept, Excellency, the renewed assurances of my highest consideration.

CHARLES E. HUGHES

His Excellency

The Right Honorable

Sir ESME HOWARD, G.C.M.G., K.C.B., C.V.O.,  
*Ambassador of Great Britain.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

WASHINGTON, D. C., *February 13, 1925*

No. 159

SIR:

I have the honour to refer to your note of January 15th, concerning the arrangement with my Government for the reciprocal exemption of shipping profits from income tax and to inform you in reply to the enquiry contained in the last paragraph, that the date from which exemption from British Income Tax (including supertax) is granted in respect of shipping profits of American citizens or corporations under British laws is May 1st, 1923. I venture to request that instructions may be issued without delay by the appropriate authorities of your Government whereby the British interests concerned may benefit by this arrangement from the date above mentioned.

I have the honour to be with the highest consideration, Sir,

Your most obedient, humble servant,

ESME HOWARD

The Honourable

CHARLES E. HUGHES,

*Secretary of State of the United States,  
Washington, D.C.*

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
WASHINGTON, D. C., *March 16, 1925*

## EXCELLENCY:

I have the honor to refer to your note No. 159 dated February 13, 1925, concerning the arrangement for the reciprocal exemption of shipping profits from income tax and to state that a communication has now been received from the appropriate authority of this Government in which it is stated that careful consideration has been given to the Order in Council dated November 7, 1924, and to the statements contained in your note above mentioned, and that it has been decided that Great Britain satisfies the equivalent exemption provisions of Section 213(b)(8) of the Revenue Act of 1921. Reference is also made to the Act of Congress approved June 2, 1924, known as the Revenue Act of 1924, which contains the provision relating to taxation for 1924 and subsequent years. The provisions of Section 213(b)(8) of the Revenue Act of 1924 are identical in terms with the corresponding section of the Revenue Act of 1921. It is therefore held that Great Britain satisfies the equivalent exemption provisions of Section 213(b)(8) of the Revenue Act of 1924.

It has also been determined that the exemption from Federal tax under this holding shall be deemed to be effective from May 1, 1923, the date stipulated by your Government as the date from which the exemption applies under British laws to the income of American citizens not resident in the United Kingdom and corporations organized in the United States, derived from the operation of ships documented under the laws of the United States.

Reference is also made to the last paragraph of Mr. Grew's note dated August 11, 1924, setting forth the construction to be placed upon Section 213(b)(8). In the last paragraph of your note No. 1106 dated November 18, 1924, you stated that "the Irish Free State in common with the other British Dominions" was not to be considered as affected by the Order in Council. Accordingly the exemption from Federal taxation in the United States will be applied on the basis of this understanding.

Accept, Excellency, the renewed assurances of my highest consideration.

FRANK B. KELLOGG

His Excellency

The Right Honorable

Sir ESME HOWARD, G.C.M.G., K.C.B., C.V.O.,

*Ambassador of Great Britain.*

## PREVENTION OF RADIO BROADCASTING INTERFERENCE BY SHIPS

*Exchanges of notes at Washington and at Manchester, Massachusetts,  
September 8, 15, 18, 23, 25, and 29 and October 1, 1925*

*Entered into force October 1, 1925*

*Superseded by later regulations*

IV Trenwith 4248; Treaty Series 724-A

### ARRANGEMENT WITH GREAT BRITAIN

*The British Chargé d'Affaires ad interim to the Secretary of State*

BRITISH EMBASSY,  
MANCHESTER, MASS.,  
*September 8th, 1925*

No. 796  
*Immediate*

SIR: With reference to your note of July 1st, and to previous correspondence concerning the proposed reciprocal arrangement between the United States Government and His Majesty's Government for preventing interference by ships with wireless broadcasting, I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to inform you that it has been duly noted that the United States regulations do not now require American ships to be equipped for using the 300 metres wave and that it would seem clear, therefore, that the suggestion in your note under reference for the use of the wave on American ships to be permitted regionally in British waters was merely put forward by the United States Government with a view to meeting what was understood to be the views of His Majesty's Government. I am to point out that the 300 metre wave is used principally in European waters by fishing vessels and other small craft, and it would be impracticable satisfactorily to define the areas in which the wave might be employed. As its use even by such ships may in the near future be abolished, His Majesty's Government are of opinion that it is now unnecessary to qualify the prohibition in regard to United States ships in British waters.

His Majesty's Government are in agreement with the opinion expressed in the penultimate paragraph of Mr. Hughes' note on the subject of December 9th last to the effect that the proposed reciprocal arrangement can be

concluded by an exchange of notes, and I am accordingly authorized to inform you that subject to any modifications which may be agreed to internationally at the next International Conference on Radiotelegraphy, ships registered in Great Britain and Northern Ireland will, from October 1st next, be prohibited from using the waves of three hundred and four hundred and fifty metres within two hundred and fifty miles of the coasts of the United States on condition that United States ships will, from October 1st next, be similarly prohibited from using those waves within two hundred and fifty miles of the coasts of the United Kingdom.

In regard to the conclusion of a similar arrangement between Canada and Newfoundland on the one hand, and the United States on the other, I have the honour to inform you that I am awaiting separate instructions which Mr. Secretary Chamberlain has promised to furnish me with at an early date, and on receipt of which I shall not fail to communicate with you in the matter forthwith.

I have the honour to be, with the highest consideration, Sir, Your most obedient, humble servant,

H. CHILTON

The Honourable

FRANK B. KELLOGG

*Secretary of State of the United States  
Washington, D.C.*

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*The Secretary of State to the British Chargé d'Affaires ad interim*

DEPARTMENT OF STATE,  
*Washington, September 15, 1925*

SIR: Referring to your note No. 796, dated September 8, 1925, concerning the proposed reciprocal arrangement by an exchange of notes between the United States Government and His Majesty's Government for preventing interference by ships with radio broadcasting, I am pleased to state that copies of your note have been forwarded to the interested authorities of this Government with a view to ascertaining whether the necessary orders will be issued to American ships effective on October 1st next. As soon as replies are received to these inquiries, I shall address a further communication to you on this subject.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State:

JOSEPH C. GREW

Mr. HENRY CHILTON, C.M.G.,

*Envoy Extraordinary and Minister Plenipotentiary,  
Chargé d'Affaires ad interim of Great Britain*

*The Secretary of State to the British Chargé d'Affaires ad interim*

DEPARTMENT OF STATE,  
Washington, September 25, 1925

SIR: Referring to your note No. 796, dated September 8, 1925, and to the Department's note dated September 15, 1925, concerning the proposed reciprocal arrangement between the Government of the United States and His Majesty's Government for preventing interference by ships with wireless broadcasting, I am pleased to state that, subject to any modifications which may be agreed to internationally at the next international conference on radiotelegraphy, ships registered in the United States will, from October 1st next, be prohibited from using the waves of 300 and 450 meters within two hundred and fifty miles of the coasts of the United Kingdom upon the understanding that ships registered in Great Britain and Northern Ireland will, from October 1st next, be similarly prohibited from using these waves within two hundred and fifty miles of the coasts of the United States. Appropriate orders to give effect to this arrangement have been issued by the interested Departments of this Government.

Accept, Sir, the renewed assurances of my high consideration.

FRANK B. KELLOGG

MR. HENRY CHILTON, C.M.G.,  
*Envoy Extraordinary and Minister Plenipotentiary,  
Chargé d'Affaires ad interim of Great Britain*

ARRANGEMENT WITH CANADA

*The British Chargé d'Affaires ad interim to the Secretary of State*

BRITISH EMBASSY,  
MANCHESTER, MASS.,  
September 18th, 1925

No. 823

SIR: With reference to your note of September 15th concerning the proposed reciprocal agreement by an exchange of notes between the United States Government and His Majesty's Government for preventing interference by ships with radiobroadcasting, I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to inform you that the Canadian Government desire to conclude with the United States Government a reciprocal agreement in terms similar to those proposed in my note No. 796 of September 8th.

I have the honour to be, with the highest consideration, Sir, your most obedient, humble servant,

H. CHILTON

The Honourable,

FRANK B. KELLOGG

*Secretary of State of the United States  
Washington, D.C.*

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*The Secretary of State to the British Chargé d'Affaires ad interim*

DEPARTMENT OF STATE,  
*Washington, September 23, 1925*

SIR: I beg to acknowledge the receipt of your note No. 823, dated September 18, 1925, stating that the Canadian Government desires to conclude with the United States Government a reciprocal arrangement in terms similar to those proposed in your note No. 796, dated September 8, 1925, for a reciprocal arrangement between the United States Government and His Majesty's Government for preventing interference by ships with radio broadcasting.

I have brought this matter to the attention of the interested Departments of this Government and I shall address a further communication to you as soon as replies are received from them.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State:

J. BUTLER WRIGHT

Mr. HENRY CHILTON, C.M.G.,

*Envoy Extraordinary and Minister Plenipotentiary,  
Chargé d'Affaires ad interim of Great Britain*

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*The Secretary of State to the British Chargé d'Affaires ad interim*

DEPARTMENT OF STATE,  
*Washington, October 1, 1925*

SIR: Referring to your note No. 823, dated September 18, 1925, and to the Department's note dated September 23, 1925, concerning the proposed reciprocal arrangement between the Government of the United States and the Canadian Government for preventing interference by ships with wireless broadcasting, I am pleased to state that, subject to any modifications which may be agreed to internationally at the next international conference on radiotelegraphy, ships registered in the United States will, from October 1, 1925, be prohibited from using the waves of 300 and 450 meters within two hundred and fifty miles of the coasts of Canada upon the understanding that

ships registered in Canada will, from October 1, 1925, be similarly prohibited from using these waves within two hundred and fifty miles of the coasts of the United States. Appropriate orders to give effect to this arrangement have been issued by the interested Departments of this Government.

Accept, Sir, the renewed assurances of my high consideration.

FRANK B. KELLOGG

Mr. HENRY CHILTON, C.M.G.,  
*Envoy Extraordinary and Minister Plenipotentiary,  
Chargé d'Affaires ad interim of Great Britain*

ARRANGEMENT WITH NEWFOUNDLAND

*The British Chargé d'Affaires ad interim to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
*September 29th, 1925*

No. 833  
*Immediate*

SIR: With reference to your note of September 25th, concerning the reciprocal agreement by an exchange of notes between the United States Government and His Majesty's Government for preventing interference by ships with wireless broadcasting, and to my note No. 823 of September 18th, in which I informed you that the Canadian Government desired to conclude with the United States Government a reciprocal agreement in terms similar to those proposed in my note No. 796 of September 8th, I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to inform you that the Government of Newfoundland also desire to conclude with the United States Government a similar agreement.

The Canadian Government and the Government of Newfoundland are anxious that these agreements should enter into force on October 1st next and I have the honour, therefore, to request that I may be informed at the earliest possible moment whether the United States Government are prepared to issue the orders necessary to give effect to these agreements by that date.

I have the honour to be, with the highest consideration, Sir, Your most obedient, humble servant,

H. CHILTON

The Honourable

FRANK B. KELLOGG

*Secretary of State of the United States  
Washington, D.C.*

*The Secretary of State to the British Chargé d'Affaires ad interim*

DEPARTMENT OF STATE,  
Washington, October 1, 1925

SIR: Referring to your note No. 833, dated September 29, 1925, in which you state that the Government of Newfoundland desires to conclude with the Government of the United States a reciprocal arrangement for preventing interference by ships with wireless broadcasting, I am pleased to state that, subject to any modifications which may be agreed to internationally at the next international conference on radiotelegraphy, ships registered in the United States will, from October 1, 1925, be prohibited from using the waves of 300 and 450 meters within two hundred and fifty miles of the coasts of Newfoundland upon the understanding that ships registered in Newfoundland will, from October 1, 1925, be similarly prohibited from using these waves within two hundred and fifty miles of the coasts of the United States. Appropriate orders to give effect to this arrangement have been issued by the interested Departments of this Government.

Accept, Sir, the renewed assurances of my high consideration.

FRANK B. KELLOGG

MR. HENRY CHILTON, C.M.G.,

*Envoy Extraordinary and Minister Plenipotentiary,  
Chargé d'Affaires ad interim of Great Britain*

## RELEASE OF PROPERTY SEIZED UNDER TRADING WITH THE ENEMY ACTS

*Exchange of notes at London January 4 and February 23, 1927*  
*Entered into force February 23, 1927*

IV Trenwith 4252; Treaty Series 754-A

*The American Chargé d'Affaires ad interim to the Secretary of State  
for Foreign Affairs*

AMERICAN EMBASSY,  
London, January 4, 1927

No. 1008

SIR:

In connection with the recent discussions between the British Administrator of German Property and Mr. Ralph Hill of the Department of State, with a view to reaching an arrangement between the Governments of Great Britain and the United States for the reciprocal release by them of property sequestrated in both countries under Trading with the Enemy Acts, I have the honor to enclose a memorandum indicating the position of the American Government with regard to the release of property to British subjects held by the Alien Property Custodian under the American Trading with the Enemy Act,<sup>1</sup> and of its understanding of the position of the British Government with regard to the release to American citizens of property held by the British Administrator of German Property.

I shall appreciate it if you will be good enough to advise me whether the understanding of the competent American authorities, as set forth in the attached memorandum, concerning the position of the British authorities on the subject of reciprocity in connection with the administration of the British Trading with the Enemy Act is correct, and, if so, whether on the basis of his understanding of the position of the American Government the British Administrator is prepared to release to American citizens property held by him in cases falling within the limits outlined in the memorandum.

On behalf of my Government I am directed to state that the competent American authorities are prepared to assure reciprocal treatment (as defined

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<sup>1</sup> 41 Stat. 977.

in the memorandum) to British subjects whose property is held by the Alien Property Custodian.

I have the honor to be, with the highest consideration, Sir, Your most obedient, humble servant,

F. A. STERLING  
*Chargé d'Affaires ad interim*

The Right Honorable  
Sir AUSTEN CHAMBERLAIN, K.G., M.P.,  
*etc., etc., etc.*

MEMORANDUM CONCERNING THE RECIPROCAL RELEASE BY THE BRITISH AND AMERICAN GOVERNMENTS OF PROPERTY SEQUESTERED IN BOTH COUNTRIES UNDER TRADING WITH THE ENEMY ACTS

The following is a statement of the position of the American Government in regard to the release to British subjects of property held by the Alien Property Custodian under the Trading with the Enemy Act, and of its understanding of the position of the British authorities in regard to the release to American citizens of property held by the British Administrator of German Property.

1. MARRIED WOMEN CASES

*A. Position of the American Government*

Section 9 (b) (2) of the Trading with the Enemy Act as amended, authorizes the return to a woman

(a) who, at the time of her marriage, was a subject or citizen of a nation which had remained neutral in the war, or of a nation which was associated with the United States in the prosecution of said war, and

(b) who, prior to April 6, 1917, intermarried with a subject or citizen of Germany or Austria Hungary,

of property acquired

(a) from whatever source prior to January 1, 1917,

(b) from non-enemy sources at any time, whether or not such woman reacquired, prior to or since January 10, 1920, the nationality which she had at the time of her marriage to a German or Austro-Hungarian national.

Claims of British women who married enemies prior to the war and who reacquired British nationality on or before June 1, 1926, will be allowed.

The foregoing is conditional on reciprocal rights being extended to citizens of the United States.

### *B. Position of the British Government*

Property will be returned to a native born American woman who had married a subject of a former enemy state and had reacquired American citizenship, either prior to or since January 10, 1920, but not later than June 1, 1926.

This does not apply to property of enemy origin, the transfer of which was illegal after the outbreak of war under the British Trading with the Enemy Act.<sup>2</sup>

This procedure moreover can only apply in the case of property which has not already been liquidated or credited to an ex-enemy power or been so applied as to put it out of the power of the British Government to release it.

## 2. DEBT CLAIMS

### *A. Position of the American Government*

The American Trading with the Enemy Act authorizes on the basis of reciprocity the payment from sequestered property of debts owing to and owned by British claimants prior to the passage of the original Act, provided such debt, in the nature of a pledge or lien, arose in reference to the money or other property held by the Alien Property Custodian or Treasurer of the United States.

### *B. Position of the British Government*

In all cases where enemy businesses, whether conducted by corporation, partnership, or individual concerns have been liquidated in Great Britain under war legislation, the claims of American creditors, wherever resident, have been treated on an equal footing with those of British creditors.

## 3. SHARES OF STOCK IN DEPOT ACCOUNT OF GERMAN BANKS

### *A. Position of the American Government*

No distinction is made between the claims of British or American citizens with respect to claims under this category. The American authorities take the position that it is not sufficient for a claimant to allege that he had a certain number of shares of stock. If he cannot give the numbers of the certificates of such shares, he should furnish other proof sufficient to identify the particular property from that class with which it had become commingled. However, it is not necessarily incumbent upon the claimant to give the actual numbers of the shares so held.

### *B. Position of the British Government*

Upon proof of any American, allied or neutral subject that he is absolutely entitled as between himself and the German bank or other enemy to any particular shares, a release would be made; further, even in cases where the ap-

<sup>2</sup> See U.K. note of Feb. 23, 1927, p. 461.

plicant is unable to identify the actual number <sup>2</sup> of his particular shares, and can only establish that a certain number of the shares held in depot had been held on his account, he would also be entitled to release, subject, however, to a pro rata reduction in the event of the depot being short.

#### 4. CORPORATIONS

##### *A. Position of the American Government*

The return is permitted of the assets of a corporation in the following cases:

1. Provided the corporation (a) was not incorporated in enemy country, i.e., Germany, Austria or Hungary.

(b) did not do business with enemy territory during the war.

(c) was not declared an enemy by Presidential Proclamation, regardless of the nationality of the owners of the stock.

2. Provided (a) the corporation was not incorporated in any enemy country, i.e., Germany, Austria or Hungary.

(b) More than 50% of the capital stock of the corporation was owned by non-enemies at the time of the seizure of such assets by the Alien Property Custodian, regardless of the fact that such corporation may have been an enemy by reason of doing business within enemy territory or may have been declared an enemy by Presidential Proclamation.

##### *B. Position of the British Government*

Under British law a corporation incorporated and having its seat in Germany is considered a German national irrespective of the nationality of any or all of its stockholders. A corporation incorporated and having its seat outside of enemy territory irrespective of the nationality of its stockholders is considered a non-enemy national.

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*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE,

S. W. 1.

No. A 1066/171/45

23rd February, 1927

YOUR EXCELLENCY,

With reference to the note which the Chargé d'Affaires of the United States was so good as to address to me under date of January 4th on the subject of the reciprocal release by His Majesty's Government in Great Britain and the Government of the United States of properties sequestered in both countries under the Trading with the Enemy Acts, I have the honour to state that the memorandum enclosed in that note sets out accurately the position of His Majesty's Government in regard to the matters referred to therein, subject to the following slight amendments:

On page 2 of the memorandum, line 11, "The British Trading with the Enemy Act" should read "The British Trading with the Enemy Acts."

On page 3 of the memorandum in the third paragraph marked "B. *Position of the British Government*" the word "number" should be "numbers", the question involved being the numbers of the certificates of the particular shares referred to.

2. In so far as the memorandum refers to questions of release, His Majesty's Government in Great Britain are prepared to carry out releases in the cases referred to therein, but portions of the memorandum appear to be inapplicable to release questions, notably paragraph 2 B. where it is a question of payment of American creditors, and paragraph 4 B. where the position of His Majesty's Government is defined and is governed by decisions of the Courts and of the Mixed Arbitral Tribunals.

3. I beg leave to state that the position of His Majesty's Government on the subject of reciprocity in connection with the British Trading with the Enemy Acts and the Treaties of Peace is accurately defined in the memorandum enclosed in Mr. Sterling's note under reference (subject to the above mentioned slight amendments) and that so far as the question of property capable of release is involved they are prepared, on being granted reciprocal treatment by the Government of the United States within the terms of the memorandum, to release such property as is covered by the terms of the understanding and on the conditions stated therein.

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

(For the Secretary of State)

ROBERT VANSITTART

His Excellency

The Honourable

ALANSON B. HOUGHTON,

*etc., etc., etc.*

## SETTLEMENT OF WORLD WAR I CLAIMS

*Exchange of notes at Washington May 19, 1927, with text of arrangement*

*Entered into force May 19, 1927*

IV Trenwith 4256; Treaty Series 756

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, May 19, 1927*

### EXCELLENCY:

I have the honor to incorporate herein the text of an arrangement for the disposal of certain pecuniary claims arising out of the recent war, in which His Majesty's Government in Great Britain and the Government of the United States are interested, either as principals or on behalf of their respective nationals. This arrangement which has been agreed upon by representatives of both Governments, has been approved by the Government of the United States. The terms of the arrangement are as follows:

### ARTICLE I

With the exceptions stated in Article II hereof His Majesty's Government in Great Britain and the Government of the United States agree:

(1) That neither will make further claim against the other on account of supplies furnished, services rendered or damages sustained by it in connection with the prosecution of the recent war, all such accounts to be regarded as definitively closed and settled.

(2) That neither will present any diplomatic claim or request international arbitration on behalf of any national alleging loss or damage through the war measures adopted by the other, any such national to be referred for remedy to the appropriate judicial or administrative tribunal of the Government against which the claim is alleged to lie, and the decision of such tribunal or of the appellate tribunal, if any, to be regarded as the final settlement of such claim, it being understood that each Government will use its best endeavours to secure to the nationals of the other the same rights and remedies as may be enjoyed by its own nationals in similar circumstances,

and that His Majesty's Government in Great Britain agrees that fullest access to British Prize Courts shall remain open to claimants subject to the right of the British authorities to plead any defences that may be legally open to them.

(3) That the right of each Government to maintain in the future such position as it may deem appropriate with respect to the legality or illegality under international law of measures such as those giving rise to claims covered by the immediately preceding paragraph is fully reserved, it being specifically understood that the juridical position of neither Government is prejudiced by the present agreement.

## ARTICLE II

Nothing contained in this agreement shall be construed to annul, alter, modify or in any way affect the rights of nationals of either Government or to prevent the presentation of diplomatic claims based thereon, in respect of:

(1) The user of inventions by the other Government in connection with its prosecution of the war;

(2) Damage caused by or salvage services rendered to a vessel belonging to the other Government.

It is expressly understood that the provisions of this agreement do not apply to (1) Claims by the Government of the United States, or of its nationals, against the Government of any of His Majesty's self-governing Dominions or of India, or British nationals resident therein, or to claims against the Government of the United States by the Government of any of His Majesty's self-governing Dominions or of India, or by British nationals resident therein, and (2) Claims on behalf of either Government or its nationals for the release of property held by Custodians of Enemy Property in Great Britain and Northern Ireland and all British Colonies and Protectorates, and by the Alien Property Custodian or the Treasurer of the United States.

If the foregoing arrangement is acceptable to your Government, a note from you to that effect will be considered by this Government as completing the understanding and the arrangement will thereupon be regarded by the Government of the United States as having come into force.

In order to obviate the possibility of future misunderstanding as to the purpose or interpretation of the arrangement, I desire to state that the Government of the United States regards it not as a financial settlement but as the friendly composition of conflicting points of view which seemed to lend themselves to no other form of adjustment. It is my understanding, in these circumstances, that the present agreement will be construed by both Governments with full regard for the equities of all parties concerned. The

Government of the United States realizes that by the terms of the agreement His Majesty's Government waive their right to receive a net cash payment on account of certain claims recognized by the United States as just and proper, and also their right to press certain other claims, liability for which has not been formally admitted by this Government, but which involve considerable amounts. I desire to record the fact that the Government of the United States will regard the net amount saved to it through the above-mentioned waiver by His Majesty's Government of outstanding claims against the Government of the United States as intended for the satisfaction of those claims of American nationals falling within the scope of paragraph (2) of Article I of the agreement, which the Government of the United States regards as meritorious and in which the claimants have exhausted their legal remedies in British courts, in which no legal remedy is open to them, or in respect of which for other reasons the equitable construction of the present agreement calls for a settlement. Consequently, I take pleasure in assuring you that the Government of the United States will recommend such action by Congress as will insure the utilization for the purpose just mentioned of the sums saved to the United States under the provisions of the present agreement, and that it will also safeguard His Majesty's Government against possible double liability by exacting an assignment to the Government of the United States of all of a claimant's rights and interests in the claim in question as a condition precedent to the allowance of any compensation in respect thereof.

Furthermore since it appears that American citizens with claims against His Majesty's Government which do not fall within the scope of the present agreement enjoy certain rights of access to the British judicial or administrative tribunals not enjoyed in similar cases by British subjects seeking remedy against the Government of the United States, I take pleasure in extending to the cases of British claimants whose claims are not covered by the present agreement, the assurance contained in paragraph (2) of Article I of the agreement in question, that is that the Government of the United States will use its best endeavors to secure to British nationals the same rights and remedies as may be enjoyed by its own nationals in similar circumstances, and in such cases the Department of State will be happy to give active support to a request to the Congress for appropriate remedial legislation.

Accept, Excellency, the renewed assurances of my highest consideration.

FRANK B. KELLOGG

His Excellency

The Right Honorable

Sir ESME HOWARD, G.C.M.G., K.C.B., C.V.O.,

*Ambassador of Great Britain*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

*Washington, D.C., May 19th, 1927*

No. 342

SIR:

I have the honour to incorporate herein the text of an arrangement for the disposal of certain pecuniary claims arising out of the recent war, in which the Government of the United States and His Majesty's Government in Great Britain are interested either as principals or on behalf of their respective nationals. The terms of this arrangement, which has been agreed upon by representatives of both Governments, are as follows:

[For terms of arrangement, see articles I and II in U.S. note, above.]

I am authorized to inform you that the foregoing arrangement is acceptable to His Majesty's Government in Great Britain and I hereby convey their acceptance thereof in acknowledgment of that contained in your note on behalf of the Government of the United States. The understanding is therefore regarded as having been completed and the arrangement as having come into force.

In order to obviate the possibility of future misunderstanding as to the purpose or interpretation of the arrangement, I am directed to state that His Majesty's Government in Great Britain regard it not as a financial settlement but as the friendly composition of conflicting points of view which seemed to lend themselves to no other form of adjustment. It is my understanding, in these circumstances, that the present agreement will be construed by both Governments with full regard for the equities of all parties concerned. By the terms of the agreement His Majesty's Government in Great Britain waive their right to receive a net cash payment on account of certain claims recognised by the United States as just and proper, and also their right to press certain other claims, liability for which has not been formally admitted by the Government of the United States. It is understood that the Government of the United States will regard the net amount saved to it through the above mentioned waiver by His Majesty's Government of outstanding claims against the Government of the United States as intended for the satisfaction of those claims of American nationals falling within the scope of paragraph (2) of Article I of the agreement which the Government of the United States regards as meritorious and in which the claimants have exhausted their legal remedies in British courts, in which no legal remedy is open to them or in respect of which, for other reasons, the equitable construction of the present agreement calls for a settlement. I take note with satisfaction of your assurance that the Government of the United States will recommend such action by Congress as will ensure the utilization for the purpose just mentioned of the sums saved to the United States under the provisions of the present agreement and that it

will also safeguard His Majesty's Government in Great Britain against possible double liability by exacting an assignment to the Government of the United States of all of a claimant's rights and interests in the claim in question as a condition precedent to the allowance of any compensation in respect thereof.

Furthermore, since it appears that British subjects with claims against the Government of the United States which do not fall within the scope of the agreement above quoted do not enjoy rights of access to American judicial or administrative tribunals as complete or effective as are enjoyed in similar cases by American citizens seeking remedy against His Majesty's Government in Great Britain, it is understood that the Government of the United States extends to British claimants whose claims are not covered by the agreement above quoted, the assurance contained in paragraph (2) of Article I of the said agreement, that is to say, that the Government of the United States will use its best endeavours to secure to British nationals the same rights and remedies as may be enjoyed by its own nationals in similar circumstances and that in such cases the Department of State will give active support to a request to the Congress for appropriate remedial legislation.

I have the honour to be,

with the highest consideration,

Sir,

Your most obedient, humble servant,

ESME HOWARD

The Honourable

FRANK B. KELLOGG,

*Secretary of State of the United States,  
Washington, D.C.*

## NARCOTIC DRUGS

*Exchange of notes at London December 23, 1927, and January 4  
and 11, 1928*

*Entered into force January 11, 1928*

Department of State files

*The American Embassy to the British Foreign Office*

LONDON, *December 23, 1927*

MY DEAR MOUNSEY:

A copy of your letter No. F 7647/7433/87 of September 26, 1927, with a covering letter from me, a copy of which is enclosed, was forwarded to Colonel Arthur Woods at Geneva, and I understand he discussed there with Sir Malcolm Delevingne the proposal for the exchange of information in connection with the illicit traffic in drugs.

I am today in receipt of a telegraphic instruction from my Government, quoted hereunder for your information:

*"December 22, 1927.*

"In view of the willingness of His Majesty's Government to arrange for the direct exchange of information between the officers charged with the control of the traffic in narcotic drugs in the United States and Great Britain respectively as evidenced by the reports of the Embassy and of Colonel Woods concerning the attitude of the appropriate officials of His Majesty's Government it seems unnecessary to send additional officials of the Treasury Department to London to complete arrangements. You are instructed to arrange with His Majesty's Government, on the basis of Colonel Woods' conversations, for:

"(1) The direct exchange between the Treasury Department and the corresponding office in the foreign country of information and evidence with reference to persons engaged in the illicit traffic. This would include such information as photographs, criminal records, finger prints, Bertillion measurements, description of the methods which the persons in question have been found to use, the place 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; unless such information as this reaches its destination directly and speedily it is useless.

"(3) Mutual co-operation in detective and in investigating work. The officer of the Treasury Department who would have charge on behalf of this Government of the co-operation 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.

"In case the proposed arrangement meets with the approval of His Majesty's Government, please report by telegram giving the name of the official with whom Colonel Nutt should communicate."

You will note that they have deemed it unnecessary to send officials of the Treasury Department to London to complete the arrangements, the matter being left in my hands to settle. I shall come to see you about this some time after the holidays of next week, though possibly you may have decided to put me in direct conversation with the narcotic authorities to work out the details.

With the Season's greetings,

Yours sincerely,

RAY ATHERTON

G. A. MOUNSEY, Esq., O.B.E.,

*etc., etc., etc.,*

*Foreign Office, S.W.*

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*The American Embassy to the British Foreign Office*

LONDON, January 4, 1928

DEAR SIR MALCOLM:

In accordance with our conversation of this afternoon I am forwarding you the text of my cable to Washington. I trust it coincides with your views, but do not hesitate to make any criticism or suggestion.

I shall forward you in a few days a copy of my letter to Washington on this same subject for your information.

Yours sincerely,

RAY ATHERTON

Sir MALCOLM DELEIVINGNE, K.C.B.,

*etc., etc., etc.,*

*Home Office,*

*Whitehall, S.W. 1*

Enclosure:

Copy of cable to Washington,  
dated January 4, 6 p.m. (1928).

[ENCLOSURE]

*January 4, 6 p.m. (1928).*

In conversation today following provisional methods of communication were arranged. Apart from direct open mail service between Treasury Department and Home Office strictly confidential letters may be forwarded by Colonel Nutt to Department, then by pouch to this Embassy, for transmission to Home Office, and, in turn, strictly confidential letters from Home Office will be transmitted to Foreign Office, thence by pouch to British Embassy, Washington, for direct delivery to Colonel Nutt. All mail matter for London to be addressed Sir Malcolm Delevingne, Home Office, London. All mail matter for Washington will be addressed Colonel Nutt, Treasury Department, Washington.

Apart from ordinary open cables between Treasury Department and Home Office very confidential cable messages may be transmitted in non-secret U. S. Government code from Colonel Nutt through State Department to this Embassy for delivery to Home Office. Home Office, in turn, will forward strictly confidential cables in non-secret British Government code through Foreign Office to British Embassy, Washington, for direct delivery to Colonel Nutt. Cable address here Delevingne, Home Office, London. Telegrams from Home Office will be addressed Colonel Nutt, Treasury Department, Washington. Your approval by telegraph is requested.

Letter with full particulars by next pouch.

ATHERTON

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*The British Home Office to the American Embassy*

HOME OFFICE,  
WHITEHALL, S. W. 1.  
*11th January, 1928*

S.O. 17

DEAR MR. ATHERTON,

Many thanks for your note of the 4th enclosing the text of your cable to Washington. I have no criticisms or suggestions to make with regard to it. Pray excuse the few days' delay in replying. I thought it right to let the Foreign Office know the terms of the arrangement we have come to. They concur.

Yours sincerely,

MALCOLM DELEVINGNE

R. ATHERTON, Esq.

## NARCOTIC DRUGS

*Exchange of notes at Washington October 22, 1927, and January 16  
and November 15, 1928*

*Entered into force November 15, 1928*

Department of State files

*The Secretary of State to the British Ambassador*

OCTOBER 22, 1927

EXCELLENCY:

Supplementing my note of October 3, 1927,<sup>1</sup> in reply to your note No. 349 of May 24, 1927,<sup>1</sup> regarding the smuggling of narcotic drugs into the Philippine Islands from Borneo, the Straits Settlements and China, I have the honor to state that the Acting Governor General of the Philippine Islands has telegraphed that the Philippine Government finds acceptable the suggestion that the arrangements for the mutual exchange of information concerning the seizure of drugs and the activities and movements of persons known to be engaged in the illicit traffic, which were agreed upon by the United States and British Governments in 1923,<sup>2</sup> be extended to include the Philippine Islands, and has designated Mr. H. C. Anderson, Office of the Governor General, as the person to whom direct communication may be made.

Accept, Excellency, the renewed assurance of my highest consideration.

FRANK B. KELLOGG

His Excellency

The Right Honorable

Sir ESME HOWARD, G.C.M.G., K.C.B., C.V.O.,  
*Ambassador of Great Britain.*

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<sup>1</sup> Not printed.

<sup>2</sup> Exchange of notes at Washington June 29, Aug. 7, and Dec. 12 and 28, 1923, *ante*, p. 409.

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.  
*January 16th, 1928*

No. 26

SIR:

I have the honour to refer to your note of October 22nd last, in which you were so good as to inform me that the Acting Governor-General of the Philippine Islands had accepted the suggestion that the arrangements for the mutual exchange of information concerning the seizure of drugs and the activities and movements of persons known to be engaged in the illicit traffic in drugs, which were agreed upon by the United States Government and His Majesty's Government in 1923, be extended to include the Philippine Islands.

I duly conveyed this information to His Majesty's Principal Secretary of State for Foreign Affairs, who has now instructed me to inform you that this proposal is acceptable to His Majesty's Government.

I have the honour to be,  
with the highest consideration,

Sir,

Your most obedient,  
humble servant,

ESME HOWARD

The Honourable

FRANK B. KELLOGG,

*Secretary of State of the United States,  
Washington, D.C.*

---

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
*November 15th, 1928*

No. 540

SIR:

With reference to my note No. 26 of January 16th regarding the arrangements for the mutual exchange of information concerning the seizure of drugs and the activities and movements of persons known to be engaged in the illicit drug traffic, I have the honour, under instructions from His Majesty's Acting Principal Secretary of State for Foreign Affairs, to inform you that the Officer Administering the Government of the Straits Settlements has arranged that any such information affecting the Philippine Islands which is obtained in the Straits Settlements will be communicated to Mr. H. G. Anderson as

suggested in the note which you were good enough to address to me on October 22nd, 1927.

The Officer Administering the Government of the Straits Settlements would be glad if the Government of the Philippine Islands might be requested to communicate any information which they may obtain affecting the Straits Settlements to the Colonial Secretary at Singapore. Lord Cushendun would be most grateful if the Government of the Philippine Islands might be advised accordingly.

I have the honour to be,  
with the highest consideration,

Sir,

Your most obedient,  
humble servant,

ESME HOWARD

The Honourable

FRANK B. KELLOGG,

*Secretary of State of the United States,  
Washington, D.C.*

## BOUNDARIES: PHILIPPINES AND NORTH BORNEO

*Convention signed at Washington January 2, 1930; exchanges of notes  
at Washington January 2, 1930, and July 6, 1932*

*Senate advice and consent to ratification February 11, 1930*

*Ratified by the President of the United States February 21, 1930*

*Ratified by the United Kingdom November 2, 1932*

*Ratifications exchanged at Washington December 13, 1932*

*Entered into force December 13, 1932*

*Proclaimed by the President of the United States December 15, 1932*

47 Stat. 2198; Treaty Series 856

### CONVENTION

The President of the United States of America and His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India,

Being desirous of delimiting definitely the boundary between the Philippine Archipelago (the territory acquired by the United States of America by virtue of the Treaties of December 10, 1898,<sup>1</sup> and November 7, 1900,<sup>2</sup> with Her Majesty the Queen Regent of Spain) and the State of North Borneo which is under British protection,

Have resolved to conclude a Convention for that purpose and have appointed as their 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 Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India,

For Great Britain and Northern Ireland:

The Right Honorable Sir Esme Howard, G.C.B., G.C.M.G., C.V.O., His Majesty's Ambassador Extraordinary and Plenipotentiary at Washington;

Who, having communicated to each other their respective full powers found in good and due form have agreed upon and concluded the following Articles:

<sup>1</sup> TS 343, *ante*, vol. 11, p. 615, SPAIN.

<sup>2</sup> TS 345, *ante*, vol. 11, p. 623, SPAIN.

## ARTICLE I

It is hereby agreed and declared that the line separating the islands belonging to the Philippine Archipelago on the one hand and the islands belonging to the State of North Borneo which is under British protection on the other hand shall be and is hereby established as follows:

From the point of intersection of the parallel of four degrees forty-five minutes ( $4^{\circ} 45'$ ) north latitude and the meridian of longitude one hundred twenty degrees ( $120^{\circ} 0'$ ) east of Greenwich, (being a point on the boundary defined by the Treaty between the United States of America and Spain signed at Paris, December 10, 1898), a line due south along the meridian of longitude one hundred twenty degrees ( $120^{\circ} 0'$ ) east of Greenwich to its point of intersection with the parallel of four degrees twenty-three minutes ( $4^{\circ} 23'$ ) north latitude;

thence due west along the parallel of four degrees twenty-three minutes ( $4^{\circ} 23'$ ) north latitude to its intersection with the meridian of longitude one hundred nineteen degrees ( $119^{\circ} 0'$ ) east of Greenwich;

thence due north along the meridian of longitude one hundred nineteen degrees ( $119^{\circ} 0'$ ) east of Greenwich to its intersection with the parallel of four degrees forty-two minutes ( $4^{\circ} 42'$ ) north latitude;

thence in a straight line approximately  $45^{\circ} 54'$  true (N  $45^{\circ} 54'$  E) to the intersection of the parallel of five degrees sixteen minutes ( $5^{\circ} 16'$ ) north latitude and the meridian of longitude one hundred nineteen degrees thirty-five minutes ( $119^{\circ} 35'$ ) east of Greenwich;

thence in a straight line approximately  $314^{\circ} 19'$  true (N  $45^{\circ} 41'$  W) to the intersection of the parallel of six degrees ( $6^{\circ} 0'$ ) north latitude and the meridian of longitude one hundred eighteen degrees fifty minutes ( $118^{\circ} 50'$ ) east of Greenwich;

thence due west along the parallel of six degrees ( $6^{\circ} 0'$ ) north latitude to its intersection with the meridian of longitude one hundred eighteen degrees twenty minutes ( $118^{\circ} 20'$ ) east of Greenwich;

thence in a straight line approximately  $307^{\circ} 40'$  true (N  $52^{\circ} 20'$  W) passing between Little Bakkungaan Island and Great Bakkungaan Island to the intersection of the parallel of six degrees seventeen minutes ( $6^{\circ} 17'$ ) north latitude and the meridian of longitude one hundred seventeen degrees fifty-eight minutes ( $117^{\circ} 58'$ ) east of Greenwich;

thence due north along the meridian of longitude one hundred seventeen degrees fifty-eight minutes ( $117^{\circ} 58'$ ) east of Greenwich to its intersection with the parallel of six degrees fifty-two minutes ( $6^{\circ} 52'$ ) north latitude;

thence in a straight line approximately  $315^{\circ} 16'$  true (N  $44^{\circ} 44'$  W) to the intersection of the parallel of seven degrees twenty-four minutes forty-five seconds ( $7^{\circ} 24' 45''$ ) north latitude with the meridian of longitude one hundred seventeen degrees twenty-five minutes thirty seconds ( $117^{\circ} 25' 30''$ ) east of Greenwich;

thence in a straight line approximately  $300^{\circ} 56'$  true ( $N 59^{\circ} 4' W$ ) through the Mangsee Channel between Mangsee Great Reef and Mangsee Islands to the intersection of the parallel of seven degrees forty minutes ( $7^{\circ} 40'$ ) north latitude and the meridian of longitude one hundred seventeen degrees ( $117^{\circ} 0'$ ) east of Greenwich, the latter point being on the boundary defined by the Treaty between the United States of America and Spain signed at Paris, December 10, 1898.

## ARTICLE II

The line described above has been indicated on Charts Nos. 4707 and 4720, published by the United States Coast and Geodetic Survey, corrected to July 24, 1929, portions of both charts so marked being attached to this treaty and made a part thereof.<sup>3</sup> It is agreed that if more accurate surveying and mapping of North Borneo, the Philippine Islands, and intervening islands shall in the future show that the line described above does not pass between Little Bakkungaan and Great Bakkungaan Islands, substantially as indicated on Chart No. 4720, the boundary line shall be understood to be defined in that area as a line passing between Little Bakkungaan and Great Bakkungaan Islands as indicated on the chart, said portion of the line being a straight line approximately  $307^{\circ} 40'$  true drawn from a point on the parallel of  $6^{\circ} 0'$  north latitude to a point on the meridian of longitude of  $117^{\circ} 58'$  east of Greenwich.

It is likewise agreed that if more accurate surveying and mapping shall show that the line described above does not pass between the Mangsee Islands and Mangsee Great Reef as indicated on Chart No. 4720, the boundary shall be understood to be defined in that area as a straight line drawn from the intersection of the parallel of  $7^{\circ} 24' 45''$  north latitude and the meridian of longitude of  $117^{\circ} 25' 30''$  east of Greenwich, passing through Mangsee Channel as indicated on attached Chart No. 4720 to a point on the parallel of  $7^{\circ} 40'$  north latitude.

## ARTICLE III

All islands to the north and east of the said line and all islands and rocks traversed by the said line, should there be any such, shall belong to the Philippine Archipelago and all islands to the south and west of the said line shall belong to the State of North Borneo.

## ARTICLE IV

The provisions of Article 19 of the Treaty between the United States of America, the British Empire, France, Italy, and Japan limiting naval armament, signed at Washington on February 6, 1922,<sup>4</sup> shall, so long as that

<sup>3</sup> Not printed here.

<sup>4</sup> TS 671, *ante*, vol. 2, p. 351.

Treaty remains in force, apply in respect of all islands in the Turtle and Mangsee Groups which are or may be deemed to be comprised within the territories of the Philippine Archipelago on the one hand and of the State of North Borneo on the other hand in consequence of the establishment of the line fixed by the preceding articles of the present Convention. In the event of either High Contracting Party ceding, selling, leasing or transferring any of the islands in question to a third party provision shall be made for the continued application to such island of the aforementioned Article 19 of the Treaty between the United States of America, the British Empire, France, Italy and Japan limiting naval armament, signed at Washington on February 6, 1922, provided that Treaty is still in force at the time of such cession, sale, lease or transfer.

#### ARTICLE V

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 His Britannic Majesty, and shall come into force on the exchange of the acts of ratification which shall take place at Washington as soon as possible.

In witness whereof the respective Plenipotentiaries have signed the same and have affixed thereto their respective seals.

Done in duplicate at Washington the second day of January in the year of our Lord one thousand nine hundred and thirty.

HENRY L. STIMSON	[SEAL]
ESME HOWARD	[SEAL]

#### EXCHANGES OF NOTES

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

*Washington, D.C., 2nd January, 1930*

No. 679

SIR,

By the convention concluded between the President of the United States of America and His Britannic Majesty for the purpose of delimiting the boundary between the Philippine archipelago on the one hand and the State of North Borneo which is under British protection on the other hand, the sovereignty over certain islands which have for many years past been administered by the British North Borneo Company has been definitely recognized as pertaining to the United States of America. These islands which formed the subject of the arrangement effected by an exchange of notes between His Majesty's Government and the United States Government on July 3rd and July 10th, 1907,<sup>5</sup> are:

<sup>5</sup> TS 856, *ante*, p. 287.

1. Sibaung, Boaan, Lihiman, Langaan, Great Bakkungaan, Taganak, and Baguan in the group of islands known as the Turtle Islands.
2. The Mangsee Islands.

His Majesty's Government in the United Kingdom understand that the Government of the United States of America are prepared to conclude an arrangement in regard to these islands, supplementary to the above-mentioned convention, in the following terms:

FIRSTLY. That the said company be left undisturbed in the administration of the islands in question unless or until the United States Government give notice to His Majesty's Government of their desire that the administration of the islands should be transferred to them. The transfer of administration shall be effected within one year after such notice is given on a day and in a manner to be mutually arranged.

SECONDLY. That when the administration of any island is transferred in accordance with the foregoing the said Company will deliver to the United States Government all records relating to administration prior to the date of transfer.

THIRDLY. The United States of America shall not be responsible for the value of any buildings which have been or may be erected or other permanent improvements which have been or may be made in any island the administration of which is subject to transfer but any buildings or improvements erected or made by the administrative authorities prior to the transfer of administration may be removed provided the interests of the United States of America are not thereby injured. In the event, however, of the Island of Taganak being so transferred, the United States Government will give favourable consideration to the question of the compensation to be paid to the said company in respect of the capital expenditure incurred by the company in connection with the lighthouse situated on the island, and the United States Government will provide for the future maintenance of the lighthouse.

FOURTHLY. That such privilege of administration shall not carry with it territorial rights, such as those of making grants or concessions in the islands in question to extend beyond the temporary occupation of the company; and any grant, concession, or license made by the company shall cease upon the termination of the company's occupation.

The United States Government, however, take note of the desire of His Majesty's Government that the following titles to land in certain of the islands which were in good faith granted by the Government of North Borneo prior to the arrangement of 1907, be allowed to stand on the terms on which they were issued by that Government.

Titles	PARTICULARS		Approximate total Acreage
	Date of Alienation	Period	
<i>Boaan Island</i>			
26 Native Titles	1. 6. 1907	In perpetuity	146 acres
<i>Lihiman Island</i>			
7 Native Titles	1. 6. 1907	" "	37 "
1 Provisional Lease 2416	1. 6. 1907	999 years	13 "
		Total	50 "
<i>Langaan Island</i>			
4 Native Titles	1. 6. 1907	In perpetuity	12 "
<i>Great Bakkungaun</i>			
3 Provisional Leases	26. 9. 1903	999 years	118 "

FIFTHLY. It is agreed that the United States Government shall be exempt from responsibility in respect of acts done in or from any of the islands in question the administration of which has not been transferred to the United States.

SIXTHLY. The stipulations of the extradition treaties between the United States Government and His Majesty's Government shall be applicable within the limits provided for in the exchange of notes which took place in Washington on September 1st/23rd, 1913,<sup>6</sup> to the islands in question and the United States Government take note of the importance which, in view of the proximity of the islands to North Borneo, the said company attach to the establishment and maintenance of an adequate police post thereon, in the event of the administration being transferred to the United States Government.

SEVENTHLY. In the event of the cession, sale, lease or transfer of the islands in question to any third party, the United States Government undertake to use their good offices in commending to the favourable consideration of such third party the desires expressed by His Majesty's Government in the United Kingdom and the British North Borneo Company, as set out in the preceding articles of the present arrangement.

I have the honour under instructions from His Majesty's Principal Secretary of State for Foreign Affairs to request you to be so good as to inform me whether the United States adhere to the terms of the arrangement above described and I shall be glad to receive an assurance from you at the time that this note will be considered by the United States Government as sufficient acceptance of the above arrangement on the part of His Majesty's Government in the United Kingdom.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

ESME HOWARD

The Honourable

HENRY L. STIMSON,

*Secretary of State of the United States,  
Washington, D.C.*

<sup>6</sup> TS 582, ante, p. 364.

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
Washington, January 2, 1930

## EXCELLENCY:

In Your Excellency's note of today's date you stated that His Majesty's Government in the United Kingdom understands that the Government of the United States of America is prepared to conclude an arrangement in the following terms regarding certain islands off the coast of Borneo which have been administered by the British North Borneo Company in accordance with the arrangement effected by an exchange of notes between His Majesty's Government and the Government of the United States of America on July 3 and July 10, 1907:

[For terms of arrangement, see numbered paragraphs of U.K. note, above.]

In reply to the inquiry made on behalf of Your Excellency's Government in the last paragraph of your note of today's date, I take pleasure in informing you that the Government of the United States of America adheres to the terms of the arrangement above described, and in assuring you that your note under acknowledgment is considered by the Government of the United States of America as sufficient acceptance of the arrangement on the part of His Majesty's Government in the United Kingdom.

Accept, Excellency, the renewed assurances of my highest consideration.

HENRY L. STIMSON

His Excellency

The Right Honorable

Sir ESME HOWARD, *G.C.B., G.C.M.G., C.V.O.*,  
*Ambassador of Great Britain.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
Washington, D.C., July 6th, 1932

No. 221

SIR,

In the notes exchanged between the United States Government and His Majesty's Government in the United Kingdom on January 2nd, 1930, constituting an arrangement regarding certain islands off the coast of Borneo which have been administered by the British North Borneo Company in accordance with the arrangement effected by an exchange of notes between His Majesty's Government and the Government of the United States of America on July 3 and July 10, 1907, the United States Government took

note of the desire of His Majesty's Government that certain titles to land in certain of the islands which were in good faith granted by the Government of North Borneo prior to the arrangement of 1907, be allowed to stand on the terms on which they were issued by that Government.

2. His Majesty's Government regret that the following title was inadvertently omitted from those included in the above arrangement:

<i>Likiman Island</i>	<i>Date of Alienation</i>	<i>Period</i>	<i>Area</i>
Provisional Lease No. 2417	1.6.1907	999 yrs.	13 acres 0 roods 24 perches.

3. I have the honour under instructions from His Majesty's Principal Secretary of State for Foreign Affairs to request you to be so good as to inform me whether the United States Government will agree to regard this title as included in those mentioned in the arrangement concluded on January 2nd, 1930.

4. Should your Government agree to this extension of the above-mentioned arrangement, I should be glad to receive from you an assurance that this note will be considered by the United States Government as a sufficient confirmation thereof on the part of His Majesty's Government in the United Kingdom.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

R. C. LINDSAY

The Honourable

HENRY L. STIMSON,

*Secretary of State of the United States,  
Washington, D.C.*

---

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, July 6, 1932*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of this day's date in which Your Excellency refers to the fact that in the notes exchanged between the Government of the United States of America and His Majesty's Government in the United Kingdom on January 2nd, 1930, constituting an arrangement regarding certain islands off the coast of Borneo which have been administered by the British North Borneo Company in accordance with the arrangement effected by an exchange of notes between His Majesty's Government and the Government of the United States on July 3 and July 10, 1907, the Government of the United States took note of the

desire of His Majesty's Government that certain titles to land in certain of the islands which were in good faith granted by the Government of North Borneo prior to the arrangement of 1907, be allowed to stand on the terms on which they were issued by that Government. In relation to this matter Your Excellency states that His Majesty's Government regrets that the following title was inadvertently omitted from the list of land titles included in the above arrangement:

<i>Lihinnan Island</i>	<i>Date of Alienation</i>	<i>Period</i>	<i>Area</i>
Provisional Lease No. 2417	1.6.1907	999 years	13 acres 0 roods 24 perches

Under instructions from His Majesty's Principal Secretary of State for Foreign Affairs Your Excellency requests that I be so good as to inform you whether the Government of the United States will agree to regard this title as included in those mentioned in the arrangement concluded on January 2, 1930.

In reply I am pleased to inform Your Excellency that the Government of the United States agrees to the extension of the arrangement of January 2, 1930, to include the above-mentioned title, and I take pleasure also in assuring Your Excellency that your note under acknowledgement is considered by the Government of the United States as a sufficient confirmation on the part of His Majesty's Government in the United Kingdom of the aforesaid extension.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

W. R. CASTLE, Jr.

His Excellency

The Honorable Sir RONALD LINDSAY,  
*P.C., G.C.M.G., K.C.B., C.V.O.,*  
*British Ambassador.*

## EXTRADITION

*Treaty and exchanges of notes signed at London December 22, 1931*

*Senate advice and consent to ratification February 19, 1932*

*Ratified by the President of the United States March 3, 1932*

*Ratified by the United Kingdom July 29, 1932*

*Ratifications exchanged at London August 4, 1932*

*Proclaimed by the President of the United States August 9, 1932*

*Entered into force June 24, 1935*

47 Stat. 2122; Treaty Series 849

### TREATY

The President of the United States of America,  
And His Majesty the King of Great Britain, Ireland and the British  
Dominions beyond the Seas, Emperor of India;

Desiring to make more adequate provision for the reciprocal extradition  
of criminals,

Have resolved to conclude a Treaty for that purpose, and to that end  
have appointed as their plenipotentiaries:

The President of the United States of America:

General Charles G. Dawes, Ambassador Extraordinary and Plenipotentiary  
of the United States of America at the Court of St. James;

And His Majesty the King of Great Britain, Ireland and the British  
Dominions beyond the Seas, Emperor of India:

for Great Britain and Northern Ireland:

The Right Honourable Sir John Simon, G.C.S.I., M.P., His Principal  
Secretary of State for Foreign Affairs;

who, having communicated their full powers, found in good and due form,  
have agreed as follows:

### ARTICLE 1

The High Contracting Parties engage to deliver up to each other, under  
certain circumstances and conditions stated in the present Treaty, those per-  
sons who, being accused or convicted of any of the crimes or offences enu-  
merated in Article 3, committed within the jurisdiction of the one Party,  
shall be found within the territory of the other Party.

## ARTICLE 2

For the purposes of the present Treaty the territory of His Britannic Majesty shall be deemed to be Great Britain and Northern Ireland, the Channel Islands and the Isle of Man, and all parts of His Britannic Majesty's dominions overseas other than those enumerated in Article 14, together with the territories enumerated in Article 16 and any territories to which it may be extended under Article 17. It is understood that in respect of all territory of His Britannic Majesty as above defined other than Great Britain and Northern Ireland, the Channel Islands, and the Isle of Man, the present Treaty shall be applied so far as the laws permit.

For the purposes of the present Treaty the territory of the United States shall be deemed to be all territory wherever situated belonging to the United States, including its dependencies and all other territories under its exclusive administration or control.

## ARTICLE 3

Extradition shall be reciprocally granted for the following crimes or offences:

1. Murder (including assassination, parricide, infanticide, poisoning), or attempt or conspiracy to murder.
2. Manslaughter.
3. Administering drugs or using instruments with intent to procure the miscarriage of women.
4. Rape.
5. Unlawful carnal knowledge, or any attempt to have unlawful carnal knowledge, of a girl under 16 years of age.
6. Indecent assault if such crime or offence be indictable in the place where the accused or convicted person is apprehended.
7. Kidnapping or false imprisonment.
8. Child stealing, including abandoning, exposing or unlawfully detaining.
9. Abduction.
10. Procuration: that is to say the procuring or transporting of a woman or girl under age, even with her consent, for immoral purposes, or of a woman or girl over age, by fraud, threats, or compulsion, for such purposes with a view in either case to gratifying the passions of another person provided that such crime or offence is punishable by imprisonment for at least one year or by more severe punishment.
11. Bigamy.
12. Maliciously wounding or inflicting grievous bodily harm.
13. Threats, by letter or otherwise, with intent to extort money or other things of value.
14. Perjury, or subornation of perjury.
15. Arson.

16. Burglary or housebreaking, robbery with violence, larceny or embezzlement.

17. Fraud by a bailee, banker, agent, factor, trustee, director, member, or public officer of any company, or fraudulent conversion.

18. Obtaining money, valuable security, or goods, by false pretences; receiving any money, valuable security, or other property, knowing the same to have been stolen or unlawfully obtained.

19. (a) Counterfeiting or altering money, or bringing into circulation counterfeited or altered money.

(b) Knowingly and without lawful authority making or having in possession any instrument, tool, or engine adapted and intended for the counterfeiting of coin.

20. Forgery, or uttering what is forged.

21. Crimes or offences against bankruptcy law.

22. Bribery, defined to be the offering, giving or receiving of bribes.

23. Any malicious act done with intent to endanger the safety of any persons travelling or being upon a railway.

24. Crimes or offences or attempted crimes or offences in connection with the traffic in dangerous drugs.

25. Malicious injury to property, if such crime or offence be indictable.

26. (a) Piracy by the law of nations.

(b) Revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas against the authority of the master; wrongfully sinking or destroying a vessel at sea, or attempting to do so; assaults on board a ship on the high seas, with intent to do grievous bodily harm.

27. Dealing in slaves.

Extradition is also to be granted for participation in any of the aforesaid crimes or offences, provided that such participation be punishable by the laws of both High Contracting Parties.

#### ARTICLE 4

The extradition shall not take place if the person claimed has already been tried and discharged or punished, or is still under trial in the territories of the High Contracting Party applied to, for the crime or offence for which his extradition is demanded.

If the person claimed should be under examination or under punishment in the territories of the High Contracting Party applied to for any other crime or offence, his extradition shall be deferred until the conclusion of the trial and the full execution of any punishment awarded to him.

#### ARTICLE 5

The extradition shall not take place if, subsequently to the commission of the crime or offence or the institution of the penal prosecution or the convic-

tion thereon, exemption from prosecution or punishment has been acquired by lapse of time, according to the laws of the High Contracting Party applying or applied to.

#### ARTICLE 6

A fugitive criminal shall not be surrendered if the crime or offence in respect of which his surrender is demanded is one of a political character, or if he proves that the requisition for his surrender has, in fact, been made with a view to try or punish him for a crime or offence of a political character.

#### ARTICLE 7

A person surrendered can in no case be kept in custody or be brought to trial in the territories of the High Contracting Party to whom the surrender has been made for any other crime or offence, or on account of any other matters, than those for which the extradition shall have taken place, until he has been restored, or has had an opportunity of returning, to the territories of the High Contracting Party by whom he has been surrendered.

This stipulation does not apply to crimes or offences committed after the extradition.

#### ARTICLE 8

The extradition of fugitive criminals under the provisions of this Treaty shall be carried out in the United States and in the territory of His Britannic Majesty respectively, in conformity with the laws regulating extradition for the time being in force in the territory from which the surrender of the fugitive criminal is claimed.

#### ARTICLE 9

The extradition shall take place only if the evidence be found sufficient, according to the laws of the High Contracting Party applied to, either to justify the committal of the prisoner for trial, in case the crime or offence had been committed in the territory of such High Contracting Party, or to prove that the prisoner is the identical person convicted by the courts of the High Contracting Party who makes the requisition, and that the crime or offence of which he has been convicted is one in respect of which extradition could, at the time of such conviction, have been granted by the High Contracting Party applied to.

#### ARTICLE 10

If the individual claimed by one of the High Contracting Parties in pursuance of the present Treaty should be also claimed by one or several other Powers on account of other crimes or offences committed within their respective jurisdictions, his extradition shall be granted to the Power whose claim is earliest in date, unless such claim is waived.

## ARTICLE 11

If sufficient evidence for the extradition be not produced within two months from the date of the apprehension of the fugitive, or within such further time as the High Contracting Party applied to, or the proper tribunal of such High Contracting Party, shall direct, the fugitive shall be set at liberty.

## ARTICLE 12

All articles seized which were in the possession of the person to be surrendered at the time of his apprehension, and any articles that may serve as a proof of the crime or offence shall be given up when the extradition takes place, in so far as this may be permitted by the law of the High Contracting Party granting the extradition.

## ARTICLE 13

All expenses connected with the extradition shall be borne by the High Contracting Party making the application.

## ARTICLE 14

His Britannic Majesty may accede to the present Treaty on behalf of any of his Dominions hereafter named—that is to say, the Dominion of Canada, the Commonwealth of Australia (including for this purpose Papua and Norfolk Island), the Dominion of New Zealand, the Union of South Africa, the Irish Free State, and Newfoundland—and India. Such accession shall be effected by a notice to that effect given by the appropriate diplomatic representative of His Majesty at Washington which shall specify the authority to which the requisition for the surrender of a fugitive criminal who has taken refuge in the Dominion concerned, or India, as the case may be, shall be addressed. From the date when such notice comes into effect the territory of the Dominion concerned or of India shall be deemed to be territory of His Britannic Majesty for the purposes of the present Treaty.<sup>1</sup>

The requisition for the surrender of a fugitive criminal who has taken refuge in any of the above-mentioned Dominions or India, on behalf of which His Britannic Majesty has acceded, shall be made by the appropriate diplomatic or consular officer of the United States of America.

Either High Contracting Party may terminate this Treaty separately in respect of any of the above-mentioned Dominions or India. Such termination shall be effected by a notice given in accordance with the provisions of Article 18.

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<sup>1</sup> The treaty was made applicable from Aug. 30, 1935, to Australia (including Papua, Norfolk Island, and mandated territories of New Guinea and Nauru) and Newfoundland. (It ceased to apply to Newfoundland, however, when Newfoundland entered the Confederation of Canada on Mar. 31, 1949.) It was also made applicable to Burma from Nov. 1, 1941, and to India from Mar. 9, 1942.

Any notice given under the first paragraph of this Article in respect of one of His Britannic Majesty's Dominions may include any territory in respect of which a mandate on behalf of the League of Nations has been accepted by His Britannic Majesty, and which is being administered by the Government of the Dominion concerned; such territory shall, if so included, be deemed to be territory of His Britannic Majesty for the purposes of the present Treaty. Any notice given under the third paragraph of this Article shall be applicable to such mandated territory.

#### ARTICLE 15

The requisition for the surrender of a fugitive criminal who has taken refuge in any territory of His Britannic Majesty other than Great Britain and Northern Ireland, the Channel Islands, or the Isle of Man, or the Dominions or India mentioned in Article 14, shall be made to the Governor, or chief authority, of such territory by the appropriate consular officer of the United States of America.

Such requisition shall be dealt with by the competent authorities of such territory: provided, nevertheless, that if an order for the committal of the fugitive criminal to prison to await surrender shall be made, the said Governor or chief authority may, instead of issuing a warrant for the surrender of such fugitive, refer the matter to His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland.

#### ARTICLE 16

This Treaty shall apply in the same manner as if they were Possessions of His Britannic Majesty to the following British Protectorates, that is to say, the Bechuanaland Protectorate, Gambia Protectorate, Kenya Protectorate, Nigeria Protectorate, Northern Rhodesia, Northern Territories of the Gold Coast, Nyasaland, Sierra Leone Protectorate, Solomon Islands Protectorate, Somaliland Protectorate, Swaziland, Uganda Protectorate and Zanzibar, and to the following territories in respect of which a mandate on behalf of the League of Nations has been accepted by His Britannic Majesty, that is to say, Cameroons under British mandate, Togoland under British mandate, and the Tanganyika Territory.

#### ARTICLE 17

If after the signature of the present Treaty it is considered advisable to extend its provisions to any British Protectorates other than those mentioned in the preceding Article or to any British-protected State, or to any territory in respect of which a mandate on behalf of the League of Nations has been accepted by His Britannic Majesty, other than those mandated territories mentioned in Articles 14 and 16, the stipulations of Articles 14 and 15 shall be deemed to apply to such Protectorates or States or mandated territories from

the date and in the manner prescribed in the notes to be exchanged for the purpose of effecting such extension.<sup>2</sup>

#### ARTICLE 18

The present Treaty shall come into force ten days after its publication, in conformity with the forms prescribed by the laws of the High Contracting Parties. It may be terminated by either of the High Contracting Parties by a notice not exceeding one year and not less than six months.

In the absence of an express provision to that effect, a notice given under the first paragraph of this Article shall not affect the operation of the Treaty as between the United States of America and any territory in respect of which notice of accession has been given under Article 14.

The present Treaty shall be ratified, and the ratifications shall be exchanged at London as soon as possible.

On the coming into force of the present treaty the provisions of Article 10 [X] of the treaty of the 9th August, 1842,<sup>3</sup> of the Convention of the 12th July, 1889,<sup>4</sup> of the supplementary Convention of the 13th December, 1900,<sup>5</sup> and of the supplementary Convention of the 12th April, 1905,<sup>6</sup> relative to extradition, shall cease to have effect, save that in the case of each of the Dominions and India, mentioned in Article 14, those provisions shall remain in force until such Dominion or India shall have acceded to the present treaty in accordance with Article 14 or until replaced by other treaty arrangements.

In faith whereof the above-named plenipotentiaries have signed the present Treaty and have affixed thereto their seals.

Done in duplicate at London this twenty-second day of December, 1931.

CHARLES G. DAWES [SEAL]  
JOHN SIMON [SEAL]

#### EXCHANGES OF NOTES

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W. 1.

22nd December, 1931

No. T 15523/46/374

YOUR EXCELLENCY,

With reference to Article 17 of the Extradition Treaty between His Majesty The King of Great Britain, Ireland and the British Dominions beyond the

<sup>2</sup> The treaty was made applicable from June 24, 1935, to Palestine and Transjordan (see exchanges of notes, below); from July 31, 1939, to the Federated Malay States (Negri, Sembilan, Pahang, Perak and Selangor), to the Unfederated Malay States (Johore, Kedah, Kelantan, Perlis and Trengganu), Brunei, and North Borneo; and from Aug. 1, 1966, to Tonga.

<sup>3</sup> TS 119, *ante*, p. 88.

<sup>4</sup> TS 139, *ante*, p. 211.

<sup>5</sup> TS 391, *ante*, p. 256.

<sup>6</sup> TS 458, *ante*, p. 272.

Seas and the President of the United States of America, signed this day at London, I have the honour to inform Your Excellency that His Majesty's Government in the United Kingdom desire that the provisions of the above mentioned Treaty shall, as from the date of its entry into force, be applicable to Palestine (excluding Transjordan).

2. I have accordingly the honour to enquire whether the United States Government agree with this proposal. In this event the present note and Your Excellency's reply to that effect will be regarded as placing on record the agreement arrived at in the matter.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

JOHN SIMON

His Excellency

General CHARLES G. DAWES, C.B.,  
*etc., etc., etc.*

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*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
LONDON, *December 22, 1931*

No. 1582

SIR:

With reference to Article 17 of the Extradition Treaty between the President of the United States of America and His Majesty The King of Great Britain, Ireland and the British Dominions beyond the Seas, signed this day at London, I have the honor to inform you that the Government of the United States of America is agreeable to the proposal of His Majesty's Government in the United Kingdom that the provisions of the above mentioned Treaty shall, as from the date of its entry into force, be applicable to Palestine (excluding Transjordan).

I have the honor to be, with the highest consideration, Sir,

Your most obedient, humble Servant,

CHARLES G. DAWES

The Right Hon<sup>ble</sup>

Sir JOHN SIMON, G.C.S.I., *etc., etc., etc.*,  
*Foreign Office, S.W. 1.*

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*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W. 1.  
*22nd December, 1931*

No. T 15523/46/374

YOUR EXCELLENCY,

With reference to Article 17 of the Extradition Treaty between His Majesty The King of Great Britain, Ireland and the British Dominions beyond

the Seas and the President of the United States of America, signed this day at London, I have the honour to inform Your Excellency that His Majesty's Government in the United Kingdom desire that the provisions of the above mentioned Treaty shall, as from the date of its entry into force, be applicable to Transjordan.

2. I have accordingly the honour to enquire whether the United States Government agree with this proposal. In this event the present note and Your Excellency's reply to that effect will be regarded as placing on record the agreement arrived at in the matter.

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

JOHN SIMON

His Excellency  
General CHARLES G. DAWES, C.B.,  
*etc., etc., etc.*

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*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
LONDON, *December 22, 1931*

No. 1583

SIR:

With reference to Article 17 of the Extradition Treaty between the President of the United States of America and His Majesty The King of Great Britain, Ireland and the British Dominions beyond the Seas, signed this day at London, I have the honor to inform you that the Government of the United States of America is agreeable to the proposal of His Majesty's Government in the United Kingdom that the provisions of the above mentioned Treaty shall, as from the date of its entry into force, be applicable to Transjordan.

I have the honor to be, with the highest consideration, Sir,  
Your most obedient, humble Servant,

CHARLES G. DAWES

The Right Hon<sup>ble</sup>

Sir JOHN SIMON, G.C.S.I., *etc., etc., etc.*,  
*Foreign Office, S.W. 1.*

## DEBT FUNDING

*Agreement signed at Washington June 4, 1932, modifying agreement  
of June 18 and 19, 1923  
Operative from July 1, 1931*

Treasury Department print

### AGREEMENT

Made the 4th day of June, 1932, at the City of Washington, District of Columbia, between the Government of the United Kingdom of Great Britain and Northern Ireland, hereinafter called the Government of the United Kingdom, 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 the Government of the United Kingdom and the United States, dated June 19, 1923,<sup>1</sup> there is payable by Great Britain to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of the Government of the United Kingdom to the United States, the aggregate amount of \$159,520,000, including principal and interest; and

WHEREAS, a Joint Resolution of the Congress of the United States, approved December 23, 1931,<sup>2</sup> authorizes the Secretary of the Treasury, with the approval of the President, to make on behalf of the United States an agreement with the Government of the United Kingdom on the terms hereinafter set forth, to postpone the payment of the amount payable by the Government of the United Kingdom to the United States during such year in respect of its bonded indebtedness to the United States; and

WHEREAS, the Government of the United Kingdom hereby gives assurance, to the satisfaction of the President of the United States, of its willingness and readiness to make with the Government of each foreign country indebted to the Government of the United Kingdom in respect of war, relief, or reparation debts, an agreement in respect to the payment of the amount or amounts payable to the Government of the United Kingdom with

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<sup>1</sup> *Ante*, p. 397.

<sup>2</sup> 47 Stat. 3.

respect to such debt or debts during such fiscal year, substantially similar to this Agreement authorized by the Joint Resolution above mentioned;

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 \$159,520,000, payable by the Government of the United Kingdom to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of the Government of the United Kingdom to the United States, according to the terms of the agreement of June 19, 1923, 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 the Government of the United Kingdom to the United States in ten equal annuities of \$19,441,530.10 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.

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 June 19, 1923, above mentioned. The proviso in paragraph 6 of such agreement, authorizing the postponement of payments on account of principal, and the option of the Government of the United Kingdom provided for in paragraph 3, to pay in obligations of the United States, shall not apply to annuities payable under this Agreement.

3. The agreement of June 19, 1923, between the Government of the United Kingdom 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. The Government of the United Kingdom 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 the United Kingdom 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, the Government of the United Kingdom has caused this Agreement to be executed on its behalf by The Right Honorable Sir Ronald Lindsay, 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 Honorable

Ogden L. Mills, 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 United Kingdom

By

R. C. LINDSAY,  
*Ambassador Extraordinary and Plenipotentiary*

The United States of America

By

OGDEN L. MILLS  
*Secretary of the Treasury*

Approved:

HERBERT HOOVER,  
*President*

## CERTIFICATES OF AIRWORTHINESS FOR IMPORTED AIRCRAFT

*Exchange of notes at Washington September 11 and 17, 1934*

*Entered into force October 17, 1934*

*Terminated December 28, 1972, by agreement of December 28, 1972*<sup>1</sup>

49 Stat. 3652; Executive Agreement Series 69

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

*Washington, D.C., September 11th, 1934*

No. 305

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to state that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland are prepared, in consideration of a reciprocal undertaking by the Government of the United States of America, and so long as they are satisfied that an adequate standard of airworthiness is maintained and enforced in the United States, to accord, subject to the conditions hereinafter set out, the following treatment to civil aircraft in respect of which a United States certificate, as defined below, has been issued:

2. For the purposes of this Note the term "United States certificate" means a certificate of airworthiness for export issued by the competent authorities of the Government of the United States in respect of a civil aircraft constructed in, and under the regulations in force in, the continental United States of America, excluding Alaska.

3. Subject to the terms of this Note, United States certificates issued in respect of aircraft subsequently registered in the United Kingdom shall be validated by the competent United Kingdom authorities and shall thereupon have the same effect as if they had been issued under the regulations in force in the United Kingdom.

4. Persons applying in the United Kingdom for the validation of a United States certificate will be required to produce with the application the under-mentioned documents or their equivalents:

(a) A United States certificate granted within sixty days of the date of application; if such certificate is more than sixty days old the applicant will

<sup>1</sup> 23 UST 4309; TIAS 7537.

be required to obtain a renewal by the issuing authority before validation is effected. It is understood that the granting of the United States certificate of airworthiness for export will guarantee that the special requirements agreed between the competent United Kingdom and United States authorities have been complied with.

(b) An "inspection record" or similar document; this record will contain: (i) a list of the serial numbers or other identification marks of all the principal components of the aircraft and items of equipment, or, alternatively, the principal components and items of equipment will be identified by labels attached with lead seals and bearing the serial number of the aircraft; (ii) details of the performance of the aircraft in its official flight test, and particulars of the normal engine speed in flight (with the airscrew fitted to the particular aircraft) and of the normal engine consumption of petrol and oil; (iii) rigging particulars where applicable.

(c) A "weight schedule" showing the ascertained tare weight of the particular aircraft with details of all the items that are included in the tare weight and the individual weights of each of the removable items so included; this "weight schedule" or one of the documents referred to at (a) or (b) above will also contain particulars of the ascertained position of the centre of gravity of the particular type of aircraft in the "tare" condition, and will define the limits between which the centre of gravity may be allowed to move.

5. A validation conferred by the competent United Kingdom authorities in accordance with the terms of this Note will, on expiry, be renewed under the conditions laid down for the renewal of United Kingdom certificates. Reference to the United States authorities will not be made unless special circumstances require it in any particular case.

6. The competent United Kingdom authorities shall have the right to make the validation of United States certificates dependent on the fulfilment of any special conditions which are for the time being required for the issue of certificates of airworthiness in the United Kingdom. Information with regard to these special conditions will from time to time be communicated to the competent United States authorities.

7. The competent United Kingdom authorities may at any time revise their standard of airworthiness. Any such revised standard may, as in the case of other aircraft, be enforced in respect of aircraft whose certificates of airworthiness are validated in accordance with the terms of this Note. Facilities will be given as and when necessary for referring the particular problems arising from any such revised standard to the authorities responsible for the approval of the original design of the aircraft.

8. The competent United Kingdom authorities shall be free to give special consideration to any type of aircraft which in practice appears to them to be unsafe, and, if they consider it necessary, to withhold or suspend validation.

9. The competent United States authorities shall afford to the competent United Kingdom authorities the fullest opportunity from time to time to satisfy themselves regarding the standards as to materials, structural conditions, inspectional methods, etc., laid down and enforced in the United States.

10. The competent United States authorities shall keep the competent United Kingdom authorities fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

11. (a) The competent United States authorities shall arrange for the effective communication to the competent United Kingdom authorities of particulars of "compulsory modifications" prescribed in the United States, for the purpose of enabling the United Kingdom authorities to require, should they see fit, these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent United States authorities shall, where necessary, afford the competent United Kingdom authorities facilities for dealing with "non-compulsory modifications" which are such as to effect the validity of certificates of airworthiness validated under the terms of this Note, or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

12. The competent United Kingdom authorities will, if so required and insofar as may be practicable, provide facilities for the tuition of technical officers of the United States in the special inspectional methods in use in the United Kingdom for any particular type of aircraft or aero engine.

13. The competent United Kingdom and United States authorities shall exchange full and frank information as to the performance of any aircraft of which the certificate of airworthiness has been validated under the terms of this Note on any matter of material importance for reasons of safety.

14. The competent United Kingdom and United States authorities shall each have the right to determine absolutely the interpretation of their regulations on any point of doubt or difficulty which may arise in the application of their own standard of airworthiness.

15. The question of the procedure to be followed in the application of the above provisions shall be the subject of direct correspondence, where necessary, between the competent United Kingdom and United States authorities.

16. His Majesty's Government in the United Kingdom may terminate the arrangements set out in this Note at any time by means of a notification in writing addressed to the Government of the United States to take effect two calendar months after the date of its receipt.

17. I shall be glad if you will inform me whether the Government of the United States concur in the terms of this Note and are willing to grant recip-

rocal treatment to aircraft in respect of which United Kingdom certificates of airworthiness have been issued.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

R. C. LINDSAY

The Honourable

CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,

*Washington, September 17, 1934*

EXCELLENCY:

I have the honor to invite reference to your Note No. 305 of September 11, 1934, setting forth the treatment which the Government of the United Kingdom is prepared, in return for reciprocal treatment, to accord to civil aircraft in respect of which a United States certificate of airworthiness for export has been issued, and to state in reply that the Government of the United States of America concurs in its terms and is prepared, in return for the treatment therein specified, and so long as it is satisfied that an adequate standard of airworthiness is maintained and enforced in the United Kingdom, to accord, subject to the conditions hereinafter set out, the following treatment to civil aircraft in respect of which a United Kingdom certificate, as defined below, has been issued:

2. For the purposes of this Note the term "United Kingdom certificate" means a certificate of airworthiness issued by the competent authorities of the Government of the United Kingdom in respect of a civil aircraft constructed in, and under the regulations in force in, the United Kingdom; and the term "United States licence" means a civil aircraft licence issued by the competent authorities of the Government of the United States in respect of a civil aircraft constructed in and under the regulations in force in the continental United States of America, excluding Alaska.

3. Subject to the terms of this Note, United Kingdom certificates issued in respect of aircraft subsequently registered in the continental United States excluding Alaska shall be validated by the competent United States authorities and shall thereupon have the same effect as if they had been aircraft licences issued under the regulations in force in the continental United States excluding Alaska.

4. Persons applying in the United States for the validation of a United Kingdom certificate will be required to produce with the application the undermentioned documents or their equivalent:

(a) A United Kingdom certificate granted within sixty days of the date of application; if such certificate is more than sixty days old the applicant will be required to obtain a renewal by the issuing authority before validation is effected. It is understood that the "inspection record" issued with the United Kingdom certificate of airworthiness will be endorsed with a guarantee that the special requirements agreed between the competent United States and United Kingdom authorities have been complied with.

(b) An "inspection record" or similar document; this record will contain:—(1) a list of the serial numbers or other identification marks of all the principal components of the aircraft and items of equipment, or, alternatively, the principal components and items of equipment will be identified by labels attached with lead seals and bearing the serial number of the aircraft; (2) details of the performance of the aircraft in its official flight test, and particulars of the normal engine speed in flight (with the airscrew fitted to the particular aircraft) and of the normal engine consumption of petrol and oil; (3) rigging particulars where applicable.

(c) A "weight schedule" showing the ascertained tare weight of the particular aircraft with details of all the items that are included in the tare weight and the individual weights of each of the removable items so included; this "weight schedule" or one of the documents referred to at (a) or (b) above will also contain particulars of the ascertained position of the centre of gravity of the particular type of aircraft in the "tare" condition, and will define the limits between which the centre of gravity may be allowed to move.

5. A validation conferred by the competent United States authorities in accordance with the terms of this Note will, on expiry, be renewed under the conditions laid down for the renewal of United States licences. Reference to the United Kingdom authorities will not be made unless special circumstances require it in any particular case.

6. The competent United States authorities shall have the right to make the validation of United Kingdom certificates dependent on the fulfilment of any special conditions which are for the time being required for the issue of aircraft licences in the United States. Information with regard to these special conditions will from time to time be communicated to the competent United Kingdom authorities.

7. The competent United States authorities may at any time revise their standard of airworthiness. Any such revised standard may, as in the case of other aircraft, be enforced in respect of aircraft whose certificates of airworthiness are validated in accordance with the terms of this Note. Facilities will be given as and when necessary for referring the particular problems arising from any such revised standard to the authorities responsible for the approval of the original design of the aircraft.

8. The competent United States authorities shall be free to give special

consideration to any type of aircraft which in practice appears to them to be unsafe and, if they consider it necessary, to withhold or suspend validation.

9. The competent United Kingdom authorities shall afford to the competent United States authorities the fullest opportunity from time to time to satisfy themselves regarding the standards as to materials, structural conditions, inspectional methods, etc., laid down and enforced in the United Kingdom.

10. The competent United Kingdom authorities shall keep the competent United States authorities fully and currently informed of all regulations in force in regard to the airworthiness of civil aircraft and any changes therein that may from time to time be effected.

11. (a) The competent United Kingdom authorities shall arrange for the effective communication to the competent United States authorities of particulars of "compulsory modifications" prescribed in the United Kingdom, for the purpose of enabling the United States authorities to require, should they see fit, these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent United Kingdom authorities shall, where necessary, afford the competent United States authorities facilities for dealing with "noncompulsory modifications" which are such as to affect the validity of certificates of airworthiness validated under the terms of this Note or any of the other original conditions of validation. They will similarly give facilities for dealing with cases of major repairs carried out otherwise than by the fitting of spare parts supplied by the original constructors.

12. The competent United States authorities will, if so required and insofar as may be practicable, provide facilities for the tuition of technical officers of the United Kingdom in the special inspectional methods in use in the United States for any particular type of aircraft or aero engine.

13. The competent United States and United Kingdom authorities shall exchange full and frank information as to the performance of any aircraft of which the certificate of airworthiness has been validated under the terms of this Note on any matter of material importance for reasons of safety.

14. The competent United States and United Kingdom authorities shall each have the right to determine absolutely the interpretation of their regulations on any point of doubt or difficulty which may arise in the application of their own standard of airworthiness.

15. The question of the procedure to be followed in the application of the above provisions shall be the subject of direct correspondence, where necessary, between the competent United States and United Kingdom authorities.

16. The Government of the United States may terminate the arrangements set out in this Note at any time by means of a notification in writing addressed to the Government of the United Kingdom to take effect two calendar months after the date of its receipt.

17. I shall be glad if Your Excellency will inform me whether the Government of the United Kingdom concurs in the terms of this Note and regards them as affording the reciprocal treatment referred to in Your Excellency's Note under reply. I have the honor to suggest, in that event, that the arrangements set out in the two Notes shall take effect one calendar month from this day's date.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P. C., G. C. M. G., K. C. B., C. V. O.,  
*British Ambassador.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

*Washington, D.C., September 17th, 1934*

No. 312

SIR,

I have the honour under instructions from His Majesty's Principal Secretary of State for Foreign Affairs to acknowledge the receipt of your Note of today's date, setting forth the treatment which the Government of the United States are prepared, in return for the reciprocal treatment set out in my Note No. 305 of September 11th, to accord to civil aircraft in respect of which United Kingdom certificates of airworthiness have been issued.

2. I have the honour to state in reply that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland concur in the terms of your Note under reply, and regard them as affording the reciprocal treatment referred to in my Note No. 305 of September 11th. His Majesty's Government in the United Kingdom also concur in your suggestion that the arrangements set out in the two Notes shall take effect one calendar month from this day's date.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

R. C. LINDSAY

The Honourable

CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

## AIR NAVIGATION

*Exchange of notes at Washington March 28 and April 5, 1935*

*Entered into force May 5, 1935*

*Terminated December 24, 1950*<sup>1</sup>

49 Stat. 3720; Executive Agreement Series 76

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

*Washington, D.C., March 28th, 1935*

No. 77

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to state that, pending the conclusion of a Treaty in regard to air navigation, His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland are prepared, in consideration of reciprocal treatment by the Government of the United States of America and subject to the conditions hereinafter set out, to accord the following treatment in respect of United States aircraft as defined below, their crews, passengers and cargoes:

2. (i) The territories in which the treatment specified in the subsequent paragraphs of this Note will be accorded (hereinafter referred to as the territories to which this Note applies) are: the United Kingdom of Great Britain and Northern Ireland and the territories specified in the schedule hereto, together with any territories to which the provisions of this Note may at any time be applicable by virtue of paragraph 17.

(ii) The term "United States aircraft", as used in this Note, means civil aircraft, including State aircraft used exclusively for commercial purposes, duly registered in territories under the sovereignty, jurisdiction or authority of the United States to which your reply to this Note shall apply.

3. Subject to the provisions of this Note, United States aircraft will, in time of peace, be allowed liberty of passage to and over the territories to which this Note applies; provided however that no regular air route or service may be established or operated to, within or over any such territory, with or without a landing there, except by prior consent of His Majesty's Government in the United Kingdom.

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<sup>1</sup> By exchange of notes at Washington Sept. 29 and Oct. 23, 1950. Not printed here.

4. (i) United States aircraft, their crews and passengers, and goods carried thereon will, while within or over a territory to which this Note applies, be subject to the laws in force in that territory, including all regulations relating to air traffic applicable to foreign aircraft, the transport of passengers and goods, and public safety and order, as well as any regulations concerning immigration, passports, quarantine and (subject to the provisions of paragraph 6) customs.

(ii) Subject to the provisions of the preceding sub-paragraph and to the laws and regulations therein specified, the carriage of passengers and the import or export of any goods which may lawfully be imported or exported will be permitted in United States aircraft into or out of the territories to which this Note applies; and (subject to the same proviso) such aircraft, their crews, passengers and cargoes shall enjoy in those territories the same privileges as and shall not, merely by reason of the nationality of the aircraft, be subjected to any other or higher duties or charges than those which are or may be imposed on British aircraft or the aircraft of the most favoured country not being part of the territories under His Majesty's Sovereignty, suzerainty, protection or authority, engaged in international commerce, or on their crews, passengers or cargoes.

5. The regulations (altogether with any subsequent alterations therein) relative to air traffic in force in the territories to which this Note applies will be communicated to the Government of the United States.

6. The fuel retained on board United States aircraft arriving in or leaving any territory to which this Note applies shall be exempt from customs duty, even though the fuel so retained is used by the aircraft on a flight in that territory, provided that such flight is definitely part of a journey from or to a place outside that territory.

7. Aerodromes open to public air traffic in the territories to which this Note applies will so far as they are under the control of His Majesty's Government in the United Kingdom, be open to United States aircraft, which (subject to the same proviso) will also be entitled to the assistance of the meteorological, wireless, lighting and day and night signaling services at such aerodromes. Subject again to the same proviso, the scale of charges at such aerodromes for landing and accommodation will be the same for United States as for British aircraft.

8. (i) The term "air commerce" as used in the succeeding sub-paragraph means (a) the navigation of aircraft from one place to another both within the same or different territories under His Majesty's Sovereignty, suzerainty, protection or authority, in the conduct or in furtherance of a business, and (b) the commercial transport of passengers or goods between any two points both within such territories.

(ii) Air commerce may, in the territories to which this Note applies, be reserved exclusively to British aircraft whether registered in those territories or elsewhere. Nevertheless United States aircraft may proceed from

any aerodrome which they may be entitled to use in those territories to any other such aerodrome for the purpose of taking on board or landing 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 the starting place and end of which are not both points between which air commerce has been reserved; and such aircraft, while so proceeding from one aerodrome to another, will, notwithstanding that both such aerodromes are points between which air commerce has been reserved, be entitled to the treatment set out in this Note.

9. (i) Air traffic may be prohibited over specified areas in the territories to which this Note applies, but no distinction will be made in this matter between British and United States aircraft engaged in international commerce. Lists of the areas above which air traffic is thus prohibited will be communicated to the Government of the United States, and any subsequent alterations therein will be notified immediately.

(ii) In exceptional circumstances air traffic above the whole or any part of the territories to which this Note applies may temporarily, and with immediate effect, be limited or prohibited, but no distinction in this respect will be made between United States aircraft and the aircraft of any country not being part of the territories under His Majesty's Sovereignty, suzerainty, protection or authority.

(iii) In the event of any United States aircraft finding itself over a prohibited area, it must, so 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 in which the prohibited area is situated, and a landing must be effected as soon as possible at an aerodrome in that territory, outside but as near as possible to the prohibited area.

10. (i) All United States aircraft flying in or over the territories to which this Note applies must carry clear and visible nationality and registration marks whereby they may be recognised during flight.

(ii) Such aircraft must also be provided with certificates of registration and airworthiness and with all the other documents prescribed for air traffic in the territories in which they are registered.

(iii) The members of the crew of such aircraft who perform duties for which a special permit is required in the territories in which the aircraft is registered, must be provided with all the documents, and in particular with the certificates and licences, prescribed by the regulations in force in those territories.

(iv) The other members of the crew must carry documents showing their duties in the aircraft, their profession, identity and nationality.

(v) The crew passengers of the United States aircraft entering or leaving any of the territories to which this Note applies must be provided with the documents required by the regulations concerning international

traffic in force in that territory, a list of which documents will be communicated under paragraph 5 of this Note.

(vi) Such aircraft carrying passengers or goods must also be provided with a list of the passengers' names and a manifest of the goods showing their nature and quantity.

(vii) The certificate of airworthiness, certificates of competency, and licences issued or rendered valid in respect of a United States aircraft or its crew by the competent United States authorities will be recognized as having the same validity in the territories to which this Note applies as the corresponding documents issued or rendered valid by the competent authorities of those territories; provided that recognition may be refused as regards certificates of competency and licences issued or rendered valid in favour of British subjects or British protected persons.

11. (i) United States aircraft may, in or over the territories to which this Note applies, carry wireless apparatus only if a licence to install and work such apparatus (which licence must be carried in the aircraft) has been issued by the competent authorities of the territories in which the aircraft is registered. The use of such apparatus in the territories to which this Note applies must be in accordance with the regulations on the subject issued by the competent authorities of those territories.

(ii) Such apparatus may only be used by those members of the crew who are provided with a special licence for the purpose, issued by the competent authorities of the territories in which the aircraft is registered.

(iii) For reasons of safety the competent authorities of the territories to which this Note applies may issue regulations relative to the obligatory equipment of aircraft with wireless apparatus when in or over those territories.

12. No arms of war, explosives of war or munitions of war may be carried by United States aircraft in or above any of the territories to which this Note applies, or by the crew or passengers, except by permission of the competent authorities of the territories concerned.

13. It will be open to the competent authorities of the territories to which this Note applies to search United States aircraft on landing or departure and to examine the certificates and other documents prescribed in the preceding paragraphs.

14. (i) United States aircraft entering or leaving any territory to which this Note applies may only land at or depart from aerodromes open to public air traffic and classed as customs aerodromes at which facilities exist for the enforcement of customs, passport, quarantine and immigration regulations and the clearance of aircraft; and no unauthorised intermediate landing other than a forced landing, may be effected before arriving at such an aerodrome on entry into, or after leaving it on departure from the territory concerned. In special cases, and subject to the same provision as to intermediate landing, the competent authorities may allow landing at or depart-

ture from other aerodromes, at which the above-mentioned facilities have been arranged.

(ii) In the event of a forced landing or of a landing as provided in paragraph 9 (iii) not at an aerodrome of the class mentioned in the preceding sub-paragraph, the pilot of the aircraft, its crew and passengers must conform to the customs, passport, quarantine and immigration regulations in force in the territory in which the landing occurs.

(iii) Lists of the aerodromes in the territories to which this Note applies which are classed as Customs aerodromes for the purposes of this paragraph will be communicated as soon as possible to the Government of the United States. Any subsequent alterations in these lists will be notified forthwith.

15. The competent authorities of the territory concerned may require that United States aircraft, on entering or leaving any territory to which this Note applies, shall do so between specified points. Any requirements in this respect and any subsequent alterations therein will be communicated to the Government of the United States. Subject to any such requirement and to the provisions of this Note, aircraft may choose their own route of entry or departure.

16. No article or substance, other than ballast, may be unloaded or otherwise discharged from United States aircraft in the course of flight in or over the territories to which this Note applies unless special permission to that effect is given by the competent authorities of the territory in which the unloading or discharge occurs. For the purposes of this paragraph ballast means fine sand or water only.

17. (i) His Majesty's Government in the United Kingdom may at any time by means of a notification in writing addressed to the Government of the United States apply the provisions of this Note to all or any British colonies, overseas territories or protectorates or to any mandated territories in respect of which the mandate is exercised by His Majesty's Government in the United Kingdom, other than those specified in the schedule to this Note. Such application shall take effect two calendar months after the date of the receipt of the notification.

(ii) His Majesty's Government in the United Kingdom may subsequently give notice in writing to the Government of the United States of the termination of the application of this Note to any territory to which it has become applicable by notification under the preceding sub-paragraph. In that event such application shall cease two calendar months after the date of the receipt of the notification.

18. His Majesty's Government in the United Kingdom may terminate the arrangements set out in this Note at any time by means of a Notification in writing addressed to the Government of the United States to take effect two calendar months after the date of its receipt.

19. I shall be glad if you will inform me whether the Government of the United States concur in the terms of this Note and are willing to grant reciprocal treatment in respect to British aircraft, registered in territories to which this Note applies, their crews, passengers and cargoes.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble servant,

R. C. LINDSAY

The Honourable

CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

[ENCLOSURE]

SCHEDULE

Newfoundland including Labrador.

Bahamas.

Barbados.

Bermuda.

British Guiana.

British Honduras.

Jamaica (including Turks and Caicos Islands and the Cayman Islands).

Leeward Islands and their dependencies, including:

Antigua.

Dominica.

Montserrat.

St. Christopher and Nevis.

Virgin Islands.

Trinidad and Tobago.

Windward Islands and their dependencies, including:

Grenada.

St. Vincent.

St. Lucia.

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, April 5, 1935*

EXCELLENCY:

I have the honor to invite reference to your Note of March 28, 1935, setting forth the treatment which His Majesty's Government in the United Kingdom is prepared, in return for reciprocal treatment, to accord to United States aircraft as therein defined, their crews, passengers and cargoes; and to state in reply that the Government of the United States of America concurs in its terms and is prepared in return for the treatment therein specified, and pending the conclusion of a Treaty in the matter of air navigation, to accord the following reciprocal treatment in respect of British aircraft as defined

below, their crews, passengers and cargoes subject to the conditions hereinafter set out:

2. (i) The territories in which the treatment specified in the subsequent paragraphs of this Note will be accorded (hereinafter referred to as the territories to which this Note applies) are: the Continental United States of America and the territories specified in the Schedule hereto, together with any territories to which the provisions of this Note may at any time be applicable by virtue of paragraph 17.

(ii) The term "British aircraft", as used in this Note means civil aircraft, including State aircraft used exclusively for commercial purposes, duly registered in territories to which Your Excellency's Note under reference applies.

3. Subject to the provisions of this Note, British aircraft will, in time of peace, be allowed liberty of passage to and over the territories to which this Note applies; provided, however, that no regular air route or service may be established or operated to, within or over any such territory, with or without landing there, except by prior consent of the Government of the United States.

4. (i) British aircraft, their crews and passengers, and goods carried thereon will, while within or over a territory to which this Note applies, be subject to the laws in force in that territory, including all regulations relating to air traffic applicable to foreign aircraft, the transport of passengers and goods, and public safety and order, as well as any regulations concerning immigration, passports, quarantine and (subject to the provisions of paragraph 6) customs.

(ii) Subject to the provisions of the preceding sub-paragraph and to the laws and regulations therein specified, the carriage of passengers and the import or export of any goods which may lawfully be imported or exported will be permitted in British aircraft into or out of the territories to which this Note applies; and (subject to the same proviso) such aircraft, their crews, passengers and cargoes shall enjoy in those territories the same privileges as and shall not, merely by reason of the nationality of the aircraft, be subjected to any other or higher duties or charges than those which are or may be imposed on United States aircraft or the aircraft of the most favored country not being part of the territories under United States sovereignty, jurisdiction or authority, engaged in international commerce, or on their crews, passengers or cargoes.

5. The regulations (together with any subsequent alterations therein) relative to air traffic in force in the territories to which this Note applies will be communicated to His Majesty's Government in the United Kingdom.

6. The fuel retained on board British aircraft arriving in or leaving any territory to which this Note applies shall be exempt from customs duty, even though the fuel so retained is used by the aircraft on a flight in that territory,

provided that such flight is definitely part of a journey from or to a place outside that territory.

7. Aerodromes open to public air traffic in the territories to which this Note applies will, so far as they are under the control of the Government of the United States, be open to British aircraft, which (subject to the same proviso) will also be entitled to the assistance of the meteorological, wireless, lighting and day and night signalling services at such aerodromes. Subject again to the same proviso, the scale of charges at such aerodromes for landing and accommodation will be the same for British as for United States aircraft.

8. (i) The term "air commerce" as used in the succeeding subparagraph means (a) the navigation of aircraft from one place to another both within the same or different territories under United States sovereignty, jurisdiction or authority, in the conduct or in furtherance of a business, and (b) the commercial transport of passengers or goods between any two points both within such territories.

(ii) Air commerce may, in the territories to which this Note applies, be reserved exclusively to United States aircraft whether registered in those territories or elsewhere. Nevertheless British aircraft may proceed from any aerodrome which they may be entitled to use in those territories to any other such aerodrome for the purpose of taking on board or landing 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 the starting place and end of which are not both points between which air commerce has been reserved; and such aircraft, while so proceeding from one aerodrome to another, will, notwithstanding that both such aerodromes are points between which air commerce has been reserved, be entitled to the treatment set out in this Note.

9. (i) Air traffic may be prohibited over specified areas in the territories to which this Note applies, but no distinction will be made in this matter between United States and British aircraft engaged in international commerce. Lists of the areas above which air traffic is thus prohibited will be communicated to His Majesty's Government in the United Kingdom, and any subsequent alterations therein will be notified immediately.

(ii) In exceptional circumstances air traffic above the whole or any part of the territories to which this Note applies may temporarily, and with immediate effect, be limited or prohibited, but no distinction in this respect will be made between British aircraft and the aircraft of any country not being part of the territories under United States sovereignty, jurisdiction or authority.

(iii) In the event of any British aircraft finding itself over a prohibited area, it must, so 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 in which the prohibited area is situated, and a landing must be effected as soon as possible

at an aerodrome in that territory, outside but as near as possible to the prohibited area.

10. (i) All British aircraft flying in or over the territories to which this Note applies must carry clear and visible nationality and registration marks whereby they may be recognized during flight.

(ii) Such aircraft must also be provided with certificates of registration and airworthiness and with all the other documents prescribed for air traffic in the territories in which they are registered.

(iii) The members of the crew of such aircraft who perform duties for which a special permit is required in the territories in which the aircraft is registered, must be provided with all the documents, and in particular with the certificates and licenses, prescribed by the regulations in force in those territories.

(iv) The other members of the crew must carry documents showing their duties in the aircraft, their profession, identity and nationality.

(v) The crews and passengers of British aircraft entering or leaving any of the territories to which this Note applies must be provided with the documents required by the regulations concerning international traffic in force in that territory, a list of which documents will be communicated under paragraph 5 of this Note.

(vi) Such aircraft carrying passengers or goods must also be provided with a list of the passengers' names, and a manifest of the goods showing their nature and quantity.

(vii) The certificate of airworthiness, certificates of competency, and licenses issued or rendered valid in respect of a British aircraft or its crew by the competent British authorities will be recognized as having the same validity in the territories to which this Note applies as the corresponding documents issued or rendered valid by the competent authorities of those territories; provided that recognition may be refused as regards certificates of competency and licenses issued or rendered valid in favor of citizens of the United States or other persons owing allegiance thereto.

11. (i) British aircraft may, in or over the territories to which this Note applies, carry wireless apparatus only if a license to install and work such apparatus (which license must be carried in the aircraft) has been issued by the competent authorities of the territories in which the aircraft is registered. The use of such apparatus in the territories to which this Note applies must be in accordance with the regulations on the subject issued by the competent authorities of those territories.

(ii) Such apparatus may only be used by those members of the crew who are provided with a special license for the purpose, issued by the competent authorities of the territories in which the aircraft is registered.

(iii) For reasons of safety the competent authorities of the territories to which this Note applies may issue regulations relative to the obligatory

equipment of aircraft with wireless apparatus when in or over those territories.

12. No arms of war, explosives of war or munitions of war may be carried by British aircraft in or above any of the territories to which this Note applies, or by the crew or passengers, except by permission of the competent authorities of the territories concerned.

13. It will be open to the competent authorities of the territories to which this Note applies to search British aircraft on landing or departure and to examine the certificates and other documents prescribed in the preceding paragraphs.

14. (i) British aircraft entering or leaving any territory to which this Note applies may only land at or depart from aerodromes open to public air traffic and classed as customs aerodromes at which facilities exist for the enforcement of customs, passport, quarantine and immigration regulations and the clearance of aircraft; and no unauthorized intermediate landing other than a forced landing, may be effected before arriving at such an aerodrome on entry into, or after leaving it on departure from the territory concerned. In special cases, and subject to the same provision as to intermediate landing, the competent authorities may allow landing at or departure from other aerodromes, at which the above-mentioned facilities have been arranged.

(ii) In the event of a forced landing or of a landing as provided in paragraph 9 (iii) not at an aerodrome of the class mentioned in the preceding sub-paragraph, the pilot of the aircraft, its crew and passengers must conform to the customs, passport, quarantine and immigration regulations in force in the territory in which the landing occurs.

(iii) Lists of the aerodromes in the territories to which this Note applies which are classed as customs aerodromes for the purposes of this paragraph will be communicated as soon as possible to His Majesty's Government in the United Kingdom. Any subsequent alterations in these lists will be notified forthwith.

15. The competent authorities of the territory concerned may require that British aircraft, on entering or leaving any territory to which this Note applies, shall do so between specified points. Any requirements in this respect and any subsequent alterations therein will be communicated to His Majesty's Government in the United Kingdom. Subject to any such requirement and to the provisions of this Note, aircraft may choose their own route of entry or departure.

16. No article or substance, other than ballast, may be unloaded or otherwise discharged from British aircraft in the course of flight in or over the territories to which this Note applies unless special permission to that effect is given by the competent authorities of the territory in which the unloading or discharge occurs. For the purposes of this paragraph ballast means fine sand or water only.

17. (i) The Government of the United States may at any time by means of a notification in writing addressed to His Majesty's Government in the United Kingdom apply the provisions of this Note to all or any United States territories or possessions, other than those specified in the Schedule to this Note. Such application shall take effect two calendar months after the date of the receipt of the notification.

(ii) The Government of the United States may subsequently give notice in writing to the Government of the United Kingdom of the termination of the application of this Note to any territory to which it has become applicable by notification under the preceding sub-paragraph. In that event such application shall cease two calendar months after the date of the receipt of the notification.

18. The Government of the United States may terminate the arrangements set out in this Note at any time by means of a Notification in writing addressed to His Majesty's Government in the United Kingdom to take effect two calendar months after the date of its receipt.

19. I shall be glad if Your Excellency will inform me whether His Majesty's Government in the United Kingdom concurs in the terms of this Note and regards them as affording the reciprocal treatment referred to in Your Excellency's Note under reply. I have the honor to suggest, in that event, that the arrangements set out in the two Notes shall take effect one calendar month from this day's date.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P.C., G.C.M.G., K.C.B., C.V.O.,  
*British Ambassador.*

[ENCLOSURE]

#### SCHEDULE

Alaska.

American Samoa (comprising the Island of Tutuila, the Manua Islands, and all other islands of the Samoan group east of longitude 171° west of Greenwich, together with Swains Island).

Puerto Rico (including Vieques, Culebra, Mona and Desecheo).

Virgin Islands of the United States, (comprising St. Thomas, St. John, St. Croix and dependent islets).

*The British Ambassador to the Secretary of State*

No. 90

BRITISH EMBASSY,  
*Washington, D.C., April 5th, 1935*

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to acknowledge receipt of your Note of to-day's date, setting forth the treatment which the Government of the United States are prepared, in return for the reciprocal treatment set out in my Note of March 28th to accord to British aircraft as defined in your Note, their crews, passengers and cargoes, in regard to air navigation.

2. I have the honour to state in reply that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland concur in the terms of your Note under reply, and regard them as affording the reciprocal treatment referred to in my Note of March 28th. His Majesty's Government in the United Kingdom also concur in your suggestion that the arrangements set out in the two Notes shall take effect one calendar month from this day's date.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble servant,

R. C. LINDSAY

The Honourable

CORDELL HULL,

*Secretary of State of the United States,  
Washington, D. C.*

## PILOT LICENSES FOR CIVIL AIRCRAFT

*Exchange of notes at Washington March 28 and April 5, 1935*  
*Entered into force May 5, 1935*

49 Stat. 3731; Executive Agreement Series 77

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, D.C., March 28, 1935*

No. 78

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to state that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland are prepared, in consideration of reciprocal treatment by the Government of the United States of America, to accord to United States nationals as defined below the following treatment in respect of air pilots' licences:—

2. (i) The territories in which the treatment specified in the subsequent paragraphs of this Note will be accorded (hereinafter referred to as the territories to which this Note applies) are: the United Kingdom of Great Britain and Northern Ireland and the territories specified in the schedule hereto, together with any territories to which the provisions of this Note may at any time be applicable by virtue of paragraph 4.

(ii) The term "air pilots' licences" as used in this Note means pilot licences for the piloting of civil aircraft.

(iii) For the purposes of this Note the term "United States nationals" means all citizens of the United States of America and other persons owing allegiance thereto belonging to any territory under the sovereignty, jurisdiction or authority of the United States to which your reply to this Note shall apply.

3. In the territories to which this Note applies air pilots' licences will be issued to United States nationals upon the same conditions as they are issued to British subjects and British protected persons, and such licences will entitle United States nationals to the same rights and privileges in the matter of air pilotage as British subjects.

4. (i) His Majesty's Government in the United Kingdom may at any time by means of a notification in writing addressed to the Government of the United States apply the provisions of this Note to all or any British

colonies, overseas territories or protectorates or to any mandated territories in respect of which the mandate is exercised by His Majesty's Government in the United Kingdom, other than those specified in the schedule to this Note. Such application shall take effect two calendar months after the date of the receipt of the notification.<sup>1</sup>

(ii) His Majesty's Government in the United Kingdom may subsequently give notice in writing to the Government of the United States of the termination of the application of this Note to any territory to which it has become applicable by notification under the preceding sub-paragraph. In that event such application shall cease two calendar months after the date of the receipt of the notification.

5. His Majesty's Government in the United Kingdom may terminate the arrangements set out in this Note at any time by means of a notification in writing addressed to the Government of the United States to take effect two calendar months after the date of its receipt.

6. I shall be glad if you will inform me whether the Government of the United States concur in the terms of this Note, and are willing to grant reciprocal treatment to British subjects and British protected persons belonging to territories to which this Note applies.

I have the honour to be with the highest consideration, Sir,

Your most obedient, humble servant,

R. C. LINDSAY

The Honourable

CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

[ENCLOSURE]

#### SCHEDULE

Newfoundland, including Labrador  
Bahamas  
Barbados  
Bermuda  
British Guiana  
British Honduras  
Ceylon  
Cyprus  
Falkland Islands and Dependencies  
Fiji  
Gambia (Colony and Protectorate)  
Gibraltar  
Gold Coast—  
(a) Colony,

(b) Ashanti,  
(c) Northern Territories,  
(d) Togoland under British Mandate.  
Hong Kong  
Jamaica (including Turks and Caicos Islands  
and the Cayman Islands.)  
Kenya (Colony and Protectorate)  
Leeward Islands—  
Antigua.  
Dominica.  
Montserrat.  
St. Christopher and Nevis.  
Virgin Islands.

<sup>1</sup> On Jan. 25, 1936, the United Kingdom gave notice of application of this agreement to Southern Rhodesia, effective Mar. 28, 1936.

Malay States—	Palestine
(a) Federated Malay States—	St. Helena and Ascension
Negri Sembilan.	Seychelles
Pahang.	Sierra Leone (Colony and Protectorate).
Perak.	Somaliland Protectorate
Selangor.	Straits Settlements
(b) Unfederated Malay States—	Tanganyika Territory
Johore.	Trans-Jordan
Brunei.	Trinidad and Tobago
Malta	Uganda Protectorate
Mauritius	Western Pacific, Islands of—
Nigeria—	British Solomon Islands Protectorate.
(a) Colony.	Gilbert and Ellice Islands Colony.
(b) Protectorate.	Windward Islands—
(c) Cameroons under British Mandate.	Grenada
North Borneo, State of	St. Lucia
Northern Rhodesia	St. Vincent
Nyasaland Protectorate	Zanzibar Protectorate

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, April 5, 1935*

EXCELLENCY:

I have the honor to invite reference to your Note of March 28, 1935, setting forth the treatment which His Majesty's Government in the United Kingdom is prepared, in return for reciprocal treatment, to accord to United States nationals as therein defined, in respect of air pilots' licenses, and to state in reply that the Government of the United States of America concurs in its terms and is prepared in return for the treatment therein specified to accord the following reciprocal treatment to British subjects as defined below—

2. (i) The territories in which the treatment specified in the subsequent paragraphs of this Note will be accorded (hereinafter referred to as the territories to which this Note applies) are: the Continental United States of America and the territories specified in the Schedule hereto, together with any territories to which the provisions of this Note may at any time be applicable by virtue of paragraph 4.

(ii) The term "air pilots' licences" as used in this Note means pilot licenses for the piloting of civil aircraft.

(iii) For the purposes of this Note the term "British subjects" means all British subjects and British protected persons belonging to any of the territories to which Your Excellency's Note under reference applies.

3. In the territories to which this Note applies air pilots' licenses will be issued to British subjects upon the same conditions as they are issued to United States nationals, and such licenses will entitle British subjects to the same rights and privileges in the matter of air pilotage as United States nationals.

4. (i) The Government of the United States may at any time by means of a notification in writing addressed to His Majesty's Government in the United Kingdom apply the provisions of this Note to all or any United States territories or possessions, other than those specified in the Schedule to this Note. Such application shall take effect two calendar months after the date of the receipt of the notification.

(ii) The Government of the United States may subsequently give notice in writing to His Majesty's Government in the United Kingdom of the termination of the application of this Note to any territory to which it has become applicable by notification under the preceding sub-paragraph. In that event such application shall cease two calendar months after the date of the receipt of the notification.

5. The Government of the United States may terminate the arrangements set out in this Note at any time by means of a notification in writing addressed to His Majesty's Government in the United Kingdom to take effect two calendar months after the date of its receipt.

6. I shall be glad if Your Excellency will inform me whether His Majesty's Government in the United Kingdom concurs in the terms of this Note, and regards them as affording the reciprocal treatment referred to in Your Excellency's Note under reply. I have the honor to suggest, in that event, that the arrangements set out in the two Notes shall take effect one calendar month from this day's date.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY, P.C.,  
G.C.M.G., K.C.B., C.V.O.  
*British Ambassador.*

[ENCLOSURE]

#### SCHEDULE

Alaska.

American Samoa (comprising the Island of Tutuila, the Manua Islands, and all other islands of the Samoan group east of longitude 171° west of Greenwich, together with Swains Island).

Puerto Rico (including Vieques, Culebra, Mona and Desecheo).

Virgin Islands of the United States (comprising St. Thomas, St. John, St. Croix and dependent islets).

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

*Washington, D.C., April 5th, 1935*

No. 91

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to acknowledge receipt of your Note of to-day's date, setting forth the treatment which the Government of the United States are prepared, in return for the reciprocal treatment set out in my Note of March 28th to accord to British subjects as defined in your Note, in respect of air pilots' licences.

2. I have the honour to state in reply that His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland concur in the terms of your Note under reply, and regard them as affording the reciprocal treatment referred to in my Note of March 28th. His Majesty's Government in the United Kingdom also concur in your suggestion that the arrangements set out in the two Notes shall take effect one calendar month from this day's date.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

R. C. LINDSAY

The Honourable

CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

## TENURE AND DISPOSITION OF REAL AND PERSONAL PROPERTY

*Convention signed at Washington for the United States, the United Kingdom, Australia, and New Zealand May 27, 1936, supplementing and amending convention of March 2, 1899*<sup>1</sup>

*Senate advice and consent to ratification June 13, 1938*

*Ratified by the President of the United States July 5, 1938*

*Ratified by the United Kingdom in respect of Great Britain and Northern Ireland August 2, 1938; in respect of New Zealand December 18, 1939; in respect of Australia September 2, 1940*

*Ratifications exchanged at Washington March 10, 1941*

*Entered into force March 10, 1941*

*Proclaimed by the President of the United States March 17, 1941*

[For text, see TS 964, *ante*, vol. 5, p. 140, AUSTRALIA.]

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<sup>1</sup> TS 146, *ante*, p. 246.

## REDUCTION OF VISA FEES

*Exchange of notes at London March 12, 1937*

*Entered into force April 1, 1937*

*Obsolete*

Department of State files

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W.1.

*12th March, 1937*

No. T 2534/14/378

YOUR EXCELLENCY,

At the instance of His Majesty's Governments in the United Kingdom of Great Britain and Northern Ireland, in the Commonwealth of Australia, in the Dominion of New Zealand and also of the Government of India, I have the honour to inform Your Excellency that they desire to enter into an arrangement with the Government of the United States of America for the reciprocal reduction of visa fees in the following terms:

(1) The fee for an ordinary visa, valid for one year within the validity of the travel document and for any number of journeys within that period shall, except as provided in paragraph (3) below, be \$2 or the approximate equivalent in local currency.

(2) The fee for a transit visa, valid for one year within the validity of the travel document and for any number of journeys in transit within that period shall, except as provided in paragraph (3) below be 20 cents or the approximate equivalent in local currency. It is understood, however, that the existing practice of the United States Government of granting gratis transit certificates valid only for one entry, in lieu of transit visas, remains unaffected and that additional transit certificates may be granted to cover additional entries in transit.

(3) The fees for visas granted to holders of United States passports in territories under the administration of His Majesty's Government in the Commonwealth of Australia shall be (a) for an ordinary visa 8/- (b) for a transit visa 2/-.

(4) The provisions of this arrangement are not held to apply to visas granted by the United States consular authorities to prospective immigrants to the United States.

(5) The arrangement set out in the preceding paragraphs shall apply

(a) to all visas granted on United States passports under the authority of His Majesty's Governments in the United Kingdom, the Commonwealth of Australia, and the Dominion of New Zealand or of the Governments of Newfoundland, India, and Southern Rhodesia;

(b) to all visas granted under the authority of the United States Government on British passports.

(6) The present arrangement shall come into force on the 1st April, 1937.

2. If the United States Government agree to the foregoing provisions, I have the honour to propose that the present note and your reply in similar terms be regarded as placing on record the understanding arrived at in this matter.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency

The Honourable

R. W. BINGHAM,

*etc., etc., etc.*

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*The American Ambassador to the Secretary of State  
for Foreign Affairs*

No. 2402

LONDON, March 12, 1937

SIR:

I have the honor to acknowledge the receipt of your note of March 12, 1937, in which you inform me that His Majesty's Governments in the United Kingdom of Great Britain and Northern Ireland, in the Commonwealth of Australia and in the Dominion of New Zealand and also the Government of India desire to enter into an arrangement with the United States Government for the reciprocal reduction of visa fees in the following terms:—

(1) The fee for an ordinary visa, valid for one year within the validity of the travel document and for any number of journeys within that period shall, except as provided in paragraph (3) below, be \$2 or the approximate equivalent in local currency.

(2) The fee for a transit visa, valid for one year within the validity of the travel document and for any number of journeys in transit within that period shall, except as provided in paragraph (3) below, be 20 cents or the approximate equivalent in local currency. It is understood, however, that the exist-

ing practice of the United States Government of granting gratis transit certificates valid only for one entry, in lieu of transit visas, remains unaffected and that additional transit certificates may be granted to cover additional entries in transit.

(3) The fees for visas granted to citizens of the United States in territories under the administration of His Majesty's Government in the Commonwealth of Australia shall be

(a) for an ordinary visa 8/—.

(b) for a transit visa 2/—.

(4) The provisions of this arrangement are not held to apply to visas granted by the Consular authorities of the United States to prospective immigrants to the United States.

(5) The arrangements set out in the preceding paragraph shall apply

(a) to all visas granted under the authority of the United States Government.

(b) to all visas granted on American passports under the authority of His Majesty's Governments in the United Kingdom, in the Commonwealth of Australia and in the Dominion of New Zealand or of the Governments of Newfoundland, India and Southern Rhodesia.

(6) The arrangement shall come into force on 1st April, 1937.

In reply I have the honor to inform you that the United States Government agrees to the foregoing provisions and will regard the present note and your note under reply as placing on record the understanding arrived at in this matter.

I have the honor to be,  
with the highest consideration,

Sir,

Your most obedient,  
humble Servant,

R. W. BINGHAM

The Right Hon<sup>ble</sup>

ANTHONY EDEN, M.C., M.P.,

*etc., etc., etc.,*

*Foreign Office, S.W.1.*

## RECIPROCAL TRADE

*Agreement and exchanges of notes signed at Washington November 17, 1938*<sup>1</sup>

*Proclaimed by the President of the United States November 25, 1938*

*Ratified by the United Kingdom September 18, 1939*

*Proclamation and ratification exchanged at London November 24, 1939*

*Entered into force provisionally, with the exception of article XI and schedule III, on and after January 1, 1939; definitively December 24, 1939*

*Declared inoperative as of January 1, 1948, by agreement of October 30, 1947;<sup>2</sup> for such time as the United States and the United Kingdom are both contracting parties to the General Agreement on Tariffs and Trade*<sup>3</sup>

*Terminated July 28, 1962, by agreement of June 27 and 28, 1962*<sup>4</sup>

54 Stat. 1897; Executive Agreement Series 164

### AGREEMENT

The President of the United States of America and His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, in respect of Great Britain and Northern Ireland;

Desiring to grant reciprocal concessions and advantages in order to facilitate and extend mutual relations of trade and commerce;

Taking into account the absence of any restriction upon the settlement of commercial obligations arising out of such relations;

Have resolved to conclude a Trade Agreement and have appointed for this purpose as their Plenipotentiaries:

The President of the United States of America:

Mr. Cordell Hull, Secretary of State of the United States of America; and

His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India:

<sup>1</sup> For schedules annexed to agreement, see 54 Stat. 1907 or p. 12 of EAS 164.

<sup>2</sup> TIAS 1706, *post*, p. 830.

<sup>3</sup> TIAS 1700, *ante*, vol. 4, p. 639.

<sup>4</sup> 13 UST 1786; TIAS 5124.

For Great Britain and Northern Ireland:

The Right Honorable Sir Ronald Charles Lindsay, G.C.M.G., K.C.B., C.V.O., his Ambassador Extraordinary and Plenipotentiary at Washington, and

Arnold Edersheim Overton, Esquire, C.M.G., M.C., a Second Secretary in his Board of Trade;

Who, having communicated to each other their full powers, found in good and due form, have agreed as follows:

#### ARTICLE I

The territories to which this Agreement shall apply are, on the part of the United States of America, the continental territory of the United States of America and such of its territories and possessions as are included in its customs territory on the day of the signature of this Agreement; and, on the part of His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India (hereinafter referred to as His Majesty the King), Great Britain and Northern Ireland, Newfoundland, the British non-self-governing Colonies, Protectorates and Protected States (except the High Commission Territories in South Africa, namely, Basutoland, Bechuanaland Protectorate and Swaziland, and excluding any territories in the region of the Persian Gulf) and the Mandated Territories of Palestine including Trans-Jordan, the Cameroons under British Mandate, Tanganyika Territory and Togoland under British Mandate. The provisions of this Agreement relating to most-favored-nation treatment shall apply, however, to all territories under the sovereignty or authority of the United States of America, other than the Panama Canal Zone.

#### ARTICLE II

1. Articles the growth, produce or manufacture of the territories of either High Contracting Party shall not be subjected, upon importation into the territories of the other, from whatever place arriving, to other or higher duties or charges of any kind or to any rules or formalities other or more burdensome than those to which the like articles the growth, produce or manufacture of any other foreign country are subject.

2. Articles exported from the territories of either High Contracting Party to the territories of the other shall not be subjected to other or higher duties or charges of any kind or to any rules or formalities other or more burdensome than those to which the like articles exported to any other foreign country are subject.

3. Any advantage, favor, privilege or immunity which has been or may hereafter be granted in the territories of either High Contracting Party in respect of any article originating in or destined for any other foreign country in regard to customs duties and other charges of any kind imposed on or in

connection with importation or exportation, to the method of levying such duties or charges, to all matters concerning the rules, formalities and charges imposed in connection with importation or exportation, and to all laws or regulations affecting the sale or use of imported goods within those territories, shall be accorded immediately and unconditionally in respect of the like article originating in or destined for the territories of the other High Contracting Party.

### ARTICLE III

Articles the growth, produce or manufacture of the territories of either High Contracting Party shall, after importation into the territories of the other, be exempt from all internal taxes, fees, charges or exactions other or higher than those payable on or in connection with like articles of domestic or any other origin, except as otherwise required by laws in force on the day of the signature of this Agreement and subject, in the case of the United States of America, to the constitutional limitations on the authority of the Federal Government.

### ARTICLE IV

1. No prohibition or restriction shall be imposed or maintained on the importation into the territories of either High Contracting Party of any article, from whatever place arriving, the growth, produce or manufacture of the territories of the other High Contracting Party, to which the importation of the like article the growth, produce or manufacture of any other foreign country is not similarly subject.

2. No prohibition or restriction shall be imposed or maintained on the exportation of any article from the territories of either High Contracting Party to the territories of the other, to which the exportation of the like article to any other foreign country is not similarly subject.

### ARTICLE V

If imports of any article into any of the territories of either High Contracting Party should be regulated either as regards the total amount permitted to be imported or as regards the amount permitted to be imported at a specified rate of duty, and if shares are allocated to countries of export, the share allocated to the territories of the other High Contracting Party shall be based upon the proportion of the total imports of such article from all foreign countries supplied by the territories of that High Contracting Party in 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. In those cases in which a territory of one of the High Contracting Parties is a relatively large supplier of any such article, the High Contracting Party imposing the regulation shall, whenever practicable, consult with the other High Contracting Party before the share to be allocated to such territory

is determined. If the share allocated should, otherwise than from temporary and unavoidable causes, fail to be supplied, the High Contracting Party imposing the regulation may, after due consultation with the other, adjust the allocation to meet the new situation thus created.

#### ARTICLE VI

All the provisions of this Agreement providing for most-favored-nation treatment shall be interpreted as meaning that such treatment shall be accorded immediately and unconditionally, without request or compensation.

#### ARTICLE VII

The provisions of this Agreement do not extend to favors which are or may hereafter be granted in the territories of either High Contracting Party

- (1) to facilitate frontier traffic with an adjoining country;
- (2) in virtue of a customs union which has already been, or may hereafter be, concluded with another country.

#### ARTICLE VIII

1. If either High Contracting Party should establish a monopoly for the importation into or the production or sale in the territories of that High Contracting Party of a particular article, or should grant exclusive privileges to one or more agencies for any of these purposes, or if either High Contracting Party should take measures to enable such a monopoly to be established or such exclusive privileges to be granted, the commerce of the territories of the other High Contracting Party shall receive 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 considerations, such as those of price, quality, marketability and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing on the most favorable terms.

2. In awarding contracts for public works and in purchasing supplies, neither High Contracting Party shall discriminate against articles the growth, produce or manufacture of the territories of the other High Contracting Party in favor of those of any other foreign country.

#### ARTICLE IX

1. Articles the growth, produce or manufacture of the United States of America specified in Schedule I annexed to this Agreement<sup>5</sup> shall, on their importation into the United Kingdom of Great Britain and Northern Ire-

<sup>5</sup> See footnote 1, p. 522.

land, from whatever place arriving, be accorded the treatment provided for in the said Schedule.

2. If, however, the Government of the United Kingdom is satisfied after inquiry (a) that any article the growth, produce or manufacture of the United States of America of the description specified in Schedule I is being imported and sold in the United Kingdom at less than the comparable price in the United States of America, due allowance being made for costs of transportation and other charges incidental to making delivery of the goods, or (b) that any such article imported into the United Kingdom is the subject of export bounties or subsidies in the United States of America, and that in consequence of the fulfilment of either of the foregoing conditions a trade or industry in the United Kingdom is or is likely to be injuriously affected; then, notwithstanding anything in paragraph 1 of this Article, the Government of the United Kingdom shall be at liberty, after consultation with the Government of the United States of America, in cases coming under (a) above, to take such measures as the two Governments may deem necessary and appropriate in order to act as an effective deterrent to the practice in question; and, in cases coming under (b) above, to impose such additional duties or charges on the article concerned as may be required to compensate for the bounty or subsidy.

3. Any measures taken under the preceding paragraph shall be withdrawn as soon as the circumstances which gave rise to their imposition have ceased to operate.

#### ARTICLE X

1. Articles the growth, produce or manufacture of the United States of America specified in Schedule II annexed to this Agreement shall, on their importation into Newfoundland, from whatever place arriving, be accorded the treatment provided for in the said Schedule.

2. If, however, the Government of Newfoundland is satisfied after inquiry (a) that any article the growth, produce or manufacture of the United States of America of the description specified in Schedule II is being imported and sold in Newfoundland at less than the comparable price in the United States of America, due allowance being made for costs of transportation and other charges incidental to making delivery of the goods, or (b) that any such article imported into Newfoundland is the subject of export bounties or subsidies in the United States of America, and that in consequence of the fulfilment of either of the foregoing conditions a trade or industry in Newfoundland is or is likely to be injuriously affected; then, notwithstanding anything in paragraph 1 of this Article, the Government of Newfoundland shall be at liberty, after consultation between the Government of the United Kingdom and the Government of the United States of America, in cases coming under (a) above, to take such measures as the Governments may deem necessary and appropriate in order to act as an effective deterrent to the

practice in question; and, in cases coming under (b) above, to impose such additional duties or charges on the article concerned as may be required to compensate for the bounty or subsidy.

3. Any measures taken under the preceding paragraph shall be withdrawn as soon as the circumstances which gave rise to their imposition have ceased to operate.

#### ARTICLE XI

Articles the growth, produce or manufacture of the United States of America specified in Schedule III annexed to this Agreement shall, on their importation into the territories named in the said Schedule in respect of which they are specified, from whatever place arriving, be accorded the treatment provided for in the said Schedule.

#### ARTICLE XII

Articles the growth, produce or manufacture of any of the territories to which this Agreement applies on the part of His Majesyt the King, enumerated and described in Schedule IV annexed to this Agreement, shall, on their importation into the United States of America, from whatever place arriving, be exempt from ordinary customs duties other or higher than those set forth and provided for in the said Schedule IV, subject to the conditions therein set out. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions of any kind, 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 XIII

The Schedules annexed to this Agreement, and the notes included in them, shall have force and effect as integral parts of the Agreement.

#### ARTICLE XIV

The provisions of Article IX, Article X, Article XI and Article XII of this Agreement shall not prevent the imposition at any time on the importation of any article of 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 produced or manufactured in whole or in part.

#### ARTICLE XV

1. No prohibition, restriction or any form of quantitative regulation, whether or not operated in connection with an agency of centralized control, shall be imposed or maintained in the United Kingdom or Newfoundland on the importation or sale of any article the growth, produce or manufacture of the United States of America specified in Schedules I or II, respectively,

or in any territory named in Schedule III on the importation or sale of any such article specified in that Schedule in respect of such territory; or in the United States of America on the importation or sale of any article the growth, produce or manufacture of any of the territories to which this Agreement applies on the part of His Majesty the King, enumerated and described in Schedule IV, except as otherwise expressly provided in the said Schedules I, II, III or IV, as the case may be.

2. The foregoing provision shall not apply to quantitative regulations, in whatever form, which may hereafter be imposed by either High Contracting Party on the importation or sale of any article the growth, produce or manufacture of the territories of the other, in conjunction with governmental measures or measures under governmental authority

(a) operating to regulate or control the production, market supply, quality or price of the like article of domestic growth, production or manufacture; or

(b) operating to increase the labor costs of production of the like article of domestic growth, production or manufacture;

Provided, however, that the High Contracting Party proposing to impose any such quantitative regulation is satisfied, in the case of measures described in subparagraph (a) of this paragraph that such quantitative regulation is necessary to secure the effective operation of such measures, and, in the case of measures described in subparagraph (b), that such measures are causing the domestic production of the article concerned to be injuriously affected by imports which constitute an abnormal proportion of the total consumption of such article in relation to the proportion supplied in the past by foreign countries.

3. Whenever either High Contracting Party proposes to impose or to effect a substantial alteration in any quantitative regulation authorized by the preceding paragraph, that High Contracting Party shall give notice in writing to that effect to the other and shall, upon request, enter into consultation regarding the matter. If agreement is not reached within thirty days after the receipt of the notice the High Contracting Party giving such notice shall be free to impose or alter the regulation at any time, and the other High Contracting Party shall be free within fifteen days after such action is taken to terminate this Agreement in its entirety on giving thirty days' notice in writing to that effect.

4. The provisions of paragraph 1 of this Article shall not apply to quantitative regulations, in whatever form, imposed by either High Contracting Party on the importation or sale of any article the growth, produce or manufacture of the territories of the other High Contracting Party, in connection with a multilateral agreement, binding both High Contracting Parties, designed to regulate or control the international marketing of such article.

# ARTICLE XVI

1. The provisions of this Agreement shall not extend to prohibitions or restrictions

(a) imposed for the protection of public health or on moral or humanitarian grounds;

(b) imposed for the protection of animals or plants, including measures for protection against disease, degeneration or extinction as well as measures taken against harmful seeds, plants and animals;

(c) imposed by either High Contracting Party in pursuance of obligations under international agreements in force on the day of the signature of this Agreement by which that High Contracting Party is bound;

(d) relating to the importation or exportation of gold or silver;

(e) relating to the control of the traffic in arms, ammunition or implements of war, and, in exceptional circumstances, all other military supplies;

(f) relating to neutrality or to public security;

(g) imposed by either High Contracting Party should that Party be engaged in hostilities or war.

2. The provisions of Article XV shall not extend to prohibitions or restrictions.

(a) relating to prison-made goods;

(b) relating to the enforcement of police or revenue laws.

# ARTICLE XVII

In respect of articles the growth, produce or manufacture of the United States of America specified in Schedules I or II, imported into the United Kingdom or Newfoundland, respectively, and of articles the growth, produce or manufacture of any of the territories to which this Agreement applies on the part of His Majesty the King, enumerated and described in Schedule IV, imported into the United States of America, 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 on which dutiable value is determined in each of the importing territories, on the day of the signature of this Agreement, shall not be altered to the detriment of importers.

# ARTICLE XVIII

If a wide variation should occur in the rate of exchange between the currencies of the United States of America and the United Kingdom, and if either High Contracting Party should consider the variation so substantial as to prejudice the industries or commerce of the territories of that High Contracting Party, such High Contracting Party shall be free to propose negotiations for the modification of this Agreement; and if agreement is not reached within thirty days after the receipt of such proposal, the High Contracting

Party making the proposal shall be free to terminate the Agreement in its entirety on giving thirty days' notice in writing to that effect.

#### ARTICLE XIX

Each High Contracting Party reserves the right to withdraw or to modify any concession granted in any territory of that High Contracting Party on any article enumerated and described, or specified, in any of the Schedules annexed to this Agreement, or to impose quantitative regulations on the importation of any such article into that territory if, as the result of the extension of such concession to other foreign countries, any such country obtains the major benefit of the concession, and if in consequence imports of the article concerned increase to such an extent as to threaten serious injury to producers in the territories of that High Contracting Party: Provided, That before any action authorized by this Article is taken, the High Contracting Party proposing to take such action shall give the other thirty days' notice thereof in writing and shall consult with that High Contracting Party concerning the proposed action.

#### ARTICLE XX

Should any measure be adopted in any territory of either High Contracting Party which, while not conflicting with the terms of this Agreement, appears to the other High Contracting Party to have the effect of nullifying or impairing any of the objects of the Agreement, the first High Contracting Party shall consider such representations and proposals as the other may make, with a view to effecting a mutually satisfactory adjustment of the matter.

#### ARTICLE XXI

Except as otherwise required by Article III of this Agreement or by any of the Schedules annexed hereto:

(a) Nothing in the Agreement shall entitle His Majesty the King to claim the benefit of any treatment, preference or privilege which may at any time be accorded exclusively by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba. The provisions of this subparagraph shall continue to apply in respect of any benefits 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.

(b) Nothing in the Agreement shall entitle the United States of America to claim the benefit of any treatment, preference or privilege which may at any time be in force exclusively between territories under the sovereignty of His Majesty the King or under His Majesty's protection or suzerainty; or of any special customs privileges which may be accorded in Palestine to articles

the growth, produce or manufacture of any State the territory of which in 1914 was wholly included in Asiatic Turkey or Arabia.

# ARTICLE XXII

Nothing in this Agreement shall be deemed to affect the rights or obligations of either High Contracting Party under any treaty or other international instrument in force between them on the day of the signature of the Agreement.

# ARTICLE XXIII

This Agreement shall be proclaimed by the President of the United States of America and shall be ratified by His Majesty the King. It shall enter definitively into force thirty days after the exchange of the instrument of ratification and a copy of the proclamation, which shall take place in London as soon as possible.

# ARTICLE XXIV

Pending the definitive coming into force of this Agreement as provided in Article XXIII, the provisions thereof other than those of Article XI and of Schedule III shall be applied provisionally on and after January 1, 1939, subject to a right to terminate the provisional application of the Agreement pursuant to the provisions of paragraph 3 of Article XV and of Article XVIII. The provisional application of Article XI and of Schedule III shall be effected as to the several provisions thereof as soon as may be possible.

# ARTICLE XXV

Subject to the provisions of paragraph 3 of Article XV and of Article XVIII, this Agreement shall remain in force until December 31, 1941, and, unless at least six months before December 31, 1941, either High Contracting Party 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.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed hereto their seals.

Done at the city of Washington, in duplicate, this seventeenth day of November, one thousand nine hundred and thirty-eight.

CORDELL HULL	[SEAL]
R. C. LINDSAY	[SEAL]
A. E. OVERTON	[SEAL]

[For schedules annexed to agreement, see 54 Stat. 1907 or p. 12 of EAS 164.]

## EXCHANGES OF NOTES

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, November 17, 1938*

EXCELLENCY:

I have the honor to propose that, in view of the importance of maintaining conditions favorable to the international exchange of goods, and in order to supplement those provisions of the Trade Agreement signed this day which relate to import and export duties and regulations, each of the High Contracting Parties to the Agreement shall give sympathetic consideration to any representations which the other may make with respect to questions concerning access to raw materials.

I have the honor to suggest that this note and Your Excellency's reply thereto accepting the above proposal shall be regarded as constituting an agreement in this sense.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P.C., G.C.M.G., K.C.B., C.V.O.,  
*British Ambassador.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, D.C., November 17th, 1938*

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Note of today's date proposing that, in view of the importance of maintaining conditions favourable to the international exchange of goods, and in order to supplement those provisions of the Trade Agreement signed this day which relate to import and export duties and regulations, each of the High Contracting Parties to the Agreement shall give sympathetic consideration to any representations which the other may make with respect to questions concerning access to raw materials.

I have the honour in accepting this proposal, to confirm that Your Ex-

cellency's Note together with this Note in reply shall be regarded as constituting an agreement in the above sense.

I have the honour to be, with the highest consideration, Sir,  
Your Excellency's most obedient, humble servant,

R. C. LINDSAY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, November 17, 1938*

EXCELLENCY:

I have the honor to make the following statement of my understanding of the agreement reached, with reference to certain special duties, between the United States and United Kingdom Delegations in connection with the Trade Agreement signed this day.

These conversations have disclosed a mutual understanding that no anti-dumping duty, or new or additional duty to countervail the payment or bestowal of a bounty or grant, will be imposed on articles the growth, produce or manufacture of any of the territories to which the Trade Agreement applies, without the Government of the United Kingdom or the Government of the United States of America, as the case may be, first having given the other Government, through an informal notice, an opportunity to make representations with respect to the proposed duty. No decision to impose any such duty will be made within thirty days after the date of the informal notice, unless an earlier decision is required by law. Any representations submitted by either Government in response to such a notice will be carefully considered by the other Government.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P.C., G.C.M.G., K.C.B., C.V.O.,  
*British Ambassador.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, D.C., November 17th, 1938*

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Note of to-day's date containing a statement of Your Excellency's understanding of the agreement reached, with reference to certain special duties, between the United States and United Kingdom Delegations in connection with the Trade Agreement signed this day.

[For text of understanding, see second paragraph of U.S. note, above.]

I have the honour to confirm Your Excellency's understanding of the agreement thus reached.

I have the honour to be, with the highest consideration, Sir,  
Your Excellency's most obedient, humble servant,

R. C. LINDSAY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, November 17, 1938*

EXCELLENCY:

I have the honor to inform you, with reference to the Trade Agreement signed this day, that the United States of America will, in the special circumstances, refrain from claiming under the provisions of the Agreement other than Article III or the Schedules any advantages now accorded or which may hereafter be accorded by any territories under the sovereignty of His Majesty the King of Great Britain, Ireland and the British Dominions beyond the Seas, Emperor of India, or under His Majesty's protection or suzerainty, to which the Trade Agreement applies, to any territory under His Majesty's mandate which is administered as an integral portion of territory under His Majesty's sovereignty or protection or which is joined in a customs union with a territory under His Majesty's sovereignty or protection.

If any territories under His Majesty's sovereignty, protection or suzerainty to which the Agreement applies should become free, except in relation to the United States of America, to grant preferential tariff treatment to Palestine or Trans-Jordan, the Government of the United States will give sympathetic consideration to any requests addressed to it for consent to the granting of

preferential tariff treatment to particular articles of Palestine or Trans-Jordan origin.

I avail myself of this occasion to renew to Your Excellency the assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P.C., G.C.M.G., K.C.B., C.V.O.,  
*British Ambassador.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, D.C., November 17th, 1938*

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Note of today's date informing me, with reference to the Trade Agreement signed this day, that the United States of America will, in the special circumstances, refrain from claiming under the provisions of the Agreement other than Article III or the Schedules any advantages now accorded or which may hereafter be accorded by any territories under the sovereignty of His Majesty the King or under His Majesty's protection or suzerainty, to which the Trade Agreement applies, to any territory under His Majesty's mandate which is administered as an integral portion of territory under His Majesty's sovereignty or protection or which is joined in a customs union with a territory under His Majesty's sovereignty or protection.

Your Excellency's Note further states that if any territories under His Majesty's sovereignty, protection or suzerainty to which the Agreement applies should become free, except in relation to the United States of America, to grant preferential tariff treatment to Palestine or Trans-Jordan, the Government of the United States will give sympathetic consideration to any request addressed to it for consent to the granting of preferential tariff treatment to particular articles of Palestine or Trans-Jordan origin.

I have taken note with pleasure of Your Excellency's communication in the above sense.

I have the honour to be, with the highest consideration, Sir,  
Your Excellency's most obedient, humble servant,

R. C. LINDSAY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, D.C., November 17th, 1938*

YOUR EXCELLENCY,

I have the honour to refer to Article XI and Schedule III of the Trade Agreement signed this day, relative to the tariff concessions to be accorded to the United States of America by the territories listed in that Schedule; and, in order that the position regarding trade and commerce between the United States of America and certain territories under His Majesty's sovereignty, suzerainty, protection or mandate may be made clear, I have the honour to invite attention to the fact that the United States of America have, by virtue of various conventions and treaties, for many years enjoyed equality of tariff treatment with all other countries, including the United Kingdom, in the following territories among others:

Kenya  
Uganda  
Zanzibar  
Nyasaland  
Tanganyika Territory  
The Cameroons under British Mandate  
Togoland under British Mandate  
Palestine and Trans-Jordan.

The United States of America have for many years also enjoyed equality of tariff treatment with the United Kingdom and other countries in Aden, Gibraltar, the Straits Settlements and Hong Kong, with the exception that in Gibraltar, the Straits Settlements and Hong Kong preferential tariff treatment is given to tobacco, liquors and wines and spirits. I am instructed to inform you that there is no present intention to extend preferential tariff treatment to additional products in these territories.

Imports from the United States of America into the territories mentioned in the above two paragraphs have amounted in recent years to more than a quarter of the total import trade of the United States of America into the colonies and into territories under His Majesty's suzerainty, protection or mandate.

I have the honour to be, with the highest consideration, Sir,  
Your Excellency's most obedient, humble servant,

R. C. LINDSAY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
Washington, November 17, 1938

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date setting out the position with regard to the tariff treatment which is accorded to goods of United States origin in certain territories under His Majesty's sovereignty, suzerainty, protection or mandate.

I note with pleasure Your Excellency's statement that there is no present intention of extending preferential tariff treatment to products in Aden, Gibraltar, the Straits Settlements and Hong Kong in addition to those mentioned in your note.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P. C., G. C. M. G., K. C. B., C. V. O.,  
British Ambassador.

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
Washington, D.C., November 17th, 1938

YOUR EXCELLENCY,

I have the honour to inform you that, as the result of conversations which have taken place in the course of the negotiation of the Trade Agreement signed this day, the Government of the United Kingdom will consult the parties to the International Rubber Regulation Agreement<sup>a</sup> as to the possibility, subject to the main objects of the Agreement as set out in the Preamble thereto not being prejudiced, of amending the Agreement so as to permit the exportation of rubber planting material to countries not parties to it.

I have the honour to be, with the highest consideration, Sir,

Your Excellency's most obedient, humble servant,

R. C. LINDSAY

The Honourable CORDELL HULL,  
Secretary of State of the United States,  
Washington, D.C.

<sup>a</sup> 171 League of Nations Treaty Series 203.

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
Washington, November 17, 1938

## EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date informing me that, as the result of conversations which have taken place in the course of the negotiation of the Trade Agreement signed this day, the Government of the United Kingdom will consult the parties to the International Rubber Regulation Agreement as to the possibility, subject to the main objects of the Agreement as set out in the Preamble thereto not being prejudiced, of amending the Agreement so as to permit the exportation of rubber planting material to countries not parties to it.

I have taken note with pleasure of Your Excellency's communication in the above sense.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P.C., G.C.M.G., K.C.B., C.V.O.,  
*British Ambassador.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
Washington, November 17, 1938

## EXCELLENCY:

During the course of the negotiation of the Trade Agreement signed this day, it has been explained that the fruit growers of certain parts of the British Commonwealth of Nations, together with the United Kingdom producers, have for some time past cooperated in an organization called the Empire Fruits Council, which has made arrangements concerning the shipment of apples to the United Kingdom market from overseas, with the object of maintaining a stable and remunerative market in the interests of all concerned and of avoiding, so far as possible, temporary periods either of over-supply or of shortage. It is understood that British Empire producers of citrus fruits, are also represented on this Council.

It has been represented to me that the cooperation of the exporting interests in the United States, which is the only other major apple-exporting country, would be of great assistance in securing the orderly marketing of the apple crop and would be of no less benefit to them than to the other suppliers. I have the honor to inform you that the Government of the United States of America inclines to the view that it is in the general interest that the shipment

of apples to the United Kingdom market should be so planned as to avoid excessive variations in supplies and prices, and that it will call the attention of United States exporting interests to the desirability of their cooperating with the Empire Fruits Council in such arrangements as may be feasible to assure the orderly supply of apples to the United Kingdom market.

In the foregoing connection, your attention is invited to legislation in effect (Public No. 39, 73d Congress, approved June 10, 1933<sup>7</sup>) which provides for the regulation of exports of apples (and pears) from the United States on the basis of grade or quality. Under this Act, the Department of Agriculture has issued regulations which require that all apples (and pears) shipped to foreign countries meet certain export standards. The effect of these regulations is to make large shipments of low-quality fruit to British or other foreign markets impossible.

I understand that up to the present no similar arrangements have been made for planning the shipment of citrus fruits to the United Kingdom market, but that certain British Empire producers have expressed a desire for some form of arrangement for the orderly marketing of citrus fruits in the United Kingdom, with a view to avoiding disturbances resulting from sudden fluctuations in supplies. I have the honor to inform you that, if the principal supplying countries (including foreign countries) should agree to cooperate in arrangements for the orderly supply of citrus fruits to the United Kingdom market, the Government of the United States of America would call the attention of United States exporters to the desirability of cooperating in any feasible arrangements to this end.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P.C., G.C.M.G., K.C.B., C.V.O.,  
*British Ambassador.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, D.C., November 17th, 1938*

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Note of to-day's date concerning the marketing of apples and citrus fruits, and to confirm Your Excellency's understanding of the position as therein set out.

<sup>7</sup> 48 Stat. 123.

I have taken note with pleasure of the information and assurances conveyed to me in Your Excellency's communication.

I have the honour to be, with the highest consideration, Sir,  
Your Excellency's most obedient, humble servant,

R. C. LINDSAY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, D.C., November 17, 1938*

EXCELLENCY:

I have the honor to state, with reference to Article IV of the Trade Agreement signed this day, that in the event of the Government of the United Kingdom deciding to regulate, in connection with a recommendation of the International Beef Conference, imports of any type of beef or veal, including offals thereof, imported from the United States of America, the Government of the United States of America would not claim for such products any freedom from quantitative regulation to which a right would otherwise exist by virtue of the provisions of the said Article IV.

It is my understanding that the Government of the United Kingdom would not impose any regulation of imports in the circumstances described in the foregoing paragraph unless exports from the countries represented on the Conference were being regulated by the countries concerned in accordance with plans approved by the Government of the United Kingdom, and that before imposing such quantitative regulation the Government of the United Kingdom would consult with the Government of the United States of America regarding the proposed action.

. Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P.C., G.C.M.G., K.C.B., C.V.O.,  
*British Ambassador.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, D.C., November 17th, 1938*

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Note of to-day's date informing me, with reference to Article IV of the Trade Agreement signed this day, that in the event of the Government of the United Kingdom deciding to regulate, in connexion with a recommendation of the International Beef Conference, imports of any type of beef or veal, including offals thereof, imported from the United States of America, the Government of the United States of America would not claim for such products any freedom from quantitative regulation to which a right would otherwise exist by virtue of the provisions of the said Article IV.

I have taken note with pleasure of Your Excellency's communication in the above sense, and have the honour to confirm your understanding that the Government of the United Kingdom would not impose any regulation of imports in the circumstances described in the foregoing paragraph unless exports from the countries represented on the Conference were being regulated by the countries concerned in accordance with plans approved by the Government of the United Kingdom, and that before imposing such quantitative regulation the Government of the United Kingdom would consult with the Government of the United States of America regarding the proposed action.

I have the honour to be, with the highest consideration, Sir,  
Your Excellency's most obedient, humble servant,

R. C. LINDSAY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
*Washington, D.C., November 17th, 1938*

YOUR EXCELLENCY,

With reference to the discussions which have taken place in connexion with the negotiation of the Trade Agreement signed this day concerning the

bases and methods of determining dutiable value in the United Kingdom and the United States of America and the desirability of removing, in so far as possible, any uncertainties in respect of these matters, I have to assure you that the Government of the United Kingdom will be ready to afford full opportunity to the Government of the United States for consultation between representatives of the two Governments concerning general problems of valuation as well as specific difficulties of application which may arise from time to time.

I should much appreciate hearing from you that the Government of the United States will likewise be ready to afford opportunity for such consultation.

I have the honour to be, with the highest consideration, Sir,  
Your Excellency's most obedient, humble servant,

R. C. LINDSAY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D. C.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
*Washington, November 17, 1938*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date in which reference is made to the discussions which have taken place in connection with the negotiation of the Trade Agreement signed this day concerning the bases and methods of determining dutiable value in the United Kingdom and the United States of America and the desirability of removing, in so far as possible, any uncertainties in respect of these matters.

You state that your Government will be ready to afford full opportunity for consultation between representatives of the two Governments concerning general problems of valuation as well as specific difficulties of application which may arise from time to time.

I have the honor to assure you that the Government of the United States will likewise be ready to afford full opportunity for consultation between representatives of the two Governments concerning these matters.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Honorable Sir RONALD LINDSAY,  
P. C., G. C. M. G., K. C. B., C. V. O.,  
*British Ambassador.*

# JOINT ADMINISTRATION OF CANTON AND ENDERBURY ISLANDS

*Exchange of notes at Washington April 6, 1939, with text of agreement  
Entered into force April 6, 1939*

53 Stat. 2219; Executive Agreement Series 145

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*April 6, 1939*

## EXCELLENCY:

With reference to recent correspondence between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning Canton and Enderbury Islands in the South Pacific Ocean, I have the honor to propose an Agreement concerning these islands in the following terms:

### I

The Government of the United States and the Government of the United Kingdom, without prejudice to their respective claims to Canton and Enderbury Islands, agree to a joint control over these islands.

### II

The islands shall, during the period of joint control, be administered by a United States and a British official appointed by their respective Governments. The manner in which these two officials shall exercise the powers of administration reserved to them under this paragraph shall be determined by the two Governments in consultation as occasion may require.

### III

The islands shall, during the period of joint control, be subject to a special joint *ad hoc* régime the details of which shall be determined by the two Governments in consultation from time to time.

## IV

The islands shall be available for communications and for use as airports for international aviation, but only civil aviation companies incorporated in the United States of America or in any part of the British Commonwealth of Nations shall be permitted to use them for the purpose of scheduled air services.

## V

The use of any part of either of the islands or their territorial waters for aviation purposes, except as herein agreed upon, or for any other purpose, shall be the subject of agreement between the two Governments.

## VI

An airport may be constructed and operated on Canton Island by an American company or companies, satisfactory to the United States Government, which, in return for an agreed fee, shall provide facilities for British aircraft and British civil aviation companies equal to those enjoyed by United States aircraft and by such American company or companies. In case of dispute as to fees, or the conditions of use by British aircraft or by British civil aviation companies, the matter shall be settled by arbitration.

## VII

The joint control hereby set up shall have a duration of fifty years from this day's date. If no agreement to the contrary is reached before the expiration of that period the joint control shall continue thereafter until such time as it may be modified or terminated by the mutual consent of the two Governments.

I have the honor to suggest that if an Agreement in the sense of the foregoing paragraphs is acceptable to the Government of the United Kingdom this note and Your Excellency's reply thereto in similar terms shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Right Honorable Sir RONALD LINDSAY, P.C.,

G.C.M.G., K.C.B., C.V.O.,

*British Ambassador.*

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
*April 6th, 1939*

No. 391

SIR,

I have the honour to refer to your Note of this day's date proposing an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America on the subject of Canton and Enderbury Islands in the following terms:

[For terms of agreement, see U.S. note, above.]

I have the honour to inform you that an Agreement in the terms of the foregoing paragraphs is acceptable to the Government of the United Kingdom and that this Note, and your Note under reference, will be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble servant,

R. C. LINDSAY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

## EXCHANGE OF COTTON AND RUBBER

*Agreement signed at London June 23, 1939; exchange of notes at London August 25, 1939*

*Senate advice and consent to ratification June 29, 1939*

*Ratified by the President of the United States July 17, 1939*

*Ratification deposited at London August 25, 1939*

*Entered into force August 25, 1939*

*Proclaimed by the President of the United States September 6, 1939*

*Expired in accordance with its terms*

54 Stat. 1411; Treaty Series 947

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM FOR THE EXCHANGE OF COTTON AND RUBBER

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, desiring to make arrangements for the exchange of cotton and rubber, have agreed as follows—

#### ARTICLE 1

The United States Government will supply to the Government of the United Kingdom, delivered on board ship, compressed to high density, at New Orleans, Louisiana, and at other Gulf and Atlantic deep water ports to be agreed upon between the two Governments, 600,000 bales of raw cotton of the grades and staples which will be specified by the Government of the United Kingdom. The United States Government will make available in adequate quantities for such purpose cotton from the stock on which the United States Government has made advances to growers.

(a) The price will be fixed on the basis of the average market price as published by the Bureau of Agricultural Economics for middling  $\frac{7}{8}$ -inch cotton during the period January 1st–June 23rd, 1939, for spot delivery at New Orleans, plus 0.24 cent per lb. for cost of compression and delivery on board ship, with adjustments in price for other grades and staples according to differences above or below middling  $\frac{7}{8}$ -inch quoted in that period.

(b) The cotton will be inspected to determine its classification in accordance with the Universal Cotton Standards for grade and the official standards

of the United States for staple, and shall be accepted, by experts appointed by the Government of the United Kingdom. Any disputes which may arise will be settled by Boards of Referees constituted of three members of whom one shall be nominated by the Government of the United Kingdom.

(c) Samples representing the cotton of the grades and staples specified by the Government of the United Kingdom will be made available for inspection and acceptance during a period of six months beginning 15 days after the entry into force of this Agreement, and such inspection and acceptance will be made within a reasonable time after the cotton is so made available. Delivery at the warehouse at the port of sailing with provision for free delivery on board ship at high density will be made within 15 days after inspection and acceptance, and storage and insurance charges will be borne by the United States Government for a period of two weeks but no more after delivery at the warehouse at the port of sailing.

(d) All cotton will be invoiced and accepted on gross weights at the time of delivery.

## ARTICLE 2

The Government of the United Kingdom will supply to the Government of the United States, delivered on board ship at Singapore and, by agreement between the two Governments, at other convenient ports, rubber in bales, of the grades which will be specified by the Government of the United States, to a value equivalent to that of the total value of the cotton to be supplied in accordance with Article 1 of this Agreement. In determining such equivalent value, the rate of exchange between Straits Settlements dollars and United States dollars shall be deemed to be the average of the buying rate during the period January 1st–June 23rd, 1939, in the New York market, at noon, for cable transfers payable in Straits Settlements dollars, as certified by the Federal Reserve Bank to the Secretary of the United States Treasury and published in Treasury Decisions.

(a) The quantity of rubber will be calculated upon the average market price, as published by the Department of Statistics in the Straits Settlements, for No. 1 ribbed smoked sheets, during the period January 1st–June 23rd, 1939, for spot delivery at Singapore plus 0.25 Straits Settlements cent per lb. for cost of baling and delivery on board ship, with adjustments in price for other grades according to differences quoted in that period.

(b) The rubber will be inspected and accepted by experts appointed by the United States Government. Any disputes will be settled in accordance with the normal custom of the trade.

(c) The rubber will be made available for inspection and acceptance by experts appointed by the Government of the United States during a period of six months beginning at a date to be agreed upon by the two Governments, and such inspection and acceptance will be made within a reasonable time

after the rubber is so made available. Delivery at the warehouse at the port of shipment with provision for free delivery on board ship will be made within a period of 15 days after inspection and acceptance, and storage and insurance charges will be borne by the Government of the United Kingdom for a period of two weeks but no more after delivery at the warehouse at the port of shipment.

#### ARTICLE 3

If either Government should find that delivery in accordance with the arrangements specified in Articles 1 and 2 is likely to restrict supplies available to commercial markets unduly or to stimulate undue price increases, the two Governments shall consult with a view to postponing delivery or taking other action in order to avoid or minimise such restriction of supplies or such price increases.

#### ARTICLE 4

The intention of the United States Government and of the Government of the United Kingdom being to acquire the reserves of cotton and rubber, respectively, against the contingency of a major war emergency, each Government undertakes not to dispose of its stock (otherwise than for the purpose of replacing such stocks by equivalent quantities in so far as may be expedient for preventing deterioration) except in the event of such an emergency. If, however, either Government should at any future date decide that the time has come to liquidate its stock of cotton or rubber, as the case may be, it may do so only after (a) consulting the other Government as to the means to be employed for the disposal of such stock, and (b) taking all steps to avoid disturbance of the markets. In no case may either Government dispose of such stocks, except in the case of a major war emergency, before a date seven years after the coming into force of this Agreement.

#### ARTICLE 5

The Government of the United Kingdom will use their best endeavours to secure that the export is permitted under the International Rubber Regulation Scheme<sup>1</sup> of an amount of rubber approximately equivalent to the amount of rubber to be supplied to the United States Government under this Agreement in addition to the amount of rubber which would, under the normal operation of the Scheme, be released to meet current consumption needs.

#### ARTICLE 6

Each Government undertakes, in shipping to its own ports the stocks of cotton and rubber, respectively, provided for in this Agreement, so far as may be possible to distribute the tonnage equally between the ships of the two countries, provided that the shipping space required is obtainable at reasonable rates. Consultation for the purpose of giving effect to this Article shall be between the Board of Trade and the Maritime Commission.

<sup>1</sup> See the agreement of May 7, 1934, between the United Kingdom and other Powers to regulate the production and export of rubber (171 *League of Nations Treaty Series* 203).

## ARTICLE 7

Should the United States Government, before the delivery is completed of the cotton provided for in Article 1 of this Agreement, take any action which has the effect of an export subsidy, they will deliver to the Government of the United Kingdom an additional quantity of cotton proportionate to the reduction in price below that provided for in Article 1 of this Agreement caused by such action.

## ARTICLE 8

The present Agreement shall come into force on a date to be agreed upon between the two Governments.

IN WITNESS WHEREOF the Undersigned, duly authorised thereto, have signed the present Agreement and have affixed thereto their seals.

DONE in London in duplicate this 23rd day of June, 1939.

JOSEPH P. KENNEDY	[SEAL]
OLIVER F. G. STANLEY	[SEAL]

## EXCHANGE OF NOTES

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S. W. 1.  
25th August, 1939

No. A 5285/26/45

YOUR EXCELLENCY,

In accordance with the provisions of Article 8 of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America regarding the exchange of cotton and rubber, I have the honour to propose that the Agreement shall come into force on the 25th August 1939.

2. If this proposal is acceptable to the United States Government, I have the honour to suggest that the present note and Your Excellency's reply to that effect be regarded as placing on record the Agreement between the two governments in this matter.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

HALIFAX

His Excellency

The Honourable JOSEPH P. KENNEDY,  
*etc., etc., etc.*

*The American Ambassador to the Secretary of State for Foreign Affairs*EMBASSY OF THE  
UNITED STATES OF AMERICA*London, August 25, 1939*

No. 1152

MY LORD:

I have the honor to acknowledge the receipt of Your Excellency's note of to-day's date, in which you propose, in accordance with the provisions of Article 8 of the Agreement between our two Governments regarding the exchange of cotton and rubber signed on June 23, 1939, that it shall come into force on August 25, 1939, and further suggest that Your Excellency's note and my reply thereto shall be regarded as placing on record the agreement between our Governments in this matter.

In reply I have the honor to inform Your Excellency that the proposal that the Agreement concerning the exchange of cotton and rubber shall come into force on August 25, 1939, is acceptable to my Government as is also Your Excellency's suggestion that Your Excellency's note and the present reply shall be regarded as making the record to that effect.

I have the honor to be, with the highest consideration, My Lord,  
Your most obedient, humble servant,

JOSEPH P. KENNEDY

The Right Honorable  
Viscount HALIFAX, K.G., G.C.S.I.,  
*etc., etc., etc.,*  
*Foreign Office, S. W. 1.*

## LEASING OF NAVAL AND AIR BASES

*Exchange of notes at Washington September 2, 1940*

*Entered into force September 2, 1940*

*Supplemented by agreement of March 27, 1941<sup>1</sup>*

*Superseded by agreement of February 10, 1961,<sup>2</sup> between the United States and the Federation of the West Indies, save as expressly provided therein, insofar as the provisions relate to any territory of the Federation*

54 Stat. 2405; Executive Agreement Series 181

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
September 2nd, 1940

SIR,

I have the honour under instructions from His Majesty's Principal Secretary of State for Foreign Affairs to inform you that in view of the friendly and sympathetic interest of His Majesty's Government in the United Kingdom in the national security of the United States and their desire to strengthen the ability of the United States to cooperate effectively with the other nations of the Americas in the defence of the Western Hemisphere, His Majesty's Government will secure the grant to the Government of the United States, freely and without consideration, of the lease for immediate establishment and use of naval and air bases and facilities for entrance thereto and the operation and protection thereof, on the Avalon Peninsula and on the southern coast of Newfoundland, and on the east coast and on the Great Bay of Bermuda.

Furthermore, in view of the above and in view of the desire of the United States to acquire additional air and naval bases in the Caribbean and in British Guiana, and without endeavouring to place a monetary or commercial value upon the many tangible and intangible rights and properties involved, His Majesty's Government will make available to the United States for immediate establishment and use naval and air bases and facilities for entrance thereto and the operation and protection thereof, on the eastern side of the Bahamas,

<sup>1</sup> EAS 235, *post*, p. 560.

<sup>2</sup> 12 UST 408; TIAS 4734.

the southern coast of Jamaica, the western coast of St. Lucia, the west coast of Trinidad in the Gulf of Paria, in the island of Antigua and in British Guiana within fifty miles of Georgetown, in exchange for naval and military equipment and material which the United States Government will transfer to His Majesty's Government.

All the bases and facilities referred to in the preceding paragraphs will be leased to the United States for a period of ninety-nine years, free from all rent and charges other than such compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for loss by expropriation or damage arising out of the establishment of the bases and facilities in question.

His Majesty's Government, in the leases to be agreed upon, will grant to the United States for the period of the leases all the rights, power, and authority within the bases leased, and within the limits of the territorial waters and air spaces adjacent to or in the vicinity of such bases, necessary to provide access to and defence of such bases, and appropriate provisions for their control.

Without prejudice to the above-mentioned rights of the United States authorities and their jurisdiction within the leased areas, the adjustment and reconciliation between the jurisdiction of the authorities of the United States within these areas and the jurisdiction of the authorities of the territories in which these areas are situated, shall be determined by common agreement.

The exact location and bounds of the aforesaid bases, the necessary seaward, coast and anti-aircraft defences, the location of sufficient military garrisons, stores and other necessary auxiliary facilities shall be determined by common agreement.

His Majesty's Government are prepared to designate immediately experts to meet with experts of the United States for these purposes. Should these experts be unable to agree in any particular situation, except in the case of Newfoundland and Bermuda, the matter shall be settled by the Secretary of State of the United States and His Majesty's Secretary of State for Foreign Affairs.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

LOTHIAN

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*September 2, 1940*

EXCELLENCY:

I have received your note of September 2, 1940, of which the text is as follows:

"I have the honour under instructions from His Majesty's Principal Secretary of State for Foreign Affairs to inform you that in view of the friendly and sympathetic interest of His Majesty's Government in the United Kingdom in the national security of the United States and their desire to strengthen the ability of the United States to cooperate effectively with the other nations of the Americas in the defence of the Western Hemisphere, His Majesty's Government will secure the grant to the Government of the United States, freely and without consideration, of the lease for immediate establishment and use of naval and air bases and facilities for entrance thereto and the operation and protection thereof, on the Avalon Peninsula and on the southern coast of Newfoundland, and on the east coast and on the Great Bay of Bermuda.

"Furthermore, in view of the above and in view of the desire of the United States to acquire additional air and naval bases in the Caribbean and in British Guiana, and without endeavouring to place a monetary or commercial value upon the many tangible and intangible rights and properties involved, His Majesty's Government will make available to the United States for immediate establishment and use naval and air bases and facilities for entrance thereto and the operation and protection thereof, on the eastern side of the Bahamas, the southern coast of Jamaica, the western coast of St. Lucia, the west coast of Trinidad in the Gulf of Paria, in the island of Antigua and in British Guiana within fifty miles of Georgetown, in exchange for naval and military equipment and material which the United States Government will transfer to His Majesty's Government.

"All the bases and facilities referred to in the preceding paragraphs will be leased to the United States for a period of ninety-nine years, free from all rent and charges other than such compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for loss by expropriation or damage arising out of the establishment of the bases and facilities in question.

"His Majesty's Government, in the leases to be agreed upon, will grant to the United States for the period of the leases all the rights, power, and authority within the bases leased, and within the limits of the territorial waters and air spaces adjacent to or in the vicinity of such bases, necessary to provide access to and defence of such bases, and appropriate provisions for their control.

"Without prejudice to the above-mentioned rights of the United States authorities and their jurisdiction within the leased areas, the adjustment and reconciliation between the jurisdiction of the authorities of the United States within these areas and the jurisdiction of the authorities of the territories in which these areas are situated, shall be determined by common agreement.

"The exact location and bounds of the aforesaid bases, the necessary seaward, coast and anti-aircraft defences, the location of sufficient military garrisons, stores and other necessary auxiliary facilities shall be determined by common agreement.

"His Majesty's Government are prepared to designate immediately experts to meet with experts of the United States for these purposes. Should these experts be unable to agree in any particular situation, except in the case of Newfoundland and Bermuda, the matter shall be settled by the Secretary of State of the United States and His Majesty's Secretary of State for Foreign Affairs."

I am directed by the President to reply to your note as follows:

The Government of the United States appreciates the declarations and the generous action of His Majesty's Government as contained in your communication which are destined to enhance the national security of the United States and greatly to strengthen its ability to cooperate effectively with the other nations of the Americas in the defense of the Western Hemisphere. It therefore gladly accepts the proposals.

The Government of the United States will immediately designate experts to meet with experts designated by His Majesty's Government to determine upon the exact location of the naval and air bases mentioned in your communication under acknowledgment.

In consideration of the declarations above quoted, the Government of the United States will immediately transfer to His Majesty's Government fifty United States Navy destroyers generally referred to as the twelve hundred-ton type.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

The Right Honorable The MARQUESS OF LOTHIAN, C.H..

*British Ambassador.*

## ADVANCEMENT OF PEACE

*Treaty signed at Washington September 6, 1940, for the United States and the United Kingdom, amending, in its application to Australia, treaty of September 15, 1914, as amended*<sup>1</sup>

*Senate advice and consent to ratification November 26, 1940*

*Ratified by the President of the United States December 20, 1940*

*Ratified by the United Kingdom, in respect of Australia, March 21, 1941*

*Ratifications exchanged at Washington August 13, 1941*

*Entered into force August 13, 1941*

*Proclaimed by the President of the United States August 21, 1941*

[For text, see TS 974, *ante*, vol. 5, p. 143, AUSTRALIA.]

## ADVANCEMENT OF PEACE

*Treaty signed at Washington September 6, 1940, for the United States and the United Kingdom, amending, in its application to Canada, treaty of September 15, 1914, as amended*<sup>1</sup>

*Senate advice and consent to ratification November 26, 1940*

*Ratified by the President of the United States December 20, 1940*

*Ratified by the United Kingdom, in respect of Canada, March 14, 1941*

*Ratifications exchanged at Washington August 13, 1941*

*Entered into force August 13, 1941*

*Proclaimed by the President of the United States August 21, 1941*

[For text, see TS 975, *ante*, vol. 6, p. 190, CANADA.]

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<sup>1</sup> TS 602 and 602-A, *ante*, pp. 370 and 373.

# STRATEGIC RESERVE OF AUSTRALIAN WOOL

*Exchange of notes at London December 9, 1940*

*Entered into force December 9, 1940*

*Obsolete*

54 Stat. 2477; Executive Agreement Series 195

*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires  
ad interim*

FOREIGN OFFICE, S. W. 1.

9th December, 1940

No. W 11985/79/49

SIR,

I have the honour to inform you that in order to enable the Government of the United States of America to establish in the United States a reserve of Australian wool against a possible emergency shortage of wool supplies in the United States, the Government of the United Kingdom of Great Britain and Northern Ireland are prepared to enter into an agreement with the Government of the United States in the following terms:

(1) The Government of the United Kingdom shall make available to the United States Government (or an agency acting on its behalf) 250 million pounds of Australian wool as a strategic reserve for the United States Government against a possible emergency shortage of wool supplies in the United States. The wool shall be transported to the United States where it shall be stored in bonded warehouses. The Government of the United Kingdom shall retain title to the wool, but all or any part of the wool may be purchased by the United States Government (or an agency acting on its behalf) for use in the United States or may be sold to the United States domestic trade, if and when it has been determined by the United States Government that an emergency shortage of wool exists in the United States.

(2) The Government of the United Kingdom may withdraw wool from the reserve for shipment to the United Kingdom or other British territory in the case of emergency shortage of supplies in such territory, or in the contingency of an interruption of wool textile production in the United Kingdom for the manufacture of textiles in the United States to meet United

Kingdom emergency textile requirements, provided that (a) replacements for wool so withdrawn are on the way to the United States and (b) at no time the total of the reserve in the United States is temporarily depleted by more than twenty per cent by such withdrawals.

(3) At any time after the signing of a General Armistice between the United Kingdom and Germany, the Government of the United Kingdom shall be at liberty to dispose of the wool remaining in the reserve, but the United States Government and the Government of the United Kingdom shall consult together with a view to ensuring that the disposal of any such wool in the United States shall be effected under conditions which will avoid a dislocation of normal wool marketing there.

(4) The wool for the reserve shall be made available by the Government of the United Kingdom f.o.b. at Australian ports, and the United States Government (directly or through an agency acting on its behalf) shall thereafter accept responsibility for the safe custody of the wool and shall pay transport, handling, storage, insurance including war risk, and other charges in connexion with the establishment and maintenance of the wool reserve. Payments shall be made between the United States Government and the Government of the United Kingdom on sale of wool from the reserve to offset any savings secured by the Government of the United Kingdom owing to the wool having been transported to and stored in the United States by the United States Government and any loss incurred by the Government of the United Kingdom by reason of depreciation in the value of the wool stored in the United States as a result of deterioration of the wool or by reason of the position in which the wool is stored in the United States, provided that (a) in the case of sales in the United States no payment shall be made which would reduce the receipts by the Government of the United Kingdom for the wool in question below the amount which would have been received on sale f.o.b. Australia at the same date, and (b) in the case of sales outside the United States any payments as between the two Governments shall not involve the Government of the United Kingdom in any net expenditure of United States dollars in respect thereof.

(5) It is tentatively agreed that the 250,000,000 pounds of Australian wool which will be made available by the Government of the United Kingdom for the reserve shall be composed of the following:

270,000 bales of 58/60s of types normally imported into the United States and of good topmaking Bradford styles;

290,000 bales of 60s and finer of types normally imported into the United States and of good topmaking Bradford styles;

190,000 bales of 60s and finer of good to average Bradford styles; balance (to make up 250,000,000 pounds) of 60s and finer of average Bradford styles;

two-thirds of all the 60s and finer wools to consist of 64/60s.

The counts are as normally understood in the United States. Although this tentative agreement on grades and types is subject to modification following consultation between the two Governments after examination of samples of the wool by the United States authorities, it shall become definitive if the examination of samples indicates that the grades and types of wool included in the above mentioned general categories are such that they could be readily used in American mills without interruption of or delays in the production of the mills. It is understood that the Government of the United Kingdom in estimating the quantities available for the reserve have provided for the retention of sufficient supplies in Australia to ensure that the commercial demand can be met. It is also understood that both the total quantity estimated to be available for the reserve after providing for sales abroad and shipments to the United Kingdom, and the distribution by types and descriptions, have been based upon the results of the 1939-40 clip, and that should the results of the 1940-41 clip differ it may be necessary to vary the supply for the reserve.

(6) Space on established British shipping lines running between Australia and the United States shall be used for the transport of the wool so far as available. The wool will be made available in Australia as rapidly as possible, provided that the sale of wool from Australia on commercial account or its shipment to the Wool Control in the United Kingdom or Canada shall not be prejudiced, and every endeavour shall be made to complete the allocations in Australia by the end of March 1941.

2. If the Government of the United States are prepared to accept the foregoing provisions, I have the honour to propose that the present note and your reply to that effect be regarded as constituting an agreement between the two Governments which shall come into force immediately.

I have the honour to be, with high consideration, Sir,  
Your obedient Servant,

HALIFAX

Mr. HERSCHEL V. JOHNSON,  
*etc., etc., etc.*

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*The American Chargé d'Affaires ad interim to the Secretary of State  
for Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 2662

*London, December 9, 1940*

MY LORD:

I have the honor to acknowledge the receipt of your note No. W 11985/79/49 of December 9, 1940, in which Your Lordship is good enough to inform me that in order to enable the Government of the United States of

America to establish in the United States a reserve of Australian wool against a possible emergency shortage of wool supplies in the United States the Government of the United Kingdom of Great Britain and Northern Ireland is prepared to enter into an agreement with the Government of the United States in the following terms:

[For terms of agreement, see paragraphs 1-6 in British note, above.]

In reply to numbered paragraph 2 of Your Lordship's note, I have the honor to confirm under instructions of my Government that Your Lordship's statement of our understanding as set forth above is agreed to by my Government and that the present exchange of notes is to be regarded as constituting an agreement between the two Governments which shall come into force immediately.

I have the honor to be, with the highest consideration, My Lord,  
Your most obedient, humble servant,

HERSCHEL V. JOHNSON  
*Chargé d'Affaires ad interim*

The Right Honorable  
Viscount HALIFAX, K.G., G.C.S.I.,  
*etc., etc., etc.,*  
*Foreign Office, S.W.1.*

## LEASING OF NAVAL AND AIR BASES <sup>1</sup>

*Agreement, with annexes, exchanges of notes, and protocol relating to defense of Newfoundland, signed at London March 27, 1941, supplementing agreement of September 2, 1940*

*Entered into force March 27, 1941*

*Supplemented by agreements of January 18 and February 21, 1946,<sup>2</sup> and September 19, 1949<sup>3</sup>*

*Article I revised by agreement of August 13 and October 23, 1947;<sup>4</sup> articles IV and VI amended by agreement of July 19 and August 1, 1950<sup>5</sup>*

*Superseded in part by agreement of February 10, 1961,<sup>6</sup> with the Federation of the West Indies*

55 Stat. 1560; Executive Agreement Series 235

### AGREEMENT

WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland, in consultation with the Government of Newfoundland, are desirous at this time of further effectuating the declarations made on their behalf by his Excellency the Most Honourable the Marquess of Lothian, C.H., His Majesty's Ambassador Extraordinary and Plenipotentiary, in his communication of the 2nd September, 1940,<sup>7</sup> to the Secretary of State of the United States of America, a copy of which is set out in Annex I hereto and made a part hereof;

AND WHEREAS it is agreed that leases in respect of the naval and air bases to be leased to the United States of America in Newfoundland, Bermuda, Jamaica, St. Lucia, Antigua, Trinidad and British Guiana, respectively, shall forthwith be executed substantially in the forms of the leases set out in Annex

<sup>1</sup> For agreements concerning use of certain bases by civil aircraft, see agreements of Feb. 24, 1948 (TIAS 1717), *post*, p. 850, and Mar. 23 and Apr. 25, 1951 (2 UST 1311; TIAS 2282).

<sup>2</sup> TIAS 1592, *post*, p. 739.

<sup>3</sup> TIAS 1985, *post*, p. 943.

<sup>4</sup> TIAS 1809, *post*, p. 827.

<sup>5</sup> 1 UST 585; TIAS 2105.

<sup>6</sup> 12 UST 408; TIAS 4734.

<sup>7</sup> EAS 181, *ante*, p. 551, and *post*, p. 572.

II hereto, which are hereby approved, and that a similar lease in respect of a base in the Bahamas shall be executed as soon as possible;

AND WHEREAS it is desired to determine by common agreement certain matters relating to the lease of the said bases, as provided in the communication of the 2nd September, 1940, and the reply thereto of the same date from the Honourable Cordell Hull, Secretary of State of the United States, set out in Annex I and made a part hereof;

AND WHEREAS it is desired that this Agreement shall be fulfilled in a spirit of good neighbourliness between the Government of the United States of America and the Government of the United Kingdom, and that details of its practical application shall be arranged by friendly co-operation;

The Undersigned, duly authorised to that effect, have agreed as follows:

#### ARTICLE I<sup>8</sup>

##### *General Description of Rights*

(1) The United States shall have all the rights, power and authority within the Leased Areas which are necessary for the establishment, use, operation and defence thereof, or appropriate for their control, and all the rights, power and authority within the limits of territorial waters and air spaces adjacent to, or in the vicinity of, the Leased Areas, which are necessary to provide access to and defence of the Leased Areas, or appropriate for control thereof.

(2) The said rights, power and authority shall include, *inter alia*, the right, power and authority:

(a) to construct (including dredging and filling), maintain, operate, use, occupy and control the said Bases;

(b) to improve and deepen the harbours, channels, entrances and anchorages, and generally to fit the premises for use as naval and air bases;

(c) to control, so far as may be required for the efficient operation of the Bases, and within the limits of military necessity, anchorages, moorings and movements of ships and waterborne craft and the anchorages, moorings, landings, take-offs, movements and operations of aircraft;

(d) to regulate and control within the Leased Areas all communications within, to and from the areas leased;

(e) to install, maintain, use and operate under-sea and other defences, defence devices and controls, including detecting and other similar facilities.<sup>9</sup>

(3) In the exercise of the above-mentioned rights, the United States agrees that the powers granted to it outside the Leased Areas will not be used unreasonably or, unless required by military necessity, so as to interfere with the

<sup>8</sup> For a revision relating to art. I, see agreement of Aug. 13 and Oct. 23, 1947 (TIAS 1809), *post*, p. 827.

<sup>9</sup> For an understanding relating to application of art. I (2)(e) to Bermuda, see annex III, para. (2), p. 591.

necessary rights of navigation, aviation or communication to or from or within the Territories, but that they shall be used in the spirit of the fourth clause of the Preamble.

(4) In the practical application outside the Leased Areas of the foregoing paragraphs there shall be, as occasion requires, consultation between the Government of the United States and the Government of the United Kingdom.

## ARTICLE II

### *Special Emergency Powers*

When the United States is engaged in war or in time of other emergency, the Government of the United Kingdom agree that the United States may exercise in the territories and surrounding waters or air spaces all such rights, power and authority as may be necessary for conducting any military operations deemed desirable by the United States, but these rights will be exercised with all possible regard to the spirit of the fourth clause of the Preamble.

## ARTICLE III

### *Non-user*

The United States shall be under no obligation to improve the Leased Areas or any part thereof for use as naval or air bases, or to exercise any right, power or authority granted in respect of the Leased Areas, or to maintain forces therein, or to provide for the defence thereof; but if and so long as any Leased Area, or any part thereof, is not used by the United States for the purposes in this Agreement set forth, the Government of the United Kingdom or the Government of the Territory may take such steps therein as shall be agreed with the United States to be desirable for the maintenance of public health, safety, law and order, and, if necessary, for defence.

## ARTICLE IV <sup>10</sup>

### *Jurisdiction*

(1) In any case in which—

(a) a member of the United States forces, a national of the United States or a person who is not a British subject shall be charged with having committed, either within or without the Leased Areas, an offence of a military nature, punishable under the law of the United States, including, but not restricted to, treason, an offence relating to sabotage or espionage, or any other offence relating to the security and protection of United States naval and air Bases, establishments, equipment or other property or to operations of the Government of the United States in the Territory; or

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<sup>10</sup> For amendments to arts. IV and VI, see agreement of July 19 and Aug. 1, 1950 (1 UST 585; TIAS 2105).

(b) a British subject shall be charged with having committed any such offence within a Leased Area and shall be apprehended therein; or

(c) a person other than a British subject shall be charged with having committed an offence of any other nature within a Leased Area, the United States shall have the absolute right in the first instance to assume and exercise jurisdiction with respect to such offence.

(2) If the United States shall elect not to assume and exercise such jurisdiction the United States Authorities shall, where such offence is punishable in virtue of legislation enacted pursuant to Article V or otherwise under the law of the Territory, so inform the Government of the Territory and shall, if it shall be agreed between the Government of the Territory and the United States Authorities that the alleged offender should be brought to trial, surrender him to the appropriate authority in the Territory for that purpose.

(3) If a British subject shall be charged with having committed within a Leased Area an offence of the nature described in paragraph (1) (a) of this Article, and shall not be apprehended therein, he shall, if in the Territory outside the Leased Areas, be brought to trial before the courts of the Territory; or, if the offence is not punishable under the law of the Territory, he shall, on the request of the United States Authorities, be apprehended and surrendered to the United States Authorities, and the United States shall have the right to exercise jurisdiction with respect to the alleged offence.

(4) When the United States exercises jurisdiction under this Article and the person charged is a British subject, he shall be tried by a United States court sitting in a Leased Area in the Territory.

(5) Nothing in this Agreement shall be construed to affect, prejudice or restrict the full exercise at all times of jurisdiction and control by the United States in matters of discipline and internal administration over members of the United States forces, as conferred by the law of the United States and any regulations made thereunder.

## ARTICLE V

### *Security Legislation*

The Government of the Territory will take such steps as may from time to time be agreed to be necessary with a view to the enactment of legislation to ensure the adequate security and protection of the United States naval and air Bases, establishments, equipment and other property, and the operations of the United States under the Leases and this Agreement and the punishment of persons who may contravene any laws or regulations made for that purpose. The Government of the Territory will also from time to time consult with the United States Authorities in order that the laws and regula-

tions of the United States and the Territory in relation to such matters may, so far as circumstances permit, be similar in character.

#### ARTICLE VI <sup>10</sup>

##### *Arrest and Service of Process*

(1) No arrest shall be made and no process, civil or criminal, shall be served within any Leased Area except with the permission of the Commanding Officer in charge of the United States forces in such Leased Area; but should the Commanding Officer refuse to grant such permission he shall (except in cases where the United States Authorities elect to assume and exercise jurisdiction in accordance with Article IV (1)) forthwith take the necessary steps to arrest the person charged and surrender him to the appropriate authority of the Territory or to serve such process, as the case may be, and to provide for the attendance of the server of such process before the appropriate court of the Territory or procure such server to make the necessary affidavit or declaration to prove such service.

(2) In cases where the courts of the United States have jurisdiction under Article IV, the Government of the Territory will on request give reciprocal facilities as regards the service of process and the arrest and surrender of alleged offenders.

(3) In this Article the expression "process" includes any process by way of summons, subpoena, warrant, writ or other judicial document for securing the attendance of a witness, or for the production of any documents or exhibits, required in any proceedings civil or criminal.

#### ARTICLE VII

##### *Right of Audience for United States Counsel*

In cases in which a member of the United States forces shall be a party to civil or criminal proceedings in any court of the Territory by reason of some alleged act or omission arising out of or in the course of his official duty, United States counsel (authorised to practise before the courts of the United States) shall have the right of audience, provided that such counsel is in the service of the Government of the United States and appointed for that purpose either generally or specially by the appropriate authority.

#### ARTICLE VIII

##### *Surrender of Offenders*

Where a person charged with an offence which falls to be dealt with by the courts of the Territory is in a Leased Area, or a person charged with an offence which falls under Article IV to be dealt with by courts of the United States is in the Territory but outside the Leased Areas, such person

shall be surrendered to the Government of the Territory or to the United States Authorities, as the case may be, in accordance with special arrangements made between that Government and those Authorities.

## ARTICLE IX

### *Public Services*

The United States shall have the right to employ and use all utilities, services and facilities, roads, highways, bridges, viaducts, canals and similar channels of transportation belonging to, or controlled or regulated by, the Government of the Territory or the Government of the United Kingdom, under conditions comparable to and no less favourable than those applicable from time to time to the Government of the United Kingdom.

## ARTICLE X

### *Surveys*

(1) The United States shall have the right, after appropriate notification has been given to the Government of the Territory, to make topographic and hydrographic surveys outside the Leased Areas in any part of the Territory and waters adjacent thereto. Copies, with title and triangulation data, of any surveys so made will be furnished to the Government of the Territory.

(2) Notification and copies will be given to the United States Authorities of any such surveys carried out by the Government of the United Kingdom or the Government of the Territory.

## ARTICLE XI

### *Shipping and Aviation*

(1) Lights and other aids to navigation of vessels and aircraft placed or established in the Leased Areas and the territorial waters adjacent thereto or in the vicinity thereof shall conform to the system in use in the Territory. The position, characteristics and any alterations thereof shall be notified in advance to the appropriate authority in the Territory.

(2) United States public vessels operated by the War or Navy Departments, by the Coastguard or by the Coast and Geodetic Survey, bound to or departing from a Leased Area shall not on entering or leaving the Leased Area or the territorial waters in the vicinity thereof be subject to compulsory pilotage or to light or harbour dues in the Territory. If a pilot is taken, pilotage shall be paid for at appropriate rates.

(3) British commercial vessels may use the Leased Areas on the same terms and conditions as United States commercial vessels.

(4) It is understood that a Leased Area is not a part of the territory of the United States for the purpose of coastwise shipping laws so as to exclude British vessels from trade between the United States and the Leased Areas.

(5) Commercial aircraft will not be authorised to operate from any of

the Bases (save in case of emergency or for strictly military purposes under supervision of the War or Navy Departments) except by agreement between the United States and the Government of the United Kingdom; provided that in the case of Newfoundland such agreement shall be between the United States and the Government of Newfoundland.

## ARTICLE XII

### *Motor Traffic*

(1) Standard and test types of motor vehicles as determined by the United States shall not be prevented from using roads in a Territory by reason of non-compliance with any law relating to construction of motor vehicles.

(2) No tax or fee shall be payable in respect of registration or licensing for use in a Territory of motor vehicles belonging to the Government of the United States.

## ARTICLE XIII

### *Immigration*

(1) The immigration laws of the Territory shall not operate or apply so as to prevent admission into the Territory, for the purposes of this Agreement, of any member of the United States Forces posted to a Leased Area or any person (not being a national of a Power at war with His Majesty the King) employed by, or under a contract with, the Government of the United States in connection with the construction, maintenance, operation or defence of the Bases in the Territory; but suitable arrangements will be made by the United States to enable such persons to be readily identified and their status to be established.

(2) If the status of any person within the Territory and admitted thereto under the foregoing paragraph shall be altered so that he would no longer be entitled to such admission, the United States Authorities shall notify the Government of the Territory and shall, if such person be required to leave the Territory by that Government, be responsible for providing him with a passage from the Territory within a reasonable time, and shall in the meantime prevent his becoming a public responsibility of the Territory.

## ARTICLE XIV

### *Customs and other Duties*

(1) No import, excise, consumption or other tax, duty or impost shall be charged on—

(a) material, equipment, supplies or goods for use in the construction, maintenance, operation or defence of the Bases, consigned to, or destined for, the United States Authorities or a contractor;

(b) goods for use or consumption aboard United States public vessels of the Army, Navy, Coast Guard or Coast and Geodetic Surveys;

(c) goods consigned to the United States Authorities for the use of institutions under Government control known as Post Exchanges, Ships' Service Stores, Commissary Stores or Service Clubs, or for sale thereat to members of the United States forces, or civilian employees of the United States being nationals of the United States and employed in connection with the Bases, or members of their families resident with them and not engaged in any business or occupation in the Territory;

(d) the personal belongings or household effects of persons referred to in sub-paragraph (c), and of contractors and their employees being nationals of the United States employed in the construction, maintenance or operation of the Bases and present in the Territory by reason only of such employment.<sup>11</sup>

(2) No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph (1) in the event of reshipment from the Territory.

(3) This Article shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of the Territory *en route* to or from a Leased Area.

(4) Administrative measures shall be taken by the United States Authorities to prevent the resale of goods which are sold under paragraph (1)(c), or imported under paragraph (1)(d), of this Article, to persons not entitled to buy goods at such Post Exchanges, Ships' Service Stores, Commissary Stores or Service Clubs, or not entitled to free importation under paragraph (1)(d); and generally to prevent abuse of the customs privileges granted under this Article. There shall be co-operation between such Authorities and the Government of the Territory to this end.

## ARTICLE XV

### *Wireless and Cables*

(1) Except with the consent of the Government of the Territory, no wireless station shall be established or submarine cable landed in a Leased Area otherwise than for military purposes.

(2) All questions relating to frequencies, power and like matters, used by apparatus designed to emit electric radiation, shall be settled by mutual arrangement.

## ARTICLE XVI<sup>12</sup>

### *Postal Facilities*

The United States shall have the right to establish United States Post Offices in the Leased Areas for the exclusive use of the United States forces,

<sup>11</sup> For an understanding relating to art. XIV, para. (1)(d), see agreement of Jan. 18 and Feb. 21, 1946 (TIAS 1592), *post*, p. 739.

<sup>12</sup> For an understanding relating to art. XVI, see exchange of notes, p. 596.

and civilian personnel (including contractors and their employees) who are nationals of the United States and employed in connection with the construction, maintenance, operation or defence of the Bases, and the families of such persons, for domestic use between United States Post Offices in Leased Areas and between such Post Offices and other United States Post Offices and Post Offices in the Panama Canal Zone and the Philippine Islands.

## ARTICLE XVII

### *Taxation*

(1) No member of the United States forces or national of the United States, serving or employed in the Territory in connection with the construction, maintenance, operation or defence of the Bases, and residing in the Territory by reason only of such employment, or his wife or minor children, shall be liable to pay income tax in the Territory except in respect of income derived from the Territory.

(2) No such person shall be liable to pay in the Territory any poll tax or similar tax on his person, or any tax on ownership or use of property which is inside a Leased Area, or situated outside the Territory.

(3) No person ordinarily resident in the United States shall be liable to pay income tax in the Territory in respect of any profits derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance, operation or defence of the Bases, or any tax in the nature of a licence in respect of any service or work for the United States in connection with the construction, maintenance, operation or defence of the Bases.

## ARTICLE XVIII

### *Businesses and Professions*

Unless the consent of the Government of the Territory shall have been obtained—

(1) no business shall be established in a Leased Area; but the institutions referred to in Article XIV (1)(c), offering goods, under a prohibition against re-sale, exclusively to the persons mentioned in the said Article XIV (1)(c), shall not be regarded as businesses for the purposes of this Article;

(2) no person shall habitually render any professional services in a Leased Area, except to, or for, the Government of the United States or the persons mentioned in Article XIV (1)(c).

## ARTICLE XIX

### *Forces outside Leased Areas*

(1) United States forces stationed or operating outside the Leased Areas under separate agreement with the Government of the United Kingdom or

the Government of the Territory shall be entitled to the same rights and enjoy the same status as United States forces stationed within the Leased Areas.

(2) The United States shall be under no obligation to maintain forces outside the Leased Areas by virtue of any such agreement.

## ARTICLE XX

### *Health Measures outside Leased Areas*

The United States shall have the right, in collaboration with the Government of the Territory and, where necessary, with the Local Authority concerned, to exercise, without other consideration than just compensation to private owners, if any, such powers as such Government and Local Authority and the Government of the United Kingdom may possess of entering upon any property in the vicinity of the Leased Areas for the purpose of inspection, and of taking any necessary measures to improve sanitation and protect health.

## ARTICLE XXI

### *Abandonment*

The United States may at any time abandon any Leased Area or any part thereof, without thereby incurring any obligation, but shall give to the Government of the United Kingdom as long notice as possible and in any case not less than one year, of its intention so to do. At the expiration of such notice the area abandoned shall revert to the Lessor. Abandonment shall not be deemed to have occurred in the absence of such notice.

## ARTICLE XXII

### *Removal of Improvements*

The United States may at any time before the termination of a lease, or within a reasonable time thereafter, take away all or any removable improvements placed by or on behalf of the United States in the Leased Area or territorial waters.

## ARTICLE XXIII

### *Rights not to be Assigned*

The United States will not assign or underlet or part with the possession of the whole or any part of any Leased Area, or of any right, power or authority granted by the Leases or this Agreement.

## ARTICLE XXIV

### *Possession*

(1) On the signing of this Agreement, leases of the Leased Areas, substantially in the forms respectively set out in Annex II hereto, shall be forth-

with executed, and all rights, power, authority and control under such leases and under this Agreement (including transfer of possession where it shall not previously have been transferred) shall thereupon become effective immediately, and pending execution of such Leases they may be exercised *ad interim* and possession of the Leased Areas shall be immediately given so far as the location thereof is then ascertained. Where the precise location of a portion of any Leased Area is not ascertainable until more detailed descriptions are available, possession of such portion shall be given as rapidly as possible. This Article shall not require occupiers of buildings in a Leased Area to be removed from such buildings until reasonable notice to vacate has been given and expired, due regard being had to the necessity of obtaining alternative accommodation.

(2) The foregoing paragraph shall not apply in relation to the Bahamas, but a lease of the Leased Area therein, in terms similar to those of the leases set out in Annex II hereto, and subject to such special provisions as may be agreed to be required, will be granted to the United States of America as soon as the location of that area shall have been agreed, whereupon this Agreement shall apply thereto.

#### ARTICLE XXV

##### *Reservations*

(1) All minerals (including oil) and antiquities and all rights relating thereto and to treasure trove, under, upon or connected with the land and water comprised in the Leased Areas or otherwise used or occupied by the United States by virtue of this Agreement, are reserved to the Government and inhabitants of the Territory; but no rights so reserved shall be transferred to third parties, or exercised within the Leased Areas, without the consent of the United States.

(2) The United States will permit the exercise of fishing privileges within the Leased Areas in so far as may be found compatible with military requirements, and in the exercise of its rights will use its best endeavours to avoid damage to fisheries in the Territory.

#### ARTICLE XXVI

##### *Special Provisions for Individual Territories*

The provisions contained in Annex III hereto shall have effect in relation to the Territories to which they respectively appertain.

#### ARTICLE XXVII

##### *Supplementary Leases*

The United States may, by common agreement, acquire by supplementary lease for the unexpired period of the Lease granted in a Territory, such

additional areas, sites and locations as may be found necessary for the use and protection of the Bases upon such terms and conditions as may be agreed, which shall, unless there are special reasons to the contrary, be on the basis of those contained in this Agreement.

## ARTICLE XXVIII

### *Modification of this Agreement*

The Government of the United States and the Government of the United Kingdom agree to give sympathetic consideration to any representations which either may make after this Agreement has been in force a reasonable time, proposing a review of any of the provisions of this Agreement to determine whether modifications in the light of experience are necessary or desirable. Any such modifications shall be by mutual consent.

## ARTICLE XXIX

The United States and the Government of the Territory respectively will do all in their power to assist each other in giving full effect to the provisions of this Agreement according to its tenor and will take all appropriate steps to that end.

During the continuance of any Lease, no laws of the Territory which would derogate from or prejudice any of the rights conferred on the United States by the Lease or by this Agreement shall be applicable within the Leased Area, save with the concurrence of the United States.

## ARTICLE XXX

### *Interpretation*

In this Agreement, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them:

“Lease” means a lease entered into in pursuance of the communications set out in Annex I hereto, and in relation to any Territory means a lease entered into in respect of an area therein.

“Leased Area” means an area in respect of which a lease is or will be entered into.

“Base” means a base established in pursuance of the said communications.

“Territory” means a part of His Majesty’s dominions in which a lease is entered into in pursuance of the communications set out in Annex I hereto; and “the Territory” means the Territory concerned.

“The United States Authorities” means the authority or authorities from time to time authorised or designated, by the Government of the United States of America, for the purpose of exercising the powers in relation to which the expression is used.

"United States forces" means the naval and military forces of the United States of America.

"British subject" includes British protected person.

Signed in London in duplicate this twenty-seventh day of March, 1941.

On behalf of the Government of the United States of America:

JOHN G. WINANT  
CHARLES FAHY  
HARRY J. MALONY  
HAROLD BIESEMEIER

On behalf of the Government of the United Kingdom of Great Britain and Northern Ireland:

WINSTON S. CHURCHILL  
CRANBORNE  
MOYNE

#### ANNEX I

#### EXCHANGE OF NOTES REGARDING UNITED STATES DESTROYERS AND NAVAL AND AIR FACILITIES FOR THE UNITED STATES IN BRITISH TRANSATLANTIC TERRITORIES

##### No. 1

*The Marquess of Lothian to Mr. Cordell Hull*

WASHINGTON, September 2, 1940

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to inform you that in view of the friendly and sympathetic interest of His Majesty's Government in the United Kingdom in the national security of the United States and their desire to strengthen the ability of the United States to co-operate effectively with the other nations of the Americas in the defence of the Western Hemisphere, His Majesty's Government will secure the grant to the Government of the United States, freely and without consideration, of the lease for immediate establishment and use of Naval and Air bases and facilities for entrance thereto and the operation and protection thereof, on the Avalon Peninsula and on the Southern coast of Newfoundland, and on the East coast and on the Great Bay of Bermuda.

Furthermore, in view of the above and in view of the desire of the United States to acquire additional Air and Naval bases in the Caribbean and in British Guiana, and without endeavouring to place a monetary or commercial value upon the many tangible and intangible rights and properties involved,

His Majesty's Government will make available to the United States for immediate establishment and use Naval and Air bases and facilities for entrance thereto and the operation and protection thereof, on the Eastern side of the Bahamas, the Southern coast of Jamaica, the Western coast of St. Lucia, the West coast of Trinidad in the Gulf of Paria, in the Island of Antigua, and in British Guiana within fifty miles of Georgetown, in exchange for Naval and Military equipment and material which the United States Government will transfer to His Majesty's Government.

All of the bases and facilities referred to in the preceding paragraphs will be leased to the United States for a period of ninety-nine years free from all rent and charges other than such compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for loss by expropriation or damage arising out of the establishment of the bases and facilities in question.

His Majesty's Government in the leases to be agreed upon will grant to the United States for the period of the leases all the rights, power and authority within the bases leased, and within the limits of the territorial waters and air spaces adjacent to or in the vicinity of such bases, necessary to provide access to and defence of such bases and appropriate provisions for their control.

Without prejudice to the above-mentioned rights of the United States authorities and their jurisdiction within the leased areas, the adjustment and reconciliation between the jurisdiction of the authorities of the United States within these areas and the jurisdiction of the authorities of the territories in which these areas are situated shall be determined by common agreement.

The exact location and bounds of the aforesaid bases, the necessary seaward, coast and anti-aircraft defences, the location of sufficient military garrisons, stores and other necessary auxiliary facilities shall be determined by common agreement.

His Majesty's Government are prepared to designate immediately experts to meet with experts of the United States for these purposes. Should these experts be unable to agree in any particular situation except in the case of Newfoundland and Bermuda, the matter shall be settled by the Secretary of State of the United States and His Majesty's Secretary of State for Foreign Affairs.

I have, &c.

LOTHIAN

*Mr. Cordell Hull to the Marquess of Lothian*

WASHINGTON, September 2, 1940

EXCELLENCY,

I have received your note of 2nd September, 1940, of which the text is as follows:

[As in No. 1.]

I am directed by the President to reply to your note as follows:—

“The Government of the United States appreciates the declarations and the generous action of His Majesty’s Government, as contained in your communications, which are destined to enhance the national security of the United States and greatly to strengthen its ability to co-operate effectively with the other nations of the Americas in the defence of the Western Hemisphere. It therefore gladly accepts the proposals.

“The Government of the United States will immediately designate experts to meet with experts designated by His Majesty’s Government to determine upon the exact location of the Naval and Air bases mentioned in your communication under acknowledgment.

“In consideration of the declarations above quoted, the Government of the United States will immediately transfer to His Majesty’s Government fifty United States Navy Destroyers generally referred to as the twelve-hundred-ton type.”

Accept, &c.

CORDELL HULL

## ANNEX II

### FORMS OF LEASES

#### 1. NEWFOUNDLAND

THIS INDENTURE of Lease made the                      day of                      nineteen hundred and forty-one, between His Excellency Sir Humphrey Walwyn, K.C.S.I., K.C.M.G., C.B., D.S.O., Governor and Commander-in-Chief in and over the Island of Newfoundland and its Dependencies, in Commission, hereinafter referred to as the Newfoundland Government, of the first part, and the United States of America, of the other part:

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) between His Majesty’s Ambassador at Washington and the Secretary of State of the United States of America, His Majesty’s Government in the United Kingdom undertook to secure the grant to the United States of America of the lease of certain Naval and Air bases and facilities

in certain localities, including Newfoundland, for a period of ninety-nine years, free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for loss by expropriation or damage arising out of the establishment of the said bases and facilities;

AND WHEREAS in furtherance of the said Notes an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one;

AND WHEREAS in compliance with the undertaking of the Government of the United Kingdom hereinbefore referred to the Newfoundland Government has agreed to demise and lease the several pieces or parcels of land hereinafter described;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises the Newfoundland Government hath demised and leased and by these presents doth demise and lease unto the United States of America all those six several pieces or parcels of land (hereinafter referred to as the Leased Areas) described in the Schedule to these presents and delineated on the plans hereto annexed: <sup>13</sup>

TO HAVE AND TO HOLD the same for the full end and term of ninety-nine years to begin and to be computed from the date of these presents free from the payment of all rent and charges other than compensation as aforesaid.

AND the United States of America agrees that it will not during the term hereby granted use the Leased Areas nor permit the use thereof except for the purposes specified and on the terms and conditions contained in the aforesaid Notes and Agreement, which are incorporated in and form part of these presents except such parts thereof as refer specifically to territory other than Newfoundland.

#### SCHEDULE

(1) Beginning at the intersection of the shoreline northwest of Placentia with latitude 47° 16' N., thence due east approximately 7,300 feet to longitude 53° 58' 18" W.; thence in a northeasterly direction approximately 8,200 feet to latitude 47° 17' 12" N., longitude 53° 57' 25" W.; thence in a northwesterly direction approximately 4,200 feet to the intersection of the shoreline with longitude 53° 57' 58" W.; thence along the shoreline to the point of beginning, including therein the Peninsula of Argentia lying between Little Placentia Harbour and Placentia Bay, the entire site containing approximately 2,610 acres; there is reserved from the foregoing all those areas, contained within a right-of-way of the Newfoundland Railway, its wharf, property and station at Argentia, as may be mutually determined to be essential to the operation of the said railway.

<sup>13</sup> Plans annexed to Forms of Leases not printed here.

(2) Beginning at the intersection of The Boulevarde, along the northwest shore of Quidi Vidi Lake, with the road approximately perpendicular thereto at the Rose residence known as Grove Farm Road; thence approximately 600 yards northwest along the road and its extension; thence generally north on an irregular line along, but not including, the southeast edge of the golf course; thence generally north to the junction of the White Hills Roads; thence southeast along the northernmost of these roads to The Boulevarde; thence generally southwest to point of beginning.

(3) An area about 300 feet wide on the eastern boundary of the municipal park between The Boulevarde and the shoreline of Quidi Vidi Lake, the two last above described areas containing approximately 160 acres.

(4) An area of approximately 700 feet by 1,400 feet on the crest of the White Hills about  $\frac{1}{2}$  mile east of the White Hills Road with a connecting strip about 60 feet wide across the property of Arthur Cooke.

(5) Beginning at a point on the shoreline of St. George's Bay eastward of the town of Stephenville and about 1,350 feet southeast of the small natural outlet of Blanche Brook, which outlet is about 16,000 feet northwest of Indian Head Light at the entrance of St. George's Harbour; thence north  $50^{\circ} 30'$  east a distance of about 1,285 feet to a point on the west shoreline of Stephenville Pond at its northwest outlet; thence following the general westerly shoreline of Stephenville Pond northeasterly to a point on said shoreline which bears north  $25^{\circ} 15'$  east and is approximately 3,700 feet from the last described point; thence north  $7^{\circ} 45'$  east a distance of 1,970 feet to a point; thence north  $47^{\circ}$  west a distance of 4,220 feet to a point; thence south  $43^{\circ}$  west a distance of about 6,850 feet to the shoreline of St. George's Bay (this course touches the shoreline of Blanche Brook at a point about 900 feet northeast from St. George's Bay); thence southeasterly following the general shoreline of St. George's Bay for a distance of about 5,000 feet to the point of beginning.

(6) From a point at the intersection of the centre lines of Signal Hill Road and Middle Battery Road; thence south  $44^{\circ} 17' 41.3''$  east along Middle Battery Road for a distance of 268.11 feet; thence south  $54^{\circ} 9' 41.3''$  east along Middle Battery Road for a distance of 95.36 feet to the point which is the point of commencement; thence from the point of commencement south  $18^{\circ} 39' 3''$  and west for a distance of 201.44 feet; thence south  $12^{\circ} 4' 2''$  and west for a distance of 12 feet; thence along the north shoreline of St. John's Harbour southward and eastward for a distance of 1,025 feet; thence north  $26^{\circ} 26' 47.57''$  east for a distance of 50 feet to the centre line of Middle Battery Road; thence along Middle Battery Road north  $57^{\circ} 5' 32.43''$  west for a distance of 246.17 feet; thence north  $85^{\circ} 57' 28.49''$  west for a distance of 182.86 feet; thence north  $73^{\circ} 16' 50.1''$  west for a distance of 165.95 feet; thence north  $55^{\circ} 29' 29.31''$  west for a distance of 243.87 feet; thence north  $54^{\circ} 9' 41.3''$  west for a distance of 199.67 feet, to the point of commencement.

The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plans annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Government of Newfoundland.

IN WITNESS WHEREOF

The Great Seal of the Island of Newfoundland has been affixed to these presents at St. John's in the Island aforesaid.

By His Excellency's Command.

*Commissioner for Home Affairs.*

And the United States of America has caused these presents to be executed on its behalf by

the day and the year first above written.

## 2. BERMUDA

THIS LEASE made the                      day of                      nineteen hundred and forty-one between His Majesty The King of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, freely and without consideration, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the east coast and the Great Bay of Bermuda, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for



(3) Cooper's Island and all the islands and cays between Ruth's Point on St. David's Island and Cooper's Island, containing a total of approximately seventy-seven acres.

(4) Tucker's Island and Morgan's Island and the immediately adjacent cays, in Great Sound, containing a total of approximately fifty acres.

(5) Reference: Map prepared in 1898 by Lieutenant Savage. Beginning at a point on the shoreline about 2,500 feet southeast of the Somerset Bridge at the junction of a property line with the centre of the cove, proceed about 200 feet southwesterly along the said property line to a property line, thence about 630 feet southeasterly along property line to a property line, thence about 120 feet southwesterly along the said property line to a property line, thence about 620 feet south southeasterly along property line to an intersection of the said property line with the south boundary of the right-of-way of the "King's Point Road" so-called, thence about 280 feet northeasterly along the said south boundary of right-of-way of "Kings Point Road" so-called, to an intersection with the west boundary of the right-of-way of the "George's Bay Road" so-called, thence about 675 feet in a generally south southeasterly direction along the said west boundary line of right-of-way of "George's Bay Road" so-called, around the bend in the said road to an intersection with a property line, thence about 2,100 feet in a south southeasterly direction along broken property lines to a junction with the shore line in the cove about 600 feet north of "Monkey Hole," thence beginning northeasterly around shoreline to the point of beginning, an area of about 78 acres.

### 3. JAMAICA

THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_, nineteen hundred and forty-one, between the Governor of the Colony of Jamaica on behalf of His Majesty The King of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the Southern Coast of Jamaica, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America

was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, the Governor of Jamaica on behalf of His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than Jamaica), which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of Jamaica.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

IN WITNESS WHEREOF the Governor of Jamaica, on behalf of His Majesty The King, has caused the Broad Seal of the said Colony to be affixed hereto, and the United States of America has caused these presents to be executed on its behalf by \_\_\_\_\_, the day and the year first above written.

#### SCHEDULE

(1) The waters of, and approaches to, Portland Bight, including Galleon Harbour, and Goat (Great and Little) Islands and the adjacent cays; the land area included therein being approximately two square miles.

Reference: Chart H.O. 1683.

(2) Beginning at a point (about longitude seventy-seven degrees, zero minutes, thirteen seconds, west; latitude seventeen degrees, fifty-seven minutes, forty-eight seconds, north) on the road between Hartland's Post Office about one-fourth of a mile south of the railroad crossing; thence along a southeast line a distance of three statute miles; thence due south to the shoreline on Manatee Bay; thence generally west and northwest along the shoreline to the small inlet about one-fourth of a mile northwest of Church Pen Gully outlet; thence north to an intersection with the road between Bushy

Park Station and the village of Old Harbour; thence generally east to the crossing of the road between Bushy Park Station and Hartland's Station with Coleburn's Gully; thence generally northeast along (but excluding) this road to the point of beginning; the entire tract containing approximately thirty-four square miles.

Reference: Map of the Plains of St. Catherine, scale two inches equal one mile.

(3) Beginning at the point on the southern shoreline of Portland Ridge (peninsula) where it is intersected by longitude seventy-seven degrees, twelve minutes, thirty seconds, west (approximately longitude seventy-seven degrees, thirteen minutes, west, on the Map of Jamaica, 1926, P.W.D.); thence north along this longitude to the northern shoreline of Portland Ridge; thence generally east, south and west along the shoreline to point of beginning; the entire tract containing approximately eighteen square miles.

Reference: Chart H.O. 1683; and Map of Jamaica, corrected to 1926, P.W.D. scale one inch equal 2.698 miles.

(4) Pigeon Island (an area of about fifty acres).

Reference: Chart H.O. 1683.

(5) Beginning at the point on the improved road between Rest and May Pen where it crosses the canal running southeast from Rhynsberry to Manningsfield, along the road generally southwest for a distance of one statute mile; thence generally southeast for one statute mile; thence generally northeast to the canal; thence along (but excluding) the canal northwest to point of beginning; the entire tract containing approximately one square mile.

Reference: Chart H.O. 1683; Map of Jamaica, corrected to 1926, P.W.D. scale one inch equals 2.698 miles.

(6) Beginning at the point where the road between Dunkeld (approximately mile post 47) and Mandeville crosses the Jamaica Government Railroad, generally northwest along (but excluding) the railway right-of-way approximately eight hundred yards to fence line of Martin's Hill; thence west of south about one thousand yards to fence line; thence generally east along meandering fence line to fence corner; thence generally north along fence line to its intersection with the railway right-of-way; thence generally northwest along the said right-of-way to point of beginning, the entire tract containing approximately two hundred and twenty-five acres; provided that the highway through this tract shall be excluded.

Reference: Untitled land map of area north of Mandeville, scale four inches equal one mile; and Map of the Parish of Manchester, scale one inch equals one mile.

#### 4. SAINT LUCIA

THIS LEASE made the                      day of                      nineteen hundred and forty-one between His Majesty The King of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the Western coast of Saint Lucia, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than Saint Lucia), which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of the Windward Islands.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

IN WITNESS WHEREOF His Majesty The King has caused the Public Seal of the Colony of Saint Lucia to be affixed hereto, and the United States of America has caused these presents to be executed on its behalf by \_\_\_\_\_, the day and the year first above written.

## SCHEDULE

(1) Reference: H.O. Chart 1261.

Beginning at the point of intersection of the low water line of the shore of Gros Islet Bay, an arm of the Caribbean Sea, and the extension of the southern boundary line of the Gros Islet Cemetery, proceed along this southern boundary line of said Gros Islet Cemetery across the public high road and through the Reduit estate to a point in the Reduit estate a distance of approximately seven hundred and eighty-nine feet, said line bearing south sixty-one degrees twenty-three minutes east; thence through the said Reduit estate on a line bearing due south a distance of about twenty-nine hundred feet to a point within said Reduit estate; thence through said Reduit estate on a line bearing due west a distance of about thirteen hundred and six feet to a point on the Choc-Gros Islet high road; thence along the westerly edge of the said Choc-Gros Islet highroad on a line bearing south twenty degrees fifteen minutes west, a distance of about four hundred and seventy-six feet to a point; thence on a line bearing south one degree three minutes east a distance of about two hundred and seventyseven feet to a point; thence on a line bearing south fortyseven degrees thirtyfive minutes west a distance of about two hundred and sixty-nine feet to a point; thence on a line bearing south twentyseven degrees forty minutes east, a distance of about four hundred and fortytwo feet to a point; thence along the southerly boundary of the said Reduit estate and the northerly boundary of Richard Bojettes' property on a line bearing south eightyseven degrees zero minutes west, a distance of about five hundred and fortytwo feet; thence along said southerly boundary of said Reduit estate and the easterly boundaries of David Similien's and Mde. E. Corosmain's lands on a line bearing north nineteen degrees zero minutes west, a distance of about seven hundred and fortyfive feet to the northern point of said Mde. E. Corosmain's lands; thence along the said southerly boundary of the said Reduit estate and the westerly boundary of the said Mde. E. Corosmain's lands on a line bearing south thirty degrees fifteen minutes west, a distance of about six hundred and fiftytwo feet to the southeastern corner of lands of the heirs of Richard Africain; thence along the said southern boundary of the said Reduit estate and the eastern boundary of the said heirs of Richard Africain's lands on a line bearing north sixteen degrees zero minutes west, a distance of about five hundred and four feet to a point; thence on a line bearing north nineteen degrees thirtyfour minutes west, a distance of about six hundred and sixtyone feet to the northeastern corner of the lands of the said heirs of Richard Africain; thence along the said southerly boundary of the said Reduit estate and the northerly boundary of the lands of the said heirs of Richard Africain on a line bearing north sixtytwo degrees two minutes west, a distance of about 746 feet to a point on the easterly line of the lands of Henri Claude *et al.* and forming the northwestern corner of the lands of the said heirs of Richard Africain and the southwestern corner of the said Reduit estate; thence along the easterly boundary of the lands of the said

Henri Claude *et al.* and the westerly boundary of the lands of the said heirs of Richard Africain on a line bearing south four degrees fiftyeight minutes west, a distance of about 345 feet to the southeastern boundary of the property of the said Henri Claude *et al.*; thence along the southerly boundary of the lands of the said Henri Claude *et al.* and the northerly boundaries of the lands of the said heirs of Richard Africain and the heirs of Christophe Ambroise on a line bearing south 69 degrees 55 minutes west, a distance of about 1,027 feet to the intersection of said line with the low water line of the shore of the Caribbean Sea; thence in a northerly and easterly direction along the low water line of the shore of the Caribbean Sea and Gros Islet Bay to the point of beginning; the entire tract containing approximately 245 acres.

(2) Reference: map of Saint Lucia, scale 1 inch equals 400 feet, prepared by Department Engineer, Puerto Rican Department, dated the 16th November, 1940.

Beginning at a point on the shoreline of Anse Pointe Sable about 2,700 feet southwest of Point Sable; thence south 86 degrees—00 minutes west a distance of 2,700 feet to a point; thence due north 950 feet to a point; thence south 87 degrees—00 minutes west a distance of approximately 1,000 feet to a point on Vieuxfort River (the boundary crossing Vieuxfort—Castries Road at a point about 750 feet northerly from a railroad crossing near a Vieuxfort sugar mill); thence northerly along Vieuxfort River, a distance of approximately 3,700 feet to a point (this point being 400 feet up-stream from a road bridge or ford southwest of Tournay Village); thence parallel to, and 750 feet northwest of, the centre line of northeast-southwest runway (as finally located after survey), this line having a bearing of approximately north 38 degrees—00 minutes east and a distance of about 8,400 feet to a point which lies 800 feet south of a bridge or culvert on the Vieuxfort—Castries road (this bridge is located at the first sharp turn in the road at a distance of about two and one-third miles north of Vieuxfort Village); thence south 81 degrees—30 minutes east a distance of about 3,400 feet to a point on the shoreline south of Port des Savannes, this line being located generally along a ridge which approaches the shoreline about 9,000 feet north of Point Sable; thence following southward along the shoreline a distance of about two and one-quarter miles to point of beginning; the entire tract containing approximately one thousand acres.

(3) [An area along the Vieuxfort Bay with a frontage of 1,000 feet and a depth of about 500 feet, not to include any part of the settled area of Vieuxfort Village.]

(4) [An area of about 10 acres in Vieuxfort Valley north of the area described in paragraph (2) of this Schedule suitable for construction of a dam and reservoir for water supply.]

(5) Maria Island.

(6) [A way-leave for water lines from reservoir to the area described in paragraph (2) of this Schedule.]

## 5. ANTIGUA

THIS LEASE made the                      day of                      nineteen hundred and forty-one between His Majesty The King of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the Island of Antigua, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than the Island of Antigua), which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of the Leeward Islands.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

IN WITNESS WHEREOF His Majesty The King has caused the Public Seal of the Presidency of Antigua to be affixed hereto and the United States of America has caused these presents to be executed on its behalf by  
 , the day and the year first above written.

#### SCHEDULE

Reference: Map of Island of Antigua, 1891.

(1) Beginning at an existing old boundary stone whose latitude is north seventeen degrees five minutes seventeen point eighteen seconds and longitude west 61 degrees 45 minutes 19·35 seconds located between Codrington's and Crabb's estates; thence running south five degrees 8 minutes west, a distance of 7·60 feet to a point; thence running north 81 degrees 44 minutes west, a distance of 1,328 feet to a point; thence north 70 degrees 33 minutes west, a distance of 307 feet to a point; thence north 78 degrees 28 minutes west, a distance of 1,830 feet to a point on the low water line in Parham Harbour, the latitude and longitude of said point being respectively north 17 degrees 5 minutes 23·63 seconds and west 61 degrees 45 minutes 54·39 seconds; thence in a general northerly direction along the meanderings of the low water line along the west shore of Crabb's Peninsula to the most northerly point thereof and along the meanderings of the low water line along the east shore of Crabb's Peninsula to a point whose latitude is north 17 degrees 5 minutes 33·98 seconds and longitude west 61 degrees 45 minutes 17·78 seconds; thence south 5 degrees 8 minutes west, a distance of 1,700 feet to the old boundary stone which is the point of beginning; the entire tract containing approximately 430 acres; also Rat and Mouse Islands.

(2) Beginning at a point on the east-west road five hundred yards west of High Point factory; thence north about five-eighths of a mile to the shoreline of Judges' Bay; then east, south, and southeast along the shoreline to Barnacle promontory, thence south and west along the shoreline to the mouth of the unnamed stream south of Millar; thence west along the said stream about five-eighths of a mile; thence north about nine hundred and fifty yards to base of Date Hill and the eastern edge of Winthorpe's village (the village being excluded); thence due north about three-eighths of a mile to the point of beginning; the entire tract of land containing approximately one and two-fifths square miles; excepting and excluding from this tract the residential part of the Millar estate.

#### 6. TRINIDAD

THIS LEASE made the                      day of                      nineteen hundred and forty-one between His Majesty The King of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made,

and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the West coast of Trinidad, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than Trinidad), which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of Trinidad and Tobago.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

IN WITNESS WHEREOF His Majesty The King has caused the Public Seal of the Colony of Trinidad and Tobago to be affixed hereto and the United States of America has caused these presents to be executed on its behalf by \_\_\_\_\_, the day and the year first above written.

#### SCHEDULE

(1) Beginning at the intersection of the shoreline west of St. Pierre with longitude sixty-one degrees, thirty-five minutes, fifty-seven seconds, west,

proceed northerly approximately sixty-seven hundred feet along the ridge of the hill to the triangulation station marked elevation ten hundred and twenty-four; thence due north twenty-eight hundred feet; thence due west approximately fifty-two hundred feet to the junction with the west side of Tucker Valley Road; thence northerly approximately seven hundred feet along the said road to the junction with the west side of the road of the branch road marked on the map in yellow; thence northwesterly and westerly approximately eleven thousand two hundred feet along the said branch road and the bridle path extension thereof, to the end of the said bridle path; thence northwest approximately fourteen hundred feet to the shoreline; thence along the said shoreline, starting southwesterly, around Entrada Point and Point Dalgada to a point on the shore one hundred feet southwest of the western end of Hart's Cut; thence on a straight line through the triangulation station marked elevation four hundred and sixty-two to the shoreline; thence around Point Gourde to the point of beginning; and, in addition thereto, Gasparillo Island and the Five Islands; the several areas totalling approximately twelve square miles; Provided that the area known as La Retraite shall be excluded. Reference: Map of Trinidad and Tobago. Scale 1-50,000. Sheet A.

(2) Beginning at the road junction approximately 2,000 links east of the Guanapo River crossing of the eastern road (approximate co-ordinates: 477,800 links east, 431,400 links north); thence generally north along boundary line of Guanapo Reserve approximately 7,000 links to angle in boundary line; thence west about 4,500 links to intersection with Guanapo River; thence generally north along Guanapo River to boundary of Guanapo Reserve; thence generally east along Guanapo Reserve boundary to point at 446,900 links north and 478,700 links east; thence east approximately 20,800 links; thence south approximately 9,000 links to northwest corner of Guaico Valencia Reserve; thence southeast along Reserve boundary to co-ordinate line 430,000 links north; thence east along this line about 7,500 links to intersection with road; thence southeast generally parallel with road between Valencia and Sangre-Grande Town to corner of Reserve; thence along Reserve boundary to point on boundary at 522,400 links east and 413,500 links north; thence southeast about 3,500 links to point on Reserve boundary; thence generally south, west, and north along the Reserve boundary to point at about 489,000 links east and 411,250 links north; thence generally north across Aripo River to southwest corner of Cumuto Reserve; thence generally north along Reserve boundary to co-ordinate line 420,000 links north; thence west along this line about 10,000 links; thence north to point of beginning; the entire tract containing approximately eighteen square miles; provided that the existing Eastern Main Road and the Trinidad Government Railway within the parcel shall be excluded. Reference: Map of Trinidad and Tobago. Scale 1-50,000. Sheets B, C and E.

(3) Beginning at road crossing northeast of Longdenville at about 409,500 links east and 366,600 links north; thence north along (but excluding) road about 2,000 links; thence east about 4,500 links; thence south about 3,000 links; thence east about 11,400 links to road; thence south along (but excluding) road about 4,500 links to road junction; thence southeast along (but excluding) trail about 3,900 links to stream line; thence southwest about 4,500 links to Ravine Sable; thence generally west along Ravine Sable to crossing of improved road; thence northwest to road junction; thence generally north along (but excluding) road to point of beginning; the entire tract containing approximately two square miles. Reference: Map of Trinidad and Tobago. Scale 1-50,000. Sheet D.

(4) Beginning at point on road from Mature to Toco where Primera Pria River crosses it; thence generally northeast along (but excluding) the road to the Saliboa River; thence generally south along the bank of the Saliboa River to the shore of Saline Bay; thence along the shoreline of Saline Bay to the mouth of the Primera Pria River; thence to point of beginning; the entire tract containing approximately ninety-six acres. Reference: Map of Trinidad and Tobago. Scale 1-50,000. Sheet C.

#### 7. BRITISH GUIANA

THIS LEASE made the                      day of                      nineteen hundred and forty-one between the Colony of British Guiana of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including British Guiana within fifty miles of Georgetown, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, the Colony of British Guiana doth hereby lease to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule

hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than British Guiana), which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of British Guiana.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

IN TESTIMONY WHEREOF the parties have hereto set their hands the day and the year first above written.

#### SCHEDULE

(1) Beginning at a point on the right (east) bank of the Demerara River one thousand yards southwest of the road junction at Hyde Park; thence about one and one-half miles along the meandering line generally parallel to, and about one thousand yards southwest of, the unimproved road running generally southeast from Hyde Park; thence northeast about ninety-five hundred feet; thence northwest about eight thousand feet to a point fifteen-hundred feet east of the Demerara River; thence generally southwest about forty-five hundred feet to the said unimproved road; thence northwest along (but excluding) the said road to the right (east) bank of the Demerara River; thence southwest along the bank of the river to the point of beginning, the entire tract containing approximately two and one-half square miles. (Reference: Plan of the Sea Coast of British Guiana, in two sheets, 1925.)

(2) Beginning at the intersection of the shoreline of the east bank of the Essequibo River with latitude  $6^{\circ} 29' 14''$  north at a point marked "Quarry End" as shown on British Admiralty chart No. 2783 published the 26th September, 1929, and entitled "Essequibo River Amarikuru Island to Bartica," proceed in a due east direction approximately 8,000 feet; thence due south a distance of approximately 8,000 feet; thence due west a distance

of approximately 5,800 feet to the north bank of Makauria Creek; thence in a northwesterly direction along the north bank of Makauria Creek to the intersection of the said north bank with the shoreline of the east bank of the Essequibo River; thence in a generally northerly direction along the shoreline of the east bank of the Essequibo River to the point of beginning, the entire tract containing approximately 1,400 acres.

### ANNEX III

#### SPECIAL PROVISIONS FOR INDIVIDUAL TERRITORIES

##### (A)—*Special Provisions appertaining to Bermuda*

(1) The United States will not close the existing channels from Ferry Point Bridge to St. George's Harbour or from St. George's Harbour through Stocks Harbour to Tucker's Town, unless it first provide alternative channels to give facilities at least as adequate as those given by the present channels.

(2) In its application to Bermuda, Article 1 [I] (2) (e) of this Agreement shall be construed as including the right, power and authority to install, maintain, use and operate under-sea and other defences, defence devices and controls, including detecting and other similar facilities, in the entrance of Castle Harbour; but the United States will not close the channels through Castle Roads to the open sea.

(3) The United States shall have the right to construct a causeway between Tucker's Island and King's Point in Sandys Parish, but a channel will be preserved and maintained between Tucker's Island and King's Point sufficient for such vessels as now use the channel at present existing.

(4)—(a) In respect of the waters in the vicinity of Morgan's Island and Tucker's Island the United States shall have the right, power and authority to fill the whole or any part of the area generally described as follows:

Beginning at the most northerly point of Tucker's Island, a line drawn easterly for a distance of twenty-one hundred feet, passing through a point approximately fifty feet north of the most northerly point of Morgan's Island, to a point; thence southeasterly along a line tangent to Morgan's Island to its most southeasterly point; thence a line to the most southwesterly point of Morgan's Island; thence a line to the most southerly point of Tucker's Island; thence following the shoreline of Tucker's Island to the point of beginning.

(b) The United States shall also have the right, power and authority to fill any indentations in the shoreline in the vicinity of King's Point in Sandys Parish in order to straighten the shoreline.

(5) The United States will not interrupt highway communication between Hamilton Parish and St. George's Island; and if its works or operations shall prevent the continued use of the present highway facilities between Blue

Hole and the Swing Bridge on St. George's Island, and it does not provide alternative facilities, as satisfactory as the said present facilities, directly between those points, it will provide such alternative facilities between the main north shore road at Bailey's Bay and the main road at Mullet Bay, and will for that purpose construct and maintain a suitable drawbridge between Coney Island and Ferry Point.

(6) Except when the United States is engaged in war, or in time of other emergency, the United States will not use motor vehicles outside the Leased Areas except so far as the Government of Bermuda shall agree to such use.

(B)—*Special Provision appertaining to Jamaica*

Without prejudice to the rights of the Government of the United Kingdom, the United States shall have the right to repair, restore or construct, on the site of the old naval station at Port Royal on the Palisadoes Peninsula, shops, storehouses, piers, wharves, graving docks and other similar facilities useful and convenient for the supply, maintenance and repair of naval vessels, auxiliaries and similar craft. Such facilities may be used jointly and on equal terms, within the limits of their capacity, when and as conditions permit, by the United States and the Government of the United Kingdom. The United States, will, in exercising such right, preserve features of historic interest so far as practicable.

(C)—*Special Provision appertaining to St. Lucia*

The United States will maintain existing highways traversing the Leased Areas and will permit, without restrictions except such as may be necessary for military reasons, the use thereof without payment by the Government of the United Kingdom, the Government of St. Lucia and members of the public; or may, if it so desires, in substitution for such highways, construct for such use highways outside the Leased Areas.

(D)—*Special Provision appertaining to Antigua*

The United States will grant, without cost, to the present owner of the High Point estate a licence for the continued occupation, during the lifetime of the said owner, of any portion of the residential part of the said estate which on final survey may fall within the Leased Area.

(E)—*Special Provisions appertaining to Trinidad*

(1) Should the United States determine that it is necessary to remove the quarantine station from the Five Islands, the United States will pay just compensation for such removal, the amount of such compensation to be mutually agreed upon.

(2) The United States shall have the following rights:

(a) to impound, take and use the waters of and in the watershed of the Aripo River north of the Cumuto area for the requirements of the United States forces from time to time stationed at or employed in the Leased Areas, and for all other necessary purposes connected with the construction, maintenance, operation and defence of the Bases established in Trinidad by the United States;

(b) to construct, maintain and operate dams, reservoirs and other necessary works and facilities for the purposes aforesaid;

(c) to lay and maintain pipe-lines in and from the watershed across the lands of Trinidad for the purpose of carrying the said waters to the said Bases, and to be afforded all wayleaves necessary for this purpose;

(d) to take and do all such measures, acts and things as may from time to time be necessary to control the areas comprised in the said watershed in order to safeguard, or prevent the pollution of, the said waters or otherwise to ensure their purity;

(e) to take on lease on the same terms as are contained in this Agreement or to occupy such areas of land, whether in Crown or private ownership, as may from time to time be necessary for any of the purposes aforesaid, without consideration other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property, if any, for loss by expropriation or damage, the amount of such compensation to be determined in accordance with the procedure adopted for assessing compensation to such owners for loss by expropriation or damage arising out of the establishment of the Bases:

Provided that the Government of Trinidad shall be entitled to take and use so much of the waters of and in the said watershed as the United States may from time to time determine to be in excess of the actual requirements of the United States; and that any dams or other works established by the United States shall be so constructed as to be capable of extension in order to enable the said surplus waters to be made available to the Government of Trinidad.

(3) The United States shall have the right to establish necessary defences in the entrance waters of the Gulf of Paria on certain islands of the Dragon's Mouth and on the mainland at the Serpent's Mouth, the terms and conditions of the leases for the areas required for these installations to be those set out in this Agreement. If the Government of the United Kingdom shall determine to install additional defences on the outer promontories of the Leased Areas the United States agrees to surrender areas of such extent and on such terms as may be mutually agreed.

(4) Whenever required and after notification to the Governor of Trinidad, the United States shall have control over an anchorage, to be known as the United States Fleet Anchorage, comprising the whole or any part of

an area in the Gulf of Paria lying north of the line (extended) of the present dredged channel to Port of Spain and west of the longitude of Cumana Point, of about 12 square miles in depths of more than 5 fathoms with additional anchorage in less depths. When not required by the United States, the control of the whole or any part of the area shall revert to the Government of Trinidad, on due notification, until such time as the Government of Trinidad is notified that control is again required. The notifications mentioned above shall contain a description of the area required or not required as the case may be. The provisions of this Agreement applicable to Leased Areas shall, during the period of United States control, apply to the anchorage to the full extent necessary or appropriate for the establishment, use, operation, defence and control thereof.

(5) From such areas and under such terms and conditions as may be mutually agreed by the Government of the United States and the Government of Trinidad, the Government of Trinidad shall be permitted within the Leased Areas to win stone, gravel and sand for public works; provided that such permission shall not be exercised so as to interfere with the construction, maintenance, operation or defence of the Bases and shall be subject to such restrictions as may be demanded by military necessity.

(6)—(a) The Government of the United Kingdom shall secure the grant to the United States of a lease for a period of twelve months of 1,200 feet of existing wharfage and two of the existing transit sheds on the waterfront at Port of Spain; provided that when the said wharfage and sheds are not being used by the United States they shall be placed at the disposal of the Government of the United Kingdom and the Government of Trinidad upon request by the latter. Pending the execution of such lease, the United States shall have the use of the said wharfage and sheds under the conditions aforesaid.

(b) The United States may during the period of the above lease extend the existing wharfage at Port of Spain westward for a distance not exceeding 3,000 feet, and shall be granted a lease of such extension for the unexpired period of the lease of the Leased Areas; provided that if the Government of Trinidad shall construct for transfer to the United States alternative wharfage outside of Port of Spain which shall be satisfactory in all respects to the United States, then the United States will surrender in exchange to the Government of Trinidad, on terms to be mutually agreed, its rights under the lease of the said wharfage in Port of Spain.

(7) The United States will afford access to the Macqueripe Bay area to the Government of Trinidad and members of the public by way of the existing road or by such other road as may be constructed, subject only to such restrictions as are demanded by military necessity and proper police control.

(8) If the Eastern Main road to Saline Bay is completed by the United States, the United States will, subject only to such restrictions as are demanded by military necessity, afford the Government of Trinidad and members of the public free use thereof. The United States will afford like use of any road that may be constructed by the United States from Port of Spain to the Cumuto area.

(F)—*Special Provision appertaining to British Guiana*

(1) In its use of the Demerara and Essequibo Rivers, the United States shall not obstruct the navigation thereof.

(2) From such areas and under such terms as may be mutually agreed by the Government of the United States and the Government of British Guiana, the Government of British Guiana shall be permitted within the Leased Areas to win stone for public works; provided that such permission shall not be exercised so as to interfere with the construction, maintenance, operation or defence of the Bases and shall be subject to such restrictions as may be demanded by military necessity.

EXCHANGES OF NOTES

STATUS OF NEWFOUNDLAND

*The Prime Minister to the American Ambassador*

FOREIGN OFFICE, LONDON, S.W. 1,  
*March 27, 1941*

YOUR EXCELLENCY,

I HAVE the honour to inform your Excellency that, in signing this day the Agreement concerning the lease of Bases, it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland that, upon the resumption by Newfoundland of the constitutional status held by it prior to the 16th February, 1934, the words "the Government of the United Kingdom," wherever they occur in relation to a provision applicable to Newfoundland in the said Agreement, shall be taken to mean, so far as Newfoundland is concerned, the Government of Newfoundland, and the Agreement shall then be construed accordingly.

2. If the Government of the United States agree to this interpretation, I would suggest that the present Note and your Excellency's reply to that

effect be regarded as placing on record the understanding of the two Contracting Governments in this matter.

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

WINSTON S. CHURCHILL

His Excellency

The Honourable JOHN GILBERT WINANT,  
Esq., Esq., Esq.

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*The American Ambassador to the Prime Minister*

EMBASSY OF THE UNITED STATES OF AMERICA,  
London, March 27, 1941

YOUR EXCELLENCY,

I have the honor to acknowledge receipt of your Excellency's Note of to-day's date, the terms of which are as follows:

[For text of British note, see above.]

2. In reply, I have the honor to inform your Excellency that the Government of the United States accepts the interpretation of the Agreement concerning the lease of Bases signed this day as set forth in your Excellency's Note and, in accordance with the suggestion contained therein, your Excellency's Note and this reply will be regarded as placing on record the understanding between the two Contracting Governments in this matter.

I have the honor to be, with the highest consideration, Sir,  
Your most obedient humble Servant,

JOHN G. WINANT

The Rt. Hon. WINSTON S. CHURCHILL, C.H., M.P.,  
Esq., Esq., Esq.

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ENSORSHIP OF MAILS

*The American Ambassador to the Prime Minister*

EMBASSY OF THE UNITED STATES OF AMERICA,  
London, March 27, 1941

EXCELLENCY,

I have the honor to inform your Excellency that my Government has

agreed to the following understanding in respect to Article XVI of the Agreement signed this day between our respective Governments concerning the lease of Bases:

(1) Mails passing between United States Post Offices shall not be subject to censorship except by the United States.

(2) In connection with the establishment of any United States Post Offices in a Leased Area, the United States will arrange administratively, for such time as Great Britain may be at war, for the examination of all non-official incoming or outgoing mail destined for or originating in a Leased Area.

(3) The use of these Post Offices will be strictly limited to persons entitled under Article XVI to use them, and any mail deposited in such a Post Office which may be found by the United States examiners to be from a person not entitled to use it will, if required, be made available to the authorities of the Territory for examination.

(4) Should the United States be at war and Great Britain be neutral, the British Government will insure that a similar procedure is adopted, with respect to incoming or outgoing mail destined for or originating in the Territory in which a Leased Area is located, to safeguard the interests of the United States in the Leased Area.

(5) The United States and British authorities will collaborate to prevent their respective mails, in the Leased Areas or in the Territories in which they are located, being used prejudicially to the security of the other.

(6) There will be no examination of official mail of either Government by the other under any conditions.

2. If your Excellency's Government agrees to this understanding, I would suggest that the present Note and your reply to that effect be regarded as placing it on record.

I have the honor to be, with the highest consideration, Sir,

Your most obedient humble Servant,

JOHN G. WINANT

The Rt. Hon. WINSTON S. CHURCHILL, C.H., M.P.,

*&c., &c., &c.*

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*The Prime Minister to the American Ambassador*

FOREIGN OFFICE, LONDON, S.W. 1,

*March 27, 1941*

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Excellency's Note

of to-day's date concerning censorship, the terms of which are as follows:

[For text of U.S. note, see above.]

2. In reply, I have the honour to inform your Excellency that the Government of the United Kingdom of Great Britain and Northern Ireland agree to this understanding, and, in accordance with your Excellency's suggestion, your Excellency's Note and this reply will be regarded as placing on record the understanding between the two Governments in this matter.

I have the honour to be,

With the highest consideration,

Your Excellency's obedient Servant,

WINSTON S. CHURCHILL

His Excellency

The Honourable JOHN GILBERT WINANT,

*Esq., Esq., Esq.*

#### PROTOCOL RELATING TO DEFENSE OF NEWFOUNDLAND

The undersigned plenipotentiaries of the Governments of Canada, the United Kingdom of Great Britain and Northern Ireland and the United States of America having been authorized by their respective Governments to clarify certain matters concerning the defence of Newfoundland arising out of the Agreement signed this day concerning the Bases leased to the United States, have drawn up and signed the following Protocol:

1. It is recognised that the defence of Newfoundland is an integral feature of the Canadian scheme of defence, and as such is a matter of special concern to the Canadian Government, which has already assumed certain responsibilities for this defence.

2. It is agreed therefore that, in all powers which may be exercised and in such actions as may be taken under the Agreement for the use and operation of United States bases dated the 27th March, 1941, in respect of Newfoundland, Canadian interests in regard to defence will be fully respected.

3. Nothing in the Agreement shall affect arrangements relative to the defence of Newfoundland already made by the Governments of the United States and Canada in pursuance of recommendations submitted to those Governments by the Permanent Joint Board on Defence—United States and Canada.

4. It is further agreed that in all consultations concerning Newfoundland arising out of Articles I (4), II and XI (5) of the Agreement, or of any other Articles involving considerations of defence, the Canadian Government as well as the Government of Newfoundland will have the right to participate.

Done in triplicate, in London, the 27th day of March, 1941.

On behalf of the Government of Canada:

VINCENT MASSEY  
L. W. MURRAY  
L. B. PEARSON

On behalf of the Government of the United Kingdom of Great Britain and Northern Ireland:

WINSTON S. CHURCHILL  
CRANBORNE  
MOYNE

On behalf of the Government of the United States of America:

JOHN G. WINANT  
CHARLES FAHY  
HARRY J. MALONY  
HAROLD BIESEMEIER

## AIRBASE ON ASCENSION ISLAND

*Exchange of telegram and letter at London January 27 and February 7, 1942*

*Entered into force February 7, 1942*

*Obsolete*

1942 For. Rel. (I) 557

*The Secretary of State to the American Ambassador*<sup>1</sup>

WASHINGTON, January 26, 1942—10 p. m.

As you know, the United States Army Air Corps Ferrying Command is operating delivery service across the South Atlantic, both with its own personnel and through the medium of a contract with Pan American Airways. These activities are carried out under a directive from the President, dated November 19, last.

In view of the impending delivery to the Middle East of large quantities of short-range bombers, which cannot safely cross the South Atlantic in one hop, and the need for an alternative or secondary route across the South Atlantic from Brazil to West Africa, the Government of the United States feels that it is necessary to construct an intermediate airport on Ascension Island. It feels that the delivery service of all aircraft will be expedited and that of shorter range aircraft made possible over this alternative route, and it is therefore desired that the necessary permission from the British Government be obtained to build an airport and establish all the necessary operating facilities on what is known as the southwest plain of Ascension Island.

The United States proposes to construct a complete airdrome having a surfaced runway of approximately 6,000 feet by 1000 feet on Ascension Island. The United States will require, therefore, the necessary consent and cooperation of the British Government in the matter of importing machinery, personnel and equipment, the establishment of a water supply with the necessary tankage, gas storage and handling facilities, and the construction of the necessary buildings, power plants and other equipment. The United States will desire to load and unload this equipment at whatever point is most advantageous and to use the most convenient means of transport over any avail-

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<sup>1</sup> The American Ambassador delivered a copy of the Secretary's telegram to the Secretary of State for Foreign Affairs at London Jan. 27, 1942.

able route to or from Ascension Island. The United States will, of course, take the necessary steps to prevent damage to existing cable lines.

The proposed installations on Ascension Island are in the opinion of this Government necessary, even though the expense and construction problems will be considerable. The United States is prepared to undertake the necessary construction at once and to provide all of the funds necessary for that purpose. Since the facilities and installations will be of a permanent character, the Government of the United States feels that American commercial aircraft should have the right to utilize these facilities on Ascension Island in the post-war period on such terms as the American Government might prescribe. We are confident that the British Government will agree to this at once in view of our willingness to construct this airport at the expense of the United States Government. Details in connection with the use of this airport by commercial planes in the post-war period can be discussed between the two governments at their convenience and settled in an exchange of notes. Arrangements for the local defense of the airport during the present emergency will be made by the combined Chiefs of Staff (British-United States).

Please take up this question with the British Government at the earliest possible moment and endeavor to obtain a favorable reply. You are authorized to take up the matter in the first instance with the Prime Minister if you consider it desirable.

HULL

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*The Secretary of State for Foreign Affairs to the American Ambassador*

FEBRUARY 7, 1942

On the 27th January, Your Excellency left with me a copy of a telegram from the State Department requesting that the permission of His Majesty's Government in the United Kingdom might be obtained to enable the United States Government to establish an air base in Ascension Island for the purpose of using this island as a staging point for the delivery of short range bombers across the South Atlantic Ocean. The hope was also expressed that His Majesty's Government would be prepared to cooperate with the United States Government in the matter of importing the machinery, personnel, equipment and other facilities for this purpose.

2. It was further suggested that American commercial aircraft should in the post-war period have the right to utilize the airport and that discussions should proceed between the United States and British Governments for the purpose of settling the details of this question. The State Department's telegram concluded by stating that it was proposed that arrangements for the local defence of the airport during the present emergency should be made by the Combined Chiefs of Staff.

3. I now have the honor to inform you that His Majesty's Government in the United Kingdom welcome the proposals of the United States Government and are in full agreement as to the importance of Ascension Island for the purposes described above in connection with the war. They agree, therefore, to accord all facilities to enable the United States Government to establish the proposal staging point as quickly as possible. His Majesty's Government note that the United States authorities will take the necessary steps to prevent damage to existing cable lines. They would point out, however, that the landing and other facilities on the island are under the control of Cable and Wireless Limited, who, apart from the military garrison, are the only other occupiers of Ascension. His Majesty's Government expect, therefore, that the occupational rights of Cable and Wireless Limited will be safeguarded as far as possible and the company's local manager Rupert consulted by the officer in charge of the construction party. His Majesty's Government would wish to be informed as soon as possible of the date on which the construction party will leave for Ascension Island.

4. His Majesty's Government in the United Kingdom further recognize that the United States Government will desire to share in the post-war use of the island for commercial aviation and are ready to join in discussions with the United States Government with a view to reaching a reasonable settlement of the question of the commercial uses of the airport in the post-war period. In view of the importance of completing the airport with a minimum of delay, His Majesty's Government would not wish discussion of the question of commercial user to delay the constructional and other necessary work on the airport and they are willing to agree to this being started immediately leaving the discussions on the question of post-war user to be undertaken as soon as is mutually convenient. His Majesty's Government feel, however, that the airport should not be used by commercial aircraft during the war save in emergency or for purely military purposes otherwise than by agreement between His Majesty's Government and the United States Government.

5. His Majesty's Government in the United Kingdom agree that arrangements for the local defense of the airport during the present emergency should be made by the Combined Chiefs of Staff.

ANTHONY EDEN

## LEND-LEASE <sup>1</sup>

*Preliminary agreement signed at Washington February 23, 1942*

*Entered into force February 23, 1942*

*Supplemented by agreement of September 3, 1942 <sup>2</sup>*

56 Stat. 1433; Executive Agreement Series 241

Whereas the Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland 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 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 the United Kingdom 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 the United Kingdom aid in resisting aggression;

And whereas it is expedient that the final determination of the terms and conditions upon which the Government of the United Kingdom 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 the United Kingdom and will promote the establishment and maintenance of world peace;

And whereas the Governments of the United States of America and the

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<sup>1</sup> See also lend-lease settlement agreements of Dec. 6, 1945 (TIAS 1509, *post*, p. 700); Mar. 27, 1946 (TIAS 1509, *post*, p. 745); Feb. 19 and 28, 1947 (TIAS 1635, *post*, p. 812); Jan. 7, 1948 (TIAS 1698, *post*, p. 843); June 18, 1948 (reported in 45th Report on Lend-Lease Operations, p. 19); June 29, 1948 (reported in 45th Report on Lend-Lease Operations, p. 19); July 12, 1948 (TIAS 1769 and 1770, *post*, pp. 891 and 897); Apr. 28 and 30, 1952 (3 UST 4180; TIAS 2562); Dec. 31, 1954, and Jan. 3, 1955 (reported in 45th Report on Lend-Lease Operations, p. 19); Apr. 24 and 25, 1957 (8 UST 771; TIAS 3834); and May 1 and 3, 1957 (reported in 45th Report on Lend-Lease Operations, p. 20).

<sup>2</sup> EAS 270, *post*, p. 617.

<sup>3</sup> 55 Stat. 31.

United Kingdom 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 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, fulfil 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 United Kingdom 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 the United Kingdom with such defense articles, defense services, and defense information as the President shall authorize to be transferred or provided.

#### ARTICLE II <sup>4</sup>

The Government of the United Kingdom 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 the United Kingdom 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 or permit the use thereof by anyone not an officer, employee, or agent of the Government of the United Kingdom.

#### ARTICLE IV

If, as a result of the transfer to the Government of the United Kingdom 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 the United Kingdom will take such action or make such payment when requested to do so by the President of the United States of America.

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<sup>4</sup> For an agreement of Sept. 3, 1942, supplementing arts. II and VI, see EAS 270, *post*, p. 617.

## ARTICLE V

The Government of the United Kingdom will return to the United States of America at the end of the present emergency, as determined by the President, 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 <sup>4</sup>

In the final determination of the benefits to be provided to the United States of America by the Government of the United Kingdom full cognizance shall be taken of all property, services, information, facilities, or other benefits or considerations provided by the Government of the United Kingdom 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 the United Kingdom 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 the United Kingdom, 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,<sup>5</sup> 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.

<sup>5</sup> EAS 236, *ante*, vol. 3, p. 686.

## 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 at Washington in duplicate this twenty-third day of February 1942.

For the Government of the United States of America:

SUMNER WELLES [SEAL]

*Acting Secretary of State  
of the United States of America.*

For the Government of the United Kingdom of Great  
Britain and Northern Ireland:

HALIFAX [SEAL]

*His Majesty's Ambassador Extraor-  
dinary and Plenipotentiary  
at Washington.*

# JURISDICTION OVER CRIMINAL OFFENSES COMMITTED BY MEMBERS OF ARMED FORCES

*Exchange of notes at London July 27, 1942*

*Entered into force August 6, 1942*

*Expired March 2, 1946*<sup>1</sup>

57 Stat. 1193; Executive Agreement Series 355

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W. 1.

27th July, 1942

No. W 10338/13/64

YOUR EXCELLENCY,

Following the discussions which have taken place between representatives of our two Governments, His Majesty's Government in the United Kingdom are prepared, subject to the necessary Parliamentary authority, to give effect to the desire of the Government of the United States that the Service courts and authorities of the United States Forces should, during the continuance of the conflict against our common enemies, exercise exclusive jurisdiction in respect of criminal offences which may be committed in the United Kingdom by members of those Forces, and they are ready to introduce in Parliament the necessary legislation for this purpose.

2. It is appreciated, however, that cases may arise where for particular reasons the American authorities may prefer that their courts should not exercise the above jurisdiction, and His Majesty's Government would accordingly propose that in any case in which a written communication to that effect is received from the Diplomatic Representative of the United States it should be open to the appropriate British authority to restore the jurisdiction of the courts of the United Kingdom to deal with that case.

3. In view of the very considerable departure which the above arrangements will involve from the traditional system and practice of the United Kingdom there are certain points upon which His Majesty's Government consider it indispensable first to reach an understanding with the United States Government. I have accordingly the honour to invite Your Excellency

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<sup>1</sup> Six months after armistice with Japan (see para. 10). (EAS 493, *ante*, vol. 3, p. 1251.)

to be so good as to lay the following enquiries and observations before your Government and to inform me of their attitude thereupon.

4. In the first place, the readiness of His Majesty's Government in the United Kingdom to agree to the exercise by United States Service courts of exclusive jurisdiction in respect of offences by members of their Forces is based upon the assumption that the United States Service authorities and courts concerned will be able and willing to try and, on conviction, to punish all criminal offences which members of the United States Forces may be alleged on sufficient evidence to have committed in the United Kingdom, and that the United States authorities are agreeable in principle to investigate and deal with appropriately any alleged criminal offence committed by members of the United States Forces in the United Kingdom which may be brought to their notice by the competent British authorities, or which the American authorities may find to have taken place.

5. Secondly, His Majesty's Government will be glad if you will confirm their understanding that the trial of any member of the United States Forces for an offence against a member of the civilian population would be in open Court (except where security considerations forbade this) and would be arranged to take place promptly in the United Kingdom and within a reasonable distance from the spot where the offence was alleged to have been committed, so that witnesses should not be required to travel great distances to attend the hearing.

6. Thirdly, His Majesty's Government propose that no member of the United States Forces should be tried in the United Kingdom by a Service court of the United States of America, for an offence committed by him before the 7th December, 1941.

7. Fourthly, while His Majesty's Government in the United Kingdom would not wish to make the arrangements in regard to jurisdiction over members of the United States Forces in this country dependent upon a formal grant of reciprocity in respect of United Kingdom Forces in the territory of the United States of America, I feel that you will appreciate that the considerations which have convinced His Majesty's Government in the United Kingdom that the interests of our common cause would be best served by the arrangements which they are prepared to make as regards jurisdiction over American forces in the United Kingdom would be equally applicable in the case of British forces which in the course of the war against our common enemies may be stationed in territory under American jurisdiction. It would accordingly be very agreeable to His Majesty's Government in the United Kingdom if you were authorised to inform me that in that case the Government of the United States of America will be ready to take all steps in their power to ensure to the British forces concerned a position corresponding to that of United States Forces in the United Kingdom under the arrangements which His Majesty's Government are willing to make. The considerations indicated in paragraph 2 above would naturally apply and His Majesty's

Government would be prepared to authorise the Diplomatic Representative of His Majesty in the United States to notify the competent American authorities in cases where the appropriate British authorities preferred not to exercise jurisdiction.

8. Fifthly, the proposal to ensure to the United States Service courts and authorities by legislation the exclusive exercise of jurisdiction in respect of criminal offences by members of the United States Forces in the United Kingdom is based upon the further assumption that satisfactory machinery will be devised between the competent American and British authorities for such mutual assistance as may be required in making investigations and collecting evidence in respect of offences which members of the United States Forces are alleged to have committed, or in which they are alleged to be concerned. His Majesty's Government have no doubt that the United States Government will agree that it would as a general rule be desirable that such preliminary action should be taken by the British authorities, on behalf of the American authorities, where the witnesses or other persons from whom it is desired to take statements are not members of the United States Forces. Conversely, His Majesty's Government trust that they may count upon the assistance of the American authorities in connection with the prosecution before British courts of persons who are not members of the United States Forces where the evidence of any member of these Forces is required or where the assistance of the American authorities in the investigation of the case (including the taking of statements from the American forces) may be needed.

9. His Majesty's Government in the United Kingdom are prepared to extend the proposed legislation where necessary to British Colonies and Dependencies under their authority, other than those British territories in which are situated the United States Military and Naval Bases leased in pursuance of the Agreement of the 27th March, 1941,<sup>2</sup> where the question of jurisdiction is already regulated by that Agreement. I accordingly propose that the foregoing paragraphs of this note, and your eventual reply, should be regarded as extending also to the arrangements to be made in the British Colonies and Dependencies to which the proposed legislation may be applied.

10. Finally, His Majesty's Government propose that the foregoing arrangements should operate during the conduct of the conflict against our common enemies and until six months (or such other period as may be mutually agreed upon) after the final termination of such conflict and the restoration of a state of peace.

11. If the foregoing arrangements are acceptable to the United States Government, I have the honour to propose that the present note and your reply be regarded as constituting an agreement between the two Governments

<sup>2</sup> EAS 235, *ante*, p. 560.

to which effect shall be given as from the date on which the legislation to which I have already referred takes effect.<sup>3</sup>

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency

The Honourable

JOHN G. WINANT,

*etc., etc., etc.*

*1, Grosvenor Square W. 1.*

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*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE

UNITED STATES OF AMERICA

No. 1919

*London, July 27, 1942*

SIR:

I have the honor to refer to your note of July 27, 1942, in which you inform me that His Majesty's Government in the United Kingdom is prepared, subject to the necessary Parliamentary authority, to give effect to the desire of the Government of the United States that American authorities have exclusive jurisdiction in respect to criminal offences which may be committed in the United Kingdom by members of the American Forces. I now have the honor to inform you that my Government agrees to the several understandings which were raised in your note.

In order to avoid all doubt, I wish to point out that the Military and Naval authorities will assume the responsibility to try and on conviction to punish all offences which members of the American Forces may be alleged on sufficient evidence to have committed in the United Kingdom.

It is my understanding that the present exchange of notes is regarded as constituting an agreement between the two Governments to which effect shall be given as from the date on which the necessary Parliamentary authority takes effect.

Accept, Sir, the renewed assurances of my highest consideration.

JOHN G. WINANT

The Right Honorable

ANTHONY EDEN, M.C., M.P.,

*Secretary of State for Foreign Affairs,*

*Foreign Office, S.W. 1.*

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<sup>3</sup> The United States of America (Visiting Forces) Act, 1942 (5 & 6 Geo. 6.C.31) became effective on Aug. 6, 1942.

# INTERCHANGE OF PATENT RIGHTS, INFORMATION, INVENTIONS, DESIGNS, OR PROCESSES

*Agreement signed at Washington August 24, 1942*

*Entered into force August 24, 1942; operative from January 1, 1942*

*Amended by agreement of March 27, 1946<sup>1</sup>*

*Terminated April 8, 1946<sup>2</sup>*

56 Stat. 1594; Executive Agreement Series 268

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, in further fulfillment of the policy set forth in their agreement of February 23, 1942<sup>3</sup> on the principles applying to mutual aid in the prosecution of the war against aggression, have considered the interchange of patent rights, information, and similar matters, and have authorized their representatives to agree as follows:

## ARTICLE I

Each Government, in so far as it may lawfully do so, will procure and make available to the other Government for use in war production patent rights, information, inventions, designs, or processes requested by the other Government. In the case of the United States of America, the law authorizing such procurement and transfer is now the Act of the Congress of the United States approved March 11, 1941 (Public 11, 77th Congress).<sup>4</sup> Each Government will bear the cost of the procurement of such patent rights, information, inventions, designs, or processes from its own nationals. In this Agreement the term "nationals" shall include all corporations and natural persons domiciled, resident, or otherwise within the jurisdiction of the Government concerned (as well as the Government itself and all of its agencies), except natural persons who are exclusively citizens or subjects of the country of the other Government. The basic principle as to which Government shall undertake and bear the cost of procurement in doubtful cases shall be decided in

<sup>1</sup> TIAS 1510, *post*, p. 782.

<sup>2</sup> Pursuant to notice of termination given by the United States Oct. 8, 1945.

<sup>3</sup> EAS 241, *ante*, p. 603.

<sup>4</sup> 55 Stat. 31.

accordance with whether dollar or sterling costs are necessarily involved. In the former case the Government of the United States of America will effect acquisition and in the latter case the Government of the United Kingdom will effect acquisition, but each Government will pay the remuneration and other expenses of its own representatives incurred in connection with communicating any research or manufacturing information to the other Government.

#### ARTICLE II

All patent rights so acquired shall be acquired and used for the purposes of, and until the termination of, the war only, unless otherwise expressly provided, except that contracts entered into (for the production, use or disposition of articles) which cannot be terminated without penalty, may be completed, and all articles on hand at the termination of the war, or completed as permitted herein, may be used and disposed of. Information, inventions, designs, or processes so acquired and not covered by patents or patent applications shall be acquired upon such terms as may most expeditiously make such information, inventions, designs, or processes available for the purposes of the war, with provision, to the extent practicable, for the limitation of the use thereof for the purposes of and until the termination of the war. When the information, invention, design, or process is of a category for which the other Government requests secrecy upon security grounds, each Government will take such steps as it deems practicable to ensure the appropriate degree of secrecy in manufacture and use. The term "termination of the war", for the purposes of this Agreement, shall mean the date when the Government of the United States of America and the Government of the United Kingdom have ceased to be jointly engaged in actual hostilities against a common enemy, or such other date as may be mutually agreed upon, and shall not be dependent on the date of the signing of a peace treaty.

#### ARTICLE III

Such acquisition by the Government of the United States of America will be effected in accordance with regular Lend-Lease procedure (or its then current equivalent) and will be financed under such program, except that other procedure may be used in those instances where no expenditure of funds is necessary.

#### ARTICLE IV

Such acquisition by the Government of the United Kingdom will be effected on the basis of written requests submitted by any authorized department or agency of the Government of the United States of America to the British Supply Council (or to such other agency of the Government of the United Kingdom as may be designated from time to time). Copies of all such requests will be furnished to the Office of Lend-Lease Administration.

The British Supply Council will furnish to that Office reports as to all patent rights, information, inventions, designs, or processes obtained and transferred to the agency requesting the same and the acquisition cost thereof, if any.

#### ARTICLE V

In so far as is found practicable in the circumstances of each case, adequate licenses or assignments and contract rights shall be acquired by each Government, in accordance with the requests of the other Government, and transferred to the other Government. Where desirable each Government will sponsor necessary relationships and permit dealings between the original grantor and the ultimate user. It is contemplated that normally the rights obtained should, subject to the limitations contained in Article II of this Agreement, among other things, include:

(a) The right to make, to have made, to use, and to dispose of, articles embodying the subject-matter of the patent rights, information, inventions, designs, or processes, so acquired, including the right to use and practice any of the aforesaid.

(b) Provision for securing to the recipient Government or its designees all necessary personal expert services and supplementary information.

(c) Permission to transfer, assign, license, or otherwise dispose of, any or all of the rights and privileges acquired, to the other Government, with further permission to the latter to transfer, assign, license, or otherwise dispose of any or all of the same to contractors, sub-contractors, or other appropriate designees of the recipient Government, for war production purposes only.

(d) The reservation on the part of the acquiring Government that it, and parties in interest holding under it, shall have the right at any time to contest the validity of any patent rights acquired.

(e) Whenever practicable, a guarantee by the licensor or patentee as to the validity of his patent, in respect of which the license is granted, with an indemnity against any infringement claims.

(f) Provision for the exchange of information, between the licensor or patentee and ultimate licensee, as to improvements or the results of research on the subject-matter of the license, together with the use of any patents which may be obtained in respect of such improvements, with a further provision that the like information and right to use additional patents shall simultaneously be furnished to both Governments.

#### ARTICLE VI

Subject to the provisos set out in Article VII hereunder, the Government of the United Kingdom agrees and undertakes to indemnify and save harmless the Government of the United States of America against all claims asserted by corporations or subjects of the United Kingdom arising as a result of the use and practice of any patent rights, inventions, information, designs, or proc-

esses furnished by the Government of the United Kingdom to the Government of the United States of America and used by the latter Government pursuant to the provisions of Article II of this Agreement, or arising as a result of production, use, or disposition, by or on behalf of the Government of the United States of America, of articles:

(a) Supplied to the Government of the United Kingdom under Lend-Lease or equivalent procedure; or

(b) Embodying the subject-matter of patent rights, information, inventions, designs, or processes furnished (or which purport to have been furnished) by the Government of the United Kingdom to the Government of the United States of America and used by the Government of the United States of America pursuant to the provisions of Article II of this Agreement; or

(c) So produced, used, or disposed of, pursuant to a request made or authority given by the Government of the United Kingdom to the Government of the United States of America;

provided always that the Government of the United States of America will, whenever in its judgment practicable, avail itself of any indemnity from a third party of which it shall have the benefit, in lieu of the indemnity from the Government of the United Kingdom contained in this Agreement. The Government of the United Kingdom will not look to the Government of the United States of America for any corresponding indemnity against claims asserted by nationals of the United States in the United Kingdom.

#### ARTICLE VII

The indemnity by the Government of the United Kingdom to the Government of the United States of America shall be subject to the following conditions, namely:

(a) That the Government of the United States of America, as soon as practicable after receiving notice of any claim by which a liability might fall upon the Government of the United Kingdom under the indemnity, will notify the Government of the United Kingdom of such claim having been made.

(b) That the Government of the United States of America will not make any compromise or settlement out of court with any such claimant, without the prior knowledge and concurrence of the Government of the United Kingdom.

(c) That, in all cases in which no prior compromise or settlement of a claim shall have been made, as in paragraph (b) of this Article, and the claim becomes the subject of legal proceedings in the United States Court of Claims, or other appropriate United States Court, the Government of the United Kingdom will (if it shall so request) be permitted to assist the Government of the United States of America in defending any such proceedings.

## ARTICLE VIII

The Government of the United Kingdom shall not be liable in respect of claims asserted by nationals of the United States of America in the United States as a result of the use and practice of any patent rights, information, inventions, designs, or processes, or as a result of production, use, or disposition of articles embodying the subject-matter of any of the aforesaid.

## ARTICLE IX

In order to avoid conflict with the understanding contained in this Agreement, departments or agencies of the Government of the United States of America which negotiate contracts for production in the United States pursuant to specifications furnished by or on behalf of the Government of the United Kingdom, will not require contractors in the United States to give indemnities to the Government of the United States of America which would be likely to result in efforts by the contractors to obtain an offsetting indemnity from the Government of the United Kingdom; the Government of the United Kingdom assumes a reciprocal obligation toward the Government of the United States of America.

## ARTICLE X

Anything contained in this Agreement to the contrary notwithstanding, any obligations heretofore or hereafter undertaken by the Government of the United Kingdom pursuant to the provisions of Section 7 of the Act of the Congress of the United States approved March 11, 1941 (Public 11, 77th Congress), as such obligations may be interpreted by the President of the United States of America or by a United States court of competent jurisdiction, shall be performed by the Government of the United Kingdom.

## ARTICLE XI

All payments made by the Government of the United States of America and the Government of the United Kingdom, respectively, in carrying out the terms of this Agreement shall be accounted for by the appropriate agencies of the two Governments as aid extended and benefits received by the Government of the United States of America in accordance with the Act of the Congress of the United States approved March 11, 1941 (Public 11, 77th Congress) and the agreement between the two Governments entered into at Washington on February 23, 1942.

## ARTICLE XII

Each Government will give to the other Government all possible information and other assistance required in connection with computing any payments

to be made to nationals of the other Government with respect to the use of their patent rights, information, inventions, designs or processes.

### ARTICLE XIII

A joint committee of representatives of the Government of the United States of America and of the Government of the United Kingdom shall be established for the purpose of dealing with problems arising in connection with operations under this Agreement and of making appropriate recommendations to proper authorities with respect thereto.

### ARTICLE XIV

License agreements, or other contractual obligations between nationals of the United States of America on the one hand and nationals of the United Kingdom on the other hand, existing on January 1, 1942, and continuing in effect, or any claim for royalty arising thereunder, shall not be deemed to be within the scope of this Agreement.

### ARTICLE XV

This agreement shall be deemed to have been in effect and operation as from January 1, 1942. Each Government shall have the option to terminate this Agreement as from any date specified in a notice given by the Government exercising such option to the other Government, which date shall be not less than six months from the giving of such notice, and the provisions of this Agreement shall cease to be effective from the date so specified, but without prejudice to any liability which may then already have been incurred, or which may thereafter arise, pursuant to any obligations undertaken by either Government by virtue of this Agreement.

Signed and sealed in duplicate at Washington this twenty-fourth day of August, 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 the United Kingdom of Great Britain and Northern Ireland:

HALIFAX

[SEAL]

*His Majesty's Ambassador Extraor-  
dinary and Plenipotentiary  
at Washington*

## LEND LEASE <sup>1</sup>

*Exchange of notes at Washington September 3, 1942, supplementing  
agreement of February 23, 1942  
Entered into force September 3, 1942*

56 Stat. 1605; Executive Agreement Series 270

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
September 3, 1942

SIR,

In the United Nations declaration of January 1, 1942,<sup>2</sup> the contracting governments pledged themselves to employ their full resources, military or economic, against those nations with which they are at war and in the Agreement of February 23, 1942,<sup>3</sup> each contracting government undertook to provide the other with such articles, services, facilities or information useful in the prosecution of their common war undertaking as each may be in a position to supply. It is further the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland that the general principle to be followed in providing mutual aid as set forth in the said Agreement of February 23, 1942, is that the war production and the war resources of both Nations should be used by the armed forces of each and of the other United Nations in ways which most effectively utilize the available materials, manpower, production facilities and shipping space.

With a view, therefore, to supplementing Article 2 [II] and Article 6 [VI] of the Agreement of February 23, 1942, between our two Governments for the provisions of reciprocal aid, I have the honour to set forth below the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland of the principles and procedures applicable to the provision of aid by the Government of the United Kingdom of Great Britain and Northern Ireland to the armed forces of the United States and the manner in which such aid will be correlated with the maintenance of those forces by the United States Government.

<sup>1</sup> See also footnote 1, p. 603.

<sup>2</sup> EAS 236, *ante*, vol. 3, p. 697.

<sup>3</sup> EAS 241, *ante*, p. 603.

1. While each Government retains the right of final decision, in the light of its own potentialities and responsibilities, decisions as to the most effective use of resources shall, so far as possible, be made in common, pursuant to common plans for winning the war.

2. As to financing the provision of such aid, within the fields mentioned below, it is the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland that the general principle to be applied, to the point at which the common war effort is most effective, is that as large a portion as possible of the articles and services which each Government may authorize to be provided to the other shall be in the form of reciprocal aid so that the need of each Government for the currency of the other may be reduced to a minimum.

It is accordingly the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland that the United States Government will provide, in accordance with the provisions of, and to the extent authorized under, the Act of March 11, 1941,<sup>4</sup> the share of its war production made available to the United Kingdom. The Government of the United Kingdom will provide on the same terms and as reciprocal aid so much of its war production made available to the United States as it authorizes in accordance with the Agreement of February 23, 1942.

3. The Government of the United Kingdom will provide the United States or its armed forces with the following types of assistance as such reciprocal aid, when it is found that they can most effectively be procured in the United Kingdom or in the British Colonial Empire:

(a) Military equipment, munitions and military and naval stores.

(b) Other supplies, materials, facilities and services for the United States forces, except for the pay and allowances of such forces, administrative expenses, and such local purchases as its official establishments may make other than through the official establishments of the Government of the United Kingdom as specified in paragraph 4.

(c) Supplies, materials and services needed in the construction of military projects, tasks and similar capital works required for the common war effort in the United Kingdom or in the British Colonial Empire, except for the wages and salaries of United States citizens.

(d) Supplies, materials and services needed in the construction of such military projects, tasks and capital works in territory other than the United Kingdom or the British Colonial Empire or territory of the United States to the extent that the United Kingdom or the British Colonial Empire is a more practicable source of supply than the United States or another of the United Nations.

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<sup>4</sup> 55 Stat. 31.

4. The practical application of the principles formulated in this note, including the procedure by which requests for aid by either Government are made and acted upon, shall be worked out as occasion may require by agreement between the two Governments, acting when possible through their appropriate military or civilian administrative authorities. Requests by the United States Government for such aid will be presented by duly authorized authorities of the United States to official agencies of the United Kingdom which will be designated or established in London and in the areas where United States forces are located for the purpose of facilitating the provision of reciprocal aid.

5. It is the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland that all such aid, as well as other aid, including information, received under Article 6 of the Agreement of February 23, 1942, accepted by the President of the United States or his authorized representatives from the Government of the United Kingdom will be received as a benefit to the United States under the Act of March 11, 1941. In so far as circumstances will permit, appropriate record of aid received under this arrangement, except for miscellaneous facilities and services, will be kept by each Government.

If the Government of the United States concurs in the foregoing, I would suggest that the present note and your reply to that effect be regarded as placing on record the understanding of our two Governments in this matter.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

HALIFAX

The Honourable  
CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*September 3, 1942*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date concerning the principles and procedures applicable to the provision of aid by the Government of the United Kingdom of Great Bri-

tain and Northern Ireland to the armed forces of the United States of America.

In reply I wish to inform you that the Government of the United States agrees with the understanding of the Government of the United Kingdom of Great Britain and Northern Ireland as expressed in that note. In accordance with the suggestion contained therein, your note and this reply will be regarded as placing on record the understanding between our two Governments in this matter.

This further integration and strengthening of our common war effort gives me great satisfaction.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

*Secretary of State of the  
United States of America*

His Excellency

The Right Honorable

The Viscount HALIFAX, K.G.,

*British Ambassador.*

## MILITARY SERVICE

*Exchanges of notes at Washington March 30, April 29, June 9, and  
September 30, 1942*

*Entered into force April 30, 1942*

*Terminated March 31, 1947*<sup>1</sup>

56 Stat. 1906; Executive Agreement Series 307

*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>2</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 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

<sup>1</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

<sup>2</sup> 54 Stat. 885.

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 British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
*April 29th, 1942*

83/320/42  
No. 280

SIR,

I have the honour to refer to your note of March 30th in regard to the application of the Selective Training and Service Act to British subjects residing in the United States.

2. His Majesty's Government are in sympathy with the objects of the proposal contained in your note, and will be glad to see the régime made effective immediately. As regards the stipulations set forth in the fifth paragraph of that note, His Majesty's Government in the United Kingdom agree to stipulations (a) and (c) without qualifications, and are glad to give the required assurances. As regards stipulation (b), His Majesty's Government will grant reciprocal treatment to American citizens in the United Kingdom; further information in regard to the arrangements for American citizens of military age in the United Kingdom will be supplied shortly. American citizens now serving in the Royal Navy who wish to transfer will be released unconditionally. American citizens now serving in the British Army will be allowed to resign their Commissions or take their discharge if the United States Military authorities in the United Kingdom are prepared to accept them. On discharge they will be given into the charge of the United States Military authorities in the United Kingdom, to be enlisted into the United States forces. United States citizens serving in the Royal Air Force will be treated in accordance with arrangements which have been agreed upon by the Air Ministry, the Royal Canadian Air Force and the American

Military Mission in London. The State Department is doubtless aware of these arrangements. They will be put into effect by an Air Ministry order which will shortly be issued, of which the following is a summary:

1. The application must be made in writing within fifteen days of the publication of the order.

2. No guarantee can be given whether or when the transfer will be effected. The efficiency of the war effort of the United Nations as a whole is the first consideration.

3. Transfers will be allowed only to suitable vacancies in United States forces which may be stationed in the country in which the men are serving, since shipping difficulties preclude transfers involving sea passages.

4. The transfer will be subject to the report of a Medical Board and interview by the United States Army authorities.

5. His Majesty's Government in the United Kingdom trust that the above arrangements, which apply to former American citizens who may have lost their citizenship as the result of having taken an Oath of Allegiance as well as to American citizens in the full sense of the word, will be regarded by the United States authorities as satisfying the stipulations of the fifth paragraph of your note under reply, and will thus enable the régime described in that note to be brought into effect.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble servant,

HALIFAX

The Honourable

CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

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*The British Ambassador to the Secretary of State*

No. 282

His Majesty's Ambassador presents his compliments to the Secretary of State, and with reference to his note to Mr. Hull of April 29th on the subject of the application of the Selective Training and Service Act to British subjects in the United States, has the honour to inform the Department that a bill will shortly be introduced in Parliament to enable the United Kingdom National Service Acts to be applied to Allied Nationals who do not join their National Forces within a reasonable period or hold a certificate of exemption from military service issued by their own Government.

The primary object of this bill is to deal with refractory Nationals in the United Kingdom of Allied countries whose governments are established there and who refuse to comply with calling up notices from those govern-

ments, since His Majesty's Government, like the United States Government, are unwilling to allow the enforcement in the United Kingdom of foreign conscription laws. In pursuance of the general policy towards Allied Governments this legislation will however only be applied to specific Allied nationalities with the concurrence of respective Allied government.

The numbers of United States citizens of military age in the United Kingdom available for military service must be very small, but His Majesty's Government presume that on the basis of that reciprocity which they favour in this matter United States Government will wish the proposed legislation to be applied eventually to United States citizens. If this presumption is confirmed it is suggested that the Foreign Office should show the text of the bill to the United States Embassy in London and should discuss its details with them.

BRITISH EMBASSY,  
WASHINGTON, D.C.  
*April 29th, 1942.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE,  
WASHINGTON  
*June 9, 1942*

EXCELLENCY:

I have the honor to advise you that the competent authorities of this Government consider your two notes of April 29, 1942, relative to the application of the United States Selective Training and Service Act of 1940, as amended, to British subjects 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 Great Britain and the War Department and the Selective Service System have been so advised.

The procedure contemplated to enable non-declarant British subjects and nationals residing in the United States to be enrolled in the British 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>3</sup> from the National Headquarters of the Selective Service System to all state directors. It is contemplated that this same procedure will be applicable to the nationals of any country with which an agreement on this subject may be concluded.

It is understood that certain specific agreement must be reached between the armed forces of our two Governments, particularly with reference to

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<sup>3</sup> Not printed.

the transfer of individuals from the armed forces of the United Kingdom to the armed forces of the United States.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

Enclosure:

Memorandum, May 2, 1942.

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.*

## 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*

[For text, see EAS 308, *ante*, vol. 8, p. 1209, INDIA.]

## JURISDICTION OVER PRIZES

*Exchange of notes at London October 1 and November 3, 1942*  
*Reciprocity proclaimed by the President of the United States January 30,*  
*1943*<sup>1</sup>

*Entered into force January 30, 1943*  
*Expired at conclusion of World War II*

58 Stat. 1207; Executive Agreement Series 393

*The American Embassy to the British Foreign Office*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*London, October 1, 1942*

MY DEAR WARD,

With reference to your letter of March 18, 1942 (No. W 2555/247/49), to Shantz concerning the proposed legislation to enlarge the jurisdiction of the United States Courts in certain cases of prize, I wish to inform you that Public Law 704—77th Congress, enacted to facilitate the disposition of prizes captured by the United States during the present war, and for other purposes, was approved on August 18, 1942. A copy of the Act is enclosed.<sup>2</sup>

This Act, it will be noted, relates only to prizes captured during the present war.

The special prize commissioners which the district courts of the United States are authorized to appoint may exercise abroad the duties which are prescribed by Law for such commissioners and such additional duties as the district courts may confer on them for carrying out the purposes of the Act. The duties of prize commissioners are set out in Title 34 U.S.C. Section 1138 which reads as follows:

“§ 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

<sup>1</sup> 57 Stat. 729.

<sup>2</sup> See 56 Stat. 746.

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."

Upon the receipt from your Government of the consent required by Section 3 of the Act, the Government of the United States will take appropriate measures in accordance with Section 7 of the Act to confer reciprocal privileges with respect to prizes upon your Government.

Yours sincerely,

W. J. GALLMAN

Enclosure-cited.

J. G. WARD, Esquire,  
*Foreign Office, London.*

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*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W. 1.

No. W 13225/279/49.

3rd November, 1942

YOUR EXCELLENCY,

At the request of the United States Government, consideration has been given by His Majesty's Government in the United Kingdom to the position in regard to prizes taken by United States naval forces in foreign waters far removed from a United States port and taken into a British port.

2. I have the honour to inform you that His Majesty's Government in the United Kingdom have taken note that Section 1 of Public Law 704—77th

Congress, which relates only to prizes captured during the present war provides that:

“the district courts shall have original jurisdiction of all prizes captured during the present war on the high seas if said capture was made by authority of the United States or was adopted and ratified by the President of the United States and the prize was brought into the territorial waters of a cobelligerent or was taken or appropriated for the use of the United States on the high seas or in such territorial waters, including jurisdiction of all proceedings for the condemnation of such property taken as prize”.

3. His Majesty's Government in the United Kingdom have also taken note that Section 3 of the same Law provides that:

“the jurisdiction of prizes brought into the territorial waters of a cobelligerent shall not be exercised under authority of this Act, nor shall prizes be taken or appropriated within such territorial waters for the use of the United States, unless the government having jurisdiction over such territorial waters consents to the exercise of such jurisdiction or to such taking or appropriation.”

4. I should be grateful if Your Excellency would be so kind as to acquaint your government that His Majesty's Government in the United Kingdom hereby give the consent referred to in Section 3 above quoted in respect of the United Kingdom and Sierra Leone.

5. His Majesty's Government in the United Kingdom have been glad to observe that the government of the United States is ready to take appropriate measures, in accordance with Section 7 of the Act, to confer upon them reciprocal facilities with respect to prizes.

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

(For the Secretary of State)

C. E. STEEL

His Excellency

The Honourable

JOHN GILBERT WINANT,

*etc., etc., etc.,*

*1 Grosvenor Square,*

*W. 1.*

# CLAIMS: MARINE TRANSPORTATION AND LITIGATION (KNOCK-FOR-KNOCK AGREEMENT)

*Agreement and exchange of notes signed at London December 4, 1942*

*Entered into force December 4, 1942*

*Modified by agreements of March 25 and May 7, 1946,<sup>1</sup> and June 17  
and 27, 1947<sup>2</sup>*

56 Stat. 1780; Executive Agreement Series 282

## AGREEMENT

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland being desirous of defining, in so far as certain problems of marine transportation and litigation are concerned, the manner in which shall be provided mutual aid in the conduct of the war including the aid contemplated by the Agreements concluded between them at Washington on the 23rd February, 1942,<sup>3</sup> and the 3rd September, 1942,<sup>4</sup> have agreed as follows:

## ARTICLE 1

(1) Each contracting Government agrees to waive all claims arising out of or in connection with negligent navigation or general average in respect of any cargo or freight owned by such Government and in respect of any vessel (including naval vessel) owned by such Government against the other contracting Government or any cargo, freight or vessel (including naval vessel) owned by such other Government or against any servant or agent of such other Government or in any case where such other Government represents that such claim if made would ultimately be borne by such other Government.

(2) Each contracting Government agrees on behalf of itself and of any organisation which is owned or controlled by it and operating for its account or on its behalf to waive all claims for salvage services against the other con-

<sup>1</sup> TIAS 1558, *post*, p. 792.

<sup>2</sup> TIAS 1636, *post*, p. 818.

<sup>3</sup> EAS 241, *ante*, p. 603.

<sup>4</sup> EAS 270, *ante*, p. 617.

tracting Government or against any cargo, freight or vessel (including naval vessel) owned by such other Government or in any case where such other Government represents that such salvage claim if made would ultimately be borne by such other Government.

(3) Each contracting Government agrees to waive all claims for loss of or damage to cargo owned by such Government and arising out of the carriage thereof or for loss of or damage to any cargo or vessel owned by one contracting Government and caused by the shipment or carriage of cargo owned by the other contracting Government against such other Government or against any servant or agent of such other Government or against any vessel (including naval vessel) owned by such other Government or in any case where such other Government represents that the claim if made would ultimately be borne by such other Government.

(4) Each contracting Government undertakes not to make any claim in respect of any vessel or cargo insured by it to which it may be entitled by virtue of any right of subrogation either—

- (a) directly against the other contracting Government; or
- (b) in any case where such other Government represents that such claim if made would ultimately be borne by such other Government.

(5) Each contracting Government agrees to extend the principles of this Agreement to such other maritime claims as may from time to time be agreed between them.

## ARTICLE 2

Where in any case claims arise which are not required to be waived by this Agreement in addition to or in conjunction with claims which are so required to be waived and it is necessary in any proceedings including proceedings for the limitation of liability that claims be marshalled or for the proper assessment of any salvage or general average that values should be estimated, the provisions of this Agreement shall not apply but claims which would otherwise be required to be waived under this Agreement shall be asserted. Any recoveries, however, shall be waived by the Government entitled to such recoveries or at the option of such Government shall be dealt with in such other way as will give effect to the purposes of this Agreement.

## ARTICLE 3

(1) For the purpose of this Agreement the expression "vessel owned by a contracting Government" includes a vessel on bare boat charter to a contracting Government or requisitioned by a contracting Government on bare boat terms or otherwise in the possession of a contracting Government (except to the extent that the risk of loss or liability is borne by some person other than either contracting Government).

(2) In order to carry out the full intention of the provisions of Article 1

of this Agreement each contracting Government will so arrange in connection with bare boat charters to it that the owners or persons interested through such owners shall not have or assert any claims of the character specified in Article 1.

#### ARTICLE 4<sup>5</sup>

Each contracting Government upon the request of the other will provide undertakings for the release of vessels or cargo owned by the other contracting Government from judicial proceedings in Courts in the United States of America or in the United Kingdom as the case may be where such release will promote the war effort and the requesting Government so represents, upon compliance with the following conditions:

(a) upon the tender of such request due authority will be conferred by the Government interested in such vessel or cargo upon the law officers of the Government furnishing the undertaking to appear on their behalf and to conduct the defence of such proceedings in so far as such vessel or cargo is concerned, to settle or compromise any such suit, to assert or settle and compromise any claim to which the requesting Government may be entitled in respect of the subject-matter of the suit and to make and receive payments in respect thereof; and

(b) the requesting Government upon tendering such a request will assure the other Government of its full co-operation in making defence to such suit and asserting such claims including the making available of witnesses and evidence and including preparation for trial.

Unless otherwise agreed, each contracting Government will reimburse or account to the other for any payment made or received by the one Government on behalf of the other.

#### ARTICLE 5

Nothing in this Agreement shall be construed as a waiver of the right of either contracting Government in appropriate cases to assert sovereign immunity.

#### ARTICLE 6

(1) This Agreement, which shall come into force on the date of signature, shall apply in respect of all claims arising before the date of this Agreement but remaining unsettled at such date or which may arise during the currency of this Agreement.

(2) This Agreement shall remain in force until the expiration of six months from the date upon which either of the contracting Governments shall have given notice in writing of their intention to terminate it.

<sup>5</sup> For an understanding relating to art. 4, see exchange of notes, p. 634.

IN WITNESS WHEREOF the undersigned, duly authorised to that effect by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE in London in duplicate, this fourth day of December, 1942.

JOHN G. WINANT [SEAL]  
ANTHONY EDEN [SEAL]

EXCHANGE OF NOTES

*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA,  
*December 4, 1942*

No. 2253

SIR:

With reference to Article IV [4] of the agreement signed today between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America relating to certain problems of maritime transportation and litigation, I have the honor to state that for the present and until further notice it is the intention of my Government that the accounting contemplated by that Article will be accomplished under the Act of Congress of March 11, 1941<sup>6</sup> to the extent authorized under that Act.

Accordingly, the Government of the United States will in appropriate cases make such payments as are necessary in the course of operations under the agreement according to its procedure in the administration of that Act and will receive any moneys which may accrue in the course of such operations as a benefit under that Act and Article VI of the agreement between our two Governments dated February 23, 1942.

Accept, Sir, the renewed assurances of my highest consideration.

JOHN G. WINANT

The Right Honorable

ANTHONY EDEN, M.C., M.P.,

*Secretary of State for Foreign Affairs,*

*Foreign Office, S.W. 1.*

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<sup>6</sup> 55 Stat. 31.

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W. 1.

*4th December, 1942*

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your note of to-day's date referring to Article IV of the agreement signed to-day between our two Governments relating to certain problems of marine transportation and litigation. In reply I wish to state that for the present and until further notice my Government intends that the accounting required by Article IV shall be on the same basis as the payments contemplated in Your Excellency's note and that the Government of the United Kingdom will make any payments required by the agreement and receive any moneys accruing under it as reciprocal aid according to the terms of the agreement between our two Governments dated the 23rd February, 1942.

I have the honour to be with the highest consideration,

Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency

The Honourable

JOHN G. WINANT,

*etc., etc., etc.,*

*1, Grosvenor Square,*

*W. 1.*

## INDUSTRIAL DIAMONDS

*Agreement and exchange of notes signed for Canada, the United Kingdom, and the United States at London March 26, 1943*

*Entered into force March 26, 1943*

*Terminated June 2, 1946*

[For text, see EAS 317, *ante*, vol. 3, p. 755.]

## APPORTIONING OF SUPPLIES OF AFRICAN ASBESTOS

*Exchange of notes at London April 30, 1943, with memorandum of  
understanding signed January 6, 1943*

*Entered into force April 30, 1943*

*Terminated June 2, 1946<sup>1</sup>*

57 Stat. 1024; Executive Agreement Series 332

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W. 1.

*30th April, 1943*

No. U 954/301/71

YOUR EXCELLENCY,

On the 6th January negotiations between the Ministry of Supply of the United Kingdom and the Board of Economic Warfare and the Metals Reserve Company of the United States relative to the apportioning of supplies of African asbestos were brought to a conclusion by the signing on their behalf of a Memorandum of Understanding, a copy of which I have the honour to transmit to Your Excellency herewith.

2. In response to the desire which I understand is shared by the Government of the United States of America, that the arrangement should be formally adopted by the two Governments, I have the honour to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland approve of the principles contained in the Memorandum of Understanding annexed hereto and are willing to give effect to the provisions thereof, subject only to the understanding that the expression "cessation of hostilities" in Article II [11] of the annexed Memorandum means the date of the signing of the latest general armistice suspending general hostilities between the United Kingdom and the United States of America on the one hand and any of the Powers with which they are now at war on the other, or such later date as may be agreed between the two contracting Governments.

3. If the Government of the United States are likewise prepared to give effect to this arrangement on these terms, the present note and your reply

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<sup>1</sup> Nine months after armistice with Japan (see art. 11).

to that effect will serve to place on record the understanding between the two Governments in this matter.

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency

The Honourable

JOHN G. WINANT,

*etc., etc., etc.,*

*1, Grosvenor Square, W. 1.*

MEMORANDUM OF UNDERSTANDING

6TH JANUARY, 1943

*1. Statement of Principle*

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland agree so to regulate the importation of African asbestos and take such other practicable steps as to apportion supplies in accordance with the following principles:

(a) Where 1943 production is adequate supplies will be so apportioned as to enable each of the Governments to create, by 1st January, 1944, stocks (whether privately or publicly owned) of each grade of asbestos equivalent to one year's consumption.

(b) Where 1943 production of a particular kind of asbestos is inadequate to achieve this objective, the apportionment of available supplies shall be made with reference to the relative importance to the war production programmes of the respective Governments of the uses of that asbestos. It is agreed, therefore, that the requirements of H.M.G. in U.K. for supplies of blue M.S. and S. asbestos shall be given prior consideration and, conversely, that requirements of the U.S.G. for supplies of amosite shall be given prior consideration.

(c) Necessary requirements of the other friendly nations for raw African asbestos fibre (as stated in the Appendices) shall be met to the extent of available supplies.

(d) When, as a result of inadequate supplies, the requirements of either Government are not fully met in any grade, such Government may, at its option and in agreement with the other Government, secure equivalent quantities of other grades by way of replacement for its reserve, if there are available surpluses after essential war requirements have been met.

(e) Any surpluses of available 1943 supplies remaining after meeting the stock-pile objectives of U.S.G. and H.M.G. after meeting the necessary

requirements of other nations and after providing for such additional quantities as may be secured by the respective Governments pursuant to sub-paragraph (d) above shall be apportioned between the U.S.G. and H.M.G. in U.K. in proportion to the estimated consumption in the U.S. and the U.K.

(f) Available supplies in 1944 and thereafter shall be apportioned between the U.S.G. and H.M.G. in U.K. in proportion to the estimated consumption in the U.S. and the U.K. after allowing for quantities in stock or estimated to be in stock at 31st December, 1943, and allowing for the necessary requirements of friendly nations.

(g) The nominal requirements of the U.S.G. for blue A and C asbestos shall be met in full in 1943.

(h) In apportioning the various types of chrysotile asbestos within any particular grade (as for example in apportioning quantities of C. and G.2, H.V.L.2 and V.R.A.2) consideration shall be given to the interchangeability of the grades in the U.K. and to the unfamiliarity of the U.S. manufacturing companies with grades other than C. and G. The U.S.G. will in 1943 use its best efforts to induce the manufacturers to run manufacturing tests to ascertain the interchangeability and usability of grades other than C. and G. The U.S.G. and H.M.G. will encourage the full interchange of technical information. Any limitation of the quantities of V.R.A. or H.V.L. grades which may be delivered to the U.S.A. in 1943 is agreed without prejudice to the producers' claim that these grades are fully interchangeable with the C. & G. grades.

## *2. Apportionment of Supplies*

Appendix 1 sets forth the agreed apportionment of supplies between U.S.A., U.K., the Empire and neutral destinations. This apportionment has been calculated in accordance with the principles set forth in paragraph 1.

3. Insofar as the requirements of the U.K. for African asbestos have been stated on the assumption of the continuance as hitherto of Canadian supplies, the respective Governments agree that the apportionments are subject to review in the event that adequate supplies of Canadian fibre are not forthcoming.

## *4. Assurances of Blue Production*

In view of the real shortage in supplies of blue M.S. and S. grades, all practicable steps will be taken to increase blue M.S. and S. production to levels adequate to provide for the current essential requirements of the U.S. and the U.K. and, if possible, to provide for minimum reserve stocks.

## *5. Assurance of Chrysotile, (C. and G.) Production*

In view of the high importance attached by users for important war production to the C. and G.1 and 2 grades, the production of these grades will

be closely watched and every effort made to secure maintenance of production at an adequate level.

6. *Exchange of Information*

(a) *Information Furnished by U.S.G.*

The U.S.G. undertakes to furnish to H.M.G. within 60 days after the end of each three months' period a statement, by grades, of the receipts, consumption and stocks of African asbestos in the United States and of afloats and sinkings. The first such statement shall be made as of 31st December, 1942.

(b) *Information Furnished by H.M.G.*

H.M.G. in U.K. undertakes to furnish to the U.S.G. within 60 days after the end of each three months' period a statement, by grades, of the receipts, consumption and stocks of African asbestos in the United Kingdom and of afloats and sinkings. The first such statements shall be made as of 31st December, 1942. Quarterly statements will also be furnished to the U.S.G. of mining production and African stocks of the African producers.

7. *Provision for Review of Apportionments*

Upon exchange of information as to receipts, consumption, stocks, afloats and sinkings, either Government may request a review of the apportionment in any grade of African asbestos, to bring the actual position into line with the principles set forth in paragraph 1.

8. *Appointment of Representatives*

The U.S.G. and H.M.G. in U.K. will appoint a representative each to recommend the re-apportionment outlined in paragraph 7 above, or to adjust difficulties of interpretation of this agreement which may arise from time to time.

9. *Agreements between Metals Reserve Company and Producing Companies*

H.M.G. in U.K. takes note of the agreements entered into between Metals Reserve Company on the one hand and Cape Asbestos Company and Raw Asbestos Distributors on the other dated 22nd December, 1942, and 18th December, 1942, respectively and finds them to be in accord with the spirit of this agreement. The U.S.G. undertakes to provide H.M.G. in U.K. with copies of such contracts and of any documents bearing on the interpretation or extension of those contracts.

10. *Provision for review by C.R.M.B.*

The terms of this Agreement are subject to any action which may be taken at any time by the C.R.M.B.

*11. Duration of Agreement*

Except by mutual consent, this agreement shall terminate nine months after the cessation of hostilities. The disposition of stocks remaining in the two countries shall be the subject of full and mutual discussion between U.S.G. and H.M.G. in U.K.

WM. STIX WASSERMAN, on behalf of  
Board of Economic Warfare  
Metals Reserve Co.

OLIVER S. FRANKS, on behalf of  
The Ministry of Supply.



## APPENDIX B

## Allocation of Surpluses shown in Appendix A

Grade	Surplus available for allocation	Allocation						
		To meet shortage of			Additional surplus divided equally		Total	
		Grade	U.K.	U.S.	U.K.	U.S.	To U.K.	To U.S.
C & G1	1,392	C & G2	322	189	440	441	762	630
C & G3	5,022}	Blue and	2,511	2,511	—	—	2,511	2,511
C & G4	6,069}	Amosite	3,034	3,035			3,034	3,035
							6,307	6,176
							12,483	

## APPENDIX C

Total Allocations as in Appendices  
A and B

Grade	U.K.	U.S.	Empire	Neutrals				Total
				South America	Spain	Portugal	Sweden	
C & G1	1,008	1,861	—	—	—	—	—	2,869
C & G2								
VRA 2	4,399	6,459	—	—	—	—	—	10,858
HVL 2								
C & G3								
VRA 3	11,608	18,746	15,195	2,000	3,000	1,600	500	54,649
HVL 3								
C & G4								
VRA 4	6,437	8,768	3,275	540	—	—	—	19,020
HVL 3xx								
Blue MS								
& S	3,740	4,510	—	—	—	—	—	8,250
Amosite								
All Grades	3,530	25,820	750	—	—	—	—	30,100

*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*London, April 30, 1943*

YOUR EXCELLENCY:

I thank you for your note of today's date relative to the apportioning of supplies of African asbestos, with which you transmitted a copy of a memorandum of understanding signed on January 6 last by representatives of the Ministry of Supply of the United Kingdom and the Board of Economic Warfare and the Metals Reserve Company of the United States.

In view of your assurance that the Government of the United Kingdom of Great Britain and Northern Ireland approves of the principles contained in the memorandum of understanding annexed to your letter, I have the honor to inform Your Excellency that the Government of the United States of America likewise approves of those principles and is willing to give effect to the provisions thereof. I also have the honor to inform Your Excellency that the Government of the United States of America concurs with your interpretation of the expression "cessation of hostilities" in Article II [11] of the memorandum of understanding.

Accept, Sir, the renewed assurance of my highest consideration.

JOHN G. WINANT  
*American Ambassador*

The Right Honorable

ANTHONY EDEN, M.C., M.P.,  
*Secretary of State for Foreign Affairs,  
Foreign Office, London.*

## ATOMIC ENERGY RESEARCH AND DEVELOPMENT

*Agreement signed at Quebec August 19, 1943*

*Entered into force August 19, 1943*

[For text, see 5 UST 1114; TIAS 2993.]

## JURISDICTION OVER PRIZES (INDIA)

*Exchange of notes at London June 10 and September 24, 1943, with proclamation by the President of the United States*

*Reciprocity proclaimed by the President of the United States November 28, 1943*

*Entered into force November 28, 1943*

*Expired at conclusion of World War II*

59 Stat. 1709; Executive Agreement Series 489

*The American Ambassador to the 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<sup>1</sup> 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, 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 purposes of Public

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<sup>1</sup> Agreement of Oct. 1 and Nov. 3, 1942 (EAS 393), *ante*, p. 628.

<sup>2</sup> See 56 Stat. 746.

<sup>3</sup> EAS 393, *ante*, p. 629.

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.*

Enclosure—cited.

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 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's 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.*

UNITED STATES PROCLAMATION <sup>4</sup>

## CAPTURE OF PRIZES

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

## A PROCLAMATION

WHEREAS the act of August 18, 1942, 56 Stat. 746, contains in part the following provisions:

*"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the district courts shall have original jurisdiction of all prizes captured during the present war on the high seas if said capture was made by authority of the United States or was adopted and ratified by the President of the United States and the prize was brought into the territorial waters of a cobelligerent or was taken or appropriated for the use of the United States on the high seas or in such territorial waters, including jurisdiction of all proceedings for the condemnation of such property taken as prize.*

*"Sec. 3. The jurisdiction of prizes brought into the territorial waters of a cobelligerent shall not be exercised under authority of this Act, nor shall prizes be taken or appropriated within such territorial waters for the use of the United States, unless the government having jurisdiction over such territorial waters consents to the exercise of such jurisdiction or to such taking or appropriation.*

*"Sec. 7. A cobelligerent of the United States which consents to the exercise of the jurisdiction herein conferred with respect to prizes of the United States brought into its territorial waters and to the taking or appropriation of such prizes within its territorial waters for the use of the United States shall be accorded, upon proclamation by the President of the United States, like privileges with respect to prizes captured under authority of such cobelligerent and brought into the territorial waters of the United States or taken or appropriated in the territorial waters of the United States for the use of such cobelligerent. Reciprocal recognition and full faith and credit shall be given to the jurisdiction acquired by courts of a cobelligerent hereunder and to all proceedings had or judgments rendered in exercise of such jurisdiction."*

WHEREAS the Government of India, a cobelligerent, has consented to the exercise of the jurisdiction conferred by the said act with respect to prizes of

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<sup>4</sup> 57 Stat. 729.

the United States brought into the territorial waters of India and to the taking or appropriation of such prizes within the territorial waters of India for the use of the United States:

NOW, THEREFORE, I, FRANKLIN D. ROOSEVELT, President of the United States of America, acting under and by virtue of the authority vested in me by the said act of August 18, 1942, do proclaim that the Government of India shall be accorded like privileges with respect to prizes captured under authority of the said Government and brought into the territorial waters of the United States or taken or appropriated in the territorial waters of the United States for the use of the said Government.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the city of Washington this 28<sup>th</sup> day of November, in the year of our Lord nineteen hundred and forty-three, and of the independence of the United States of America the one hundred and sixty-eighth.

FRANKLIN D. ROOSEVELT

By the President

CORDELL HULL

*Secretary of State*

## COPYRIGHT

*Exchange of notes at Washington March 10, 1944, with British Order  
in Council and proclamation by the President of the United States  
Entered into force March 10, 1944*

*Terminated December 29, 1950, by proclamation of May 26, 1950,<sup>1</sup>  
and exchange of notes of July 26, 1950<sup>2</sup>*

58 Stat. 1242; Executive Agreement Series 401

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.

*March 10th, 1944*

No. 144

MR. SECRETARY OF STATE,

The attention of His Majesty's Principal Secretary of State for Foreign Affairs has been invited to the Act of Congress of the United States of America approved 25th September, 1941,<sup>3</sup> which provides for extending, on a reciprocal basis, the time for the fulfilment of the conditions and formalities prescribed by the copyright laws of the United States in the case of authors or proprietors of works first produced or published abroad who are temporarily unable to comply with those conditions and formalities because of the disruption or suspension of the facilities essential for their compliance.

By direction of Mr. Eden, I write to inform you that, by reason of the existing emergency, British authors and copyright proprietors of certain of His Majesty's dominions, colonies and possessions and citizens of Palestine (excluding Trans-Jordan) do at present lack, and since the outbreak of the war between the United Kingdom and Germany on September 3rd, 1939, have lacked the facilities essential to compliance with and to the fulfilment of the conditions and formalities established by the laws of the United States relating to copyright.

It is the desire of His Majesty's Government in the United Kingdom that, in accordance with the procedure provided in the said Act of September 25th, 1941, the time for fulfilling the conditions and formalities of the copyright

<sup>1</sup> 15 *Fed. Reg.* 3443.

<sup>2</sup> Not printed.

<sup>3</sup> 55 Stat. 732.

laws of the United States be extended for the benefit of (1) British nationals of the United Kingdom of Great Britain and Northern Ireland and of the British territories named in the annexed list, and (2) citizens of Palestine (excluding Trans-Jordan), whose works are eligible to copyright in the United States.

With a view to assuring the Government of the United States of America of reciprocal protection for authors and proprietors of the United States, His Majesty the King has made an Order in Council, the text of which is annexed hereto, which will come into effect from the date on which the President of the United States shall proclaim, in accordance with the said Act of September 25th, 1941 that by reason of the existing emergency, British nationals of the United Kingdom of Great Britain and Northern Ireland and of the British territories named in the annexed list, and citizens of Palestine (excluding Trans-Jordan), who are authors or copyright owners of works first produced or published outside the United States and now subject to copyright, *ad interim* copyright or renewal of copyright under the laws of the United States, are at present and since the outbreak of war between the United Kingdom and Germany on September 3rd, 1939, have been temporarily unable to comply with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States.

His Majesty's Government in the United Kingdom are prepared if this proposal is acceptable to the Government of the United States of America, 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.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble servant,

HALIFAX

The Honourable

CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

British India	Ceylon
British Burma	Cyprus
Southern Rhodesia	Falkland Islands and Dependencies
Aden Colony	Fiji
Bahamas	Gambia (Colony and Protectorate)
Barbados	Gibraltar
Basutoland	Gilbert and Ellice Islands Colony
Bechuanaland Protectorate	Gold Coast
Bermuda	(a) Colony
British Guiana	(b) Ashanti
British Honduras	(c) Northern Territories
British Solomon Islands Protectorate	Hong Kong

Jamaica (including Turks and Caicos Islands and the Cayman Islands)	Palestine (excluding Trans-Jordan)
Kenya (Colony and Protectorate)	St. Helena and Ascension
Leeward Islands	Seychelles
Antigua	Sierra Leone (Colony and Protectorate)
Montserrat	Somaliland (Protectorate)
St. Christopher and Nevis	Straits Settlements
Virgin Islands	Swaziland
Malta	Trans-Jordan
Mauritius	Trinidad and Tobago
Nigeria	Uganda Protectorate
(a) Colony	Windward Islands
(b) Protectorate	Dominica
Northern Rhodesia	Grenada
Nyasaland Protectorate	St. Lucia
	St. Vincent

## THE COPYRIGHT (UNITED STATES OF AMERICA) ORDER, 1942

No. 1579

At the Court of Buckingham Palace, the 6th day of August, 1942.

PRESENT,

The King's Most Excellent Majesty.

Lord President  
Lord Macmillan

Secretary Sir Archibald Sinclair  
Mr. Williams

Whereas by reason of conditions arising out of the war difficulties have been experienced by citizens of the United States of America in complying with the requirements of the Copyright Act, 1911<sup>4</sup>, as to first publication within the parts of His Majesty's dominions to which the Act extends of their works first published in the United States of America during the war:

And whereas His Majesty is advised that the Government of the United States of America has undertaken to grant such extension of time as may be deemed appropriate for the fulfilment of the conditions and formalities prescribed by the laws of the United States with respect to the works of British subjects first produced or published outside the United States and subject to copyright or to renewal of copyright under the laws of the United States including works subject to ad interim copyright:

And whereas by reason of the said undertaking of the Government of the United States of America His Majesty is satisfied that the said Government has made, or has undertaken to make, such provision as it is expedient to require for the protection of works first made or published during the

<sup>4</sup> 1 & 2 Geo. 5. c. 46. [Footnote in original.]

period commencing on the 3rd day of September, 1939, and ending one year after the termination of the present war within the parts of His Majesty's dominions to which this Order applies and entitles to copyright under Part I of the Copyright Act, 1911:

And whereas by the Copyright Act, 1911, authority is conferred upon His Majesty to extend, by Order in Council, the protection of the said Act to certain classes of foreign works within any part of His Majesty's dominions, other than the self-governing Dominions, to which the Act extends:

And whereas by reason of these premises it is desirable to provide protection within the parts of His Majesty's dominions to which this Order applies for literary or artistic works first published in the United States of America during the period commencing on the 3rd day of September, 1939, and ending one year after the termination of the present war which have failed to accomplish the formalities prescribed by the Copyright Act, 1911, by reason of conditions arising out of the war:

Now, therefore, His Majesty, by and with the advice of His Privy Council, and by virtue of the authority conferred upon Him by the Copyright Act, 1911, and of all other powers enabling Him in that behalf, is pleased to direct and doth hereby direct as follows:

1. The Copyright Act, 1911, shall, subject to the provisions of the said Act and of this Order, apply to works first published in the United States of America during the period commencing on the 3rd day of September, 1939, and ending one year after the termination of the present war, which have not been republished in the parts of His Majesty's dominions to which this Order applies within fourteen days of the publication in the United States of America, in like manner as if they had been first published within the parts of His Majesty's dominions to which the said Act extends:

Provided that the enjoyment by any such work of the rights conferred by the Copyright Act, 1911, shall be conditional upon publication of the work within the parts of His Majesty's dominions to which this Order relates not later than one year after the termination of the present war, and shall commence from and after such publication, which shall not be colourable only, but shall be intended to satisfy the reasonable requirements of the public.

2. The provisions of Section 15 of the Copyright Act, 1911, as to the delivery of books to libraries, shall apply to works to which this Order relates upon their publication in the United Kingdom.

3. Nothing in this Order shall be construed as depriving any work of any rights which have been lawfully acquired under the provisions of the Copyright Act, 1911, or any Order in Council thereunder.

4. Where any person has, before the commencement of this Order taken any action whereby he has incurred any expenditure or liability in connection with the reproduction or performance of any work which at the time was lawful, or for the purpose of or with a view to the reproduction or perform-

ance of a work at a time when such reproduction or performance would, but for the making of this Order, have been lawful, nothing in this Order shall diminish or prejudice any rights or interest arising from or in connexion with such action which were subsisting and valuable at the said date, unless the person who by virtue of this Order becomes entitled to restrain such reproduction or performance agrees to pay such compensation as, failing agreement, may be determined by arbitration.

5. The Interpretation Act, 1889 <sup>5</sup>, shall apply to the interpretation of this Order as if it were an Act of Parliament.

6. This Order may be cited as the Copyright (United States of America) Order, 1942.

7. This Order shall come into operation on the date of its publication in the London Gazette, which day is in this Order referred to as the Commencement of this Order.

E. C. E. LEADBITTER

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*March 10, 1944*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date in which you refer to the Act of Congress approved September 25, 1941 which authorizes the President to extend by proclamation the time for compliance with the conditions and formalities prescribed by the copyright laws of the United States of America with respect to works first produced or published outside the United States of America and subject to copyright under the laws of the United States of America when the authors or proprietors of such works are unable to comply with those conditions and formalities because of the disruption or suspension of the facilities essential to such compliance.

You state that by reason of the existing emergency authors and copyright proprietors who are British nationals and authors and proprietors who are citizens of Palestine (excluding Trans-Jordan) do at present lack, and since the outbreak of the war between the United Kingdom and Germany on September 3, 1939, have lacked the facilities essential to compliance with and fulfilment of the conditions and formalities established by the laws of the United States of America relating to copyright.

You express the desire of His Majesty's Government in the United Kingdom that, in accordance with the procedure provided in the Act of Septem-

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<sup>5</sup> 52 & 53 Vict. c. 63. [Footnote in original.]

ber 25, 1941, the time for fulfilling the conditions and formalities of the copyright laws of the United States of America be extended for the benefit of (1) authors and copyright proprietors who are British nationals of the United Kingdom of Great Britain and Northern Ireland and of the British territories named in the list annexed to Your Excellency's note and (2) authors and copyright proprietors who are citizens of Palestine (excluding Trans-Jordan), whose works are eligible to copyright in the United States of America. You add that with a view to assuring the Government of the United States of America of reciprocal protection for authors and copyright proprietors of the United States of America, His Majesty the King has made an Order in Council, the text of which accompanies your note under acknowledgment, which will come into effect from the date on which the President of the United States of America shall proclaim, in accordance with the Act of September 25, 1941 that by reason of the existing emergency British nationals of the United Kingdom of Great Britain and Northern Ireland and of the British territories named in the said list and citizens of Palestine (excluding Trans-Jordan) who are authors or copyright proprietors of works first produced or published outside the United States of America and which are subject to copyright, *ad interim* copyright or renewal of copyright under the laws of the United States of America, are at present and since September 3, 1939 have been temporarily unable to comply with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America.

You further state that His Majesty's Government in the United Kingdom are prepared, if this proposal should be accepted by the Government of the United States of America, to regard the note under acknowledgment and this Government's reply thereto to that effect as constituting an agreement between the two Governments which shall take effect this day.

I have the honor to inform Your Excellency that, with a view to giving effect to the commitment proposed in the note under acknowledgment, the President has issued today a proclamation, a copy of which is annexed hereto, declaring and proclaiming pursuant to the provisions of the aforesaid Act to September 25, 1941 on the basis of the assurances set forth in Your Excellency's note and the Order in Council annexed thereto, that as regards (1) works subject to copyright under the laws of the United States of America, including works eligible to *ad interim* copyright, which were first produced or published outside the United States of America on or after September 3, 1939 by British nationals of the United Kingdom of Great Britain and Northern Ireland and of the British territories named in the aforesaid list, and by the citizens of Palestine (excluding Trans-Jordan); and (2) works of the same authors or copyright proprietors which were entitled to renewal of copyright on or after September 3, 1939, there existed and continues to exist such disruption or suspension of facilities essential to compliance with the conditions and formalities prescribed with respect to such works by the copyright

laws of the United States of America as to bring such works within the terms of the said Act of September 25, 1941 and that accordingly the time within which compliance with such conditions and formalities may take place is extended in respect of such works until the day on which the President of the United States of America shall, in accordance with the said Act, terminate or suspend the said declaration and proclamation, it being understood that the term of copyright in any case is not and cannot be altered or affected by the President's action and that the extension is subject to the proviso of the said Act of September 25, 1941 that no liability shall attach to persons having made lawful use of any work to which the proclamation relates prior to the effective date of that proclamation.

The Government of the United States of America accordingly considers the agreement in regard to such extension of time to be in effect as of today's date.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

Enclosure:

Copy of Proclamation

His Excellency

The Right Honorable

The Viscount HALIFAX, K.G.,

*British Ambassador.*

COPYRIGHT EXTENSION: UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND (INCLUDING CERTAIN BRITISH TERRITORIES) AND PALESTINE

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION <sup>6</sup>

WHEREAS by the act of Congress approved September 25, 1941, c. 421, 55 Stat. 732, the President is authorized, on the conditions prescribed in that act, to grant an extension of time for the fulfilment of the conditions and formalities prescribed by the copyright laws of the United States of America with respect to works first produced or published outside of the United States of America and subject to copyright or to renewal of copyright under the laws of the United States of America, including works subject to *ad interim* copyright, by nationals of countries which accord substantially equal treatment to citizens of the United States of America; and

WHEREAS His Britannic Majesty has issued an Order in Council, effective from this day, by the terms of which treatment substantially equal to that authorized by the aforesaid act of September 25, 1941, is accorded, within the British dominions, colonies, protectorates, and mandated territories to

<sup>6</sup> 58 Stat. 1129.

which that order applies, to literary and artistic works first produced or published in the United States of America; and

WHEREAS the aforesaid Order in Council applies to the United Kingdom of Great Britain and Northern Ireland, British India, British Burma, Southern Rhodesia, Aden Colony, Bahamas, Barbados, Basutoland, Bechuanaland Protectorate, Bermuda, British Guiana, British Honduras, British Solomon Islands Protectorate, Ceylon, Cyprus, Falkland Islands and Dependencies, Fiji, Gambia (Colony and Protectorate), Gibraltar, Gilbert and Ellice Islands Colony, Gold Coast ((a) Colony, (b) Ashanti, (c) Northern Territories), Hong Kong, Jamaica (including Turks and Caicos Islands and the Cayman Islands), Kenya (Colony and Protectorate), Leeward Islands (Antigua, Montserrat, St. Christopher and Nevis, Virgin Islands), Malta, Mauritius, Nigeria ((a) Colony, (b) Protectorate), Northern Rhodesia, Nyasaland Protectorate, Palestine (excluding Trans-Jordan), St. Helena and Ascension, Seychelles, Sierra Leone (Colony and Protectorate), Somaliland Protectorate, Straits Settlements, Swaziland, Trans-Jordan, Trinidad and Tobago, Uganda Protectorate, and Windward Islands (Dominica, St. Vincent, Grenada, St. Lucia); and

WHEREAS the aforesaid Order in Council is annexed to and is part of an agreement embodied in notes exchanged this day between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland; and

WHEREAS by virtue of a proclamation by the President of the United States of America dated April 9, 1910 (36 Stat. 2685), subjects of Great Britain and her possessions are, and since July 1, 1909, have been, entitled to the benefits of the act of Congress approved March 4, 1909, 35 Stat. 1075, relating to copyright, other than the benefits of section 1(e) of that act; and

WHEREAS by virtue of a proclamation by the President of the United States of America dated January 1, 1915 (38 Stat. 2044), the subjects of Great Britain and the British dominions, colonies, and possessions, with the exception of Canada, Australia, New Zealand, South Africa, and Newfoundland, are, and since January 1, 1915, have been, entitled to all the benefits of section 1(e) of the aforesaid act of March 4, 1909; and

WHEREAS by virtue of a proclamation by the President of the United States of America dated September 29, 1933 (48 Stat. 1713), citizens of Palestine (excluding Trans-Jordan) are, and since October 1, 1933, have been, entitled to all the benefits of the aforesaid act of March 4, 1909:

NOW, THEREFORE, I, Franklin D. Roosevelt, President of the United States of America, under and by virtue of the authority vested in me by the aforesaid act of September 25, 1941, do declare and proclaim:

That with respect to (1) works subject to copyright under the laws of the United States of America, including works eligible to *ad interim* copyright, which were first produced or published outside of the United States of America on or after September 3, 1939, by British nationals of the United Kingdom

of Great Britain and Northern Ireland and of the British territories to which the aforesaid Order in Council applies, or by citizens of Palestine (excluding Trans-Jordan); and (2) works of the same authors or copyright proprietors which were entitled to renewal of copyright under the laws of the United States of America on or after September 3, 1939, there existed and continues to exist such disruption or suspension of facilities essential to compliance with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States of America as to bring such works within the terms of the aforesaid act of September 25, 1941; and that accordingly the time within which compliance with such conditions and formalities may take place is hereby extended with respect to such works until the day on which the President of the United States of America shall, in accordance with that act, terminate or suspend the present declaration and proclamation.

It shall be understood that the term of copyright in any case is not and cannot be altered or affected by this proclamation, and that, as provided by the aforesaid act of September 25, 1941, no liability shall attach under the Copyright Act for lawful uses made or acts done prior to the effective date of this proclamation in connection with the above-described works, or in respect to the continuance for one year subsequent to such date of any business undertaking or enterprise lawfully undertaken prior to such date involving expenditure or contractual obligation in connection with the exploitation, production, reproduction, circulation, or performance of any such work.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the City of Washington this tenth day of March, in the year of our Lord one thousand nine hundred and forty-four, and of [SEAL] the Independence of the United States of America the one hundred and sixty-eighth.

FRANKLIN D. ROOSEVELT

By the President:

CORDELL HULL

*Secretary of State.*

## SETTLEMENT OF CLAIMS: DAMAGES RESULTING FROM ACTS OF ARMED FORCES PERSONNEL

*Exchange of notes at London February 29 and March 28, 1944; related  
note dated May 1, 1944*

*Entered into force March 28, 1944*

*Modified by agreement of March 27, 1946<sup>1</sup>*

*Paragraph 11 of annex superseded June 6, 1944, by agreement of Oc-  
tober 23, 1946, and January 23, 1947<sup>2</sup>*

61 Stat. 2728; Treaties and Other  
International Acts Series 1602

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W.1.

29th February, 1944

No. W 3151/150/64

YOUR EXCELLENCY,

I have the honour to refer to Your Excellency's note No. 3295 of the 19th January concerning the question of civil claims arising in tort against members of the United States forces in the United Kingdom.

2. As you are aware, His Majesty's Government have been reluctant to accept responsibility for these claims since to do so would involve payment by the British public of compensation for damage or injury sustained by the British public through the tortious acts of United Service personnel and might therefore seem undesirable on political grounds. They had therefore hoped that the arrangements previously made with His Majesty's Treasury Solicitor for the settlement of this matter could be maintained. They are, however, glad to note that the United States Government recognise that certain of the claims in question raise political issues and that the proposals now put forward are subject to the reserve that His Majesty's Government are not to be required to assume responsibility for claims which they regard as politically objectionable. In the light of this and recognising that the United States Government regard claims against the personnel of the armed forces of the United States in the line of duty to be part of the normal expenses of the

<sup>1</sup> TIAS 1509, *post*, p. 745.

<sup>2</sup> TIAS 1622, *post*, p. 805.

United States forces, His Majesty's Government are prepared to undertake certain responsibilities for the settlement of these claims on behalf of the United States Government as a reciprocal aid service. They assume that the United States Government for their part will be willing to make similar arrangements for the settlement of civil claims of like nature arising against members of His Majesty's Forces in the United States in the course of their duties. His Majesty's Government are, in the circumstances, able to assume these responsibilities only within certain limitations and conditions which are summarised in an Annex attached to this Note. An explanation of the more important of these will be given hereunder.

3. In the first place, His Majesty's Government find it necessary for administrative reasons to distinguish between claims which are now outstanding and claims which may arise in future. Your Excellency will appreciate that the British Claims Commission is already occupied with the settlement and payment of claims brought against members of His Majesty's Forces and that to take over a large accumulation of similar claims against members of the United States Forces would not only seriously interfere with the present work of the Commission but would also delay still further the settlement of claims against members of the United States Forces. Although, therefore, His Majesty's Government desire to render the fullest possible assistance to the United States authorities in this matter they have reluctantly decided that they can assume responsibility for the settlement on behalf of the United States Government of certain classes of claims against personnel of the United States armed forces only if such claims arise out of incidents occurring on or after the 20th March, 1944. These claims will be additional to claims arising from training manoeuvres of the United States Forces and from certain damage resulting from the operation of United States aircraft for which His Majesty's Government have already undertaken such a responsibility. His Majesty's Government are prepared to undertake the payment but not, for the reasons given above, the examination and settlement of certain claims which are now outstanding. Their proposals for the rapid settlement of these outstanding claims are set out in paragraph 12 of this Note.

4. It will be convenient if I first make certain observations about claims arising out of incidents occurring on or after the 20th March 1944. As I have indicated, His Majesty's Government would wish to reserve the right to refuse consideration of any claim where there are in their opinion good political reasons for doing so. Furthermore, His Majesty's Government feel it to be essential that they should have complete discretion and liberty of action in the means adopted for dealing with any claim to which the proposed arrangements would apply. The departments of His Majesty's Government, who would be charged with the settlement of such claims, are now responsible for the settlement of claims brought against members of His Majesty's Forces and it will clearly be necessary for them to settle claims against members of both forces as far as possible upon the same principles, within the same limitations,

and by the same methods. His Majesty's Government can for this reason only assume responsibility for the settlement of such claims against members of the United States Forces in the course of their military duties in the United Kingdom and Northern Ireland if these claims arise from

- (a) traffic accidents
- (b) accidental shootings
- (c) accidental explosions
- (d) loss of, or damage to, chattels in requisitioned premises occupied by United States Forces under arrangements made by His Majesty's Government Departments.

(e) certain other incidents (e.g. practice gunfire, fires in billets, etc.) where they would in certain circumstances accept claims had members of His Majesty's Forces been involved.

5. His Majesty's Government propose that the claims to which these arrangements will apply should normally be restricted to those brought by members of the public, although they might wish to include claims brought by members of His Majesty's Forces, including Dominion Forces and, in special circumstances, by members of the Allied Forces now in this country. Claims by United States nationals and members of the United States Forces would however be excluded for political reasons.

6. As I have stated, His Majesty's Government will wish to secure complete liberty of action in dealing with such claims. It is particularly necessary that this should be the case in determining

- (a) whether any claim falls within one or other of the above categories, and

- (b) whether or not, for the purposes of these arrangements (but for no other purpose), members of the United States Forces were acting in the course of their military duties at the time of any occurrence which might give rise to a claim.

Unless liberty of action is reserved on these matters, it will not be possible to secure equality as between claimants against members of His Majesty's Forces and claimants against members of the United States Forces under the proposed arrangements. In deciding this and other material questions His Majesty's Government will avail themselves of the procedure adopted for deciding similar questions in claims brought against members of His Majesty's Forces. The expenses incurred by His Majesty's Government in settling such claims, together with any sums payable by way of compensation, will be treated by them as a reciprocal aid service. Having regard to the statement in Your Excellency's note that the disposition of claims by the British authorities will be final, I assume that the United States Government will agree to the above stipulations and will accept without question any settlement however reached.

7. You should further be aware that it may be necessary for His Majesty's Government to reopen those claims which have not been admitted by the United States Claims Commission and in which no payment has been made.

8. I have noted with satisfaction your statement that the United States authorities would co-operate by assisting in the production of evidence and, so long as available in the United Kingdom, of parties and witnesses wherever military duties are not paramount. It will clearly be an essential condition of the proposed arrangements that the United States Army and Navy commands in this country should render to His Majesty's Government all facilities and assistance in their power to enable the appropriate agencies of His Majesty's Government to carry out the onerous task which would thereby fall upon them. I shall therefore be glad to receive from Your Excellency an assurance that these facilities and assistance will be forthcoming and that the necessary instructions will be given to all United States units to do all in their power to assist those officers of His Majesty's Government whose duty it will be to deal with the large number of claims against personnel of the United States Forces under the proposed arrangements.

9. I note with satisfaction that the United States Government are willing to transfer to the British authorities all property damage claims against third parties, and they agree for their part that any sums recovered in this manner should be credited as offset receipts against reciprocal aid. The views of His Majesty's Government on this matter are elaborated in paragraph 7 of the Annex to this Note.

10. I am in agreement with your proposal that property losses of the respective Governments arising out of acts in which only personnel and equipment of the two Governments are involved should be borne where they fall, and I suggest that this Mutual Forbearance Agreement should be extended so as to cover claims of the respective Governments arising out of the death of or injury to their personnel and should be retroactive so as to cover any outstanding cases. It is also suggested that in connexion with traffic accident claims arising out of accidents in which both a British and United States vehicle are concerned, an equal proportion of the total cost of settlement of third party claims should be attributed to each Government, irrespective of the question of responsibility as between those Governments. Similar agreements for sharing claims in such circumstances have been made by His Majesty's Government with other Governments with the result that the difficulty of adjudicating upon the degree of responsibility of the respective drivers in individual cases is avoided.

11. Finally, in view of the strong political feeling to which this question may give rise, particularly among those who are involved in these incidents, I trust that the United States authorities will continue to take all possible steps, such as previous instruction as well as firm disciplinary action, to minimise the number of cases to which the procedure now proposed will apply.

12. I now turn to claims arising from incidents occurring before the 20th March, 1944. For the reasons stated in paragraph 2 of this note, His Majesty's Government consider that these claims must continue to be dealt with by the United States Claims Commission. In order to assist the rapid disposal of such claims, His Majesty's Government are prepared to agree that any sums paid on or after the 20th March arising out of incidents occurring before that date in settlement of any claims unpaid on that date shall be treated as a matter of reciprocal aid. They assume that this proposal will be satisfactory to the United States Government and trust that the United States Government will agree that the objections which the latter felt to the continuation of the Collision and other Agreements, which were negotiated on their behalf and the operation of which was suspended at their request in the summer of 1943, no longer apply. In this event these Collision and other Agreements can so far as possible forthwith be reinstated and this step would immediately and substantially reduce the number of outstanding claims. Claimants, with whom no settlement by other means is possible, shall have recourse in the Courts of the United Kingdom in the ordinary way against the tortfeasor, unless military duties render this impossible. His Majesty's Government will however except from these arrangements all claims exceeding the local financial powers of the United States Claims Commission, and they themselves will take over at once the examination and final settlement of all such claims. The conditions which His Majesty's Government wish to attach to the proposals made in this paragraph are set out in paragraphs 13 to 15 of the Annex to this Note.

13. His Majesty's Government are of the opinion that it is essential for the good working of the arrangements proposed in this Note and Annex that particular care should be taken by the British and United States authorities to ensure the prompt settlement of claims arising out of incidents occurring before the 20th March, 1944, and they trust that in this matter as in the other matters previously mentioned they can count on the fullest possible co-operation of the United States authorities.

14. As Your Excellency is aware, I am most anxious to reach a conclusion of this matter with the least possible delay, and I shall be grateful if I may be informed at the earliest opportunity whether the assumptions and conditions upon which His Majesty's Government are prepared to agree to the request made by you are acceptable to the United States Government.

I have the honour to be, with the highest consideration,

Your Excellency's obedient Servant,

ANTHONY EDEN

His Excellency

The Honourable

JOHN GILBERT WINANT,

*etc., etc., etc.,*

*1, Grosvenor Square, W.1.*

## ANNEX

The conditions upon which His Majesty's Government will take over under reciprocal aid certain classes of claims against members of the United States Forces arising out of their military duties in the United Kingdom and Northern Ireland

1. The claims shall be limited to claims in respect of:

- (a) Traffic accidents
- (b) Accidental shootings
- (c) Accidental explosions
- (d) Loss of or damage to chattels in requisitioned premises occupied by United States Forces under arrangements made with His Majesty's Government Departments
- (e) Other claims arising from e.g. practice gunfire, fires in billets etc. which His Majesty's Government would in certain circumstances accept if members of His Majesty's Forces were involved.

2. These claims will be accepted by His Majesty's Government only if brought by members of the public and in certain circumstances by members of His Majesty's Forces, including Dominion Forces and of the Allied Forces in this country. Claims brought by United States citizens or members of the United States Forces will not be accepted.

A. Claims in the classes set out in paragraph 1 above and arising out of incidents occurring on or after 20th March, 1944

3. The British Claims Commission will decide in each case whether, having regard to the liability which His Majesty's Government accept in the case of members of His Majesty's Forces, the claim is one which can be accepted under this arrangement.

4. All other claims, together with any claims in the above classes which His Majesty's Government find it impossible to take over for reasons of policy, shall be dealt with by the United States Claims Commission.

5. All claims accepted by His Majesty's Government for reciprocal aid shall be dealt with by the British Claims Commission, who shall have complete discretion and liberty of action to dispose of them on behalf of the United States Government by way of payment, compromise, settlement, legal proceedings or otherwise as they think fit. The United States Government will accept as final the result reached by the British Claims Commission and any sum payable as a result of action taken by the British Claims Commission shall be treated as reciprocal aid.

6. If the British Claims Commission decide that any claims shall be contested, the United States authorities will provide full facilities to the British Claims Commission to enable the matter to be disposed of by

appropriate legal proceedings, and will supply the names of the United States personnel involved together with a retainer to the Treasury Solicitor to act on their behalf in the proceedings and to conduct, compromise or settle the proceedings in accordance with the complete discretion of the Treasury Solicitor.<sup>3</sup>

7. The United States authorities will give to the British Claims Commission at the earliest possible time full particulars and estimates of damage to United States military vehicles and property so that claims in respect thereof may be made by the British Claims Commission either by way of affirmative claim or counterclaim or for the purposes of any collision agreements. The United States authorities will give to the Treasury Solicitor any authorisation necessary for this purpose.

8. The United States authorities will retain complete control over disciplinary action, and United States liaison officers will be appointed in order to facilitate the smooth working of the arrangements and to provide a channel of communication for British Claims Officers with United States units. The functions of the United States liaison officers will be

(a) to ensure prompt reference of cases, together with the material information, reports and statements of witnesses to the British Claims Commission;

(b) to ensure that all information as to the cost of repairs and damage sustained by United States vehicles is provided in due time;

(c) to secure the attendance of witnesses at the offices of the Treasury Solicitor or his agents and at Court where such attendance is practicable;

(d) generally to give any assistance which the British Claims Commission may require in order to enable them to deal with any particular claim.

9. The British Claims Commission will use their best endeavours to avoid any interference with the military duties of any witness or defendant in the United States Armed Forces, but the United States authorities will use their best endeavours to provide these witnesses and any other essential parties in this country where this is practicable, having regard to military exigencies. The United States authorities will make available to the British Claims Commission and the Treasury Solicitor all relevant documents, for example, copies of proceedings of United States Courts of Enquiry and Courts Martial.

10. The United States will give instructions to all their Service authorities not to enter into any correspondence with claimants or their solicitors apart from the formal acknowledgments of letters. Any correspondence should be immediately passed on through the liaison officer, to the appropriate British Claims Officer.

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<sup>3</sup> For an understanding relating to paras. 6 and 11 of annex, see notes dated Mar. 28 and May 1, 1944, pp. 668 and 669.

11. (i) Neither Government shall make any claim against the other in respect of any property loss or damage, or in respect of any expenses or charges incurred as a result of the death of or injury to their personnel arising out of an accident in which only personnel and equipment of the respective Governments are concerned. This arrangement shall be retroactive in respect of any claims now outstanding.

(ii) The cost of settling claims made by a third party as a result of an accident involving both His Majesty's Government and a United States Government vehicle shall, irrespective of the question of responsibility, be borne in equal shares provided—

(a) that so far as the driver of His Majesty's Government's vehicle is concerned the claim is one for which His Majesty's Government would assume responsibility in the circumstances, and,

(b) that so far as the driver of the United States Government vehicle is concerned the claim falls within one of the categories covered by the arrangement referred to above. Where third party claims fall to be shared equally between the two Governments under the arrangement half of the cost of settling such claims would be treated as Reciprocal Aid.<sup>4</sup>

12. The United States Service authorities in the United Kingdom will co-operate to the fullest extent to carry out the above-stated conditions and arrangements and appropriate instructions will be given to the various United States Service authorities concerned.

#### B. Similar claims arising out of incidents occurring before 20th March, 1944

13. Such of these claims as are unpaid on the 19th March, 1944 will be examined and assessed by the United States Claims Commission. The necessary payments will be made by His Majesty's Government as a matter of reciprocal aid.

14. For the purposes of paragraph 13 above,

(a) the Collision or other Agreements negotiated on behalf of the United States authorities by the Treasury Solicitor, which are now suspended shall so far as possible be forthwith and retroactively reinstated,

(b) claimants with whom no reasonable settlement by other means is possible, shall have recourse in the Courts of the United Kingdom in the ordinary way against the tortfeasor. In that event the United States authorities will immediately transfer all papers material to the claim in question to His Majesty's Treasury Solicitor through the channel of the British Claims Commission and will render all other possible assistance to His Majesty's Treasury

<sup>4</sup> For an understanding relating to paras. 6 and 11 of annex, see note dated May 1, 1944, p. 669. The provisions of para. 11 were superseded by the provisions of agreement of Oct. 23, 1946, and Jan. 23, 1947 (TIAS 1622, *post*, p. 805).

Solicitor by way of the production of witnesses etc. A similar procedure will so far as necessary be applied to all such cases when the claimant has obtained a judgment in a United Kingdom Court which has remained unsatisfied.

15. In any case where it seems to the United States Claims Commission that the amount claimed is more than \$5,000, the claim shall be transferred as soon as possible to the British Claims Commission for examination and assessment as well as for payment.

### C. General

16. In order to facilitate the smooth transfer of the United States Claims work to the British Claims Commission, United States Claims Service will release immediately for employment by the British Claims Commission such of their civilian clerical and typing staff as are employed upon claims work at British rates of pay and whose services are required by the British Claims Commission for the purposes of settlement of the claims falling within the above categories.

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*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*London, March 28, 1944*

No. 3493

SIR:

I have the honor to refer to your note of February 29, 1944 (No. W 3151/150/64) and to the annex thereto, concerning the question of civil claims arising in tort against personnel of the United States armed forces in the United Kingdom, and, under instructions from my Government, to reply as follows:

The Government of the United States accepts the conditions and limitations set forth in your note under reference and in the annex thereto as applicable to claims arising out of acts of personnel of the armed forces of the United States in line of duty which the British Government has agreed to accept for settlement and payment, such payment to be credited to reciprocal aid. The United States Government, for its part, agrees to settle and pay under Lend-Lease on a reciprocal basis claims arising out of acts of members of the armed forces of Great Britain in the United States in line of duty.

The War Department has agreed with reluctance to paragraph 7 of your note, concerning the reopening of claims in which payment has been denied by the United States Claims Commission. I therefore venture to express the hope that the number of such claims which the British authorities desire to reopen will be small and that every effort will be made not to extend the number of such cases.

The United States Government notes that paragraph 6 of the annex suggests that the United States authorities will supply "a retainer to the Treasury Solicitor" and assumes that "retainer" is here used in the sense of a power of attorney. I have the honor to suggest this clarification since "retainer" is commonly used in the United States to describe the fee paid to an attorney for retaining his services.

The United States Government understands paragraph 11 of the annex as a waiver by it only of claims in its own behalf and not as a waiver of claims of its nationals in their own right on account of personal injury, death or property losses.

The United States Government agrees to paragraph 16 of the annex in principle, but decisions as to the carrying out of the undertaking will have to be made by United States army and navy authorities in London.

Accept, Sir, the renewed assurances of my highest consideration,

JOHN G. WINANT

The Right Honorable

ANTHONY EDEN, M.C., M.P.,

*Secretary of State for Foreign Affairs,*

*Foreign Office*

*London, S.W.1.*

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*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W.1.

*1st May, 1944*

No. W 5776/150/64

YOUR EXCELLENCY,

I have the honour to refer to Your Excellency's note No. 3493 of the 29th March, concerning the question of civil claims arising in tort against members of the United States Forces in the United Kingdom.

2. I was most gratified to learn that the United States Government are able to accept the conditions and limitations which I attached, in my note No. W 3151/150/64 of the 29th February and in the annex thereto, to the acceptance by His Majesty's Government of responsibility for a settlement as a matter of reciprocal aid of a number of classes of such claims. I am further most grateful for your assurance that the United States Government for their part will make similar arrangements for the settlement under Lend-Lease of such claims arising out of the acts of His Majesty's Forces in the United States in the course of their Military duties.

3. I am able to confirm the interpretation placed by the United States Government upon paragraphs 6 and 11 of the annex to my note of the 29th February. In stipulating in the former paragraph that the United States

authorities should supply a retainer to the Treasury Solicitor I have used the word "retainer" in the sense of an authority to act on behalf of the defendant. The intention of the latter paragraph is, as the United States Government assumes, that claims should not be brought by one government against the other. It is not suggested that the claims of United States nationals in their own right on account of personal injury, death, or property losses should be waived.

4. Your Excellency is no doubt aware that on receiving your note under reference, I announced in Parliament on the 30th March that a satisfactory solution to this problem had been reached. At the same time I circulated a written statement of the details of this solution in the official report of Parliamentary debates, and I enclose ten copies of this statement for your information.

5. I shall be grateful if you will inform the United States Government of the pleasure with which I have received their acceptance of the proposals made to them and of my satisfaction that it has been possible to reach a settlement of this matter.

I have the honour to, with the highest consideration,

Your Excellency's obedient Servant,

(For the Secretary of State)

E. E. CROWE

His Excellency

The Honourable

JOHN G. WINANT,

*etc., etc., etc.,*

*1, Grosvenor Square, W.1.*

## DOUBLE TAXATION: TAXES ON INCOME

*Convention signed at Washington April 16, 1945; supplementary protocol signed at Washington June 6, 1946*

*Senate advice and consent to ratification of convention June 1, 1946; of supplementary protocol June 19, 1946*

*Ratified by the President of the United States June 26, 1946*

*Ratified by the United Kingdom July 18, 1946*

*Ratifications exchanged at Washington July 25, 1946*

*Entered into force July 25, 1946*

*Proclaimed by the President of the United States July 30, 1946*

*Amended by supplementary protocols of May 25, 1954;<sup>1</sup> August 19, 1957;<sup>2</sup> and March 17, 1966<sup>3</sup>*

*Made applicable to certain British territories by agreement of August 19, 1957, and December 3, 1958;<sup>4</sup> continued in force for Southern Rhodesia, Northern Rhodesia, and Nyasaland by agreement of December 31, 1963<sup>5</sup>*

*Article VI terminated for the United States, January 1, 1966, and for the United Kingdom, April 6, 1966<sup>6</sup>*

*Terminated for Cyprus January 1, 1968;<sup>7</sup> for the Cayman Islands December 31, 1968<sup>8</sup>*

60 Stat. 1377; Treaties and Other  
International Acts Series 1546

### CONVENTION

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland,

Desiring to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income,

<sup>1</sup> 6 UST 37; TIAS 3165.

<sup>2</sup> 9 UST 1329; TIAS 4124.

<sup>3</sup> 17 UST 1254; TIAS 6089.

<sup>4</sup> 9 UST 1459; TIAS 4141.

<sup>5</sup> 14 UST 1899; TIAS 5501.

<sup>6</sup> Pursuant to notice of termination given by the United States June 30, 1965. Notice of termination not applicable to territories to which convention was extended by the United Kingdom.

<sup>7</sup> Pursuant to notice of termination given by Cyprus June 6, 1967.

<sup>8</sup> Pursuant to notice of termination given by the United States June 30, 1968.

Have appointed for that purpose as their Plenipotentiaries:

The Government of the United States of America:

Mr. Edward R. Stettinius, Jr., Secretary of State, and

The Government of the United Kingdom of Great Britain and Northern Ireland:

The Right Honorable the Earl of Halifax, K.G., Ambassador Extraordinary and Plenipotentiary in Washington,

Who, having exhibited their respective full powers, found in good and due form, have agreed as follows:

#### ARTICLE I<sup>9</sup>

(1) The taxes which are the subject of the present Convention are:

(a) In the United States of America:

The Federal income taxes, including surtaxes and excess profits taxes (hereinafter referred to as United States tax).

(b) In the United Kingdom of Great Britain and Northern Ireland:

The income tax (including surtax), the excess profits tax and the national defense contribution (hereinafter referred to as United Kingdom tax).

(2) The present Convention shall also apply to any other taxes of a substantially similar character imposed by either Contracting Party subsequently to the date of signature of the present Convention or by the government of any territory to which the present Convention is extended under Article XXII.

#### ARTICLE II<sup>10</sup>

(1) In the present Convention, unless the context otherwise requires:

(a) The term "United States" means the United States of America, and when used in a geographical sense means the States, the Territories of Alaska and of Hawaii, and the District of Columbia.

(b) The term "United Kingdom" means Great Britain and Northern Ireland, excluding the Channel Islands and the Isle of Man.

(c) The terms "territory of one of the Contracting Parties" and "territory of the other Contracting Party" mean the United States or the United Kingdom as the context requires.

(d) The term "United States corporation" means a corporation, association or other like entity created or organized in or under the laws of the United States.

(e) The term "United Kingdom corporation" means any kind of juridical person created under the laws of the United Kingdom.

<sup>9</sup> Art. I replaced by supplementary protocol of Mar. 17, 1966 (17 UST 1254; TIAS 6089).

<sup>10</sup> For a new paragraph added to art. II, see *ibid.*

(f) The terms "corporation of one Contracting Party" and "corporation of the other Contracting Party" mean a United States corporation or a United Kingdom corporation as the context requires.

(g) The term "resident of the United Kingdom" means any person (other than a citizen of the United States or a United States corporation) who is resident in the United Kingdom for the purposes of United Kingdom tax and not resident in the United States for the purposes of United States tax. A corporation is to be regarded as resident in the United Kingdom if its business is managed and controlled in the United Kingdom.

(h) The term "resident of the United States" means any individual who is resident in the United States for the purposes of United States tax and not resident in the United Kingdom for the purposes of United Kingdom tax, and any United States corporation and any partnership created or organized in or under the laws of the United States, being a corporation or partnership which is not resident in the United Kingdom for the purposes of United Kingdom tax.

(i) The term "United Kingdom enterprise" means an industrial or commercial enterprise or undertaking carried on by a resident of the United Kingdom.

(j) The term "United States enterprise" means an industrial or commercial enterprise or undertaking carried on by a resident of the United States.

(k) The terms "enterprise of one of the Contracting Parties" and "enterprise of the other Contracting Party" mean a United States enterprise or a United Kingdom enterprise, as the context requires.

(l) The term "permanent establishment" when used with respect to an enterprise of one of the Contracting Parties means a branch, management, factory or other fixed place of business, but does not include an agency unless the agent has, and habitually exercises, a general authority to negotiate and conclude contracts on behalf of such enterprise or has a stock of merchandise from which he regularly fills orders on its behalf. An enterprise of one of the Contracting Parties shall not be deemed to have a permanent establishment in the territory of the other Contracting Party merely because it carries on business dealings in the territory of such other Contracting Party through a *bona fide* commission agent, broker or custodian acting in the ordinary course of his business as such. The fact that an enterprise of one of the Contracting Parties maintains in the territory of the other Contracting Party a fixed place of business exclusively for the purchase of goods or merchandise shall not of itself constitute such fixed place of business a permanent establishment of such enterprise. The fact that a corporation of one Contracting Party has a subsidiary corporation which is a corporation of the other Contracting Party or which is engaged in trade or business in the territory of such other Contracting Party (whether through a permanent establishment or otherwise) shall

not of itself constitute that subsidiary corporation a permanent establishment of its parent corporation.

(2) For the purposes of Articles VI, VII, VIII, IX and XIV a resident of the United Kingdom shall not be deemed to be engaged in trade or business in the United States in any taxable year unless such resident has a permanent establishment situated therein in such taxable year. The same principle shall be applied, *mutatis mutandis*, by the United Kingdom in the case of a resident of the United States.

(3) In the application of the provisions of the present Convention by one of the Contracting Parties any term not otherwise defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that Contracting Party relating to the taxes which are the subject of the present Convention.

### ARTICLE III<sup>21</sup>

(1) A United Kingdom enterprise shall not be subject to United States tax in respect of its industrial or commercial profits unless it is engaged in trade or business in the United States through a permanent establishment situated therein. If it is so engaged, United States tax may be imposed upon the entire income of such enterprise from sources within the United States.

(2) A United States enterprise shall not be subject to United Kingdom tax in respect of its industrial or commercial profits unless it is engaged in trade or business in the United Kingdom through a permanent establishment situated therein. If it is so engaged, United Kingdom tax may be imposed upon the entire income of such enterprise from sources within the United Kingdom: Provided that nothing in this paragraph shall affect any provisions of the law of the United Kingdom regarding the imposition of United Kingdom excess profits tax and national defence contribution in the case of inter-connected companies.

(3) Where an enterprise of one of the Contracting Parties is engaged in trade or business in the territory of the other Contracting Party through a permanent establishment situated therein, there shall be attributed to such permanent establishment the industrial or commercial profits which it might be expected to derive if it were an independent enterprise engaged in the same or similar activities under the same or similar conditions and dealing at arm's length with the enterprise of which it is a permanent establishment, and the profits so attributed shall, subject to the law of such other Contracting Party, be deemed to be income from sources within the territory of such other Contracting Party.

(4) In determining the industrial or commercial profits from sources within the territory of one of the Contracting Parties of an enterprise of the

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<sup>21</sup> Art. III replaced by supplementary protocol of Mar. 17, 1966 (17 UST 1254; TIAS 6089).

other Contracting Party, no profits shall be deemed to arise from the mere purchase of goods or merchandise within the territory of the former Contracting Party by such enterprise.

#### ARTICLE IV

Where an enterprise of one of the Contracting Parties, by reason of its participation in the management, control or capital of an enterprise of the other Contracting Party, makes with or imposes on the latter, in their commercial or financial relations, conditions different from those which could be made with an independent enterprise, any profits which would but for those conditions have accrued to one of the enterprises but by reason of those conditions have not so accrued, may be included in the profits of that enterprise, and taxed accordingly.

#### ARTICLE V

(1) Notwithstanding the provisions of Articles III and IV of the present Convention, profits which an individual (other than a citizen of the United States) resident in the United Kingdom or a United Kingdom corporation derives from operating ships documented or aircraft registered under the laws of the United Kingdom, shall be exempt from United States tax.

(2) Notwithstanding the provisions of Articles III and IV of the present Convention, profits which a citizen of the United States not resident in the United Kingdom or a United States corporation derives from operating ships documented or aircraft registered under the laws of the United States, shall be exempt from United Kingdom tax.

(3) This article shall be deemed to have superseded, on and after the first day of January, 1945, as to United States tax, and on and after the 6th day of April, 1945, as to United Kingdom tax, the arrangements relating to reciprocal exemption of shipping profits from income tax effected between the Government of the United States and the Government of the United Kingdom by exchange of Notes dated August 11, 1924, November 18, 1924, November 26, 1924, January 15, 1925, February 13, 1925, and March 16, 1925,<sup>12</sup> which shall accordingly cease to have effect.

#### ARTICLE VI<sup>13</sup>

(1) The rate of United States tax on dividends derived from a United States corporation by a resident of the United Kingdom who is subject to United Kingdom tax on such dividends and not engaged in trade or business in the United States shall not exceed 15 percent: Provided that such rate of tax shall not exceed five percent if such resident is a corporation controlling,

<sup>12</sup> EAS 7, *ante*, p. 444.

<sup>13</sup> Art. VI terminated for the United States Jan. 1, 1966, and for the United Kingdom Apr. 6, 1966 (see footnote 6, p. 671); for new art. VI, see supplementary protocol of Mar. 17, 1966 (17 UST 1254; TIAS 6089).

directly or indirectly, at least 95 percent of the entire voting power in the corporation paying the dividend, and not more than 25 percent of the gross income of such paying corporation is derived from interest and dividends, other than interest and dividends received from its own subsidiary corporations. Such reduction of the rate to five percent shall not apply if the relationship of the two corporations has been arranged or is maintained primarily with the intention of securing such reduced rate.

(2) Dividends derived from sources within the United Kingdom by an individual who is (a) a resident of the United States, (b) subject to United States tax with respect to such dividends, and (c) not engaged in trade or business in the United Kingdom, shall be exempt from United Kingdom surtax.

(3) Either of the Contracting Parties may terminate this Article by giving written notice of termination to the other Contracting Party, through diplomatic channels, on or before the thirtieth day of June in any year after the year 1945, and in such event paragraph (1) hereof shall cease to be effective as to United States tax on and after the first day of January, and paragraph (2) hereof shall cease to be effective as to United Kingdom tax on and after the 6th day of April, in the year next following that in which such notice is given.

#### ARTICLE VII <sup>14</sup>

(1) Interest (on bonds, securities, notes, debentures, or on any other form of indebtedness) derived from sources within the United States by a resident of the United Kingdom who is subject to United Kingdom tax on such interest and not engaged in trade or business in the United States, shall be exempt from United States tax; but such exemption shall not apply to such interest paid by a United States corporation to a corporation resident in the United Kingdom controlling, directly or indirectly, more than 50 percent of the entire voting power in the paying corporation.

(2) Interest (on bonds, securities, notes, debentures, or on any other form of indebtedness) derived from sources within the United Kingdom by a resident of the United States who is subject to United States tax on such interest and not engaged in trade or business in the United Kingdom, shall be exempt from United Kingdom tax; but such exemption shall not apply to such interest paid by a corporation resident in the United Kingdom to a United States corporation controlling, directly or indirectly, more than 50 percent of the entire voting power in the paying corporation.

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<sup>14</sup> Art. VII replaced and art. VII A added by supplementary protocol of Mar. 17, 1966 (17 UST 1254; TIAS 6089).

ARTICLE VIII <sup>15</sup>

(1) Royalties and other amounts paid as consideration for the use of or for the privilege of using, copyrights, patents, designs, secret processes and formulae, trade-marks, and other like property, and derived from sources within the United States by a resident of the United Kingdom who is subject to United Kingdom tax on such royalties or other amounts and not engaged in trade or business in the United States, shall be exempt from United States tax.

(2) Royalties and other amounts paid as consideration for the use of, or for the privilege of using, copyrights, patents, designs, secret processes and formulae, trade-marks, and other like property, and derived from sources within the United Kingdom by a resident of the United States who is subject to United States tax on such royalties or other amounts and not engaged in trade or business in the United Kingdom, shall be exempt from United Kingdom tax.

(3) For the purposes of this Article the term "royalties" shall be deemed to include rentals in respect of motion picture films.

ARTICLE IX <sup>16</sup>

(1) The rate of United States tax on royalties in respect of the operation of mines or quarries or of other extraction of natural resources, and on rentals from real property or from an interest in such property, derived from sources within the United States by a resident of the United Kingdom who is subject to United Kingdom tax with respect to such royalties or rentals and not engaged in trade or business in the United States, shall not exceed 15 percent: Provided that any such resident may elect for any taxable year to be subject to United States tax as if such resident were engaged in trade or business in the United States.

(2) Royalties in respect of the operation of mines or quarries or of other extraction of natural resources, and rentals from real property or from an interest in such property, derived from sources within the United Kingdom by an individual who is (a) a resident of the United States, (b) subject to United States tax with respect to such royalties and rentals, and (c) not engaged in trade or business in the United Kingdom, shall be exempt from United Kingdom surtax.

## ARTICLE X

(1) Any salary, wage, similar remuneration, or pension, paid by the Government of the United States to an individual (other than a British

<sup>15</sup> Art. VIII, paras. (1) and (2), amended by supplementary protocol of Aug. 19, 1957 (9 UST 1329; TIAS 4124); entire article replaced by supplementary protocol of Mar. 17, 1966 (17 UST 1254; TIAS 6089).

<sup>16</sup> Art. IX replaced by supplementary protocol of Mar. 17, 1966 (*ibid.*).

subject who is not also a citizen of the United States) in respect of services rendered to the United States in the discharge of governmental functions, shall be exempt from United Kingdom tax.

(2) Any salary, wage, similar remuneration, or pension, paid by the Government of the United Kingdom to an individual (other than a citizen of the United States who is not also a British subject) in respect of services rendered to the United Kingdom in the discharge of governmental functions, shall be exempt from United Kingdom tax.

(3) The provisions of this Article shall not apply to payments in respect of services rendered in connection with any trade or business carried on by either of the Contracting Parties for purposes of profit.

#### ARTICLE XI

(1) An individual who is a resident of the United Kingdom shall be exempt from United States tax upon compensation for personal (including professional) services performed during the taxable year within the United States if (a) he is present within the United States for a period or periods not exceeding in the aggregate 183 days during such taxable year, and (b) such services are performed for or on behalf of a person resident in the United Kingdom.

(2) An individual who is a resident of the United States shall be exempt from United Kingdom tax upon profits, emoluments or other remuneration in respect of personal (including professional) services performed within the United Kingdom in any year of assessment if (a) he is present within the United Kingdom for a period or periods not exceeding in the aggregate 183 days during that year, and (b) such services are performed for or on behalf of a person resident in the United States.

(3) The provisions of this Article shall not apply to the compensation, profits, emoluments or other remuneration of public entertainers such as stage, motion picture or radio artists, musicians and athletes.<sup>17</sup>

#### ARTICLE XII

(1) Any pension (other than a pension to which Article X applies), and any life annuity, derived from sources within the United States by an individual who is a resident of the United Kingdom shall be exempt from United States tax.

(2) Any pension (other than a pension to which Article X applies), and any life annuity, derived from sources within the United Kingdom by an individual who is a resident of the United States shall be exempt from United Kingdom tax.

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<sup>17</sup> Para. (3) of art. XI deleted by supplementary protocol of June 6, 1946 (p. 684).

(3) The term "life annuity" means a stated sum payable periodically at stated times, during life or during a specified or ascertainable period of time, under an obligation to make the payments in consideration of money paid.

#### ARTICLE XIII<sup>18</sup>

(1) Subject to section 131 of the United States Internal Revenue Code as in effect on the first day of January, 1945, United Kingdom tax shall be allowed as a credit against United States tax. For this purpose, the recipient of a dividend paid by a corporation which is a resident of the United Kingdom shall be deemed to have paid the United Kingdom income tax appropriate to such dividend if such recipient elects to include in his gross income for the purposes of United States tax the amount of such United Kingdom income tax.

(2) Subject to such provisions (which shall not affect the general principle hereof) as may be enacted in the United Kingdom, United States tax payable in respect of income from sources within the United States shall be allowed as a credit against any United Kingdom tax payable in respect of that income. Where such income is an ordinary dividend paid by a United States corporation, such credit shall take into account (in addition to any United States income tax deducted from or imposed on such dividend) the United States income tax imposed on such corporation in respect of its profits, and where it is a dividend paid on participating preference shares and representing both a dividend at the fixed rate to which the shares are entitled and an additional participation in profits, such tax on profits shall likewise be taken into account in so far as the dividend exceeds such fixed rate.

(3) For the purposes of this Article, compensation, profits, emoluments and other remuneration for personal (including professional) services shall be deemed to be income from sources within the territory of the Contracting Party where such services are performed.

#### ARTICLE XIV<sup>19</sup>

A resident of the United Kingdom not engaged in trade or business in the United States shall be exempt from United States tax on gains from the sale or exchange of capital assets.

#### ARTICLE XV<sup>20</sup>

Dividends and interest paid on or after the first day of January 1945 by a United Kingdom corporation shall be exempt from United States tax

<sup>18</sup> Art. XIII, para. (1), amended by supplementary protocol of Aug. 19, 1957 (9 UST 1329; TIAS 4124); entire article replaced by supplementary protocol of Mar. 17, 1966 (17 UST 1254; TIAS 6089).

<sup>19</sup> Art. XIV replaced by supplementary protocol of Mar. 17, 1966 (*ibid.*).

<sup>20</sup> Art. XV replaced by supplementary protocol of Mar. 17, 1966 (*ibid.*).

except where the recipient is a citizen of or a resident of the United States or a United States corporation.

#### ARTICLE XVI

A United Kingdom corporation shall be exempt from United States tax on its accumulated or undistributed earnings, profits, income or surplus, if individuals who are residents of the United Kingdom control, directly or indirectly, throughout the last half of the taxable year, more than 50 per cent of the entire voting power in such corporation.

#### ARTICLE XVII

(1) The United States income tax liability for any taxable year beginning prior to January 1, 1936 of any individual (other than a citizen of the United States) resident in the United Kingdom, or of any United Kingdom corporation, remaining unpaid on the date of signature of the present Convention, may be adjusted on a basis satisfactory to the United States Commissioner of Internal Revenue: Provided that the amount to be paid in settlement of such liability shall not exceed the amount of the liability which would have been determined if

(a) the United States Revenue Act of 1936<sup>21</sup> (except in the case of a United Kingdom corporation in which more than 50 percent of the entire voting power was controlled, directly or indirectly, throughout the latter half of the taxable year, by citizens or residents of the United States), and

(b) Articles XV and XVI of the present Convention, had been in effect for such year. If the taxpayer was not, within the meaning of such Revenue Act, engaged in trade or business in the United States and had no office or place of business therein during the taxable year, the amount of interest and penalties shall not exceed 50 percent of the amount of the tax with respect to which such interest and penalties have been computed.

(2) The United States income tax unpaid on the date of signature of the present Convention for any taxable year beginning after the thirty-first day of December 1935 and prior to the first day of January 1945 in the case of an individual (other than a citizen of the United States) resident of the United Kingdom, or in the case of any United Kingdom corporation shall be determined as if the provisions of Articles XV and XVI of the present Convention had been in effect for such taxable year.

(3) The provisions of paragraph (1) of this Article shall not apply—

(a) unless the taxpayer files with the Commissioner of Internal Revenue on or before the thirty-first day of December 1947 a request that such tax

<sup>21</sup> 49 Stat. 1648.

liability be so adjusted and furnishes such information as the Commission may require; or

(b) in any case in which the Commissioner is satisfied that any deficiency in tax is due to fraud with intent to evade the tax.

### ARTICLE XVIII

A professor or teacher from the territory of one of the Contracting Parties who visits the territory of the other Contracting Party for the purpose of teaching, for a period not exceeding two years, at a university, college, school or other educational institution in the territory of such other Contracting Party shall be exempted by such other Contracting Party from tax on his remuneration for such teaching for such period.

### ARTICLE XIX<sup>22</sup>

A student or business apprentice from the territory of one of the Contracting Parties who is receiving full-time education or training in the territory of the other Contracting Party shall be exempted by such other Contracting Party from tax on payments made to him by persons within the territory of the former Contracting Party for the purposes of his maintenance, education or training.

### ARTICLE XX<sup>23</sup>

(1) The taxation authorities of the Contracting Parties shall exchange such information (being information available under the respective taxation laws of the Contracting Parties) as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the administration of statutory provisions against legal avoidance in relation to the taxes which are the subject of the present Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any person other than those concerned with the assessment and collection of the taxes which are the subject of the present Convention. No information shall be exchanged which would disclose any trade secret or trade process.

(2) As used in this Article, the term "taxation authorities" means, in the case of the United States, the Commissioner of Internal Revenue or his authorized representative; in the case of the United Kingdom, the Commissioners of Inland Revenue or their authorized representative; and, in the case of any territory to which the present Convention is extended under Article XXII, the competent authority for the administration in such territory of the taxes to which the present Convention applies.

<sup>22</sup> Art. XIX A added by supplementary protocol of Mar. 17, 1966 (17 UST 1254; TIAS 6089).

<sup>23</sup> Art. XX replaced and art. XX A added by supplementary protocol of Mar. 17, 1966 (*ibid.*).

ARTICLE XXI <sup>24</sup>

(1) The nationals of one of the Contracting Parties shall not, while resident in the territory of the other Contracting Party, be subjected therein to other or more burdensome taxes than are the nationals of such other Contracting Party resident in its territory.

(2) The term "nationals" as used in this Article means

(a) in relation to the United Kingdom, all British subjects and British protected persons, from the United Kingdom or any territory with respect to which the present Convention is applicable by reason of extension made by the United Kingdom under Article XXII; and

(b) in relation to the United States, United States citizens, and all persons under the protection of the United States, from the United States or any territory to which the present Convention is applicable by reason of extension made by the United States under Article XXII;

and includes all legal persons, partnerships and associations deriving their status as such from, or created or organized under, the laws in force in any territory of the Contracting Parties to which the present Convention applies.

(3) In this Article the word "taxes" means taxes of every kind or description, whether national, Federal, state, provincial or municipal.

ARTICLE XXII <sup>25</sup>

(1) Either of the Contracting Parties may, at the time of exchange of instruments of ratification or thereafter while the present Convention continues in force, by a written notification of extension given to the other Contracting Party through diplomatic channels, declare its desire that the operation of the present Convention shall extend to all or any of its colonies, overseas territories, protectorates, or territories in respect of which it exercises a mandate, which impose taxes substantially similar in character to those which are the subject of the present Convention. The present Convention shall apply to the territory or territories named in such notification on the date or dates specified in the notification (not being less than sixty days from the date of the notification) or, if no date is specified in respect of any such territory, on the sixtieth day after the date of such notification, unless, prior to the date on which the Convention would otherwise become applicable to a particular territory, the Contracting Party to whom notification is given shall have informed the other Contracting Party in writing through diplomatic channels that it does not accept such notification as to that territory. In the absence

<sup>24</sup> Art. XXI replaced by supplementary protocol of Mar. 17, 1966 (*ibid.*).

<sup>25</sup> Art. XXII, para. (1), amended by supplementary protocol of May 25, 1954 (6 UST 37; TIAS 3165).

of such extension, the present Convention shall not apply to any such territory.<sup>26</sup>

(2) At any time after the expiration of one year from the entry into force of an extension under paragraph (1) of this Article, either of the Contracting Parties may, by written notice of termination given to the other Contracting Party through diplomatic channels, terminate the application of the present Convention to any territory to which it has been extended under paragraph (1), and in such event the present Convention shall cease to apply, six months after the date of such notice, to the territory or territories named therein, but without affecting its continued application to the United States, the United Kingdom or to any other territory to which it has been extended under paragraph (1) hereof.

(3) In the application of the present Convention in relation to any territory to which it is extended by notification by the United States or the United Kingdom references to the "United States" or, as the case may be, the "United Kingdom" shall be construed as references to that territory.

(4) The termination in respect of the United States or the United Kingdom of the present Convention under Article XXIV or of Article VI shall, unless otherwise expressly agreed by both Contracting Parties, terminate the application of the present Convention or, as the case may be, that Article to any territory to which the Convention has been extended by the United States or the United Kingdom.

(5) The provisions of the preceding paragraphs of this Article shall apply to the Channel Islands and the Isle of Man as if they were colonies of the United Kingdom.

### ARTICLE XXIII

(1) The present Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) Upon exchange of ratifications, the present Convention shall have effect

(a) as respects United States tax, for the taxable years beginning on or after the first day of January 1945;

(b) (i) as respects United Kingdom income tax, for the year of assessment beginning on the 6th day of April 1945 and subsequent years; (ii) as respects United Kingdom surtax, for the year of assessment beginning on the 6th day of April 1944 and subsequent years; and (iii) as respects United Kingdom excess profits tax and national defence contribution, for any chargeable accounting period beginning on or after the first day of April 1945 and for the unexpired portion of any chargeable accounting period current at that date.

<sup>26</sup> For an agreement of Aug. 19, 1957, and Dec. 3, 1958, relating to application of convention to specified British territories, see 9 UST 1459; TIAS 4141. For an agreement of Dec. 31, 1963, continuing convention in force for Southern Rhodesia, Northern Rhodesia, and Nyasaland individually, see 14 UST 1899; TIAS 5501.

ARTICLE XXIV<sup>27</sup>

(1) The present Convention shall continue in effect indefinitely but either of the Contracting Parties may, on or before the 30th day of June in any year after the year 1946, give to the other Contracting Party, through diplomatic channels, notice of termination and, in such event, the present Convention shall cease to be effective

(a) as respects United States tax, for the taxable years beginning on or after the first day of January in the year next following that in which such notice is given;

(b) (i) as respects United Kingdom income tax, for any year of assessment beginning on or after the 6th day of April in the year next following that in which such notice is given; (ii) as respects United Kingdom surtax, for any year of assessment beginning on or after the 6th day of April in the year in which such notice is given; and (iii) as respects United Kingdom excess profits tax and national defence contribution, for any chargeable accounting period beginning on or after the first day of April in the year next following that in which such notice is given and for the unexpired portion of any chargeable accounting period current at that date.

(2) The termination of the present Convention or of any Article thereof shall not have the effect of reviving any treaty or arrangement abrogated by the present Convention or by treaties previously concluded between the Contracting Parties.

IN WITNESS WHEREOF the above-mentioned Plenipotentiaries have signed the present Convention and have affixed thereto their seals.

DONE at Washington, in duplicate, on the 16th day of April, 1945.

For the Government of the United States of America:

E. R. STETTINIUS, Jr. [SEAL]

For the Government of the United Kingdom of Great Britain  
and Northern Ireland:

HALIFAX [SEAL]

## PROTOCOL

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland,

Desiring to conclude a supplementary Protocol modifying in certain respects the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income which was signed at Washington on April 16, 1945,

Have agreed as follows:

<sup>27</sup> Art. XXIV replaced by supplementary protocol of Mar. 17, 1966 (17 UST 1254; TIAS 6089).

## ARTICLE I

Paragraph (3) of Article XI of the Convention of April 16, 1945 for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income shall be deemed to be deleted and of no effect.

## ARTICLE II

This Protocol, which shall be regarded as an integral part of the said Convention, shall be ratified and the instruments of ratification thereof shall be exchanged at Washington.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being authorized thereto by their respective Governments, have signed this Protocol and have affixed thereto their seals.

DONE at Washington, in duplicate, this sixth day of June, 1946.

For the Government of the United States of America:

JAMES F. BYRNES [SEAL]  
*Secretary of State*  
*of the United States of America*

For the Government of the United Kingdom of Great Britain  
and Northern Ireland:

JOHN BALFOUR [SEAL]  
*His Majesty's*  
*Envoy Extraordinary and Minister Plenipotentiary*  
*in Washington*

## DOUBLE TAXATION: ESTATE TAXES

*Convention signed at Washington April 16, 1945*

*Ratified by the United Kingdom March 5, 1946*

*Senate advice and consent to ratification June 1, 1946*

*Ratified by the President of the United States June 26, 1946*

*Ratifications exchanged at Washington July 25, 1946*

*Entered into force July 25, 1946*

*Proclaimed by the President of the United States July 30, 1946*

60 Stat. 1391; Treaties and Other  
International Acts Series 1547

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland,

Desiring to conclude a convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the estates of deceased persons,

Have appointed for that purpose as their respective Plenipotentiaries:

The Government of the United States of America:

Mr. Edward R. Stettinius, Jr., Secretary of State, and

The Government of the United Kingdom of Great Britain and Northern Ireland:

The Right Honorable the Earl of Halifax, K.G., Ambassador Extraordinary and Plenipotentiary in Washington,

Who, having exhibited their respective full powers, found in good and due form, have agreed as follows:

### ARTICLE I

(1) The taxes which are the subject of the present Convention are:

(a) In the United States of America, the Federal estate tax, and

(b) In the United Kingdom of Great Britain and Northern Ireland, the estate duty imposed in Great Britain.

(2) The present Convention shall also apply to any other taxes of a substantially similar character imposed by either Contracting Party subsequently

to the date of signature of the present Convention or by the government of any territory to which the present Convention applies under Article VIII or Article IX.

## ARTICLE II

(1) In the present Convention, unless the context otherwise requires:

(a) The term "United States" means the United States of America, and when used in a geographical sense means the States, the Territories of Alaska and of Hawaii, and the District of Columbia.

(b) The term "Great Britain" means England, Wales and Scotland, and does not include the Channel Islands or the Isle of Man.

(c) The term "territory" when used in relation to one or the other Contracting Party means the United States or Great Britain, as the context requires.

(d) The term "tax" means the estate duty imposed in Great Britain or the United States Federal estate tax, as the context requires.

(2) In the application of the provisions of the present Convention by one of the Contracting Parties, any term not otherwise defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that Contracting Party relating to the taxes which are the subject of the present Convention.

## ARTICLE III

(1) For the purposes of the present Convention, the question whether a decedent was domiciled in any part of the territory of one of the Contracting Parties at the time of his death shall be determined in accordance with the law in force in that territory.

(2) Where a person dies domiciled in any part of the territory of one Contracting Party, the situs of any of the following rights or interests, legal or equitable, which for the purposes of tax form part of the estate of such person or pass on his death, shall, for the purposes of the imposition of tax and for the purposes of the credit to be allowed under Article V, be determined exclusively in accordance with the following rules, but in cases not within such rules the situs of such rights and interests shall be determined for those purposes in accordance with the law relating to tax in force in the territory of the other Contracting Party:

(a) Rights or interests (otherwise than by way of security) in or over immovable property shall be deemed to be situated at the place where such property is located;

(b) Rights or interests (otherwise than by way of security) in or over tangible movable property, other than such property for which specific provision is hereinafter made, and in or over bank or currency notes, other forms of currency recognized as legal tender in the place of issue, negotiable bills of

exchange and negotiable promissory notes, shall be deemed to be situated at the place where such property, notes, currency or documents are located at the time of death, or, if *in transitu*, at the place of destination;

(c) Debts, secured or unsecured, other than the forms of indebtedness for which specific provision is made herein, shall be deemed to be situated at the place where the decedent was domiciled at the time of death;

(d) Shares or stock in a corporation other than a municipal or governmental corporation (including shares or stock held by a nominee where the beneficial ownership is evidenced by scrip certificates or otherwise) shall be deemed to be situated at the place in or under the laws of which such corporation was created or organized;

(e) Monies payable under a policy of assurance or insurance on the life of the decedent shall be deemed to be situated at the place where the decedent was domiciled at the time of death;

(f) Ships and aircraft and shares thereof shall be deemed to be situated at the place of registration or documentation of the ship or aircraft;

(g) Goodwill as a trade, business or professional asset shall be deemed to be situated at the place where the trade, business or profession to which it pertains is carried on;

(h) Patents, trademarks and designs shall be deemed to be situated at the place where they are registered;

(i) Copyright, franchises, and rights or licenses to use any copyrighted material, patent, trademark or design shall be deemed to be situated at the place where the rights arising therefrom are exercisable;

(j) Rights or causes of action *ex delicto* surviving for the benefit of an estate of a decedent shall be deemed to be situated at the place where such rights or causes of action arose;

(k) Judgment debts shall be deemed to be situated at the place where the judgment is recorded;

Provided that if, apart from this paragraph, tax would be imposed by one Contracting Party on any property which is situated in its territory and passes under a disposition not governed by its law, this paragraph shall not apply to such property unless, by reason of its application or otherwise, tax is imposed or would but for some specific exemption be imposed thereon by the other Contracting Party.

#### ARTICLE IV

(1) In determining the amount on which tax is to be computed, permitted deductions shall be allowed in accordance with the law in force in the territory in which the tax is imposed.

(2) Where tax is imposed by one Contracting Party on the death of a person who at the time of his death was not domiciled in any part of the territory of that Contracting Party but was domiciled in some part of the territory of the other Contracting Party, no account shall be taken in determining the

amount or rate of such tax of property situated outside the former territory: Provided that this paragraph shall not apply as respects tax imposed—

- (a) in the United States in the case of a United States citizen dying domiciled in any part of Great Britain; or
- (b) in Great Britain in the case of property passing under a disposition governed by the law of Great Britain.

#### ARTICLE V

(1) Where one Contracting Party imposes tax by reason of a decedent's being domiciled in some part of its territory or being its national, that Party shall allow against so much of its tax (as otherwise computed) as is attributable to property situated in the territory of the other Contracting Party, a credit (not exceeding the amount of the tax so attributable) equal to so much of the tax imposed in the territory of such other Party as is attributable to such property; but this paragraph shall not apply as respects any such property as is mentioned in paragraph (2) of this Article.

(2) Where each Contracting Party imposes tax by reason of a decedent's being domiciled in some part of its territory, each Party shall allow against so much of its tax (as otherwise computed) as is attributable to property which is situated, or is deemed under paragraph (2) of Article III to be situated,

- (a) in the territory of both Parties, or
- (b) outside both territories,

a credit which bears the same proportion to the amount of its tax so attributable or to the amount of the other Party's tax attributable to the same property, whichever is the less, as the former amount bears to the sum of both amounts.

(3) For the purposes of this Article, the amount of the tax of a Contracting Party attributable to any property shall be ascertained after taking into account any credit, allowance or relief, or any remission or reduction of tax, otherwise than in respect of tax payable in the territory of the other Contracting Party or in any other country; and if, in respect of property situated outside the territories of both Parties, a Contracting Party allows against its tax a credit for tax payable in the country where the property is situated, that credit shall be taken into account in ascertaining, for the purposes of paragraph (2) of this Article, the amount of the tax of that Party attributable to the property.

#### ARTICLE VI

(1) Any claim for a credit or for a refund of tax founded on the provisions of the present Convention shall be made within six years from the date of the death of the decedent in respect of whose estate the claim is made, or, in the case of a reversionary interest where payment of tax is deferred until

on or after the date on which the interest falls into possession, within six years from that date.

(2) Any such refund shall be made without payment of interest on the amount so refunded.

#### ARTICLE VII

(1) The taxation authorities of the Contracting Parties shall exchange such information (being information available under the respective taxation laws of the Contracting Parties) as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the administration of statutory provisions against legal avoidance in relation to the taxes which are the subject of the present Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any person other than those concerned with the assessment and collection of the taxes which are the subject of the present Convention. No information shall be exchanged which would disclose any trade secret or trade process.

(2) As used in this Article, the term "taxation authorities" means, in the case of the United States, the Commissioner of Internal Revenue or his authorized representative; in the case of Great Britain, the Commissioners of Inland Revenue or their authorized representative; and, in the case of any territory to which the present Convention is extended under Article VIII, the competent authority for the administration in such territory of the taxes to which the present Convention applies.

#### ARTICLE VIII

(1) Either of the Contracting Parties may, on the coming into force of the present Convention or at any time thereafter while it continues in force, by a written notification of extension given to the other Contracting Party through diplomatic channels, declare its desire that the operation of the present Convention shall extend to all or any of its colonies, overseas territories, protectorates, or territories in respect of which it exercises a mandate, which impose taxes substantially similar in character to those which are the subject of the present Convention. The present Convention shall apply to the territory or territories named in such notification as to the estates of persons dying on or after the date or dates specified in the notification (not being less than sixty days from the date of the notification) or, if no date is specified in respect of any such territory, on or after the sixtieth day after the date of such notification, unless, prior to the date on which the Convention would otherwise become applicable to a particular territory, the Contracting Party to whom notification is given shall have informed the other Contracting Party in writing through diplomatic channels that it does not accept such notification as to that territory. In the absence of such extension, the present Convention shall not apply to any such territory.

(2) At any time after the expiration of one year from the entry into force of an extension under paragraph (1) of this Article, either of the Contracting Parties may, by written notice of termination given to the other Contracting Party through diplomatic channels, terminate the application of the present Convention to any territory to which it has been extended under paragraph (1), and in such event the present Convention shall cease to apply, as to the estates of persons dying on or after the date or dates (not being earlier than the sixtieth day after the date of such notice) specified in such notice, or, if no date is specified, on or after the sixtieth day after the date of such notice, to the territory or territories named therein, but without affecting its continued application to the United States, Great Britain or to any other territory to which it has been extended under paragraph (1) hereof.

(3) In the application of the present Convention in relation to any territory to which it is extended by the United States or the United Kingdom, references to "United States" or, as the case may be, "Great Britain", or to the territory of one (or of the other) Contracting Party, shall be construed as references to that territory.

(4) The provisions of the preceding paragraphs of this Article shall apply to the Channel Islands and the Isle of Man as if they were colonies of the United Kingdom.

#### ARTICLE IX

The present Convention shall apply in relation to estate duty imposed in Northern Ireland as it applies in relation to estate duty imposed in Great Britain, but shall be separately terminable in respect of Northern Ireland by the same procedure as is laid down in paragraph (2) of Article VIII.

#### ARTICLE X

(1) The present Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) The present Convention shall come into force on the date of exchange of ratifications and shall be effective only as to

(a) the estates of persons dying on or after such date; and

(b) the estate of any person dying before such date and after the 31st day of December, 1944, whose personal representative elects, in such manner as may be prescribed, that the provisions of the present Convention shall be applied to such estate.

#### ARTICLE XI

(1) The present Convention shall remain in force for not less than three years after the date of its coming into force.

(2) If not less than six months before the expiration of such period of three years, neither of the Contracting Parties shall have given to the other Contracting Party, through diplomatic channels, written notice of its inten-

tion to terminate the present Convention, the Convention shall remain in force after such period of three years until either of the Contracting Parties shall have given written notice of such intention, in which event the present Convention shall not be effective as to the estates of persons dying on or after the date (not being earlier than the sixtieth day after the date of such notice) specified in such notice, or, if no date is specified, on or after the sixtieth day after the date of such notice.

IN WITNESS WHEREOF of the above-mentioned Plenipotentiaries have signed the present Convention and have affixed thereto their seals.

Done at Washington, in duplicate, on the 16th day of April, 1945.

For the Government of the United States of America:

E. R. STETTINIUS, JR. [SEAL]

For the Government of the United Kingdom of Great Britain  
and Northern Ireland:

HALIFAX [SEAL]

## USE AND DISPOSITION OF RECAPTURED VESSELS

*Exchange of notes at Washington May 7 and June 15, 1945, with  
annexed memorandum*

*Entered into force June 15, 1945; operative from October 22, 1943*

*Expired at conclusion of World War II*

60 Stat. 1908; Treaties and Other  
International Acts Series 1556

*The British Ambassador to the Acting Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
May 7th, 1945

Ref: S26/S/45

DEAR MR. GREW,

With reference to recent conversations which have been held between this Embassy and the State Department I now enclose a memorandum entitled "Memorandum relating to the use and disposal of United Nations vessels captured or found in the course of operations for the liberation of Europe".

2. It is the understanding of His Majesty's Government in the United Kingdom that the United States Government are willing to apply the principles of the annexed memorandum to vessels of all the United Nations on a reciprocal basis and, with this end in view, will enter into similar agreements with all other United Nations willing to do so and will further take such steps as may be necessary to insure that claims in the nature of prize salvage will not be advanced in the United States courts against British vessels recovered in the course of the operations covered by the memorandum or against other vessels so recovered being vessels of other United Nations entering into similar arrangements. I take this opportunity of recalling to your attention the Prize Salvage Act, 1944, whereby His Majesty's Government took power to control and prevent prize salvage claims.

3. On these understandings and with these expressions of intent the present memorandum meets with the approval of His Majesty's Government in the United Kingdom. If it likewise meets with the approval of the United States Government, this note, together with your reply, indicating such approval

and the concurrence of the Government of the United States, will be regarded as constituting an agreement between the two Governments. I suggest that the agreement should be regarded as being in effect from the 22nd October, 1943.

4. Similar notes are being exchanged by His Majesty's Government with the representatives of the Norwegian, Netherlands, Belgian and Greek Governments in London, and also with the representative of the French Provisional Government.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

(for the Ambassador)

JOHN BALFOUR.

The Honourable

JOSEPH C. GREW,

*Acting Secretary of State,*

*Department of State,*

*Washington, D.C.*

MEMORANDUM CONCERNING THE USE AND DISPOSAL OF UNITED NATIONS  
VESSELS CAPTURED OR FOUND BY THEIR FORCES IN THE COURSE OF  
OPERATIONS FOR THE LIBERATION OF EUROPE

This Memorandum sets out the principles which shall determine the use and disposal of United Nations vessels captured or found by their Forces in the course of operations for the liberation of Europe.

PART I

Immediate action to be taken as regards United Nations vessels captured or found in the area of operation.

1. The objectives to be attained are:

- (a) not to impede the Commander-in-Chief or operations in any way;
- (b) to put the vessels into useful service as soon as possible, and
- (c) to avoid all local disagreements between the various United Nations Forces which may be concerned in their recovery and also between persons or organisations who may be found to be in local control of the vessels.

2. The Commander-in-Chief shall, accordingly, in the first instance be solely responsible for all clearance and emergency measures in the ports within the area of his control, and for immediate operational purposes shall have absolute discretion over all United Nations vessels captured by the forces under his command, whatever their nationality, or found within the area for which he is responsible. This discretion shall cover such matters as power to

order the destruction of such vessels in accordance with military necessity, to order the loading or unloading of vessels, their movements and any other steps necessary to preserve them, to put them into use in his own name insofar as he may consider necessary for the immediate operations in progress.

3. The Commander-in-Chief for these purposes will use any powers of military requisition which may be necessary, and neither he nor his Government, nor the forces operating under his command will be held responsible in any way for any action or the results of any action taken by him or on his authority apart from any question of ultimate liability for payments for the use or for the loss of vessels taken up for his service.

4. Any vessel not immediately required by the Commander-in-Chief in the operational area shall be ordered away so that it can be dealt with in accordance with the provisions of Part II of this Memorandum.

5. The Commander-in-Chief will not enter into any general Agreement even of a temporary character dealing with the chartering of groups of United Nations vessels with any Authorities he may find in liberated or captured territories. Any such matters will be dealt with by the Shipping Authorities of the United Nations. The question as to the time at which it may be appropriate to transfer the primary responsibility for dealing with such vessels from the Commander-in-Chief to the Shipping Authorities of the United Nations will be dealt with according to the course of the operations.

## PART II

Arrangements to be made for the disposal of United Nations vessels captured or found in the area of operations.

1. (a) The general principle is recognised that the Government of each United Nation shall subject to the provisions of Part I of this Memorandum ultimately be entitled to take over and dispose of, as it thinks fit, vessels belonging to that State. Vessels will be treated as belonging to a State.

(i) if they were at the time when they fell into the hands of the enemy registered in the territory of that State;

(ii) if at the time when they fell into the hands of the enemy they had the right to fly the flag of that State whether or not formally registered in its territory;

(iii) If they were built for or acquired by any national of that State and registered in its territory (if liable to registration) after the occupation of its territory by Germany or her Allies.

(b) This general principle will apply irrespective of the place of capture or of the constitution or nationality of the United Nations force effecting the actual capture and of the flag which the vessel may be flying at the time when captured or found. Thus, if in a Norwegian harbour there were captured a formerly British vessel, a formerly Norwegian vessel and a formerly Nether-

lands vessel, then, subject to the provisions of Part I of this Memorandum, the first would ultimately be handed over to the United Kingdom Government, the second to the Norwegian Government and the third to the Netherlands Government, even though the forces actually capturing them were not British, Norwegian or Netherlands, but belonging to some other United Nations nationality.

2. The following additional principles are recognised and accepted in respect of any United Nations vessels captured or found in the area of operations:

(a) The vessels concerned will be handed back to the Government of the United Nation concerned and not to individual nationals of the United Nations who were the original owners. It will be for the Government of the United Nation concerned to make the necessary arrangements with its own nationals as regards the ultimate ownership of any such vessels.

(b) The Governments of each United Nation will, in respect of any vessel handed over to it under the terms of this Memorandum:

(i) make the vessel available for the common purposes of the United Nations in accordance with the arrangements then existing;

(ii) accept responsibility for all liabilities in respect of the vessel and

(iii) indemnify the other United Nations Governments concerned against any claims made against them or any one or more of them arising out of the handing over of the vessel.

(c) Some United Nations vessels have been placed by the enemy in a Prize Court. If such vessels are captured or found, some form of prize proceedings will be required to divest the enemy of their title and to revest it in the Governments of the United Nations concerned. The necessary proceedings will be brought in the Prize Court of the State to which the ship is to be ultimately returned, or, failing that, in a Prize Court of the State of which the Commander-in-Chief is a national, but action in the latter Prize Court would be without prejudice to the operation of the general principle as to return stated in sub-paragraph 1 of Part II above. Except in these cases Prize Court proceedings will only be taken if in any particular instance immediate action is necessary to bring a vessel into service.

(d) There may be cases in which it is subsequently proved that the true owner of a particular vessel is a State or National of a State other than that in which the vessel is registered, or that parties who are not nationals of the State of registration hold equities in the vessel or the right to possession thereof. In such cases, it is understood that Allied Governments to whom a vessel has been transferred in accordance with Article 1 of Part II of this Memorandum have by such transfer acquired custody only and will release the vessel or make such other arrangements as may be necessary in the circumstances.

(e) In the case of vessels in respect of which total losses have been paid by underwriters, the return to a Government under the arrangements agreed in this Memorandum will be subject to the safeguarding of any rights which underwriters may have. Thus, when the owner of a vessel whether a United Nations Government or a National of a United Nations Government, has been indemnified by the underwriters, the turning over of a vessel to that Government without taking into account such indemnification, would be in the nature of a gift and in such circumstances appropriate equitable adjustments will be made between the Governments concerned.

### PART III

#### *Definitions*

1. Throughout this Memorandum the term "territory" is used to include Colonies, protectorates and overseas territories or territories under suzerainty or mandate.

2. Throughout this Memorandum the term "vessels" is used in the widest sense to include all categories of merchant vessels, e.g. ocean going, coastal and inland craft, but some latitude may be necessary in the application of all its principles to inland craft.

3. Further, the term "vessels" includes merchant vessels which, though operating as naval auxiliaries when captured or found, were not so operating at the time when they fell into the hands of the enemy. Vessels which at the time when they fell into enemy hands were operating as naval auxiliaries are not covered by the proposals set out in this Memorandum.

4. If for any operation or series of operations there is a Supreme Commander-in-Chief, then he is for the purpose of this Memorandum the Commander-in-Chief. If, however, the Naval Command is separate from the Land Command, then for the purpose of this Memorandum the Naval Commander-in-Chief is the Commander-in-Chief as regards ocean going and coastal vessels and the Land Commander-in-Chief as regards all other vessels.

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*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*June 15, 1945*

EXCELLENCY:

I have the honor to refer to your note of May 7, 1945 (reference 826/8/45) and to previous communications regarding the disposition to be made of vessels recaptured from the enemy in the European theater of operations and formerly belonging to one of the United Nations or to its nationals. With your note was enclosed a memorandum entitled "Memorandum relating to

the use and disposal of United Nations vessels captured or found in the course of operations for the liberation of Europe”.

In your note it is stated that His Majesty's Government in the United Kingdom understands that the Government of the United States of America is willing to apply the principles of that memorandum to vessels of all the United Nations on a reciprocal basis and, with this end in view, will enter into similar agreements with all other United Nations willing to do so, and will further take such steps as may be necessary to insure that claims in the nature of prize salvage will not be advanced in the United States courts against British vessels recaptured in the course of the operations covered by the memorandum or against other vessels so recovered being vessels of the other United Nations entering into similar arrangements. In this connection you call attention to the British Prize Salvage Act, 1944.

You further state that “on these understandings and with these expressions of intent the present memorandum meets with the approval of His Majesty's Government in the United Kingdom”. You add that if it likewise meets with the approval of the Government of the United States of America, your note, together with the reply indicating such approval and concurrence by the Government of the United States of America, will be regarded as constituting an agreement between the two countries. You further suggest that the agreement should be regarded as being in effect from October 22, 1943.

I have the honor to inform you that the Government of the United States of America approves the memorandum in question and concurs in the understandings expressed in your note, and will apply the principles embodied in the memorandum, on a reciprocal basis, to British vessels and to the vessels of other members of the United Nations which enter into similar agreements with the United States of America.

In accordance with the suggestion made in your note, that note and the present note in reply will be regarded as constituting an agreement between the Government of the United States of America and His Majesty's Government in the United Kingdom, which will be regarded as being in effect from October 22, 1943.

In view of the present agreement in the case of British vessels, the Government of the United States of America undertakes, on a reciprocal basis, to take such steps as may be necessary to insure that claims in the nature of prize salvage will not be advanced in the United States courts against British vessels recovered in the course of the operations covered by the memorandum. In case similar agreements are concluded by the United States of America with other members of the United Nations, the United States of America will also undertake on the basis of reciprocity to take such steps as may be necessary to insure that claims in the nature of prize salvage will not be advanced in the United States courts against vessels of such other members

of the United Nations recovered in the course of the operations covered by the memorandum.

Accept, Excellency, the renewed assurances of my highest consideration.

JOSEPH C. GREW  
*Acting Secretary of State*

His Excellency  
The Right Honorable  
THE EARL OF HALIFAX, K.G.,  
*British Ambassador.*

## LEND-LEASE SETTLEMENT

*Joint statement initialed at Washington December 6, 1945  
Amended by agreements of April 28 and 30, 1952,<sup>1</sup> and April 24 and 25  
1957,<sup>2</sup> as supplemented<sup>3</sup>  
Modified and supplemented by agreement of July 12, 1948<sup>4</sup>*

60 Stat. 1564; Treaties and Other  
International Acts Series 1509

### JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS

1. The Governments of the United States and the United Kingdom have reached an understanding for the settlement of Lend-Lease and Reciprocal Aid, for the acquisition of United States Army and Navy surplus property, and the United States interest in installations, located in the United Kingdom, and for the final settlement of the financial claims of each government against the other arising out of the conduct of the war. Specific agreements necessary to implement these understandings, setting forth the terms in detail, and consistent herewith, are in the course of preparation and will shortly be completed.<sup>5</sup>

2. This settlement for Lend-Lease and Reciprocal Aid will be complete and final. In arriving at this settlement both Governments have taken full cognizance of the benefits already received by them in the defeat of their common enemies. They have also taken full cognizance of the general obligations assumed by them in Article VII of the Mutual Aid Agreement of February 23, 1942,<sup>6</sup> and the understandings agreed upon this day with regard to commercial policy.<sup>7</sup> Pursuant to this settlement, both Governments will continue to discuss arrangements for agreed action for the attainment of the economic objectives referred to in Article VII of the Mutual Aid Agreement. The Governments expect in these discussions to reach specific con-

<sup>1</sup> 3 UST 4180; TIAS 2562.

<sup>2</sup> 8 UST 771; TIAS 3834.

<sup>3</sup> Exchange of notes at Washington May 1 and 3, 1957 (not printed).

<sup>4</sup> TIAS 1770, *post*, p. 897.

<sup>5</sup> For texts of nine specific agreements, annexed to memorandum signed at Washington Mar. 27, 1946, see TIAS 1509, *post*, p. 745.

<sup>6</sup> EAS 241, *ante*, p. 605.

<sup>7</sup> TIAS 1545, *post*, p. 703.

clusions at an early date with respect to urgent problems such as those in the field of telecommunications and civil aviation. In the light of all the foregoing, both Governments agree that no further benefits will be sought as consideration for Lend-Lease and Reciprocal Aid.

3. The net sum due from the United Kingdom to the United States for the settlement of Lend-Lease and Reciprocal Aid, for the acquisition of surplus property, and the United States interest in installations, located in the United Kingdom, and for the settlement of claims shall be \$650,000,000 subject to the accounting adjustment referred to below. This amount consists of (a) a net sum of \$118,000,000 representing the difference between the amount of the services and supplies furnished or to be furnished by each Government to the other Government after V-J Day through Lend-Lease and Reciprocal Aid channels, less the net sum due to the United Kingdom under the claims settlement, and (b) a net sum of \$532,000,000 for all other Lend-Lease and Reciprocal Aid items, and for surplus property, and the United States interest in installations, located in the United Kingdom and owned by the United States Government. The actual amounts due to the respective Governments for items included in (a) above other than claims will, however, be ascertained by accounting in due course, and the total sum of \$650,000,000 will be adjusted for any difference between the sum of \$118,000,000 mentioned above and the actual sum found to be due. All new transactions between the two Governments after December 31, 1945, will be settled by cash payment.

4. The total liability found to be due to the Government of the United States will be discharged on the same terms as those specified in the Financial Agreement concluded this day for the discharge of the credit provided therein.

5. In addition to the financial payments referred to above, the two Governments have agreed upon the following:

(a) Appropriate non-discriminatory treatment will be extended to United States nationals in the use and disposition of installations in which there is a United States interest;

(b) Appropriate settlements for the Lend-Lease interest in installations other than in the United Kingdom and the Colonial Dependencies will be made on disposal of the installations;

(c) The United States reserves its right of recapture of any Lend-Lease articles held by United Kingdom Armed Forces, but the United States has indicated that it does not intend to exercise generally this right of recapture;

(d) Disposals for military use to forces other than the United Kingdom Armed Forces of Lend-Lease articles held by the United Kingdom Armed Forces at V-J Day, and disposals for civilian use other than in the United Kingdom and the Colonial Dependencies of such Lend-Lease articles, will be made only with the consent of the United States Government and any net proceeds will be paid to the United States Government. The United King-

dom Government agrees that except to a very limited extent it will not release for civilian use in, or export from, the United Kingdom and the Colonial Dependencies Lend-Lease articles held by the United Kingdom Armed Forces.

(e) The Government of the United Kingdom will use its best endeavors to prevent the export to the United States of any surplus property transferred in accordance with this understanding.

6. The Government of the United Kingdom agrees that, when requested by the Government of the United States from time to time prior to December 31, 1951, it will transfer, in cash, pounds sterling to an aggregate dollar value not in excess of \$50,000,000, at the exchange rates prevailing at the times of transfer, to be credited against the dollar payments due to the Government of the United States as principal under this settlement. The Government of the United States will use these pounds sterling exclusively to acquire land or to acquire or construct buildings in the United Kingdom and the Colonial Dependencies for the use of the Government of the United States, and for carrying out educational programs in accordance with agreements to be concluded between the two Governments.

7. The arrangements set out in this statement are without prejudice to any settlements concerning Lend-Lease and Reciprocal Aid which may be negotiated between the Government of the United States and the Governments of Australia, New Zealand, the Union of South Africa, and India.

WASHINGTON,

*December 6, 1945.*

J. F. B.  
H.

## FINANCE

*Agreement signed at Washington December 6, 1945; exchange of notes  
at Washington July 15, 1946*

*Effective July 15, 1946*<sup>1</sup>

*Amended April 25, 1957, by agreement of March 6, 1957*<sup>2</sup>

60 Stat. 1841; Treaties and Other  
International Acts Series 1545

### FINANCIAL AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES AND THE UNITED KINGDOM

It is hereby agreed between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland as follows:

1. Effective date of the Agreement. The effective date of this Agreement shall be the date on which the Government of the United States notifies the Government of the United Kingdom that the Congress of the United States has made available the funds necessary to extend to the Government of the United Kingdom the line of credit in accordance with the provisions of this Agreement.

2. Line of credit. The Government of the United States will extend to the Government of the United Kingdom a line of credit of \$3,750,000,000 which may be drawn upon at any time between the effective date of this Agreement and December 31, 1951, inclusive.<sup>3</sup>

3. Purpose of the line of credit. The purpose of the line of credit is to facilitate purchases by the United Kingdom of goods and services in the United States, to assist the United Kingdom to meet transitional postwar deficits in its current balance of payments, to help the United Kingdom to maintain adequate reserves of gold and dollars, and to assist the Government of the United Kingdom to assume the obligations of multilateral trade, as defined in this and other agreements.

<sup>1</sup> 60 Stat. 535.

<sup>2</sup> 8 UST 2443; TIAS 3962.

<sup>3</sup> Withdrawals against the line of credit were discontinued temporarily pursuant to an agreement of Aug. 20, 1947 (not printed), and resumed in accordance with an agreement of Dec. 4 and 5, 1947 (not printed).

#### 4. Amortization and interest.

(i) The amount of the line of credit drawn by December 31, 1951, shall be repaid in 50 annual installments beginning on December 31, 1951, with interest at the rate of 2 percent per annum. Interest for the year 1951 shall be computed on the amount outstanding on December 31, 1951, and for each year thereafter, interest shall be computed on the amount outstanding on January 1 of each such year.

Forty-nine annual installments of principal repayments and interest shall be equal, calculated at the rate of \$31,823,000 for each \$1,000,000,000 of the line of credit drawn by December 31, 1951, and the fiftieth annual installment shall be at the rate of \$31,840,736.65 for each such \$1,000,000,000. Each installment shall consist of the full amount of the interest due and the remainder of the installment shall be the principal to be repaid in that year. Payments required by this section are subject to the provisions of section 5.

(ii) The Government of the United Kingdom may accelerate repayment of the amount drawn under this line of credit.

5. Waiver of interest payments.<sup>4</sup> In any year in which the Government of the United Kingdom requests the Government of the United States to waive the amount of the interest due in the installment of that year, the Government of the United States will grant the waiver if:

(a) the Government of the United Kingdom finds that a waiver is necessary in view of the present and prospective conditions of international exchange and the level of its gold and foreign exchange reserves and

(b) the International Monetary Fund certifies that the income of the United Kingdom from home-produced exports plus its net income from invisible current transactions in its balance of payments was on the average over the five preceding calendar years less than the average annual amount of United Kingdom imports during 1936-8, fixed at £866 million, as such figure may be adjusted for changes in the price level of these imports. Any amount in excess of £43,750,000 released or paid in any year on account of sterling balances accumulated to the credit of overseas governments, monetary authorities and banks before the effective date of this Agreement shall be regarded as a capital transaction and therefore shall not be included in the above calculation of the net income from invisible current transactions for that year. If waiver is requested for an interest payment prior to that due in 1955, the average income shall be computed for the calendar years from 1950 through the year preceding that in which the request is made.

#### 6. Relation of this line of credit to other obligations.<sup>4</sup>

(i) It is understood that any amounts required to discharge obligations of the United Kingdom to third countries outstanding on the effective date

<sup>4</sup> For an agreement of Mar. 6, 1957, amending secs. 5 and 6, see 8 UST 2443; TIAS 3962.

of this Agreement will be found from resources other than this line of credit.

(ii) The Government of the United Kingdom will not arrange any long-term loans from governments within the British Commonwealth after December 6, 1945, and before the end of 1951 on terms more favorable to the lender than the terms of this line of credit.

(iii) Waiver of interest will not be requested or allowed under section 5 in any year unless the aggregate of the releases or payments in that year of sterling balances accumulated to the credit of overseas governments, monetary authorities and banks (except in the case of colonial dependencies) before the effective date of this Agreement is reduced proportionately, and unless interest payments due in that year on loans referred to in (ii) above are waived. The proportionate reduction of the releases or payments of sterling balances shall be calculated in relation to the aggregate released and paid in the most recent year in which waiver of interest was not requested.

(iv) The application of the principles set forth in this section shall be the subject of full consultation between the two governments as occasion may arise.

#### 7. Sterling area exchange arrangements.

The Government of the United Kingdom will complete arrangements as early as practicable and in any case not later than one year after the effective date of this Agreement, unless in exceptional cases a later date is agreed upon after consultation, under which immediately after the completion of such arrangements the sterling receipts from current transactions of all sterling area countries (apart from any receipts arising out of military expenditure by the Government of the United Kingdom prior to December 31, 1948, to the extent to which they are treated by agreement with the countries concerned on the same basis as the balances accumulated during the war) will be freely available for current transactions in any currency area without discrimination; with the result that any discrimination arising from the so-called sterling area dollar pool will be entirely removed and that each member of the sterling area will have its current sterling and dollar receipts at its free disposition for current transactions anywhere.

#### 8. Other exchange arrangements.

(i) The Government of the United Kingdom agrees that after the effective date of this Agreement it will not apply exchange controls in such a manner as to restrict (a) payments or transfers in respect of products of the United States permitted to be imported into the United Kingdom or other current transactions between the two countries or (b) the use of sterling balances to the credit of residents of the United States arising out of current transactions. Nothing in this paragraph (i) shall affect the provisions of Article VII of the Articles of Agreement of the International Monetary Fund<sup>6</sup> when those Articles have come into force.

<sup>6</sup> TIAS 1501, *ante*, vol. 3, p. 1351.

(ii) The Governments of the United States and the United Kingdom agree that not later than one year after the effective date of this Agreement, unless in exceptional cases a later date is agreed upon after consultation, they will impose no restrictions on payments and transfers for current transactions. The obligations of this paragraph (ii) shall not apply:

(a) to balances of third countries and their nationals accumulated before this paragraph (ii) becomes effective; or

(b) to restrictions imposed in conformity with the Articles of Agreement of the International Monetary Fund, provided that the Governments of the United Kingdom and the United States will not continue to invoke the provisions of Article XIV, Section 2 of those Articles after this paragraph (ii) becomes effective, unless in exceptional cases after consultation they agreed otherwise; or

(c) to restrictions imposed in connection with measures designed to uncover and dispose of assets of Germany and Japan.

(iii) This section and section 9, which are in anticipation of more comprehensive arrangements by multilateral agreement, shall operate until December 31, 1951.

9. Import arrangements. If either the Government of the United States or the Government of the United Kingdom imposes or maintains quantitative import restrictions, such restrictions shall be administered on a basis which does not discriminate against imports from the other country in respect of any product; provided that this undertaking shall not apply in cases in which (a) its application would have the effect of preventing the country imposing such restrictions from utilizing, for the purchase of needed imports, inconvertible currencies accumulated up to December 31, 1946, or (b) there may be special necessity for the country imposing such restrictions to assist, by measures not involving a substantial departure from the general rule of non-discrimination, a country whose economy has been disrupted by war, or (c) either government imposes quantitative restrictions having equivalent effect to any exchange restrictions which that government is authorized to impose in conformity with Article VII of the Articles of Agreement of the International Monetary Fund. The provisions of this section shall become effective as soon as practicable but not later than December 31, 1946.

10. Accumulated sterling balances.

(i) The Government of the United Kingdom intends to make agreements with the countries concerned, varying according to the circumstances of each case, for an early settlement covering the sterling balances accumulated by sterling area and other countries prior to such settlement (together with any future receipts arising out of military expenditure by the Government of the United Kingdom to the extent to which they are treated on the same basis by agreement with the countries concerned). The settlements with the sterling

area countries will be on the basis of dividing these accumulated balances into three categories (a) balances to be released at once and convertible into any currency for current transactions, (b) balances to be similarly released by installments over a period of years beginning in 1951, and (c) balances to be adjusted as a contribution to the settlement of war and postwar indebtedness and in recognition of the benefits which the countries concerned might be expected to gain from such a settlement. The Government of the United Kingdom will make every endeavor to secure the early completion of these arrangements.

(ii) In consideration of the fact that an important purpose of the present line of credit is to promote the development of multilateral trade and facilitate its early resumption on a non-discriminatory basis, the Government of the United Kingdom agrees that any sterling balances released or otherwise available for current payments will, not later than one year after the effective date of this Agreement unless in special cases a later date is agreed upon after consultation, be freely available for current transactions in any currency area without discrimination.

#### 11. Definitions.

For the purposes of this Agreement:

(i) The term "current transactions" shall have the meaning prescribed in Article XIX (i) of the Articles of Agreement of the International Monetary Fund.

(ii) The term "sterling area" means the United Kingdom and the other territories declared by the Defence (Finance) (Definition of Sterling Area) (No. 2) Order, 1944, to be included in the sterling area, namely "the following territories excluding Canada and Newfoundland, that is to say—

- (a) any Dominion,
- (b) any other part of His Majesty's dominions,
- (c) any territory in respect of which a mandate on behalf of the League of Nations has been accepted by His Majesty and is being exercised by His Majesty's Government in the United Kingdom or in any Dominion,
- (d) any British protectorate or protected State,
- (e) Egypt, the Anglo-Egyptian Sudan and Iraq,
- (f) Iceland and the Faroe Islands."

12. Consultation on Agreement. Either government shall be entitled to approach the other for a reconsideration of any of the provisions of this Agreement, if in its opinion the prevailing conditions of international exchange justify such reconsideration, with a view to agreeing upon modifications for presentation to their respective legislatures.

Signed in duplicate at Washington, District of Columbia, this 6th day of December, 1945.

For the Government of the United States of America:

FRED M. VINSON

*Secretary of the Treasury of the United  
States of America*

For the Government of the United Kingdom of Great Britain  
and Northern Ireland:

HALIFAX

*His Majesty's Ambassador Extraordinary  
and Plenipotentiary at Washington*

#### EXCHANGE OF NOTES

*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*July 15, 1946*

#### EXCELLENCY:

I have the honor to inform you that on July 15, 1946 there were made available by an Act of Congress of the United States,<sup>o</sup> approved by the President, the funds necessary to extend to the Government of the United Kingdom the line of credit in accordance with the provisions of the Financial Agreement of December 6, 1945 between the Governments of the United States and the United Kingdom.

The effective date of the Agreement, pursuant to Section 1 thereof, is therefore July 15, 1946.

May I request that any communications concerning the operation of the Agreement be addressed to the Secretary of the Treasury and that a copy of such communications be sent to the Secretary of State.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

*Acting Secretary of State*

His Excellency

The Right Honorable

THE LORD INVERCHAPEL, P.C., G.C.M.G.,  
*British Ambassador.*

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<sup>o</sup> 60 Stat. 535.

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON 8, D. C.  
July 15, 1946

Ref. 35/-/46

EXCELLENCY,

I have the honour to refer to your note of July 15th, 1946, in which you were so good as to inform me that on July 15th, 1946 there were made available by an Act of Congress of the United States, approved by the President, the funds necessary to extend to His Majesty's Government in the United Kingdom the line of credit in accordance with the provisions of the Financial Agreement of December 6th, 1945, between the Governments of the United States and the United Kingdom, and that the effective date of the Agreement, pursuant to Section 1 thereof, is July 15, 1946.

2. I have noted your request that any communications concerning the operation of this Agreement should be addressed to the Secretary of the Treasury and that a copy of such communications should be sent to Your Excellency.

Accept, Excellency, the renewed assurances of my highest consideration.

INVERCHAPEL

His Excellency

The Honourable James F. Byrnes,  
*Secretary of State of the United States,*  
*Washington, D. C.*

## POSITION OF JEWS IN EUROPE AND PALESTINE

*Exchange of notes at Washington December 10, 1945*

*Entered into force December 10, 1945*

*Terminated April 20, 1946*<sup>1</sup>

59 Stat. 1729; Executive Agreement Series 491

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*December 10, 1945*

EXCELLENCY:

I have the honor to inform Your Excellency, with reference to our conversations on the subject, that the Government of the United States agrees to constitute, in cooperation with the Government of the United Kingdom, a joint Anglo-American Committee of Inquiry with the following terms of reference.

1. To examine political, economic and social conditions in Palestine as they bear upon the problem of Jewish immigration and settlement therein and the well-being of the peoples now living therein;

2. To examine the position of the Jews in those countries in Europe where they have been the victims of Nazi and Fascist persecution, and the practical measures taken or contemplated to be taken in those countries to enable them to live free from discrimination and oppression and to make estimates of those who wish or will be impelled by their conditions to migrate to Palestine or other countries outside Europe;

3. To hear the views of competent witnesses and to consult representative Arabs and Jews on the problems of Palestine as such problems are affected by conditions subject to examination under paragraphs 1 and 2 above and by other relevant facts and circumstances, and to make recommendations to the Governments of the United States and of the United Kingdom for ad interim handling of these problems as well as for their permanent solution; and

4. To make such other recommendations to the Governments of the United States and of the United Kingdom as may be necessary to meet

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<sup>1</sup> Date of submission of Committee report.

the immediate needs arising from conditions subject to examination under paragraph 2 above, by remedial action in the European countries in question or by the provision of facilities for emigration to and settlement in countries outside Europe.

The Committee should be composed of six nationals of the United States, appointed by the Government of the United States, and six nationals of the United Kingdom, appointed by the Government of the United Kingdom, and shall operate under a rotating chairmanship.

The Governments of the United States and of the United Kingdom shall urge on the Committee the need for the utmost expedition in dealing with the subjects committed to it for investigation and shall request that they may be furnished with its report within 120 days of the inception of the inquiry.

The procedure of the Committee shall be determined by the Committee itself and it will be open to it, if it thinks fit, to deal simultaneously through the medium of subcommittees, with any of the subjects entrusted to its consideration.

Each Government shall be responsible for compensating its own members of the Committee and other personnel selected by it and for paying such other expenses as are not susceptible of being jointly shared by the two Governments. All other expenses of the Committee shall be borne jointly by both Governments in equal proportions.

Accept, Excellency, the renewed assurances of my highest consideration.

JAMES F. BYRNES

His Excellency

The Right Honorable

THE EARL OF HALIFAX, K.G.,

*British Ambassador.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

WASHINGTON 8, D.C.

*December 10th, 1945*

DEAR MR. SECRETARY,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to inform Your Excellency that His Majesty's Government in the United Kingdom are in agreement with the terms of your note of the 10th December about the Joint Anglo-American

Committee of Enquiry to report on the position of the Jews in certain countries of Europe and in Palestine.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

HALIFAX

The Honourable

JAMES F. BYRNES,

*Secretary of State of the United States,  
Washington, D.C.*

## EXCHANGE OF INFORMATION ON PENICILLIN

*Exchange of notes at Washington January 25, 1946, with text of agreement*

*Entered into force January 25, 1946; operative from December 1, 1943*

60 Stat. 1485; Treaties and Other  
International Acts Series 1506

*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

*January 25, 1946*

### EXCELLENCY:

Referring to the conversations which have been in progress between representatives of the Government of the United States of America and representatives of the Government of the United Kingdom of Great Britain and Northern Ireland with a view to the conclusion of an agreement between the two Governments on the principles applying to the exchange of information looking to the synthesis of penicillin, I have the honor to inform Your Excellency that the Government of the United States of America is prepared to enter into an agreement in accordance with the text enclosed herewith.

With particular reference to the provisions in Article II of the agreement, it is the understanding of the Government of the United States of America that the agreement is intended to and, when made effective, does confirm and formalize the terms on which, during the period December 1, 1943 to October 31, 1945, inclusive, scientific information pertaining to the purification, structure, or synthesis of penicillin, or a therapeutic equivalent, has been interchanged, to the same extent as though the agreement had been concluded and brought into force on the date of the commencement of that period.

Upon the receipt of a note from Your Excellency indicating that the agreement is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, the Government of the United States of America will consider the agreement to be concluded and, in accordance

with Article VI thereof, the agreement will be deemed to have become effective on December 1, 1943.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

Enclosure:

Text of agreement.

His Excellency

The Right Honorable the EARL OF HALIFAX, K. G.,  
*British Ambassador.*

AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES AND  
OF THE UNITED KINGDOM ON THE PRINCIPLES APPLYING TO THE EX-  
CHANGE OF INFORMATION LOOKING TO THE SYNTHESIS OF PENICILLIN

WHEREAS, the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, declare that they are engaged in a common undertaking to secure as promptly as possible the production of an adequate supply of high quality synthetic penicillin, or a therapeutic equivalent, at reasonable prices; and,

WHEREAS, in furtherance of this common undertaking, the Government of the United States has entered into contractual arrangements with academic, industrial or governmental research workers in the United States to secure the effective participation of skilled scientists in a coordinated and concentrated effort synthetically to produce penicillin, or a therapeutic equivalent, including an arrangement for the exchange among the participants of information on the purification, structure, and synthesis of penicillin, or a therapeutic equivalent; and,

WHEREAS, the Government of the United States under these arrangements has, with respect to discoveries and inventions made in the course of the work pursuant to these arrangements, secured (a) the right to determine the relative value of the scientific contributions made to such discoveries and inventions by its participants, (b) the right to allocate among its participants the title to, and any and all rights in and under, patents covering such discoveries and inventions in such a manner as equitably to recognize their relative scientific contributions thereto, (c) the right to require the patentee of such discoveries and inventions to grant to the Government of the United States a non-exclusive, royalty-free license under any such patents for certain governmental purposes, and (d) the right to require the patentee of such discoveries and inventions to grant to others as may be determined to be in the national interest non-exclusive licenses at reasonable royalties; and,

WHEREAS, the Government of the United Kingdom has, for the same purpose and as part of the common undertaking, entered into similar arrangements with research workers in the United Kingdom; and,

WHEREAS, the Government of the United States and the Government of the United Kingdom, in order to increase the effectiveness of their common undertaking, have begun, for transmission to their respective participants, the interchange of scientific information pertaining to the purification, structure, or synthesis of penicillin, or a therapeutic equivalent; and,

WHEREAS, the Government of the United States and the Government of the United Kingdom now desire to formalize the terms on which such scientific information is being interchanged, and, in particular, desire both (a) to determine and recognize, in the allocation of the title to and rights in and under any and all patents covering discoveries or inventions relating to the purification, structure, or synthesis of penicillin, or a therapeutic equivalent, the relative value of the scientific contributions made to such inventions and discoveries by the participants of their respective Governments, and (b) to acquire, where deemed necessary to the national interest, the same right with regard to the other Government's participants as both Governments now have with regard to their own participants in the way of requiring the grant of licenses;

The two Governments have agreed as follows:

## ARTICLE I

### *Definitions*

For the purposes of this agreement, the following terms shall have the meaning herein given:

(a) "Penicillin" shall be deemed to mean any sulfur-containing antimicrobial compound, characterized by degradation to penicillamine, which may be obtained as a result of the growth of some strain of *Penicillium Notatum*.

(b) "Therapeutic equivalent" shall be deemed to mean any substance which exerts antimicrobial action, irrespective of the degree of its potency, substantially similar to that of penicillin, and which possesses a structure analogous to, homologous with, or derived from that of penicillin, or which on degradation can yield either (i) penicillamine or a homolog or an analog or a derivative thereof, or (ii) penaldic acid or a homolog or an analog or a derivative thereof.

(c) "American Participants" shall be deemed to mean those juridical persons, including Government departments and agencies, which have participated, are now participating, or may hereafter participate under contract, or other arrangement, in the program of research on the purification, structure, or synthesis of penicillin, or a therapeutic equivalent thereof, sponsored by the Government of the United States, acting through the Office of Scientific Research and Development.

(d) "British Participants" shall be deemed to mean those juridical persons, including Government departments, which have participated, are now participating, or may hereafter participate under contract, or other arrange-

ment, in the program of research on the purification, structure, or synthesis of penicillin, or a therapeutic equivalent thereof, sponsored by the Government of the United Kingdom, acting through the Medical Research Council.

(e) "Period of Exchange" shall be deemed to mean for the purposes of Article I (f) and Article II of this agreement the period beginning December 1, 1943, and ending October 31, 1945, both dates inclusive.

(f) "Patents" shall be deemed to mean those Letters Patent and/or applications therefor covering discoveries or inventions made during the Period of Exchange by the American Participants and/or the British Participants, as well as by their employees or other persons working under their direction, in furtherance of the program of research on the purification, structure, or synthesis of penicillin, or a therapeutic equivalent and subject to the contractual arrangements between said Participants and either the Government of the United States or the Government of the United Kingdom.

(g) "United States Patents" shall be deemed to mean all Letters Patent for which applications are made to or which are issued by the Government of the United States.

(h) "British Patents" shall be deemed to mean all Letters Patent for which applications are made to or which are issued by the Government of the United Kingdom.

(i) "Foreign Patents" shall be deemed to mean all Letters Patent for which applications are made to or which are issued by Governments other than those of the United States and the United Kingdom.

## ARTICLE II

### *Exchange of Information*

(a) Each Government will, during the Period of Exchange, furnish to the other Government all information pertaining to the purification, structure, and synthesis of penicillin, and/or a therapeutic equivalent, obtained by it or its Participants during or prior to the said Period of Exchange. This information will be furnished once each month and more often as the discovery of new information may warrant.

(b) Each Government will, during the Period of Exchange, transmit such information to its own Participants.

(c) Neither Government will, during the Period of Exchange, transmit or permit the transmission of, such information to persons who have not conferred upon their respective Government rights and powers with regard to Patents comparable to those conferred upon the Government of the United States by the American Participants, as exemplified in the form of Agreement annexed hereto as "Appendix A".

(d) Each Government will, during the Period of Exchange, classify all such information secret. After the Period of Exchange all and any information, whether patented or not, may be published at the desire of either Gov-

ernment, after consultation with the other Government, unless reasons satisfactory to both Governments against such a course are advanced by a Government or by a Participant in respect to any particular item or items of information.

(e) Each Government will make provision for maintaining in secrecy during the Period of Exchange any and all applications for Patents filed by its own Participants and will not permit such applications to be filed if secrecy cannot be maintained.

### ARTICLE III

#### *Disposition of Patents*

(a) The Government of the United States will decide whether or not discoveries and inventions made by the American Participants shall be the subject of patent applications anywhere in the world.

(b) The Government of the United Kingdom will decide whether or not discoveries and inventions made by the British Participants shall be the subject of completed patent applications in Great Britain or of patent applications in any other country.

(c) The Government of the United States will appraise and determine the value of the contributions made by both the American Participants and the British Participants to discoveries and inventions covered by United States Patents.

(d) The Government of the United Kingdom will appraise and determine the value of the contributions made by both the American Participants and the British Participants to discoveries and inventions covered by British Patents.

(e) The Governments of the United States and the United Kingdom will jointly appraise and determine the value of the contributions made by both the American Participants and the British Participants to discoveries and inventions covered by Foreign Patents.

(f) The Government of the United States will, after consultation with the Government of the United Kingdom, determine as between all Participants, whether British or American, on the basis of the relative value of their contributions to discoveries and inventions covered by United States Patents, the disposition of the title to and the rights in and under any and all such United States Patents. The Government of the United Kingdom will accept these determinations as its own and take all such action as may be necessary to make these determinations fully effective with regard to British Participants.

(g) The Government of the United Kingdom will, after consultation with the Government of the United States, determine as between all Participants, whether British or American, on the basis of the relative value of their contributions to discoveries and inventions covered by British Patents, the disposition of the title to, and the rights in and under, any and all such

British Patents. The Government of the United States will accept these determinations as its own and take all action that may be necessary to make these determinations fully effective with regard to American Participants.

(h) The Government of the United States and the Government of the United Kingdom will jointly determine as between all Participants, whether British or American, on the basis of the relative value of their contributions to discoveries and inventions covered by Foreign Patents, the disposition of the title to, and the rights in and under, any and all such Foreign Patents. It is recognized by both Governments that, to the extent consistent with the principles of disposition set forth in this agreement and in the contracts between the Government of the United States and the American Participants, attached hereto as Appendix "A", and in comparable agreements between the Government of the United Kingdom and the British Participants, Foreign Patent rights should not be exercised to hinder export by any Participant to any Foreign Country of Synthetic Penicillin or a Therapeutic Equivalent.

(i) Except as provided in this agreement, each Government shall be the sole and final judge on all questions of fact which arise out of or pertain to any relations between it and its own Participants.

#### ARTICLE IV

##### *Grant of Licenses*

(a) The Government of the United Kingdom will, at the request of the Government of the United States, require British Participants owning or controlling United States Patents to grant a license upon appropriate terms to be determined by the Government of the United Kingdom and at a total royalty rate not in excess of 5% of the lowest net wholesale price of penicillin, or a therapeutic equivalent thereof, charged by the licensee, to persons or organizations designated by the Government of the United States.

(b) The Government of the United States will, at the request of the Government of the United Kingdom, require American Participants owning or controlling British Patents to grant a license upon appropriate terms to be determined by the Government of the United States and at a total royalty rate not in excess of 5% of the lowest net wholesale price of penicillin, or a therapeutic equivalent thereof, charged by the licensee, to persons or organizations designated by the Government of the United Kingdom.

#### ARTICLE V

##### *Implementation*

The Government of the United States and the Government of the United Kingdom will, jointly and severally, take such action, execute such documents, and make or obtain such assignments, transfers, and dispositions of such rights and property of every kind as may be necessary fully to effectuate

this Agreement and to enable the Government of the United States and the Government of the United Kingdom to carry out the principles and further the objectives of this common undertaking.

## ARTICLE VI

### *Duration*

This agreement shall be deemed to have become effective on December 1, 1943, and the obligations of both Governments hereunder shall continue in full force and effect, except as herein otherwise specifically provided, until the last of the Patents herein referred to shall expire.

## APPENDIX "A"

Contract No. OEMcmr-  
Symbol No.

MEMORANDUM OF AGREEMENT made this       day of 1943, effective as of the 15th day of December, 1943, between THE UNITED STATES OF AMERICA (hereinafter called "the Government"), represented by the Director (hereinafter called "the Contracting Officer"), Office of Scientific Research and Development in the Office for Emergency Management, Executive Office of the President, and (hereinafter called "the Contractor").

WHEREAS, the adequate production of penicillin, a new drug derived from *Penicillium Notatum*, is essential to the effective prosecution of the war and the protection of the public health and welfare; and

WHEREAS, the present production of penicillin is limited because of the lack of adequate knowledge concerning (i) penicillin and (ii) the synthesis of penicillin or a therapeutic equivalent; and

WHEREAS, in order to prosecute the war effectively and protect adequately the public health and welfare it is necessary to increase the supply of penicillin, and to do so it is necessary, in the opinion of the Government, for the Government to (i) be informed of all presently known information regarding the purification and chemical structure of penicillin and (ii) coordinate or sponsor all research activities in the United States by public and private organizations looking toward the discovery of a method of synthesizing penicillin or a therapeutic equivalent; and

WHEREAS, the Contractor states that since it has been conducting studies and investigations concerning penicillin; and

WHEREAS, the parties desire that the Contractor continue to conduct studies and investigations, using, if necessary, penicillin made available under Government allocation orders, concerning the chemical structure of penicillin and the synthesis of penicillin or a therapeutic equivalent; and

WHEREAS, the Government intends to enter into agreements containing provisions substantially similar to those herein with other organizations which will conduct similar studies and investigations; and

WHEREAS, the Government desires to (i) make available to such organizations the information now possessed by the Contractor concerning the purification and chemical structure of penicillin, and (ii) provide for an interchange through the Government between the Contractor and such organizations of information hereafter discovered concerning purification and chemical structure of penicillin and the synthesis of penicillin or a therapeutic equivalent;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. *Definitions.* "Penicillin" refers to any sulfur-containing antimicrobial compound, characterized by degradation to penicillamine, which may be obtained as the result of the growth of some strain of *Penicillium Notatum*. "Therapeutic equivalent" refers to any substance which exerts antimicrobial action, irrespective of the degree of its potency, substantially similar to that of penicillin, and which possesses a structure analogous to, homologous with, or derived from that of penicillin, or which on degradation can yield either (i) penicillamine or a homolog or an analog or a derivative thereof, or (ii) penaldic acid or a homolog or an analog or a derivative thereof. "Contracting Officer" refers to the present Contracting Officer and his successors in office. An "authorized representative" can act hereunder only in the limited respects and to the extent specified in provisions of this contract wherein the term "authorized representative" is specifically used. "Authorized representative" refers to any person designated as such by the Contracting Office, who initially so designates: the Chairman of the Committee on Medical Research.

ARTICLE 2. (a) *Subject Work.* The Contractor shall, with the utmost dispatch, supply the necessary personnel and facilities for and conduct studies and experimental investigations in connection with (i) the chemical structure of penicillin and (ii) the synthesis of penicillin or a therapeutic equivalent. The Contractor shall also (iii) report to the Contracting Officer or an authorized representative immediately after the execution hereof its present knowledge concerning the purification and chemical structure of penicillin, including any such knowledge received under agreements with other organizations, (iv) report the progress of such studies and investigations on the 15th day of each month during the term hereof and from time to time upon discovering new information, (v) keep books and records showing the status of such studies and experimental investigations, and (vi) furnish to the Contracting Officer or an authorized representative a complete and final report of its findings and conclusions. Such reports shall be furnished in such quantity and form as may be required by the Contracting Officer or an authorized representative. The Contractor's undertakings under this paragraph are hereinafter called "the subject work."

(b) *Termination.* The subject work shall terminate either (i) on December 1, 1944, or (ii) upon the termination of the present hostilities between the Government and Germany and Japan, whichever period is longer, or (iii)

upon the earlier satisfactory completion of the subject work, but the rights and obligations of the parties hereto with respect to patent rights governed hereby shall continue during the life of such patent rights.

(c) *Acceleration of Termination.* The Contracting Officer may at any time advance the date fixed under paragraph (b) by giving the Contractor thirty (30) days' notice in writing that the subject work shall terminate at a specified earlier date.

(d) *Inspections.* The Contracting Officer or his authorized representatives may inspect the subject work and records thereon at all reasonable times.

(e) *Subcontracts.* The Contractor shall not enter into subcontracts involving research or development in connection with the subject work without obtaining the written approval of the Contracting Officer as to the substance and form thereof. The Contractor shall refer each prospective subcontract which might involve such research and development to the Contracting Officer or an authorized representative, who shall determine whether or not such research and development is involved.

(f) *Exchange of Information.* The Contracting Officer or his authorized representative shall from time to time with the utmost dispatch disclose to the Contractor information theretofore disclosed to the Government concerning the progress of similar studies and experimental investigations made by or on behalf of (i) other Government contractors, (ii) Government agencies, and (iii) other Governments. The Contracting Officer or an authorized representative is hereby authorized to disclose the progress of the subject work hereunder to such other Government contractors, Government agencies and the Governments of countries the defense of which the President deems vital to the defense of the United States under the terms of the Act of March 11, 1941,<sup>1</sup> as amended (hereinafter called "Lend-Lease Governments"); *Provided, That*, prior to making any such disclosures to such other Government contractors and Government agencies, the Government shall enter into agreements with them containing provisions substantially similar to those herein, and, prior to making any such disclosures to Lend-Lease Government, the Government shall obtain assurances therefrom to the effect that such information will not be further disclosed by such Lend-Lease Government prior to entering into an agreement with each recipient of such information to govern such disclosure containing provisions substantially similar to the provisions of Article 3 (b) hereof.

*ARTICLE 3. Patent Provisions.* (a) The Contracting Officer shall have the right to require the Contractor to grant, subject to the payment of royalties at reasonable rates to be determined by the Contractor but not in excess of five per cent (5%) of the lowest net wholesale price of penicillin or a therapeutic equivalent charged by the licensee, to persons, corporations or other organizations designated by the Contracting Officer, non-exclusive licenses to make, have made, use, sell or otherwise dispose of, material, substances, articles, or apparatus, and to use processes, embodying the subject matter of any or all

<sup>1</sup> 55 Stat. 31.

United States and foreign patents or applications for patents owned or controlled by the Contractor covering patentable discoveries or inventions heretofore or hereafter made and concerned with or resulting from the subject work and not attributable in any way to information disclosed hereunder to the Contractor. The Contractor hereby grants to the Government a non-exclusive, irrevocable, royalty-free license, to make, have made, and use, for military, naval, and national defense purposes, and to sell or otherwise dispose of in accordance with law, material, substances, articles, or apparatus, and to use processes, embodying the subject matter of any or all patent rights covered by this paragraph (a).

(b) The Contracting Officer shall determine whether or not discoveries or inventions hereafter made are attributable in whole or in part to information disclosed hereunder to the Contractor. Whenever any patentable discovery or invention which is attributable in whole or in part to information disclosed hereunder to the Contractor is made by the Contractor, its employees, or other persons working under its direction, in the course of the subject work, the Contracting Officer shall have the sole power to determine whether or not a patent application shall be filed, and to determine, as between the Contractor and the persons, corporations or other organizations which contributed the information to which the patentable discovery or invention is attributable in whole or in part, the disposition of the title to and the rights, including without limitation licenses, royalty-free or otherwise, under any application or patent, United States or foreign, that may result; *Provided*, That the Government shall be granted a non-exclusive, irrevocable, royalty-free license, to make, have made, and use, for military, naval, and national defense purposes, and to sell or otherwise dispose of in accordance with law, material, substances, articles, or apparatus, and to use processes, embodying the subject matter of any or all patent rights covered by this paragraph (b); *Provided, further*, That the Contracting Officer shall retain the right to require the patentee to grant, subject to the payment of royalties at reasonable rates to be determined by the patentee but not in excess of five per cent (5%) of the lowest net wholesale price of penicillin or a therapeutic equivalent charged by the licensee, to persons, corporations or other organizations designated by the Contracting Officer, non-exclusive licenses to make, have made, use, sell or otherwise dispose of, material, substances, articles or apparatus, and to use processes, embodying the subject matter of any or all patent rights covered by this paragraph (b).

(c) The judgment of the Contracting Officer on matters to be determined under this Article shall be accepted as final, and the Contractor, for itself, its employees, and other persons working under its direction, agrees that the inventor or inventors will execute all documents and do all things necessary or proper to carry out the judgment of the Contracting Officer.

(d) Any and all licenses granted under the provisions of this Article

shall be restricted to the manufacture, use, sale or other disposition of penicillin or a therapeutic equivalent.

(e) The Contracting Officer shall recommend to the Commissioner of Patents any modification necessary to carry out the provisions of this Article of any secrecy orders issued against applications for patents covered by this Article.

ARTICLE 4. *Security Provisions.* (a) During the continuance of the present unlimited National Emergency, the Contractor shall not disclose any information concerning this contract or obtained as a result of the performance of its undertakings hereunder to any person, except employees assigned to such work, without the written consent of the Contracting Officer or an authorized representative. Subsequent to the termination of such Emergency, disclosure of such information shall be governed by the applicable laws and regulations governing the disclosure of classified information. Disclosure of information concerning this contract or such work to any person not entitled to receive it, or failure to safeguard all such classified matters within the Contractor's control, may subject the Contractor, its employees and subcontractors to criminal liability under the laws of the United States, including (i) 50 U.S.C. Chap. 4, (ii) 50 U.S.C. 45-45d, as supplemented by Executive Order 8381, dated March 22, 1940, and (iii) 35 U.S.C., 42c.

(b) The Contractor shall immediately submit a confidential report to the Contracting Officer whenever for any cause it has reason to believe that there is an active danger of espionage or sabotage affecting any of the subject work.

(c) The Contractor shall not employ any alien on or permit any alien to have access to the subject work or any plans, specifications or records relating to its undertakings hereunder without the written consent of the Contracting Officer as to each such alien.

(d) The Contractor, whenever requested by the Contracting Officer or an authorized representative, shall report to the Contracting Officer the citizenship, country of birth or alien status of any or all of its employees at the site of or having access to any of the subject work.

(e) The Contractor shall not employ or continue to employ on, and shall exclude from the site of, any of the subject work any person or persons designated in writing by the Contracting Officer or an authorized representative for cause as undesirable to have access to such work.

ARTICLE 5. *Public Policy Provisions.* (a) The Contractor warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to annul the contract or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by the Contractor upon contracts or sales secured or made through bona fide established commercial

or selling agencies maintained by the Contractor for the purpose of securing business.

(b) No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

(c) The Contractor shall not discriminate in any act performed hereunder against any person on the ground of race, creed, color or national origin, and shall include such provision in each subcontract.

ARTICLE 6. *Disputes.* All disputes concerning questions of fact arising hereunder shall be decided by the Contracting Officer, and his decisions and findings thereon shall be binding on the Contractor.

IN WITNESS WHEREOF, the Government and the Contractor have caused this contract to be signed and sealed, intending to be legally bound thereby.

THE UNITED STATES OF AMERICA

Witnesses:

\_\_\_\_\_ By \_\_\_\_\_ (SEAL)  
*Director, Office of Scientific  
 Research and Development.  
 (Contracting Officer)*

\_\_\_\_\_ By \_\_\_\_\_ (SEAL)  
*(Contractor)*

*The British Ambassador to the Acting Secretary of State*

BRITISH EMBASSY,  
 WASHINGTON, D.C.

No. 62

25th January, 1946

SIR,

I have the honour to acknowledge your Note of today's date informing me that the Government of the United States of America is prepared to conclude with the Government of the United Kingdom of Great Britain and Northern Ireland an agreement on the principles applying to the exchange of information looking to the synthesis of penicillin, in accordance with the text enclosed therewith.

2. On instructions from His Majesty's Principal Secretary of State for Foreign Affairs, I have the honour to state that the terms of agreement contained in the text enclosed with your Note are acceptable to the Government of the United Kingdom and that, in accordance with the suggestion made in the

third paragraph of your Note, the Government of the United Kingdom considers the agreement as concluded between the two Governments on this date.

3. By virtue of Article VI thereof, the agreement is deemed to have become effective on December 1, 1943, and with particular reference to the provisions in Article II, it is the understanding of the Government of the United Kingdom that the agreement confirms and finalizes the terms on which, during the period December 1, 1943, to October 31, 1945, inclusive, scientific information pertaining to the purification, structure, or synthesis of penicillin, or a therapeutic equivalent, has been interchanged to the same extent as though the agreement had been concluded and brought into force on the date of the commencement of that period.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble Servant,

HALIFAX

The Honourable DEAN ACHESON,

*Acting Secretary of State of the United States,  
Washington, D.C.*

## AIR TRANSPORT SERVICES

*Agreement, with annex, signed at Bermuda February 11, 1946*

*Entered into force February 11, 1946*

*Amended by agreements of December 20, 1946, and January 27, 1947;<sup>1</sup>  
May 21 and 23, 1947;<sup>2</sup> January 14, 1948;<sup>3</sup> August 4 and 16,  
1955;<sup>4</sup> October 17 and 30, 1956;<sup>5</sup> December 2 and 28, 1956;<sup>6</sup>  
and May 27, 1966<sup>7</sup>*

60 Stat. 1499, Treaties and Other  
International Acts Series 1507

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM RELATING TO AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland,

Desiring to conclude an Agreement for the purpose of promoting direct air communications as soon as possible between their respective territories,

Have accordingly appointed authorised representatives for this purpose, who have agreed as follows:

#### ARTICLE 1

Each Contracting Party grants to the other Contracting Party rights to the extent described in the Annex to this Agreement for the purpose of the establishment of air services described therein or as amended in accordance with Section IV of the Annex (hereinafter referred to as "the agreed services").

#### ARTICLE 2

(1) The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted,

<sup>1</sup> TIAS 1640, *post*, p. 809.

<sup>2</sup> TIAS 1641, *post*, p. 814.

<sup>3</sup> TIAS 1714, *post*, p. 847.

<sup>4</sup> 6 UST 2919; TIAS 3338.

<sup>5</sup> 7 UST 2934; TIAS 3675.

<sup>6</sup> 7 UST 3451; TIAS 3719.

<sup>7</sup> 17 UST 683; TIAS 6019.

but not before (a) the Contracting Party to whom the rights have been granted has designated an air carrier or carriers for the specified route or routes, and (b) the Contracting Party granting the rights has given the appropriate operating permission to the air carrier or carriers concerned (which, subject to the provisions of paragraph (2) of this Article and of Article 6, it shall do without undue delay).

(2) The designated air carrier or carriers may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it or they is or are qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operations of commercial air carriers.

(3) In areas of military occupation, or in areas affected thereby, such inauguration will continue to be subject, where necessary, to the approval of the competent military authorities.

### ARTICLE 3

(1) The charges which either of the Contracting Parties may impose, or permit to be imposed, on the designated air carrier or carriers of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international air services.

(2) 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, a designated air carrier of the other Contracting Party and intended solely for use by the aircraft of such carrier shall be accorded, with respect to customs duties, inspection fees or other charges imposed by the former Contracting Party, treatment not less favourable than that granted to national air carriers engaged in international air services or such carriers of the most favoured nation.

(3) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of a designated air carrier 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 within that territory.

### ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operation of the agreed services. Each Contracting Party reserves the right, however, to refuse to recognise for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

## ARTICLE 5

(1) The laws and regulations of one Contracting Party relating to entry into 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 apply to aircraft of the designated air carrier or carriers of the other Contracting Party.

(2) The laws and regulations of one Contracting Party relating to the entry into 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 applicable to the passengers, crew or cargo of the aircraft of the designated air carrier or carriers of the other Contracting Party while in the territory of the first Contracting Party.

## ARTICLE 6

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by a carrier designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such carrier are vested in nationals of either Contracting Party, or in case of failure by that carrier to comply with the laws and regulations referred to in Article 5 hereof, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement and its Annex.

## ARTICLE 7

This Agreement 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.<sup>8</sup>

## ARTICLE 8

Except as otherwise provided in this Agreement or its Annex, if either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the aeronautical authorities of both Contracting Parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities agree on modifications to the Annex, these modifications will come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel.

## ARTICLE 9

Except as otherwise provided in this Agreement or in its Annex, any dispute between the Contracting Parties relating to the interpretation or application

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<sup>8</sup> EAS 469, *ante*, vol. 3, p. 929.

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 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) or its successor.

#### ARTICLE 10

The terms and conditions of operating rights which may have been granted previously by either Contracting Party to the other Contracting Party or to an air carrier of such other Contracting Party shall not be abrogated by the present Agreement. Except as may be modified by the present Agreement, the general principles of the air navigation arrangement between the two Contracting Parties, which was effected by an Exchange of Notes dated March 28 and April 5, 1935,<sup>9</sup> shall continue in force in so far as they are applicable to scheduled international air services, until otherwise agreed by the Contracting Parties.

#### 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

For the purposes of this Agreement and its Annex, unless the context otherwise requires:

(a) The term "aeronautical authorities" shall mean, in the case of the United States, the Civil Aeronautics Board and any person or body authorised to perform the functions presently exercised by the Board or similar functions, and, in the case of the United Kingdom, the Minister of Civil Aviation for the time being, and any person or body authorised to perform any functions presently exercised by the said Minister or similar functions.

(b) The term "designated air carriers" shall mean the air transport enterprises which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as the air carriers designated by it in accordance with Article 2 of this Agreement for the routes specified in such notification.

(c) The term "territory" shall have the meaning assigned to it by Article 2 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944.<sup>10</sup>

<sup>9</sup> EAS 76, *ante*, p. 501.

<sup>10</sup> TIAS 1591, *ante*, vol. 3, p. 944.

(d) The definitions contained in paragraphs (a), (b) and (d) of Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 shall apply.

#### ARTICLE 13

Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of this Agreement or its Annex which may be desirable in the light of experience. Pending the outcome of such consultation, it shall be open to either Party at any time to give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the Provisional International Civil Aviation Organisation or its successor. If such notice is given, this Agreement shall terminate twelve calendar months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry 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 or its successor.

#### ARTICLE 14

This Agreement, including the provisions of the Annex hereto, will come into force on the day it is signed.

IN WITNESS whereof the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE in duplicate this eleventh day of February Nineteen-hundred-and-forty-six at Bermuda.

For the Government of the United States of America

GEORGE P. BAKER  
HARLLEE BRANCH  
STOKELEY W. MORGAN  
GARRISON NORTON  
L. WELCH POGUE  
OSWALD RYAN

For the Government of the United Kingdom of Great  
Britain and Northern Ireland

A. H. SELF  
W. P. HILDRED  
W. J. BIGG  
L. J. DUNNETT  
PETER G. MASEFIELD

## ANNEX

## I

For the purposes of operating air services on the routes specified below in Section III of this Annex or as amended in accordance with Section IV hereof, the designated air carriers of one of the Contracting Parties shall be accorded in the territory of the other Contracting Party the use on the said routes at each of the places specified therein of all the airports (being airports designated for international air services), together with ancillary facilities and rights of transit, of stops for non-traffic purposes and of commercial entry and departure for international traffic in passengers, cargo and mail in full accord and compliance with the principles recited and agreed in the Final Act of the Conference on Civil Aviation held between the Governments of the United States and of the United Kingdom at Bermuda from January 15 to February 11, 1946, and subject to the provisions of Sections II and V of this Annex.

## II

(a) Rates to be charged by the air carriers of either Contracting Party between points in the territory of the United States and points in the territory of the United Kingdom referred to in this Annex shall be subject to the approval of the Contracting Parties within their respective constitutional powers and obligations. In the event of disagreement the matter in dispute shall be handled as provided below.

(b) The Civil Aeronautics Board of the United States having announced its intention to approve the rate conference machinery of the International Air Transport Association (hereinafter called "IATA"), as submitted, 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 carriers will be subject to approval by the Board.

(c) Any new rate proposed by the air carrier or carriers of either 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.

(d) The Contracting Parties hereby agree that where :

(1) during the period of the Board's approval of the IATA rate conference machinery, either any specific rate agreement is not approved within a reasonable time by either Contracting Party or a conference of IATA is unable to agree on a rate, or

(2) at any time no IATA machinery is applicable, or

(3) either Contracting Party at any time withdraws or fails to renew its approval of that part of the IATA rate conference machinery relevant to this provision,

the procedure described in paragraphs (e), (f) and (g) hereof shall apply.

(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, each of the Contracting Parties shall thereafter exercise its authority in such manner as to prevent any rate or rates proposed by one of its carriers for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party from becoming effective, if, in the judgment of the aeronautical authorities of the Contracting Party whose air carrier or carriers is or are proposing such rate, that rate is unfair or uneconomic. If one of the Contracting Parties on receipt of the notification referred to in paragraph (c) above is dissatisfied with the new rate proposed by the air carrier or carriers of the other Contracting Party, it shall so notify the other Contracting Party prior to the expiry of the first fifteen of the thirty days referred to, and the Contracting Parties shall endeavour to reach agreement on the appropriate rate. In the event that such agreement is reached each Contracting Party will exercise its statutory powers to give effect to such agreement. If agreement has not been reached at the end of the thirty day period referred to in paragraph (c) above, the proposed rate may, unless the aeronautical authorities of the country of the air carrier concerned see fit to suspend its operation, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (g) below.

(f) Prior to the time when such power may be conferred by law upon the aeronautical authorities of the United States, if one of the Contracting Parties is dissatisfied with any new rate proposed by the air carrier or carriers of either Contracting Party for services from the territory of one Contracting Party to a point or points in the territory of the other Contracting Party, it shall so notify the other prior to the expiry of the first fifteen of the thirty day period referred to in paragraph (c) above, and the Contracting Parties shall endeavour to reach agreement on the appropriate rate. 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 carrier or carriers. It is recognised that if no such agreement can be reached prior to the expiry of such thirty days, 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.

(g) When in any case under paragraphs (e) and (f) above the aeronautical authorities of the two Contracting Parties cannot agree within a reasonable time upon the appropriate rate after consultation initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the air carrier or carriers of the other Contracting Party, upon the

request of either, both Contracting Parties shall submit the question to the Provisional International Civil Aviation Organisation or to its successor for an advisory report, and each Party will use its best efforts under the powers available to it to put into effect the opinion expressed in such report.

(h) The rates to be agreed in accordance with the above paragraphs shall be fixed 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 carriers.

(i) The Executive Branch of the Government of the United States agrees to use its best efforts to secure legislation empowering 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.

### III

#### (a) ROUTES TO BE SERVED BY AIR CARRIERS OF THE UNITED KINGDOM

(In both directions; stops for non-traffic purposes omitted)

POINT OF DEPARTURE (Any one or more of the following)	INTERMEDIATE POINTS (Any one or more of the following, if desired)	DESTINATION IN U.S. TERRITORY (Any one or more of the following, if desired)	POINTS BEYOND (Any one or more of the following, if desired)
1. London		New York	San Francisco and the points on Route 7.
2. London Prestwick	Shannon Iceland Azores Bermuda Gander Montreal	New York Chicago Detroit Philadelphia Washington Baltimore Boston	
3.*London Prestwick	Shannon Iceland Azores Bermuda Gander Montreal	New York	(a) New Orleans Mexico City (b) Cuba Jamaica Panama A point in Colombia A point in Ecuador Lima Santiago

\*Notice will be given by the aeronautical authorities of the United Kingdom to the aeronautical authorities of the United States of the route service patterns according to which services will be inaugurated on these routes.

(a) ROUTES TO BE SERVED BY AIR CARRIERS OF THE UNITED KINGDOM—  
Continued

POINT OF DEPARTURE (Any one or more of the following)	INTERMEDIATE POINTS (Any one or more of the following, if desired)	DESTINATION IN U.S. TERRITORY (Any one or more of the following, if desired)	POINTS BEYOND (Any one or more of the following, if desired)
4. Bermuda		Baltimore Washington New York	Montreal
5. *Trinidad British Guiana Jamaica British Honduras	Tobago Barbados Grenada St. Vincent St. Lucia Antigua St. Kitts St. Thomas San Juan Ciudad Trujillo Port au Prince Jamaica Cuba Nassau Bermuda	Miami	
6. Nassau Cat Cay		Miami Palm Beach	
7. Singapore Hong Kong	Manila Guam Wake Midway Honolulu	San Francisco	

\*Notice will be given by the aeronautical authorities of the United Kingdom to the aeronautical authorities of the United States of the route service patterns according to which services will be inaugurated on these routes.

## (b) ROUTES TO BE SERVED BY AIR CARRIERS OF THE UNITED STATES

(In both directions; stops for non-traffic purposes omitted)

POINT OF DEPARTURE (Any one or more of the following)	INTERMEDIATE POINTS (Any one or more of the following, if desired)	DESTINATION IN U. K. TERRITORY (Any one or more of the following, if desired)	POINTS BEYOND (Any one or more of the following, if desired)
1.*Chicago Detroit Washington Philadelphia New York Boston Baltimore	Gander Greenland Iceland Shannon	London Prestwick	Amsterdam Helsinki Copenhagen Stavanger Oslo Stockholm Warsaw Berlin Frankfurt Moscow Leningrad Points in the Baltic countries
2.*New York Chicago Philadelphia Baltimore Washington Boston Detroit	Gander Greenland Iceland Shannon	London Prestwick	Brussels Munich Prague Vienna Budapest Belgrade Bucharest Istanbul Ankara A point in Iran Beirut A point in Syria A point in Iraq A point in Afghanistan Karachi Delhi Calcutta
3.*Chicago Detroit Washington New York Boston Baltimore Philadelphia	Gander Shannon Greenland Iceland Paris A point in Switzerland Rome Athens Cairo	Lydda	A point in Iraq Dhahran Bombay Calcutta A point in Burma A point in Siam A point or points in Indo-China A point or points in China

\*Notice will be given by the aeronautical authorities of the United Kingdom to the aeronautical authorities of the United States of the route service patterns according to which services will be inaugurated on these routes.

(b) ROUTES TO BE SERVED BY AIR CARRIERS OF THE UNITED STATES—  
Continued

POINT OF DEPARTURE (Any one or more of the following)	INTERMEDIATE POINTS (Any one or more of the following, if desired)	DESTINATION IN U. K. TERRITORY (Any one or more of the following, if desired)	POINTS BEYOND (Any one or more of the following, if desired)
4. Chicago Detroit Washington New York Boston Baltimore Philadelphia	Gander Azores Lisbon (a) Algiers Tunis Tripoli Benghazi Cairo	Lydda   (b) Madrid Rome Athens Cairo	From Lydda to points beyond as described in Route 3
5. New York Chicago Detroit Washington Philadelphia Boston Baltimore	Gander Bermuda Azores	London	(From the Azores) Lisbon Barcelona Marseilles
6.*San Francisco Los Angeles	Honolulu Midway Wake Guam Manila	Hong Kong	Macao A point or points in China A point or points in Indo-China A point or points in Siam A point or points in Burma Calcutta
7.*San Francisco Los Angeles	Honolulu Midway Wake Guam Manila A point or points in Indo-China	Singapore	Batavia
8. New York Washington Baltimore		Bermuda	
9. Miami Palm Beach		Cat Cay Nassau	

\*Notice will be given by the aeronautical authorities of the United States to the aeronautical authorities of the United Kingdom of the route service patterns according to which services will be inaugurated on these routes.

(b) ROUTES TO BE SERVED BY AIR CARRIERS OF THE UNITED STATES—  
Continued

POINT OF DEPARTURE (Any one or more of the following)	INTERMEDIATE POINTS (Any one or more of the following, if desired)	DESTINATION IN U. K. TERRITORY (Any one or more of the following, if desired)	POINTS BEYOND (Any one or more of the following, if desired)
10. Miami	Points in Cuba	Jamaica	(a) Baranquilla via South American points to Balboa (b) Baranquilla via South American points to Trinidad
11. New Orleans Houston	Points in Cuba	Jamaica	Aruba South American points
12. New York Miami	Camaguey Port au Prince Cuidad Trujillo San Juan Saint Thomas Point a Pitre Fort de France	Antigua St. Lucia Trinidad British Guiana	Via South American points to Buenos Aires
13. New York	(a) Azores Dakar Monrovia (b) San Juan Trinidad British Guiana Belem Natal Monrovia Ascension Island	Accra or Lagos	Leopoldville Johannesburg

## IV

(a) Amendments made by either Contracting Party to the routes described in Section III of this Annex which change the points served in the territory of the other Contracting Party will be made only after consultation in accordance with the provisions of Article 8 of this Agreement.

(b) Other route changes desired by either Contracting Party may be made and put into effect at any time, prompt notice to that effect being given by the aeronautical authorities of the Contracting Party concerned to the aeronautical authorities of the other Contracting Party. If such other Contracting Party finds that, having regard to the principles set forth in paragraph (6) of the Final Act of the Conference referred to in Section I of this Annex, the interests of its air carrier or carriers are prejudiced by the carriage by the air carrier or carriers of the first Contracting Party of traffic between the ter-

ritory of the second Contracting Party and the new point in the territory of a third country it shall so inform the first Contracting Party. If agreement cannot be reached by consultation between the Contracting Parties, it shall be open to the Contracting Party whose air carrier or carriers is or are affected to invoke the provisions of Article 9 of this Agreement.

(c) The Contracting Parties will, as soon as possible after the execution of this Agreement and from time to time thereafter, exchange information concerning the authorisations extended to their respective designated air carriers 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 routes which are the subject of this Agreement, and for the future such new certificates and authorisations as may be issued, together with amendments, exemption orders and authorised service patterns.

## V

(a) Where the onward carriage of traffic by an aircraft of different size from that employed on the earlier stage of the same route (hereinafter referred to as "change of gauge") is justified by reason of economy of operation, such change of gauge at a point in the territory of the United Kingdom or the territory of the United States shall not be made in violation of the principles set forth in the Final Act of the Conference on Civil Aviation held at Bermuda from January 15 to February 11, 1946 and, in particular, shall be subject to there being an adequate volume of through traffic.

(b) Where a change of gauge is made at a point in the territory of the United Kingdom or in the territory of the United States, the smaller aircraft will operate only in connection with the larger aircraft arriving at the point of change, so as to provide a connecting service which will thus normally wait on the arrival of the larger aircraft, for the primary purpose of carrying onward those passengers who have travelled to United Kingdom or United States territory in the larger aircraft to their ultimate destination in the smaller aircraft. Where there are vacancies in the smaller aircraft such vacancies may be filled with passengers from United Kingdom or United States territory respectively. It is understood however that the capacity of the smaller aircraft shall be determined with primary reference to the traffic travelling in the larger aircraft normally requiring to be carried onward.

(c) It is agreed that the arrangements under any part of the preceding paragraphs (a) and (b) shall be governed by and in no way restrictive of the standards set forth in paragraph (6) of the Final Act.

A. H. S.  
W. J. B.  
W. P. H.  
L. J. D.  
P. G. M.

G. P. B.  
H. B.      O. R.  
S. M.  
G. N.  
L. W. P.

# PREVENTION OF ABUSES OF CUSTOMS PRIVILEGES AT CERTAIN LEASED NAVAL AND AIR BASES

*Exchange of notes at Washington January 18 and February 21, 1946,  
supplementing agreement of March 27, 1941*

*Entered into force February 21, 1946*

*Superseded in part by agreement of February 10, 1961,<sup>1</sup> with the  
Federation of The West Indies*

61 Stat. 2637; Treaties and Other  
International Acts Series 1592

*The British Ambassador to the Acting Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.  
*January 18th, 1946*

No. 35  
Ref: 265/2/46

SIR,

I have the honour to inform Your Excellency that the Government of the United Kingdom has agreed to the following understanding in respect of paragraph (1) (D) [(d)] of Article XIV of the Agreement for the Use and Operation of Certain Bases which was concluded between the Governments of the United States and of the United Kingdom at London on March 27th, 1941,<sup>2</sup> insofar as that Agreement relates to bases in Bermuda, in the Caribbean and in British Guiana:

(a) By arrangement with the United States authorities, the Colonial authorities will be shown and have explained to them the administrative measures taken to prevent the unauthorised resale of goods sold under Article XIV (1) (C) and other precautions taken to prevent abuse of customs privileges granted under that Article.

(b) The United States authorities will undertake to ensure that free importation is strictly limited to goods covered by the above-mentioned Agreement and subsequent correspondence and, in particular, that goods outside the interpretation given by the Government of the United Kingdom to Article XIV (1) (D) but within that given to it by the Government of the

<sup>1</sup> 12 UST 408; TIAS 4734.

<sup>2</sup> EAS 235, *ante*, p. 560.

United States (consumable goods and goods acquired after first arrival) and presents are not admitted free of duty unless they comply with the conditions already agreed, i.e. they must be (i) of United States origin, if the Colonial Government so requires, (ii) imported by (or presents for) United States personnel described in Article XIV (1) (C), and (iii) imported for the personal use of the recipient.

(c) This understanding and these arrangements are subject to and without prejudice to reconsideration of the question *ab initio* in due course.

(d) It is, of course, also understood that the United States will continue to do all in their power to prevent any abuse of customs privileges and that United States authorities will co-operate with the Colonial authorities to this end at every level both in prevention and in investigation of cases where there is evidence of leakage.

2. If the Government of the United States agrees to this understanding, I would suggest that the present Note and Your Excellency's reply to that effect be regarded as placing it on record.

I have the honour to be with the highest consideration, Sir,  
Your most obedient humble Servant,

JOHN BALFOUR  
(For the Ambassador)

The Honourable DEAN ACHESON,  
*Acting Secretary of State,  
Department of State,  
Washington, D.C.*

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*The Secretary of State to the British Ambassador*

FEBRUARY 21, 1946

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note no. 35 of January 18, 1946 (Ref: 265/2/46), stating that the Government of the United Kingdom has agreed to the following understanding in respect of paragraph (1) (D) of Article XIV of the Agreement for the Use and Operation of Certain Bases, which was concluded between the Governments of the United States and of the United Kingdom at London on March 27, 1941, in so far as that Agreement relates to Bases in Bermuda, in the Caribbean and in British Guiana:

[For text of understanding, see paragraphs (a)–(d) in British note, above.]

In reply I have the honor to inform Your Excellency that the Government of the United States agrees with the above understanding and that Your Excellency's note and this reply will be regarded as placing it on record.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

DONALD RUSSELL

His Excellency

The Right Honorable

THE EARL OF HALIFAX, K.G.,

*British Ambassador.*

## PURCHASE OF NATURAL RUBBER

*Exchange of notes at Washington January 28 and March 1, 1946*

*Entered into force March 1, 1946*

*Expired March 31, 1946*

60 Stat. 1694; Treaties and Other  
International Acts Series 1526

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*Jan. 28, 1946*

EXCELLENCY:

I have the honor to inform Your Excellency that the Government of the United States of America is prepared to enter into an agreement for the purchase of all natural rubber allocated from all British areas in the Far East to the United States of America by the Combined Raw Materials Board, or successor body, according to the following terms:

The Rubber Development Corporation, which is the agency of the Government of the United States of America which has been designated to negotiate for and effect the purchase of all natural rubber allocated to the United States of America by the Combined Raw Materials Board or successor body, shall purchase from the British Government all natural rubber which has been or shall be so allocated from all British areas in the Far East at a price of  $20\frac{1}{4}$  cents United States currency per pound for standard top grades with appropriate differentials for other types and grades, at Far Eastern port free on board ocean going steamer destined for United States port. In the case of Ceylon this price shall be paid only on rubber covered by ocean bills of lading bearing a date between January 1, 1946 and March 31, 1946, inclusive. In the case of all other areas in the Far East, this price shall be paid on rubber covered by ocean bills of lading bearing dates between September 2, 1945 (V-J Day) and March 31, 1946, inclusive. Payment for such rubber will be effected by the opening of an appropriate letter or letters of credit in favor of such agency of the British Government as shall be designated, which letters of credit shall provide for payment against shipping documents endorsed "on board" ocean going steamer evi-

dencing that the rubber has been shipped consigned to "Reconstruction Finance Corporation, 15 William Street, New York 5, New York." Quality and weights shall be as declared by the shipper, with the understanding that an appropriate adjustment will be made in the event of any substantial discrepancy between the quality and weights as declared by the shipper and the quality and weights as determined upon inspection and weighing in the United States.

This note, together with your reply indicating acceptance by the Government of the United Kingdom of the offer contained herein, shall be deemed by the Government of the United States of America as bringing the above agreement into full force and effect. The Rubber Development Corporation will execute with the appropriate United Kingdom authority a contract embodying the details of the above agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

WILLIAM L. CLAYTON

His Excellency

The Right Honorable

THE EARL OF HALIFAX, K.G.,

*British Ambassador.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

WASHINGTON, D.C.

*March 1, 1946*

No. 127

SIR,

I have the honour to refer to your Note of January 28th in which you stated that the Government of the United States of America was prepared to enter into an agreement for the purchase of all natural rubber allocated from all British areas in the Far East to the United States of America by the Combined Raw Materials Board or successor body.

2. I understand that the Rubber Development Corporation and the British Supply and Air Commission have reached agreement regarding the terms upon which such rubber shall be purchased by the United States Government. I further understand that the Rubber Development Corporation and the British Supply and Air Commission have mutually agreed (a) that the price to be paid shall be determined on the basis of the landed weight and description of such rubber and (b) that shipments of Ceylon rubber shall not be covered by the Rubber Development Corporation's contract with H. M. Government inasmuch as all shipments of rubber to the United States from

Ceylon during the period September 2, 1945 to March 31, 1946 have been covered by the so-called Reciprocal Aid Pipeline Agreement.<sup>1</sup>

3. This Note conveys acceptance by the Government of the United Kingdom of the offer made by the Government of the United States of America as embodied in the understanding now reached between the Rubber Development Corporation and the British Supply and Air Commission.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble Servant

HALIFAX

The Honourable

JAMES F. BYRNES,

*Secretary of State of the United States,  
Washington, D.C.*

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<sup>1</sup> Agreement signed at Washington Mar. 27, 1946 (TIAS 1509, *post*, p. 745).

## LEND-LEASE SETTLEMENT

*Memorandum signed at Washington March 27, 1946, with texts of agreements*

*Entered into force March 27, 1946*

*Agreement II on settlement of intergovernmental claims supplemented by agreement of February 19 and 28, 1947*<sup>1</sup>

*Agreement IV on military holdings modified by agreement of January 7, 1948*<sup>2</sup>

*Agreements I-IX modified and supplemented by agreement of July 12, 1948*<sup>3</sup>

60 Stat. 1525; Treaties and Other  
International Acts Series 1509

### MEMORANDUM PURSUANT TO JOINT STATEMENT OF DECEMBER 6, 1945, REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY, AND CLAIMS

1. The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland announced in a Joint Statement of December 6, 1945<sup>4</sup> that they had reached an understanding for the settlement of lend-lease and reciprocal aid, for the acquisition of United States Army and Navy surplus property, and the United States interest in installations, located in the United Kingdom, and for the final settlement of the financial claims of each Government against the other arising out of the conduct of the war. It was therein stated that specific agreements necessary to implement that understanding, setting forth the terms in detail, and consistent with the Joint Statement were in the course of preparation. These have now been completed.

2. These specific agreements, which are annexed hereto, are as follows:

I. Agreement on Lend-Lease and Reciprocal Aid Pipelines and Offsetting Arrangement.

II. Agreement on Settlement of Intergovernmental Claims.

<sup>1</sup> TIAS 1635, *post*, p. 812.

<sup>2</sup> TIAS 1698, *post*, p. 843.

<sup>3</sup> TIAS 1770, *post*, p. 897.

<sup>4</sup> TIAS 1509, *ante*, p. 700.

- III. Agreement relating to Civilian Holdings.
- IV. Agreement relating to Military Holdings.
- V. Agreement on Lend-Lease Aircraft (Non-Combat) and Spares.
- VI. Agreement relating to Petroleum.
- VII. Agreement on Lend-Lease and Reciprocal Aid Installations.
- VIII. Agreement relating to United States Army and Navy Surplus Property and Surplus Installations in the United Kingdom.
- IX. Agreement relating to Tort Claims.

3. With the exception of certain small craft specifically covered by these Agreements, vessels furnished under lend-lease and reciprocal aid are subject to return to the supplying Government in accordance with the terms upon which they were furnished or with detailed arrangements agreed or to be agreed between the two Governments. Consequently no separate agreement relating to such vessels is included among these Agreements.

4. Insofar as provisions of these Agreements relate to British Colonial Dependencies, they are to be regarded as relating also to Southern Rhodesia.

5. The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland hereby signify their acceptance of the terms of the Agreements annexed hereto.

DONE in Washington in duplicate this twenty-seventh day of March, 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 the United Kingdom of Great Britain and Northern Ireland:

HALIFAX

*His Majesty's Ambassador Extraordinary and Plenipotentiary at Washington*

## I

### AGREEMENT ON LEND-LEASE AND RECIPROCAL AID PIPELINES AND OFFSETTING ARRANGEMENT

In accordance with their JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS, dated December 6, 1945, the Governments of the United States and of the United Kingdom have reached agreement as set forth below regarding settlement for articles and services furnished after September 1, 1945 to either Government through lend-lease and reciprocal aid channels and regarding other matters covered by the offsetting arrangement described in paragraph 3 (a) of the Joint Statement. In general this agreement covers certain articles

and services which were intended for supply through mutual aid channels but which, on September 2, 1945, had not been made available to the recipient Government.

A. PROVISIONS OF CERTAIN MILITARY AND NAVAL SUPPLIES AND SERVICES AS BETWEEN ARMED FORCES

1. Straight mutual aid between the Governments of the United States and of the United Kingdom was terminated generally on September 2, 1945, with certain exceptions (which include the provision of military and naval supplies and services referred to in paragraph 2 of this section).

2. In accordance with standing directives, the United States War and Navy Departments have had discretion, in the period after September 2, 1945, to continue to make supplies and services available to the United Kingdom Armed Forces on a straight lend-lease basis in certain specified circumstances. Similarly United Kingdom military and air commanders in the areas under the South East Asia Command and under the United States Army Forces in the Pacific Theatre, and United Kingdom naval commanders in all theatres, have had discretion to make supplies and services available to United States Armed Forces on a straight reciprocal aid basis in similar circumstances. Supplies and services furnished on the above basis are excepted from the arrangements outlined below.

3. It has been agreed that accounts will be rendered in due course for supplies and services (other than any furnished on a straight lend-lease or reciprocal aid basis) furnished by the United States and United Kingdom Armed Forces to each other during the period from September 2, 1945 to December 31, 1945, inclusive, and that such accounts will be settled under the offsetting arrangement referred to in section E of this Agreement. Any such supplies and services furnished after December 31, 1945 (other than any furnished on a straight lend-lease or reciprocal aid basis or covered under section B of this Agreement) will be for cash settlement between the two Governments. Petroleum products designated for withdrawal by either Government from its share of stocks held by the other Government under the Agreement relating to Petroleum concluded this day (No. VI) are not covered by this paragraph.

B. LEND-LEASE

1. The lend-lease pipeline consists of such of the following articles as the Government of the United Kingdom selected for transfer to it after September 1, 1945 as evidenced by a designation duly made by representatives of the Government of the United Kingdom, together with the services specified below:

(a) Articles and services covered by United Kingdom requisitions filed with the Foreign Economic Administration or its successor (other than ar-

ticles under procurement through the United States Department of Agriculture covered by subparagraph (b) hereof) which were under contract, or were completed, but had not been transferred on September 2, 1945.

(b) Foodstuffs, services and other materials under procurement through the United States Department of Agriculture to the extent of

(i) all firm allocations, emergency allocations, and tentative fourth quarter 1945 allocations in effect as of August 18, 1945 for United Kingdom programs;

(ii) the shares which, after August 18, 1945, were apportioned to the United Kingdom programs out of the quantities for which the Foreign Economic Administration had theretofore incurred procurement obligations but had not made suballocations to claimants; and

(iii) the quantities under United Kingdom requisitions, determined to have been active as of August 18, 1945, for commodities not controlled by United States allocation.

(c) (i) Naval supplies available in inventory or under contract which, as of September 2, 1945, were covered by formal United Kingdom requisitions or earmarked against approved requirements placed directly with the United States Navy Department.

(ii) Military supplies available in United States War Department inventories which, as of September 2, 1945, were covered by formal requisitions or earmarked against approved requirements placed directly with the War Department.

(iii) Military and naval maintenance spares issued against requisitions placed during the period from September 2, 1945 to December 31, 1945, inclusive, with the United States War or Navy Department by the Government of the United Kingdom under standing United States Government directives (other than spares issued under section A, paragraph 2 of this Agreement).

(d) Inland transportation, storage, handling and services incidental thereto, furnished in the United States during the period from September 2, 1945 to December 31, 1945, inclusive, with respect to certain materials under the control of the Government of the United Kingdom, to the extent such services were originally requisitioned by that Government prior to September 2, 1945, as modified by later requisition.

(e) Transportation provided out of lend-lease funds for United Kingdom personnel or cargo on United States flag civilian airlines during the period from September 2, 1945 to December 31, 1945, inclusive.

(f) Shipping services and supplies described in part I of the Annex to this Agreement.

(g) Petroleum products in accordance with the Agreement relating to Petroleum concluded this day (No. VI).

2. (a) The Government of the United States agrees to complete as early as possible the transfer of articles in the lend-lease pipeline (both civilian and military), in the quantities and according to the specifications and other conditions, except as to time of delivery, set forth in the requisitions or comparable documents submitted by the Government of the United Kingdom, to the extent that such articles are or will be available to the Government of the United States for transfer to the Government of the United Kingdom and subject to the conditions set forth in this Agreement. The Government of the United States may, however, in exceptional cases, decline to complete the transfer of articles in the lend-lease pipeline, when it determines that such transfer would be contrary to its national interests. The Government of the United Kingdom agrees to accept the transfer of articles in the lend-lease pipeline (both civilian and military) and to settle for such articles under the offsetting arrangement. The Government of the United Kingdom may, however, in exceptional cases, decline to accept articles which it has designated for transfer, but agrees in that event to settle under the offsetting arrangement for the costs (including costs of contract cancellations) incurred by the Government of the United States in connection with such articles, less the value of such articles to the Government of the United States or the proceeds realized from their disposal.

(b) Unless otherwise provided by mutual agreement, transfer of articles in the lend-lease pipeline shall be deemed to have taken place immediately upon loading of the articles on board ocean vessel in a United States port, or on board aircraft preparatory to flight from the United States, and title to such articles shall pass at the time of such loading; provided that risk of loss not recoverable from the supplier, carrier or other third party shall be assumed by the Government of the United Kingdom

(i) with respect to articles specifically contracted for under United Kingdom requisitions, upon shipment from the factory or other premises of the supplier;

(ii) with respect to articles covered by paragraph 1(b) of this section, upon delivery f. a. s.; and

(iii) with respect to all other articles, upon shipment from warehouse or United States Government depot.

Any articles that shall not have been transferred as provided in this paragraph prior to midnight on December 31, 1946 or 6 months after receipt by the Government of the United Kingdom of notice of availability, which ever is later, shall be deemed to have been transferred as of such later date.

3. The amount which the Government of the United Kingdom agrees to pay by means of the offsetting arrangement for articles and services in the lend-lease pipeline (other than (a) shipping services and supplies, which for this purpose will be dealt with in accordance with part I of the Annex to this Agreement, and (b) petroleum products, which for this purpose will be dealt with in accordance with the Agreement relating to Petroleum concluded this

day (No. VI)) will be the amount determined by the Government of the United States as the cost to it of such articles and services. The general basis of costing by the Government of the United States has been the subject of full consultation with the appropriate United Kingdom authorities.

### C. RECIPROCAL AID

1. (a) Certain supplies and services of types which before V-J Day were made available to the Government of the United States under reciprocal aid have continued to be furnished without current payment, and settlement for such supplies and services furnished during the period from September 2, 1945 to December 31, 1945, inclusive, (other than any furnished on a straight reciprocal aid basis under section A, paragraph 2 of this Agreement) will be made under the offsetting arrangement. Any services rendered or supplies made available after midnight on December 31, 1945 (other than any furnished on a straight reciprocal aid basis under section A paragraph 2 of this Agreement) will be for cash settlement.

(b) In the case of bulk commodities for import into the United States on a "Government-to-Government" basis the offsetting arrangement will apply to all such commodities of types which before V-J Day were made available to the Government of the United States on reciprocal aid, entered on ocean bill of lading during the period from September 2, 1945 to December 31, 1945, inclusive. All commodities entered on ocean bill of lading after the latter date will be for cash settlement. Transfer to the Government of the United States shall be deemed to have taken place immediately upon loading of the articles on board ocean vessel. Title and risk of loss with respect to such articles shall pass at the time of such loading.

(c) In the case of bulk commodities for import into the United States for which the Government of the United States itself makes payment in the first instance, the offsetting arrangement will not apply, and the Government of the United Kingdom will not reimburse the Government of the United States for any such commodities entered on ocean bill of lading after midnight on September 1, 1945. The Government of the United Kingdom will reimburse the Government of the United States in cash for commodities covered by approved requisitions for reimbursement under reciprocal aid entered on ocean bill of lading prior to midnight on September 1, 1945 in accordance with the practice previously followed.

2. The amount which the Government of the United States agrees to pay by means of the offsetting arrangement for articles and services in the reciprocal aid pipeline (other than (a) shipping services and supplies, which for this purpose will be dealt with in accordance with Part II of the Annex to this Agreement, and (b) petroleum products, which for this purpose will be dealt with in accordance with the Agreement relating to Petroleum concluded this day (No. VI)) will be the amount determined by the Government of the United Kingdom as the cost to it of such articles and services. The general

basis of costing by the Government of the United Kingdom has been the subject of full consultation with the appropriate United States authorities.

#### D. TORT CLAIMS

The amounts paid by the Governments of the United States and of the United Kingdom in settlement of certain claims described in the Agreement relating to Tort Claims concluded this day (No. IX) shall be included in the offsetting arrangement.

#### E. OFFSETTING ARRANGEMENT <sup>6</sup>

The Joint Statement of December 6, 1945 contemplated that the total amounts due for certain supplies and services furnished after September 1, 1945 through lend-lease and reciprocal aid channels to the Governments of the United Kingdom and of the United States respectively, would be offset in order finally to compute the net sum due from the Government of the United Kingdom to the Government of the United States in accordance with paragraph 3 of the Joint Statement. The sum of \$118,000,000 appearing in paragraph 3(a) of the Joint Statement represented the best estimate then obtainable of the net amount which would be due to the Government of the United States under paragraph 3(a), after deducting the net sum due to the Government of the United Kingdom under the claims settlement. The net sum due to the Government of the United Kingdom under the Agreement on Settlement of Intergovernmental Claims concluded this day (No. II) has been finally computed at \$53,020,000.

The supplies and services to be brought into this offsetting arrangement are those so specified in this Agreement. The total amounts due for such supplies and services will be computed in accordance with the principles set forth in this Agreement.

An agreed accounting procedure shall be established for the computation of the net sum due under this offsetting arrangement.

### ANNEX

#### SHIPPING SERVICES AND SUPPLIES

##### PART I

There shall be brought within the lend-lease pipeline for inclusion in the offsetting arrangement:

(1) Ocean transportation charges at established rates, on United States controlled vessels berthing during the period from November 1, 1945 to November 30, 1945, inclusive, in respect of personnel and wet or dry cargo, according to lend-lease practices which prevailed before August 18, 1945,

<sup>6</sup> For a modification of sec. E, see agreement of July 12, 1948 (TIAS 1770), *post*, p. 897.

including, *inter alia*, supplies procured by or transferred to the Government of the United Kingdom or to a Government in the British Commonwealth (other than the Governments of Australia and of India) as follows:

- (a) pipeline supplies;
- (b) supplies procured under "Q" (90,000 series) cash reimbursement requisitions; and
- (c) supplies purchased for cash by the above Governments in the open market.

(2) Ocean transportation charges at established rates on United States controlled vessels berthing during the period from December 1, 1945 to December 31, 1945, inclusive, for the same personnel and wet or dry cargo as are covered in paragraph (1) hereof but excluding material purchased under "Q" series cash reimbursement requisitions, or for cash in the open market in the United States.

(3) Hire, at rates to be agreed upon between the two Governments, of United States controlled vessels allocated to the Government of the United Kingdom in respect of the period from November 1, 1945 to December 31, 1945, inclusive, to include:

- (a) United States controlled vessels allocated to Sea Transport service;
- (b) United States controlled vessels allocated to New Zealand coastwise and forward area service, to the extent that the cost does not come within paragraphs (1) and (2) hereof; and
- (c) United States controlled assistance tankers to the extent that the cost does not come within paragraphs (1) and (2) hereof.

Nothing in the foregoing shall be taken to apply to the vessels demised to the Government of the United Kingdom which are the subject of the United States War Shipping Administrator's letter of November 24, 1944 to the United Kingdom Minister of War Transport (with the accompanying Memorandum of Agreement) and subsequent correspondence.

(4) The cost of services and supplies covered under requisitions directed to the United States War Shipping Administration for all British controlled merchant vessels berthing at United States ports during the period from October 2, 1945 to October 31, 1945, inclusive, (subject to an agreed abatement of 4.5% in the case of dry cargo vessels to cover non-Government owned or sponsored cargoes). The cost of services and supplies provided to the S. S. *Queen Mary* at United States ports during the period from October 2, 1945 to December 31, 1945, inclusive, shall be included in the offsetting arrangement.

(5) Costs incurred by War Forwarding Corporation in the Port of New York and United States War Shipping Administration forwarders in other United States ports in connection with the handling of shipments covered by subparagraphs (a) and (b) of paragraph (1) hereof, called forward by

them during the period from November 1, 1945 to November 30, 1945, inclusive.

(6) Net payments within the scope of the "Knock-for-Knock" Agreement<sup>6</sup> and supplementary understandings, in respect of casualties occurring during November and December, 1945.

## PART II

There shall be brought within the reciprocal aid pipeline for inclusion in the offsetting arrangement:

(1) Freights and passage money at established rates, on United Kingdom controlled vessels for United States Army personnel or cargoes in respect of vessels sailing during the period from September 2, 1945 to December 31, 1945, inclusive.

(2) The proportion of the operating cost of United Kingdom controlled vessels applicable to the period from September 2, 1945 to December 31, 1945, inclusive, in respect of vessels in continuous service of the United States Army on a full use basis.

(3) The cost of services and supplies (including, *inter alia*, repairs and oil bunkers) provided to the United States War Shipping Administration and United States Army controlled vessels, berthing during the period from September 2, 1945 to December 31, 1945, inclusive, in areas in which the Government of the United Kingdom formerly gave reciprocal aid; however, in the case of (a) services or supplies to vessels operating coastwise in a single country within an area in which the Government of the United Kingdom formerly gave reciprocal aid, or (b) issues of United Kingdom Ministry of War Transport stores to United States Armed Forces, the date of the provision or issue and not the date of berthing will be the operative date. In the case of services and supplies provided to United States War Shipping Administration controlled vessels the provisions of this paragraph shall apply without distinction as between supplies or services formerly eligible or ineligible for reciprocal aid.

## II

### AGREEMENT ON SETTLEMENT OF INTERGOVERNMENTAL CLAIMS

1. During the course of the negotiations leading to the JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS, dated December 6, 1945, representatives of the Governments of the United States and of the United Kingdom discussed certain claims arising out of the conduct of World War II and presented by one Government to the other. The objective was to arrive at as comprehensive

<sup>6</sup> Agreement and exchange of notes signed at London Dec. 4, 1972 (EAS 282), *ante*, p. 631.

a settlement as possible and to obviate protracted negotiations between the two Governments.

2. The following were accepted by the Governments of the United States and of the United Kingdom respectively for inclusion in the offsetting arrangement, described in section E of the Agreement on Lend-Lease and Reciprocal Aid Pipelines and Offsetting Arrangement concluded this day (No. I), in accordance with paragraph 3(a) of the Joint Statement of December 6, 1945, in the amounts indicated below:

	<i>In millions of dollars</i>
(a) <i>Claims by the Government of the United States accepted by the Government of the United Kingdom</i>	
(i) Assignment to certain British Colonial Dependencies, ineligible for lend-lease at the time, of 796 trucks and certain spares	2.0
(ii) Re-export of 10,000 tons of lend-lease steel to France	0.7
(iii) Transportation costs for petroleum products in the Sudan (net figure)	0.12
(iv) Rental of lend-lease rolling stock for use to September 2, 1945, by Middle East railways	2.0
(v) Retransfers and diversions of lend-lease tinplate, terneplate and drum-sheets in the Middle East, Iran, and East and West Africa	6.0
(vi) Agreed provision to cover claims not otherwise settled arising out of instances of retransfers or diversions of lend-lease articles occurring during the period from March 11, 1941 to September 1, 1945, inclusive, or out of exports during that period, in respect of which the Government of the United States would have been entitled to reimbursement	4.0
(vii) The United Kingdom motor spirit basic ration for civilians	2.8
(viii) Commercial exports of petroleum products from the United Kingdom to Eire, France, West Africa and Sweden	5.1
(ix) Diversions of lend-lease petroleum and petroleum materials to oil companies in the Middle East	1.0
(b) <i>Claims by the Government of the United Kingdom accepted by the Government of the United States</i>	
(i) Purchase price of capital facilities in the United States acquired by the Government of the United Kingdom prior to the entry of the United States into World War II and repurchased by the Government of the United States in accordance with existing agreements	32.0
(ii) Freight, insurance and handling charges on South American meat transferred to the U. S. S. R. on United States Government account	1.45
(iii) United States Government share of cost of joint preemption of Siamese rubber	0.8
(iv) United States Government re-export of reciprocal aid goods	7.0
(v) Spare parts for aircraft purchased for dollars by the Government of the United Kingdom and transferred to the Government of the United States in 1941	7.6
(vi) Dollar expenditure eligible for lend-lease incurred in respect of Dutch ships chartered by the Government of the United Kingdom and allocated to the Government of the United States	15.0
(vii) United States Government share of Middle East Supply Center administrative expenses	0.5
(viii) Reduction in price in respect of renegotiation of contracts under cash reimbursement requisitions	0.29
(ix) British trucks sold by the United States Army in Iran	2.0
(x) Dollar cost of assembly, disassembly and repair of USAAF aircraft at Speke, England	1.6

	<i>In millions of dollars</i>
(xi) Balance due in respect of excess over agreed share of United Kingdom Government supplies to Saudi Arabia joint supply program for the years 1944 and 1945	1.8
(xii) Sales to civilians and diversions of reciprocal aid petroleum products in	
Dakar	1.0 million
Brazil	1.3
North Africa	4.4
	6.7

3. The following claims were presented and considered by the two Governments:

- (a) *Presented by the Government of the United States*
  - Suez Canal dues paid by United States vessels 13.0
- (b) *Presented by the Government of the United Kingdom*
  - (i) Claims for aircraft purchased for dollars by the Government of the United Kingdom in the United States and subsequently transferred to the Government of the United States for its own use and for transfer to the U.S.S.R. 252.8
  - (ii) Freight payable to the Iranian Railways in respect of goods supplied by the Government of the United States under lend-lease to the U.S.S.R. 25.0

While agreement for the acceptance of these claims was not reached, it has been agreed that they shall be regarded as taken into account in the general settlement contained in the Joint Statement of December 6, 1945 and that they are covered by paragraph 6 hereof.

4. Financial claims between the two Governments, other than claims dealt with in the Agreements concluded this day, arising out of existing arrangements where the liability for payment is acknowledged and the method of computation is mutually agreed are not covered by this settlement as they will be settled in accordance with such arrangements.<sup>7</sup>

5. The following types of financial claims between the two Governments are also not covered by this settlement and will be dealt with in accordance with procedures already established or to be established after appropriate discussion:

- (a) Claims arising out of military relief expenditure.
- (b) Claims arising in connection with the loss of currency notes and with the provision of military currencies.
- (c) Claims arising out of the administration of occupied enemy territories.
- (d) Claims between the U.S. Commercial Company and United Kingdom Commercial Corporation.
- (e) Claims arising out of the operation of the Agreement between the Governments of the United States and of the United Kingdom relating to the Interchange of Patent Rights, Information, Inventions, Designs, or Processes, dated August 24, 1942.<sup>8</sup>

<sup>7</sup> For an understanding relating to para. 4, see agreement of July 12, 1948 (TIAS 1770), *post*, p. 902.

<sup>8</sup> EAS 268, *ante*, p. 611.

6. The two Governments hereby agree that all financial claims whatsoever of one Government against the other which (a) arose out of lend-lease or reciprocal aid, or (b) 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 the Agreements concluded this day, are hereby waived, and neither Government will hereafter raise or pursue any such claims against the other.<sup>9</sup>

### III

#### AGREEMENT RELATING TO CIVILIAN HOLDINGS

In accordance with their JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS, dated December 6, 1945,<sup>10</sup> and in partial consideration of the payment of the net amount of \$532,000,000 by the Government of the United Kingdom to the Government of the United States specified in paragraph 3(b) thereof, the Governments of the United States and of the United Kingdom have reached agreement as set forth below regarding the disposition of holdings of such articles of lend-lease and reciprocal aid origin as are defined below.

1. The Government of the United Kingdom hereby acquires and shall be deemed to have acquired on September 2, 1945, without qualification as to disposition or use, full title to all articles (including raw materials, foodstuffs and other agricultural products, durable goods, and vessels of 100 gross tons or under not procured or constructed out of funds appropriated to the United States Navy Department or the United States Maritime Commission) supplied on straight lend-lease by the Government of the United States to the Government of the United Kingdom or to the Government of any British Colonial Dependency, and in the possession or control of such Government, its agents or distributees at midnight on September 1, 1945, excluding any such articles, other than raw materials, in the possession or control of the United Kingdom Armed Forces or of their supply agents acting on their behalf, and excluding any such articles which have been returned to the Government of the United States since September 1, 1945.

2. The Government of the United States hereby acquires and shall be deemed to have acquired on September 2, 1945, without qualification as to disposition or use, full title to all articles (including raw materials, foodstuffs, and other agricultural products, durable goods, and vessels of 100 gross tons or under furnished under reciprocal aid) supplied on straight reciprocal aid by the Government of the United Kingdom and in the possession or control of the Government of the United States, its agents or distributees at midnight on September 1, 1945, excluding any such articles other than raw materials

<sup>9</sup> For an interpretation of para. 6, see agreement of Feb. 19 and 28, 1974 (TIAS 1635), *post*, p. 812.

<sup>10</sup> TIAS 1509, *ante*, p. 700.

in the possession or control of the United States Armed Forces or of their supply agents acting on their behalf, and excluding articles which have been returned to the Government of the United Kingdom since September 1, 1945.

3. The Government of the United Kingdom, when it disposes of or distributes articles acquired pursuant to paragraph 1 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 the United Kingdom.

4. In addition to the exclusions described in paragraphs 1 and 2 above, this Agreement shall not apply to the following:

(a) Petroleum products made available under lend-lease or under reciprocal aid, the transfer of which is governed by the arrangements set out in the Agreement relating to Petroleum concluded this day (No. VI).

(b) Vessels other than those referred to in the preceding paragraphs made available under lend-lease or under reciprocal aid. Such vessels are subject to return to the supplying Government.

(c) Such aircraft, and spares therefor, as are covered by the Agreement on Lend-Lease Aircraft (Non-Combat) and Spares concluded this day (No. V).

5. In this Agreement, the term "vessels" includes ships, boats, barges, floating dry docks and other watercraft.

6. Nothing in this Agreement or any of the other Agreements concluded this day affects any obligation entered into by the Government of the United Kingdom in connection with any silver transferred by the Government of the United States under lend-lease.

#### IV

##### AGREEMENT RELATING TO MILITARY HOLDINGS

In accordance with their JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS, dated December 6, 1945, and with the principles of international security and welfare set forth in the Charter of the United Nations, the Governments of the United States and of the United Kingdom agree that, effective September 2, 1945, the disposition and use of lend-lease articles which were (a) in the possession or control on September 2, 1945 of the United Kingdom Armed Forces (including their supply agents) or (b) transferred to them thereafter on straight lend-lease terms (both hereinafter referred to as "lend-lease articles"), and of reciprocal aid articles which were (a) in the possession or control on September 2, 1945 of the United States Armed Forces (including their supply agents) or (b) transferred to them thereafter on straight reciprocal aid terms (both hereinafter referred to as "reciprocal aid articles") shall be governed by the following principles.

1. Under Article V of the Mutual Aid Agreement of February 23, 1942 between the Governments of the United States and of the United Kingdom,<sup>11</sup> the Government of the United States has the right to recover at the end of the present emergency as determined by the President, such defense articles transferred under that Agreement as have not been destroyed, lost or consumed, and as shall be determined by the President to be useful in the defense of the United States or of the Western Hemisphere, or to be otherwise of use to the United States of America. It is agreed that this right of recapture may be exercised at any time after September 1, 1945 with respect to lend-lease articles which, as of the date upon which notice requesting return is communicated to the Government of the United Kingdom, are not destroyed, lost, consumed or disposed of in accordance with this Agreement.

2. The Government of the United States reserves its right of recapture of any lend-lease articles held by the United Kingdom Armed Forces, but 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 the United Kingdom for discussion of that Government's need for the articles in question, without limiting the right of recapture referred to in paragraph 1 hereof. The Government of the United Kingdom will make the arrangements for effecting the physical return to the custody of the Government of the United States, at such points as the latter may designate, of the lend-lease articles to be recaptured, and will use its best endeavors to see that all reasonable care is exercised in order to prevent loss of or damage to such articles during the process of return. The Government of the United States will, however, take into consideration the practical difficulties in particular cases, especially as to designation of points of delivery, and will cooperate with the Government of the United Kingdom, as fully as the available United States organization and equipment permit, in facilitating and expediting the return of articles to be recaptured. In general, the Government of the United States will not require the Government of the United Kingdom to undertake any major reconditioning or repair of such articles.

3. Similar principles will be applied by both Governments in regard to the recapture of reciprocal aid articles.

4. Full responsibility in connection with any lend-lease and reciprocal aid articles not recaptured or accepted for return by the supplying Government shall lodge with the recipient Government. The supplying Government may decline to accept any lend-lease or reciprocal aid articles which may be offered for return. The recipient Government shall not be required to notify the supplying Government before disposing of or abandoning any lend-lease or reciprocal aid articles which become surplus to the military require-

<sup>11</sup> EAS 241, *ante*, p. 603.

ments of the recipient Government. Nothing in this paragraph shall, however, be construed as overriding the provisions of paragraphs 6, 7, and 8 hereof.

5. Except as provided in the following paragraphs hereof, the recipient Government will not be required to purchase from the supplying Government, or to enter into any mutual financial arrangements regarding, any lend-lease or reciprocal aid articles.

6. Transfer by the recipient Government of lend-lease or reciprocal aid articles may be made to third governments (including Dominion Governments) for military use, whether by sale, loan or otherwise, only with the prior authority of the supplying Government and on terms to be agreed between the supplying Government and the third government in question, it being understood that such transfer will in all cases be made for purposes compatible with the principles of international security and welfare set forth in the Charter of the United Nations. Contingent forces serving under United Kingdom command may, subject to the prior authority of the Government of the United States, withdraw lend-lease articles from United Kingdom military holdings upon their assuming a status independent of the United Kingdom Armed Forces. The terms of settlement for such articles shall be agreed between the Government of the United States and the government making the withdrawal.<sup>12</sup>

7. Lend-lease articles may be disposed of for civilian use, whether by sale, lease or otherwise, outside the United Kingdom and British Colonial Dependencies only after the Government of the United States has been offered and has declined their return and has approved such disposal of the articles. Any disposals in this category shall be for the account of the Government of the United States and the proceeds of any such disposal, net of selling and other relevant and necessary expenses, shall accrue to the Government of the United States in the currency in which payment was made to the Government of the United Kingdom. Net proceeds in respect of the period from September 2, 1945 onwards under leases, arranged before that date, of lend-lease articles for civilian use outside the United Kingdom and British Colonial Dependencies will similarly accrue to the Government of the United States. Such payment by the Government of the United Kingdom will constitute fulfilment of obligations laid upon it by this paragraph in respect of such leases. The foregoing provisions of this paragraph shall be without prejudice to the possible conclusion at a later date of separate arrangements between the governments concerned providing for the comprehensive settlement of the rights and obligations arising from the disposal for civilian use within a given country outside the United Kingdom and British Colonial Dependencies of lend-lease articles in the possession or control of the United Kingdom Armed Forces. It is understood that although the disposal of lend-

<sup>12</sup> For a modification of para. 6, see agreement of July 12, 1948 (TIAS 1770), *post*, p. 898.

lease articles within the United Kingdom and British Colonial Dependencies shall be at the full discretion of the governments concerned, these governments will not in practice be releasing such articles for export or for civilian use except to a very limited extent. In view of this understanding, the total sum due to the Government of the United States pursuant to the Joint Statement of December 6, 1945 is deemed to include an adequate compensation for the value of such goods as may be released for civilian use in the United Kingdom and British Colonial Dependencies. In the case of food, the Government of the United Kingdom anticipates that all the lend-lease food-stuffs held by the United Kingdom Armed Forces will, subject to exceptional circumstances, be consumed by those Forces; in view of this, such exceptional disposals of food as may occur outside the United Kingdom and British Colonial Dependencies are excepted from the provisions of this paragraph, although such cases will be reported to the Government of the United States.<sup>13</sup>

8. Lend-lease articles rendered unfit for military use may be disposed of for scrap outside the United Kingdom and British Colonial Dependencies without the prior authority of the Government of the United States. Accounts of any net proceeds from such disposals during an agreed six month's period shall be kept by the Government of the United Kingdom, which will remit the aggregate of such net proceeds to the Government of the United States. In the light of experience gained during such period, the Government of the United States will review with the Government of the United Kingdom this arrangement, with a view to determining whether an accounting to the Government of the United States for net proceeds from such disposals recorded prior to such period or derived thereafter need be undertaken.<sup>13</sup>

9. The provisions of paragraphs 6, 7, and 8 hereof shall not apply to components (other than aircraft engines, aircraft propellers, aircraft automatic pilots, aircraft gun turrets, and power units of 3 or more kilowatts) which at the time of disposal are installed in or assembled with articles not themselves subject to this Agreement.

10. The provisions of this Agreement do not apply to the following categories of lend-lease and reciprocal aid articles:

(a) Installations (covered by the Agreement on Lend-Lease and Reciprocal Aid Installations, No. VII).

(b) Petroleum and Petroleum Products (covered by the Agreement relating to Petroleum, No. VI).

(c) Raw Materials (covered by the Agreement relating to Civilian Holdings, No. III).

(d) Such aircraft and spares therefor as are covered by the Agreement on Lend-lease Aircraft (Non-Combat) and Spares (No. V).

(e) Vessels of the Navy procured with United States Navy appropriations; such vessels are subject to return under United States law.

<sup>13</sup> For modifications of paras. 7 and 8, see agreements of Jan. 7, 1948 (TIAS 1698), *post*, p. 843, and July 12, 1948 (TIAS 1770), *post*, p. 899.

(f) Ocean-going lend-lease vessels (other than vessels referred to in (e) above), which will be dealt with in accordance with the agreements relating to their transfer.

(g) Vessels exceeding 100 gross tons furnished under reciprocal aid.

(h) Articles of possible lend-lease or reciprocal aid origin which cannot be identified as to origin and which are not otherwise dealt with in these Agreements. Such unidentifiable articles shall be deemed the property of the holding Government.

11. In this Agreement the term "vessels" includes ships, boats, barges, floating dry docks and other watercraft.

12. The term "United Kingdom Armed Forces" as used herein comprises all armed forces under the direction of the United Kingdom Chiefs of Staff. All the armed forces under command of Commander-in-Chief India are to be regarded for the purposes of this Agreement as United Kingdom Armed Forces, and the Government of the United Kingdom assumes full responsibility in connection with the use and disposal of lend-lease articles in the possession or control of such Forces in accordance with the conditions herein laid down. On April 1, 1946, a proportion of lend-lease military holdings in India will be earmarked for the requirements of the forces under the command of Commander-in-Chief India on the basis of their post-war strength. The conditions governing the use and disposal of the lend-lease articles so earmarked will form the subject of negotiations between the Governments of the United States and of India,<sup>14</sup> and the privileges of the Government of the United Kingdom and its obligations to the Government of the United States under this Agreement with respect to such articles shall remain operative until the date on which any separate arrangements between the Governments of the United States and of India relating to such articles take effect. As from such date and for purposes compatible with the principles of international security and welfare set forth in the Charter of the United Nations, lend-lease articles held by the United Kingdom Armed Forces may be transferred to the forces under the command of Commander-in-Chief India without the prior authority of the Government of the United States subject to the following understandings:

(a) Subsequent reports, in such practicable form and detail as may later be mutually agreed, regarding such transfers will be made to the Government of the United States.

(b) The Government of the United States reserves the right to reopen with the Government of the United Kingdom the question of applying the principle of prior authority over such transfers stipulated in paragraph 6 of this Agreement, 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.

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<sup>14</sup> See para. 5(a) of agreement between the United States and India signed at Washington May 16, 1946 (TIAS 1532), *ante*, vol. 8, p. 1228, INDIA.

## V

## AGREEMENT ON LEND-LEASE AIRCRAFT (NON-COMBAT) AND SPARES

In accordance with their JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS, dated December 6, 1945, the Governments of the United States and of the United Kingdom have reached agreement as set forth below regarding settlement for certain lend-lease aircraft and spares, of non-combat nature, furnished by the Government of the United States to the Government of the United Kingdom.

1. This Agreement covers the use and disposition of all aircraft of the models listed in the Annex hereto, together with spares for such aircraft, which were transferred by the Government of the United States to the Government of the United Kingdom under lend-lease during the period from March 11, 1941 to September 1, 1945, inclusive, and were not destroyed, lost or consumed at the end of that period.

2. This settlement is made in partial consideration of the payment by the Government of the United Kingdom of the net sum of \$532,000,000 specified in section 3 (b) of the Joint Statement of December 6, 1945, and is final in respect of the aircraft and spares referred to in paragraph 1 hereof, except for the separate payments which may be made in the circumstances indicated in paragraphs 5, 6, and 7 hereof.

3. The Government of the United States hereby transfers to the Government of the United Kingdom full title, as of September 2, 1945, to 72 Dakota (C-47) aircraft intended for operation by British civil air lines.

4. The Government of the United States hereby transfers to the Government of the United Kingdom full title, as of September 2, 1945, to 600 Dakota (C-47) aircraft, 25 Expediter (UC-45) aircraft, and 18 Liberator (C-87) transport aircraft, subject only to the condition that, as and when they become surplus to British military requirements, they will not be transferred, by sale, loan or otherwise, to third countries (including the Dominions and India) outside the United Kingdom and British Colonial Dependencies without the consent and agreement of the Government of the United States.

5. The two Governments will enter into a leasing arrangement, the specific terms of which will be hereafter agreed, in respect of 671 Dakota (C-47) aircraft, for a total of 7,213 aircraft months beginning September 2, 1945. Such leasing arrangement shall provide that, upon its termination with respect to any particular aircraft, such aircraft will be returned subject to the provisions of paragraph 12 hereof. It shall also contain appropriate provisions governing the liability of the Government of the United Kingdom in kind or in cash (outside the provisions of section 3 (b) of the Joint Statement of December 6, 1945), for loss of or damage to any aircraft

while under lease. A monthly statement shall be furnished by the Government of the United Kingdom as to the consumption of the 7,213 aircraft months and as to the number of aircraft that will be available for return at the end of the month.

6. In the event that the Government of the United Kingdom desires to extend the leasing arrangement referred to in paragraph 5 hereof, the Government of the United States will grant such extension, for which separate payment will be made by the Government of the United Kingdom in cash at the rate of \$333.33 per aircraft month for any aircraft months in excess of the 7,213 aircraft months specified in paragraph 5 hereof. In the event of a national emergency the Government of the United States shall have the right to refuse such extension in respect of any or all aircraft under lease.

7. Should the Government of the United Kingdom desire at any time to acquire, and the Government of the United States be willing to transfer, title to any of the said aircraft leased from the Government of the United States, separate payment shall be made in cash by the Government of the United Kingdom at the present United States standard surplus disposal price of \$20,000 per aircraft less lease charges paid in respect of such aircraft up to the time of purchase thereof, or at the United States standard disposal price obtaining at the date of acquisition with no reduction for lease charges previously paid, whichever is the lower.

8. The Government of the United States hereby transfers to the Government of the United Kingdom full title, as of September 2, 1945, to the latter's holdings on that date of spares related to the aircraft described in paragraphs 3, 4, and 5 of this Agreement (estimated at two months' supply), subject to the same conditions regarding disposal as are applicable to the particular aircraft to which they are related.

9. The Government of the United Kingdom may continue to use for military purposes such Harvard (AT-6 and AT-16) aircraft as it has indicated it requires for such purposes, and such Liberator (B-24) aircraft as have been converted by the RAF into improvised transport aircraft, together with a proportionate range of spares behind both types. No converted Liberator (B-24) aircraft will be employed by the Government of the United Kingdom for commercial hire in the carriage of freight or passengers.

10. The Government of the United Kingdom will offer to the Government of the United States for return all the aircraft referred to in paragraph 1 hereof (other than those covered by paragraphs 3, 4, and 5 hereof) which remain on charge to all holding agencies of the Government of the United Kingdom. The Harvard and Liberator aircraft referred to in paragraph 9 hereof will be offered for return on the same conditions as they become surplus to United Kingdom military requirements and, if not accepted by the Government of the United States, will be subject to the provisions of paragraph 13 hereof. Further, the Government of the United Kingdom will make every

effort to return as large a quantity as possible of spares for aircraft of the models offered for return and needed by the Government of the United States.

11. Subject to the provisions of paragraphs 5 and 6 hereof, the Government of the United States reserves its full right of recapture pursuant to Article V of the Mutual Aid Agreement dated February 23, 1942 in respect of all aircraft and spares covered by this Agreement other than those to which title is acquired by the Government of the United Kingdom pursuant to paragraphs 3, 4, and 8 hereof, or is hereafter acquired by it pursuant to paragraph 7 hereof. It is agreed that this right of recapture may be exercised at any time after September 1, 1945 with respect to aircraft and spares covered by this Agreement which, as of the date upon which notice requesting return is communicated to the Government of the United Kingdom, are not destroyed; lost, consumed or disposed of in accordance with this Agreement.

12. The Government of the United Kingdom will make the arrangements for effecting the physical return to the custody of the Government of the United States, at such points as the latter may designate, of any aircraft and spares to be returned or recaptured and will use its best endeavors to see that all reasonable care is exercised in order to prevent loss of or damage to such articles during the process of return. The Government of the United States will give reasonable notice of its intention to recapture, will take into consideration the practical difficulties in particular cases, especially as to designation of points of delivery, and will co-operate with the Government of the United Kingdom as fully as the available United States organization and equipment permit in facilitating and expediting the return of articles to be recaptured. With respect to aircraft, other than those covered by paragraphs 5 and 6 hereof, the Government of the United Kingdom will be required to make the above arrangements only for aircraft which, at the date of the notice of intention to recapture or of the acceptance of the offer for return, are flyable or may be made so after repairs requiring not more than 250 man-hours in the case of a Dakota (C-47) and proportionately greater or less time for larger or smaller models.

13. So long as aircraft and spares covered by this Agreement and not within paragraphs 3 to 8 hereof, inclusive, have not been the subject of (a) acceptance by the Government of the United States of an offer for return in accordance with the requirements of paragraph 10 or (b) recapture by the United States under the provisions of paragraph 11, they may be used by the Government of the United Kingdom for military purposes and, as they become surplus to such military purposes, may be disposed of for its own account as salvage or scrap, after being rendered unfit for aeronautical use, without further consultation with the Government of the United States.

## ANNEX

## MODELS OF AIRCRAFT COVERED BY THIS AGREEMENT

	<i>U.S. Designations</i>	<i>U.K. Designation</i>
<i>Transport</i>	UC-43	Traveller
	C-45	Expediter
	C-47}	Dakota
	C-53}	
	C-54	Skymaster
	C-59}	Lodestar
	C-60}	
	UC-61	Argus
	UC-64	Norseman
<i>Advanced Trainers</i>	C-87 or RY3 or B-24 converted	Liberator
	AT-6	Harvard
	AT-7	Navigator
	AT-16	Harvard
	AT-17	Crane
	AT-19	Reliant
<i>Primary Trainers</i>	PT-26	Cornell
<i>Liaison</i>	L-1 or O-49	Vigilant
	L-4	Cub
	L-5	Sentinel
<i>Boats and Amphibians</i>	J4F	Widgeon
	JRF	Goose
	PBY	Catalina

## VI

## AGREEMENT RELATING TO PETROLEUM

In accordance with their JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS, dated December 6, 1945, the Governments of the United States and of the United Kingdom hereby agree that the various questions relating to petroleum arising between the two Governments out of the conduct of World War II shall be dealt with as follows:

## A. PETROLEUM "PIPELINE"

1. The lend-lease petroleum "pipeline" intended for the United Kingdom consists of supplies contracted for but not transferred before September 2, 1945 which the Government of the United Kingdom designated for transfer after that date under lend-lease procedure. The Government of the United States agrees to complete the transfer of the petroleum products in the pipeline and the Government of the United Kingdom agrees to accept the transfer of such products. The total agreed value of the lend-lease petroleum pipeline, which amounts to \$275,440, will be brought into the offsetting arrangement described in section E of the Agreement on Lend-Lease and Reciprocal Aid Pipelines and Offsetting Arrangement concluded this day (No. I).

2. The reciprocal aid petroleum "pipeline" is deemed to consist of

(a) deliveries of fuel oil in the amount of \$5,158,927 made to the United States Navy during the period from September 2, 1945 to December 31, 1945, inclusive, under contracts with non-American companies in Curacao, Trinidad and Abadan; and

(b) deliveries up to a maximum value of \$400,000 of petroleum products, other than aviation gasoline and lubricants, made or to be made during the period from September 2, 1945 to June 30, 1946, inclusive, to the United States Armed Forces in the Middle East.

These items will be brought into the offsetting arrangement.

B. CLAIMS BROUGHT WITHIN THE AGREEMENT ON SETTLEMENT  
OF INTERGOVERNMENTAL CLAIMS

The following claims, arising out of petroleum transactions, in the net amount of \$2,200,000 in favor of the Government of the United States are included in the Agreement on Settlement of Intergovernmental Claims concluded this day (No. II) for settlement in accordance therewith.

1. *Claims by the Government of the United States accepted by the Government of the United Kingdom*

(a) *United Kingdom Motor Spirit Basic Ration.* In conformity with previously made arrangements, the Government of the United Kingdom accepts the claim of the Government of the United States in the amount of \$2,800,000 for the landed cost of such additional motor spirit as was consumed in the United Kingdom during the period from June 1, 1945 to September 1, 1945, inclusive, by private cars for private use by reason of the restoration of the basic ration.

(b) *Commercial Exports of Petroleum Products from the United Kingdom.* In conformity with previously made arrangements regarding commercial exports of petroleum products from the United Kingdom, the Government of the United Kingdom accepts the claim of the Government of the United States in the amount of \$5,100,000 for the landed cost in the United Kingdom of such products exported to Eire, West Africa, Sweden and France during the period from March 11, 1941 to September 1, 1945, inclusive.

(c) *Diversions of Lend-Lease Petroleum and Petroleum Materials in the Middle East.* The sum of \$1,000,000 shall be taken as the amount due to the Government of the United States from the Government of the United Kingdom in respect of diversions to oil companies in the Middle East of lend-lease petroleum products and petroleum materials for which the Government of the United States was entitled to reimbursement.

2. *Claims by the Government of the United Kingdom accepted by the Government of the United States*

(a) *Brazil and Dakar.* The Government of the United States accepts the claim of the Government of the United Kingdom in the amount of \$2,300,000 for a proportionate share, based on contributions, of the proceeds from those sales of petroleum products to third parties in Brazil and Dakar in which there was a reciprocal aid content.

(b) *North Africa.* The Government of the United States accepts the claim of the Government of the United Kingdom in the amount of \$4,400,000 for a proportionate share, based on contributions, of the proceeds from sales of petroleum products for civilian use in North Africa during the period from December 1, 1944 to September 1, 1945, inclusive.

C. TRANSACTIONS TO BE CARRIED TO COMPLETION

1. *Crude Oil for Programs of the Combined Training Establishment in Canada.* The Government of the United States will complete the delivery of crude oil in Canada, in accordance with standing agreements and United Kingdom requisitions previously approved, thereunder, to carry out its commitment to the Government of the United Kingdom in connection with aviation petroleum products consumed prior to September 2, 1945 under the programs of the Combined Training Establishment in Canada.

2. *Aviation Gasoline at Bahrein.* The Government of the United Kingdom reaffirms the dollar-sterling conversion and petroleum supply arrangements made between it and the Government of the United States during the war with respect to aviation gasoline supply and reciprocal aid at Bahrein and will carry such arrangements to completion.

3. *Other Transactions.* Certain other transactions described in Annex I, in which the liability for payment has heretofore been acknowledged and the method of computation is not in dispute, will be carried to completion in due course as provided in Annex I.

D. CIVIL AFFAIRS SUPPLIES

1. *Northwest Europe.* Contributions of petroleum products to Northwest Europe drawn from the United Kingdom pool will be treated as falling in the unidentifiable category as set forth in the agreements already reached by the Governments of the United Kingdom and of the United States regarding the lend-lease element in civil affairs supplies, subject to the proviso that, in the case of petroleum products as distinguished from other unidentifiable civil affairs supplies, the provisions of these agreements dealing with the determination of contributions shall be applied over the period from March 11, 1941 to September 1, 1945, inclusive, in order to be consistent with the method used for the determination of the lend-lease share of the United Kingdom petroleum inventory and other arrangements between the two Governments in respect of petroleum products.

2. *South Europe.* The Government of the United Kingdom waives any claim to have contributed a share of the petroleum products sold for civilian use by Allied Forces Headquarters in South European countries.

#### E. WAIVER OF OTHER CLAIMS

The provisions of the Agreement on Settlement of Intergovernmental Claims concluded this day (No. II) shall apply to claims arising out of petroleum transactions, and in addition all claims not otherwise dealt with in this Agreement or in Annex I hereto, arising out of the sale, diversion or retransfer, in Gibraltar, Malta, China, the Philippines and elsewhere, of petroleum products or petroleum materials supplied under lend-lease or reciprocal aid are hereby mutually waived, whether or not covered by paragraph 4 of the Agreement on Settlement of Intergovernmental Claims.

#### F. INVENTORIES

1. *United Kingdom Inventories.* For the purposes of this Agreement, the total petroleum inventories in the United Kingdom as of September 2, 1945 shall be deemed to include petroleum stocks in the United Kingdom on that date, stocks then in transit to the United Kingdom, and stocks then within the possession of the British Armed Forces in Northwest Europe. These stocks have been divided into the United Kingdom share, attributable to contributions to such stocks by the Government of the United Kingdom, and the United States lend-lease share, attributable to contributions of the Government of the United States to such stocks under lend-lease. Such United States lend-lease share is equivalent to the sum of (a) the quantities earmarked under previous arrangements as the United States military share, and (b) other United States lend-lease stocks.

The agreed amount of the United States lend-lease share is shown in Annex II.

#### 2. *Other Inventories*

(a) An agreed statement of inventories of petroleum products attributable to lend-lease within the possession of the Government of the United Kingdom as of September 2, 1945 (exclusive of inventories in the United Kingdom and in the Mediterranean pool) and of inventories of petroleum products attributable to reciprocal aid within the possession of the Government of the United States as of that date is given in Annex III.

(b) An agreed statement of stocks constituting part of the Mediterranean pool which were transferred as of September 2, 1945 for use by the British Armed Forces pursuant to directive of the United States Joint Chiefs of Staff is given in Annex IV.

(c) An agreed statement is given in Annex V showing the petroleum products in Italy physically under British control as of September 2, 1945 but available for use by the United States Armed Forces or for issue to other

parties at the discretion of the Government of the United States, representing the difference between (i) the total stocks held in British controlled tankage in Italy as of September 2, 1945 and (ii) the stocks which were transferred in Italy for use by the British Armed Forces pursuant to directive of the United States Joint Chiefs of Staff as shown in Annex IV.

G. WITHDRAWALS BY THE GOVERNMENT OF THE UNITED STATES  
AGAINST ITS SHARE OF INVENTORIES WITHIN THE POSSESSION OF  
THE GOVERNMENT OF THE UNITED KINGDOM

1. *Withdrawals from United Kingdom Inventories.* The Government of the United States has notified the Government of the United Kingdom of the quantities of petroleum products as set out in Annex VI, which it estimates that the United States Armed Forces will wish to withdraw against the United States share of the United Kingdom stocks either for use in the United Kingdom or for shipment elsewhere for military purposes. With respect to the latter, it shall be at the option of the Government of the United Kingdom, after consultation with the United States military authorities, to substitute direct deliveries from other areas, in which case appropriate adjustment will be made for any differences in freight costs. While the Government of the United States has the right to withdraw the designated quantities at any time and the Government of the United Kingdom will use its best endeavors to make prompt delivery of the quantities notified as required by the United States Armed Forces, in case of stringency as regards supplies or tankers the Government of the United Kingdom may postpone deliveries by arrangement with the United States military authorities.

2. *Withdrawals from Other Inventories.* The Government of the United States has notified the Government of the United Kingdom of the quantities of aviation gasoline which it wishes to withdraw in India, Ceylon and the Middle East, and of the quantities of aviation lubricants which it wishes to withdraw in Ceylon and the Middle East, against its share of stocks of these products in the areas mentioned attributable to contributions of the Government of the United States to such stocks under lend-lease. These quantities are set out in Annex VII. The Government of the United States has the right to withdraw such quantities at any time.

H. WITHDRAWALS BY THE GOVERNMENT OF THE UNITED KINGDOM  
AGAINST ITS SHARE OF INVENTORIES IN THE PACIFIC

The Government of the United Kingdom has notified the Government of the United States of the quantities of petroleum products, as set out in Annex VIII, which it wishes to withdraw from stocks in the Pacific against its reciprocal aid share of such stocks. The Government of the United Kingdom has the right to withdraw such quantities at any time.

# I. TITLE TO INVENTORIES AND TO PETROLEUM PRODUCTS DESIGNATED FOR WITHDRAWAL

In so far as either the Government of the United States or the Government of the United Kingdom does not already hold title to petroleum inventories or to petroleum products designated for withdrawal:

(1) The Government of the United States hereby acquires and shall be deemed to have acquired on September 2, 1945 full title (a) to all petroleum products designated for withdrawal by the Government of the United States pursuant to section G hereof, and (b) to all petroleum inventories located outside the United Kingdom which were within the possession of the Government of the United States as of September 2, 1945, or were subsequently transferred to it under United Kingdom Government directive, except for the quantities designated for withdrawal after September 1, 1945 by the Government of the United Kingdom pursuant to section H hereof.

(2) The Government of the United Kingdom hereby acquires and shall be deemed to have acquired on September 2, 1945 full title (a) to all petroleum products designated for withdrawal by the Government of the United Kingdom pursuant to section H hereof, and (b) to all petroleum inventories in its possession as of September 2, 1945 or subsequently transferred to it under United States Joint Chiefs of Staff directive, except for quantities designated for withdrawal by the Government of the United States after September 1, 1945 pursuant to section G hereof.

A summary of petroleum inventories and of petroleum products designated for withdrawal, title to which is deemed to pass in accordance with this section, is given in Annex IX.

# J. FINANCIAL SETTLEMENT FOR INVENTORIES, WITHDRAWALS AND TRANSFERS

1. *Settlement for Inventories and Transfers of Stocks.* Title to petroleum products acquired by the Governments of the United States and of the United Kingdom under the terms of section I of this Agreement which had been furnished under lend-lease and reciprocal aid prior to September 2, 1945, shall be deemed to have been transferred in consideration of mutual transfers of the title to such products and in partial consideration of the payment of the net amount of \$532,000,000 by the Government of the United Kingdom to the Government of the United States specified in paragraph 3 (b) of the Joint Statement of December 6, 1945.

2. *Settlement for Withdrawals.* No financial payment for withdrawals under the provisions of sections G and H hereof shall be required; provided, however, that as of the date when either Government declares that it has made its last withdrawal, settlement for any differences between actual withdrawals and the quantities designated for withdrawal by either Government against its share of stocks within the possession of the other Government as of Sep-

tember 2, 1945, and for appropriate handling and packaging charges on quantities delivered after September 1, 1945 to the United States Armed Forces in the United Kingdom (but not on direct deliveries from source in bulk to the United States Armed Forces in areas other than the United Kingdom, on which no such charges will accrue) or in the other areas mentioned in section G paragraph 2 hereof, shall be made by payment, at appropriate prices to be agreed at the date of settlement, in cash or in kind by adjustment of quantities, as may be mutually convenient, in which case title to any such differences shall pass to the retaining Government upon such payment or adjustment.

3. *Settlement for Other Deliveries.* All deliveries after September 1, 1945 of petroleum products to agencies of the Government of the United States or of the Government of the United Kingdom, exclusive of (a) those mentioned in section A paragraphs 1 and 2 hereof, (b) withdrawals against agreed shares of inventories, or (c) straight lend-lease or reciprocal aid transfers under United States Joint Chiefs of Staff or United Kingdom Government directives, shall be for settlement in cash.

#### K. LEND-LEASE INTERESTS IN PETROLEUM INSTALLATIONS

1. *Petroleum Installations in the United Kingdom.* The lend-lease interest in petroleum installations in the United Kingdom is transferred to the Government of the United Kingdom in accordance with the Agreement on Lend-Lease and Reciprocal Aid Installations concluded this day (No. VII).

2. *Petroleum Installations in British Colonial Dependencies and in Third Countries.* Petroleum installations located in British Colonial Dependencies and under the control of the United States Armed Forces on September 2, 1945 are shown in Annex X. The lend-lease interest in these installations is deemed to have been returned to the Government of the United States under the Agreement on Lend-Lease and Reciprocal Aid Installations concluded this day (No. VII). Petroleum installations located outside the United Kingdom and British Colonial Dependencies, in which the United States had a lend-lease interest and which were in civilian use on September 2, 1945 or thereafter were or may be diverted to such use, are shown in Annex XI. The installations listed in Annexes X and XI shall be used and disposed of in accordance with the Agreement on Lend-Lease and Reciprocal Aid Installations.

#### L. RESTRICTIONS ON IMPORTATION OF PETROLEUM EQUIPMENT AND MATERIALS

In the course of the negotiation of this Agreement several questions which have arisen in connection with restrictions imposed on American oil companies, limiting the importation from the United States of plant and materials necessary to rehabilitate American oil properties in certain British areas, were discussed and cleared up individually on a satisfactory basis. The Gov-

ernment of the United Kingdom agrees that it will not impose or encourage the imposition of restrictions on the importation of petroleum materials from the United States likely to prejudice American companies in relation to their competitors.

#### M. GENERAL PETROLEUM QUESTIONS

The principles of general commercial policy recently discussed between the two Governments relate to petroleum as to any other commodity.

The two Governments recognize the importance of early agreement on petroleum questions of mutual interest and, pending the establishment of formal intergovernmental machinery to deal specifically with petroleum questions, will consult together as necessary on such questions.

#### ANNEX I

#### TRANSACTIONS REFERRED TO IN SECTION C PARAGRAPH 3 OF THIS AGREEMENT

The following transactions, in which the liability for payment has heretofore been acknowledged and the method of computation is not in dispute, have been left for settlement outside the offsetting arrangement, and payment will be made in due course.

1. *Iceland.* To carry out previously made arrangements, in dividing between the two Governments the proceeds from sales of petroleum products shipped to Iceland via the United Kingdom, the Government of the United States shall be credited with the proceeds of sales of such petroleum products made during the period from January 1, 1944, to October 31, 1944, inclusive. If, however, the proceeds from such sales should exceed the landed cost of such products in the United Kingdom, any excess shall be credited to the Government of the United Kingdom, which has met under reciprocal aid the expenses incurred by it in respect of such petroleum products for handling charges in the United Kingdom, freight from the United Kingdom to Iceland, leakage en route and handling charges in Iceland.

In the case of sales of such petroleum products made during the period from November 1, 1944 to September 1, 1945, inclusive, the Government of the United States shall be credited with the landed cost in the United Kingdom of the petroleum products sold and the Government of the United Kingdom will be credited with any proceeds over and above such cost.

The resultant net balance of accounts is known to be in favor of the Government of the United States, although the exact amount is subject to future determination. This balance shall be settled by cash payment to the Government of the United States.

2. *Profits from Cairo-Suez Pipeline.* The Government of the United Kingdom agrees to pay the Government of the United States the amounts due to the Government of the United States, to be agreed between the two Govern-

ments at convenient intervals, in respect of its share of the profits arising from the operation of the Cairo-Suez Pipeline. These payments will be made in the currency received in the course of operations.

3. *Arrangements for Expansion of Petroleum Output by Sterling Area Refineries.* The Government of the United States reaffirms the arrangement made in 1944 in connection with the combined decision of the Governments of the United Kingdom and of the United States to expand the output of petroleum products in Curacao, Trinidad and Bahrein for use in the Allied war effort and will complete the payments due to the Government of the United Kingdom when the amounts have been determined.

4. *Aviation Petroleum Products for Certain Atlantic Bases.* The Government of the United States will complete payment to suppliers in the amount found to be due in accordance with existing agreements and under approved requisitions covering aviation petroleum products used prior to September 2, 1945 by the Royal Air Force at bases in Newfoundland and Bermuda.

5. *Trinidad.* The Government of the United Kingdom will pay to the Government of the United States the amount due in settlement of the difference between (a) the sum of the cost of certain services in connection with petroleum and of the cost of petroleum products delivered at Trinidad to the Government of the United States which have been determined as eligible for reciprocal aid although payment was made at the time by the Government of the United States and (b) the cost of petroleum products delivered to the Government of the United States at Trinidad under reciprocal aid, but later diverted for purposes not eligible for reciprocal aid.

## ANNEX II

## STATEMENT SHOWING U. S. LEND-LEASE SHARE OF PETROLEUM INVENTORIES IN THE UNITED KINGDOM AS OF SEPTEMBER 2, 1945

	<i>Analysis of U. S. Lend-Lease Share</i>		
	<i>U. S. Lend-Lease Share</i>	<i>Military</i>	<i>Residual Lend-Lease Share</i>
	(Thousands of Long Tons)		
Admiralty Oil Fuels	383	114	269
100 Octane Aviation Gasoline	610	349	261
Other Aviation Gasoline	76	—	76
Motor Gasoline	840	418	422
White Spirit	15	—	15
Burning Oil	227	31	196
Vaporizing Oil	126	—	126
Gas Oil	447	140	307
Diesel Oil	83	—	83
Fuel Oil	193	—	193
Lubricating Oil	254	32	222
Bitumen	5	—	5
Total	3259	1084	2175

## ANNEX III

STATEMENT SHOWING PARTICIPATION ATTRIBUTABLE TO LEND-LEASE  
AND RECIPROCAL AID CONTRIBUTIONS IN PETROLEUM INVENTORIES  
OTHER THAN THOSE IN THE U. K. AND IN THE MEDITERRANEAN POOL

	(Thousands of Long Tons)
<i>U.S. Share of Stocks within the Possession of the U. K. Government as of September 2, 1945</i>	
Aviation Gasoline, India, Ceylon and the Middle East	277
Aviation Lubricants, Ceylon, West Africa and the Middle East	15
Motor Transport Lubricants, East and West Africa and the Middle East	38
Admiralty Lubricants	10
Various products, Bermuda and Miscellaneous Bases	10
Crudes held at Curacao, Trinidad and Bahrein	95
Total	445
<i>U. K. Share of Stocks within the Possession of the U.S. Government as of September 2, 1945</i>	
Various Products:	
Pacific (including Fiji) and Canal Zone	738
Dakar	10
Brazil	40
Ascension	7
Caribbean and South American Bases	10
Total	805

## ANNEX IV

STATEMENT OF PETROLEUM INVENTORIES IN THE MEDITERRANEAN  
POOL TRANSFERRED AS OF SEPTEMBER 2, 1945 TO THE UNITED KING-  
DOM FOR USE BY THE BRITISH ARMED FORCES

	<i>In Other Areas</i>					<i>Total</i>	<i>Grand Total</i>
	<i>Italy Sicily Sardinia</i>	<i>Greece</i>	<i>Azores</i>	<i>French North Africa</i>	<i>Tripoli</i>		
	(Thousands of long tons)						
100 Octane Aviation Gasoline	32.9	2.1	0.9	4.5	6.9	14.4	47.3
Motor Gasoline	81.1	3.4	0.1	1.7	—	5.2	86.3
Kerosene	5.0	0.6	—	0.1	—	0.7	5.7
Diesel Oil	35.3	1.6	1.3	1.6	—	4.5	39.8
Navy Special	34.6	2.5	11.2	3.9	—	17.6	52.2
Lubricating Oils	10.5	1.7	0.1	0.3	—	2.1	12.6
Sundries	1.5	—	—	—	—	—	1.5
Total	200.9	11.9	13.6	12.1	6.9	44.5	245.4

## ANNEX V

## STATEMENT SHOWING PETROLEUM INVENTORIES HELD IN TANKAGE CONTROLLED BY U. K. IN ITALY AS OF SEPTEMBER 2, 1945 AND DIVISION INTO U. K. AND U. S. SHARES

	<i>Total Stocks in British controlled Tankage</i>	<i>Stocks Trans- ferred to the U. K. for use by British Armed Forces</i>	<i>Balance Available for with- drawal by U. S.</i>
	(Thousands of long tons)		
100 Octane Aviation Gasoline	75.3	32.9	42.4
80 Octane Motor Gasoline	63.9	81.1	—17.2
Kerosene	13.4	5.0	8.4
Diesel Oil—702	87.4	35.3	52.1
Navy Special	83.1	34.6	48.5
Lubricating Oil	20.0	10.5	9.5
Sundries	11.7	1.5	10.2
Total	354.8	200.9	153.9

## ANNEX VI

## STATEMENT OF QUANTITIES OF PETROLEUM PRODUCTS DESIGNATED FOR WITHDRAWAL BY U.S. ARMED FORCES FROM THE U.S. SHARE OF STOCKS IN THE U.K.

	(Thousands of Long Tons)
Admiralty Oil Fuels	114.0
100 Octane Aviation Gasoline	349.0
Motor Gasoline	228.0
Burning Oil	13.6
Gas Oil	140.0
Lubricating Oils, Ground	1.6
Lubricating Oils, Aviation	2.5
Total	848.7

## ANNEX VII

## STATEMENT OF QUANTITIES OF AVIATION PETROLEUM PRODUCTS DESIGNATED FOR WITHDRAWAL BY U.S. ARMED FORCES FROM THE U.S. SHARE OF STOCKS IN INDIA, CEYLON AND THE MIDDLE EAST

	(Thousands of Long Tons)
100 Octane Aviation Gasoline	
India and Ceylon	146.6
Middle East	35.2
Lubricating Oils, Aviation	
Middle East and Ceylon	1.0
Total	182.8

Note: Withdrawals of aviation lubricating oils by the U.S. Armed Forces from the U.S. share of stocks of these products in India and handling or packaging charges on quantities of 100 Octane Aviation Gasoline withdrawn from stocks in India are matters for settlement between the Governments of the United States and of India.

## ANNEX VIII

## STATEMENT OF QUANTITIES OF PETROLEUM PRODUCTS DESIGNATED FOR WITHDRAWAL BY U.K. ARMED FORCES FROM THE U.K. SHARE OF STOCKS IN THE PACIFIC

	<i>Stocks held by British Pacific Fleet as of Sep- tember 2, 1945</i>	<i>Additional Requirements September/ October 1945</i>	<i>Stocks in Fiji as of Sept. 2, 1945</i>	<i>Total</i>
	(Thousands of Long Tons)			
100 Octane Aviation Gasoline	—	—	1.45	1.45
Motor Gasoline	—	—	.55	.55
Diesel Oil	7.37	9.47	5.00	21.84
Navy Special	108.82	222.50	8.09	339.41
Totals	116.19	231.97	15.09	363.25

## ANNEX IX

## STATEMENT SHOWING PETROLEUM INVENTORIES, TITLE TO WHICH IS DEEMED TO HAVE PASSED ON SEPTEMBER 2, 1945

<i>1. Inventories acquired by the Government of the United States</i>				
(a)	<i>Designated withdrawals by the Government of the U.S. from inventories within the possession of the Government of the U.K. as of September 2, 1945.</i>		(Thousands of Long tons)	
(i)	From stocks in the U.K. (Annex VI)			849
(ii)	From stocks in India, Ceylon and Middle East (Annex VII)			183
(iii)	From stocks in British controlled tankage in Italy (Annex V)			154
(b)	<i>Reciprocal aid stocks within the possession of the Government of the United States as of September 2, 1945.</i>			
	In various areas (Annex III)			805
	Less withdrawals designated by the Government of the U.K. (Annex VIII)			363
				442
TOTAL				1628
<i>2. Inventories acquired by the Government of the United Kingdom</i>				
(a)	<i>Designated withdrawals by the Government of the U.K. from inventories within the possession of the Government of the U.S. as of September 2, 1945.</i>			
	From stocks in Pacific (Annex VIII)			363
(b)	<i>Lend-lease stocks within the possession of the Government of the United Kingdom as of September 2, 1945.</i>			
(i)	In the U.K. (Annex II)			3259
	Less withdrawals designated by the Government of the U.S. (Annex VI)			849
				2410
(ii)	<i>Mediterranean pool:</i>			
	In Italy (Annex V)			355
	Less withdrawals designated by the Government of the U.S. (Annex V)			154
				201
	In Greece, North Africa, Azores (Annex IV)			44
				245
(iii)	In other areas (Annex III)			445
	Less withdrawals designated by the Government of the U.S. (Annex VII)			183
				262
TOTAL				3280

## ANNEX X

## PETROLEUM INSTALLATIONS LOCATED IN BRITISH COLONIAL DEPENDENCIES AND UNDER CONTROL OF U.S. ARMED FORCES ON SEPTEMBER 2, 1945

1. *Gold Coast*
  - (a) Takoradi
  - (b) Accra
  - (c) Accra Airport
2. *Nigeria*
  - (a) Apapa (Lagos)
  - (b) Kano
  - (c) Kano Airfield
  - (d) Bukuru
  - (e) Naidugari Airfield
  - (f) Port Harcourt
3. *Sierra Leone*
  - Freetown—Kissey East Site
4. *Kenya*
  - (a) Mombasa, Kipevus
  - (b) Nairobi, Eastleigh Airfield
5. *South Atlantic*
  - (a) Ascension Island
  - (b) Ascension Island Airport
6. *Aden Protectorate*
  - (a) Salalah Airfield
  - (b) Sheikh Othman Airport
7. *Palestine*
  - Tel Litvinski Jerrican Factory

## ANNEX XI

## PETROLEUM INSTALLATIONS (LOCATED OUTSIDE THE UNITED KINGDOM AND BRITISH COLONIAL DEPENDENCIES) IN WHICH THERE IS A LEND-LEASE INTEREST

## PIPELINES AND BULK FACILITIES

1. *Egypt*
  - (a) Agrud-Cairo 6'' Pipeline (White oils)
  - (b) Suez-Port Said 8'' Pipeline (Black oils)
  - (c) Timsah-Nefisha 10'' Pipeline (Black oils)
  - (d) Gaboari (Alexandria) 6'' Pipeline (Black oils)
  - (e) Fayid, Kabrit, Kosarrit, Shandur Airfields Pipelines
  - (f) Amriya (Alexandria) Military Pipelines (White oils)
2. *Lebanon*
  - Beirut 10'' Pipeline (Black oils)
3. *Iceland*
  - Reykjavik (Bulk installation)
4. *Iran*
  - Abadan-Ahwaz-Khorramshar Pipeline

## DRUM AND CAN PLANTS

5. *Egypt*
  - (a) Nefisha Can Factory
  - Filling Depot and 4'' Pipeline
  - (b) Shoubra (Cairo) Jerrican Factory Plant No. 1
  - (c) Shoubra (Cairo) 5-gallon Drum Factory Plant No. 2
  - (d) Moharrem Bey (Alexandria) Drum Factory Plant No. 3
  - (e) Nouzha (Alexandria) Drum Factory Plant No. 4
  - (f) Stagni (Alexandria) Tin Factory

## VII

## AGREEMENT ON LEND-LEASE AND RECIPROCAL AID INSTALLATIONS

In accordance with their JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS, dated December 6, 1945, and in partial consideration of the payment of the

net amount of \$532,000,000 by the Government of the United Kingdom to the Government of the United States specified in paragraph 3 (b) thereof, the Governments of the United States and of the United Kingdom have reached agreement as set forth below regarding the transfer, use and disposition of lend-lease and reciprocal aid installations, which term shall cover structures or capital assemblies affixed to land or buildings in a permanent manner.

1. The Government of the United Kingdom hereby acquires and shall be deemed to have acquired on September 2, 1945 full title to any lend-lease interest in installations located in the United Kingdom or British Colonial Dependencies on that date, except that such interest in any installations located in the Colonial Dependencies and under the control of the United States Armed Forces on that date shall be deemed to have been returned to the Government of the United States. The Government of the United States hereby acquires and shall be deemed to have acquired on September 2, 1945 full title to any reciprocal aid interest in installations located on that date in the United States, its territories or possessions. A lend-lease or reciprocal aid interest shall be deemed to exist in an installation when (a) it has been furnished in complete form under lend-lease or reciprocal aid, or (b) it contains significant quantities of lend-lease or reciprocal aid materials, or (c) a significant part of the construction costs was met under lend-lease or reciprocal aid.

2. The lend-lease interest in installations transferred to the Government of the United Kingdom under paragraph 1 hereof shall be deemed to have been transferred subject to the condition that United States nationals, corporations, and associations shall receive appropriate non-discriminatory treatment in the use and disposition of such installations. The term "appropriate" as used in this paragraph and in paragraph 3 hereof shall mean appropriate to the trade position in the area of the parties involved, and to their rights of entry or expansion in the area consistently with pertinent agreements reached either under Article VII of the Mutual Aid Agreement of February 23, 1942, or otherwise.

3. The use and disposition of all installations located outside the United Kingdom and British Colonial Dependencies and outside the United States, its territories and possessions in which a lend-lease interest (as between the two Governments) remains unextinguished by return or otherwise, and which were in civilian use on September 2, 1945, or thereafter were or may be diverted to such use, shall be governed by the following principles:

(a) Installations under the direct or indirect control of the Government of the United Kingdom continued in operation pending disposal shall be operated without discrimination against the nationals, corporations or associations of the United States and of the United Kingdom.

(b) In cases where both Governments have contributed to the cost of an installation or where one Government is in control of an installation to

the cost of which the other has contributed, disposal shall be by mutual agreement, and the two Governments will co-operate with the object of securing appropriate non-discriminatory treatment for the nationals, corporations, or associations of both countries in connection with the subsequent use of such facilities. The proceeds of any agreed sale shall be divided between the Governments of the United States and of the United Kingdom in accordance with their relative contributions (including lend-lease, reciprocal aid and other contributions by either Government) to the cost of the facility as agreed by them, or in such other manner as may be mutually agreed.

4. The use and disposition of any installations located in British Colonial Dependencies in which a reciprocal aid interest exists and which were on September 2, 1945, under the control of the United States Armed Forces shall be governed by the principles set out in paragraph 3 hereof.

5. It is hereby reaffirmed that the Government of the United States has full title to any lend-lease interest in installations located in the United States, its territories or possessions, and that the Government of the United Kingdom has full title to any reciprocal aid interest in installations located in the United Kingdom or British Colonial Dependencies.

### VIII

#### AGREEMENT RELATING TO UNITED STATES ARMY AND NAVY SURPLUS PROPERTY AND SURPLUS INSTALLATIONS IN THE UNITED KINGDOM

1. In accordance with their JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS, dated December 6, 1945, and in partial consideration of the payment of the net amount of \$532,000,000 by the Government of the United Kingdom to the Government of the United States specified in paragraph 3 (b) thereof, the Governments of the United States and of the United Kingdom agree that the latter shall acquire possession of and title to the following property on the terms and conditions set forth below:

(a) All movable articles of whatever description (except vessels other than those which may be specifically designated from time to time by the Government of the United States for transfer hereunder, and aircraft) located in the United Kingdom which had been on December 6, 1945, or are thereafter, declared to the Office of the Foreign Liquidation Commissioner, United States Department of State, as surplus to the needs and responsibilities of the United States War and Navy Departments.

(b) All interests of the United States War and Navy Departments in installations (which term includes structures or capital assemblies affixed to land or buildings in a permanent manner) located in the United Kingdom where such interests have been or are declared to the Office of the Foreign

Liquidation Commissioner as surplus to the needs and responsibilities of the War and Navy Departments.

2. Title to and custodial responsibility for the property described in paragraph 1 hereof shall be deemed to have passed or shall pass to the Government of the United Kingdom as soon as possible in accordance with transfer procedures established by the representatives in the United Kingdom of the Office of the Foreign Liquidation Commissioner and the responsible departments of the Government of the United Kingdom.

3. The Government of the United Kingdom agrees that the procedure for the acquisition of the property described in paragraph 1 hereof will not interfere with the consumption or continued use of such property by the United States Army and Navy in connection with their respective needs and responsibilities.

4. Any property described in paragraph 1 hereof which had on or before December 6, 1945, been specifically committed for sale or transfer to third parties or which has been or may be directly transferred to the United Nations Relief and Rehabilitation Administration by the United States War and Navy Departments under Section 202, Title II, United States Public Law No. 382, 78th Congress,<sup>15</sup> shall not be subject to transfer to the Government of the United Kingdom.

5. The Government of the United Kingdom will afford the United Nations Relief and Rehabilitation Administration opportunity to acquire at fair and reasonable prices any property transferred to the Government of the United Kingdom under this Agreement.

6. The Government of the United Kingdom will use its best endeavors to ensure that property transferred pursuant to this Agreement shall not be imported into the United States in the same or substantially the same form, if such property was originally produced in the United States and is readily identifiable as such, but such property may be imported into the United States on consignment to a person or firm in the United States for the purpose of reconditioning for re-export, or by a member of the United States Armed Forces for his personal use.

7. The Government of the United Kingdom, when it disposes of or distributes property transferred pursuant to this Agreement, will use its best endeavors to avoid discrimination against the legitimate interests of the United States manufacturers of such property, or their agents or distributors in the United Kingdom.

8. The provisions of the Agreement on Lend-Lease and Reciprocal Aid Installations concluded this day (No. VII) which relate to non-discriminatory treatment of United States nationals, corporations and associations shall also apply to installations in which the Government of the United States has had an interest covered by this Agreement.

<sup>15</sup> 58 Stat. 630.

9. The Government of the United Kingdom will not transfer to other governments or for export without the consent of the Government of the United States any arms, ammunition or lethal implements of war transferred pursuant to this Agreement.

10. In this Agreement the term "vessels" includes ships, boats, barges, floating dry docks and other watercraft.

## IX

### AGREEMENT RELATING TO TORT CLAIMS

The Governments of the United States and of the United Kingdom have agreed that the Agreement relating to the settlement of certain classes of claims against members of the armed forces of one arising out of their military duties in the territory of the other, which has been in effect since 1944 on terms set out in the Foreign Secretary's Note to the United States Ambassador at London, dated February 29, 1944<sup>16</sup> and its Annex (hereinafter called "the Agreement"), shall apply on the same terms to claims in respect of acts or omissions within the scope of the Agreement as hereby modified, committed (a) by members of the United Kingdom Armed Forces in the course of their military duties in the United States on or before February 28, 1946 and (b) by members of the United States Armed Forces in the course of their military duties in the United Kingdom on or before December 31, 1949, subject to the following modifications:

(i) The Agreement is hereby extended to include claims in tort arising after September 1, 1945 from training, maneuvers and operations of aircraft in the performance of military duties.

(ii) The amounts paid by one Government in settlement of claims arising after September 1, 1945 against the other in accordance with the Agreement as hereby modified shall be included in the offsetting arrangement described in section E of the Agreement on Lend-Lease and Reciprocal Aid Pipelines and Offsetting Arrangement concluded this day (No. I),<sup>17</sup> by adjustment of the sum designated (a) in paragraph 3 of the Joint Statement regarding Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property and Claims, dated December 6, 1945.

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<sup>16</sup> TIAS 1602, *ante*, p. 660.

<sup>17</sup> *Ante*, p. 751.

# INTERCHANGE OF PATENT RIGHTS, INFORMATION, INVENTIONS, DESIGNS, OR PROCESSES

*Agreement signed at Washington March 27, 1946*

*Entered into force March 27, 1946; operative from January 1, 1942*

*Expired April 8, 1946*

60 Stat. 1566; Treaties and Other  
International Acts Series 1510

Whereas there was signed and sealed at Washington on the twenty-fourth day of August 1942, for the Government of the United States of America and for the Government of the United Kingdom of Great Britain and Northern Ireland, in further fulfillment of the policy set forth in their Agreement of February 23, 1942 on the principles applying to mutual aid in the prosecution of the war against aggression,<sup>1</sup> an Agreement deemed to have been in effect and operation as from January 1, 1942 concerning the interchange of patent rights, information, inventions, designs, or processes;<sup>2</sup> and

Whereas it is desirable to amend the said Agreement of August 24, 1942 in certain particulars;

Now, therefore, it is agreed by the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland that the said Agreement of August 24, 1942 shall be and is hereby amended to read as follows:

## ARTICLE I

(a) Each Government, in so far as it may lawfully do so, will procure and make available to the other Government, for use in war production, patent rights, information, inventions, designs, or processes requested by the other Government. In the case of the United States of America, the law authorizing such procurement and transfer is now the Act of the Congress of the United States approved March 11, 1941 (Public 11, 77th Congress),<sup>3</sup> as amended. Each Government will bear the cost of the procurement of such

<sup>1</sup> EAS 241, *ante*, p. 603.

<sup>2</sup> EAS 268, *ante*, p. 611.

<sup>3</sup> 55 Stat. 31.

patent rights, information, inventions, designs, or processes from its own nationals.

(b) In this Agreement the term "nationals" in relation to the United States of America shall mean all natural persons who on May 8, 1945 were exclusively citizens of the United States of America, all corporations, partnerships, and associations organized under the laws of the United States of America, its territories, the several States, or the District of Columbia, and all natural persons domiciled or resident in the United States of America on May 8, 1945, as well as the Government of the United States of America and all of its agencies, but the term "nationals" in relation to the United States of America shall not include natural persons who were on May 8, 1945 exclusively subjects of the United Kingdom even though they were domiciled or resident in the United States of America on that date. In this Agreement the term "nationals" in relation to the United Kingdom shall mean all natural persons who on May 8, 1945 were exclusively subjects of the United Kingdom, all corporations, partnerships, and associations organized under the laws of the United Kingdom, and all natural persons domiciled or resident in the United Kingdom on May 8, 1945, as well as the Government of the United Kingdom and all of its agencies, but the term "nationals" in relation to the United Kingdom shall not include natural persons who on May 8, 1945 were exclusively citizens of the United States of America even though they were domiciled or resident in the United Kingdom on that date.

(c) The basic principle as to which Government shall undertake and bear the cost of procurement in doubtful cases shall be decided according to whether dollar or sterling costs are necessarily involved. In the former case the Government of the United States of America will effect acquisition and in the latter case the Government of the United Kingdom will effect acquisition, but each Government will pay the remuneration and other expenses of its own representatives incurred in connection with communicating any research or manufacturing information to the other Government.

## ARTICLE II

All patent rights so acquired shall be acquired and used for the purposes of, and until the termination of, the war only, unless otherwise expressly provided, except that contracts entered into (for the production, use, or disposition of articles) which cannot be terminated without penalty, may be completed, and all articles on hand at the termination of the war, or completed as permitted herein, may be used and disposed of. Information, inventions, designs, or processes so acquired and not covered by patents or patent applications shall be acquired upon such terms as may most expeditiously make such information, inventions, designs, or processes available for the purposes of the war, with provision, to the extent practicable, for the limitation of the use thereof for the purposes of and until the termination of the war. When

the information, invention, design, or process is of a category for which the other Government requests secrecy upon security grounds, each Government will take such steps as it deems practicable to ensure the appropriate degree of secrecy in manufacture and use. The term "termination of the war", for the purposes of this Agreement, shall mean the date when the Government of the United States of America and the Government of the United Kingdom have ceased to be jointly engaged in actual hostilities against a common enemy, or such other date as may be mutually agreed upon, and shall not be dependent on the date of the signing of a peace treaty.

#### ARTICLE III

Such acquisition by the Government of the United States of America will be effected in accordance with regular Lend-Lease procedure (or its then current equivalent) and will be financed under such program, except that other procedure may be used in those instances where no expenditure of funds is necessary.

#### ARTICLE IV

Such acquisition by the Government of the United Kingdom will be effected on the basis of written requests submitted by any authorized department or agency of the Government of the United States of America to the British Supply Council (or to such other agency of the Government of the United Kingdom as may be designated from time to time). Copies of all such requests will be furnished to the Office of Lend-Lease Administration. The British Supply Council will furnish to that Office reports as to all patent rights, information, inventions, designs, or processes obtained and transferred to the agency requesting the same and the acquisition cost thereof, if any.

#### ARTICLE V

In so far as is found practicable in the circumstances of each case, adequate licenses or assignments and contract rights shall be acquired by each Government, in accordance with the requests of the other Government, and transferred to the other Government. Where desirable each Government will sponsor necessary relationships and permit dealings between the original grantor and the ultimate user. It is contemplated that normally the rights obtained should, subject to the limitations contained in Article II of this Agreement, include, among other things:

(a) The right to make, to have made, to use, and to dispose of, articles embodying the subject-matter of the patent rights, information, inventions, designs, or processes, so acquired, including the right to use and practice any of the aforesaid.

(b) Provision for securing to the recipient Government or its designees all necessary personal expert services and supplementary information.

(c) Permission to transfer, assign, license, or otherwise dispose of, any or all of the rights and privileges acquired, to the other Government, with further permission to the latter to transfer, assign, license, or otherwise dispose of any or all of the same to contractors, subcontractors, or other appropriate designees of the recipient Government, for war production purposes only.

(d) The reservation on the part of the acquiring Government that it, and parties in interest holding under it, shall have the right at any time to contest the validity of any patent rights acquired.

(e) Whenever practicable, a guarantee by the licensor or patentee as to the validity of his patent, in respect of which the license is granted, with an indemnity against any infringement claims.

(f) Provision for the exchange of information, between the licensor or patentee and ultimate licensee, as to improvements or the results of research on the subject-matter of the license, together with the use of any patents which may be obtained in respect of such improvements, with a further provision that the like information and right to use additional patents shall simultaneously be furnished to both Governments.

#### ARTICLE VI

(a) Subject to the provisions of article VII of this Agreement, the Government of the United Kingdom agrees and undertakes to indemnify and save harmless the Government of the United States of America against all claims asserted by nationals of the United Kingdom under any United States patents for the use of any method or process and for the manufacture, use, or disposition of any article, which method, process, or article was used, manufactured, or disposed of by or for the Government of the United States of America.

(1) for the purposes and to the extent set forth in Article II of this Agreement; or

(2) in connection with the supply of articles to the Government of the United Kingdom under Lend-Lease or equivalent procedure, including the manufacture, use, and disposal of articles so supplied; or

(3) pursuant to a request made or authority given, for the purposes of the war, by the Government of the United Kingdom to the Government of the United States of America;

provided always that the Government of the United States of America will, whenever in its judgment practicable, avail itself of any indemnity from a third party of which it shall have the benefit, in lieu of the indemnity from the Government of the United Kingdom contained in this Agreement. For the purposes of this paragraph (a) claims asserted by nationals of the United Kingdom under Title 35, Section 42, of the United States Code, 1940 edition, and Title 35, Section 90, of the United States Code, 1940 edition, Supplement IV, shall be construed to be claims under patents; and for

the purposes of this paragraph (a) claims asserted by nationals of the United Kingdom under any United Kingdom patents or registered designs against United States Government contractors or subcontractors shall be construed to be claims subject to indemnification by the Government of the United Kingdom in cases where the Government of the United States of America has agreed and undertaken to indemnify and save harmless such contractors or subcontractors against any liability resulting from the use of any patented invention or registered design.

(b) Subject to the provisions of Article VII of this Agreement, the Government of the United Kingdom agrees and undertakes to indemnify and save harmless the Government of the United States of America against all claims asserted by nationals of the United Kingdom, under any law of the United States of America for compensation for the use or practice of any unpatented inventions, information, designs, or processes furnished by the Government of the United Kingdom to the Government of the United States of America and used or practiced by or for the latter Government pursuant to the provisions of Article II of this Agreement, or for the use or practice of any unpatented inventions, information, designs, or processes by or in the manufacture, use, or disposition, by or for the Government of the United States of America, of articles manufactured, used, or disposed of

(1) for the purposes and to the extent set forth in Article II of this Agreement; or

(2) in connection with the supply of articles by the Government of the United States of America to the Government of the United Kingdom under Lend-Lease or equivalent procedure and the use and disposal of such articles by the Government of the United States of America; or

(3) pursuant to a request made or authority given, for the purposes of the war, by the Government of the United Kingdom to the Government of the United States of America;

provided always that the Government of the United States of America will, whenever in its judgment practicable, avail itself of any indemnity from a third party of which it shall have the benefit, in lieu of the indemnity from the Government of the United Kingdom contained in this Agreement.

(c) The indemnities set forth in paragraphs (a) and (b) of this Article shall apply whether or not written requests in accordance with Article IV of this Agreement have been or will be at any time submitted by any authorized department or agency of the Government of the United States of America.

#### ARTICLE VII

The indemnity by the Government of the United Kingdom to the Government of the United States of America shall be subject to the following conditions and procedure, namely:

(a) That the Government of the United States of America, as soon as practicable after receiving notice of any claim by which a liability might fall upon the Government of the United Kingdom under the indemnity, will notify the Government of the United Kingdom of such claim having been made.

(b) That, upon being so notified of any such claim, the Government of the United Kingdom will, so far as practicable, dispose of such claim through negotiations with the claimant.

(c) That the Government of the United States of America will not enter into negotiations or make any compromise or settlement out of court with any such claimant without the prior knowledge and concurrence of the Government of the United Kingdom.

(d) That, in all cases in which no prior disposition or compromise or settlement of a claim shall have been made, as in paragraphs (b) and (c) of this Article, and the claim becomes the subject of legal proceedings in the United States Court of Claims or other appropriate United States court, the Government of the United Kingdom shall, if it so requests, be permitted to assist the Government of the United States of America in defending any such proceedings, and that, in the event that judgment is rendered against the Government of the United States of America, the Government of the United Kingdom will satisfy such judgment for and on behalf of the Government of the United States of America in the manner and within the time prescribed by law, or, if the judgment should be satisfied by payment by the Government of the United States of America, the latter shall be reimbursed by the Government of the United Kingdom in the same amount and the same kind of currency as the Government of the United States of America paid to the United Kingdom national in satisfying such judgment.

#### ARTICLE VIII

(a) Subject to the provisions of the Act of the Congress of the United States approved March 11, 1941 (Public 11, 77th Congress), as amended, and the provisions of Article IX of this Agreement, the Government of the United States of America agrees and undertakes to indemnify and save harmless the Government of the United Kingdom against all claims asserted by nationals of the United States of America under any United Kingdom patents or registered designs (including claims for compensation for the use of inventions which are the subject matter of applications for patents or registered designs, and publication of which has been prohibited under the United Kingdom Defence Regulations, provided that the patents shall have been issued or the registrations shall have been effected) for the use of any method or process and for the manufacture, use, or disposition of any article, which method, process, or article was used, manufactured, or disposed of by or for the Government of the United Kingdom

(1) for the purposes and to the extent set forth in Article II of this Agreement; or

(2) in connection with the supply of articles to the Government of the United States of America under Reciprocal Aid or equivalent procedure, including the manufacture, use, and disposal of articles so supplied; or

(3) pursuant to a request made or authority given, for the purposes of the war, by the Government of the United States of America to the Government of the United Kingdom;

provided always that the Government of the United Kingdom will, whenever in its judgment practicable, avail itself of any indemnity from a third party of which it shall have the benefit, in lieu of the indemnity from the Government of the United States of America contained in this Agreement. For the purposes of this paragraph (a) claims asserted by nationals of the United States of America under any United States patents against United Kingdom Government contractors or subcontractors shall be construed to be claims subject to indemnification by the Government of the United States of America in cases where the Government of the United Kingdom has agreed and undertaken to indemnify and save harmless such contractors or subcontractors against any liability resulting from the use of any patented invention.

(b) The indemnity set forth in paragraph (a) of this Article shall apply whether or not requisitions have been or will be at any time filed by the Government of the United Kingdom under regular Lend-Lease procedure or its then current equivalent in accordance with Article III of this Agreement.

#### ARTICLE IX

The indemnity by the Government of the United States of America to the Government of the United Kingdom shall be subject to the following conditions and procedure, namely:

(a) That the Government of the United Kingdom, as soon as practicable after receiving notice of any claim by which a liability might fall upon the Government of the United States of America under the indemnity, will notify the Government of the United States of America of such claim having been made.

(b) That, upon being so notified of any such claim, the Government of the United States of America will, so far as practicable, dispose of such claim through negotiations with the claimant.

(c) That the Government of the United Kingdom will not enter into negotiations nor make any compromise or settlement out of court with any such claimant without the prior knowledge and concurrence of the Government of the United States of America.

(d) That, in all cases in which no prior disposition or compromise or settlement of a claim shall have been made, as in paragraphs (b) and (c)

of this Article, and the claim becomes the subject of legal proceedings in the appropriate United Kingdom court or other tribunal, the Government of the United States of America shall, if it so requests, be permitted to assist the Government of the United Kingdom in defending any such proceedings, and that, in the event that judgment is rendered against the Government of the United Kingdom, the Government of the United States of America will satisfy such judgment for and on behalf of the Government of the United Kingdom in the manner and within the time prescribed by law, or, if the judgment should be satisfied by payment by the Government of the United Kingdom, the latter shall be reimbursed by the Government of the United States of America in the same amount and the same kind of currency as the Government of the United Kingdom paid to the United States national in satisfying such judgment.

(e) That in accordance with the provisions of Section 3(c) of the Act of the Congress of the United States approved March 11, 1941 (Public 11, 77th Congress), as amended, the obligations of the Government of the United States of America under the indemnity shall only extend to claims of which the Government of the United States of America is notified in accordance with paragraph (a) of this Article before July 1, 1949 or such other date as Congress may hereafter enact in amendment of said Section 3(c).

#### ARTICLE X

(a) Subject to the following provisions of this Article, the indemnity set forth in Articles VI, VII, VIII, and IX of this Agreement shall inure only to the benefit of the respective Governments. However, each Government agrees and undertakes to indemnify and save harmless the nationals of the other Government whom such Government requests so to be indemnified against all claims asserted by the nationals of the indemnifying Government under any patents or registered designs for the use of any method or process and for the manufacture, use, or disposition of any article, which method, process, or article was used, manufactured, or disposed of to the extent set forth in Article II of this Agreement in the course of manufacture, use, or disposition for the essential war needs of the civilian population of the country of the nationals whom it is sought to indemnify; provided, however, that requests for indemnities under this Article X shall be made only in cases where the formal requisitions for the rights under the patents or registered designs involved shall have been filed with the indemnifying Government on or before April 8, 1946, and provided further that such requests shall be made only in cases where the requesting Government had assured its nationals whom it seeks to have indemnified that they would be saved harmless from liability in respect of such claims. Nothing in this Article X shall be construed as conferring any rights on any national of either country to assert any claim against the Government of the other country.

(b) The indemnities set forth in this Article X shall be subject to the nationals whom it is sought to indemnify agreeing to comply substantially with the conditions and procedure set forth in Articles VII and IX of this Agreement. It is understood that the limitation set forth in paragraph (e) of Article IX shall apply to the obligation of the Government of the United States of America under this Article X.

#### ARTICLE XI

In order to avoid conflict with the understanding contained in this Agreement, departments or agencies of the Government of the United States of America, which negotiate contracts for production in the United States of America, pursuant to specifications furnished by or on behalf of the Government of the United Kingdom, will not require contractors in the United States of America to give indemnities to the Government of the United States of America which would be likely to result in efforts by the contractors to obtain an off-setting indemnity from the Government of the United Kingdom; the Government of the United Kingdom assumes a reciprocal obligation toward the Government of the United States of America.

#### ARTICLE XII

Anything contained in this Agreement to the contrary notwithstanding, any obligations heretofore or hereafter undertaken by the Government of the United Kingdom pursuant to the provisions of Section 7 of the Act of the Congress of the United States approved March 11, 1941 (Public 11, 77th Congress), as amended, as such obligations may be interpreted by the President of the United States of America or by a United States court of competent jurisdiction, shall be performed by the Government of the United Kingdom.

#### ARTICLE XIII

All payments made by the Government of the United States of America and the Government of the United Kingdom, respectively, in carrying out the terms of this Agreement shall be accounted for by the appropriate agencies of the two Governments as aid extended and benefits received by the Government of the United States of America in accordance with the Act of the Congress of the United States approved March 11, 1941 (Public 11, 77th Congress), as amended, and the agreement between the two Governments entered into at Washington on February 23, 1942.

#### ARTICLE XIV

Each Government will give to the other Government all possible information and other assistance required in connection with computing any payments to be made to nationals of the other Government with respect to the use of their patent rights, information, inventions, designs, or processes.

## ARTICLE XV

A joint committee of representatives of the Government of the United States of America and of the Government of the United Kingdom shall be established for the purpose of dealing with problems arising in connection with operations under this Agreement and of making appropriate recommendations to proper authorities with respect thereto.

## ARTICLE XVI

No patent rights, information, inventions, designs, or processes shall be requested by either Government under this Agreement nor shall the indemnities set forth in Articles VI, VII, VIII, IX, and X of this Agreement apply in respect of any use or infringement occurring during the continuance in effect of a license agreement or other contractual obligation in existence on January 1, 1942 between a national of one Government on the one hand and a national of the other Government on the other hand covering such patent rights, information, inventions, designs, or processes; provided that if such license agreement or other contractual obligation be nonexclusive, such patent rights, information, inventions, designs, or processes may be requested by either Government under this Agreement in respect of their use or infringement by nationals of the requesting Government other than the national holding such license agreement or other contractual obligation and the indemnities aforesaid shall, if otherwise applicable in accordance with their terms, apply to the same extent.

## ARTICLE XVII

This Agreement shall be deemed to have been in effect and operation as from January 1, 1942, and shall expire on April 8, 1946, but without prejudice to any liability which may then already have been incurred, or which may thereafter arise, pursuant to any obligations undertaken by either Government by virtue of Articles VI, VII, VIII, IX, X, XII, XIII, XIV, and XVI of this Agreement. For these purposes the definitions of the term "nationals" set forth in Article I of this Agreement shall continue in effect after April 8, 1946.

DONE, in duplicate, at Washington this twenty-seventh day of March 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 the United Kingdom of Great Britain and Northern Ireland:

HALIFAX  
*His Majesty's Ambassador Extraordinary  
and Plenipotentiary at Washington*

## CLAIMS: MARINE TRANSPORTATION AND LITIGATION

*Exchange of notes at Washington March 25 and May 7, 1946, modifying  
agreement of December 4, 1942  
Entered into force May 7, 1946*

60 Stat. 1915; Treaties and Other  
International Acts Series 1558

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.  
25th March, 1946

No. 174

SIR,

I have the honour to refer to your Note of October 10, 1945 (411.41 Ships/9-2045) in which notice was given that, in view of the termination of lend-lease by the Government of the United States, payments made by the United States Government on behalf of His Majesty's Government in the United Kingdom in the course of operations under the Knock-for-Knock Agreement of December 4, 1942,<sup>1</sup> would be made under lend-lease only in cases where the claim arose prior to the expiration of 60 days following 12.01 a. m., September 2, 1945 (V-J Day).

2. You suggested in your Note that discussions should be held between the representatives of the Government of the United States and of His Majesty's Government concerning the continuation of the waiver features of the Knock-for-Knock Agreement of December 4, 1942, and the handling of mutual legal aid and payments under Article IV of that Agreement beyond the 60 day period mentioned above on some basis other than an accounting under the lend-lease Act.

3. I understand that the duly appointed representatives of our two Governments have now completed the discussion suggested in your Note under reference and I have the honour to state the agreement which the United Kingdom representatives report was reached as a result of those discussions:

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<sup>1</sup> EAS 282, *ante*, p. 631.

(i) It has been agreed that lend-lease and reciprocal aid funds will be available to discharge liabilities which arise from casualties occurring before midnight, October 31, 1945, and which are within the agreed scope of legal aid under Article IV of the Agreement and supplemental understandings. The Agreement, in both its waiver and legal aid aspects, will continue to operate thereafter and until notice is given to terminate it, but for liabilities arising from casualties occurring on or after November 1, 1945, which are within the scope of legal aid as determined from time to time, there will be substituted for payments under Mutual Aid the system of accounting on a cash basis which is provided for by the last sentence of Article IV.

(ii) It is understood that for casualties occurring on or after November 1, 1945, the United States Navy will not require legal aid under Article IV of the Agreement or supplemental understandings.

(iii) It has been further agreed that the continued operation of the Knock-for-Knock Agreement will be without prejudice to the possible adoption by the shipping authorities of our respective Governments of new policies in relation to the disposition of vessels, changes in status, and changes in insurance arrangements.

4. I have the honour to suggest that, if the above statement of the agreement reached is concurred in by the Government of the United States, this note and your acknowledgment of it shall be considered as constituting, on the date of your acknowledgment, an Agreement between the two Governments for the continued operation of the Knock-for-Knock Agreement of December 4, 1942, modified as is required as a result of the termination of mutual wartime arrangements.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble Servant

HALIFAX

The Honourable

JAMES F. BYRNES,

*Secretary of State of the United States,  
Washington, D.C.*

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*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

May 7, 1946

EXCELLENCY:

I have the honor to acknowledge the receipt of your note no 174 of March 25, 1946, setting forth the agreement reached by representatives of

our two Governments in informal discussions concerning modifications of the Knock-for-Knock Agreement of December 4, 1942 made necessary by the termination of mutual aid arrangements.

The agreement set forth in the note accords with my understanding of the matter and may be regarded as in effect from the date of this acknowledgment.

Accept, Excellency, the renewed assurances of my highest consideration

DEAN ACHESON

*Acting Secretary of State*

His Excellency

The Right Honorable

THE EARL OF HALIFAX, K.G.,

*British Ambassador.*

## AIR SERVICE: RADIO RANGE AND SCS 51 EQUIPMENT

*Exchange of notes at London May 8 and July 31, 1946*  
*Entered into force July 31, 1946*

61 Stat. 4008; Treaties and Other  
International Acts Series 1766

*The American Ambassador to the Minister of Civil Aviation*

1, GROSVENOR SQUARE,  
LONDON, W. 1.,  
May 8, 1946

DEAR LORD WINSTER:

Pursuant to recent discussions, it is my understanding that representatives of the Ministry of Civil Aviation and representatives of the United States have reached agreement with regard to the transfer to the United Kingdom Government of certain air navigational and operational facilities and continued operation and maintenance of these facilities by the United Kingdom Government. The United States trans-Atlantic airlines will be materially assisted by the continued operation of these facilities. The air navigational and operational aids involved are among those which were installed or provided for use in the United Kingdom by the United States Armed Forces during the war, and have become or are about to become surplus to the needs of the United States Armed Forces. The understanding which has been reached and which I desire to confirm by this letter is as follows:

1. The transfer would apply to the following installations:

(a) The radio ranges and all facilities now owned by the United States which are necessary to their operation located at Prestwick, Valley, St. Mawgan, Northolt, and Stornaway, and a range and necessary facilities to be moved by the United States to Heathrow. It is the intention of the United States, prior to transfer, to convert the radio range operated at Stornaway to a beacon, and to move the radio range now located at Bovington, or such other range as the United States may determine, to Heathrow.

(b) Four complete SCS 51 installations now owned by the United States and located at Prestwick, Valley, St. Mawgan, and one additional such

installation which it is the intention of the United States to move to Heathrow.

2. The United States will declare the above described installations surplus to the needs of the United States Armed Forces and will transfer them to the possession of the United Kingdom Government on or before May 31, 1946, or as soon thereafter as they may be placed by the United States in operable condition. Transfer of the installations will take place under the terms of the "Agreement Relating to United States Army and Navy Surplus Installations in the United Kingdom", accepted by the governments of the United States and of the United Kingdom in Washington on March 26, [27] 1946,<sup>1</sup> and pursuant to the procedures agreed to by the respective governments for the execution of that Agreement.

3. The United States will supply, at time of transfer of possession of installations or at such other times as may be convenient, maintenance parts and expendable supplies scheduled on United States Army provisioning scales sufficient for operation of the above described installations for a period of one year from May 31, 1946, together with standard operation and maintenance manuals or instructions for such installations. Such maintenance parts, supplies and manuals will be transferred under the terms of the agreement relating to United States Army and Navy surplus property referred to in paragraph 2 above, and in accordance with procedures established thereunder.

The United States will, prior to May 31, 1946, within limits of personnel available to the United States Armed Forces, render such assistance, instructions and advice as the Ministry of Civil Aviation may require for familiarization of its personnel in the operation and maintenance of the installations.

4. The United Kingdom Government, through the Ministry of Civil Aviation, will make every effort to take over operation and maintenance of the above described ranges at Northolt and Prestwick as of May 31, 1946, and of the other above described installations as soon as is possible, provided that the United Kingdom Government shall not be under any obligation to operate and maintain any of the said installations unless the United States Government shall have placed them in a serviceable condition, and provided further that the United Kingdom Government shall not be under any obligation to operate simultaneously the range at Northolt and the range to be moved to Heathrow.

5. The United Kingdom Government will continue operation of the above described installations, at present standards of operation and without interruption and, in the case of the radio ranges, at no less than 150 watts power until such time as the aeronautical authorities of the United Kingdom Government after consultation with the United States and other governments concerned determine that the installations may be modified or discontinued.

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<sup>1</sup> TIAS 1509, *ante*, p. 745.

The United Kingdom Government will make periodic flight checks of operation of the installations in accordance with standard practice.

The United Kingdom Government, in consultation with the United States and other countries involved, will give consideration to the operation of a range at Heathrow in lieu of a range at Northolt if experience shows this to be desirable. It is understood that only one range in the London area will be operated.

6. This understanding is entered into without prejudice to transfer, operation, maintenance or installation of any additional aids to civilian aviation which the United States may deem to be desirable in the United Kingdom.

If you will indicate your acceptance of this understanding, I think that we may consider it to be effective as of the date of your acceptance.

Sincerely,

W. A. HARRIMAN

The Rt. Honorable LORD WINSTER, J.P.,  
*Minister of Civil Aviation,*  
*Ariel House, The Strand.*

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*The Minister of Civil Aviation to the American Ambassador*

MINISTRY OF CIVIL AVIATION,  
 ARIEL HOUSE,  
 STRAND,  
 LONDON, W.C.2.  
 31st July, 1946

MY DEAR AMBASSADOR,

I am sorry that my reply has been so long delayed to your letter of 8th May, in regard to the transfer to the United Kingdom Government of certain air navigational and operational facilities which were installed in the United Kingdom by the United States Armed Forces during the war. The subject of the provision or maintenance of such types of navigational aids has recently been under discussion in P.I.C.A.O., particularly at the Regional Conferences which have been held at Dublin and Paris, and I have been anxious that our arrangements should conform to the general agreements that have been reached.

2. For convenience of reference I am attaching copies of the relevant recommendations from the P.I.C.A.O. documents.

3. In general, the position is that the United Kingdom, in common with other countries, have undertaken to retain or install the "P.I.C.A.O. Standard Instrument Landing System" at international airports; and so far as existing radio ranges are concerned, to retain on low power the ranges used for approach purposes at such airports until the latter are equipped with the

P.I.C.A.O. Instrument Landing System and the aircraft concerned are equipped to use it. Accordingly I suggest that the first paragraph in Section 5 of your letter should be re-worded on the following lines:

"The U.K. Government will continue operation of the above described installations in accordance with the requirements of international civil aviation until such time as the aerodromes concerned can be equipped with alternative P.I.C.A.O. Instrument Landing Systems as agreed at the P.I.C.A.O. North Atlantic and European and Mediterranean Regional Conferences in Dublin and Paris. The U.K. Government will make periodic flight checks of operation of the installations in accordance with standard practice."

4. As regards the second paragraph in Section 5, the question of the operation of a range at the London Airport is now under examination in connection with the determination of the system of air traffic control to be operated in the region. If a range at that Airport is found to be desirable, it will be operated in lieu of the range at Northolt. In that event the range at Northolt could be moved and I would suggest that, pending a decision on this matter, the range at Bovingdon should be left in situ. I am asking my technical officers to keep in touch with your Civil Air Attache on this matter.

5. The references in para. 1 (a) and (b) of your letter to the transfer of equipment "to Heathrow" should, of course, be qualified accordingly.

6. Subject to the above, I am very glad to confirm the understanding as set out in your letter.

Yours sincerely,

WINSTER

The Honourable W. A. HARRIMAN,  
*Embassy of the United States of America,*  
*Grosvenor Square,*  
*London, S.W.1.*

DOC.D.363  
 ATC/D. 60  
 24/3/46.

Extract of North Atlantic Route Service Conference, Dublin, 1946.

5.2.8. Requirements at Aerodromes designated as terminals or alternates for the North Atlantic:

The Committee has recommended the following:

- 5.2.8.1. That Approach and Aerodrome Controls be maintained or provided at such aerodromes.
- 5.2.8.2. That an instrument landing system as suggested by the COM Committee be a requirement at such aerodromes. This system consists of a runway localizer and glide path transmitter, together

with either 2 or 3 fan markers, or one fan marker and either one or two M/F non-directional radio beacons. The ATC Committee consider, however, that the provision and location of the fan markers or non-directional beacons for air traffic control purposes should be the subject of continuing study with the object of obtaining a standard system.

- 5.2.8.3. That existing M/F radio ranges now available or which may be made available for Approach Control at these Aerodromes should be retained in use until some such system as that described in the preceding paragraph is available, subject to reduction in power and adjustment of frequency where necessary in the European region.

DOC.9.232  
GEN. P. 35  
(corrected)  
24/5/46.

Extract from Report of the P.I.C.A.O. European-Mediterranean Air Navigation Meeting held in Paris between 24th April and 15th May.

3. Radio aids to approach and landing and standardization of methods of approach and landing.

The Conference endorses the recommendations made at the Dublin Conference concerning the adoption as the future international standard of a system equivalent to SCS 51, comprising VHF runway localizer, UHF Glide Path and boundary marker and other marker beacons, with the addition as an optional installation, of one or more low powered L.F./M.F. marker beacons.

In addition the Conference recommends that:

(a) The PICA0 standards I.L.S. should be installed as rapidly as possible at all international airports and that the military version of the standard I.L.S. should be retained where it already exists.

(b) S.B.A. (Lorenz) equipment should be installed or retained at airports used by aircraft not fitted with the airborne equipment of the PICA0 Standard system.

(c) Ground D/F or radio range equipment used for approach and landing purposes, should be installed or retained at airports used by aircraft not fitted with airborne equipment of either S.B.A. or the PICA0 standard system.

(d) V.H.F.D.F. equipment should be installed as soon as possible on the approach lines of international airports.

# ECONOMIC FUSION OF AMERICAN AND BRITISH ZONES OF OCCUPATION IN GERMANY

*Memorandum of agreement signed at New York December 2, 1946*

*Entered into force January 1, 1947*

*Amended by agreements of December 17, 1947,<sup>1</sup> and June 30, 1949<sup>2</sup>*

*Extended by agreements of December 31, 1948;<sup>3</sup> March 31, 1949;<sup>4</sup>  
and June 30, 1949<sup>2</sup>*

*Implemented by agreement of June 28, 1950<sup>5</sup>*

*Expired September 30, 1949<sup>6</sup>*

61 Stat. 2475; Treaties and Other  
International Acts Series 1575

## MEMORANDUM OF AGREEMENT

Representatives of the two Governments have met at Washington to discuss the questions arising out of the economic fusion of their zones of occupation in Germany. They have taken as the basis of their discussion the fact that the aim of the two Governments is to achieve the economic unity of Germany as a whole, in accordance with the agreement reached at Potsdam on 2nd August, 1945.<sup>7</sup> The arrangements set out hereunder, for the United States and United Kingdom Zones, should be regarded as the first step towards the achievement of the economic unity of Germany as a whole in accordance with that agreement. The two Governments are ready at any time to enter into discussions with either of the other occupying powers with a view to the extension of these arrangements to their zones of occupation.

On this basis, agreement has been reached on the following paragraphs:—

1. *Date of inception.* This agreement for the economic fusion of the two zones shall take effect on 1st January, 1947.

<sup>1</sup> TIAS 1689, *post*, p. 833.

<sup>2</sup> TIAS 1962, *post*, p. 937.

<sup>3</sup> TIAS 1883, *post*, p. 925.

<sup>4</sup> TIAS 1959, *post*, p. 934.

<sup>5</sup> 1 UST 540; TIAS 2098.

<sup>6</sup> Except for provisions of paragraph 6(e), which were continued in force by exchange of notes of June 28, 1950 (1 UST 540; TIAS 2098).

<sup>7</sup> *Ante*, vol. 3, p. 1229.

2. *Pooling of resources.* The two zones shall be treated as a single area for all economic purposes. The indigenous resources of the area and all imports into the area, including food, shall be pooled in order to produce a common standard of living.

3. *German administrative agencies.* The United States and United Kingdom Commanders-in-Chief are responsible for setting up under their joint control the German administrative agencies necessary to the economic unification of the two zones.

4. *Agency for foreign trade.* Responsibility for foreign trade will rest initially with the Joint Export-Import Agency (United States–United Kingdom) or such other agency as may be established by the two Commanders-in-Chief. This responsibility shall be transferred to the German administrative agency for foreign trade under joint supervision to the maximum extent permitted by the restrictions existing in foreign countries at any given period. (All references in this agreement to the Joint Export-Import Agency shall apply to this agency or to any agency established by the two Commanders-in-Chief to succeed it.)<sup>8</sup>

5. *Basis of economic planning.* The aim of the two Governments is the achievement by the end of 1949 of a self-sustaining economy for the area.<sup>8</sup>

6. *Sharing of financial responsibility.* Subject to the provision of the necessary appropriations, the Governments of the United States and the United Kingdom will become responsible on an equal basis for costs of approved imports brought into account after 31st December, 1946 (including stocks on hand financed by the respective Governments), insofar as those cannot be paid for from other sources, in accordance with the following provisions:

(a) For this purpose the imports of the area shall be divided into two categories: those imports required to prevent disease and unrest (Category A), which are financed in decreasing amounts by appropriated funds; and those further imports (including raw materials), however financed, which will be required if the economic state of the area is to recover to an extent sufficient to achieve the aim laid down in paragraph 5 of this Agreement (Category B).

(b) It is the intention of the two Governments that the full cost of Category A imports shall be defrayed as soon as possible, subject to subparagraph (c) below, from the proceeds of exports. Any portion of the cost of Category A imports which is not met by export proceeds will be defrayed by the two Governments in equal shares from appropriated funds.

(c) The proceeds of exports from the area shall be collected by the Joint Export-Import Agency and shall be used primarily for the provision of Category B imports until there is a surplus of export proceeds over the cost of these imports.

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<sup>8</sup> For amendments of paras. 4 and 5, see agreement of Dec. 17, 1947 (TIAS 1689), *post*, pp. 838 and 839.

(d) In order to provide funds to procure Category B imports:

- (i) The Government of the United Kingdom will make available to the Joint Export-Import Agency the sum of \$29,300,000 in settlement of the understanding reached in September, 1945, for the pooling of the proceeds of exports from the two zones in proportion to import expenditures, which shall be credited to the United States contribution.
- (ii) In addition to this sum the accumulated proceeds of exports from the United States Zone (estimated at \$14,500,000), will be made available to the Joint Export-Import Agency for the purchase of Category B imports.
- (iii) The Government of the United Kingdom will provide Category B goods at the request of the Joint Export-Import Agency to a value equal to that of the United States contribution under sub-paragraphs (i) and (ii) above.
- (iv) The Governments of the United States and the United Kingdom will make available to the Joint Export-Import Agency in like amounts their respective shares of the sum to be used for financing purchases of essential commodities for the German economy under the provisions, and upon ratification by the Government of Sweden, of the accord dated 18th July, 1946,<sup>9</sup> between the Governments of the United States, the United Kingdom and France on the one hand and of Sweden on the other.
- (v) Any further sums which are agreed by the Joint Export-Import Agency to be required for the purchase of Category B imports shall be provided by the two Governments on an equal basis in such manner as they may agree. To the extent that either Government advances sums for the purchase of raw materials for processing and re-export on special terms as regards security and repayment, the other Government may advance equal sums on similar terms.

(e) The costs incurred by the two Governments for their two zones before 1st January, 1947, and for the area thereafter, shall be recovered from future German exports in the shortest practicable time consistent with the rebuilding of the German economy on healthy non-aggressive lines.

7. *Relaxation of barriers to trade.* With a view to facilitating the expansion of German exports, barriers in the way of trade with Germany should be removed as rapidly as world conditions permit. To the same end the establishment of an exchange value for the mark should be undertaken as soon as this is practicable; financial reform should be effected in Germany at an early date; and the exchange of full technical and business communications between Germany and other countries should be facilitated as soon as possible.

<sup>9</sup> TIAS 1657, *ante*, vol. 4, p. 88.

Potential buyers of German goods should be provided access to both zones to the full extent that facilities permit, and normal business channels should be restored as soon as possible.

8. *Procurement.* The determination of import requirements shall be the responsibility of the Joint Export-Import Agency. The procurement of these requirements shall be dealt with as follows:

- (i) Procurement of Category A imports to the extent that they are financed from appropriated funds of either Government shall be the responsibility of that Government.
- (ii) Procurement of Category B imports and of Category A imports to the extent that they are not financed by appropriated funds shall be the responsibility of the Joint Export-Import Agency, with such assistance from the two Governments as may be desired.

Unless otherwise agreed, subject to the provisions of this paragraph, procurement shall be from the most economical source of supply. However, the sources shall be selected to the fullest extent practicable so as to minimise the drain on the dollar resources of the United Kingdom.

The two Governments will establish a joint committee in Washington with the following responsibilities:—

(a) In the case of commodities in short supply, to support the requirements of the Joint Export-Import Agency before the appropriate authorities.

(b) To determine, where necessary, sources of supply and to designate procurement agencies having regard to the financial responsibilities and exchange resources of the two Governments.

With respect to sub-paragraph (a) above, the two Governments agree to assist the committee in obtaining the requirements of the Joint Export-Import Agency having regard to all other legitimate claims on available world supply.

With respect to sub-paragraph (b) above, where the financial responsibility rests with one Government, and the designated source of supply is the territory under the authority of the other Government, the latter, if so requested, will accept responsibility for procuring those supplies as agent for the former.<sup>10</sup>

9. *Currency and banking arrangements.* The Bipartite Finance Committee (United States–United Kingdom) will be authorized to open accounts with approved banks of the countries in which the Joint Export-Import Agency is operating, provided that agreements are negotiated with those countries for credit balances to be transferred on demand into dollars or sterling. The Bipartite Finance Committee will be authorized to accept payment of balances in either dollars or sterling, whichever, in the judgment of the Joint Export-Import Agency, may be better utilized in financing essential imports.

<sup>10</sup> For an amendment of para. 8, see agreement of Dec. 17, 1947 (TIAS 1689), *post*, p. 839.

10. *Food.* The two Governments will support, to the full extent that appropriated and other funds will permit, an increase in the present ration standard to 1800 calories for the normal consumer as soon as the world food supply permits. This standard is accepted as the minimum which will support a reasonable economic recovery in Germany. However, in view of the current world food supply, a ration standard of 1550 calories for the normal consumer must be accepted at present.

11. *Imports for displaced persons.* Subject to any international arrangements which may subsequently be made for the maintenance of displaced persons, the maintenance of displaced persons within both zones from the German economy shall not exceed the maintenance of German citizens from this economy. Supplementary rations and other benefits which may be provided for displaced persons in excess of those available to German citizens must be brought in to Germany without cost to the German economy.

12. *Duration.* It is the intention of the two Governments that this agreement shall govern their mutual arrangements for the economic administration of the area pending agreement for the treatment of Germany as an economic unit or until amended by mutual agreement. It shall be reviewed at yearly intervals.

JAMES F. BYRNES

ERNEST BEVIN

2nd December, 1946.

# CLAIMS RESULTING FROM ACTS OF MEMBERS OR CIVILIAN EMPLOYEES OF ARMED FORCES

*Exchange of notes at Washington October 23, 1946, and January 23,  
1947, with annex*

*Entered into force January 23, 1947; operative from June 6, 1944*<sup>1</sup>

61 Stat. 2876; Treaties and Other  
International Acts Series 1622

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
*October 23, 1946*

No. 581  
REF: 403/24/46

SIR,

I have the honour to inform Your Excellency that discussions which have taken place between representatives of the United Kingdom and the United States of America, concerning the mutual forbearance by the Governments of the United Kingdom of Great Britain and Northern Ireland and of the United States of America from asserting claims arising from matters in which members and civilian employees of the respective armed forces are concerned, have led to agreement in the terms set out in the annex hereto.

2. His Majesty's Government in the United Kingdom have considered and approved the provisions of the annex.

3. I shall be grateful if Your Excellency will inform me whether the United States Government likewise approve the said provisions and whether they agree that the present note and Your Excellency's reply shall be regarded as constituting an Agreement between our two Governments in this matter.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble Servant.

INVERCHAPEL

The Honourable

JAMES F. BYRNES,

*Secretary of State*

*of the United States,*

*Washington, D.C.*

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<sup>1</sup> Except as to claims by third parties determined prior to Nov. 12, 1945.

## ANNEX

(W6037/15/64)

## ARTICLE I

(1) Each contracting Government agrees to bear its own loss and to forbear from asserting on its own behalf against the other any claim in relation to the loss, destruction or damage to its property, or injury to or death of any members or civilian employees of its Armed Forces resulting from any acts, omissions or other activities during the operation of this Agreement of any members or civilian employees of the Armed Forces of the other contracting Government.

(2) The provisions of paragraph (1) of this Article shall not apply to the following claims—

- (i) Claims in relation to loss, destruction or damage to property or to injury or death resulting from combat activity.
- (ii) Claims based on the taking for military purposes of the property of either contracting Government by members or civilian employees of the Armed Forces of the other contracting Government.
- (iii) Claims made by or on behalf of individuals or by or on behalf of private associations, partnerships, corporations or other nongovernmental bodies.

## ARTICLE II

(1) (i) Subject to the provisions of paragraph (3) of this Article, claims of third parties (other than enemy nationals) arising out of incidents involving vehicles of both contracting Governments shall be submitted for investigation and determination as to liability to the United States Claims Service if the incident occurs in a United States controlled area or to the British Claims Service if the incident occurs in a British controlled area, but no liability shall be assumed and no settlement of a claim effected by either Government with respect to any such claim unless the authorities appointed by the other contracting Government for the purpose of reviewing such claims decide in the particular case that such liability exists.

(ii) For the purpose of this Agreement the expression "claims of third parties" shall mean claims based on the acts or omissions of the drivers or riders of vehicles which are the property of either Government brought against either contracting Government by any person other than the drivers or riders.

(2) If it is found that the incident resulted from negligence or fault attributable to both contracting Governments, the cost of settlement will be borne equally between them, irrespective of the relative degree of negligence or fault attributable to each Government. Neither contracting Government shall be liable to contribute to the cost of settlement where no negligence or

fault is attributable to either Government or where the incident results from combat activity.

(3) If any such claim by a third party falls within the matters which are the subject of reciprocal aid under the Reciprocal Aid Agreements of 1944 in force between the United States and France,<sup>2</sup> the Netherlands<sup>3</sup> and Belgium,<sup>4</sup> or of mutual aid under the Mutual Aid Agreements of 1944 in force between the United Kingdom and France,<sup>5</sup> the Netherlands<sup>6</sup> and Belgium,<sup>7</sup> such claims shall be investigated in the country in which the incident occurred by the authorities provided under the respective Reciprocal or Mutual Aid Agreement. If such authorities decide that both the Government of the United States and the Government of the United Kingdom are liable, the cost of settlement of the claim as between the Government of the United States and the Government of the United Kingdom, shall be charged as reciprocal aid to the United States and as mutual aid to the United Kingdom in equal proportions irrespective of the degree of fault attributable to either Government. The provisions of this paragraph shall not, however, be read as affecting any existing right of the Government of the United States or of the Government of the United Kingdom as against the Government of the country in which a claim is investigated under this paragraph to consider and decide whether such charge should be treated as reciprocal or mutual aid under the respective Reciprocal or Mutual Aid Agreement.

### ARTICLE III

This Agreement shall apply to claims in relation to acts, omissions or other activities occurring in any part of the world.

### ARTICLE IV

(1) This Agreement shall be deemed to have come into force on the 6th June, 1944, except as to such claims by third parties as may have been determined prior to the 12th November, 1945.

(2) This Agreement shall supersede, as from the 6th June, 1944, the arrangement for mutual forbearance from a certain class of claims embodied in paragraph 11 of the annex to the Notes exchanged in London on the 29th February, 1944,<sup>8</sup> by His Majesty's Principal Secretary of State for Foreign Affairs and the United States Ambassador, but the arrangement made by exchange of notes on 29th February, 1944, remains in full force as to claims arising out of incidents which occurred before the 6th June, 1944.

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<sup>2</sup> EAS 273, *ante*, vol. 7, p. 1060, FRANCE.

<sup>3</sup> EAS 326, *ante*, vol. 10, p. 154, NETHERLANDS.

<sup>4</sup> EAS 313, *ante*, vol. 5, p. 582, BELGIUM.

<sup>5</sup> Not printed.

<sup>6</sup> *British and Foreign State Papers*, vol. 145, p. 437.

<sup>7</sup> British Treaty Series No. 1 (1945); 90 UNTS 295.

<sup>8</sup> TIAS 1602, *ante*, p. 660.

## ARTICLE V

This Agreement shall remain in force during the period of the present joint participation by the Governments of the United States and of the United Kingdom in any military operation or military occupation but if before the period of joint participation expires either contracting Government gives to the other a written notice of its intention to terminate this Agreement, the Agreement shall cease to have effect three months after the date of such notice.

## ARTICLE VI

This Agreement shall not be deemed to modify or affect the provisions of the Agreement between His Majesty's Government in the United Kingdom and the United States Government for the Provision of Mutual Aid concerning Certain Problems of Marine Transportation and Litigation signed at London on the 4th December, 1942.<sup>9</sup>

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*The Secretary of State to the British Ambassador*

JAN 23 1947

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 581 of October 23, 1946 to which was annexed the text of a proposed agreement concerning the mutual forbearance by the Governments of the United States of America and of the United Kingdom of Great Britain and Northern Ireland from asserting claims arising out of matters in which members or civilian employees of the respective armed forces of the two countries are concerned.

The terms of the proposed agreement are acceptable to this Government, and your Excellency's note and this reply thereto shall be regarded as constituting an Agreement between our two Governments in this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

For the Secretary of State

His Excellency

The Right Honorable

THE LORD INVERCHAPEL, P.C., G.C.M.G.,  
*British Ambassador.*

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<sup>9</sup> EAS 282, *ante*, p. 631.

AIR TRANSPORT SERVICES: ROUTES TO AND  
FROM FIJI ISLAND

*Exchange of notes at Washington December 20, 1946, and January 27,  
1947, amending agreement of February 11, 1946*

*Entered into force January 27, 1947*

*Replaced by revised section III of annex to agreement of May 27, 1966*<sup>1</sup>

61 Stat. 3089; Treaties and Other  
International Acts Series 1640

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.,  
20th December, 1946

Ref: No. 1539/43/46  
No. 692.

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to inform you that, in accordance with Article 8 of the Agreement between the Government of the United Kingdom and the Government of the United States of America relating to air services between their respective territories, signed at Bermuda on 11th February, 1946,<sup>2</sup> His Majesty's Government in the United Kingdom propose that the following additional routes be added to those scheduled in Section 3 of the Annex to the above mentioned Agreement.

(a) Annex      Section III (a): add

Point of Departure	Intermediate Points	Destination in U.S. territory	Points Beyond
8 Fiji Island (to and from designated terminals in Australia & New Zealand)	Canton Island Honolulu	San Francisco	Vancouver

<sup>1</sup> 17 UST 683; TIAS 6019

<sup>2</sup> TIAS 1507, *ante*, p. 726

(b) Annex      Section III (b): add

Point of Departure	Intermediate Points	Destination in U.K. territory	Points Beyond
14 San Francisco Los Angeles	Honolulu Canton Island	Fiji	Noumea (optional) (a) A point or points in Aus- tralia. (b) A point in New Zealand.

2. In accordance with Article 2 of the Agreement, His Majesty's Government in the United Kingdom propose to designate British Commonwealth Pacific Airways a joint operating organization, in which His Majesty's Governments in the United Kingdom, Australia, and New Zealand are partners, in accordance with Article 77 of the Convention on International Civil Aviation signed at Chicago on 7 December, 1944,<sup>3</sup> to operate Route 8 above.

3. If the additions to Section III of the Annex as set forth above are agreeable to the Government of the United States, I am to suggest, on the understanding that British Commonwealth Pacific Airways will be the airline designated by His Majesty's Government in the United Kingdom for the operation of services on Route 8 above, that this note and your reply thereto should constitute the exchange of notes, for which Article 8 of the Agreement signed at Bermuda provides.

I have the honour to be, with the highest respect, Sir,  
Your most obedient, humble Servant,

INVERCHAPEL

The Honourable  
JAMES F. BYRNES,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
Jan. 27, 1947

EXCELLENCY:

I have the honor to refer to Your Excellency's note dated December 20, 1946, reading as follows:

[For text of British note, see above.]

I am pleased to inform you that the terms of Your Excellency's note as stated above are acceptable to my Government, which regards Section 3 of the

<sup>3</sup> TIAS 1951, *ante*, vol. 3, p. 944.

Annex to the aforementioned bilateral agreement relating to air services signed at Bermuda on February 11, 1946 as amended accordingly.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

WILLIAM L. CLAYTON

His Excellency

The Right Honorable

THE LORD INVERCHAPEL, P.C., G.C.M.G.,

*British Ambassador.*

## INTERGOVERNMENTAL CLAIMS

*Exchange of notes at Washington February 19 and 28, 1947, relating to  
interpretation of agreement of March 27, 1946  
Entered into force February 28, 1947*

61 Stat. 3012; Treaties and Other  
International Acts Series 1635

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
Feb. 19, 1947

EXCELLENCY:

I have the honor to refer to the "Agreement on Settlement of Intergovernmental Claims", which was one of the specific Agreements between the British Government and the United States Government signed on March 27, 1946,<sup>1</sup> pursuant to the Joint Statement of December 6, 1945, Regarding Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property, and Claims.<sup>2</sup> Paragraph 6 of the Agreement provides "that all financial claims whatsoever of one Government against the other which (a) arose out of lend-lease or reciprocal aid, or (b) 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 the Agreements concluded this day, are hereby waived, and neither Government will hereafter raise or pursue any such claims against the other."

A question has been raised as to whether the expression "all financial claims whatsoever of one Government against the other which (a) arose out of lend-lease or reciprocal aid, or (b) 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" is properly interpreted as applying to claims submitted in accordance with the practice whereby one government espouses a claim of one of its nationals and presents it through diplomatic channels to another government. After consideration of the general purposes of the waiver of claims provision and of the discussions leading to the adoption of that pro-

<sup>1</sup> TIAS 1509, *ante*, p. 753.

<sup>2</sup> TIAS 1509, *ante*, p. 700.

vision, the Department has concluded that the proper interpretation of the Agreement is that such espoused claims are not properly included among the financial claims covered by the Agreement.

I would appreciate being advised whether your Government concurs in this interpretation.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

DEAN ACHESON

His Excellency

The Right Honorable

THE LORD INVERCHAPEL, P.C., G.C.M.G.,

*British Ambassador.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

WASHINGTON

*February 28th, 1947*

No. 95  
Ref. 4171/6/47

SIR:

I have the honour to refer to Mr. Acheson's note of February 19th in which he gave an interpretation of paragraph 6 of the "Agreement on Settlement of Intergovernmental Claims" which was signed by representatives of His Majesty's Government and the United States Government on March 27th, 1946.

I am pleased to inform you that His Majesty's Government concur in the interpretation presented in Mr. Acheson's note.

I have the honour to be with the highest consideration, Sir,

Your most obedient humble Servant

INVERCHAPEL

The Honourable

GEORGE C. MARSHALL,

*Secretary of State,*

*Department of State,*

*Washington, D.C.*

## AIR TRANSPORT SERVICES: GANDER AIRPORT, NEWFOUNDLAND

*Exchange of notes at London May 21 and 23, 1947, amending agreement of February 11, 1946*

*Entered into force May 23, 1947*

*Terminated March 28, 1949, by agreement with Canada effected by exchange of notes at Ottawa March 25 and 28, 1949*<sup>1</sup>

61 Stat. 3092; Treaties and Other  
International Acts Series 1641

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S.W.1.

21st May, 1947

No. W 342/342/S02.

YOUR EXCELLENCY,

I have the honour to state that His Majesty's Government in the United Kingdom, after consultation with the Government of Newfoundland and in accordance with the understandings arrived at in the course of the discussions leading up to the signing of the Bermuda Agreement on the 11th February, 1946,<sup>2</sup> have pleasure in informing the Government of the United States of America that an airline or airlines designated by the United States of America in accordance with Article 2(i)[1] of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed on the 11th February, 1946, may enjoy at Gander Airport, Newfoundland, on routes 1 to 5 of Section III(b) of the Annex to that Agreement the rights set out in Section 1 of that Annex on the following understandings:—

(a) that the grant of the rights mentioned above is subject to the observance of, and is to be governed by, the provisions of the Final Act of the Bermuda Civil Aviation Conference signed on the 11th February, 1946 and of the Agreement of the 11th February, 1946, referred to above; and

(b) that similar rights will be granted, at a point or points to be agreed in the territory of the United States of America, to any airline designated

<sup>1</sup> *Ante*, vol. 6, p. 484, CANADA.

<sup>2</sup> TIAS 1507, *ante*, p. 726.

by His Majesty's Government in the United Kingdom on behalf of the Government of Newfoundland for the operation of air services on routes operating to or through the United States of America.

2. I am to add that, if and when as a result of any constitutional change affecting the status of Newfoundland, His Majesty's Government in the United Kingdom ceases to act on behalf of Newfoundland in such matters as are referred to in this note, His Majesty's Government in the United Kingdom agrees for its part that the provisions of this note should no longer apply and that a new agreement in such terms as may be appropriate should be entered into between the United States of America and Newfoundland or such other State as may be empowered to act in that connexion on behalf of Newfoundland.

3. I have the honour to propose that if the provisions of the present note are acceptable to the Government of the United States of America, the present note and Your Excellency's reply should be regarded as constituting an agreement supplemental to the Agreement of the 11th February, 1946, and should be registered as such with the International Civil Aviation Organisation.

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

(For the Secretary of State)  
GEOFFREY KIRK.

His Excellency  
Mr. LEWIS W. DOUGLAS,  
*etc., etc., etc.,*  
*1, Grosvenor Square,*  
*W.1.*

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*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 30S

*May 23, 1947*

YOUR EXCELLENCY:

I have the honor to acknowledge Your Excellency's Note No. 342/342/802 of May 21st, 1947, relating to the Amendment supplemental to the Agreement of February 11th, 1946, governing civil air services between the United States and the United Kingdom.

I am instructed to inform you that this note is satisfactory to my Government and that this letter constitutes acceptance of the proposed Amendment.

Accept, Sir, the renewed assurances of my highest consideration.

LEWIS DOUGLAS

The Rt. Hon. ERNEST BEVIN, M.P.,  
*Secretary of State for Foreign Affairs,*  
*Foreign Office,*  
*Whitehall, S.W.1.*

## LEND-LEASE SETTLEMENT

*Memorandum of arrangement between the United States, the United Kingdom, and the Netherlands signed at Washington May 28, 1947*

*Entered into force May 28, 1947*

[For text, see TIAS 1750, *ante*, vol. 10, p. 213, NETHERLANDS.]

## MARINE TRANSPORTATION AND LITIGATION

*Exchange of notes at Washington June 17 and 27, 1947, modifying  
agreement of December 4, 1942*

*Entered into force June 27, 1947*

61 Stat. 3014; Treaties and Other  
International Acts Series 1636

### *The British Ambassador to the Secretary of State*

Ref: 4273/6/47  
No. 345

His Majesty's Ambassador presents his compliments to the Secretary of State and has the honour to inform him that, as the result of discussions between the Treasury Solicitor of the United Kingdom and the Attorney General of the United States concerning the further modification of the Agreement signed in London on the 4th December, 1942,<sup>1</sup> regarding mutual aid in matters of marine transportation and litigation, previously modified by the notes exchanged on the 25th March and the 7th May, 1946,<sup>2</sup> His Majesty's Government in the United Kingdom of Great Britain and Northern Ireland are prepared to enter into an agreement with the Government of the United States on the following terms:

For the purpose of the said Agreement, all cargoes belonging to or at the risk of either contracting Government shipped on board vessels belonging to or at the risk of the other contracting Government which are laden on board such vessels sailing at or after midnight 30th June, 1947, shall be considered in all respects as if the cargo were privately owned; and the provisions of the said Agreement shall cease to apply to such cargoes.

2. His Majesty's Ambassador therefore desires to suggest that if the above-mentioned provision meets with the concurrence of the Government of the United States, this memorandum and the Secretary of State's reply to that effect shall be considered as constituting an Agreement between the two Governments in this matter.

BRITISH EMBASSY,  
WASHINGTON, D.C.  
*June 17th, 1947.*

F.B.C.

<sup>1</sup> EAS 282, *ante*, p. 631.

<sup>2</sup> TIAS 1558, *ante*, p. 792.

*The Secretary of State to the British Ambassador*

The Secretary of State presents his compliments to His Excellency the British Ambassador and has the honor to acknowledge the receipt of his note No. 345 of June 17, 1947 proposing a further modification of the Agreement signed in London on December 4, 1942 concerning mutual aid in matters of marine transportation and litigation and subsequently modified by an exchange of notes dated March 25 and May 7, 1946. The further modification proposed is in the following terms:

“For the purpose of the said Agreement, all cargoes belonging to or at the risk of either contracting Government shipped on board vessels belonging to or at the risk of the other contracting Government which are laden on board such vessels sailing at or after midnight 30th June, 1947, shall be considered in all respects as if the cargo were privately owned; and the provisions of the said Agreement shall cease to apply to such cargoes.”

The proposed modification is acceptable to the Government of the United States, and this note and the British Ambassador's note under reference shall be considered as constituting an Agreement between the two Governments on the matter.

DEPARTMENT OF STATE,

*Washington, June 27, 1947.*

411.41 Ships/6-1747

R.T.Y.

## MILITARY EQUIPMENT AND SUPPLIES FOR GREECE

*Exchange of notes at Washington July 25 and October 9, 1947*

*Entered into force October 9, 1947*

*Expired in accordance with its terms*

61 Stat. 3763; Treaties and Other  
International Acts Series 1718

*The Secretary of State to the British Chargé d'Affaires ad interim*

DEPARTMENT OF STATE

WASHINGTON

July 25, 1947

SIR:

Due to the lapse of time between the approval of the Act to Provide for Assistance to Greece and Turkey, effective May 22, 1947,<sup>1</sup> and the actual arrival of American military equipment and supplies in Greece, the Government of the United States wishes to establish an arrangement with the Government of the United Kingdom which would:

(1) provide for the continuation of the furnishing of such supplies and equipment by the United Kingdom as are necessary for the Greek military program until United States supplies arrive in Greece;

(2) provide for the continued procurement by the Government of the United Kingdom of certain supplies required by the Greek Armed Forces which the Government of the United States is not now in a position to provide from its own resources.

Pending further arrangements, the Government of the United States hereby undertakes to the extent provided in this note to pay the Government of the United Kingdom for supplies and equipment issued, and for services incident to the procurement and delivery of such supplies and equipment provided by the Government of the United Kingdom to the Government of Greece for the Greek Armed Forces after May 22, 1947. Such issues shall be deemed to include all arrivals in Greece of such supplies and equipment after May 22,

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<sup>1</sup> 61 Stat. 103.

1947. Such supplies, equipment, and services shall be deemed to exclude items which the Government of the United Kingdom has agreed to provide free of charge, including

(a) certain initial equipment and supplies for the Greek Army provided against demands submitted before May 22, 1947 (estimated to be approximately £2,000,000 in value);

(b) any supplies for the Greek Air Force which were included subject to availabilities in the Order of Battle agreed with the British Air Ministry in 1946 and certain special items added thereto in 1947;

(c) any other items which the Government of the United Kingdom has agreed to provide free of charge in accordance with arrangements previously made by the Government of the United Kingdom with the Greek Government or against payment by the Greek Government from funds made available by the Government of the United Kingdom for that purpose.

Pending the establishment of military and naval supply programs in accordance with the fourth paragraph hereof, it is the understanding of the Government of the United States that the British authorities concerned will issue within reasonable limits necessary supplies and equipment based on their past experience and upon the essential needs of the Greek Government for the maintenance of its military forces. The Government of the United States, however, does not undertake financial responsibility for any issues beyond such reasonable limits. In order to assure that continuing requirements of the Greek Armed Forces are met with respect to certain limited and vital equipment and supplies which the Government of the United States is not now in a position to provide from its own resources, it is specifically requested that the Government of the United Kingdom continue procurement of (1) food requirements of the Greek Armed Forces through August 31, 1947 for 176,000 men, or such other number as may be agreed, on the same scale as now used, and (2) necessary ammunition and maintenance supplies, in quantities agreed between representatives of the two Governments, for equipment of British origin now held by the Greek Armed Forces.

Personnel of the military and naval sections of the American Mission for Aid to Greece will have arrived in Greece shortly after the effective date of the Act. These representatives will cooperate with the British military, naval, and air missions in Greece in the estimation of military supply requirements which might be met from British sources and will ordinarily request the Government of the United Kingdom through appropriate channels to supply such categories of supplies and equipment as the War or Navy Department may deem appropriate. The Government of the United States will be financially responsible for, but only for, all issues made by the Government of the United Kingdom against such requests. Representatives of the Government of the United States will review with representatives of the Government of the United Kingdom questions relating to the establishment of the basis for

prices. This note, of course, in no way affects the status of lend-lease articles which are subject to the United States–United Kingdom Military Holdings Agreement of March 27, 1946,<sup>2</sup> any transfers of which will be made without charge to the Government of the United States. In the event that the Government of the United States requests changes in procurement which require the cancellation by the Government of the United Kingdom of any items previously requested by the Government of the United States for which procurement action has been initiated, the Government of the United States will be responsible for any financial loss to the Government of the United Kingdom in connection therewith.

The Government of the United States will wish to conclude more detailed understandings with respect to the pricing, methods of accounting, and of payment for the equipment and supplies provided by the Government of the United Kingdom to the Greek Government in accordance with the paragraphs above. Pending such detailed arrangements, it is requested that the Government of the United Kingdom keep detailed accounts and records to facilitate the settlement of accounts between the Government of the United States and the Government of the United Kingdom.

Accept, Sir, the renewed assurances of my high consideration.

G. C. MARSHALL

The Honorable

J. BALFOUR, K.C.M.G.,

*Minister Plenipotentiary,*

*British Chargé d'Affaires ad interim.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,

WASHINGTON, D.C.

9th October, 1947

No. 548  
(80/212/47)

SIR:

With reference to your note of the 25th July, addressed to Mr. Balfour, concerning the provision of supplies to Greece, I have the honour to inform you that the arrangements therein set out are acceptable to His Majesty's Government in the United Kingdom, subject to the following considerations which are presented by His Majesty's Government for the sake of clarification only.

With regard to sub-paragraph (a) of the second paragraph of your note, His Majesty's Government confirm that they have undertaken to provide to the Greek Government after the 31st March, 1947, free military equipment

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<sup>2</sup> TIAS 1509, *ante*, p. 757.

and supplies to the approximate value of £2 million. A considerable proportion of the equipment and supplies forming part of this gift was delivered to the Greek Government before the 22nd May, 1947, but it is confirmed that, insofar as deliveries of initial equipment and supplies forming the balance of the gift are made after the 22nd May, 1947, against demands submitted before that date, they will be provided free by His Majesty's Government.

His Majesty's Government confirm further that they have undertaken to provide the equipment and supplies covered in the second paragraph of your note and that the aforementioned equipment and supplies constitute the total amount of assistance which His Majesty's Government have agreed to supply free of charge.

His Majesty's Government assume that the third paragraph of your note will apply to all issues made within reasonable limits against any demands submitted by the Greek authorities before the arrival of the United States Mission, excluding those covered by sub-paragraphs (a), (b) and (c) of the second paragraph of your note, and, therefore, that the United States Government accept liability to pay for items issued within such limits from British sources to the Greek armed forces outside the agreed programmes in respect of Greek demands submitted after the 22nd May but before the arrival of the United States Mission and before the agreed programmes were drawn up.

With reference to the fourth paragraph of your note, His Majesty's Government confirm that your note in no way affects the status of Lend-Lease articles which are subject to the United States-United Kingdom Military Holdings Agreement of the 27th March, 1946, which sets out the procedure to be followed when either the re-transfer or the re-capture of such articles is to be carried out.

It is assumed that any supplies sent by His Majesty's Government to the Greek Government for the use of the Greek civil police will be dealt with in the same way as supplies to the Greek Army and Gendarmerie.

I avail myself of this opportunity to renew to you the assurance of my highest consideration.

INVERCHAPEL

The Honourable

GEORGE C. MARSHALL,

*Secretary of State of the United States,  
Washington, D.C.*

# TELECOMMUNICATIONS: DISTANCE MEASURING EQUIPMENT

*Agreement signed at Washington October 13, 1947*

*Entered into force October 13, 1947*

61 Stat. 3131; Treaties and Other  
International Acts Series 1652

## AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ON DISTANCE MEASURING EQUIPMENT

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Considering the importance of standardization of the distance measuring equipment (D.M.E.) as an aid to the safety of air navigation, and considering the immediate need, in view of the decisions of the 1947 Atlantic City Radio Administrative Conference of the International Telecommunication Union, for agreement on the radio frequencies to be used for this purpose, have agreed through their respective representatives as follows:

### ARTICLE 1

On the coming into force of this agreement, standardization of D.M.E. for civil aviation shall be in the 1000 Mc/s. band and not in the 200 Mc/s. band.

### ARTICLE 2

Until January 1, 1952, the United States of America shall, at the request of the United Kingdom, install and operate United Kingdom type D.M.E. in the 220–231 Mc/s. band at designated international airfields in the territory of the United States of America to be agreed upon from time to time. The frequency 223 Mc/s. shall be used for the ground responder and the frequency 228 Mc/s. shall be used for the airborne interrogator.

### ARTICLE 3

Beyond interference distance from the United States of America, the United Kingdom proposes to use the band 200–235 Mc/s. for D.M.E., and to complete the transition from this band to the 1000 Mc/s. band by January 1, 1954, as far as concerns designated international airfields.

## ARTICLE 4

Until January 1, 1954, or until such time as the requisite equipment is available from United Kingdom production, whichever is the earlier date, the United States of America shall provide 1000 Mc/s. D.M.E. free of charge for use at designated international airfields in the territory of the United Kingdom to be agreed upon from time to time. The United Kingdom shall provide 200 Mc/s. D.M.E. free of charge for use at the airfields agreed upon in accordance with Article 2. In each case the equipment will include an appropriate quantity of spares.

## ARTICLE 5

Each of the contracting Governments shall undertake to maintain and operate the equipment installed on its territory and provided under Article 4.

## ARTICLE 6

The contracting Governments agree to consult and to exchange technical data on 1000 Mc/s. D.M.E., and, as far as practicable, to render to each other such assistance as may be necessary to expedite the implementation of this agreement. They will also make such information available to the other members of the International Civil Aviation Organization.

## ARTICLE 7

With the object of ensuring world-wide standardization on 1000 Mc/s. D.M.E. at the earliest possible date, the contracting Governments shall limit the supply and installation of 200 Mc/s. D.M.E. to the essential minimum requirements of civil air navigation during the period up to January 1, 1954.

## ARTICLE 8

The contracting Governments agree to consult together annually for the purpose of reviewing the operation of the provisions of this agreement and associated problems with the object of expediting the general utilization of 1000 Mc/s. D.M.E.

## ARTICLE 9

Such provisions of this agreement as may be found to be in conflict with the provisions of the international radio regulations currently in force will be reviewed with the object of removing the conflicts.

## ARTICLE 10

The contracting Governments shall support actively the principle of standardization on 1000 Mc/s. D.M.E. in the International Civil Aviation Organization and the International Telecommunication Union.

## ARTICLE 11

British military ground installations situated over 100 miles from territory of the United States of America, and United Kingdom state aircraft (as defined in the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944<sup>1</sup>), except when flying over or within 100 miles of territory of the United States of America, are excluded from the operation of this agreement.

## ARTICLE 12

In the present agreement the expression "territory" of either of the contracting Governments means any territory to which the agreement applies, and shall include, in addition to Great Britain and Northern Ireland on the one hand, and the territory of the United States of America on the other hand, any territory to which this agreement has been extended in accordance with the provisions of Article 13.

## ARTICLE 13

At any time while the present agreement is in force its provisions may, by a notification in writing by either contracting Government to the other, be extended to any colony, overseas territory, protectorate, or territory under mandate or trusteeship exercised by either of the contracting Governments.<sup>2</sup>

## ARTICLE 14

This agreement shall enter into force upon the date of its signature.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed the present agreement.

DONE in duplicate at Washington this thirteenth day of October 1947.

For the Government of the United States of America:

GARRISON NORTON

*Assistant Secretary of State  
of the United States of America*

For the Government of the United Kingdom of Great Britain and Northern Ireland:

INVERCHAPEL

*Ambassador Extraordinary and Plenipotentiary  
of the United Kingdom of Great Britain  
and Northern Ireland at Washington*

<sup>1</sup> TIAS 1591, *ante*, vol. 3, p. 944.

<sup>2</sup> The United Kingdom notified the United States on Mar. 13, 1948, that the agreement had been made applicable to Southern Rhodesia.

## LEASED NAVAL BASE AT ARGENTIA, NEWFOUNDLAND

*Exchange of notes at London August 13 and October 23, 1947, with  
annex*

*Entered into force October 23, 1947*

61 Stat. 4065; Treaties and Other  
International Acts Series 1809

*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S. W. 1.

No. AN2793/107/45.

*13th August, 1947*

YOUR EXCELLENCY,

I have the honour to inform you that discussions have taken place between the competent authorities of the United States and Newfoundland with the view of delimiting the area within Newfoundland territorial waters adjacent to the United States Naval Base at Argentia over which the United States may exercise rights in accordance with the paragraph (1) of Article 1 of the Agreement signed in London on the 27th March, 1941,<sup>1</sup> relating to the Bases Leased to the United States of America.

2. As the result of these discussions a draft agreement has been drawn up and, subject to certain modifications of form and wording, has received the approval of His Majesty's Government in the United Kingdom, Canada and Newfoundland. The revised terms of the agreement are given in the Annex to the present note.

3. I have now the honour to inform Your Excellency that His Majesty's Government in the United Kingdom desire that the agreement should be confirmed by means of an exchange of notes. If therefore the Government of the United States likewise approve of the revised terms of agreement as annexed hereto, I would propose that the present note and Your Excellency's reply to that effect should be regarded as placing on record the formal con-

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<sup>1</sup> EAS 235, *ante*, p. 560.

firmation of the provisions of the agreement by the Governments of the United Kingdom and the United States of America.

I have the honour to be with the highest consideration,

Your Excellency's obedient Servant,

(For the Secretary of State)

P. STEPHENS

His Excellency,

The Honourable,

LEWIS W. DOUGLAS,

*etc, etc., etc.,*

*1 Grosvenor Square, W.1.*

#### ANNEX

Whereas, in paragraph 1 of Article 1 of the Agreement signed in London on the 27th March, 1941, relating to the Bases leased to the United States of America, it is provided, among other things, that the United States shall have all the rights, power and authority within the limits of territorial waters and air spaces adjacent to, or in the vicinity of the Leased Areas, which are necessary to provide access to and defence of the Leased Areas, or appropriate for the control thereof; and

Whereas, in paragraph 4 of Article 1 of the said Agreement it is provided that in the practical application outside the Leased Areas of the preceding paragraphs there shall be, as occasion requires, consultation between the Government of the United States and the Government of the United Kingdom; and

Whereas in paragraph 4 of the Protocol to the said Agreement it is agreed that in all consultations concerning Newfoundland arising out of Articles I (4), II and XI (5) of the Agreement or of any other Articles involving considerations of defence, the Canadian Government as well as the Government of Newfoundland will have the right to participate; and

Whereas the waters in the vicinity of Argentia, including anchorages, channels and approaches, are demonstrated to be, in general, the maximum area of territorial water necessary to the United States Forces at Argentia to exercise the rights, power and authority conferred by Article 1 of the said Agreement;

Now therefore it is agreed between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America after consultations in which the Governments of Canada and Newfoundland have participated that the limits of the territorial waters at Argentia within which the United States shall exercise the said rights, power and authority shall be the water areas included in the boundaries defined by a line joining the following points.

Beginning at Moll Point northwest of Placentia (at approximately mean tide level) a hundred and eighty and a half degrees three point nought nought miles ( $180\frac{1}{2}^{\circ}$  3.00 miles) from Latine point flashing light which is in position Latitude forty-seven (47) degrees eighteen (18) minutes fifty five (55) seconds North, longitude fifty four (54) degrees nought (0) minutes thirty five (35) seconds West approximately. Thence due west (true) for a distance of three (3) nautical miles.

Thence due north (true) for a distance of six point five four (6.54) nautical miles.

Thence due east (true) for a distance of four point nought nought (4.00) nautical miles.

Thence one hundred and one degrees (true) for a distance of two point seven three miles ( $101^{\circ}$  2.73 miles) to the shore line in Big Seal Cove (at approximately mean tide level).

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*The American Chargé d'Affaires ad interim to the Secretary of State  
for Foreign Affairs*

AMERICAN EMBASSY  
London, October 23, 1947

YOUR EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's Note of August 13, 1947 (No. AN 2793/107/45) to which there were annexed the revised terms of the agreement delimiting the waters adjacent to the United States Naval Base in Newfoundland. Your Excellency stated that His Majesty's Government in the United Kingdom desired that the agreement should be confirmed by an exchange of Notes.

The Government of the United States of America has approved of the revised terms of the agreement, as annexed hereto, and I now have the honor to state that the present Note and Your Excellency's Note of August 13, 1947, are to be regarded as placing on record the formal confirmation of the provisions of the agreement by the Governments of the United States of America and of the United Kingdom.

Accept, Sir, the assurances of my highest consideration.

W. J. GALLMAN  
*Chargé d'Affaires ad interim*

The Right Honorable ERNEST BEVIN, M.P.,  
*Secretary of State for Foreign Affairs,*  
*The Foreign Office,*  
*London, S.W.1.*

[For text of annex, see British note, above.]

## RECIPROCAL TRADE

*Agreement and exchange of letters signed at Geneva October 30, 1947*  
*Entered into force October 30, 1947; operative January 1, 1948*  
*Terminated by agreement of June 27 and 28, 1962*<sup>1</sup>

61 Stat. 3725; Treaties and Other  
International Acts Series 1706

### AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND SUPPLEMENTARY TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland,

Having participated in the framing of a General Agreement on Tariffs and Trade and a Protocol of Provisional Application,<sup>2</sup> the texts of which have been authenticated by the Final Act adopted at the conclusion of the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment, signed this day,

Hereby agree that the Trade Agreement between the United States of America and the United Kingdom of Great Britain and Northern Ireland, signed November 17, 1938,<sup>3</sup> with accompanying exchanges of notes, shall be inoperative for such time as the United States of America and the United Kingdom of Great Britain and Northern Ireland are both contracting parties to the General Agreement on Tariffs and Trade as defined in Article XXXII thereof.

IN WITNESS WHEREOF the representatives of the Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland, after having exchanged their full powers, found to be in good and due form, have signed this Supplementary Agreement.

DONE in duplicate, at Geneva, this thirtieth day of October, one thousand nine hundred and forty-seven.

For the Government of the United States of America:

WINTHROP G. BROWN

For the Government of the United Kingdom of Great Britain and Northern Ireland:

T. M. SNOW

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<sup>1</sup> 13 UST 1786; TIAS 5124.

<sup>2</sup> TIAS 1700, *ante*, vol. 4, p. 639.

<sup>3</sup> EAS 164, *ante*, p. 522.

EXCHANGE OF LETTERS

*The Acting Chairman of the United States Delegation to the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment to the Acting Head of the British Delegation*

OCTOBER 30, 1947

DEAR MR. HELMORE:

A point of legal detail has been brought to my attention in connection with the Agreement Supplementary to the General Agreement on Tariffs and Trade which we propose to sign on behalf of our two Governments on October 30 making the Reciprocal Trade Agreement of 1939<sup>4</sup> between the United States and the United Kingdom inoperative so long as both the United States and the United Kingdom are parties to the General Agreement on Tariffs and Trade.

As you know, Article XXV of the 1939 Agreement provides that it may be terminated by either party after three years on six months' notice. The inclusion of such a provision in all our trade agreements is required by the Trade Agreements Act. Our lawyers have suggested that the very general terms of the proposed Supplementary Agreement might possibly be interpreted as making it impossible for either party to the 1939 Agreement to exercise this right of termination.

It is, of course, improbable that either of our Governments would wish to exercise this right of termination, but under our law we must, nevertheless, retain it in force. To suggest a formal amendment to the proposed Supplementary Agreement expressly excepting Article XXV of the 1939 Agreement at this late date would cause considerable inconvenience and would give greater emphasis to this point than it deserves. I am therefore writing to make it clear that we would be signing the Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1939 Agreement given by either party while we were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1939 Agreement in six months.

I would appreciate it if you could give me the assurance that your Government has the same understanding.

Sincerely yours,

WINTHROP G. BROWN,  
*Acting Chairman*

MR. J. R. C. HELMORE, C.M.G.,  
*United Kingdom Delegation,  
Palais des Nations.*

<sup>4</sup> The agreement signed Nov. 17, 1938 (EAS 164), entered into force provisionally Jan. 1, 1939, and definitively Dec. 24, 1939.

*The Acting Head of the British Delegation to the Acting Chairman  
of the United States Delegation*

PALAIS DES NATIONS,  
GENEVA.

30. October. 1947

DEAR MR. BROWN,

I have received your letter of today's date regarding the Supplementary Agreement to the General Agreement on Tariffs and Trade and its effect on Article XVIII [XXV] of the 1939 Agreement between the United States and the United Kingdom. I confirm that my Government has the same understanding on this matter as that set out in your letter.

Yours sincerely,

J. R. C. HELMORE

Mr. WINTHROP BROWN,  
*Acting Chairman,  
United States Delegation,  
Palais des Nations,  
Geneva.*

## ECONOMIC FUSION OF AMERICAN AND BRITISH ZONES OF OCCUPATION IN GERMANY

*Agreement signed at Washington December 17, 1947, amending agree-  
ment of December 2, 1946*

*Entered into force December 17, 1947*

*Expired December 31, 1948*

61 Stat. 3608; Treaties and Other  
International Acts Series 1689

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF  
AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT  
BRITAIN AND NORTHERN IRELAND AMENDING CERTAIN TERMS OF THE  
BIZONAL FUSION AGREEMENT SIGNED AT NEW YORK ON DECEMBER 2,  
1946

WHEREAS paragraph 12 of the Bizonal Fusion Agreement signed at New  
York on December 2, 1946,<sup>1</sup> provides for its amendment by mutual  
agreement,

AND WHEREAS the Government of the United Kingdom have requested  
the Government of the United States to take part in discussions with a view  
to revising, in light of current international financial developments, the  
provisions of the Bizonal Fusion Agreement which relate to the division of  
responsibility for the payment for imports,

AND WHEREAS the Government of the United Kingdom have represented  
that they are unable to continue to make payments in dollars in respect of  
such imports,

AND WHEREAS it is the intention of the two Governments to develop, in  
that part of Germany which is subject to their jurisdiction, an economy which  
can be maintained without financial assistance from either Government,

AND WHEREAS the representatives of the two Governments have entered  
into and completed discussions regarding the revision of the terms of the  
Bizonal Fusion Agreement as requested by the Government of the United  
Kingdom,

IT HAS BEEN AGREED by the Government of the United States and the  
Government of the United Kingdom as follows:

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<sup>1</sup> TIAS 1575, *ante*, p. 800.

Financial Responsibility for the period ending December 31, 1948

1 (a) The Government of the United Kingdom shall have no further liability to pay dollars for Category A goods and services imported into the United States and United Kingdom Zones of Occupation in Germany (hereinafter called the "Bizonal Area"). The liability of the Government of the United Kingdom to supply Category A goods and services shall, subject to the provision of the necessary appropriations, be discharged by the provision of:

(i) all deliveries which may be made in the period November 1, 1947, to December 31, 1947 (to the estimated value of £3,500,000, approximately the equivalent of \$14,000,000), against commitments already undertaken by the Government of the United Kingdom for procurement from sterling area sources, together with such other sterling area purchases as the Government of the United Kingdom may be able to make for delivery within the period (to an estimated value of £1,000,000, approximately the equivalent of \$4,000,000); and

(ii) goods, services or sterling against commitments already undertaken by the Government of the United Kingdom for procurement of Category A supplies for the Bizonal Area from countries outside the sterling area to a total value of £4,000,000 (approximately the equivalent of \$16,000,000). (The Government of the United Kingdom shall pay for any such goods which can be delivered against sterling payment in the period November 1, 1947, to December 31, 1947, and any charges which may be involved in the cancellation of outstanding contracts and shall pay the balance of the sum mentioned above to the Joint Export-Import Agency in sterling); and

(iii) a sum of £4,250,000 (approximately the equivalent of \$17,000,000) in discharge of the obligations undertaken by the Government of the United Kingdom in accordance with the provisions of the Bizonal Fusion Agreement for the procurement for delivery after December 31, 1947, of Category A supplies for the Bizonal Area from countries outside the sterling area. (This sum shall be held by the Government of the United Kingdom and shall be used for the purchase of Category A supplies and services from the sterling area and shall be spent, with the agreement of the Joint Export-Import Agency, as and when it may be possible to purchase such supplies or services without involving a direct or indirect dollar drain upon the United Kingdom.); and

(iv) Category A goods from the sterling area during the calendar year 1948 and services to be rendered during the same period (as set forth in the Annex to the present Agreement) to the total value of £17,500,000 (approximately the equivalent of \$70,000,000).

(b) The services to be provided by the Government of the United Kingdom under the terms of the preceding sub-paragraph of this paragraph shall

include the furnishing, so far as is practicable, of such ships as may be necessary to lift thirty-three complete cargoes allocated for shipment to the Bizonal Area from United States ports in the period November 1, 1947, to December 31, 1947, and the furnishing during the calendar year 1948 of a sufficient number of freight ships to lift twelve complete cargoes for the Bizonal Area each month from United States Atlantic and Gulf Coast ports; subject to market possibilities, such freight ships shall be chartered for three consecutive voyages on Bizonal account or approximately for a period of six months.

(c) Subject to the provision of the necessary appropriations, the balance of the Category A requirements for the Bizonal Area in the period November 1, 1947, to December 31, 1948, shall be provided by the Government of the United States.

(d) It shall be the responsibility of the Joint Export-Import Agency to keep an account of the contributions made by the two Governments in accordance with the provisions of the preceding sub-paragraphs of this paragraph and to establish that the valuations placed on the goods and services so furnished are fair and reasonable.

2. The financial liability of the two Governments under the present Agreement is exclusive of whatever expenditure may be incurred by either Government for the maintenance of forces of occupation and control staff for Germany.

#### Trade between the Bizonal Area and the Sterling Area

3 (a) The Joint Export-Import Agency shall enter into immediate negotiations with representatives of the Government of the United Kingdom with a view to drawing up a plan to maximize trade in both directions between the Bizonal Area and the sterling area. The United States and British Military Governors in Germany shall co-operate with representatives of the Government of the United Kingdom for the purpose of meeting the needs of the United Kingdom for heavy steel scrap and timber to the greatest extent consistent with the requirements of the bizonal economy and conflicting demands for these products.

(b) All trade between the Bizonal Area and the sterling area shall be conducted in sterling in both directions. From January 1, 1948, payments in respect of such trade shall be made in the following manner:

(i) The Joint Foreign Exchange Agency shall open an account with the Bank of England to be known as "The Joint Foreign Exchange Agency No. 1 Account".

(ii) All payments to residents of the sterling area in respect of goods imported into the Bizonal Area, or services rendered on behalf of the Bizonal economy (other than goods or services provided by the Government of the United Kingdom from appropriated funds in accordance with the pro-

visions of paragraph 1(a) of the present Agreement) shall be made from the No. 1 Account.

(iii) Payment for all exports to residents of the sterling area, or services rendered to such residents, shall be paid into the No. 1 Account.

(iv) The Joint Foreign Exchange Agency shall, as and when it may be necessary, arrange that transfers be made from its other accounts to the No. 1 Account to an amount sufficient to ensure that there is always a credit balance in its favor in the No. 1 Account. Any amounts so transferred may be withdrawn from the No. 1 Account when they are no longer required in order to maintain a credit balance in the Account.

(v) A statement showing the state of the No. 1 Account at the close of business on the last day of each of the months of March, June, September and December shall be rendered on the first day of business of the following calendar month by the Bank of England to the Joint Foreign Exchange Agency.

(vi) If any such statement shows that, after deduction of the net amount of any transfers made in accordance with the provisions of clause (iv) above, there is a credit balance in the No. 1 Account in excess of £1,500,000, the Bank of England for account of the Government of the United Kingdom shall, against reimbursement from the No. 1 Account in sterling, make a payment of an amount equivalent to the excess, in United States dollars, to the account of the Joint Foreign Exchange Agency at the Federal Reserve Bank of New York.

(vii) If any such statement of account shows that, after deduction of the net amount of any transfers made in accordance with the provisions of clause (iv) above, there is a debit balance in the No. 1 Account in excess of £1,500,000, the Joint Foreign Exchange Agency shall sell United States dollars to an amount equivalent to the excess to the Bank of England, for account of the Government of the United Kingdom, and the sterling proceeds of such sale shall be credited to the No. 1 Account.

(viii) Provided that a credit balance is maintained in the No. 1 Account, transfers may be made from that Account to the other sterling accounts of the Joint Foreign Exchange Agency if necessary in order to maintain the minimum sterling balances required under the provisions of sub-paragraph (b) of paragraph 4 of the present Agreement.

#### Convertibility of sterling held by the Joint Foreign Exchange Agency

4 (a) Notwithstanding the provisions of paragraph 11 of the present Agreement, the Government of the United Kingdom recognize a continuing liability to convert into dollars in accordance with the provisions of sub-paragraph (b) of this paragraph, any sterling held by the Joint Foreign Exchange Agency at the date of signature of the present Agreement and any

sterling acquired by the Joint Foreign Exchange Agency during the period of the present Agreement.

(b) The sum to be kept in the dollar accounts of the Joint Foreign Exchange Agency shall not be less than \$20,000,000 and the sum to be kept in the sterling accounts (other than the No. 1 Account) of the Joint Foreign Exchange Agency shall not be less than the sterling equivalent of \$20,000,000 unless the total of the sums held in these accounts, as shown in the books of the Agency, falls below the equivalent of \$40,000,000 in which case the amounts held in the dollar and in the sterling accounts shall (within a maximum variation of the equivalent of \$1,000,000) be kept equal. Transfers from the sterling accounts to the dollar accounts and transfers from the dollar accounts to the sterling accounts shall be made when the holdings of dollars or sterling as the case may be fall below the minima indicated above. Such transfers shall be in sums of \$1,000,000 or the sterling equivalent thereof.

(c) Any conversion of sterling into dollars in accordance with the provisions of sub-paragraphs (a) and (b) of this paragraph shall be effected by the purchase of dollars from the Bank of England by the Joint Foreign Exchange Agency. Any such purchases shall be made at the rate of £1 equals \$4.03. If, at any time, the Joint Foreign Exchange Agency purchases sterling in exchange for any other currency, such purchases shall be effected through the Bank of England.

(d) In recognition of the serious dollar difficulties of the United Kingdom, it is the intent and purpose of the Government of the United States that, in so far as practicable, the operations of the Joint Export-Import Agency shall be so conducted that not more than the sterling equivalent of \$40,000,000 shall be required to be converted in accordance with the preceding sub-paragraphs of this paragraph, prior to January 1, 1949. Moreover, if for any reason at any time during the period of the present Agreement, the rate of drawing of dollars through the conversion of sterling should be such as to result in an undue drain on the dollar resources of the Government of the United Kingdom, the matter may be raised with the Bipartite Board and thereafter, if necessary, between the two Governments for the purpose of seeking some method acceptable to the Government of the United States whereby the rate of drawing of dollars through the conversion of sterling can be decreased. Pending a settlement of the matter, the provisions of sub-paragraphs (a), (b) and (c) of this paragraph shall, unless otherwise agreed between the two Governments, continue to apply.

#### Agency for Foreign Trade

5. The Government of the United Kingdom recognize that so long as the Government of the United States is called upon to make the major contribution towards the cost of the essential imports of the Bizonal Area, that Government shall be entitled to a larger measure of authority with respect to the

operations of the Joint Export-Import Agency and the Joint Foreign Exchange Agency.

Paragraph 4 of the Bizonal Fusion Agreement is accordingly amended as follows:

"4 (a) Responsibility for foreign trade shall rest initially with the Joint Export-Import Agency (United States/United Kingdom). This responsibility shall be transferred to German administrative agencies under the supervision of the Joint Export-Import Agency to the maximum extent permitted by the restrictions existing in foreign countries at any given period.

"(b) Except in so far as the use to which they shall be put has been determined in advance by agreement between the two Governments, and subject to the authority of each Government over the expenditure of its own appropriated funds, and any legislative limitations which may be placed thereon, the appropriated funds available for carrying out the terms of this Agreement shall be expended in accordance with schedules established by the Joint Export-Import Agency. These schedules shall be drawn up in accordance with the general policies of the two Military Governors (constituting the Bipartite Board) and shall be used as a basis for procurement in accordance with the provisions of paragraph 8 of this Agreement, subject to any amendment effected by agreement between the two Governments.

"(c) The Joint Export-Import Agency shall be responsible for the approval of all imports and exports and for procurement in accordance with its responsibilities under the provisions of paragraph 8 of this Agreement, subject to any amendment effected by agreement between the two Governments. It shall be the responsibility of the Joint Export-Import Agency to develop a maximum export program consistent with the accomplishment of over-all objectives in Germany and in conformity with the policy of the two Governments gradually to transfer responsibility to German administrative agencies. The Bipartite Board shall facilitate the work of the Joint Export-Import Agency in developing such a program.

"(d) The Joint Export-Import Agency and the Joint Foreign Exchange Agency shall operate in accordance with the general policies of the Bipartite Board to conduct or to supervise the import and export trade of the Bizonal Area. Each of these agencies shall be governed by a board of directors, to which the respective Military Governors shall each appoint an equal number of members. The decisions of the board of directors shall be determined by the majority vote of its members. The members appointed by each Military Governor shall vote as a group. Each group shall have a voting strength in relation to the other group equal to the proportion which the appropriated funds made available by their respective Governments under the provisions of this Agreement, or any subsequent amending agreement, plus the funds contributed by each Government to the capital of the Joint Export-Import Agency, bear to the total funds made available by the two Governments for these purposes.

"(e) Either Military Governor may, should he consider that any action

which it is proposed that the Joint Export-Import Agency or the Joint Foreign Exchange Agency should take is likely to prejudice the interests or conflict with the policies of his Government, request that the matter be referred to the Bipartite Board for review. In that event the proposed action shall be suspended pending Bipartite Board review. Such suspension shall continue only until adequate opportunity has been afforded in the Bipartite Board to ensure that the issue has been reviewed in all its aspects, unless the Bipartite Board unanimously agree to disapprove or modify the proposed action.

“(f) Subject to the provisions of the preceding sub-paragraphs of this paragraph, the Bipartite Board shall delegate to the Joint Export-Import Agency and the Joint Foreign Exchange Agency full power and authority necessary for the conduct of the export-import trade, including the authority to contract for imports and exports through such agencies as it may designate, to borrow and lend money, to pay and collect accounts, and to utilize and distribute foreign currency, and such other necessary authority as is essential to the rehabilitation and promotion of peaceful trade and commerce.”

#### Basis of Economic Planning

6. Paragraph 5 of the Bizonal Fusion Agreement shall be amended as follows:

“5. The United States and United Kingdom Military Governors in Germany shall, in accordance with the policy of the two Governments, use their best endeavors to develop at the earliest possible, in that part of Germany which is under their jurisdiction, an economy which can be maintained without further financial assistance from either Government, and which will at the same time contribute to the peaceful rehabilitation of Europe.”

#### Procurement

7. Paragraph 8 of the Bizonal Fusion Agreement shall be amended as follows:

“8. The determination of import requirements shall be the responsibility of the Joint Export-Import Agency. The procurement of these requirements shall be dealt with as follows:

“(i) Procurement of imports financed from funds appropriated by either Government shall be the responsibility of that Government except to the extent that such responsibility is delegated by the Government concerned to the Joint Export-Import Agency.

“(ii) Procurement of all other imports shall be the responsibility of the Joint Export-Import Agency with such assistance from the two Governments as may be required. Unless otherwise agreed, procurement shall be from the most economical sources of supply. Provided that the pro-

curement of essential imports shall not be prejudiced thereby, the sources shall be selected, to the fullest extent practicable, so as to minimize the drain on the dollar resources of the Government of the United Kingdom (accordingly, where required imports are known to be available from dollar and sterling area sources of supply and conditions regarding price, quality and terms of delivery are equal, the imports shall normally be procured from the sterling area source).

“(iii) With respect to any procurement where the financial responsibility rests with one Government and the agreed source of supply is within territory under the authority of the other Government, the latter, if so requested, shall accept responsibility for procuring those supplies as agent for the former.”

8. The Bizonal Supplies Committee, established under the provisions of paragraph 8 of the Bizonal Fusion Agreement, shall be abolished.

9. Representatives of the two Governments shall consult together in Washington in regard to the following matters:

(a) The programing of the procurement of Category A goods against programs of import requirements submitted by the Joint Export-Import Agency.

(b) The methods to be employed by agencies of either Government, whether directly or through the Joint Export-Import Agency, in the purchase of such products as cereals, livestock products, oils, fats, pulses and fertilizers, in certain markets of primary importance to the United Kingdom, such as Canada, Argentina and Europe, in view of the fact that uncoordinated purchases in these markets might adversely affect United States or United Kingdom supply interests.

#### Definitions

10 (a) For the purposes of the present Agreement, the expression “the sterling area” shall be deemed to mean “the scheduled territories”, which expression has the meaning assigned to it under the provisions of the Exchange Control Act, 1947, of the United Kingdom. “The scheduled territories” at present include:

(i) Great Britain and Northern Ireland.

(ii) Australia, New Zealand, Union of South Africa, Eire, India, Pakistan, Southern Rhodesia and Ceylon.

(iii) Any British Colony and any territory under the protection of His Britannic Majesty.

(iv) Any territory in respect of which a mandate on behalf of the League of Nations was accepted by His Britannic Majesty and any territory placed under the trusteeship system of the United Nations, which territories are

being administered by His Majesty's Government in the United Kingdom or in any Dominion.

- (v) Burma.
- (vi) Iraq and Transjordan.
- (vii) Iceland and the Faroe Islands.

If and when any alteration is made to the definition of the expression "the scheduled territories" for the purposes of the Exchange Control Act, 1947, of the United Kingdom, the Government of the United Kingdom shall forthwith notify that change to the Joint Foreign Exchange Agency and the expression "the sterling area" shall be deemed to have been correspondingly amended for the purposes of this Agreement.

(b) For the purposes of the present Agreement, the Bipartite Finance Committee (United States—United Kingdom), provided for in the Bizonal Fusion Agreement, shall be deemed to have been superseded by the Joint Foreign Exchange Agency.

(c) Any reference in the present Agreement to the Joint Export-Import Agency or the Joint Foreign Exchange Agency shall be construed to refer likewise to any successor organization or organizations.

#### Provisions for Entry into Force, Amendment and Renewal

11 (a) The present Agreement shall come into force on signature. The present Agreement and the Bizonal Fusion Agreement shall constitute a single agreement between the two Governments, which shall remain in force until agreement has been reached for the treatment of Germany as an economic unit or until December 31, 1948, whichever is the sooner. In either event, the Joint Export-Import Agency and the Joint Foreign Exchange Agency shall continue to function until such time as further agreement is reached concerning them.

(b) The two Governments shall consult together before June 30, 1948, at the request of either of them, for the purpose of reviewing the operation of the Agreement and of considering whether any amendment should be made in its terms. The two Governments shall also consult together before December 1, 1948 to consider the terms and conditions of a new Agreement for a further period.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE at Washington, in duplicate, this seventeenth day of December, 1947.

For the Government of the United States of America:

ROBERT A. LOVETT

For the Government of the United Kingdom of Great Britain and Northern Ireland:

WILLIAM STRANG

ANNEX TO THE AGREEMENT OF DECEMBER 17, 1947, BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, AMENDING CERTAIN TERMS OF THE BIZONAL FUSION AGREEMENT SIGNED AT NEW YORK ON DECEMBER 2, 1946

Provision by the Government of the United Kingdom of Category A goods and services in the calendar year 1948

The goods and services to be provided by the Government of the United Kingdom during the calendar year 1948 in accordance with the provisions of paragraph 1 (a) (iv) of the Agreement, are as follows:

	<i>£ million</i>
Fish	5.55
Pulses	.45
Seeds	1.65
Oils, Vegetables and miscellaneous food	2.00
Insecticides	.50
Fertilizers	1.10
Freight	5.00
Miscellaneous goods	1.25
	<hr/>
	17.50 (approximately the equivalent of \$70,000,000)

The Government of the United Kingdom may, in consultation with the Joint Export-Import Agency, make reasonable adjustments in the composition of this list.

## LEND-LEASE SETTLEMENT: MIDDLE EAST STORES DISPOSAL

*Agreement signed at London January 7, 1948, with appendix  
Entered into force January 7, 1948; operative from July 15, 1947*

62 Stat. 1836; Treaties and Other  
International Acts Series 1698

### AGREEMENT RELATING TO SETTLEMENT OF THE LEND-LEASE INTEREST IN FUTURE SALES OF SURPLUS STORES IN THE MIDDLE EAST

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland hereby agree:

(a) that as from 15th July, 1947, this Agreement shall supersede in the Middle East (as defined in Appendix 'A') paragraphs 7 and 8 of Agreement IV relating to Military Holdings of the Washington Specific Agreements dated 26th [27] March, 1946,<sup>1</sup> with the exceptions specified in paragraph 7 below, but shall not in any other respect modify the terms of the Lend-Lease Settlement Agreements;

(b) that on and after 15th July, 1947, the Lend-Lease interest in the proceeds of sales of the British Stores Disposals Mission (Middle East) (hereinafter referred to as "the British authorities") of surplus stores in the Middle East shall be discharged in accordance with the following conditions:

1. As soon as possible after the end of each month, up to and including June 1948, the British authorities shall deduct from the gross total value of contracts (excluding any contracts under paragraph 7 of this Agreement) entered into during the month

(a) Customs Duty, Excise Tax and other dues relative thereto, and

(b) Seven and one-half per centum of the resultant balance, to cover contractual contingencies,

and shall pay over to the Government of the United States, in the currencies of the territories in which the stores are situated, an agreed percentage of the

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<sup>1</sup> TIAS 1509, *ante*, p. 759.

resultant net figures. Amounts due for sales made in sterling shall be computed at the exchange rates in use by the British Army at the time of payment.

2. The agreed percentage representing the Lend-Lease interest shall be fifteen per centum in the case of sales of stores situated in Egypt as of the date of execution of the contract of sale, and nine per centum in the case of sales of stores situated in Iraq as of the date of execution of the contract of sale, whether sold for use in those countries or for export.

3. Since it is agreed that in any other Middle East territories there will be no significant sales in respect of which the Government of the United States would be entitled to receive a share of proceeds, the Government of the United States as from 15th July, 1947, waives all claims in respect of the Lend-Lease element in any surplus stores, situated outside Egypt and Iraq, which may remain to be sold, with the exceptions set forth in paragraph 7 below.

4. The Government of the United States shall raise no claim in respect of surplus stores in Egypt and Iraq sold by the British authorities after 30th June, 1948.

5. As from the date of this agreement, the Government of the United States waives the right of repossession for sale on its own account afforded to it under the terms of paragraph 7 of Agreement IV. Repossessions initiated but remaining uncompleted by the date of this Agreement may, however, be completed. The Government of the United States will retain the right to recapture Lend-Lease articles as provided for in paragraph 2 of Agreement IV.

6. The provisions of this Agreement shall apply to the proceeds of sale of:

- (a) surplus scrap and salvage;
- (b) surplus tyres and tubes (thus superseding the existing arrangement whereby proceeds of sale of certain tyres and tubes are divided equally between the two Governments).

7. The provisions of this Agreement shall not apply to:

(a) the proceeds of sale of surplus stores sold before 15th July, 1947. Sales made under contracts entered into before 15th July, 1947, shall be regarded as having been effected before that date even though payment be made by the buyer, or the stores be delivered to the buyer, after that date; the proceeds shall be paid to the Government of the United States in accordance with existing arrangements;

(b) the proceeds of sales of surpluses sold by the Government of the United States on its own account; these shall accrue to the Government of the United States in accordance with existing arrangements;

(c) the transfer of stores to the Ministry of Food for use in connection with the East African ground nut scheme;

(d) the disposal of stores to third governments for military end-use; these sales shall continue to be governed by paragraph 6 of Agreement IV.

(e) stores in Eritrea technically repossessed by the Office of the Foreign Liquidation Commissioner of the Department of State prior to 15th July, 1947, but sold by the British authorities after that date by special arrangement, the proceeds of which, net of ten per centum deduction for departmental expenses, are to be paid to the Government of the United States;

(f) payments to the Government of the United Kingdom in respect of the leasing of Lend-Lease articles for civilian use; these payments shall continue to be governed by the provisions of Agreement IV.

(g) the proceeds of Lend-Lease articles removed from installations and sold as stores, unless derived from sales made by the British authorities.

8. All claims to proceeds of disposals of surplus stores covered by this Agreement which fall under the terms of paragraphs 7 and 8 of Agreement IV, and are still in dispute (other than the question of disposition of proceeds from the sale of oil drums) are waived under this Agreement. No new claim shall be raised by either Government in respect of surplus stores sold prior to 15th July, 1947.

9. It is agreed that the percentages quoted in paragraph 2 of this Agreement take account of departmental expenses and no further allowance for such expenses shall be made in remitting proceeds under this Agreement.

10. If at any time during the course of the operation of this Agreement, it should be determined that unexpected or unusual circumstances had arisen in connection with operations under this Agreement, the terms of the Agreement may be re-negotiated at the request of either Government.

11. Any payments which may have been made to the Government of the United States under arrangements at present in force covering sales made since 15th July, 1947, shall be taken into account in calculating the payments to be made under paragraphs 1 and 2 of this Agreement.

12. The above arrangements may be subject to review in connection with any global agreement on other claims which may be negotiated at some future date between the Government of the United States and the Government of the United Kingdom and without prejudice to any such later agreement. In the event of any such later settlement payments made to the Government of the United States under this agreement or under arrangements at present in force covering sales made since 15th July, 1947 shall be taken into account.

Signed in duplicate at London, this seventh day of January, nineteen-hundred and forty-eight.

*For the Government of the United States of America:*

W. CORNELL DECHERT  
*Central Field Commissioner,  
 for Norman T. Ness, Director.  
 Officer of Financial and Development Policy,  
 Department of State.*

*For the Government of the United Kingdom of Great  
 Britain and Northern Ireland:*

A. F. DOBBIE BATEMAN  
*Under-Secretary.  
 Ministry of Supply.*

Appendix 'A'

PALESTINE AND TRANSJORDAN  
 ADEN  
 CYPRUS  
 DODECANESE  
 TRIPOLITANIA  
 CYRENAICA  
 ERITREA  
 PERSIA

SAUDI ARABIA AND YEMEN  
 SUDAN  
 LEVANT STATES  
 KOWEIT  
 BAHREIN  
 EGYPT  
 IRAQ

# AIR TRANSPORT SERVICES

*Exchange of notes at London January 14, 1948, amending agreement of February 11, 1946*

*Entered into force January 14, 1948*

*Replaced by revised section III of annex to agreement of May 27, 1966<sup>1</sup>*

62 Stat. 1845; Treaties and Other  
International Acts Series 1714

*The American Chargé d'Affaires ad interim to the Secretary of State  
for Foreign Affairs*

No. 1535

JANUARY 14, 1948

YOUR EXCELLENCY:

I have the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the United Kingdom signed at Bermunda on February 11, 1946<sup>2</sup> and to a note from the Foreign Office of February 3, 1947 to the Embassy of the United States regarding the exercise of first, second, third, fourth and fifth freedom rights by designated United States airlines in Ceylon subject to the general provisions of the Bermuda Agreement.

The Government of the United States of America desires to formalize the right of designated United States airlines to enjoy first, second, third, fourth and fifth freedom rights in Ceylon by means of an appropriate amendment of Section III (b) of the Annex to the Air Transport Agreement between the Government of the United States of America and the Government of the United Kingdom as follows:

Point of Departure	Intermediate Points	Destination in U.K. Territory	Points Beyond
3. *Chicago	Gander	Lydda	A point in Iraq
Detroit	Shannon	A point in Ceylon	Dhahran
Washington	Greenland		Bombay
New York	Iceland		Calcutta
Boston	Paris		A point in Burma
Baltimore	A point in		A point in Siam
Philadelphia	Switzerland		A point or points in
	Rome		Indo-China
	Athens		A point or points in
	Cairo		China

[\*Notice will be given by the aeronautical authorities of the United States to the aeronautical authorities of the United Kingdom of the route service patterns according to which services will be inaugurated on these routes.]

<sup>1</sup> 17 UST 683; TIAS 6019.

<sup>2</sup> TIAS 1507, *ante*, p. 726.

Point of Departure	Intermediate Points		Destination in U.K. Territory	Points Beyond
4. Chicago	Gander		Lydda	From Lydda to points beyond as described in Route 3.
Detroit	Azores		A point in Ceylon	
Washington	Lisbon			
New York	(a)	(b)		
Boston	Algiers	Madrid		
Baltimore	Tunis	Rome		
Philadelphia	Tripoli	Athens		
	Benghazi	Cairo		
	Cairo			

No change is proposed in the designation by the Government of the United States of America of United States certificated carriers to operate the routes described in the Annex to the Agreement.

If the modifications to Section III (b) of the Annex as set forth above are agreeable to the Government of the United Kingdom, I suggest that this note and your reply thereto should constitute the exchange of notes for which Article 8 of the Agreement signed at Bermuda provides.

Accept, Sir, the renewed assurances of my highest consideration.

W. J. GALLMAN

The Rt. Hon. ERNEST BEVIN, M.P.,  
*Secretary of State for Foreign Affairs,*  
*Foreign Office,*  
*Whitehall, S. W. 1.*

*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires  
ad interim*

FOREIGN OFFICE, S.W.1.

14th January, 1948

No. W 390/390/S02.

SIR,

I have the honour to refer to your Note No. 1535 of today's date stating that it is the desire of the Government of the United States of America to formalize the right of designated United States airlines to enjoy first, second, third, fourth and fifth freedom rights in Ceylon by means of an appropriate amendment of Section III (b) of the Annex to the Air Transport Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland.

I have the honour to inform you that His Majesty's Government in the United Kingdom accept the amendment of Section III (b) of the Annex to the above mentioned Agreement proposed in your Note, as follows:

[For tables, see U.S. note, above.]

3. His Majesty's Government in the United Kingdom note that no change is proposed in the designation by the Government of the United States of America of United States certificated carriers to operate the routes described in the Annex of the Agreement.

4. In accordance with the proposal contained in the last paragraph of your Note, that Note and the present reply will be regarded as an Exchange of Notes under the provisions of Article 8 of the Agreement signed at Bermuda on the 11th February, 1946.

I have the honour to be, with high consideration, Sir,

Your obedient Servant,

(For the Secretary of State)

H. W. A. FREESE-PENNEFATHER

Mr. W. J. GALLMAN,

*etc., etc., etc.,*

*United States Embassy.*

## USE BY CIVIL AIRCRAFT OF CERTAIN MILITARY BASES IN CARIBBEAN AND BERMUDA

*Agreement and exchanges of notes signed at Washington February 24, 1948*

*Entered into force February 24, 1948*

*Supplemented by agreement of March 23 and April 25, 1951, as supplemented*<sup>1</sup>

*Superseded in part by agreement of February 10, 1961,*<sup>2</sup> *with the Federation of The West Indies*

62 Stat. 1860; Treaties and Other  
International Acts Series 1717

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND CONCERNING THE OPENING OF CERTAIN MILITARY AIR BASES IN THE CARIBBEAN AREA AND BERMUDA TO USE BY CIVIL AIRCRAFT

WHEREAS, in pursuance of Notes exchanged on September 2, 1940,<sup>3</sup> an Agreement (hereinafter referred to as "the Bases Agreement") was made on March 27, 1941,<sup>4</sup> between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the two Governments"), providing for the lease to the United States of certain areas in the Western Hemisphere upon the terms and conditions set out in the Bases Agreement;

AND WHEREAS, in pursuance of the said Notes and of the Bases Agreement, naval and air Bases have been established in the areas aforesaid;

AND WHEREAS Article XI(5) of the Bases Agreement provides that "commercial aircraft will not be authorized to operate from any of the Bases (save in case of emergency or for strictly military purposes under supervision of the War or Navy Departments) except by agreement between the United States and the Government of the United Kingdom; provided that in the case of

<sup>1</sup> 2 UST 1311, 11 UST 1472; TIAS 2282, 4489.

<sup>2</sup> 12 UST 408; TIAS 4734.

<sup>3</sup> EAS 181, *ante*, p. 551.

<sup>4</sup> EAS 235, *ante*, p. 560.

Newfoundland such agreement shall be between the United States and the Government of Newfoundland”;

AND WHEREAS the two Governments recognize that there are special circumstances connected with the Bases;

AND WHEREAS the two Governments desire 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 ensuring as well the many indirect benefits of this form of transportation to the common welfare of both countries;

AND WHEREAS the two Governments desire to arrange for certain of the air Bases aforesaid to be available for use by civil aircraft without interfering with, restricting or limiting the present military rights of the United States in, or the continued military use by the United States of, the said Bases in accordance with the Bases Agreement;

AND WHEREAS Heads of Agreement were initialled at Bermuda on February 11, 1946, with a view to the preparation and conclusion of an Agreement to give effect to these desires;

AND WHEREAS Article XII (a) of those Heads of Agreement provided that the two Governments should consult together and prepare an Agreement to give effect to the terms contained in those Heads of Agreement;

NOW, THEREFORE, the two Governments, having consulted accordingly, have agreed as follows:

## ARTICLE I

### Bases open for civil use

(1) The following Bases (hereinafter referred to as the “Regular Bases”) will be open for regular use by civil aircraft, in accordance with the provisions of the present Agreement:

Kindley Field, Bermuda,  
Coolidge Field, Antigua,  
Beane Field, St. Lucia,  
Atkinson Field, British Guiana.

(2) The following Bases (hereinafter referred to as the “Alternate Bases”) will be open for use by civil aircraft as weather alternates only, in accordance with the provisions of the present Agreement:

Carlson Field, Trinidad,  
Waller Field, Trinidad,  
Vernam Field, Jamaica.

(3) The circumstances in which the Alternate Bases may be used as weather alternates shall be such as may be defined by rules established in that

behalf by the International Civil Aviation Organization or, in the absence of such rules, by agreement between the two Governments.

(4) If and so long as in a Territory where an Alternate Base is situated, there is at any time no civil airport designated and available for regular use by scheduled international air services, the Alternate Base (or if there is more than one, the Alternate Base agreed between the Government of the Territory and the United States military authorities) shall be open for regular use by civil aircraft in accordance with the provisions of the present Agreement and shall accordingly be deemed to be a Regular Base for the purposes of the present Agreement.

(5) If either of the two Governments considers that experience or developments indicate the need for opening any of the Alternate Bases for regular use by civil aircraft or for closing any of the Regular Bases to regular use by civil aircraft, such opening or closing of the Base or Bases concerned shall form the subject of discussions between the two Governments and shall not take place except by agreement between the two Governments. This paragraph shall not be construed as affecting any right conferred by Article VI of the present Agreement to limit or suspend civil air operations at the Bases or to impose restrictions of a temporary or continuing nature on the use of the Bases by civil aircraft.

## ARTICLE II

### Special provisions affecting the United States and the United Kingdom

(1) Civil aircraft of the United States and of the United Kingdom shall be entitled to use the Bases on equally favorable terms. This paragraph shall not be construed as pertaining to traffic rights.

(2) The exercise of the privileges granted by the present Agreement shall be without prejudice to rights granted by the Government of the United Kingdom or the Government of a Territory to any civil air carrier of the United States before the execution of the present Agreement, or to any renewals or extensions of those rights.

(3) In the event of the termination of the Agreement between the two Governments, relating to air services between their respective territories, signed at Bermuda on February 11, 1946,<sup>5</sup> its provisions and those of its Annex shall continue to apply to any traffic rights which civil air carriers of the United States may thereafter exercise at any of the Bases, until such time as the two Governments shall otherwise agree:

Provided that the Government of the United States of America shall have the right, at any time after fifteen years from the date on which the present Agreement becomes effective, to notify to the Government of the United Kingdom its desire that the provisions of the first mentioned Agreement and its Annex shall cease to apply, upon the date specified in the notification,

<sup>5</sup> TIAS 1507, *ante*, p. 726.

to the traffic rights exercised by civil air carriers of the United States at any of the Bases, which date shall not be less than two years from the date of the notification, and, if such notification shall be given, such provisions shall cease to apply accordingly.

### ARTICLE III

#### Use of Bases for non-traffic purposes

(1) So long as the United States and the United Kingdom are parties to the International Air Services Transit Agreement, formulated at Chicago and opened for signature on December 7, 1944<sup>6</sup> (in this Article referred to as "the Two Freedoms Agreement"), the civil aircraft of all countries parties to the Two Freedoms Agreement may use the Bases for non-traffic purposes in accordance with the provisions of the present Agreement and those of Article I of the Two Freedoms Agreement, and, if the United States so requests, those Bases will be designated by the Government of the United Kingdom under that Agreement for use by scheduled international air services of the United States.

(2) Civil aircraft of countries which are not parties to the Two Freedoms Agreement but which are parties to other agreements to which the United States or the United Kingdom is also a party, providing for the privileges specified in the Two Freedoms Agreement, may, with the concurrence of the two Governments, use the Bases, in accordance with the provisions of the present Agreement, for the exercise of those privileges.

(3) In the event of the Two Freedoms Agreement being superseded by a new agreement, to which the two Governments are parties, providing for the privileges specified in the Two Freedoms Agreement, the provisions of this Article shall apply to the exercise of those privileges under the said new agreement as they apply to their exercise under the Two Freedoms Agreement.

### ARTICLE IV<sup>7</sup>

#### Traffic rights

(1) Any civil air carrier of the United States using the Bases shall, if authorized by the Government of the United States of America to operate to the Base or Bases concerned, be entitled, by way of exception to and without prejudice to the principle of cabotage, to carry between the Regular Bases

(a) United States Government sponsored passengers (and their personal effects) travelling at the expense of the Government of the United States of America or on business directly connected with the Bases or with United States personnel at the Bases;

<sup>6</sup> EAS 487, *ante*, vol. 3, p. 916.

<sup>7</sup> For understandings relating to art. IV, see exchange of notes, p. 863.

(b) cargo carried at the expense of the Government of the United States of America; and

(c) mail originating at United States Post Offices established in accordance with Article XVI of the Bases Agreement.

(2) The Government of the United Kingdom may grant to civil air carriers using the Regular Bases traffic rights at those Bases: Provided that, except by agreement between the two Governments,

(a) no rights so granted (including those granted to civil air carriers of the United Kingdom) shall be greater than, or different from, those granted to civil air carriers of the United States at the said Bases, save as provided in paragraph (3) of this Article; and

(b) the rights so granted to civil air carriers of third countries shall not exceed the corresponding rights which such third countries shall have granted (not necessarily on the same routes as those operated by the air carriers of the third countries concerned) in their respective territories to civil air carriers of the United States.

(3) Civil air carriers of the United Kingdom shall be entitled to carry cabotage traffic to and from any Regular Base at which civil air carriers of the United States are entitled to exercise traffic rights and, save as provided in paragraph (1) of this Article, civil air carriers of the United States shall not be hereby deemed entitled to carry cabotage traffic between any two points in the territory of the United Kingdom.

## ARTICLE V

### Private and Charter Flights

(1) Subject to the provisions of Article VI of the present Agreement, and to such regulations, conditions and limitations as may be imposed by the law of the Territory, civil aircraft to which this Article applies, being aircraft not engaged in scheduled international air services, shall be entitled to use the Bases, in accordance with the provisions of the present Agreement,

(a) for non-traffic purposes; and

(b) for traffic purposes

(i) in the case of charter flights for the purposes of the charter, and

(ii) in the case of other flights, otherwise than for reward.

(2) This Article applies, on a non-discriminatory basis, to civil aircraft of the United States and of the United Kingdom, and to those of any other country which is a party to the Convention on International Civil Aviation, which came into force on April 4, 1947: <sup>8</sup> Provided that this Article shall not

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<sup>8</sup> TIAS 1591, *ante*, vol. 3, p. 944.

apply to the civil aircraft of any third country unless civil aircraft both of the United States and of the United Kingdom enjoy corresponding rights in such third country.

## ARTICLE VI

### Limitation of civil use

(1) The United States military authorities, for military reasons, or the Government of the Territory, for security reasons, shall have the right on a non-discriminatory basis, to limit or suspend civil air operations at the Bases or to impose restrictions of a temporary or continuing nature on the use of the Bases by civil aircraft, but will make every reasonable effort to avoid interruption of civil air operations at the Bases.

(2) Except as provided in paragraph (1) of the present Article, the authorities exercising administrative and operational control at any Base shall not impose any limitation on the use of the Base by civil aircraft in accordance with the provisions of the present Agreement except so far as may be necessary for reasons of safety or in the light of the capacity of, and the facilities available at, the Base. Any such limitation shall be imposed on a fair and non-discriminatory basis, except that scheduled international air services shall be afforded preferential treatment.

(3) The United States military authorities and the Government of the Territory (except so far as those authorities, or that Government, as the case may be, are satisfied that it is undesirable for military reasons or for security reasons, respectively, or that it is for any reason impracticable, so to do) shall each give to the other such notice as appears to those authorities or that Government to be reasonable in all the circumstances, of their intention to impose any limitation, suspension or restriction under this Article.

## ARTICLE VII

### Administrative and operational control and requirements

(1) Administrative and operational control of the Bases for civil aviation purposes shall be exercised by the United States military authorities, except as otherwise specifically provided in the present Agreement. The United States military authorities may delegate the performance of certain services to civilian agencies. Such delegation will be without prejudice to the right of the United States military authorities to resume the performance of such services at any time and without delay.

(2) Except as may be otherwise agreed between the two Governments,

(a) airport tower control and approach control shall be operated by or under the direction of the United States military authorities, who will, in consultation with the Government of the Territory, ensure that the periods for which and the manner in which those controls are provided are adequate to meet the needs of civil aircraft using the Bases;

(b) the responsibility for area control will be determined in the light of the studies and recommendations of the International Civil Aviation Organization;

(c) the meteorological facilities and operational communication facilities and other aids to navigation required by civil aircraft using the Bases will be provided by or under the direction of the United States military authorities, in accordance with the recommendations of the International Civil Aviation Organization.

#### ARTICLE VIII

##### Facilities, supplies and services and the designation of areas therefor

(1)(a) Except as provided in Article VII of the present Agreement, facilities, supplies and services required for, or in connection with the operation of, civil aircraft using the Bases, or for or by passengers, crews or other persons present in the Leased Area solely for civil aviation purposes, may be provided, either within an area designated under paragraph (2) of this Article or outside the Leased Area, by the Government of the Territory or, with the permission of the Government of the Territory, by any civil enterprise.

(b) Such facilities, supplies and services may also, with the permission of the Government of the Territory, be provided by the United States, at such place or places within an area designated under paragraph (2) of this Article or outside the Leased Area as may be agreed, or at such other place or places within the Leased Area as may be previously notified to the Government of the Territory by the United States military authorities. If such facilities, supplies and services are so provided by the United States, the taxes and duties (if any) which would have been payable under the law of the Territory in respect of any such transaction if such facilities, supplies or services had been provided by a civil enterprise under subparagraph (a) of this paragraph shall be payable to the Government of the Territory, and shall be levied and collected in such manner as may be agreed between the Government of the Territory and the United States military authorities.

(c) Such facilities, supplies and services shall be provided without discrimination and at equitable prices, which shall be non-discriminatory as to all operators of civil aircraft using the Bases, whether civil air carriers or not. Such prices shall be determined after consultation between the Government of the Territory and the United States military authorities, or, if necessary, after consultation between the two Governments.

(d) If an area is designated in accordance with paragraph (2) of this Article, or if, by reason of there being suitable land conveniently adjacent to the Base, such designation is unnecessary, then,

(i) such facilities, supplies and services shall be provided by the Government of the Territory or by a civil enterprise in accordance

with sub-paragraph (a) of this paragraph or, in so far as they are not so provided, the United States shall have the right to provide such facilities, supplies or services without obtaining the permission of the Government of the Territory, but otherwise in accordance with sub-paragraph (b) of this paragraph, and

- (ii) the Government of the Territory will provide all such facilities for customs, immigration, quarantine and other similar matters of Colonial or United Kingdom national interest as may be necessary in connection with the use of the Base by all civil aircraft entitled to such use.

(c) Except as respects taxes and duties referred to in sub-paragraph (b) of this paragraph, all sums received in respect of the provision of any facilities, supplies or services under this paragraph shall accrue to the Government or civil enterprise by which the facilities, supplies or services in question are provided.

(2) (a) At each of the Bases where suitable land is not conveniently adjacent thereto for the provision of necessary civil airport facilities, supplies and services and for the erection of buildings for post and telegraph purposes, customs, immigration, quarantine and other similar matters of Colonial or United Kingdom national interest, the United States military authorities, in consultation with the Government of the Territory, will, if this is possible without conflict with military requirements, designate an appropriate area or areas within the boundaries of the Base for such purposes. The United States military authorities shall permit to have convenient access to and egress from the area or areas so designated all bona fide passengers and air crews and all other persons whose presence there is certified by the Government of the Territory to be necessary for civil aviation purposes. Subject to the provisions of the present Agreement, the area or areas so designated, the provision of the said facilities, supplies and services and the conduct of the said matters within the area or areas so designated shall be under the control and jurisdiction of the Government of the Territory in the same manner and to the same extent as they would be if the area or areas so designated were outside the Leased Area:

Provided that the United States military authorities shall have the right to resume complete and unrestricted control and use of the designated area or areas and its or their facilities should this prove to be necessary for military reasons of overriding necessity.

(b) Subject to the provisions of this Article, the terms and conditions on which any such area and any buildings therein are designated shall be determined after consultation between the United States military authorities and the Government of the Territory or, if necessary, between the two Governments, it being understood that the Government of the Territory will pay agreed charges to the United States in respect of the use by that Govern-

ment of any buildings or other improvements constructed and made available by the United States in any such area.

(c) The terms and conditions upon which rights of occupancy or user of land within a Base, and the terms and conditions (including charges) upon which rights of occupancy or user of buildings or parts of buildings within a Base, are granted by the Government of the Territory shall be subject to the approval of the United States military authorities, it being understood that, so long as the Government of the United States maintains the Base in operational condition for civil use, and until such time as the Government of the Territory assumes the said maintenance, any profit accruing to the Government of the Territory from charges made to any civil enterprise for the right to provide facilities, supplies and services in such buildings or parts of buildings, erected and made available by the United States, will be paid to the Government of the United States.

(3) The United States military authorities shall have the right, in collaboration with, or after prior notice to, the appropriate Colonial authorities, to enter upon and to inspect any area designated under paragraph (2) of this Article and any buildings and any facilities or services provided in such area, for the purpose of satisfying themselves that adequate precautionary measures are taken in connection with fire prevention, sanitation and other matters affecting the military security or use of the Base. If the United States military authorities consider that the precautionary measures taken are not adequate, they shall have the right, in consultation with the appropriate Colonial authorities, or, in cases where military reasons so require, on their own initiative, to supplement those measures to the extent considered necessary.

(4) Where any buildings or other structures are erected or used for civil aviation purposes, either within an area designated under paragraph (2) of this Article or outside but contiguous to a Base, there shall be consultation between the appropriate Colonial authorities and the United States military authorities and, if necessary, between the two Governments, with respect to the location, type, size and sanitation of such buildings, or other structures, in order to ensure that they do not endanger the safe operation of aircraft or the military use of the Base.

## ARTICLE IX

### Landing Fees

The scale of landing fees to be charged for the use by civil aircraft of each Base shall be determined by the United States military authorities after consultation with the appropriate Colonial authorities, or, if necessary, after consultation between the two Governments, and the revenue derived from such fees shall accrue to the United States:

Provided that, whenever the Government of the United Kingdom or the Government of the Territory assumes responsibility for the maintenance of a Base for civil use, or for the provision or maintenance there of air navigational or meteorological facilities and services, or operational communication facilities, used by civil aircraft, the scale of landing fees and the method of collection thereof shall be determined by agreement between the appropriate United Kingdom or Colonial authorities and the United States military authorities and the revenue from such fees shall be divided between the United States of America and the Government of the United Kingdom or of the Territory, in proportions to be agreed, having special regard to the expenditure incurred by each for these purposes.

## ARTICLE X

### Suspension of United States responsibilities

(1) If the Government of the United States of America elects to place any Base in a caretaker status and gives to the Government of the United Kingdom such notice as is reasonable in all the circumstances, of its intention so to do,

(a) the Government of the United States of America may cease to maintain that Base in operational condition for civil use, and may relinquish the responsibility at that Base for any of the matters specified in Article VII of the present Agreement, and

(b) the Government of the United Kingdom or the Government of the Territory shall then have the right to maintain the Base for civil use, and to assume the responsibility so relinquished for the said matters.

(2) The Government of the United States of America shall have the right, at any time while the lease of the Leased Area subsists, to resume the maintenance and control of such Base on giving to the Government of the United Kingdom such notice as is reasonable in all the circumstances, of its intention so to do, whereupon the provisions of sub-paragraphs (a) and (b) of paragraph (1) of this Article shall cease to have effect.

## ARTICLE XI<sup>9</sup>

### Procedure on landing of civil aircraft

Civil aircraft using any of the Bases shall, immediately after landing, proceed forthwith to the place (which shall be either within an area designated under Paragraph (2) (a) of Article VIII of the present Agreement, or outside the Leased Area) specified for that purpose by the Government of the Territory, and any loading and unloading of persons, mail and cargo shall take place only at the place so specified or at any other place within the Base

<sup>9</sup> For an understanding relating to art. XI, see exchange of notes, p. 862.

agreed between the United States military authorities and the Government of the Territory. The United States military authorities will cooperate with the Government of the Territory to ensure that all civil aircraft using the Bases comply with these requirements.

## ARTICLE XII

### Miscellaneous Provisions

(1) Nothing in the present Agreement shall be construed to deprive the Government of the United States of America of any of its rights, privileges, immunities or exemptions under the Bases Agreement. It is recognized that, according to the true intent,

(a) the rights conferred by Article IX of the Bases Agreement are not exercisable for civil aviation purposes;

(b) paragraph (1) of Article XII of the Bases Agreement is inapplicable to the use of motor vehicles for civil aviation purposes outside the Leased Area;

(c) paragraphs (1) and (2) of Article XIV of the Bases Agreement are inapplicable to goods or articles brought into the Territory or to persons present in the Territory, solely for civil aviation purposes;

(d) Post Offices established under Article XVI of the Bases Agreement may not be used by persons present in the Territory solely for civil aviation purposes; and

(e) paragraph (1) of Article XVII of the Bases Agreement is inapplicable in respect of any income derived solely from service or employment for civil aviation purposes; paragraph (2) of that Article is inapplicable to any person present in the Territory solely for those purposes; and paragraph (3) of that Article does not exempt any person from income tax on profits derived under a contract in so far as they are solely attributable to the use of the Base by civil aircraft.

(2) The provisions of Article IV of the Bases Agreement shall apply to persons in the Territory for civil aviation purposes in the same manner as they apply to persons in the Territory for other purposes.

(3) Any person arrested within an area designated under paragraph (2) of Article VIII of the present Agreement, in connection with an infringement of the law of the Territory or otherwise in pursuance of that law, may be removed from the designated area through the Leased Area by the appropriate Colonial authorities.

(4) The United States may grant rights in land or buildings within the Leased Area to the Government of the Territory or, with the permission of that Government, to civil air carriers or other civil enterprises, for civil aviation purposes.

## ARTICLE XIII

Operation of the present Agreement

(1) The present Agreement shall become effective on signature and shall continue in effect in each of the Territories until the expiration of the lease of the Leased Area therein, unless either of the two Governments shall, at any time after the present Agreement has been in effect for fifteen years, give to the other notice of termination, in which event, the Agreement shall cease to be effective two years after the date of the receipt of such notice.

(2) While the Agreement continues in effect, the two Governments will consult together not less than once in every five years to review the operation of the Agreement and to agree upon any modifications that may be desired.

(3) The Agreement shall be fulfilled in a spirit of good neighborliness and details of its practical application shall be arranged by friendly cooperation.

## ARTICLE XIV

Interpretation

In the present Agreement, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them:

“Base” means any of the Regular or Alternate Bases referred to in Article I of the present Agreement.

“Leased Area” means an area in respect of which a lease has been or shall be entered into in pursuance of the Bases Agreement; and “the Leased Area” means the Leased Area concerned.

“Territory” means a part of His Majesty’s dominions in which a Leased Area is situated; and “the Territory” means the Territory concerned.

“Civil Aircraft” means aircraft other than those used in military, customs, or police services.

“Civil air carrier” means any civilian air transport enterprise offering or operating air services for the transport, for hire or reward, of passengers, mail or cargo.

“Civil aviation purposes” means purposes connected with the use of a Base by civil aircraft in accordance with the provisions of the present Agreement.

“Traffic Rights” means the right to take on to civil aircraft or to discharge from civil aircraft, passengers, mail or cargo.

“Charter flights” means all non-scheduled flights undertaken for reward by civil aircraft.

“Non-traffic purposes” means any purpose other than taking on or discharging passengers, mail or cargo.

“Territory of the United Kingdom” includes all territory under the sovereignty, suzerainty, protection, mandate or trusteeship of the United King-

dom, and the territorial waters adjacent thereto; "civil aircraft of the United Kingdom" and "civil air carriers of the United Kingdom" include the civil aircraft and the civil air carriers of any such territory.

Expressions referring to persons present in the Territory for civil aviation purposes include persons who are in the Territory by reason of the use of the Base for civil aviation purposes.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE at Washington, in duplicate, this twenty-fourth day of February, 1948.

For the Government of the United States of America:

G. C. MARSHALL

For the Government of the United Kingdom of Great Britain and Northern Ireland:

INVERCHAPEL

#### EXCHANGES OF NOTES

##### *The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.

No. 95

24th February, 1948

SIR,

I have the honour to refer to Article XI of the Agreement relating to the civil use of the leased air bases signed today and to inform you that it is the understanding of my Government that if the United Kingdom is at war, the Government of the United Kingdom or the Government of the Territory concerned will be entitled to exercise rights of censorship, contraband control and other like belligerent rights, within any area designated under paragraph (2) of Article VIII; and that if the United States is at war, the United States will be entitled to detain any aircraft, before it proceeds to the place specified under Article XI, so long as may be necessary for the exercise of such rights.

2. If the Government of the United States of America agrees, I would suggest that the present note and Your Excellency's reply should be regarded as placing on record the understanding of the two Governments in this matter.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

INVERCHAPEL

The Honourable

GEORGE C. MARSHALL,

*Secretary of State of the United States,  
Washington, D.C.*

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*February 24, 1948*

## EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, the terms of which are as follows:

[For terms of understanding, see first two paragraphs of British note, above.]

In reply I have the honor to inform you that my Government agrees that if the United Kingdom is at war, the Government of the United Kingdom or the Government of the Territory concerned will be entitled to exercise rights of censorship, contraband control and other like belligerent rights, within any area designated under paragraph (2) of Article VIII; and that if the United States is at war, the United States will be entitled to detain any aircraft, before it proceeds to the place specified under Article XI, so long as may be necessary for the exercise of such rights.

In accordance with the suggestion contained therein, Your Excellency's note and this reply will be regarded as placing on record the understanding of the two Governments in this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

G. C. MARSHALL

His Excellency

The Right Honorable

THE LORD INVERCHAPEL, P.C., G.C.M.G.,  
*British Ambassador.*

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*February 24, 1948*

## EXCELLENCY:

I have the honor to refer to paragraph (2) of Article IV of the Agreement relating to the civil use of the leased air bases signed today, which provides that "the Government of the United Kingdom may grant to civil air carriers using the Regular Bases, traffic rights at those Bases: Provided that except by agreement between the two Governments,

"(a) no rights so granted (including those granted to civil air carriers of the United Kingdom) shall be greater than, or different from, those granted

to civil air carriers of the United States at the said Bases, save as provided in paragraph (3) of this Article; and

“(b) the rights so granted to civil air carriers of third countries shall not exceed the corresponding rights which such third countries shall have granted (not necessarily on the same routes as those operated by the air carriers of the third countries concerned) in their respective territories to civil air carriers of the United States,”

and to inform you that my Government agrees that the provisions of sub-paragraphs (a) and (b) of the said paragraph (2) shall not apply to the carrying of United Kingdom cabotage traffic to or from any Regular Base by any Canadian civil air carrier granted such rights by the Government of the United Kingdom. It is also understood by my Government that that part of sub-paragraph 2 (b) of Article IV of said Agreement that refers to “corresponding rights” is intended to refer to an exchange of air transport rights between such third country and the United States on a basis mutually satisfactory to them. As far as my Government is concerned, it is felt that the existing air transport arrangements between the United States and Canada adequately meet the provisos of sub-paragraph 2 (b) of Article IV.

If the Government of the United Kingdom agree, I would suggest that the present note and Your Excellency's reply should be regarded as an Agreement between our two Governments as contemplated in paragraph (2) of Article IV of the Agreement signed today.

Accept, Excellency, the renewed assurances of my highest consideration.

G. C. MARSHALL

His Excellency

The Right Honorable

THE LORD INVERCHAPEL, P.C., G.C.M.G.,  
*British Ambassador.*

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*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.

No. 96

24th February, 1948

SIR,

I have the honour to acknowledge receipt of Your Excellency's note of today's date, the terms of which are as follows:

[For terms of understandings, see U.S. note, above.]

2. In reply I have the honour to inform you that my Government agrees that the provisions of sub-paragraphs (a) and (b) of the said paragraph (2)

shall not apply to the carrying of United Kingdom cabotage traffic to or from any Regular Base by any Canadian civil air carrier granted such rights by the Government of the United Kingdom. It is also understood by my Government that that part of sub-paragraph 2 (b) of Article IV of said Agreement that refers to "corresponding rights" is intended to refer to an exchange of air transport rights between such third country and the United States on a basis mutually satisfactory to them. As far as my Government is concerned, it is felt that the existing air transport arrangements between the United States and Canada adequately meet the provisos of sub-paragraph 2 (b) of Article IV.

3. In accordance with the suggestion contained therein, Your Excellency's note and this reply will be regarded as an Agreement between our two Governments.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble servant.

INVERCHAPEL

The Honourable

GEORGE C. MARSHALL,

*Secretary of State of the United States,  
Washington, D.C.*

## CLAIMS

*Memorandum of agreement signed June 18, 1948, with annexes,  
supplementing agreement of March 27, 1946  
Entered into force June 18, 1948*

Department of State files

### MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM FOR THE SETTLEMENT OF CLAIMS BY AND AGAINST THE UNITED STATES ARMY

1. The Government of the United Kingdom and the Government of the United States of America have reached an understanding for the settlement of certain financial claims between the Government of the United Kingdom and the United States Army which have arisen subsequent to the period covered by the Joint Memorandum and Agreement signed in Washington on 27th March 1946,<sup>1</sup> and in respect of transactions between the Government of the United Kingdom and the United States Army specifically mentioned in that Joint Memorandum as calling for separate settlement.

2. It is agreed that the indebtedness of the United States Army to the Government of the United Kingdom within the terms of this agreement is \$4,222,914.00. This amount covers the following claims:

(a) The claims of the Government of the United Kingdom or its agencies against the United States Army which have arisen or may arise as a result of, or incident to, procurement throughout the world of services, supplies, utilities, facilities, goods and properties (other than petroleum, oils and lubricants) by or on behalf of the United States Army for the period from 1st January 1946 up to and including 31st December 1946; and as a result of or incident to procurement of petroleum, oils and lubricants by or on behalf of the United States Army for the periods defined in paragraph 8 below as being covered by this agreement.

(b) The claims against the United States Army by persons resident or carrying on business in the United Kingdom or its Colonial Dependencies, which have arisen, or may arise, as a result of, or incident to procurement in the United Kingdom or its Colonial Dependencies of services, supplies, util-

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<sup>1</sup> TIAS 1509, *ante*, p. 745.

ities, facilities, goods and properties, including petroleum, oils and lubricants, by or on behalf of the United States Army up to and including 31st December 1946.

3. The following acknowledged claims against the United States Army which occurred in 1945 are excluded from this agreement for separate settlement:

(a) The claim by the United Kingdom Stationery Office for £23,849.5.1 for the remainder (270 tons) of a total of 600 tons of paper issued in 1945 to the United States Army and not replaced in kind as agreed—(\$96,172.12).

(b) The claim by the United Kingdom War Office for 4.51 million Belgian francs for the proportionate share of the charges incurred during the period of combined supply responsibility from June to September 1945 for the milling and transporting for ultimate German consumption of 50,000 tons of relief wheat situated in Belgium—(\$103,030.95).

(c) The claim by the United Kingdom Admiralty for £4,700.14.3 being four fifths of the expense of repairing the Horta-Cherbourg cable in November 1945—(\$18,955.60).

(d) The claim by the United Kingdom War Office for £12,339.2.8, being 50% of the cost of supplies and services procured for sterling in the calendar year 1945 and used in the support of 2,000 Yugoslavian troops operating west of the Morgan line—(\$49,757.56).

4. It is agreed that the indebtedness of the Government of the United Kingdom to the United States Army within the terms of this agreement is \$1,087,695.12. This amount includes all claims of the United States Army against the Government of the United Kingdom or its agencies which have arisen or may arise as a result of, or incident to, procurement throughout the world of services, supplies, utilities, facilities, goods and properties (other than petroleum, oils and lubricants) by or on behalf of the Government of the United Kingdom for the period from 2nd March 1946 up to and including 31st December 1946; and as a result of or incident to procurement of petroleum, oils and lubricants by or on behalf of the Government of the United Kingdom for the periods defined in paragraph 8 below as being covered by this Agreement.

5. It is agreed that payment to the Government of the United Kingdom of the net amount of \$3,135,218.88 is in complete and final settlement of the net indebtedness of the United States Army to the Government of the United Kingdom within the terms of this agreement. An analysis of this account is given in Annex I to this agreement. Payment of this amount constitutes a final settlement and is not subject to variation in case it should later be determined that any of the figures are not accurate.

6. Upon payment of \$3,135,218.88 by the United States Army to the Government of the United Kingdom:

(a) (i) The Government of the United Kingdom hereby releases and forever discharges the Government of the United States from any and all claims by the Government of the United Kingdom or its agencies against the United States Army which have arisen or may arise as a result of, or incident to, procurement throughout the world, of services, supplies, utilities, facilities, goods and properties (other than petroleum, oils and lubricants) by or on behalf of the United States Army from 1st January 1946 up to and including 31st December 1946; and as a result of, or incident to, procurement of petroleum, oils and lubricants by or on behalf of the Government of the United Kingdom for the periods defined in paragraph 8 below as being covered by this agreement.

(ii) The Government of the United Kingdom also indemnifies the United States Army against all claims against the United States Army by persons resident or carrying on business in the United Kingdom or its Colonial Dependencies, which have arisen, or may arise, as a result of, or incident to, procurement in the United Kingdom or its Colonial Dependencies of services, supplies, utilities, facilities, goods and properties, including petroleum, oils and lubricants, by or on behalf of the United States Army up to and including 31st December 1946. The United States Army will furnish on request particulars of any claims against the United States Army of which they have previous knowledge. Any claim which has not been referred to the Government of the United Kingdom by the United States Army prior to the date of this Agreement shall be so referred immediately upon receipt thereof by the United States Army and the United States Army shall make no commitment in respect to any such claim without the consent of the Government of the United Kingdom.

(b) The Government of the United States hereby releases and forever discharges the Government of the United Kingdom from any and all claims by the United States Army against the Government of the United Kingdom or its agencies which have arisen or may arise as a result of, or incident to, procurement throughout the world of services, supplies, utilities, facilities, goods and properties (other than petroleum, oils and lubricants) by or on behalf of the Government of the United Kingdom for the period from 2nd March 1946, up to and including 31st December 1946; and as a result of, or incident to, procurement of petroleum, oils and lubricants by or on behalf of the Government of the United Kingdom for the periods defined in paragraph 8 below as being covered by this agreement.

7. This agreement is without prejudice to the adjustment of accounts between the Government of the United Kingdom and the United States Army in respect of coal supplied from the British Zone of Germany for the use of the United States Forces in Austria during the period up to and including 31st December 1946, if it is subsequently agreed that such adjustment is necessary.

8. For the purposes of paragraph 2(a), 4, 6(a)(i) and 6(b) of this Agreement, the procurement of petroleum, oils and lubricants refers to the transfer of these products between the United States Army and the Government of the United Kingdom which took place throughout the world and were on a cash reimbursable basis, during the period from 2nd September 1945 up to and including 31st December 1946.

The following transfers or adjustments of petroleum, oils and lubricants, because they did not involve cash reimbursement, are excluded from this agreement:

(a) The adjustment of petroleum, oils and lubricants detailed in the Joint Memorandum of Agreement, Section VI signed in Washington on the 27th March 1946.

(b) Transfers during the various periods from 2 September 1945 established in connection with the United States/United Kingdom Equity Settlement dated 27th January 1947 between the Armed Services Petroleum Board and the Ministry of Fuel and Power.

Certain further transactions arising out of (a) and (b) above and involving cash payment are listed in Section 1 of Annex II to this Agreement and will be settled separately.

The following transfers or adjustments of petroleum, oils and lubricants, although they do involve cash reimbursement, are reserved for separate settlement:

(c) Transfers of petroleum, oils and lubricants by either Government to the other which are identified in the monthly "USFET Petroleum Status Reports" issued by the Armed Services Petroleum Board for the months from September 1945 to February 1946 inclusive; and similar transfers for the same period identified in British Bulk Petroleum Storage Records, unless otherwise claimed.

(d) The special transactions set out in Section 2 of Annex II to this Agreement.

9. This agreement excludes tort claims.

10. For the purposes of this agreement the procurement of services, supplies, utilities, facilities, goods and properties is deemed to have occurred on the date on which these services or goods were received by one Government or its agencies from the other Government or its agencies.

11. The provisions of this agreement apply to the United States Army Air Forces as well as to the United States Army and to claims by or against the Governments of the British Colonial Dependencies as well as to claims by or against the Government of the United Kingdom.

12. This agreement shall become effective upon signature.

Signed in duplicate this 18th day of June, nineteen hundred and forty eight.

For the Government of the United Kingdom of Great  
Britain and Northern Ireland

/s/ D. F. C. BLUNT  
Under-Secretary  
*H. M. Treasury*

For the Government of the United States of America

/s/ W. B. PALMER  
Brigadier General, G.S.C.,  
Director of Logistics,  
Headquarters, European Command,  
United States Army.

#### ANNEX I

1. Payments due to the Government of the United Kingdom by the United States Army within the terms of this agreement.

War Office	\$2,749,943.83
Air Ministry	470,082.37
Ministry of Civil Aviation	35,469.53
Ministry of Food	1,393.29
Ministry of Supply	796,009.82
Ministry of Transport	856.86
H. M. Stationery Office	17,776.38
General Post Office	34,683.26
Admiralty	8,447.86
Ministry of Information	2,028.32

TOTAL	\$4,116,691.57
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Claims by persons resident or carrying on business in the United Kingdom and Colonial Dependencies	106,222.43
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GRAND TOTAL	\$4,222,914.00
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2. Payments due to the United States Army within the terms of this agreement.

Cash reimbursable transactions Vouchers held by the United States Army (European Command)	\$ 655,681.62
Cash reimbursable transactions Vouchers held by the Department of the Army in Washington	395,943.00
Services rendered under United States Air Force contracts with French Nationals in North Africa	36,070.50
GRAND TOTAL	\$1,087,695.12

3. Net amount due to the Government of the United Kingdom by the United States Army.

Payments due to the Government of the United Kingdom	\$4,222,914.00
Payments due to the United States Army	1,087,695.12
Net amount due to the Government of the United Kingdom	<hr/> \$3,135,218.88

*Note on rates of exchange applicable*

Claims by the Government of the United Kingdom against the United States Army which are expressed and payable in sterling have been translated into dollars for the purposes of this agreement at the rate of one pound sterling equal to \$4.0325. Where the indebtedness of the United States Army falls to be discharged in a currency other than sterling under the provisions of the agreement dated 15th January 1947 between the United States Army and the Government of the United Kingdom, the local currency indebtedness of the United States Army has been translated into dollars for the purposes of this agreement at the rate of exchange ruling between that currency and the dollar on 31st May 1948.

ANNEX II

*Petroleum, Oils and Lubricants  
Excluded transfers or adjustments*

1. The following are the transactions arising out of paragraph 8 (a) and (b) of this agreement which will be settled separately:

(a) Stocks of petroleum, oils and lubricants handed over by the British Armed Forces to the United States Army in Iceland; and subsequent issues of petroleum, oils and lubricants to the United States Army in Iceland.

(b) Port dues on United States equity shipments from the United Kingdom.

(c) Deliveries of petroleum, oils and lubricants by non-American companies to the United States Army during the "pipeline period" in excess of the amounts specified under paragraph A2(a) of Section VI of the Agreement dated 27th March 1946.

(d) Adjustment for issues included in the Mediterranean Product Account up to 31st January 1946 and for issues included in the Italian Theater Monthly Accounts after the 31st January 1946.

2. The following are the special transactions referred to in paragraph 8(d) of this agreement:

(a) Issues of petroleum, oils and lubricants to the United States Army

in Norway, Denmark and the Azores from the 2nd September 1945 up to and including 31st December 1946.

(b) Issues of petroleum, oils and lubricants to the United States Army in Gibraltar from 2nd September 1945 up to and including 31st March 1947.

(c) Non-equity issues of petroleum, oils and lubricants to the United States Army in the United Kingdom from 2nd September 1945 up to and including 31st March 1947, and including settlement for containers.

(d) Issues of petroleum, oils and lubricants to the United Kingdom Government or its agencies by the United States Army in the United Kingdom from 2nd September 1945 up to and including 31st December 1946.

(e) Issues by either Government to the other of 100 octane in West Africa.

(f) Issues of petroleum, oils and lubricants to Japanese repatriation vessels.

(g) Fuel oil issues by British oil companies to the United States Army in India.

British Colonial Dependencies as referred to in paragraphs 2(b) and 6(a) (ii) of the agreement.

*East Africa*

Kenya  
Uganda  
Tanganyika (Mandated Territory)  
Northern Rhodesia  
Nyasaland  
British Somaliland  
Zanzibar

*Sudan*

(Anglo Egyptian Condominium)

*South Africa (High Commission Territories)*

Basutoland  
Bechuanaland  
Swaziland

*West Africa*

Gambia  
Goldcoast  
Nigeria  
Sierra Leone  
St. Helena (incl. Ascension Island)

*Eastern Dependencies*

Ceylon  
Hongkong  
Malaya (incl. Federation of Singapore and Strait Settlements)  
N. Borneo  
Brunei  
Sarawak  
Mauritius  
Seychelles  
Aden  
Maldivé Isle (Protectorate)

*Mediterranean*

Cyprus  
Gibraltar  
Malta  
Palestine (Mandate)

*West Indies and America*

Bahamas  
Barbados  
Bermuda  
B. Guiana  
B. Honduras  
Jamaica (incl. Turks and Caicos Isles and Cayman Isles)  
Leeward Isles  
Trinidad and Tobago  
Windward Isles (Grenada, St. Lucia, St. Vincent)  
Falkland Islands and Dependencies

*West Pacific*

Fiji  
West Pacific High Commission (Gilbert & Ellice Isles)  
B. Solomon Isles Protectorate  
Tonga  
New Hebrides (British French Condominion)

## ECONOMIC COOPERATION

*Agreement signed at London July 6, 1948, with annex*

*Entered into force July 6, 1948*

*Amended by agreements of January 3, 1950;<sup>1</sup> May 25, 1951;<sup>2</sup> February 25, 1953;<sup>3</sup> and June 26 and August 20, 1959<sup>4</sup>*

62 Stat. 2596; Treaties and Other  
International Acts Series 1795

### ECONOMIC CO-OPERATION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED KINGDOM

#### PREAMBLE

The Governments of the United States of America and of the United Kingdom of Great Britain and Northern Ireland:

Recognising 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;

Recognising 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 co-operation, open to all nations which co-operate 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 co-operation, 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 United Kingdom has joined with other like-minded nations in a Convention for European Economic Co-operation signed at Paris on 16th April, 1948,

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<sup>1</sup> 1 UST 184; TIAS 2036.

<sup>2</sup> 2 UST 1292; TIAS 2277.

<sup>3</sup> 4 UST 1528; TIAS 2815.

<sup>4</sup> 11 UST 2680; TIAS 4664.

under which the signatories of that Convention agreed to undertake as their immediate task the elaboration and execution of a joint recovery programme, and that the Government of the United Kingdom is a member of the Organisation for European Economic Co-operation 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 Co-operation Act of 1948,<sup>5</sup> providing for the furnishing of assistance by the United States of America to nations participating in a joint programme 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 the United Kingdom has already expressed its adherence to the purposes and policies of the Economic Co-operation 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 Co-operation Act of 1948, the receipt of such assistance by the United Kingdom, and the measures which the two Governments will take individually and together in furthering the recovery of the United Kingdom as an integral part of the joint programme for European recovery;

Have agreed as follows:

#### ARTICLE I

1. The Government of the United States of America undertakes to assist the United Kingdom, by making available to the Government of the United Kingdom or to any person, agency or organisation 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 Co-operation Act of 1948, acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Government of the United Kingdom only such commodities, services and other assistance as are authorised to be made available by such acts.

2. The Government of the United Kingdom, acting individually and through the Organisation for European Economic Co-operation, consistently with the Convention for European Economic Co-operation signed at Paris on the 16th April, 1948, will exert sustained efforts in common with other participating countries speedily to achieve through a joint recovery programme economic conditions in Europe essential to lasting peace and prosperity and to enable the countries of Europe participating in such a joint recovery programme to become independent of extraordinary outside eco-

<sup>5</sup> 62 Stat. 137.

conomic assistance within the period of this Agreement. The Government of the United Kingdom reaffirms its intention to take action to carry out the provisions of the General Obligations of the Convention for European Economic Co-operation, to continue to participate actively in the work of the Organisation for European Economic Co-operation, and to continue to adhere to the purposes and policies of the Economic Co-operation Act of 1948.

3. With respect to assistance furnished by the Government of the United States of America to the United Kingdom and procured from areas outside the United States of America, its territories and possessions, the Government of the United Kingdom will co-operate 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

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 United Kingdom 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 the United Kingdom 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 Organisation for European Economic Co-operation; and
- (iii) To the extent practicable, measures to locate, identify and put into appropriate use in furtherance of the joint programme for European recovery, assets, and earnings therefrom, which belong to nationals of the United Kingdom and which are situated within the United States of America, its territories or possessions; it being understood that 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 the United Kingdom 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 Organisation for European Economic Co-operation; 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 United Kingdom to be undertaken in substantial part with assistance made available pursuant to this Agreement, including whenever practicable projects for increased production of coal, steel, transportation facilities and food;

(c) To stabilise its currency, establish or maintain a valid rate of exchange, balance its Governmental budget, create or maintain internal financial stability, and generally restore or maintain confidence in its monetary system; and

(d) To co-operate 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 Co-operation, looking toward the full and effective use of manpower available in the participating countries, the Government of the United Kingdom will accord sympathetic consideration to proposals made in conjunction with the International Refugee Organisation directed to the largest practicable utilisation 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 United Kingdom will take the measures which it deems appropriate, and will co-operate 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 programme of European recovery.

### ARTICLE III

1. The two Governments will upon the request of either of them consult respecting projects in the United Kingdom 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 guarantees of currency transfer under Section 111(b)(3) of the Economic Co-operation Act of 1948.<sup>6</sup>

2. The Government of the United Kingdom agrees that if the Government of the United States of America makes payment in United States dollars to

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<sup>6</sup>For an understanding relating to art. III, para. 1, see agreement of May 25, 1951 (2 UST 1292; TIAS 2277).

any person under such a guaranty, any pounds sterling, or credits in pounds sterling, assigned or transferred to the Government of the United States of America pursuant to that section shall be recognised as property of the Government of the United States of America.<sup>7</sup>

#### ARTICLE IV

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 the United Kingdom will establish a special account in the Bank of England in the name of the Government of the United Kingdom (hereinafter called the Special Account) and will make deposits in pounds sterling to this account as follows:

(a) The unencumbered balances of the deposits made by the Government of the United Kingdom pursuant to the Exchange of Notes between the two Governments dated 30th April, 1948.<sup>8</sup>

(b) Amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services and technical information (including any cost of processing, storing, transporting, repairing or other services incident thereto) made available to the United Kingdom on a grant basis by any means authorised under the Economic Co-operation Act of 1948, less, however, the amount of the deposits made pursuant to the Exchange of Notes referred to in sub-paragraph (a). The Government of the United States of America shall from time to time notify the Government of the United Kingdom of the indicated dollar cost of any such commodities, services and technical information, and the Government of the United Kingdom will thereupon deposit in the Special Account a commensurate amount of pounds sterling computed at a rate of exchange which shall be the par value agreed at such time with the International Monetary Fund.<sup>9</sup>

The Government of the United Kingdom 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 Government of the United Kingdom of its requirements for administrative expenditures in pounds sterling within the United Kingdom incident to operations under the Economic Co-operation Act of 1948, and the Government of the United Kingdom will thereupon make such sums

<sup>7</sup> For an understanding relating to art. III, para. 2, see agreement of Jan. 3, 1950 (1 UST 184; TIAS 2036).

<sup>8</sup> Not printed here. For background, see *Department of State Bulletin*, May 23, 1948, p. 686.

<sup>9</sup> For an understanding relating to art. IV, para. 2(b), see agreement of Jan. 3, 1950 (1 UST 184; TIAS 2036).

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>10</sup> shall be allocated to the use of the Government of the United States of America for its expenditures in the United Kingdom, and sums made available pursuant to paragraph 3 of this Article shall first be charged to the amounts allocated under this paragraph.<sup>11</sup>

5. The Government of the United Kingdom will further make such sums of pounds sterling 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 Kingdom to the consignee's designated point of delivery in the United Kingdom of such relief supplies and packages as are referred to in Article VI.

6. The Government of the United Kingdom 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 the United Kingdom 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 stabilisation in the United Kingdom and for stimulating productive activity and international trade and the exploration for and development of new sources of wealth within the United Kingdom, including in particular:

(a) Expenditures upon projects or programmes, including those which are part of a comprehensive programme for the development of the productive capacity of the United Kingdom and the other participating countries, and projects or programmes the external costs of which are being covered by assistance rendered by the Government of the United States of America under the Economic Co-operation 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 Central Bank or other banking institutions.<sup>12</sup>

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<sup>10</sup> 62 Stat. 1054.

<sup>11</sup> For an understanding relating to art. IV, para. 4, see agreement of Jan. 3, 1950 (1 UST 184; TIAS 2036); for an amendment to art. IV, para. 4, see agreement of Feb. 25, 1953 (4 UST 1528; TIAS 2815).

<sup>12</sup> For an understanding relating to art. IV, para. 6, see agreement of May 25, 1951 (2 UST 1292; TIAS 2277).

7. Any unencumbered balance, other than unexpended amounts allocated under paragraph 4 of this Article, remaining in the Special Account on 30th June, 1952, shall be disposed of within the United Kingdom for such purposes as may hereafter be agreed between the Governments of the United States of America and the United Kingdom, 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

1. The Government of the United Kingdom will facilitate the transfer to the United States of America, for stockpiling or other purposes, of materials originating in the United Kingdom 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 United Kingdom after due regard for the reasonable requirements of the United Kingdom for domestic use and commercial export of such materials. The Government of the United Kingdom 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 Kingdom, and the removal of any hindrances to the transfer of such materials to the United States of America. The Government of the United Kingdom 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. Recognising 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 United Kingdom 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 United Kingdom 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 United Kingdom, (*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 United Kingdom, and, (*c*) an agreed schedule of increased production of such mate-

rials where practicable in the United Kingdom 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 United Kingdom, when so requested by the Government of the United States of America, will co-operate, wherever appropriate, to further the objectives of paragraphs 1 and 2 of this Article in respect of materials originating outside the United Kingdom.

#### ARTICLE VI

1. The Government of the United Kingdom will co-operate 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 United Kingdom 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 Kingdom 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 Kingdom.

#### ARTICLE VII

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 United Kingdom 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 United Kingdom:

(a) Detailed information of projects, programmes and measures proposed or adopted by the Government of the United Kingdom to carry out the provisions of this Agreement and of the General Obligations of the Convention for European Economic Co-operation;

(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 Organisation for European Economic Co-operation, which the Government of the United States of America may need to determine the nature and scope of operations under the Economic Co-operation Act of 1948, and to evaluate the effectiveness of assistance furnished or

contemplated under this Agreement and generally the progress of the joint recovery programme.

3. The Government of the United Kingdom will assist the Government of the United States of America to obtain the information, relating to the materials originating in the United Kingdom referred to in Article V, which is necessary to the formulation and execution of the arrangements provided for in that Article.

#### ARTICLE VIII

1. The Governments of the United States of America and the United Kingdom recognise that it is in their mutual interest that full publicity be given to the objectives and progress of the joint programme for European recovery and of the actions taken in furtherance of that programme, and that wide dissemination of information on the progress of the programme 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 programme.

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 United Kingdom will encourage the dissemination of such information both directly and in co-operation with the Organisation for European Economic Co-operation. 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 Organisation for European Economic Co-operation with full information on the progress of the programme for economic recovery.

4. The Government of the United Kingdom will make public in the United Kingdom 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

1. The Government of the United Kingdom agrees to receive a Special Mission for Economic Co-operation which will discharge the responsibilities of the Government of the United States of America in the United Kingdom under this Agreement.

2. The Government of the United Kingdom will, upon appropriate notification from the Ambassador of the United States of America in the United Kingdom, consider the Special Mission and its personnel, and the United States Special Representative in Europe, as part of the Embassy of the United States of America in the United Kingdom for the purpose of enjoying

the privileges and immunities accorded to that Embassy and its personnel of comparable rank. The Government of the United Kingdom will further accord appropriate courtesies to the members and staff of the Joint Committee on Foreign Economic Co-operation 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 the United Kingdom, directly and through its representatives on the Organisation for European Economic Co-operation, will extend full co-operation 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 co-operation 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

1. The Governments of the United States of America and the United Kingdom 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 3rd April, 1948, by the other Government and affecting the property or interest of such national, including contracts with or concessions granted by duly authorised authorities of such other Government. 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 its declaration accepting the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court,<sup>13</sup> and shall remain in force as to each Government on a basis of reciprocity until 14th August, 1951, and thereafter for such period as the declarations of such acceptance by both Governments are in effect, but not later than the date of termination of this Agreement. 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.

2. The Governments of the United States of America and the United Kingdom 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

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<sup>13</sup> TIAS 993, *ante*, vol. 3, p. 1186.

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

As used in this agreement :

(a) "The United Kingdom" means the United Kingdom of Great Britain and Northern Ireland and any territory to which this Agreement shall have been extended under the provisions of Article XII.

(b) The term "participating country" means (i) any country which signed the Report of the Committee of European Co-operation at Paris on 22nd September, 1947, and any territories for which it has international responsibility and to which the Economic Co-operation 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; provided that, and for so long as, such country is a party to the Convention for European Economic Co-operation and adheres to a joint programme for European recovery designed to accomplish the purposes of this Agreement.

(c) The expression "nationals of the United Kingdom" shall mean British subjects belonging to, and companies and associations incorporated under the laws of, the United Kingdom or any territory to which this Agreement shall have been extended under Article XII.

#### ARTICLE XII

This Agreement shall, on the part of the Government of the United Kingdom, extend to the United Kingdom of Great Britain and Northern Ireland, to the territories specified in the schedule attached hereto, and to any other territories (being territories for whose international relations the Government of the United Kingdom is responsible) from the date on which the Government of the United Kingdom notifies the Government of the United States of America of the extension of the Agreement to them.<sup>14</sup> Nothing in the

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<sup>14</sup> The agreement was made applicable to the following territories from the dates indicated: Leeward Islands (except for art. IV), Federation of Malaya, North Borneo, Falkland Islands, Sarawak, and Northern Rhodesia (July 20, 1948); British Honduras (Sept. 7, 1948); British Guiana, British Somaliland, Jamaica (except for art. IV), and Trinidad (except for art. IV) (Mar. 17, 1949); Southern Rhodesia (May 10, 1949); Barbados (except for art. IV) and Brunei (Oct. 26, 1949); Federation of Rhodesia and Nyasaland (Nov. 5, 1954); and Channel Islands and Isle of Man (Jan. 15, 1955).

For an understanding regarding application of the agreement to The West Indies (except for art. IV), see agreement of June 26 and Aug. 20, 1959 (11 UST 2680; TIAS 4664).

Agreement shall be construed as imposing any obligation contrary to the terms of a Trusteeship Agreement in force in relation to any territory.

#### *Schedule*

Aden, Bahamas, Cyprus, Falkland Islands, Fiji and Western Pacific High Commission territories (excluding Tonga and New Hebrides), Gambia, Gibraltar, Gold Coast, Hong Kong, Kenya, Malta, Mauritius, Nigeria, Nyasaland, St. Helena and Dependencies, Seychelles, Sierra Leone, Singapore, Tanganyika, Uganda, Windward Islands, Zanzibar.

### ARTICLE XIII

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 30th June, 1953, and, unless at least six months before 30th June, 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 the 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 the 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 the Agreement. Subject to the provisions of paragraph 3 of this Article, the Agreement shall then 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 United Kingdom 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 30th June, 1953.

3. Subsidiary agreements and arrangements negotiated pursuant to this Agreement may remain in force beyond the date of termination of the 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 pounds sterling required to be deposited in accordance with its terms have been disposed of as provided in that Article. Paragraph 2 of Article III shall remain in effect for so long as the guarantee

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 authorised for the purpose, have signed the present Agreement.

DONE in London, in duplicate, this 6th day of July, 1948.

LEWIS W. DOUGLAS

ERNEST BEVIN

#### ANNEX

#### INTERPRETATIVE NOTES

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 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 the United Kingdom 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 United Kingdom 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 Organisation,<sup>15</sup> in the event that stockpiles are liquidated.

6. It is understood that it should not be assumed from paragraph 2 of Article VI that the existing facilities extended by the United Kingdom to relief goods and packages are inadequate.

7. It is understood that the Government of the United Kingdom 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 discussion.

9. 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>15</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 London July 6, 1948*

*Entered into force July 6, 1948*

*Expired in accordance with its terms*

62 Stat. 2941; Treaties and Other  
International Acts Series 1835

*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*London, July 6, 1948*

No: 2582

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 the United Kingdom and to confirm the understanding reached as a result of these conversations as follows:

1. For such time as either the Government of the United States of America or the Government of the United Kingdom of Great Britain and Northern Ireland participates in the occupation or control of any areas in Western Germany or the Free Territory of Trieste, the other Government will apply to the merchandise trade of such area the provisions of the General Agreement on Tariffs and Trade, dated October 30, 1947,<sup>1</sup> as now or hereafter amended, relating to most-favored-nation treatment.

2. The undertaking in paragraph 1, above, will apply on the part of the Government of the United States of America or the Government of the United Kingdom of Great Britain and Northern Ireland 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 the United States of America or the United Kingdom of Great Britain and Northern Ireland, respectively.

3. The undertakings in paragraphs 1 and 2, above, are entered into in the light of the absence at the present time of effective or significant tariff barriers

<sup>1</sup> TIAS 1700, *ante*, vol. 4, p. 639.

to imports into the areas herein concerned. If 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>2</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 referred to in paragraph 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 paragraph 1 for the Government of the United Kingdom to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of the United Kingdom 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, Sir, the renewed assurances of my highest consideration.

LEWIS W. DOUGLAS

The Right Honorable

ERNEST BEVIN, M.P.,

*Secretary of State for Foreign Affairs,*

*The Foreign Office,*

*Whitehall, S.W.1.*

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*The Secretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE,

S. W. 1.

6th July, 1948

YOUR EXCELLENCY,

I have the honour to refer to the conversations which have recently taken place between representatives of our two Governments relating to the terri-

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<sup>2</sup> Unperfected; for excerpts, see *A Decade of American Foreign Policy, 1941-49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

torial application of commercial arrangements between the United States of America and the United Kingdom and to confirm the understanding reached as a result of these conversations as follows:

[For text of understanding, see numbered paragraphs of U.S. note, above.]

I have the honour to be, with the highest consideration,  
Your Excellency's obedient Servant,

ERNEST BEVIN

His Excellency  
The Honourable  
LEWIS W. DOUGLAS,  
*etc., etc., etc.,*  
*1, Grosvenor Square,*  
*W. 1.*

# LEND-LEASE SETTLEMENT: JOINT INSTALLATIONS IN MIDDLE EAST

*Agreement signed at Washington July 12, 1948, with appendixes  
Entered into force July 12, 1948*

62 Stat. 2027; Treaties and Other  
International Acts Series 1769

## AGREEMENT RELATING TO SETTLEMENT OF THE INTERESTS OF THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF THE UNITED KINGDOM IN JOINT INSTALLATIONS IN THE MIDDLE EAST

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to respectively as the United States and the United Kingdom), having consulted together in accordance with subparagraph 3 (b) of the Agreement on Lend-Lease and Reciprocal Aid Installations (Agreement VII) of March 27, 1946<sup>1</sup> regarding the disposal of installations in which the two Governments have a joint interest in the Middle East (defined as the areas listed in Appendix A hereto), hereby agree that the interests of the two Governments in the proceeds of disposal of such installations shall be discharged in accordance with the following conditions:

### I. Disposals Prior to November 1, 1947

A. The United States will pay to the United Kingdom the net balance of,

- (1) amounts due from the United States to the United Kingdom as a result of disposals by the United States, *less*,
- (2) amounts due from the United Kingdom to the United States as a result of disposals by the United Kingdom.

B. Amounts due from the United States to the United Kingdom as a result of disposals by the United States are agreed, in accordance with figures set forth in Appendix B hereto, to aggregate a total of \$1,420,000 (as expressed in United States dollars).

C. Amounts due from the United Kingdom to the United States as a result of disposals by the United Kingdom shall be determined by an accounting statement to be furnished by the United Kingdom to the United States. It is agreed that these amounts shall be those portions of the proceeds realized by

<sup>1</sup> TIAS 1509, *ante*, p. 777.

the United Kingdom from the disposal of each installation which are proportional to the United States lend-lease interest in the installation. These amounts will include the United States lend-lease share of proceeds realized from the sale as stores by the Directorate of Hirings and Disposals (Fixed Assets) of articles removed from installations. There shall be no deductions for administrative or any other expenses involved in disposals.

D. The manner and terms of payment of the net balance due under Paragraph I. A hereof will be agreed between the two Governments when the net balance has been determined. It is now contemplated that this net balance will be paid by any of the following methods:

- (1) offset against obligations of the United Kingdom to the United States under this Agreement or under similar arrangements;
- (2) payment in the several local currencies concerned; or
- (3) payment in Egyptian pounds.

E. This Agreement does not affect any possible claim of the United Kingdom to an interest in the proceeds received by the United States from the disposal of the airfields in the Sudan known as El-Fasher, El-Geneina, and Wadi-Saidna.

## II. Disposals on or after November 1, 1947

### A. Disposals by the United States

(1) The United States will pay to the United Kingdom the United Kingdom share, proportionate to the United Kingdom interest in each installation, of the proceeds arising from disposal of installations in which the total United Kingdom interest is ten per cent or more. Payment will be made quarterly in the currencies received. No payment will be made from proceeds arising from the disposal of installations in which the total United Kingdom interest is less than ten per cent.

(2) Proceeds as referred to in Paragraph II.A(1) hereof are the total sums realized, less any reinstatement charges which the United States is required to incur under the terms of land-hirings. There shall be no deductions for administrative or any other expenses involved in disposals.

(3) The respective interests of the two Governments in integrated petroleum installations in the Sudan which are under United States control, and which will be disposed of by the United States, are set forth in Appendix C hereto. These are the only joint installations remaining under United States control as of the date of this Agreement.

### B. Disposals by the United Kingdom

(1) The United Kingdom will pay to the United States the United States share, proportionate to the United States interest in each installation, of the proceeds arising from disposal of installations in which the total United States interest is ten per cent or more. Payment will be made quarterly in the currencies received, unless the currency received is United Kingdom sterling, in

which case payment will be made in the currency of the country in which the installation is situated. No payment will be made from proceeds arising from the disposal of installations in which the total United States interest is less than ten per cent.

(2) Proceeds as referred to in Paragraph II.B(1) hereof are the total sums realized, less reinstatement charges which the United Kingdom is required to incur under the terms of land-hirings. There shall be no deductions for administrative or any other expenses involved in disposals.

(3) The respective interests of the two Governments in installations formerly under United States control, and as of the date of this Agreement under United Kingdom control, are set forth in Appendix D hereto.

(4) A list of all installations unsold as of November 1, 1947, other than those set forth in Appendices C and D hereto, whether or not such installations have been declared surplus, will be prepared by the United Kingdom and submitted to the United States for attachment to this Agreement as soon as the respective interests of the two Governments in such installations have been assessed. For the purpose of such assessment, the United States lend-lease interest shall be deemed to be (a) five per cent of the total cost of construction of an installation wherein a lend-lease contribution to such construction exists and (b) the value of lend-lease articles installed in the installation, deducting therefrom the value of lend-lease articles removed on or after November 1, 1947 from such installations for military use by the United Kingdom or for disposal by the British Surplus Disposals Mission under the provisions of the Middle East Stores Agreement of January 7, 1948. The total lend-lease interest as thus calculated will be expressed as a percentage of the total cost of the installation and payment shall be governed by the provisions of Paragraph II.B(1) hereof.

(5) The United Kingdom may dispose of any installations under British control to which the provisions of this Agreement apply by sale or otherwise, either as installations or separately as stores and structures, without reference to the United States, except that if the joint installations in Eritrea are not disposed of prior to the termination of the British Military Administration in that country, the United Kingdom shall consult the United States as to subsequent disposal.

C. In respect to disposals by either Government, proceeds arising from disposals of articles affixed to installations and sold as part of installations or removed therefrom and sold as stores shall be deemed to be proceeds arising from disposals of installations and shall be divided between the two Governments on the basis of their respective interests in the installations as provided in Paragraphs II.A and II.B hereof, except that proceeds arising from disposal of articles removed from installations and sold as stores by the British Surplus Disposals Mission in Egypt and Iraq shall be subject to the provisions of the Middle East Stores Agreement of January 7, 1948. The provisions of this paragraph supersede, as from November 1, 1947, the provisions of the

Agreement of June 19, 1946 <sup>2</sup> between the British Middle East Office and the Office of the Foreign Liquidation Commissioner of the Department of State.

D. This Agreement shall not apply to the interests of the two Governments in petroleum installations described in Annex X and Annex XI to the Agreement Relating to Petroleum (Agreement VI) of March 27, 1946.<sup>3</sup>

### III. Miscellaneous Provisions

A. A list of installations formerly under United States control and now under United Kingdom control from which the installed plant was sold by the United States is attached as Appendix E. The United Kingdom has no claim to any of the proceeds of the disposal of such plant, notwithstanding the provisions of Paragraph II.C hereof. The United States has no claim to any proceeds of the disposal of the residual installations.

B. To the extent that provisions of this Agreement are inconsistent with the provisions of any related previous agreements or arrangements between the two Governments, the provisions of this Agreement shall prevail. To the extent that they are not inconsistent with the provisions of this Agreement, any and all previous agreements and arrangements between the two Governments remain in full force and effect.

C. This Agreement shall be effective on the date of signature.

DONE at Washington in duplicate this twelfth day of July, 1948.

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 United Kingdom of Great Britain and Northern Ireland:

OLIVER S. FRANKS

*His Majesty's Ambassador Extraordinary and  
Plenipotentiary to the United States of America*

### APPENDIX A

Egypt	Saudi Arabia
Iraq	Yemen
Palestine	Sudan
Transjordan	Syria
Aden	Lebanon
Cyprus	Kuweit
Dodecanese	Bahrein
Cyrenaica	Kenya
Eritrea	

<sup>2</sup> Not printed.

<sup>3</sup> TIAS 1509, *ante*, p. 765.

APPENDIX B  
INSTALLATIONS SOLD BY U.S. GOVERNMENT (PRIOR TO NOVEMBER 1, 1947)

Name of Installation	COST		Per Cent		PROCEEDS		Currency
	Total	U.S.	U.K.	U.S.	U.K.	U.K. Share	
Camp Huckstep	12,911,755	8,626,690	4,285,065	67	33	3,873,526	Pounds Egypt.
Payne Field	4,982,928	4,614,218	368,710	93	7	none	—
A. M. E. T. H. Q.	489,875	356,918	132,957	73	27	none	—
Ataka (U.S. part only)	437,680	419,414	18,266	96	4	none**	—
Mombasa (Kenya)	264,003	264,003	none	100	0	4-668	Pounds Egypt.
Nairobi (Kenya)	168,073	127,978	40,095	76	24	none	E. Afr. Shil.
Benghazi Airfield & AACS.	1,002,546	845,954	156,592	84	16	40,000	E. Afr. Shil.
Salala, S. Arabia (U.S. element only)	386,873	338,546	48,327	88	12	87,578	Pounds Pal.
						21,370	Indian Rps.
						2,564***	

(All figures in U.S. Dollars)

\* Adjusted for railroad extra claim.

\*\* Built on leased land and abandoned to owner.

\*\*\* Residual installation returned to U.K.

## APPENDIX C

PETROLEUM INSTALLATIONS IN SUDAN STILL HELD BY U.S.  
NOVEMBER 1, 1947

Name of Installation	Total	COST	U.K.	Per Cent	
		U.S.		U.S.	U.K.
El Obeid	259,941	217,260	42,681	84	16
Khartoum City	193,136	141,168	51,968	73	27
Port Sudan	487,627	415,540	72,087	85	15

(All figures in U.S. Dollars)

## APPENDIX D

INSTALLATIONS FORMERLY UNDER U.S. CONTROL, HELD BY BRITISH  
PENDING DISPOSAL

Name of Installation	Total	COST	U.K.	Per Cent	
		U.S.		U.S.	U.K.
Sheikh Othman, Aden	1,472,862	1,117,637	355,225	76	24
Deversoir, Egypt	2,408,033	429,227	1,978,806	18	82
Asmara, Eritrea	742,723	576,183	166,540	78	22
Decamere, Eritrea	259,368	71,589	187,779	28	72
Ghinda Camp & Amm. Depot, Er.	3,676,775	2,426,564	1,250,211	66	34
Gura, Eritrea	1,908,838	364,545*	1,544,293	19	81
Mai Habara, Eritrea	1,147,304	800,472	346,832	70	30
Massawa Naval Base & Port	12,274,100	5,907,846	6,366,254	48	52
Masirah Island, S. Arabia	551,721	418,038	133,683	76	24

(All figures in U.S. Dollars)

\*The plant originally installed was dismantled and removed to India. This figure represents the residual element

## APPENDIX E

INSTALLATIONS FROM WHICH U.S. PLANT REMOVED AND RESIDUAL  
ELEMENT HANDED OVER TO U.K.:

Name of Installation	} No U.S. interest in residual element.
Can Plant No. 1 (Shubra), Egypt	
Can Plant No. 2 (Shubra), Egypt	
Can Plant No. 3 (Alex.), Egypt	
Can Plant No. 4 (Alex.), Egypt	
Tin Plant "U", Nefisha, Egypt	
Tin Plant "X", Stagni, Egypt	
Tin Plant "Z", Haifa, Palestine	
Can Plant No. 5, Tel Litwinsky, Pal.	

# SETTLEMENT OF LEND-LEASE, RECIPROCAL AID, AND INTERGOVERNMENTAL CLAIMS

*Agreement signed at Washington July 12, 1948*  
*Entered into force July 12, 1948*

62 Stat. 2034; Treaties and Other  
International Acts Series 1770

## AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES AND THE GOVERNMENT OF THE UNITED KINGDOM REGARDING SETTLEMENT OF LEND-LEASE AND RECIPROCAL AID ACCOUNTS AND INTERGOVERN- MENTAL CLAIMS

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland have reached agreement as set forth below regarding settlement of lend-lease and reciprocal aid accounts and certain financial claims of each Government against the other. This Agreement modifies and supplements the specific agreements between the two Governments signed on March 27, 1946,<sup>1</sup> which implemented the Joint Statement of December 6, 1945<sup>2</sup> regarding settlement for lend-lease, reciprocal aid, surplus war property, and claims.

### 1. Offsetting Arrangement

The two Governments agree that the net amount to be paid by the Government of the United Kingdom to the Government of the United States in final discharge of the obligations of each Government to the other under the Agreement on Lend-Lease and Reciprocal Aid Pipelines and Offsetting Arrangement (Agreement I of March 27, 1946) and under this Agreement is \$90,446,911. This amount replaces the estimate of \$118,000,000 used in paragraph 3(a) of the Joint Statement of December 6, 1945 and in Section E of Agreement I of March 27, 1946. It is derived from the following figures which are final and not subject to amendment.

<sup>1</sup> TIAS 1509, *ante*, p. 745.

<sup>2</sup> TIAS 1509, *ante*, p. 700.

(a) <u>Payments due to the Government of the United States from the Government of the United Kingdom</u>	
(i) Lend-Lease pipeline articles and services	\$234,040,131
(ii) Net balance of claims settled by this Agreement	4,095,000
<b>TOTAL</b>	<b>\$238,135,131</b>
(b) <u>Payments due to the Government of the United Kingdom from the Government of the United States</u>	
(i) Reciprocal aid pipeline articles and services	\$ 93,418,220
(ii) Balance owing under the Agreement Relating to Tort Claims (Agreement IX of March 27, 1946)	1,250,000
(iii) Net sum owing under the Agreement on Settlement of Intergovernmental Claims (Agreement II of March 27, 1946)	53,020,000
<b>TOTAL</b>	<b>\$147,688,220</b>
(c) <u>Balance due to the Government of the United States</u>	\$ 90,446,911

## 2. Terms of Payment

In accordance with the provisions of the Joint Statement of December 6, 1945 and the Agreement on Lend-Lease and Reciprocal Aid Pipelines and Offsetting Arrangement (Agreement I) of March 27, 1946, the amount set forth in the first sentence of numbered paragraph 1 above will be paid on the same terms as those specified in the Financial Agreement of December 6, 1945 for the discharge of the credit provided therein.

## 3. Military Holdings

The Agreement Relating to Military Holdings (Agreement IV) of March 27, 1946 set forth certain mutual obligations of the two Governments in respect to lend-lease and reciprocal aid articles held by the Armed Forces of the United Kingdom and the United States respectively. The provisions of that Agreement remain in effect except for the following specific modifications set forth in subparagraphs (a), (b) and (c) below, which have been agreed in consideration of the other provisions of this Agreement.

(a) The Government of the United States relinquishes its right to the proceeds of any retransfers of lend-lease articles to third governments for military use (under paragraph 6 of Agreement IV) to which it has not yet given consent but may give consent after the date of this Agreement. The terms of settlement for such articles shall be at the full discretion of the Government of the United Kingdom.

(b) The Government of the United States relinquishes its rights, in respect to lend-lease articles which have been or are to be disposed of for civilian use outside the United Kingdom and British Colonial Dependencies (under paragraph 7 of Agreement IV),

- (i) to be offered the return of such articles,
- (ii) to grant or withhold approval of such disposal, except in respect to articles (other than those rendered, prior to disposal, unfit for military use) defined as arms, ammunition, and implements of war by Proclamation number 2776 issued by the President of the United States on March 26, 1948, 13 Federal Register 1623, March 27, 1948, and
- (iii) to any further proceeds of such disposal, except as has already been provided for by the Middle East Stores Disposal Agreement of January 7, 1948,<sup>3</sup>

to the extent that these rights have not already been exercised.

(c) The Government of the United States relinquishes its right, in respect to lend-lease articles disposed of for scrap (paragraph 8 of Agreement IV), to any further payment for net proceeds of such disposals not already received and not provided for by the Middle East Stores Disposal Agreement of January 7, 1948.

#### 4. Specific Claims Accepted for Offset

During the course of the negotiations leading to this Agreement, representatives of the two Governments have discussed certain claims of each Government against the other, with the objective of arriving at as comprehensive a settlement as possible. The following claims were accepted by the Governments of the United States and the United Kingdom respectively for offset in this settlement and computed in the amounts indicated below in arriving at the net balance set forth in item (a) (ii) of numbered paragraph 1 above:

#### (a) Claims by the Government of the United States accepted by the Government of the United Kingdom

(i) Lend-lease interest in fixed assets in Iran disposed of by the United Kingdom	\$ 650, 000
(ii) Rentals of equipment to the Anglo-Iranian Oil Company since September 2, 1945	47, 000
(iii) Disposal of lend-lease uniform shorts in Kenya	285, 000
(iv) Sales of tires in the Middle East by the United Kingdom Commercial Company	130, 000
(v) Freight charges, ineligible for lend-lease, on transportation of United Kingdom Commercial Company supplies	1, 078, 000

<sup>3</sup> TIAS 1698, *ante*, p. 843.

(vi)	Lend-lease rubber retransferred to Finland	\$ 261,000
(vii)	Lend-lease rescue boats	300,000
(viii)	Financial interest in lend-lease military holdings of the British forces in Germany	5,000,000
(ix)	Financial interest in lend-lease military holdings of the British forces, global, except Germany and the Middle East (to the extent covered by the Agreement of January 7, 1948)	2,000,000
(x)	Supplies eligible for reciprocal aid	124,000
(xi)	Miscellaneous Middle East accounts	384,000
(xii)	Lend-lease airfield equipment	13,000
	<b>TOTAL</b>	<b>\$10,272,000</b>

(b) Claims by the Government of the United Kingdom accepted by the Government of the United States

(i)	Non-reciprocal aid area disbursements prior to December 31, 1945	\$ 109,000
(ii)	Balance due on sales of trucks in the Middle East	733,000
(iii)	Balance due on Mediterranean area obligations	2,578,000
(iv)	Reconditioning and reconversion of KPM Line ships	400,000
(v)	Services to British ships eligible for lend-lease	120,000
(vi)	Reciprocal aid interest in fixed assets in Iran disposed of by the United States	650,000
(vii)	Overpayments on lend-lease diversions and cost of guarding installations in East Africa	48,000
(viii)	Post-reciprocal aid diesel oil	793,000
(ix)	Transportation of equipment	43,000
(x)	Reciprocal aid interest in oil sold in Turkey, October 1945	65,000
(xi)	Miscellaneous European theatre claims	268,000
(xii)	Aircraft engines	300,000
(xiii)	Transportation and storage charges eligible for lend-lease	70,000
	<b>TOTAL</b>	<b>\$6,177,000</b>

5. Specific Claims Waived

During the course of negotiations leading to this Agreement, the following claims were considered by representatives of the two Governments and were not accepted for offset, but, in consideration of the other provisions of this Agreement, are to be regarded as taken into account and waived under numbered paragraph 7 hereof:

(a) Claims presented by the Government of the United States

(i) Diversions of lend-lease military holdings for use in East Africa groundnut production project reported to date, about	\$ 600, 000
(ii) Fuel oil and subsistence provided to Royal Navy before September 2, 1945	23, 000
(iii) Additional surcharge on lend-lease machine tools	293, 000
(iv) Freights on coal transported to French North Africa	undetermined
(v) Diversions of lend-lease stores in British Somaliland	undetermined
(vi) Lend-lease interest in oil drums sold by the United Kingdom in the Middle East	undetermined
(vii) Rentals of equipment to Anglo-Iranian Oil Company before September 2, 1945	undetermined

(b) Claims presented by the Government of the United Kingdom

(i) Refund of ocean freight on insulation board	\$ 199, 000
(ii) Repairs to ships in Rio	183, 000
(iii) Freights on coal transported to French North Africa	962, 000
(iv) Oil drums furnished to the United States forces in Europe	undetermined
(v) Stores and services furnished in the Middle East	387, 000
(vi) Reconditioning of SS TJIBIDAK, SS KURIMARAU, SS TUNG SONG, and SS TEMARA	88, 000
(vii) Salvage services, cargo of SS BELLO	16, 000

6. Claims Excluded

The following types of claims between the two Governments are not covered by this Agreement and will be dealt with in accordance with procedures already established or to be established.

(a) Claims of and against the United States Maritime Commission, including those in which the United States Maritime Commission is the ultimate beneficiary or is ultimately liable, except as otherwise specified in this Agreement.

(b) Claims of and against the Reconstruction Finance Corporation and its subsidiaries.

(c) Claims of and against the Commodity Credit Corporation, except lend-lease claims.

(d) Claims arising out of the operation of the Cairo-Suez pipeline.

(e) Claims arising out of the so-called Tripartite Agreement of May 6, 1942<sup>4</sup> between the Governments of the United States, the United Kingdom,

<sup>4</sup> Not printed.

and Norway, and the so-called Quadripartite Agreements of 1942 <sup>5</sup> and 1943 <sup>5</sup> between the Governments of the United States, the United Kingdom, and Norway, and the original charterers of a number of tankers.

### 7. General Waiver of Claims

(a) The two Governments hereby agree that all financial claims whatsoever of each Government against the other which

- (i) have arisen or may hereafter arise out of lend-lease or reciprocal aid, or
- (ii) otherwise have arisen or may hereafter arise out of incidents or transactions occurring on or after September 3, 1939 and prior to September 2, 1945 connected with or incidental to the conduct of World War II, which are not otherwise dealt with in this Agreement or in the Agreements of March 27, 1946 are hereby waived, notwithstanding paragraph 4 of the Agreement on Settlement of Intergovernmental Claims (Agreement II), whether or not the liability for payment was acknowledged and the method of computation mutually agreed.

(b) The two Governments hereby agree that all financial claims whatsoever of each Government against the other which have arisen or may hereafter arise out of the furnishing of supplies and services by the Armed Forces of either Government to the other during the period from September 2, 1945 to December 31, 1945 inclusive are settled under the offsetting arrangements set forth in this Agreement, as was contemplated in the provisions of Agreement I of March 27, 1946.

(c) The two Governments hereby agree that all financial claims whatsoever of the United States Army (including the Air Force) against the Government of the United Kingdom which have arisen or may hereafter arise out of the furnishing of supplies and services during the period from January 1, 1946 to March 1, 1946 inclusive are hereby waived.

### 8. Miscellaneous Provisions

(a) To the extent that provisions of this Agreement are inconsistent with any provisions of the specific agreements (Agreements I-IX) of March 27, 1946, or any other related previous agreements or arrangements between the two Governments, the provisions of this Agreement shall prevail. The specific agreements of March 27, 1946 and any other previous agreements or arrangements between the two Governments, except in so far as they are not consistent with the provisions of this Agreement, shall remain in full force and effect.

(b) The provisions of this Agreement apply to the British Colonial De-

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<sup>5</sup> Not printed.

pendencies and their Governments as well as to the Government of the United Kingdom.

(c) Nothing in this Agreement affects the obligations of the Government of the United Kingdom in connection with silver transferred under lend-lease.

(d) This Agreement shall take effect upon signature.

DONE at Washington in duplicate this twelfth day of July 1948.

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 United Kingdom of Great Britain and Northern Ireland:

OLIVER S. FRANKS

*His Majesty's Ambassador Extraordinary and  
Plenipotentiary to the United States of America*

## FINANCING OF EDUCATIONAL EXCHANGE PROGRAM

*Agreement and exchange of notes signed at London September 22, 1948*

*Entered into force September 22, 1948*

*Amended by agreement of February 25 and March 5, 1949*<sup>1</sup>

*Supplemented by agreements of January 20, 1950;*<sup>2</sup> *October 22, 1952;*<sup>3</sup>

*June 15, 1954;*<sup>4</sup> *May 23, 1955;*<sup>5</sup> *and September 22, 1958*<sup>6</sup>

*Terminated by agreement of May 10, 1965*<sup>7</sup>

62 Stat. 3577; Treaties and Other  
International Acts Series 1870

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE USE OF FUNDS MADE AVAILABLE IN ACCORDANCE WITH THE TERMS OF THE JOINT STATEMENT REGARDING SETTLEMENT FOR LEND-LEASE, RECIPROCAL AID, SURPLUS WAR PROPERTY AND CLAIMS MADE BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND OF 6TH DECEMBER 1945

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland,

Desiring to promote further mutual understanding between the peoples of the United States and of the United Kingdom and the Colonial Dependencies by a wider exchange of knowledge and professional talents;

Considering that Section 32 (b) of the United States Surplus Property Act of 1944, as amended by Public Law No. 584, 79th Congress,<sup>8</sup> provides that the Secretary of State of the United States may enter into an agreement for certain educational activities with any foreign government for the use

<sup>1</sup> TIAS 1916, *post*, p. 931.

<sup>2</sup> 1 UST 279; TIAS 2051.

<sup>3</sup> 3 UST 5156; TIAS 2709.

<sup>4</sup> 5 UST 1355; TIAS 3002.

<sup>5</sup> 6 UST 2075; TIAS 3276.

<sup>6</sup> 9 UST 1263; TIAS 4114.

<sup>7</sup> 16 UST 758; TIAS 5806.

<sup>8</sup> 60 Stat. 754.

of currencies or credits for currencies of such foreign government acquired as a result of surplus property disposals; and

Considering that paragraph 6 of the Joint Statement Regarding Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property and Claims made by the Government of the United States and the Government of the United Kingdom on 6th December, 1945<sup>9</sup> (hereinafter designated "the Joint Statement"), provides for acquisition by the Government of the United States from the Government of the United Kingdom of a sum in pounds sterling to an aggregate dollar value not in excess of \$50,000,000 for the purpose, *inter alia*, of carrying out educational programmes in accordance with agreements to be concluded between the two Governments;

Having accordingly agreed as follows:

#### ARTICLE 1

(a) There shall be established a joint Commission to be known as the United States Educational Commission in the United Kingdom (hereinafter designated "the Commission"), which shall be recognised by the Government of the United States and the Government of the United Kingdom as an organisation created and established to facilitate the administration of the educational programme to be financed by funds made available by the Government of the United Kingdom in accordance with the terms of the present Agreement.

(b) Except as provided in Article 5 hereof, the Commission in the exercise of its powers under the present Agreement shall be exempt from the domestic and local laws of the United States so far as they relate to the use and expenditure of currencies and credits for currencies.

#### ARTICLE 2

(a) Pursuant to the provisions of paragraph 6 of the Joint Statement, the Government of the United Kingdom, within 30 days from the date of signature of the present Agreement, shall make funds available for the purposes of the present Agreement by deposit in the United Kingdom in the name of the Treasurer of the United States a sum in pounds sterling equivalent to the sum of \$1,000,000 in United States currency.<sup>10</sup>

(b) The rate of exchange to be used in determining the sum in pounds sterling to be so deposited shall be the rate which, on the day of deposit, is available to the Government of the United States for its diplomatic and other similar official expenditures in the United Kingdom.

(c) The funds made available by the Government of the United Kingdom under paragraph (a) of this Article (hereinafter designated "the funds") shall be placed at the disposal of the Commission as required for the pur-

<sup>9</sup> TIAS 1509, *ante*, p. 700.

<sup>10</sup> For an understanding relating to art. 2, para. (a), see exchange of notes, p. 910.

poses of the present Agreement by deposit in the United Kingdom in the name of the Treasurer of the Commission, or of such other employee of the Commission as it shall designate, in accounts with one or more banks to be selected by the Secretary of State of the United States.

(d) The funds shall be regarded in the United Kingdom as the property of a foreign government.

### ARTICLE 3

Subject to the provisions of the present Agreement, the funds shall be used by the Commission for the purposes of—

(a) financing studies, research, instruction, and other educational activities of or for citizens of the United States in schools and institutions of higher learning located in the United Kingdom or the Colonial Dependencies or of the citizens of the United Kingdom and Colonies 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 incidental to scholastic activities; or

(b) furnishing transportation for citizens of the United Kingdom and Colonies 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 an opportunity to attend such schools and institutions;

provided, however, that as regards expenditure on travel or education abroad the transfer of funds by the Commission shall be subject to the foreign exchange regulations in force from time to time in the United Kingdom or to such special conditions as may be agreed between the Commission and the United Kingdom authorities.

The attendance of citizens of the United States at schools and institutions of higher learning located in the United Kingdom or the Colonial Dependencies shall not deprive citizens of the United Kingdom and Colonies of an opportunity to attend such schools and institutions.

### ARTICLE 4

The Commission may exercise all powers necessary for carrying out the above-mentioned purposes, including the following:

(a) Subject to the provisions of Articles 5 and 6, authorise the disbursement of the funds and the making of grants and advances therefrom.

(b) Plan, adopt, and carry out programmes.

(c) Recommend to the Board of Foreign Scholarships, provided for in the United States Surplus Property Act of 1944 as amended, students, teachers, professors, research scholars, resident in the United Kingdom or the Colonial

Dependencies, and institutions of the United Kingdom or the Colonial Dependencies qualified in the opinion of the Commission to participate in the programmes in accordance with the aforesaid Act.

(d) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programmes as it may deem necessary.

(e) Provide for periodic audits of the accounts of the Commission as directed by auditors selected by the Secretary of State of the United States.

(f) Engage an Executive Officer, administrative and clerical staff and fix and authorize the payment of salaries and wages thereof out of the funds.

#### ARTICLE 5

All expenditures authorized by the Commission shall be made in accordance with budgets to be approved by the Secretary of State of the United States pursuant to such regulations as he may prescribe.

#### ARTICLE 6

The Commission shall not authorize any commitments or create any obligation in excess of the part of the funds actually placed at its disposal at the time of the authorization.

#### ARTICLE 7 <sup>11</sup>

(a) The Commission shall consist of twelve members, seven of whom shall be citizens of the United States, five of whom shall be citizens of the United Kingdom and Colonies.

(b) Of the citizens of the United States a minimum of three shall be officers of the United States Foreign Service establishment in the United Kingdom.

(c) The principal officer in charge of the Diplomatic Mission of the United States to the United Kingdom (hereinafter designated the "Chief of Mission") shall be Honorary Chairman of the Commission.

#### ARTICLE 8 <sup>11</sup>

(a) The Chief of Mission shall have the power of appointment and removal of the United States citizens on the Commission.

(b) The members of the Commission who are citizens of the United Kingdom and Colonies shall be nominated by the Chief of Mission from a list of names submitted to him by the Government of the United Kingdom, and shall be appointed by the Secretary of State for Foreign Affairs of the United Kingdom.

(c) The members of the Commission shall serve from the time of their

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<sup>11</sup> For amendments to arts. 7 and 8, see agreement of Feb. 25 and Mar. 5, 1949 (TIAS 1916), *post*, p. 931.

appointment until one year from the following 31st December and shall be eligible for reappointment.

(*d*) Vacancies by reason of resignations, transfers or permanent residence outside of the United Kingdom or the Colonial Dependencies, expiration of terms of service, or otherwise, shall be filled in accordance with the procedure provided in paragraphs (*a*) and (*b*) of this Article.

#### ARTICLE 9

The members of the Commission shall serve without compensation, but the Commission may authorize the payment of necessary expenses of members in attending meetings of the Commission.

#### ARTICLE 10

The Commission shall adopt such rules and appoint such committees as it shall deem necessary for the conduct of the affairs of the Commission. All rules adopted by the Commission shall become effective upon approval by the Secretary of State of the United States and the Secretary of State for Foreign Affairs of the United Kingdom.

#### ARTICLE 11

Reports acceptable in form and content to the Secretary of State of the United States and to the Secretary of State for Foreign Affairs of the United Kingdom shall be made annually on the activities of the Commission to the Secretary of State of the United States and the Government of the United Kingdom.

#### ARTICLE 12

The principal office of the Commission shall be in London; but the 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 officers or staff of the Commission may be carried on at such places as may be approved by the Commission.

#### ARTICLE 13

The Executive Officer shall be responsible for the direction and supervision of the programmes and activities of the Commission in accordance with the resolutions and directives of the Commission.

#### ARTICLE 14

In the present Agreement:

(*a*) The term "Secretary of State of the United States," wherever used, 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 designated by him to act in his behalf;

(b) The term "United Kingdom" shall mean the United Kingdom of Great Britain and Northern Ireland, and the term "Colonial Dependencies" shall mean the territories to which the present Agreement may have been extended under Article 17; and

(c) The term "citizens of the United Kingdom and Colonies" shall mean (i) citizens of the United Kingdom and Colonies as defined in legislation in force in the United Kingdom from time to time, and (ii) other persons belonging to the Colonial Dependencies.

#### ARTICLE 15

The present Agreement shall be reviewed by representatives of the contracting Governments before 31st December, 1951, and may be amended at any time by exchange of notes between the contracting Governments.

#### ARTICLE 16

The present Agreement shall come into force upon the date of signature.

#### ARTICLE 17

(a) The Government of the United Kingdom may at the time of signature or at any time thereafter by notification given to the Government of the United States declare that the present Agreement shall extend to any of the territories for whose international relations it is responsible, and the Agreement shall, from the date of receipt of the notification, or from such other date as may be specified in the notification, extend to the territories named therein.

(b) The Government of the United Kingdom at any time may by notification given to the Government of the United States declare that the Agreement shall cease to extend to any territory named in the notification, and the Agreement shall from the date of receipt of the notification, or from such other date as may be specified therein, cease to extend to such territory.

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed the present Agreement.

Done at London in duplicate, this 22nd day of September, 1948.

For the Government of the United States of America:  
DON C. BLISS

For the Government of the United Kingdom of Great  
Britain and Northern Ireland:  
ERNEST BEVIN

## EXCHANGE OF NOTES

*The American Chargé d'Affaires to the Secretary of State for Foreign Affairs*

September 22, 1948

London

SIR,

I have the honor to propose that, notwithstanding Paragraph (A) [a] of Article 2 of the Agreement signed this day between our two governments providing for the establishment of the United States Educational Commission in the United Kingdom in pursuance of certain of the provisions of Paragraph 6 of the Joint Statement regarding settlement for Lend-Lease, Reciprocal Aid, Surplus War Property and Claims made by our two governments on the 6th. December, 1945, deposit of the total sum in sterling mentioned in that paragraph shall be made by the government of the United Kingdom of Great Britain and Northern Ireland in such amounts and at such times during the currency of the Agreement as the Government of the United States may request.

If the government of the United Kingdom are prepared to accept this proposal, I have the honor to suggest that the present note and your reply shall be regarded as placing their acceptance on record.

I have the honor to be, Sir,

Your most obedient servant,

DON C. BLISS,  
*Chargé d'Affaires*

The Rt. Hon. ERNEST BEVIN, M. P.,  
*H. M. Secretary of State for Foreign Affairs,*  
*Foreign Office,*  
*London.*

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*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires*

FOREIGN OFFICE

S. W. 1.

22nd September, 1948

SIR,

In your note of today's date you proposed that, notwithstanding paragraph (a) of Article 2 of the Agreement signed this day between our two Governments providing for the establishment of the United States Educational Commission in the United Kingdom in pursuance of certain of the provisions of paragraph 6 of the Joint Statement regarding Settlement for Lend-Lease, Reciprocal Aid, Surplus War Property and Claims made by

our two Governments on the 6th December, 1945, deposit of the total sum in sterling mentioned in that paragraph shall be made by the Government of the United Kingdom of Great Britain and Northern Ireland in such amounts and at such times during the currency of the Agreement as the Government of the United States may request.

2. In reply I have the honour to state that the Government of the United Kingdom accept this proposal, and agree to regard your note and this reply as placing their acceptance on record.

I have the honour to be, with high consideration, Sir,

Your obedient Servant,

ERNEST BEVIN

Mr. DON C. BLISS, Jr.

*etc., etc., etc.,*

*1 Grosvenor Square,*

*W. 1.*

## ALLOCATIONS OF FERROUS SCRAP FOR EXPORT

*Exchange of notes at Washington September 30, 1948, with text of memorandum*

*Entered into force September 30, 1948*

*Modified by agreement of July 1, 1949<sup>1</sup>*

*Terminated upon fulfillment of its terms*

62 Stat. 3598; Treaties and Other  
International Acts Series 1874

*The British Ambassador to the Acting Secretary of State*

BRITISH EMBASSY,

WASHINGTON, D.C.

*September 30th, 1948*

No. 518  
Ref. 1652/152/48

SIR,

I have the honour to refer to the discussions which have taken place between representatives of His Majesty's Government in the United Kingdom and the Government of the United States of America on the subject of ferrous scrap exports, and to inform you that the matters agreed upon in the course of these discussions have received the approval of my Government. These matters are set forth in the following Memorandum:

### MEMORANDUM ON FERROUS SCRAP

#### I. Proposal to OEEC Countries on Allocation Machinery

A proposal will be put before the members of the Organization of European Economic Cooperation that an ad hoc Committee be established in Paris consisting of representatives of OEEC members and the United States as a full member. It is proposed that this Committee, although outside the jurisdiction of the OEEC Council, should work in close cooperation with it and its committees. The functions of the Committee shall be to make recommendations to the Governments of the countries participating in the OEEC, including the Bizonal Area of Germany and the French Zone, on the distribution of scrap exports from those countries. Final decisions with respect

<sup>1</sup> TIAS 1956, *post*, p. 941.

to exports will be made, however, by the Governments of the exporting countries. In the Bizonal Area decisions will be made by the U.S. and U.K. Military Governors, subject to the provisions of Article III of this Agreement.

## II. Instructions to Military Governors

Identical instructions shall be sent to the U.S. and U.K. Military Governors in Germany as follows:

1. It is the desire of the Governments of the United States and United Kingdom that the total collection and export of scrap from the Bizonal Area, after providing for the legitimate requirements of the German steel industry, be maximized.

### *Initial Authorizations Outside of Future Allocations*

2. The existing authorization (approved May 13, 1948) of 600,000 tons (namely 200,000 tons to the United States, 300,000 tons to the United Kingdom and 100,000 tons to other countries) is confirmed.

3. In addition there will be the following supplementary authorizations:

(a) 100,000 tons to the United States, to bring the United States share to parity with the above-mentioned United Kingdom share of 300,000 tons;

(b) 75,000 tons to the United Kingdom as a final shipment of booty scrap without payment;

(c) 75,000 tons to the United States, to correspond to (b) above, but not free of payment.

4. The above total authorizations of 375,000 tons to the United States, 375,000 tons to the United Kingdom and 100,000 tons to other countries shall not be charged to future allocations, and the two Military Governors shall implement these authorizations immediately.

### *Export Availabilities from Bizonal Area*

5. The U.S. and U.K. Military Governors shall inform the ad hoc Committee, promptly after its establishment and from time to time thereafter, of the anticipated volume of scrap exports from the Bizonal Area. It is hoped that this figure for the year ending October 1, 1949, will be 1,000,000 tons or more, over and above the 850,000 tons authorized above outside of future allocations.

### *Interim Authorizations Chargeable against Future Allocations*

6. As an advance against contemplated early allocations within the framework of the regular allocating procedure, there shall also be authorized a further 125,000 tons to the United States, 125,000 tons to the United Kingdom and 125,000 tons to other countries, such quantities to be charged against future allocations. The two Military Governors shall also implement these authorizations immediately.

7. In the event that no recommendation is made by the ad hoc Committee before October 31, 1948, further interim authorizations shall be made on that date and on the last day of each month thereafter in the ratio of 2-2-1 for the United States, United Kingdom and other countries respectively, until such time as the regular allocation procedure is in operation.

#### *Implementation of Allocations*

8. In implementing this Agreement, the U.S. and U.K. Military Governors shall determine among other matters:

(a) whether to implement allocations by control over contracts or control over exports or both;

(b) whether, if control over exports is adopted, the Joint Export-Import Agency may approve contracts within agreed limitations in excess of the total outstanding allocations of any country;

(c) whether, in appropriate cases, contracts shall provide for delivery of scrap within specified short periods in order to prevent undue tying up of allocations in individual long-term contracts;

(d) whether and in what manner to instruct JEIA to take precautions to satisfy itself as to the competence of contracting parties to implement the terms of the contract.

#### *Effective Date of Foregoing Authorizations*

9. All scrap exported subsequent to the date of this Agreement shall be charged against the foregoing authorizations.

#### *Booty Scrap*

10. There shall be no further exports of booty scrap after the date of this Agreement except for the 75,000 tons authorized under paragraph II 3(b) above.

#### *Price*

11. The price of scrap with appropriate differentials for loading points, quality of scrap, etc., shall be uniform for all foreign buyers, and shall be set from time to time by the U.S. and U.K. Military Governors under such procedures as they may establish.<sup>2</sup>

#### *Special Measures*

12. If the U.S. and U.K. Military Governors consider that adequate quantities of exportable scrap cannot be obtained without special measures, they are authorized to approve the recovery of scrap by such measures. Scrap recovery under such arrangements, if approved, may be outside regular allocations but subject to such special allocations as the U.S. and U.K. Military Governors may determine after consultation with the ad hoc Committee.

<sup>2</sup> For a modification of para. 11, see agreement of July 1, 1949 (TIAS 1956), *post*, p. 941.

*Direct Recovery of Scrap*

13. Nothing in this Agreement shall preclude operations by non-German organizations for the recovery of scrap from disarmament and other sources not readily accessible to German scrap merchants provided such operations are carried on in a manner acceptable to the U.S. and U.K. Military Governors and that all recoveries of scrap (other than the 75,000 tons of booty scrap mentioned above) are paid for at prices established by the U.S. and U.K. Military Governors and are within either the regular or the special allocations determined by the U.S. and U.K. Military Governors.

*U.S.-U.K. Scrap Control Authority*

14. The U.S. and U.K. Military Governors shall set up a U.S.-U.K. scrap control authority in which each shall appoint a coordinator to supervise and control the collection and export of ferrous scrap. This control authority shall be subject, through whatever organization the Military Governors may determine, to the jurisdiction of the Bipartite Board.

III. Reservation of Fusion Agreement

Nothing in this Agreement shall be deemed to modify the arrangements set forth in the Fusion Agreement of December 2, 1946<sup>3</sup> as amended by the Agreement of December 17, 1947.<sup>4</sup> Questions which may arise with respect to scrap exports under the present Agreement will be resolved as contemplated in paragraph 5 of the Agreement of December 17, 1947, having regard also to the provisions of paragraph 3(a) of the latter Agreement.

Upon receipt of a note from you indicating your Government's approval of the terms of the above Memorandum, my Government will consider that this note and your reply constitute an Agreement between the two Governments effective from the date of your reply.

I avail myself of this opportunity to renew to you the assurance of my highest consideration.

OLIVER FRANKS

The Honourable

ROBERT A. LOVETT,

*Acting Secretary of State,*

*United States Department of State,  
Washington, D.C.*

<sup>3</sup> TIAS 1575, *ante*, p. 800.

<sup>4</sup> TIAS 1689, *ante*, p. 833.

*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*September 30, 1948*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 518 of September 30, 1948 proposing that an Agreement be entered into between the Government of the United States of America and His Majesty's Government in the United Kingdom on the subject of ferrous scrap exports. The terms of the proposed Agreement are set forth in the following Memorandum:

[For text of memorandum, see British note, above.]

This proposal and the foregoing Memorandum are acceptable to the Government of the United States of America. As proposed in Your Excellency's note, therefore, your note and the present reply are regarded as constituting an Agreement between the two Governments, effective on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT A. LOVETT

*Acting Secretary of State*

His Excellency

The Right Honorable

Sir OLIVER SHEWELL FRANKS, K.C.B., C.B.E.,  
*British Ambassador.*

## WAIVER OF VISAS AND VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at London November 9 and 12, 1948*  
*Entered into force November 12, 1948*

62 Stat. 3824; Treaties and Other  
International Acts Series 1926

*The Minister of State for Foreign Affairs to the American  
Chargé d'Affaires ad interim*

FOREIGN OFFICE, S. W. 1.  
9th November, 1948

No. UR 7266/6229/G

SIR,

I have the honour to inform you that, with a view to facilitating the movement of citizens of the United States of America to this country, His Majesty's Government in the United Kingdom are prepared to abolish the visa requirement for United States citizens travelling to the United Kingdom.

2. Accordingly, on and after the 12th November, United States citizens will be free to travel from any place whatever to the United Kingdom of Great Britain and Northern Ireland without the necessity of obtaining a visa, provided that they are furnished with valid United States passports. The competent British officials are being instructed in this sense, and it is proposed to release to the Press a joint Foreign Office and Home Office announcement on the same date. I should be grateful if, on the American side, any announcement of this news could be similarly delayed, so as to allow time for the new procedure to be introduced smoothly.

3. You will appreciate that the abolition of the visa requirement does not exempt United States citizens coming to the United Kingdom from the necessity of complying with the laws and regulations of the United Kingdom concerning the entry, residence (temporary or permanent) and employment or occupation of foreigners, and travellers who are unable to satisfy the immigration authorities that they comply with these laws and regulations are liable to be refused leave to enter or land.

4. I am conveying this information to you in the confident belief that the action we are taking will be for the mutual benefit of our two countries. I would at the same time express the hope of His Majesty's Government that,

as a measure of reciprocity, the United States Government will give the greatest possible relief from United States visa charges and formalities to British subjects who are *bona fide* non-immigrants within the meaning of the immigration laws of the United States.

I have the honour to be with high consideration, Sir,  
Your obedient Servant,

(For Mr. McNeil)

ROGER MAKINS

Mr. JULIUS C. HOLMES,  
*etc., etc., etc.,*  
1, Grosvenor Square,  
W. 1.

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*The American Chargé d'Affaires ad interim to the Minister  
of State for Foreign Affairs*

AMERICAN EMBASSY  
London, November 12, 1948

No. 3496

SIR:

I have the honor to acknowledge, with deep appreciation, the receipt of your note, No. UR 7266/6229/G, dated November 9, 1948, informing me that His Majesty's Government in the United Kingdom has decided, effective November 12, 1948, to abolish the visa requirement for United States citizens travelling to the United Kingdom.

The Department of State was informed immediately upon receipt of the note under reference, of this gracious gesture of His Majesty's Government, and the Embassy has now been notified that the United States Government—effective November 12—will grant to British subjects resident in the United Kingdom, in possession of valid British passports, who are eligible to enter the United States as *bona fide* non-immigrants, gratis passport visas, and in cases of temporary visitors, such visas may be made valid for entries over a period of 24 months, provided the passport concerned remains valid for that period. The same arrangement will be put into effect outside the United Kingdom for British subjects proceeding to the United States as temporary visitors, who are resident within the United Kingdom, but who

are temporarily absent therefrom, as soon as American Diplomatic and Consular officers can be notified.

Accept, Sir, the renewed assurances of my highest consideration.

JULIUS C. HOLMES

The Right Honorable  
H. McNEIL, M.P.,  
*Minister of State,*  
*Foreign Office,*  
*London, S.W. 1*

## RELIEF ASSISTANCE

*Exchange of notes at London December 1, 1948*

*Entered into force December 1, 1948; paragraphs 3 and 4 operative "so far as practicable" from April 3, 1948*

*Amended by agreement of February 23 and April 7, 1951 <sup>1</sup>*

*Terminated April 30, 1951, by agreement of June 1, 1951 <sup>2</sup>*

62 Stat. 3798; Treaties and Other  
International Acts Series 1909

*The American Chargé d'Affaires ad interim and the Minister of the Economic Cooperation Administration to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY, LONDON

No. 3625

*December 1, 1948*

SIR:

We have the honor to propose that for the purpose of giving effect to Article VI, paragraph 2, read with Article IV, paragraph 5, of the Economic Cooperation Agreement between the Governments of the United Kingdom of Great Britain and Northern Ireland and the United States of America signed on July 6, 1948 <sup>3</sup> (hereinafter referred to as the Economic Cooperation Agreement), an agreement shall be made between the Governments of the United Kingdom and the United States in the following terms:

### *Paragraph 1*

The Government of the United Kingdom shall accord duty-free treatment on entry into the United Kingdom 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 charitable organizations including United Kingdom branches of these agencies which have been or hereafter shall be approved by the Government of the United Kingdom.

<sup>1</sup> 3 UST 2940; TIAS 2473.

<sup>2</sup> 3 UST 2943; TIAS 2474.

<sup>3</sup> TIAS 1795, *ante*, p. 874.

(b) Relief packages originating in the United States and sent by parcel post or commercial channels addressed to an individual residing in the United Kingdom whether packed privately 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 the United Kingdom.

#### *Paragraph 2*

For the purposes of this Agreement:

(a) "relief goods" shall not include tobacco, cigars, cigarettes, or alcoholic liquors;

(b) "relief packages" shall not include goods other than foodstuffs, discarded apparel, medical supplies, or soap, and shall not exceed 22 lbs. gross weight; and

(c) "standard packs" shall contain only such articles which qualify under ECA regulations and are approved by the Government of the United Kingdom.

#### *Paragraph 3<sup>4</sup>*

Transportation charges (as defined in paragraph 5 of Article IV of the Economic Cooperation Agreement) in the United Kingdom on "relief goods", "relief packages", and "standard packs", which comply with the provisions of paragraphs 1 and 2 above, shall be defrayed as follows:

(a) The amount of terminal charges for shipments which are sent by United States parcel post addressed to individuals in the United Kingdom shall be computed by the United Kingdom postal services in the manner now or hereafter provided by the applicable agreements. Such charges shall be reimbursed to the United Kingdom postal service out of the special account provided for in Article IV of the Economic Cooperation Agreement (hereinafter referred to as the special account) and no claim for such charges shall be made against the United States.

(b) With respect to shipments which are originally despatched from the United States by any regular established commercial channels and forwarded in the United Kingdom by an approved agent of the shipper to the addressee by United Kingdom parcel post for delivery as parcels originating in the United Kingdom, such parcels not exceeding 15 lbs. gross weight shall be accepted by United Kingdom parcel post services without payment of postal charges by such agent. The United Kingdom postal service shall be reimbursed for postal charges on such parcels out of the special account upon

<sup>4</sup> For an amendment to para. 3, see agreement of Feb. 23 and Apr. 7, 1951 (3 UST 2940; TIAS 2473).

presentation of adequate documentation. Parcels exceeding 15 lbs. but not exceeding 22 lbs. gross weight are covered by sub-paragraph (c) of this paragraph.

(c) With respect to shipments which are originally despatched from the United States by any commercial channel and forwarded in the United Kingdom by an approved agent of the shipper to the addressee by United Kingdom carrier, the United Kingdom shall reimburse such agent or United Kingdom carrier, as the case may be, out of the special account upon presentation of adequate documentation.

(d) With respect to any charges incidental to transportation which may be incurred by an agent of a shipper under sub-paragraphs (b) and (c) of this paragraph, other than parcel post charges and carrier charges, such approved agent shall be reimbursed by the Government of the United Kingdom out of the special account upon presentation of adequate documentation.

#### *Paragraph 4*

The Government of the United Kingdom shall make payments out of the special account for the purposes mentioned in paragraph 3 above, and shall submit to the ECA Mission in the United Kingdom with a copy to the Controller, ECA Washington, monthly statements of the amounts so expended in form satisfactory to the Government of the United Kingdom and the said Mission, provided that each such statement shall at least show total weight carried and charges therefor, and adjustments shall be made to the special account if shown to be required by ECA audit.

#### *Paragraph 5*

So far as practicable effect shall be given to paragraphs 3 and 4 as though they had come into force on April 3, 1948.

#### *Paragraph 6*

(a) The present Agreement shall, on the part of the Government of the United Kingdom, apply to the United Kingdom of Great Britain and Northern Ireland, and to any other territories (including the Channel Islands) for whose international relations the Government of the United Kingdom is responsible to which it may be extended by a notification addressed by the Government of the United Kingdom to the Government of the United States from the date on which such notification is received by the Government of the United States.

(b) Nothing in the present Agreement shall be construed as imposing any obligation contrary to the terms of a Trusteeship Agreement in force in relation to any such territory.

(c) For the purposes of the present Agreement the term "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland (excluding the Channel Islands) and any territory to which the present

Agreement shall have been extended under sub-paragraph (a) of this paragraph and in respect of which such extension has not ceased in accordance with paragraph 7 (c).

*Paragraph 7*

(a) The present Agreement shall come into force immediately. Subject to the provisions of sub-paragraphs (b) and (c) of this paragraph and to such modification as may be agreed upon between the competent authorities of the Governments of the United States and the United Kingdom, it shall remain in force for the same period as the Economic Cooperation Agreement.

(b) The present Agreement may be terminated by six months' notice given in writing by either party to the other at any time.

(c) The Government of the United Kingdom shall have the right by giving six months' notice in writing to the Government of the United States to terminate the application of this Agreement to any territory named in such notice to which it has been extended under sub-paragraph (a) of paragraph 6 hereof.

2. If the above proposal is acceptable to the Government of the United Kingdom we have the honor further to propose that this note and your reply to that effect shall constitute an Agreement on the above terms between the two Governments.

Accept, Sir, the renewed assurances of our highest consideration.

J. C. HOLMES  
THOMAS K. FINLETTER

The Right Honorable ERNEST BEVIN, M.P.,  
*Secretary of State for Foreign Affairs,*  
*Foreign Office, S.W. 1.*

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*The Secretary of State for Foreign Affairs to the American Ambassador  
and the Minister of the Economic Cooperation Administration*

FOREIGN OFFICE, S. W. 1.  
*1st December, 1948*

GENTLEMEN,

I have the honour to acknowledge the receipt of your Note of the 1st December, 1948, the text of which is as follows:

[For text of U.S. note, see above.]

2. The terms set out in the Note are acceptable to the Government of the United Kingdom and I have the honour to confirm that your note and

this reply shall constitute an Agreement between the two Governments on the above terms.

I have the honour to be, with the highest consideration,  
Your obedient Servant,

(For the Secretary of State)  
C. P. MAYHEW

His Excellency  
the Honourable  
LEWIS W. DOUGLAS,  
*etc., etc., etc.*

Mr. THOMAS K. FINLETTER,  
*etc., etc., etc.*  
*1, Grosvenor Square,*  
*W. 1.*

# ECONOMIC FUSION OF AMERICAN AND BRITISH ZONES OF OCCUPATION IN GERMANY

*Exchange of notes at Washington December 31, 1948, extending agree-  
ment of December 2, 1946, as amended*

*Entered into force December 31, 1948*

*Expired March 31, 1949*

62 Stat. 3645; Treaties and Other  
International Acts Series 1883

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.  
*December 31, 1948*

Ref. 90/137/48  
12442

SIR,

I have the honour to refer to the discussions which have taken place between His Majesty's Government in the United Kingdom and the Government of the United States of America on the subject of the extension of the Agreement between the two Governments concerning the British and American Zones of Occupation in Germany.

His Majesty's Government has had under consideration the obligation assumed by the United States Government and His Majesty's Government in the United Kingdom under paragraph 11(b) of the revised Fusion Agreement signed at Washington on December 17, 1947,<sup>1</sup> to consult together before December 1, 1948 to consider the terms and conditions of a new agreement.

His Majesty's Government had hoped that it would be possible to replace the existing Fusion Agreement on January 1, 1949 by a new Agreement to which the French Government would be a party, providing for the economic fusion of the Three Western Zones of Occupation. It now seems clear, however, that until the new arrangements relating to Germany arising out of the six-power talks held last spring in London have matured, it would be desirable to extend the terms of the Bizonal Agreement, as amended, rather than attempt to negotiate a new agreement to include France. His Majesty's Government believe that extension of the agreement for a three-months'

<sup>1</sup> TIAS 1689, *ante*, p. 833.

period with the understanding that it can sooner be terminated by mutual agreement, is a more practical arrangement in the circumstances than an attempt to conclude a Trizonal Fusion Agreement at this time.

In these circumstances, I have the honour to submit the following proposals for the consideration of the United States Government:

(A) The Fusion Agreement,<sup>2</sup> as amended by the Agreement signed in Washington on December 17, 1947, shall be extended to March 31, 1949, unless sooner terminated by mutual agreement or by the conclusion of a Trizonal Fusion Agreement. The two Governments shall consult together before March 1, 1949, to consider the terms and conditions of a new agreement for a further period.

(B) During the period for which the existing Fusion Agreement is extended, His Majesty's Government will continue their contribution of supplies and services to Germany at the existing basic rate of 17½ million pounds per annum (approximately the equivalent of 70 million dollars).

(C) Separate discussions will take place as to the nature of goods and services to be provided by His Majesty's Government for the first three months of 1949, if as a result of seasonal or other factors it proves impossible or difficult to supply precisely one-quarter of the quantities of the goods and services specified in the Annex to the Agreement of December 17, 1947, amending the Fusion Agreement.

(D) As soon as possible the Joint Export-Import Agency shall enter into negotiations with representatives of His Majesty's Government of the nature indicated in paragraph 3(a) of the Agreement of December 17, 1947, amending the Fusion Agreement.

(E) Provisions of the Fusion Agreement as amended relating to Joint Foreign Exchange Agency Accounts shall be applicable to such accounts transferred to the Bank Deutscher Laender.

Should these proposals commend themselves to the United States Government, I have the honour to suggest that this note and your reply should constitute an Agreement between our two Governments.

I avail myself of this opportunity to renew to you the assurance of my highest consideration,

OLIVER FRANKS

The Honourable

GEORGE C. MARSHALL,

*Secretary of State,*

*United States Department of State,  
Washington, D.C.*

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<sup>2</sup> Agreement signed at New York Dec. 2, 1946 (TIAS 1575, *ante*, p. 800).

*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*Dec 31 1948*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, the terms of which are as follows:

[For text of British note, see above.]

In reply, I have the honor to inform your Excellency that the Government of the United States accepts the proposals set forth in your note and, in accordance with the suggestion contained therein, your Excellency's note and this reply will be regarded as constituting an Agreement between our two Governments in this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT A. LOVETT

*Acting Secretary of State*

His Excellency

The Right Honorable

Sir OLIVER SHEWELL FRANKS, K.C.B., C.B.E.,

*British Ambassador*

## CUSTOMS PRIVILEGES FOR FOREIGN SERVICE PERSONNEL

*Exchange of notes at Washington February 16, 1949*  
*Entered into force February 16, 1949*

Department of State files

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY

WASHINGTON, D.C.

16th February, 1949

No. 76  
541/20/49

SIR:

With reference to the Convention regulating the position of consular officers between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland signed this day,<sup>1</sup> I have the honour to refer to the terms of Article 14, which provide for exemption from taxes and duties imposed upon, or by reason of, importation in respect of articles required exclusively for the use of a consular officer or employee and members of their families.

2. It will be noted that Article 14 provides only for free importation of articles by a consular officer or employee himself, whether on first or subsequent arrival at his post, or by consignment to him at his post. His Majesty's Government in the United Kingdom are aware that under an arrangement, the terms of which were communicated orally to the United States Embassy in London in July, 1941, it was agreed that certain articles required for use of the staff of the Embassy might be imported in bulk free from customs duties and supplied to the staff through the Embassy. It is understood that the benefit of these arrangements is, at present, in the United Kingdom, extended to Consuls-General, Consuls and Vice-Consuls of the United States and other employees of the United States provided that they are permanent and pensionable employees of the United States Government and are United States citizens not engaged in any private occupation for gain.

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<sup>1</sup> Unperfected; for text, see S. Ex. A, 81st Cong., 2d sess.

3. I desire to inform you that His Majesty's Government in the United Kingdom do not consider that it would be appropriate that provisions should be included in the Convention to give formal effect to this understanding. I have nevertheless the honour to inform you that His Majesty's Government are prepared to agree to the continuance of the existing arrangements on the understanding that the facilities for the duty-free importation apply only to food-stuffs, together with minor toilet and consumable household articles for everyday use excluding tobacco and alcoholic beverages, and that the use of these facilities is confined to the diplomatic staff of the United States Embassy, and to United States consular officers and other employees of the United States on official duty in the United Kingdom of Great Britain and Northern Ireland, provided that they possess the qualifications specified in paragraph (4) of Article 13 of the Convention. Moreover, whilst it is not the intention of His Majesty's Government to terminate this arrangement, they reserve the right, which they possess under the arrangement of 1941, at any time, after consultation with the appropriate officials of the United States Embassy, to discontinue it in whole or in part by written notice allowing reasonable time to dispose of current supplies. It is, however, accepted by His Majesty's Government that this arrangement stands outside the Convention signed today, and that the provisions of Article 14 of the Convention shall not be interpreted as precluding this arrangement.

4. This note and your reply of the same date in a similar sense shall be regarded as placing on record the understanding arrived at in this matter.

I avail myself of this opportunity to renew to you the assurance of my highest consideration,

OLIVER FRANKS

The Honourable

DEAN ACHESON,

*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*February 16, 1949*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of this date in which, with reference to Article 14 of the Consular Convention between the United States of America and the United Kingdom of Great Britain

and Northern Ireland, signed at Washington today, February 16, 1949, the understanding and position of His Majesty's Government in the United Kingdom are set forth with respect to the continuing extension in the United Kingdom to United States Consuls General, Consuls, and Vice Consuls of the benefit of arrangements, as communicated orally to the United States Embassy in London in July 1941, respecting the importation in bulk, free from customs duties, of certain articles required for the use of, and supplied to, the staff of the Embassy.

It is noted that, although it is considered by His Majesty's Government in the United Kingdom that it would not be appropriate to include in the Consular Convention provisions to give formal effect to these arrangements,

"His Majesty's Government in the United Kingdom are prepared to agree to the continuance of the existing arrangements on the understanding that the facilities for the duty-free importation apply only to foodstuffs, together with minor toilet and consumable household articles for every-day use, excluding tobacco and alcoholic beverages, and that the use of these facilities is confined to the diplomatic staff of the United States Embassy, and to the United States Consular officers and other employees of the United States on official duty in the United Kingdom of Great Britain and Northern Ireland, provided that they possess the qualifications specified in paragraph 4 of Article 13 of the Convention."

It is noted also that, while it is not the intention of His Majesty's Government to terminate this arrangement,

"they reserve the right which they possess under the arrangement of 1941 at any time, after consultation with the appropriate officials of the United States Embassy, to discontinue it, in whole or in part, by written notice, allowing reasonable time to dispose of current supplies",

and further that it is

"accepted by His Majesty's Government that the arrangement stands outside the Convention signed today, and that the provisions of Article 14 of the Convention shall not be interpreted as precluding this arrangement."

Your Excellency's note and this reply shall be regarded by the Government of the United States of America as placing on record the understanding arrived at in regard to this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

His Excellency

Sir OLIVER SHEWELL FRANKS, K.C.B., C.B.E.,  
*British Ambassador.*

## FINANCING OF EDUCATIONAL EXCHANGE PROGRAM

*Exchange of notes at London February 25 and March 5, 1949, amending agreement of September 22, 1948*

*Entered into force March 5, 1949*

*Terminated by agreement of May 10, 1965*<sup>1</sup>

63 Stat. 2413; Treaties and Other  
International Acts Series 1916

*The American Ambassador to the Secretary of State for Foreign Affairs*

AMERICAN EMBASSY,

LONDON.

February 25, 1949

SIR,

I have the honor to propose on instructions from my Government that, notwithstanding the provisions of paragraph (a) of Article 7 of the Agreement signed on the 22nd September [1948]<sup>2</sup> between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland providing for the establishment of the United States Educational Commission in the United Kingdom, the Commission shall consist of fourteen members, seven of whom shall be citizens of the United States, seven of whom shall be citizens of the United Kingdom and Colonies.

2. I have further the honor to propose (1) that paragraph (c) of Article 7 should be amended to read as follows: "(c) The principal officer in charge of the Diplomatic Mission of the United States to the United Kingdom (hereinafter designated the "Chief of Mission") or his nominee shall be Honorary Chairman of the Commission. The Chief of Mission, whether present at any meeting of the Commission or not, shall have the power to cast the deciding vote, if occasion arises"; (2) that paragraph (b) of Article 8, should be deleted and the following paragraph substituted: "(b) The Secretary of State for Foreign Affairs of the United Kingdom shall have the power of appointment and removal of members of the Commission who are citizens of the United Kingdom and Colonies".

<sup>1</sup> 16 UST 758; TIAS 5806.

<sup>2</sup> TIAS 1870, *ante*, p. 904.

3. If the Government of the United Kingdom are prepared to accept the foregoing proposals, I have the honor to suggest that the present note and your reply to that effect shall be regarded as placing on record the agreement of our two Governments on this matter.

Accept, Sir, renewed assurances of my highest consideration.

LEWIS W. DOUGLAS

The Rt. Hon. ERNEST BEVIN, M.P.,  
*Secretary of State for Foreign Affairs,*  
*Foreign Office,*  
*London, S. W. 1.*

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*The Permanent Undersecretary of State for Foreign Affairs to the American Ambassador*

FOREIGN OFFICE, S. W. 1.

5th March, 1949

(LC 776/55/452)

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your note of the 25th February, 1949, in which you proposed that, notwithstanding paragraph (a) of Article 7 of the Agreement signed on the 22nd September, 1948, between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland providing for the establishment of the United States Educational Commission in the United Kingdom, the Commission shall consist of fourteen members, seven of whom shall be citizens of the United States, seven of whom shall be citizens of the United Kingdom and Colonies.

2. You furthermore proposed

(1) that paragraph (c) of Article 7 should be amended to read as follows: “(c) The principal officer in charge of the Diplomatic Mission of the United States to the United Kingdom (hereinafter designated the “Chief of Mission”) or his nominee shall be Honorary Chairman of the Commission. The Chief of Mission, whether present at any meeting of the Commission or not, shall have the power to cast the deciding vote, if occasion arises”;

(2) that paragraph (b) of Article 8 should be deleted and the following paragraph substituted: “(b) The Secretary of State for Foreign Affairs of the United Kingdom shall have the power of appointment and removal of members of the Commission who are citizens of the United Kingdom and Colonies”.

3. I have the honour to inform Your Excellency that the Government of the United Kingdom of Great Britain and Northern Ireland accept the

above proposals and will regard your note and the present reply as constituting an agreement between our two Governments in this matter.

I have the honour to be, with the highest consideration

Your Excellency's obedient Servant,

WILLIAM STRANG

His Excellency

The Honourable LEWIS W. DOUGLAS,

*etc., etc., etc.,*

*1 Grosvenor Square, W. 1.*

## ECONOMIC FUSION OF AMERICAN AND BRITISH ZONES OF OCCUPATION IN GERMANY

*Exchange of notes at Washington March 31, 1949, extending agreement  
of December 2, 1946, as amended and extended*

*Entered into force March 31, 1949*

*Expired June 30, 1949*

63 Stat. 2630; Treaties and Other  
International Acts Series 1959

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*March 31, 1949*

EXCELLENCY:

I have the honor to refer to the discussions which have taken place between the Government of the United Kingdom and the Government of the United States on the subject of the extension of the Agreement between the two Governments concerning the British and American Zones of Occupation in Germany.

The Government of the United States has had under consideration the obligation assumed by the Government of the United States and the Government of the United Kingdom under paragraph (A) of the exchange of notes between the two Governments of December 31, 1948,<sup>1</sup> to consult together before March 1, 1949 to consider the terms and conditions of a new Agreement for a further period.

At the time of this exchange of notes, it was hoped that prior to the expiration of the period for which the Agreement was extended the new arrangements relating to Germany arising out of the six-power talks held in London last spring would have matured and that it would be possible to negotiate a new agreement to include France. Since these arrangements have not yet matured, the Government of the United States believes that under the circumstances the most practical arrangement is an extension for a three month's period of the present Agreement, as amended by the change outlined below, with the understanding that it can be sooner terminated by mu-

<sup>1</sup> TIAS 1883, *ante*, p. 925.

tual agreement or by the conclusion of a Trizonal Fusion Agreement. The change suggested is that the provisions of the Fusion Agreement relating to trade and payments between the Bizonal Area and the Sterling Area shall continue in force only until a payments agreement between the United Kingdom and the Bizonal Area is concluded and in effect.

I therefore have the honor to submit the following proposals for the consideration of the Government of the United Kingdom:

(A) The Fusion Agreement of December 2, 1946,<sup>2</sup> as amended on December 17, 1947,<sup>3</sup> and as further amended by the exchange of notes of December 31, 1948, shall, unless sooner terminated by mutual agreement or by the conclusion of a Trizonal Fusion Agreement, be extended to June 30, 1949, except that the provisions of paragraph 3 of the Agreement signed in Washington on December 17, 1947, shall terminate upon the effective date of a payments agreement to be concluded between the Government of the United Kingdom and the Bizonal Area. The two Governments shall consult together before June 1, 1949 to consider the terms and conditions of a new agreement for a further period if prior to that time a Trizonal Fusion Agreement has not been concluded.

(B) During the period for which the existing Fusion Agreement is extended, the Government of the United Kingdom will continue their contribution of supplies and services to Germany at the existing basic rate of 17-1/2 million pounds per annum (approximately the equivalent of 70 million dollars).

(C) Separate discussions will take place as to the nature of goods and services to be provided by the Government of the United Kingdom for the second quarter of 1949, if as a result of seasonal or other factors it proves impossible or difficult to furnish supplies and services which, when added to the supplies and services furnished for the first quarter of 1949, amount to precisely one-half of the quantities of the goods and services specified in the Annex to the Agreement of December 17, 1947, amending the Fusion Agreement.

Should these proposals commend themselves to the Government of the United Kingdom, I have the honor to suggest that this note and your reply should constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

ROBERT MURPHY

His Excellency

The Right Honorable

Sir OLIVER SHEWELL FRANKS,

*British Ambassador.*

<sup>2</sup> TIAS 1575, *ante*, p. 800.

<sup>3</sup> TIAS 1689, *ante*, p. 833.

*The British Ambassador to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.

March 31st, 1949

Ref. 39/27/49  
No. 165

SIR,

I have the honour to acknowledge the receipt of your note of today's date, the terms of which are as follows:

[For text of U.S. note, see above.]

In reply, I have the honour to inform you that His Majesty's Government in the United Kingdom accept the proposals set forth in your note and, in accordance with the suggestion contained therein, your note and this reply shall be regarded as constituting an Agreement between our two Governments in this matter.

I avail myself of this opportunity to renew to you the assurance of my highest consideration,

OLIVER FRANKS

The Honourable

DEAN ACHESON,

*Secretary of State,*

*United States Department of State,*

*Washington, D.C.*

# ECONOMIC FUSION OF AMERICAN AND BRITISH ZONES OF OCCUPATION IN GERMANY

*Exchange of notes at Washington June 30, 1949, extending agreement  
of December 2, 1946, as amended and extended*

*Entered into force June 30, 1949*

*Expired September 30, 1949*

63 Stat. 2654; Treaties and Other  
International Acts Series 1962

*The Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*June 30, 1949*

EXCELLENCY:

I have the honor to refer to the discussions which have taken place between the Government of the United Kingdom and the Government of the United States on the subject of the extension of the Agreement between the two Governments concerning the British and American Zones of Occupation in Germany.

By their exchange of notes of March 31, 1949<sup>1</sup> the two Governments agreed to extend the Bizonal Fusion Agreement to June 30, 1949, and to consult together before June 1, 1949 to consider the terms and conditions of a new Agreement for a further period.

At the time of this exchange of notes it was thought that, prior to June 30, a German Government would be in existence, that the Occupation Statute would be in operation and that the Tripartite Agreement on Control Machinery, covering a substantial part of the field of Trizonal Fusion, would have come into force simultaneously with the Occupation Statute, thus rendering unnecessary a further extension of the Bizonal Fusion Agreement. Since these arrangements have not yet matured, the Government of the United States believes that the most practical arrangement is the extension for a further period of three months of such parts of the present Fusion Agreement as have not already been replaced by other agreements or arrangements.

<sup>1</sup> TIAS 1959, *ante*, p. 934.

I therefore have the honor to submit the following proposals for the consideration of the Government of the United Kingdom:

(A) The Fusion Agreement of December 2, 1946,<sup>2</sup> as amended on December 17, 1947<sup>3</sup> and as further amended by the exchange of notes of December 31, 1948<sup>4</sup> and March 31, 1949 shall, unless sooner terminated by mutual agreement or by the conclusion of a Trizonal Fusion Agreement, be extended until September 30, 1949 subject to the following amendments.

(B) During the period for which the existing Fusion Agreement is extended, the Government of the United Kingdom will continue their contribution of supplies and services to Germany at the existing basic rate of 17½ million pounds per annum (approximately the equivalent of 70 million dollars). The type and value of specific categories of goods and services to be supplied by the Government of the United Kingdom will be agreed upon in separate discussions between the United Kingdom and the Bizonal Area. Pending such agreement, the Government of the United Kingdom will supply appropriate quantities of the goods and services specified in the Annex to the Agreement of December 17, 1947, amending the Fusion Agreement. The Government of the United States will use its best endeavors to secure the full utilization by the Bizonal Area of the offer of supplies and services which the Government of the United Kingdom will make to fulfill its obligation under this provision. If after the termination of the present agreement it should appear that the Government of the United Kingdom has not fully spent or committed the amount of the contribution envisaged, the two Governments will consult together for the purpose of seeking an acceptable method of settling the balance.

(C) Moneys made available by the Government of the United Kingdom for the supply of goods and services in accordance with paragraph (B) of the exchange of notes of March 31 last amending and extending the Revised Fusion Agreement will, to the extent that they have not been fully spent by June 30, 1949, be used for the purchase of Category A supplies and services for delivery after that date in accordance with existing arrangements and procedures.

(D) Upon the conclusion of a Payments Agreement between the United Kingdom and Western Germany, as envisaged in paragraph (A) of the exchange of notes of March 31, 1949, paragraph 3 of the Agreement signed in Washington on December 17, 1947 shall terminate and its provisions shall be replaced by the Payments Agreement to be concluded between the Government of the United Kingdom and Western Germany. Until con-

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<sup>2</sup> TIAS 1575, *ante*, p. 800.

<sup>3</sup> TIAS 1689, *ante*, p. 833.

<sup>4</sup> TIAS 1883, *ante*, p. 925.

clusion of such a Payments Agreement the figure of 1½ million pounds in paragraph 3(b)(vi) and (vii) of the Agreement of December 17, 1947 will be increased to 7½ million pounds, provided, however, that any credit for account of unused drawing rights out of fiscal year 1948/49 will be excluded from a credit balance of the Bizonal Area for purposes of calculating the excess which would necessitate payments in United States dollars.

(E) The liability of the Government of the United Kingdom to convert sterling into dollars in accordance with the provisions of sub-paragraph (b) of paragraph 4 of the Agreement signed in Washington on December 17, 1947 shall be limited to the sterling held on July 1, 1949 in the No. 2 account of the Bank Deutscher Laender with the Bank of England, or due to be paid into that account in fulfillment of arrangements concluded before July 1, 1949. During the period of the present agreement the sterling held in the No. 2 account of the Bank Deutscher Laender with the Bank of England will not be converted into dollars.

(F) At the time of liquidation of the Joint Export Import Agency as provided for in the charter of the Allied High Commission for Germany the capital funds of the Joint Export Import Agency, resulting from the capital contributions made by the Governments of the United States and United Kingdom in accordance with the Agreement of December 2, 1946, will be made available to the German Government for purposes of financing the foreign trade of Germany, provided, however, that the sterling assets of JEIA transferred under these arrangements will be blocked until June 30, 1950, or until agreement has been reached between the Governments of the United Kingdom and the United States as to how their release is to be effected, whichever date is the sooner.

Should these proposals commend themselves to the Government of the United Kingdom, I have the honor to suggest that this note and your reply should constitute an Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

DEAN RUSK

His Excellency

SIR OLIVER SHEWELL FRANKS, K.C.B., C.B.E.,  
*British Ambassador.*

*The British Chargé d'Affaires to the Secretary of State*BRITISH EMBASSY,  
WASHINGTON, D.C.*June 30th, 1949*Ref. 39/62/49  
No. 346

SIR,

I have the honour to acknowledge the receipt of your note of today's date, the terms of which are as follows:

[For text of U.S. note, see above.]

In reply, I have the honour to inform you that His Majesty's Government in the United Kingdom accept the proposals set forth in your note and, in accordance with the suggestion contained therein, your note and this reply shall be regarded as constituting an Agreement between our two Governments in this matter.

I avail myself of this opportunity to renew to you the assurance of my highest consideration,

F. R. HOYER-MILLAR  
*Chargé d'Affaires*

The Honourable

DEAN ACHESON,

*Secretary of State,**United States Department of State,  
Washington, D.C.*

## ALLOCATIONS OF FERROUS SCRAP FOR EXPORT

*Exchange of notes at Washington July 1, 1949, modifying agreement of  
September 30, 1948*

*Entered into force July 1, 1949*

*Obsolete*

63 Stat. 2628; Treaties and Other  
International Acts Series 1956

*The British Chargé d'Affaires to the Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.  
*July 1st, 1949*

No. 349

SIR,

I have the honour to refer to the Agreement concluded on September 30th, 1948,<sup>1</sup> between the Government of the United States of America and His Majesty's Government in the United Kingdom on the subject of ferrous scrap exports, and also to discussions which have recently taken place relating to the price of such scrap exported from Germany under present circumstances.

As a result of these discussions, it has been agreed that it shall be open to the United States and United Kingdom Military Governors to suspend from time to time the provisions relating to the price of scrap set forth in paragraph (11) of Article II of the Agreement of September 30th, 1948, if such suspension is agreed by them to be necessary in the interests of accomplishing the purposes of the Agreement.

Upon the receipt of a note from you indicating your Government's confirmation of this change, my Government will consider that this note and your reply will constitute an Agreement between our two Governments, effective from the date of your reply.

I avail myself of this opportunity to renew to you the assurance of my highest consideration,

F. R. HOYER-MILLAR  
*Chargé d'Affaires*

The Honourable  
DEAN ACHESON,  
*Secretary of State,  
United States Department of State,  
Washington, D.C.*

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<sup>1</sup> TIAS 1874, *ante*, p. 912.

*The Secretary of State to the British Ambassador*DEPARTMENT OF STATE  
WASHINGTON*Jul 1 1949*

## EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 349 of July 1, 1949 referring to the Agreement concluded on September 30, 1948 between the Government of the United States of America and His Majesty's Government in the United Kingdom on the subject of ferrous scrap exports and also to discussions which have recently taken place relating to the price of such scrap exported from Germany under present circumstances.

It is proposed in your note that it shall be open to the United States and United Kingdom Military Governors to suspend from time to time the provisions relating to the price of scrap set forth in paragraph 11 of Article II of the Agreement of September 30, 1948, if such suspension is agreed by them to be necessary in the interests of accomplishing the purposes of the Agreement.

This proposal is acceptable to the Government of the United States.

As proposed in your Excellency's note, therefore, your note and the present reply are regarded as constituting an Agreement between the two Governments, effective on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

His Excellency

The Right Honorable

Sir OLIVER SHEWELL FRANKS, K.C.B., C.B.E.,

*British Ambassador.*

## LEASED NAVAL AND AIR BASES: TRINIDAD

*Exchange of notes at Washington September 19, 1949, with text of agreement and annexes*

*Entered into force September 19, 1949*

*Superseded by agreement of February 10, 1961, with the Federation of The West Indies*<sup>1</sup>

63 Stat. 2723; Treaties and Other  
International Acts Series 1985

*The Acting Secretary of State to the British Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*Sep 19 1949*

EXCELLENCY:

I have the honor to refer to discussions which took place in Port of Spain in June, 1947, and subsequently, for the purpose of settling, in accordance with the provisions of the Leased Naval and Air Bases Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed March 27th, 1941,<sup>2</sup> certain outstanding matters arising out of the establishment of the United States Air Force Base in Trinidad.

The enclosed document which has been drawn up as the result of these discussions embodies the understanding of this Government with reference to the matters set forth therein. If it likewise reflects the view of the Government of the United Kingdom, it is suggested that the present note and its enclosure together with Your Excellency's note in reply thereto be regarded as placing the understanding in effect.

Accept, Excellency, the renewed assurances of my highest consideration.

JAMES E. WEBB

*Acting Secretary of State*

Enclosure:

Agreement

His Excellency

The Right Honorable

Sir OLIVER SHEWELL FRANKS, K.C.B., C.B.E.,  
*British Ambassador.*

<sup>1</sup> 12 UST 408; TIAS 4734.

<sup>2</sup> EAS 235, *ante*, p. 560.

## AGREEMENT

Part I. DOCKSITE

(1) It is agreed that the area at Docksite defined in blue on map "A" annexed to this Agreement<sup>3</sup> shall be leased to the United States under Annex III (E) (6) (b) of the Base Lease Agreement of 27th March, 1941 (hereinafter called "the Base Lease Agreement") and that the lease shall take a form similar to that set out in Annex II (6) of the Base Lease Agreement.

(2) It is agreed that in the event of a war breaking out in which the United States is involved or of any other overriding military necessity as determined by the Secretary of Defense of the United States of America after consultation with His Majesty's Government in the United Kingdom, the areas defined in red on the said map "A" shall be leased to the United States of America by a supplementary lease under the provisions of Article XXVII of the Base Lease Agreement and that the supplementary lease shall be substantially in the form set out in the First Schedule to this Agreement.

The area to be so leased is hereinafter called "the supplementary area". The cessation and determination of such lease as therein provided shall not prejudice the application of this paragraph in the event of a further war or overriding military necessity as aforesaid.

(3) It is agreed that the United States Government shall, as expeditiously as possible, relinquish the supplementary area at present occupied by them which is outside the area defined in blue on the said map "A" with the exception of those areas described in the Second Schedule to this Agreement.

(4) So long as there shall not be subsisting a lease of the supplementary area granted as provided in paragraph (2) of this Part of this Agreement, the Government of Trinidad and Tobago shall maintain that area, improvements thereon excepted, in such condition as will permit its demise to the United States Government in as good condition as when it was relinquished by them, ordinary wear and tear excepted:

Provided that the Government of Trinidad and Tobago and their lessees or assignees may demolish structures, roads and installations whether below or above ground and may construct buildings, roads and such facilities as it may deem necessary for the development of the supplementary area, but shall not, without mutual agreement, make such use of such area by erecting structures and installations, other than those incidental to the development of such area for normal commercial and residential purposes, as would render such area

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<sup>3</sup> Not printed here.

unfit for military purposes in the event of its demise to the United States of America.

(5) All or any of the buildings at the date of this Agreement situated in the supplementary area may be disposed of by the United States Government.

(6) In any event as mentioned in paragraph (2) of this Part of this Agreement, the Government of Trinidad and Tobago shall take such steps as may be necessary to ensure that the supplementary area shall be vacated by them and their assignees within a period of 60 days; and thereupon, if the said supplementary lease shall not have been executed, possession of the supplementary area shall be immediately given to the United States Government pending the execution of such lease.

(7) All the provisions of the Base Lease Agreement, including Annex I to that agreement, except as may be otherwise agreed, shall become applicable to the supplementary area with effect from the date upon which the said supplementary lease becomes operative or the date upon which possession is given under the preceding paragraph, whichever shall be the earlier.

(8) It is agreed that the areas described in the Second Schedule to this Agreement and defined in green on the attached Map "A" shall forthwith be leased to the United States of America by a supplementary lease under the provisions of Article XXVII of the Base Lease Agreement, and that such lease shall take a form similar to that set out in Annex II (6) of the Base Lease Agreement.

(9) The United States Government shall have such easements as are necessary to the use and operation of wharves leased under the Base Lease Agreement and of the areas described in the said Second Schedule.

## Part II. CHURCHILL-ROOSEVELT HIGHWAY AND OTHER ROADS

(1) It is agreed that the Churchill-Roosevelt Highway, from the point where it leaves the Eastern Main Road at Laventille to the point where it enters Waller Field, shall become the property of the Government of Trinidad and Tobago and shall be maintained by that Government as one of the Colony's public main roads.

(2) It is agreed that, in order to provide a public main road from Port of Spain via the Churchill-Roosevelt Highway to Sangre Grande, the public shall have the right, subject to the provisions of Article II of the Base Lease Agreement, to use the road within Waller Field which is defined as Demerara Road on the attached map "B" and that the Government of Trinidad and Tobago shall maintain it as one of the Colony's public main roads.

(3) It is agreed that the Government of Trinidad and Tobago shall resume control of that part of the Eastern Main Road which lies within Waller Field.

(4) It is agreed that the public shall have the right, subject to the provisions of Article II of the Base Lease Agreement, to use those parts of the Aripo Road and of the Guanapo Road, also known respectively as the Amazon and Bogota roads, which lie within Waller Field, and that the Government of Trinidad and Tobago shall maintain them at a reasonable standard.

(5) It is agreed that, in the event of the Government of Trinidad and Tobago wishing to construct a bypass road to the south of Waller Field from the Churchill-Roosevelt Highway to the Eastern Main Road, the United States Government will grant the Government of Trinidad and Tobago on request, without cost, a right of way within Waller Field approximately 200 feet wide and following approximately the southern boundary of Waller Field.

(6) It is agreed that the Government of Trinidad and Tobago in time of peace shall control traffic adequately to safeguard United States interests, on those roads within Waller Field which are under the control of the Government of Trinidad and Tobago.

(7) It is agreed that all claims resulting from alleged damage to roads in the colony or arising out of the construction thereof shall be waived.

### Part III. INTERPRETATION

This document, with the Annexures, consisting of two Schedules, two maps marked "A"<sup>4</sup> and "B"<sup>4</sup> and three Agreed Minutes, shall constitute this Agreement.

#### FIRST SCHEDULE TO THE AGREEMENT FORM OF SUPPLEMENTARY LEASE

In accordance with Article XXVII of the Base Lease Agreement signed on the 27th March, 1941, and Part I, Paragraph 2 of the Agreement between the Government of the United States of America and His Majesty's Government in the United Kingdom dated September 19, 1949, His Majesty doth hereby demise to the United States of America free from all rent and charges the areas defined in red on Map "A" annexed to the last-mentioned Agreement, to hold unto the United States of America for the unexpired period of the lease for 99 years of land in Trinidad granted by His Majesty to the United States of America on the 22nd day of April 1941; and all the provisions contained in the said lease shall, except so far as they are inconsistent with the express provisions of this Lease, be deemed to be incorporated in this Lease:

Provided that within six months, or such further period as may be mutually agreed, of the termination of the war or overriding military necessity by reason of which this Lease was executed, this Lease shall cease and determine.

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<sup>4</sup> Not printed here.

## SECOND SCHEDULE TO THE AGREEMENT

Areas to be leased forthwith to the United States of America under the provisions of Article XXVII of the Base Lease Agreement of March 27, 1941.

1. The area containing water well No. 1, reservoir and pump-house indicated at 1. on Map A.
2. The area containing water well No. 2, indicated at 2. on Map A.

AGREED MINUTE 1

It was agreed that under Article XXVII of the Base Lease Agreement the Government of the United States should at no cost to that Government acquire for the unexpired period of the lease granted in accordance with that Agreement:

(a) Easements for marine, underground and overhead cables at the following locations:

- (1) Port of Spain to Fort Read—Waller Field;
- (2) Docksite to Monos and Chacachacare Islands;
- (3) Carlsen Field Branch;
- (4) Carlsen Field Radio Range Branch;
- (5) Waller Field to Piarco Airport.

(b) An easement for the right of way for the railway spur into Carlsen Field.

(c) A supplementary lease of three areas now held under duration leases for communication sites;

- (1) Flagstaff Hill, Tobago;
- (2) La Lune;
- (3) Blanchisseuse.

(d) A supplementary lease of the Carlsen Railway Spur site.

AGREED MINUTE 2

The Government of Trinidad and Tobago takes note with appreciation of the following statements by the United States representatives relating to the rights accorded to the United States by Annex III (E) (2) of the Base Lease Agreement:

(a) The United States will not exercise its right under Annex III (E) (2) (a) of the Base Lease Agreement to impound, take and use the waters of, and in the watershed of, the Aripo River at any time within the predictable future except when the United States is at war;

(b) The United States will have no objection to the exploitation of the water in the Aripo Valley by the Government of Trinidad and Tobago or its duly authorized representative: provided that, if the Government of Trinidad and Tobago shall elect to exploit the water in the Aripo Valley or if it shall elect to delegate this exploitation, it will make such water available to the United States military authorities in Trinidad, if such request is made during a state of emergency, or when the United States is at war, under conditions no less favourable than the water is made available to the Government of Trinidad and Tobago.

The Government of Trinidad and Tobago agrees that since the United States has not hitherto exercised the rights accorded to it by Annex III(E) (2) of the Base Lease Agreement it is not liable for any claim arising out of the non-exercise of these rights.

The Government of Trinidad and Tobago accepts responsibility for settlement of claims for compensation in respect of loss by damage arising out of the establishment of Waller Field which have been presented by land owners in the Aripo and Guanapo Valleys.

AGREED MINUTE 3

The following matters were also discussed:

1. Release of sites occupied by the United States Army under duration leases.

The United States Government representatives indicated that the release of such sites was already in process and would be expedited.

2. Outstanding questions relating to the lease to the Government of the United States on the island of Chacachacare under Annex III(E)(3) of the Base Lease Agreement.

After brief discussion it was agreed that the matter is susceptible of local settlement.

3. Permission for members of the public to make use of certain areas made available to the Government of the United States under Article XXVII of the Base Lease Agreement.

The United States representatives agreed that their local authorities would give sympathetic consideration to any requests put forward by the Government of Trinidad and Tobago.

*The British Ambassador to the Acting Secretary of State*

BRITISH EMBASSY,  
WASHINGTON, D.C.

19th September 1949

No. 305  
Ref: 62/25/49

SIR,

I have the honour to acknowledge the receipt of your note of the 19th September proposing that an arrangement for the purpose of settling, in accordance with the provisions of the Leased Naval and Air Bases Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America signed March 27th, 1941, certain outstanding matters arising out of the establishment of the United States Air Force Base in Trinidad, be made between the Government of the United Kingdom and the Government of the United States on the terms set forth in the enclosures in your note.

2. I have the honour to state that the Government of the United Kingdom approve the provisions set forth in the document annexed to your note and agree that your note and its enclosures, together with this reply, shall be regarded as bringing the arrangement into force on this day's date.

I avail myself of this opportunity to renew to you the assurance of my highest consideration.

OLIVER FRANKS

The Honourable

JAMES E. WEBB,

*Acting Secretary of State of the United States,  
Department of State,  
Washington, D.C.*

## WAIVER OF VISAS AND VISA FEES: MALTA

*Exchange of notes at Washington October 31 and December 12, 1949  
Entered into force December 12, 1949; operative from December 1,  
1949*

64 Stat. B137; Treaties and Other  
International Acts Series 2069

### *The British Ambassador to the Secretary of State*

No. 542  
(26/5/56)

His Majesty's Ambassador for the United Kingdom presents his compliments to the Secretary of State and has the honour to inform him, on instructions from His Majesty's Government in the United Kingdom, that the Government of Malta has decided to abolish from the 1st December 1949 the visa requirement for United States citizens visiting Malta for a period of not more than two months.

E.A.C.

BRITISH EMBASSY,  
WASHINGTON, D.C.  
31st October 1949.

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### *The Secretary of State to the British Ambassador*

The Secretary of State presents his compliments to His Excellency the British Ambassador and has the honor to acknowledge the receipt of the Embassy's Note No. 542 (26/5/56) of October 31, 1949, wherein it is stated that the Government of Malta has decided to abolish from the first of December 1949 the visa requirements for American citizens visiting Malta for a period of not more than two months.

The Department of State is appreciative of the action taken by the Government of Malta in this matter, and is informing all American Foreign Service posts that effective December 1, 1949, British subjects who are residents of Malta will be granted gratis nonimmigrant passport visas, if found to be eligible to receive such visas, and in the cases of qualified temporary visitors, the visas may be valid for a maximum period of twenty-four (24) months.

H.J.L.

DEPARTMENT OF STATE,  
Washington, December 12, 1949.

# *United Nations*

## TRUSTEESHIP FOR FORMER JAPANESE MANDATED ISLANDS

*Agreement approved by the Security Council of the United Nations at  
Lake Success, N.Y., April 2, 1947*

*Approved by the President of the United States July 18, 1947<sup>1</sup>*

*Entered into force July 18, 1947*

61 Stat. 3301; Treaties and Other  
International Acts Series 1665

### TRUSTEESHIP AGREEMENT FOR THE FORMER JAPANESE MANDATED ISLANDS APPROVED AT THE ONE HUNDRED AND TWENTY-FOURTH MEETING OF THE SECURITY COUNCIL

#### PREAMBLE

WHEREAS Article 75 of the Charter of the United Nations<sup>2</sup> provides for the establishment of an international trusteeship system for the administration and supervision of such territories as may be placed thereunder by subsequent agreements; and

WHEREAS under Article 77 of the said Charter the trusteeship system may be applied to territories now held under mandate; and

WHEREAS on 17 December 1920 the Council of the League of Nations confirmed a mandate for the former German islands north of the equator to Japan, to be administered in accordance with Article 22 of the Covenant of the League of Nations;<sup>3</sup> and

WHEREAS Japan, as a result of the Second World War, has ceased to exercise any authority in these islands;

Now, THEREFORE, the Security Council of the United Nations, having satisfied itself that the relevant articles of the Charter have been complied

<sup>1</sup> 61 Stat. 397.

<sup>2</sup> TS 993, *ante*, vol. 3, p. 1171.

<sup>3</sup> For text, see *ante*, vol. 2, p. 55.

with, hereby resolves to approve the following terms of trusteeship for the Pacific Islands formerly under mandate to Japan.

#### ARTICLE 1

The Territory of the Pacific Islands, consisting of the islands formerly held by Japan under mandate in accordance with Article 22 of the Covenant of the League of Nations, is hereby designated as a strategic area and placed under the trusteeship system established in the Charter of the United Nations. The Territory of the Pacific Islands is hereinafter referred to as the trust territory.

#### ARTICLE 2

The United States of America is designated as the administering authority of the trust territory.

#### ARTICLE 3

The administering authority shall have full powers of administration, legislation, and jurisdiction over the territory subject to the provisions of this agreement, and may apply to the trust territory, subject to any modifications which the administering authority may consider desirable, such of the laws of the United States as it may deem appropriate to local conditions and requirements.

#### ARTICLE 4

The administering authority, in discharging the obligations of trusteeship in the trust territory, shall act in accordance with the Charter of the United Nations, and the provisions of this agreement, and shall, as specified in Article 83 (2) of the Charter, apply the objectives of the international trusteeship system, as set forth in Article 76 of the Charter, to the people of the trust territory.

#### ARTICLE 5

In discharging its obligations under Article 76 (a) and Article 84, of the Charter, the administering authority shall ensure that the trust territory shall play its part, in accordance with the Charter of the United Nations, in the maintenance of international peace and security. To this end the administering authority shall be entitled:

1. to establish naval, military and air bases and to erect fortifications in the trust territory;
2. to station and employ armed forces in the territory; and
3. to make use of volunteer forces, facilities and assistance from the trust territory in carrying out the obligations towards the Security Council undertaken in this regard by the administering authority, as well as for the local defense and the maintenance of law and order within the trust territory.

## ARTICLE 6

In discharging its obligations under Article 76 (b) of the Charter, the administering authority shall:

1. foster the development of such political institutions as are suited to the trust territory and shall promote the development of the inhabitants of the trust territory toward self-government or independence, as may be appropriate to the particular circumstances of the trust territory and its peoples and the feely expressed wishes of the peoples concerned; and to this end shall give to the inhabitants of the trust territory a progressively increasing share in the administrative services in the territory; shall develop their participation in government; shall give due recognition to the customs of the inhabitants in providing a system of law for the territory; and shall take other appropriate measures toward these ends;

2. promote the economic advancement and self-sufficiency of the inhabitants, and to this end shall regulate the use of natural resources; encourage the development of fisheries, agriculture, and industries; protect the inhabitants against the loss of their lands and resources; and improve the means of transportation and communication;

3. promote the social advancement of the inhabitants, and to this end shall protect the rights and fundamental freedoms of all elements of the population without discrimination; protect the health of the inhabitants; control the traffic in arms and ammunition, opium and other dangerous drugs, and alcohol and other spirituous beverages; and institute such other regulations as may be necessary to protect the inhabitants against social abuses; and

4. promote the educational advancement of the inhabitants, and to this end shall take steps toward the establishment of a general system of elementary education; facilitate the vocational and cultural advancement of the population; and shall encourage qualified students to pursue higher education, including training on the professional level.

## ARTICLE 7

In discharging its obligations under Article 76 (c), of the Charter, the administering authority shall guarantee to the inhabitants of the trust territory freedom of conscience, and, subject only to the requirements of public order and security, freedom of speech, of the press, and of assembly; freedom of worship, and of religious teaching; and freedom of migration and movement.

## ARTICLE 8

1. In discharging its obligations under Article 76 (d) of the Charter, as defined by Article 83 (2) of the Charter, the administering authority, subject to the requirements of security, and the obligation to promote the advancement of the inhabitants, shall accord to nationals of each Member of

the United Nations and to companies and associations organized in conformity with the laws of such Member, treatment in the trust territory no less favourable than that accorded therein to nationals, companies and associations of any other United Nation except the administering authority.

2. The administering authority shall ensure equal treatment to the Members of the United Nations and their nationals in the administration of justice.

3. Nothing in this Article shall be so construed as to accord traffic rights to aircraft flying into and out of the trust territory. Such rights shall be subject to agreement between the administering authority and the state whose nationality such aircraft possesses.

4. The administering authority may negotiate and conclude commercial and other treaties and agreements with Members of the United Nations and other states, designed to attain for the inhabitants of the trust territory treatment by the Members of the United Nations and other states no less favourable than that granted by them to the nationals of other states. The Security Council may recommend, or invite other organs of the United Nations to consider and recommend, what rights the inhabitants of the trust territory should acquire in consideration of the rights obtained by Members of the United Nations in the trust territory.

#### ARTICLE 9

The administering authority shall be entitled to constitute the trust territory into a customs, fiscal, or administrative union or federation with other territories under United States jurisdiction and to establish common services between such territories and the trust territory where such measures are not inconsistent with the basic objectives of the International Trusteeship System and with the terms of this agreement.

#### ARTICLE 10

The administering authority, acting under the provisions of Article 3 of this agreement, may accept membership in any regional advisory commission, regional authority, or technical organization, or other voluntary association of states, may co-operate with specialized international bodies, public or private, and may engage in other forms of international co-operation.

#### ARTICLE 11

1. The administering authority shall take the necessary steps to provide the status of citizenship of the trust territory for the inhabitants of the trust territory.

2. The administering authority shall afford diplomatic and consular protection to inhabitants of the trust territory when outside the territorial limits of the trust territory or of the territory of the administering authority.

## ARTICLE 12

The administering authority shall enact such legislation as may be necessary to place the provisions of this agreement in effect in the trust territory.

## ARTICLE 13

The provisions of Articles 87 and 88 of the Charter shall be applicable to the trust territory, provided that the administering authority may determine the extent of their applicability to any areas which may from time to time be specified by it as closed for security reasons.

## ARTICLE 14

The administering authority undertakes to apply in the trust territory the provisions of any international conventions and recommendations which may be appropriate to the particular circumstances of the trust territory and which would be conducive to the achievement of the basic objectives of Article 6 of this agreement.

## ARTICLE 15

The terms of the present agreement shall not be altered, amended or terminated without the consent of the administering authority.

## ARTICLE 16

The present agreement shall come into force when approved by the Security Council of the United Nations and by the Government of the United States after due constitutional process.

Certified corrected true copy

For the Security Council Affairs Department

D. PROTITCH

*Director in charge*

*of Security Council Affairs Department*

## UNITED NATIONS HEADQUARTERS

*Agreement, with annexes, signed at Lake Success, N.Y., June 26, 1947;  
exchange of notes at Lake Success November 21, 1947*

*Entered into force November 21, 1947*

*Supplemented by agreements of February 9, 1966, as amended,<sup>1</sup> and  
August 28, 1969<sup>2</sup>*

61 Stat. 3416; Treaties and Other  
International Acts Series 1676

### AGREEMENT

THE UNITED NATIONS AND THE UNITED STATES OF AMERICA,

Desiring to conclude an agreement for the purpose of carrying out the Resolution adopted by the General Assembly on 14 December 1946<sup>3</sup> to establish the seat of the United Nations in the City of New York and to regulate questions arising as a result thereof;

Have appointed as their representatives for this purpose:

The United Nations: TRYGVE LIE, Secretary-General, and

The United States of America: GEORGE C. MARSHALL, Secretary of State,

Who have agreed as follows:

### *Article I*

### DEFINITIONS

#### *Section 1*

In this agreement:

(a) The expression "headquarters district" means: (1) the area defined as such in Annex 1; (2) any other lands or buildings which may from time to time be included therein by supplemental agreement with the appropriate American authorities;

(b) the expression "appropriate American authorities" means such federal, state, or local authorities in the United States as may be appropriate in the

<sup>1</sup> 17 UST 74, 2319; TIAS 5961, 6176.

<sup>2</sup> 20 UST 2810; TIAS 6750.

<sup>3</sup> U.N. doc. A/64/Add. 1, p. 195.

context and in accordance with the laws and customs of the United States, including the laws and customs of the state and local government involved;

(c) the expression "General Convention" means the Convention on the Privileges and Immunities of the United Nations approved by the General Assembly of the United Nations on 13 February 1946,<sup>4</sup> as acceded to by the United States;

(d) the expression "United Nations" means the international organization established by the Charter of the United Nations,<sup>5</sup> hereinafter referred to as the "Charter";

(e) the expression "Secretary-General" means the Secretary-General of the United Nations.

## Article II

### THE HEADQUARTERS DISTRICT

#### Section 2

The seat of the United Nations shall be the headquarters district.

#### Section 3

The appropriate American authorities shall take whatever action may be necessary to assure that the United Nations shall not be dispossessed of its property in the headquarters district, except as provided in section 22 in the event that the United Nations ceases to use the same, provided that the United Nations shall reimburse the appropriate American authorities for any costs incurred, after consultation with the United Nations, in liquidating by eminent domain proceedings or otherwise any adverse claims.

#### Section 4

(a) The United Nations may establish and operate in the headquarters district:

(1) its own short-wave sending and receiving radio broadcasting facilities, including emergency link equipment, which may be used on the same frequencies (within the tolerances prescribed for the broadcasting service by applicable United States regulations) for radiotelegraph, radioteletype, radiotelephone, radiotelephoto, and similar services;

(2) one point-to-point circuit between the headquarters district and the office of the United Nations in Geneva (using single sideband equipment) to be used exclusively for the exchange of broadcasting programs and inter-office communications;

(3) low power, micro-wave, low or medium frequency facilities for com-

<sup>4</sup> 21 UST 1418; TIAS 6900.

<sup>5</sup> TS 993, *ante*, vol. 3, p. 1153.

munication within headquarters buildings only, or such other buildings as may temporarily be used by the United Nations;

(4) facilities for point-to-point communications to the same extent and subject to the same conditions as permitted under applicable rules and regulations for amateur operators in the United States, except that such rules and regulations shall not be applied in a manner inconsistent with the inviolability of the headquarters district provided by section 9(a);

(5) such other radio facilities as may be specified by supplemental agreement between the United Nations and the appropriate American authorities.

(b) The United Nations shall make arrangements for the operation of the services referred to in this section with the International Telecommunication Union, the appropriate agencies of the Government of the United States and the appropriate agencies of other affected Governments with regard to all frequencies and similar matters.

(c) The facilities provided for in this section may, to the extent necessary for efficient operation, be established and operated outside the headquarters district. The appropriate American authorities will, on request of the United Nations, make arrangements, on such terms and in such manner as may be agreed upon by supplemental agreement, for the acquisition or use by the United Nations of appropriate premises for such purposes and the inclusion of such premises in the headquarters district.

#### *Section 5*

In the event that the United Nations should find it necessary and desirable to establish and operate an aerodrome, the conditions for the location, use and operation of such an aerodrome and the conditions under which there shall be entry into and exit therefrom shall be the subject of a supplemental agreement.

#### *Section 6*

In the event that the United Nations should propose to organize its own postal service, the conditions under which such service shall be set up shall be the subject of a supplemental agreement.

### *Article III*

#### LAW AND AUTHORITY IN THE HEADQUARTERS DISTRICT

#### *Section 7*

(a) The headquarters district shall be under the control and authority of the United Nations as provided in this agreement.

(b) Except as otherwise provided in this agreement or in the General Convention, the federal, state and local law of the United States shall apply within the headquarters district.

(c) Except as otherwise provided in this agreement or in the General Convention, the federal, state and local courts of the United States shall have

jurisdiction over acts done and transactions taking place in the headquarters district as provided in applicable federal, state and local laws.

(d) The federal, state and local courts of the United States, when dealing with cases arising out of or relating to acts done or transactions taking place in the headquarters district, shall take into account the regulations enacted by the United Nations under section 8.

### *Section 8*

The United Nations shall have the power to make regulations, operative within the headquarters district, for the purpose of establishing therein conditions in all respects necessary for the full execution of its functions. No federal, state or local law or regulation of the United States which is inconsistent with a regulation of the United Nations authorized by this section shall, to the extent of such inconsistency, be applicable within the headquarters district. Any dispute between the United Nations and the United States, as to whether a regulation of the United Nations is authorized by this section or as to whether a federal, state or local law or regulation is inconsistent with any regulation of the United Nations authorized by this section, shall be promptly settled as provided in Section 21. Pending such settlement, the regulation of the United Nations shall apply, and the federal, state or local law or regulation shall be inapplicable in the headquarters district to the extent that the United Nations claims it to be inconsistent with the regulation of the United Nations. This section shall not prevent the reasonable application of fire protection regulations of the appropriate American authorities.

### *Section 9*

(a) The headquarters district shall be inviolable. Federal, state or local officers or officials of the United States, whether administrative, judicial, military or police, shall not enter the headquarters district to perform any official duties therein except with the consent of and under conditions agreed to by the Secretary-General. The service of legal process, including the seizure of private property, may take place within the headquarters district only with the consent of and under conditions approved by the Secretary-General.

(b) Without prejudice to the provisions of the General Convention or Article IV of this agreement, the United Nations shall prevent the headquarters district from becoming a refuge either for persons who are avoiding arrest under the federal, state, or local law of the United States or are required by the Government of the United States for extradition to another country, or for persons who are endeavoring to avoid service of legal process.

### *Section 10*

The United Nations may expel or exclude persons from the headquarters district for violation of its regulations adopted under Section 8 or for other cause. Persons who violate such regulations shall be subject to other penalties or to detention under arrest only in accordance with the provisions of such

laws or regulations as may be adopted by the appropriate American authorities.

#### *Article IV*

#### COMMUNICATIONS AND TRANSIT

##### *Section 11*

The federal, state or local authorities of the United States shall not impose any impediments to transit to or from the headquarters district of: (1) representatives of Members or officials of the United Nations, or of specialized agencies as defined in Article 57, paragraph 2, of the Charter, or the families of such representatives or officials, (2) experts performing missions for the United Nations or for such specialized agencies, (3) representatives of the press, or of radio, film or other information agencies, who have been accredited by the United Nations (or by such a specialized agency) in its discretion after consultation with the United States, (4) representatives of non-governmental organizations recognized by the United Nations for the purpose of consultation under Article 71 of the Charter, or (5) other persons invited to the headquarters district by the United Nations or by such specialized agency on official business. The appropriate American authorities shall afford any necessary protection to such persons while in transit to or from the headquarters district. This section does not apply to general interruptions of transportation which are to be dealt with as provided in Section 17, and does not impair the effectiveness of generally applicable laws and regulations as to the operation of means of transportation.

##### *Section 12*

The provisions of Section 11 shall be applicable irrespective of the relations existing between the Governments of the persons referred to in that section and the Government of the United States.

##### *Section 13*

(a) Laws and regulations in force in the United States regarding the entry of aliens shall not be applied in such manner as to interfere with the privileges referred to in Section 11. When visas are required for persons referred to in that section, they shall be granted without charge and as promptly as possible.

(b) Laws and regulations in force in the United States regarding the residence of aliens shall not be applied in such manner as to interfere with the privileges referred to in Section 11 and, specifically, shall not be applied in such manner as to require any such person to leave the United States on account of any activities performed by him in his official capacity. In case of abuse of such privileges of residence by any such person in activities in the United States outside his official capacity, it is understood that the privileges referred to in Section 11 shall not be construed to grant him ex-

emption from the laws and regulations of the United States regarding the continued residence of aliens, provided that:

(1) No proceedings shall be instituted under such laws or regulations to require any such person to leave the United States except with the prior approval of the Secretary of State of the United States. Such approval shall be given only after consultation with the appropriate Member in the case of a representative of a Member (or a member of his family) or with the Secretary-General or the principal executive officer of the appropriate specialized agency in the case of any other person referred to in Section 11;

(2) A representative of the Member concerned, the Secretary-General or the principal executive officer of the appropriate specialized agency, as the case may be, shall have the right to appear in any such proceedings on behalf of the person against whom they are instituted;

(3) Persons who are entitled to diplomatic privileges and immunities under Section 15 or under the General Convention shall not be required to leave the United States otherwise than in accordance with the customary procedure applicable to diplomatic envoys accredited to the United States.

(c) This section does not prevent the requirement of reasonable evidence to establish that persons claiming the rights granted by Section 11 come within the classes described in that section, or the reasonable application of quarantine and public health regulations.

(d) Except as provided above in this section and in the General Convention, the United States retains full control and authority over the entry of persons or property into the territory of the United States and the conditions under which persons may remain or reside there.

(e) The Secretary-General shall, at the request of the appropriate American authorities, enter into discussions with such authorities, with a view to making arrangements for registering the arrival and departure of persons who have been granted visas valid only for transit to and from the headquarters district and sojourn therein and in its immediate vicinity.

(f) The United Nations shall, subject to the foregoing provisions of this section, have the exclusive right to authorize or prohibit entry of persons and property into the headquarters district and to prescribe the conditions under which persons may remain or reside there.

#### *Section 14*

The Secretary-General and the appropriate American authorities shall, at the request of either of them, consult, as to methods of facilitating entrance into the United States, and the use of available means of transportation, by persons coming from abroad who wish to visit the headquarters district and do not enjoy the rights referred to in this Article.

*Article V*

## RESIDENT REPRESENTATIVES TO THE UNITED NATIONS

*Section 15*

(1) Every person designated by a Member as the principal resident representative to the United Nations of such Member or as a resident representative with the rank of ambassador or minister plenipotentiary,

(2) such resident members of their staffs as may be agreed upon between the Secretary-General, the Government of the United States and the Government of the Member concerned;

(3) every person designated by a member of a specialized agency, as defined in Article 57, paragraph 2 of the Charter, as its principal permanent representative, with the rank of ambassador or minister plenipotentiary at the headquarters of such agency in the United States, and

(4) such other principal resident representatives of members of a specialized agency and such resident members of the staffs of representatives of a specialized agency as may be agreed upon between the principal executive officer of the specialized agency, the Government of the United States and the Government of the Member concerned,

shall, whether residing inside or outside the headquarters district, be entitled in the territory of the United States to the same privileges and immunities, subject to corresponding conditions and obligations, as it accords to diplomatic envoys accredited to it. In the case of Members whose governments are not recognized by the United States, such privileges and immunities need be extended to such representatives, or persons on the staffs of such representatives, only within the headquarters district, at their residences and offices outside the district, in transit between the district and such residences and offices, and in transit on official business to or from foreign countries.

*Article VI*

## POLICE PROTECTION OF THE HEADQUARTERS DISTRICT

*Section 16*

(a) The appropriate American authorities shall exercise due diligence to ensure that the tranquility of the headquarters district is not disturbed by the unauthorized entry of groups of persons from outside or by disturbances in its immediate vicinity and shall cause to be provided on the boundaries of the headquarters district such police protection as is required for these purposes.

(b) If so requested by the Secretary-General, the appropriate American authorities shall provide a sufficient number of police for the preservation of law and order in the headquarters district, and for the removal therefrom of persons as requested under the authority of the United Nations. The United Nations shall, if requested, enter into arrangements with the appropriate

American authorities to reimburse them for the reasonable cost of such services.

### *Article VII*

#### PUBLIC SERVICES AND PROTECTION OF THE HEADQUARTERS DISTRICT

##### *Section 17*

(a) The appropriate American authorities will exercise, to the extent requested by the Secretary-General, the powers which they possess to ensure that the headquarters district shall be supplied on equitable terms with the necessary public services, including electricity, water, gas, post, telephone, telegraph, transportation, drainage, collection of refuse, fire protection, snow removal, *et cetera*. In case of any interruption or threatened interruption of any such services, the appropriate American authorities will consider the needs of the United Nations as being of equal importance with the similar needs of essential agencies of the Government of the United States, and will take steps accordingly to ensure that the work of the United Nations is not prejudiced.

(b) Special provision with reference to maintenance of utilities and underground construction are contained in Annex 2.

##### *Section 18*

The appropriate American authorities shall take all reasonable steps to ensure that the amenities of the headquarters district are not prejudiced and the purposes for which the district is required are not obstructed by any use made of the land in the vicinity of the district. The United Nations shall on its part take all reasonable steps to ensure that the amenities of the land in the vicinity of the headquarters district are not prejudiced by any use made of the land in the headquarters district by the United Nations.

##### *Section 19*

It is agreed that no form of racial or religious discrimination shall be permitted within the headquarters district.

### *Article VIII*

#### MATTERS RELATING TO THE OPERATION OF THIS AGREEMENT

##### *Section 20*

The Secretary-General and the appropriate American authorities shall settle by agreement the channels through which they will communicate regarding the application of the provisions of this agreement and other questions affecting the headquarters district, and may enter into such supplemental agreements as may be necessary to fulfill the purposes of this agreement. In making supplemental agreements with the Secretary-General, the United States shall consult with the appropriate state and local authorities. If the Secretary-General so requests, the Secretary of State of the United States

shall appoint a special representative for the purpose of liaison with the Secretary-General.

#### *Section 21*

(a) Any dispute between the United Nations and the United States concerning the interpretation or application of this agreement or of any supplemental agreement, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General, one to be named by the Secretary of State of the United States, and the third to be chosen by the two, or, if they should fail to agree upon a third, then by the President of the International Court of Justice.

(b) The Secretary-General or the United States may ask the General Assembly to request of the International Court of Justice an advisory opinion on any legal question arising in the course of such proceedings. Pending the receipt of the opinion of the Court, an interim decision of the arbitral tribunal shall be observed by both parties. Thereafter, the arbitral tribunal shall render a final decision, having regard to the opinion of the Court.

### *Article IX*

#### MISCELLANEOUS PROVISIONS

#### *Section 22*

(a) The United Nations shall not dispose of all or any part of the land owned by it in the headquarters district without the consent of the United States. If the United States is unwilling to consent it shall buy the land in question from the United Nations at a price to be determined as provided in paragraph (d) of this section.

(b) If the seat of the United Nations is removed from the headquarters district, all right, title and interest of the United Nations in and to real property in the headquarters district or any part of it shall, on request of either the United Nations or the United States, be assigned and conveyed to the United States. In the absence of such request, the same shall be assigned and conveyed to the sub-division of a state in which it is located or, if such sub-division shall not desire it, then to the state in which it is located. If none of the foregoing desire the same, it may be disposed of as provided in paragraph (a) of this section.

(c) If the United Nations disposes of all or any part of the headquarters district, the provisions of other sections of this agreement which apply to the headquarters district shall immediately cease to apply to the land and buildings so disposed of.

(d) The price to be paid for any conveyance under this section shall, in

default of agreement, be the then fair value of the land, buildings and installations, to be determined under the procedure provided in Section 21.

### *Section 23*

The seat of the United Nations shall not be removed from the headquarters district unless the United Nations should so decide.

### *Section 24*

This agreement shall cease to be in force if the seat of the United Nations is removed from the territory of the United States, except for such provisions as may be applicable in connection with the orderly termination of the operations of the United Nations at its seat in the United States and the disposition of its property therein.

### *Section 25*

Wherever this agreement imposes obligations on the appropriate American authorities, the Government of the United States shall have the ultimate responsibility for the fulfillment of such obligations by the appropriate American authorities.

### *Section 26*

The provisions of this agreement shall be complementary to the provisions of the General Convention. In so far as any provision of this agreement and any provisions of the General Convention relate to the same subject matter, the two provisions shall, wherever possible, be treated as complementary so that both provisions shall be applicable and neither shall narrow the effect of the other; but in any case of absolute conflict, the provisions of this agreement shall prevail.

### *Section 27*

This agreement shall be construed in the light of its primary purpose to enable the United Nations at its headquarters in the United States, fully and efficiently, to discharge its responsibilities and fulfill its purposes.

### *Section 28*

This agreement shall be brought into effect by an exchange of notes<sup>6</sup> between the Secretary-General, duly authorized pursuant to a resolution of the General Assembly of the United Nations, and the appropriate executive officer of the United States, duly authorized pursuant to appropriate action of the Congress.

IN WITNESS WHEREOF the respective representatives have signed this agreement and have affixed their seals hereto.

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<sup>6</sup> See p. 967.

DONE in duplicate, in the English and French languages, both authentic, at Lake Success, this twenty-sixth day of June 1947.

For the United Nations:

TRYGVE LIE

Secretary-General

For the Government of the United States of America:

G. C. MARSHALL

Secretary of State

#### ANNEX 1

The area referred to in Section 1, (a) (1) consists of:

(a) the premises bounded on the East by the westerly side of Franklin D. Roosevelt Drive, on the West by the easterly side of First Avenue, on the North by the southerly side of East Forty-Eighth Street, and on the South by the northerly side of East Forty-Second Street, all as proposed to be widened, in the borough of Manhattan, City and State of New York, and (b) an easement over Franklin D. Roosevelt Drive, above a lower limiting plane to be fixed for the construction and maintenance of an esplanade, together with the structures thereon and foundations and columns to support the same in locations below such limiting plane, the entire area to be more definitely defined by supplemental agreement between the United Nations and the United States of America.

#### ANNEX 2

### MAINTENANCE OF UTILITIES AND UNDERGROUND CONSTRUCTION

#### *Section 1*

The Secretary-General agrees to provide passes to duly authorized employees of the City of New York, the State of New York, or any of their agencies or sub-divisions, for the purpose of enabling them to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the headquarters district.

#### *Section 2*

Underground constructions may be undertaken by the City of New York, or the State of New York, or any of their agencies or sub-divisions, within the headquarters district only after consultation with the Secretary-General, and under conditions which shall not disturb the carrying out of the functions of the United Nations.

## EXCHANGE OF NOTES

*The Secretary-General of the United Nations to the United States  
Representative*

LAKE SUCCESS, NEW YORK,  
21 November 1947

SIR,

I have the honour to refer to the resolution adopted by the General Assembly on 31 October 1947<sup>7</sup> at its one hundred and first meeting, relative to the Agreement between the United States of America and the United Nations regarding the Headquarters of the United Nations, signed at Lake Success on 26 June 1947.

By this resolution the General Assembly, after having studied the report of its Sixth Committee and endorsed the opinions expressed therein, has approved the above-mentioned Agreement, which states and defines the mutual obligations of the United Nations and the United States in connexion with the establishment of the permanent Headquarters of the United Nations in the United States. The resolution, consequently, has authorized me to bring that Agreement into force in the manner provided in section 28 of the Agreement.

Pursuant to the resolution and in conformity with section 28 of the Agreement, I have the honour to propose that the present note and your note of this day be considered as bringing the Headquarters Agreement into effect under date hereof.

I have the honour to be, Sir, your obedient servant,

TRYGVE LIE  
*Secretary-General*

The Honorable WARREN R. AUSTIN  
*Permanent Representative  
of the United States of America  
at the Seat of the United Nations*

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*The United States Representative to the Secretary-General  
of the United Nations*

NOVEMBER 21, 1947

EXCELLENCY:

I have the honor to refer to section 28 of the Agreement between the United Nations and the United States of America regarding the Head-

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<sup>7</sup> U.N. doc. A/519, p. 91.

quarters of the United Nations, signed at Lake Success June 26, 1947, which provides for bringing that Agreement into effect by an exchange of notes. Reference is made also to the provisions of United States Public Law 357, 80th Congress, entitled "Joint Resolution Authorizing the President to bring into effect an agreement between the United States and the United Nations for the purpose of establishing the permanent headquarters of the United Nations in the United States and authorizing the taking of measures necessary to facilitate compliance with the provisions of such agreement, and for other purposes", which was approved by the President of the United States of America on August 4, 1947.<sup>8</sup>

Pursuant to instructions from my Government, I have the honor to inform you that the Government of the United States of America is prepared to apply the above-mentioned Headquarters Agreement subject to the provisions of Public Law 357.

I have been instructed by my Government to propose that the present note and your note of this date be considered as bringing the Headquarters Agreement into effect on the date hereof.

Accept, Excellency the renewed assurances of my highest consideration.

WARREN R. AUSTIN  
*United States Representative  
to the United Nations*

His Excellency TRYGVE LIE  
*Secretary-General  
of the United Nations*

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<sup>8</sup> 61 Stat. 756.

## INTERIM HEADQUARTERS

*Agreement signed at Lake Success, N.Y., December 18, 1947, with  
annex*

*Entered into force December 18, 1947*

*Terminated November 5, 1951*

61 Stat. 3439; Treaties and Other  
International Acts Series 1677

### INTERIM HEADQUARTERS AGREEMENT

The United Nations and the United States of America:

Desiring to extend to the temporary headquarters of the United Nations such of those provisions of the Agreement between the United Nations and the United States of America Regarding the Headquarters of the United Nations signed at Lake Success June 26, 1947,<sup>1</sup> as are appropriate, having regard for the needs of the United Nations at its temporary headquarters;

Have appointed as their representatives for this purpose:

The United Nations:

Trygve Lie, Secretary-General,

and

The United States of America:

Warren R. Austin, United States Representative to the United Nations,

Who, being duly authorized, have agreed as follows:

#### ARTICLE I

This agreement shall be called the Interim Headquarters Agreement.  
As used in this agreement:

(a) The expression "temporary headquarters" means (1) the land and buildings occupied and used by the United Nations for its official activities at Lake Success, Long Island, New York, and at Flushing Meadows, New York, the precise limits of which are defined in the Annex to this agreement and (2) such other land and buildings occupied and used by the United Nations

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<sup>1</sup> TIAS 1676, *ante*, p. 956.

as may be defined from time to time by agreement between the United Nations and the United States of America after consultation with the appropriate state and local authorities.

(b) The expression "Headquarters Agreement" means the Agreement between the United Nations and the United States of America Regarding the Headquarters of the United Nations signed at Lake Success on June 26, 1947, and brought into effect in accordance with its provisions by an exchange of notes dated November 21, 1947.

## ARTICLE II

The following provisions of the Headquarters Agreement, with the exception noted in Article III of this agreement and subject to the provisions of said article, having been found to be necessary and appropriate to enable the United Nations to carry on its functions at the temporary headquarters, shall have full force and effect with respect to the temporary headquarters of the United Nations and the expression "headquarters district" as used in the Sections of the Headquarters Agreement incorporated herein by reference shall be deemed to include the temporary headquarters of the United Nations until such time as the United Nations shall have ceased to use or occupy its temporary headquarters and this agreement shall be terminated:

Section 1 (except subsection a)	Section 12
Section 4	Section 13
Section 7	Section 14
Section 8	Section 15
Section 9	Section 16
Section 10	Section 17
Section 11	Section 19

## ARTICLE III

The United Nations agrees, in view of the fact that the premises occupied by it as the temporary headquarters are under lease from persons not parties to this agreement, that passes will be provided by the Secretary-General to such persons or their duly authorized agents for the purposes of enabling them to inspect, repair and maintain the said premises in accordance with the terms of the lease.

The United Nations further agrees that this Interim Agreement shall not affect any existing arrangements with respect to payment of taxes or payments in lieu of taxes on property under lease from persons not parties to this agreement or impair the power of any municipality to impose taxes on property so leased.

## ARTICLE IV

It is understood that Sections 20, 21, 25, 26 and 27 of the Headquarters Agreement shall be applicable to the operation and construction of this agreement.

## ARTICLE V

This agreement shall come into effect on the date of signature hereof. It shall continue in force until the United Nations shall have ceased to use or occupy the temporary headquarters.

IN WITNESS WHEREOF the respective plenipotentiaries have signed this agreement.

DONE in duplicate in the English language at Lake Success the eighteenth day of December 1947.

For the Government of the United States of America:

WARREN R. AUSTIN

*United States Representative  
to the United Nations*

For the United Nations:

TRYGVE LIE

*Secretary-General*

ANNEX <sup>2</sup>

## A. Description of Property at Lake Success Site.

BEGINNING at the northwesterly corner of the property intended to be described herein, said point being where the easterly line of Lakeville Road intersects the southerly line of Marcus Avenue; thence running South  $78^{\circ}10'50''$  East and along the southerly line of Marcus Avenue 449.57 feet to the P.C. of a curve; thence continuing easterly and along the southerly line of Marcus Avenue and on a curve the radius of which is 1757.85 feet a distance of 295.98 feet to the P.T. of said curve; thence running South  $68^{\circ}32'$  East and still along the southerly line of Marcus Avenue 740.99 feet to the P.C. of another curve; thence continuing easterly and along the southerly line of Marcus Avenue and along a curve the radius of which is 1340.11 feet a distance of 421.50 feet to the P.T. of said curve; thence running South  $50^{\circ}30'44''$  East and along the southerly line of Marcus Avenue 95.78 feet to the P.C. of another curve; thence continuing easterly and along the southerly line of Marcus Avenue and along a curve the radius of which is 755.14 feet a distance of 92.54 feet to the easterly line of the property intended to be described herein; thence running South  $30^{\circ}41'38''$  West 68.41 feet; thence running North  $59^{\circ}18'22''$  West 30.25 feet to the fence line; thence running South  $30^{\circ}41'38''$  West and along said fence line 150.21 feet to a stake; thence running westerly and along said fence line a distance of 570 feet to a stake; thence running North  $73^{\circ}55'24''$  West 194.48 feet to a stake;

<sup>2</sup> Attached to the Interim Headquarters Agreement is a large-scale map of the area described in the Annex. This map is in the archives of the Department of State and is available for reference.

thence running South  $16^{\circ}04'36''$  West 40.83 feet to a stake; thence running North  $73^{\circ}55'24''$  West 34.07 feet to a stake; thence South  $16^{\circ}04'36''$  West and along the fence 34.21 feet to a chisel on the face of the north wall of the building; then North  $73^{\circ}55'24''$  West and along the face of the north wall of the building 3.75 feet; thence South  $16^{\circ}04'36''$  West through the masonry wall 40.79 feet; thence North  $73^{\circ}55'24''$  West and through the masonry wall 1.95 feet; thence South  $16^{\circ}04'36''$  West and through the masonry wall 500.33 feet; thence North  $73^{\circ}55'24''$  West and through the masonry wall 23.83 feet; thence South  $16^{\circ}04'36''$  West and through the masonry wall 92.25 feet; thence North  $73^{\circ}55'24''$  West and through the masonry wall 5.72 feet; thence South  $16^{\circ}04'36''$  West and through the masonry wall 8.21 feet to the face of the south wall of the building; thence South  $73^{\circ}55'24''$  East and along the face of the south wall of the building 0.70 feet to a fence; thence South  $16^{\circ}04'36''$  West and along said fence 34.11 feet; thence North  $73^{\circ}55'24''$  West and still along said fence line 226 feet; thence South  $17^{\circ}34'06''$  West and still along said fence line 30.71 feet; thence North  $73^{\circ}55'24''$  West, still along the fence line, 183.10 feet to the beginning of a curve; thence running in a southwesterly direction and along said curve the radius of which is 20 feet a distance of 31.42 feet to the P.T. of said curve; thence South  $16^{\circ}04'36''$  West, still along said fence line, 236.50 feet; thence South  $73^{\circ}55'24''$  East still along said fence line 455.80 feet; thence South  $16^{\circ}04'36''$  West and still along said fence line 69.40 feet; thence in a southwesterly direction and along said fence 750 feet to the northerly line of property belonging to the Manhasset-Lakeville Water District; thence running North  $41^{\circ}05'56''$  West and along the northerly line of land of the Manhasset-Lakeville Water District 50 feet to the northwesterly corner of said Water District property; thence running South  $48^{\circ}54'04''$  West and along the westerly line of property of the Manhasset-Lakeville Water District 128.05 feet to the northerly line of Lakeville Road; thence running in a northwesterly direction and along the northerly and easterly line of Lakeville Road on a curve the radius of which is 920.37 feet a distance of 292.73 feet to the P.T. of said curve; thence running North  $19^{\circ}08'16''$  West and along the northeasterly line of Lakeville Road 106.45 feet to the P.C. of another curve; thence running in a northerly direction and along the easterly line of Lakeville Road and on a curve the radius of which is 920.37 feet a distance of 352.77 feet to the P.T. of said curve; thence running North  $2^{\circ}49'24''$  East and along the easterly line of Lakeville Road 787.19 feet; thence running North  $7^{\circ}36'24''$  East and still along the easterly line of Lakeville Road 189.80 feet to the beginning of a curve; thence running in a northerly direction and along the easterly line of Lakeville Road and on a curve the radius of which is 681.78 feet a distance of 321.93 feet to the P.T. of said curve; thence running North  $34^{\circ}39'39''$  East and along the easterly line of Lakeville Road 182.74 feet to the southerly line of Marcus Avenue at the point or place of beginning; CONTAINING within said bounds 56.167 acres.

INCLUDING the area comprising the compressor room and the entrance thereto which is situated on the first floor and east of the easterly line described in the proposed lease between the Reconstruction Finance Corporation and the United Nations, which compressor room area is more particularly bounded and described as follows:

BEGINNING at a point on the face of the north wall of the building, which point is distant 12.75 feet easterly from the chisel mark on the building and the fence line as shown on the section of the diagram attached hereto and which is a part of the above-mentioned proposed lease; thence running South  $73^{\circ}55'24''$  East and along the face of the north wall of the building 21.95 feet; thence South  $16^{\circ}04'36''$  West and along the east wall of the compressor room 46.79 feet; thence North  $73^{\circ}55'24''$  West 2.40 feet; thence South  $16^{\circ}04'36''$  West 6.67 feet; thence North  $73^{\circ}55'24''$  West 38.00 feet; thence North  $16^{\circ}04'36''$  East 6.67 feet; thence South  $73^{\circ}55'24''$  East 14.35 feet; thence North  $16^{\circ}04'36''$  East 36.39 feet; thence South  $73^{\circ}55'24''$  East 4.10 feet; thence North  $16^{\circ}04'36''$  East 10.40 feet to the point or place of beginning.

The foregoing description of the property has been taken from the proposed lease between the Reconstruction Finance Corporation and the United Nations. The said description is subject to such modification as may be contained in the lease as executed between the Reconstruction Finance Corporation and the United Nations.

#### B. Description of Property at Flushing Assembly Hall Site.

BEGINNING at a point located 1470 feet northerly from the intersection of the center lines of Grand Central Parkway and Horace Harding Boulevard in the Borough of Queens, City of New York, 95 feet easterly of the center line of Grand Central Parkway said point being the existing chain link fence along the westerly curb line of the Intramural Drive in Flushing Meadow Park; thence northerly along the chain link fence on the westerly side of the Intramural Drive for 1,370 feet to a point 55 feet south of the center line of the first pedestrian overpass across Grand Central Parkway south of the Long Island Railroad, northside Division; thence easterly along the chain link fence 840 feet to the northeast corner of the property; thence southerly 1,570 feet along the chain link fence on the westerly side of the pedestrian walk to the southeast corner of the property; thence westerly 805 feet along the chain link fence on the northerly side of the pedestrian walk to the point or place of beginning, it being the intention to include all the property within the chain link fence enclosing the Assembly Hall of United Nations Site, formerly the New York City Building and adjacent area.

This description was obtained by the United Nations from the Parks Department of the City of New York.

## UNITED NATIONS HEADQUARTERS: LOAN FOR CONSTRUCTION AND FURNISHING

*Agreement signed at Lake Success, N.Y., March 23, 1948; U.S. notification of approval of funds dated August 30, 1948*  
*Entered into force August 30, 1948*

62 Stat. 3725; Treaties and Other  
International Acts Series 1899

### LOAN AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE UNITED NATIONS

It is hereby agreed by the Government of the United States of America and the United Nations as follows:

(1) Subject to the terms and conditions of this Agreement, the Government of the United States will lend to the United Nations a sum not to exceed in the aggregate \$65,000,000. Such sum shall be expended only as authorized by the United Nations for the construction and furnishing of the permanent headquarters of the United Nations in its headquarters district in The City of New York, as defined in the Agreement Between the United States of America and the United Nations Regarding the Headquarters of the United Nations, signed at Lake Success, New York, on June 26, 1947,<sup>1</sup> including the necessary architectural and engineering work, landscaping, underground construction and other appropriate improvements to the land and approaches, and for other related purposes and expenses incident thereto.

(2) Such sum, or parts thereof, will be advanced by the United States through the Secretary of State, to the United Nations upon request of the Secretary-General or other duly authorized officer of the United Nations and upon the certification of the architect or engineer in charge of construction, countersigned by the Secretary-General or other duly authorized officer, that the amount requested is required to cover payments for the purposes set forth in paragraph (1) above which either (a) have been at any time made by the United Nations, or (b) are due and payable, or (c) it is estimated will become due and payable within sixty days from the date of such request. All sums not used by the United Nations for the purposes set forth in para-

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<sup>1</sup> TIAS 1676, *ante*, p. 956.

graph (1) will be returned to the United States through the Secretary of State when no longer required for said purposes. No amounts will be advanced hereunder after July 1, 1951, or such later date, not after July 1, 1955, as may be agreed to by the Secretary of State.

(3) All sums advanced hereunder will be receipted for on behalf of the United Nations by the Secretary-General or other duly authorized officer of the United Nations.

(4) The United Nations will repay without interest to the United States the principal amount of all sums advanced hereunder, in annual payments beginning on July 1, 1951, and on the dates and in the amounts indicated, until the entire amount advanced under this agreement has been repaid as follows:

<i>Date</i>	<i>Amount</i>	<i>Date</i>	<i>Amount</i>
July 1, 1951	\$1,000,000	July 1, 1967	\$2,500,000
July 1, 1952	1,000,000	July 1, 1968	2,500,000
July 1, 1953	1,500,000	July 1, 1969	2,500,000
July 1, 1954	1,500,000	July 1, 1970	2,500,000
July 1, 1955	2,000,000	July 1, 1971	2,500,000
July 1, 1956	2,000,000	July 1, 1972	2,500,000
July 1, 1957	2,000,000	July 1, 1973	2,500,000
July 1, 1958	2,000,000	July 1, 1974	2,500,000
July 1, 1959	2,000,000	July 1, 1975	2,500,000
July 1, 1960	2,500,000	July 1, 1976	1,500,000
July 1, 1961	2,500,000	July 1, 1977	1,500,000
July 1, 1962	2,500,000	July 1, 1978	1,500,000
July 1, 1963	2,500,000	July 1, 1979	1,500,000
July 1, 1964	2,500,000	July 1, 1980	1,500,000
July 1, 1965	2,500,000	July 1, 1981	1,500,000
July 1, 1966	2,500,000	July 1, 1982	1,000,000

However, in the event the United Nations does not request the entire sum of \$65,000,000 available to it under this Agreement, the amount to be repaid under this paragraph will not exceed the aggregate amount advanced by the United States. All amounts payable to the United States under this paragraph will be paid, out of the ordinary budget of the United Nations, to the Secretary of State of the United States in currency of the United States which is legal tender for public debts on the date such payments are made. All sums repaid to the United States will be receipted for on behalf of the United States by the Secretary of State.

(5) The United Nations may at any time make repayments to the United States of funds advanced hereunder in excess of the annual installments as provided in paragraph (4) hereof.

(6) The United Nations agrees that, in order to give full effect to Section 22(a) of the Agreement regarding the Headquarters of the United Nations referred to in paragraph (1) above (under which the United Nations shall not dispose of all or any part of the land owned by it in the headquarters district without the consent of the United States), it will not, without the consent of the United States, while any of the indebtedness incurred here-

under is outstanding and unpaid, create any mortgage, lien or other encumbrance on or against any of its real property in the headquarters district as defined in said Agreement. The United Nations also agrees that the United States, as a condition to giving its consent to any such disposition or encumbrance, may require the simultaneous repayment of the balance of all installments remaining unpaid hereunder.

(7) The effective date of this Agreement shall be the date on which the Government of the United States notifies the United Nations that the Congress of the United States, with the approval of the President, has made available the funds necessary to be advanced in accordance with the provisions of this Agreement.

In Witness Whereof, the Government of the United States of America, acting by and through the United States Representative to the United Nations, and the United Nations, acting by and through the Secretary-General, have respectively caused this Agreement to be duly signed in duplicate at Lake Success, New York on this 23rd day of March, 1948.

For the Government of the United States of America :

WARREN R. AUSTIN,  
*United States Representative* [SEAL]  
*to the United Nations*

For the United Nations:

TRYGVE LIE  
*Secretary-General*

#### APPROVAL OF FUNDS

*The United States Representative to the Secretary-General  
of the United Nations*

UNITED STATES MISSION  
TO THE UNITED NATIONS  
*August 30, 1948*

UN. 1657/C

The United States Representative at the Seat of the United Nations presents his compliments to the Secretary-General of the United Nations and has the honor to notify him that on August 11, 1948, the President of the United States of America signed the Bill (now Public Law 903)<sup>2</sup> authorizing a \$65,000,000 interest-free loan to the United Nations for the construction of the Headquarters of the United Nations in New York.

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<sup>2</sup> 62 Stat. 1286.

The United States Representative has the honor to advise the Secretary-General that the general procedure whereby the United States Government will make available to the United Nations funds in accordance with the Headquarters Loan Agreement, and whereby reports will be rendered thereon, will be as follows:

1. The Secretary-General will deposit with the Department of State, through the United States Mission to the United Nations, formal designations of the persons who will serve, within the terms of Section 2 of the Agreement, as duly authorized officers for requesting the advance of funds.

2. Requests for advances will be made to the United States Department of State, through the United States Mission to the United Nations, over the signature of the Secretary-General or a duly authorized officer, and will bear certification as to whether the request is to cover payments by the United Nations which

(a) have been made,

(b) are due and payable, or

(c) it is estimated will become due and payable within sixty days of the date of request, .

and which are for purpose cited in Section 1 of the Agreement. The certification should cite the broad category of expense covered, and will be signed by the architect or engineer in charge of construction and countersigned by the Secretary-General or a duly authorized officer.

3. The Secretary-General or a duly authorized officer will sign a receipt for each payment received and will forward the receipt to the United States Department of State through the United States Mission to the United Nations.

4. The Secretary-General or a duly authorized officer will report periodically to the United States Department of State, through the United States Mission to the United Nations, on amounts which will be available for return to the Department as funds which have not been disbursed within ninety (90) days of their receipt. Return to the Department of State through the United States Mission to the United Nations will be effected within thirty (30) days after expiration of the ninety (90) day period.

5. Repayments under the repayment schedule beginning July 1, 1951, will be made to the United States Department of State through the United States Mission to the United Nations and receipted for on behalf of the United States by the Secretary of State or his duly authorized representative.

6. Pending the appropriation by the Congress of the full amount of the loan, advances will be limited to the twenty-five million dollars (\$25,000,000.00) to be available to the Department under the Reconstruction Finance Corporation loan. The Secretary-General will be notified im-

mediately when the funds are available to the Department and may be drawn upon by the United Nations.

It is understood that representatives of the Department of State are in consultation with officials of the United Nations regarding details of the documentation and, in particular, regarding the details of provision four above.

# Uruguay

## EXTRADITION

*Treaty signed at Washington March 11, 1905*

*Senate advice and consent to ratification, with an amendment,  
March 18, 1905*<sup>1</sup>

*Ratified by the President of the United States, with an amendment,  
April 12, 1908*<sup>1</sup>

*Ratified by Uruguay May 27, 1908*

*Ratifications exchanged at Montevideo June 4, 1908*

*Entered into force June 4, 1908*

*Proclaimed by the President of the United States July 10, 1908*

35 Stat. 2028; Treaty Series 501

The President of the United States of America and the President of the Oriental Republic of Uruguay, being animated by the desire to secure and promote the well-being and tranquillity of their respective countries by facilitating the just, prompt, and efficacious administration of justice, by preventing crimes and offenses, and by regulating the surrender of the authors thereof who may seek asylum within their respective territories, have agreed to conclude a treaty and for this purpose have appointed as 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 Oriental Republic of Uruguay, Mr. Eduardo Acevedo Diaz, his Envoy Extraordinary and Minister Plenipotentiary accredited to the United States of America and to Mexico;

Who, after having communicated to each other their respective full powers, found in good and due form, have agreed on the following articles:

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<sup>1</sup> The U.S. amendment called for deletion of the words "other common-law" between the words "any" and "crime" in the third paragraph of art. III.

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

## ARTICLE I

The high contracting parties obligate themselves to deliver up mutually to each other, under the circumstances and conditions stipulated in the present treaty, all persons, except their own citizens, who, having been charged or sentenced for any of the crimes or offenses enumerated in Article II and committed within the territory of one of the parties, shall be found within the territory of the other.

## ARTICLE II

1. Murder, comprehending assassination, parricide, infanticide, poisoning, and manslaughter, when voluntary; or the attempt to commit any of these crimes.

2. Abortion.

3. Arson.

4. Piracy, or mutiny on shipboard whenever the crew, or part thereof, shall have taken possession of the vessel by fraud or violence against the commander.

5. Forgery, or the utterance of forged papers; the forgery of official acts of government, of public authorities, or of courts of justice, or the utterance of the thing forged or falsified.

The counterfeiting or falsifying of money, whether coin or paper, or of instruments of debt created by national, State, provincial, or municipal governments, or of coupons thereof, or of bank notes, or the utterance or circulation of these; the counterfeiting, falsifying, or altering of seals of state.

6. Embezzlement of public moneys by public functionaries or depositaries, embezzlement by persons hired or salaried, to the detriment of their employers or principals; larceny; where in either class of cases the amount embezzled or stolen exceeds the sum of two hundred dollars.

7. Burglary; housebreaking; shopbreaking.

8. Robbery, defined to be the act of feloniously and forcibly taking from the person of another money, or goods, by violence or putting him in fear.

9. Rape.

10. Bigamy.

11. Kidnapping; abduction.

12. Perjury and subornation of perjury.

13. Bribery, defined to be the giving, offering, or receiving of a reward to influence one in the discharge of a legal duty.

14. Willful and unlawful destruction or obstruction of railroads which endangers human life.

Extradition is also to take place for participation in any of the crimes and offenses mentioned in this treaty, provided such participation may be punished in the United States as a felony, and in Uruguay by imprisonment at hard labor.

## ARTICLE III

Political crimes and misdemeanors are expressly excepted from the present treaty.

A person whose surrender has been granted shall not in any case be either prosecuted or punished for any political crime or act connected therewith, committed previous to the extradition.

Neither shall he be prosecuted or punished for any crime<sup>2</sup> committed previous to that on which the surrender is based, unless the nation of which the demand is made so grants.

If any question shall arise as to whether a case comes within the provisions of this article, the decision of the authorities of the Government on which the demand for surrender is made, or which may have granted the extradition, shall be final.

## ARTICLE IV

Where the arrest and detention of a fugitive are desired on telegraphic or other information in advance of the presentation of formal proofs, the proper course in the United States shall be for an agent of the Uruguayan Government to apply to a judge or other magistrate authorized to issue warrants of arrest in extradition cases, and present a complaint on oath as provided by the statutes of the United States.

When under the provisions of this article the arrest and detention of a fugitive are desired in Uruguay, the proper course shall be to apply to the Foreign Office, which will immediately cause the necessary steps to be taken to secure the provisional arrest and detention of the fugitive.

The provisional detention of a fugitive shall cease and the prisoner be released if a formal requisition for his surrender, accompanied by the necessary evidence of his criminality, has not been produced under the stipulations of this treaty within a period of sixty days from the date of provisional arrest and detention.

## ARTICLE V

Requisitions for extradition must be presented by the diplomatic agent of the country of which the request is made, or in case of his absence by the superior consular officer thereof, to the Ministry of Foreign Relations, and shall be accompanied, in the case of persons charged or under trial, by an authenticated copy of the warrant of arrest and of the evidence upon which it is based, as well as of the penal law applicable to the offense giving rise to the request, and, whenever possible, by a description of the person claimed.

With regard to sentenced persons, duly authenticated evidence of the sentence convicting them should be presented.

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<sup>2</sup> For a U.S. amendment, see footnote 1, p. 979.

In the Oriental Republic of Uruguay the procedure shall be as follows:

The Ministry of Foreign Relations shall transmit the above-mentioned documents to the Superior Court of Justice, which, in turn, if it deems that the request for extradition is sufficiently well founded, shall turn it over to the judge having jurisdiction of the crime for execution. The latter functionary shall have authority to order the detention of the criminal, to take his deposition, consider his defense, and weigh the facts presented in accordance with the laws of the country; and if it turns out that the evidence presented is sufficient to warrant his imprisonment, the conditions required by the treaty having been fulfilled, he shall issue the order for his surrender, notifying the fact to the Executive, who thereupon dictates the measures necessary in order that the fugitive may be placed at the disposal of the demanding Government.

The expenses incurred in the arrest, detention, examination, and delivery of fugitives under this treaty shall be borne by the State in whose name the extradition is sought.

#### ARTICLE VI

All articles at the time of apprehension in the possession of the person demanded, whether being the proceeds of the crime or offense charged, or being material as evidence in making proof of the crime or offense, shall, so far as practicable in conformity with the laws of the respective countries, be given up when the extradition takes place. Nevertheless, the rights of third parties with respect to such articles shall be duly respected.

#### ARTICLE VII

Extradition may be refused when the penalty or right of action for the crime imputed to the person claimed shall have become barred by limitation according to the laws of the country in which he is seeking refuge.

#### ARTICLE VIII

If the accused or convicted party whose extradition is demanded by one of the high contracting parties in accordance with the present treaty should also be claimed by another or other governments as a result of crimes committed within their respective territories, he shall be delivered to the government of the country in which he shall have committed the gravest crime; provided that the government from which extradition is sought is not bound by treaty to give preference otherwise.

#### ARTICLE IX

If the person claimed should be under trial for a crime or offense committed in the country in which he is seeking refuge, his extradition shall be deferred until the trial he is undergoing is concluded, or until he suffers the

penalty imposed upon him. The same shall happen if he is serving a previous sentence at the time his extradition is demanded.

#### ARTICLE X

The obligation to grant extradition shall not in any case extend to the citizens of the two parties, but the executive authority of each shall have power to deliver them up, if, in its discretion, it is deemed proper to do so.

#### ARTICLE XI

The Government of the United States and that of Uruguay agree to notify each other of the result of the trials of all persons surrendered under this treaty.

#### ARTICLE XII

The provisions of the present treaty shall not apply to crimes or offenses committed prior to its date.

#### ARTICLE XIII

The present treaty may be denounced by either of the high contracting parties by giving notice one year in advance.

#### ARTICLE XIV

The present treaty shall be ratified and its ratifications exchanged at as early a day as possible.

In witness whereof, the respective Plenipotentiaries have signed the above articles, both in the English and Spanish languages, and hereunto affixed their seals.

Done in duplicate, at the City of Washington this 11th day of March, one thousand nine hundred and five.

JOHN HAY	[SEAL]
EDº ACEVEDO DÍAZ	[SEAL]

## NATURALIZATION

*Convention signed at Montevideo August 10, 1908*

*Senate advice and consent to ratification December 10, 1908*

*Ratified by the President of the United States December 26, 1908*

*Ratified by Uruguay May 14, 1909*

*Ratifications exchanged at Montevideo May 14, 1909*

*Entered into force May 14, 1909*

*Proclaimed by the President of the United States June 19, 1909*

36 Stat. 2165; Treaty Series 527

### NATURALIZATION CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE ORIENTAL REPUBLIC OF URUGUAY

The President of the United States of America and the President of the Oriental Republic of Uruguay, desiring to regulate the citizenship of those persons who emigrate from the United States to Uruguay, or from Uruguay to the United States, have resolved to conclude a convention on this subject and for that purpose have appointed their Plenipotentiaries, to wit:

The President of the United States: Edward C. O'Brien, Envoy Extraordinary and Minister Plenipotentiary of the United States in Uruguay;

The President of Uruguay: Antonio Bachini, Minister for Foreign Affairs of Uruguay;

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 who may be or shall have been naturalized in the Republic of Uruguay upon their own application or by their own consent, will be considered by the United States as citizens of the Republic of Uruguay. Reciprocally, Uruguayans who may be or shall have been naturalized in the United States, upon their own application or by their own consent, will be considered by the Republic of Uruguay as citizens of the United States.

#### ARTICLE II

If a Uruguayan, naturalized in the United States, renews his residence in Uruguay, without intent to return to the United States, he may be held to have renounced his naturalization in the United States.

Reciprocally, if an American, naturalized in Uruguay, renews his residence

in the United States, without intent to return to Uruguay, he may be held to have renounced his naturalization in Uruguay.

The intent not to return may be held to exist when the person naturalized in 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 nationality of the United States or Uruguay 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, or any other remission of liability to punishment.

### ARTICLE V

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

### ARTICLE VI

The present convention 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 Montevideo as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the foregoing articles, and have affixed their seals.

Done in duplicate at the City of Montevideo, in the English and Spanish languages this tenth day of August, one thousand nine hundred and eight.

EDWARD C. O'BRIEN	[SEAL]
ANTONIO BACHINI	[SEAL]

## ARBITRATION

*Convention signed at Washington January 9, 1909*

*Senate advice and consent to ratification January 13, 1909*

*Ratified by the President of the United States March 1, 1909*

*Ratified by Uruguay June 27, 1913*

*Ratifications exchanged at Washington November 14, 1913*

*Entered into force November 14, 1913*

*Proclaimed by the President of the United States November 15, 1913*

38 Stat. 1741; Treaty Series 583

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 Uruguay, 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 be referred to the Permanent Court of Arbitration established at The Hague by the convention of the 29th July, 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.

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<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 Uruguay 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 Uruguay 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 Spanish languages at Washington, this 9th day of January, one thousand nine hundred and nine.

ELIHU ROOT	[SEAL]
LUIS MELIAN LAFINUR	[SEAL]

## ADVANCEMENT OF PEACE

*Treaty signed at Washington July 20, 1914*

*Senate advice and consent to ratification August 13, 1914*

*Ratified by Uruguay November 25, 1914*

*Ratified by the President of the United States February 19, 1915*

*Ratifications exchanged at Washington February 24, 1915*

*Entered into force February 24, 1915*

*Proclaimed by the President of the United States February 26, 1915*

38 Stat. 1908; Treaty Series 611

The United States of America and the Oriental Republic of Uruguay, 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 Uruguay, his Envoy Extraordinary and Minister Plenipotentiary to the United States, Señor Dr. Don Carlos Maria de Pena;

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

The High Contracting Parties agree that all disputes between them, of every nature whatsoever, to the settlement of which previous arbitration treaties or agreements do not apply in their terms or are not applied in fact, shall, when diplomatic methods of adjustment have failed, be referred for investigation and report to a permanent 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 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. Each of the High Contracting Parties shall have the right to remove, at any time before investigation begins, any Commissioner selected by it and to name his successor, and under the same conditions shall also have the right to withdraw its approval of the fifth Commissioner selected jointly; in which case a new Commissioner shall be selected jointly as in the original selection. The Commissioners shall, when actually employed in the investigation of a dispute, receive such compensation as shall be agreed upon by the High Contracting Parties. The expenses of the Commission shall be paid by the two Governments in equal proportion.

The International Commission shall be appointed as soon as possible 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, by unanimous agreement spontaneously 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 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 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 the President of Uruguay, in accordance with the Constitution and laws thereof; 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 has 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 July, in the year nineteen hundred and fourteen.

WILLIAM JENNINGS BRYAN [SEAL]

CARL<sup>s</sup> M<sup>a</sup> DE PENA [SEAL]

## TRAVELING SALESMEN

*Convention signed at Washington August 27, 1918*

*Senate advice and consent to ratification October 10, 1918*

*Ratified by the President of the United States October 23, 1918*

*Ratified by Uruguay January 27, 1919*

*Ratifications exchanged at Montevideo August 2, 1919*

*Entered into force August 2, 1919*

*Proclaimed by the President of the United States August 11, 1919*

41 Stat. 1663; Treaty Series 640

The United States of America and the Oriental Republic of Uruguay, 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 Uruguay, His Minister, Doctor Don Baltasar Brum, Secretary of State in the Department of Foreign Relations;

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 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 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 can not 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 dispatch of samples.

## ARTICLE VII

Peddlers and other salesmen who deal directly with the consumer but who have no established place of business in a given country shall not be considered as commercial travelers in that country 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 concession 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 Montevideo 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, this twenty-seventh day of August 1918.

ROBERT LANSING	[SEAL]
BALTASAR BRUM	[SEAL]

## MILITARY OVERFLIGHTS

*Exchange of notes at Montevideo May 18 and 27, 1942*

*Entered into force May 27, 1942*

*Extended by agreement of May 17 and June 7, 1946<sup>1</sup>*

*Expired March 1, 1947*

Department of State files

*The American Ambassador to the Minister of Foreign Affairs*

MONTEVIDEO, URUGUAY

May 18, 1942

No. 149

### EXCELLENCY:

Under instructions of my Government, I have the honor to request Your Excellency's consideration of the following matter:

At the present time, when planes belonging to the United States Army or Navy may have occasion to fly over or land in Uruguayan territory or territorial waters, it is necessary to obtain the advance permission of the Uruguayan Government for each such flight. As Your Excellency will readily understand, circumstances may arise in which it would be of vital importance that such flights be arranged and carried out with as little delay as possible. In such cases, the necessity of obtaining advance authorization might cause regrettable delay. In order to guard against such a contingency, my Government has instructed me to inquire if Your Excellency's Government would be disposed to grant a general permission authorizing planes belonging to the United States Army or Navy to fly over and land in Uruguayan territory and territorial waters without the necessity of obtaining advance permission in each individual case. In the event that the Uruguayan Government should grant such general permission, it would be understood that authorization for individual flights would not be requested in advance. However, my Government, would, of course, furnish the Uruguayan Government advance information regarding projected flights at the earliest possible moment.

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<sup>1</sup> Not printed.

I trust that Your Excellency's Government will be in a position to give favorable consideration to this proposal and I shall be happy to communicate to my Government Your Excellency's comments regarding the matter.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

WILLIAM DAWSON

To His Excellency

Sr. Dr. DON ALBERTO GUANI,

*Minister of Foreign Affairs,*

*Montevideo.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

Reference :  
Diplomaticos  
320/942-1137

MINISTRY OF FOREIGN AFFAIRS

MONTEVIDEO, May 27 1942

MY DEAR MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note No. 149, dated the 18th instant in which Your Excellency informs me of the desire of your Government that aircraft of the Army and Navy of your country be authorized to fly over and land in Uruguayan territory without requesting previous permission, in virtue of the reasons which you indicate.

In reply, I have pleasure in stating that the international situation in which Uruguay finds itself vis-a-vis the United States justifies it in granting it exceptional treatment, with due regard for the considerations invoked by Your Excellency, since the time element may be a determining factor in the success of the tasks which may be assigned to the units referred to.

It shall be understood, however, as stated in your communication, that in each case, wherever possible, previous notice of the flight will be given, and in those cases where landings have been made the competent authority shall be immediately informed of the facts.

I reiterate to you, Mr. Ambassador, the assurances of my highest consideration.

A. GUANI

His Excellency Mr. WILLIAM DAWSON,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

## RECIPROCAL TRADE

*Agreement and exchanges of notes signed at Montevideo July 21, 1942*<sup>1</sup>

*Ratified by Uruguay October 22, 1942*

*Proclaimed by the President of the United States November 10, 1942*

*Proclamation and ratification exchanged at Washington December 2, 1942*

*Supplementary proclamation by the President of the United States December 3, 1942*

*Entered into force January 1, 1943*

*Terminated December 28, 1953, by agreement of November 30, 1953*<sup>2</sup>

56 Stat. 1624; Executive Agreement Series 276

### TRADE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE ORIENTAL REPUBLIC OF URUGUAY

The President of the United States of America and the President of the Oriental Republic of Uruguay, 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 resolved to conclude a Trade Agreement so providing and have appointed for this purpose as their Plenipotentiaries:

The President of the United States of America:

William Dawson, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Oriental Republic of Uruguay; and

The President of the Oriental Republic of Uruguay:

His Excellency Doctor Don Alberto Guani, Minister of Foreign Affairs;

Who, after having exchanged their full powers, found to be in good and due form, have agreed upon the following provisions:

#### ARTICLE I

1. The United States of America and the Oriental Republic of Uruguay will grant each other unconditional and unrestricted most-favored-nation

<sup>1</sup>For schedules annexed to agreement, see 56 Stat. 1641 or p. 19 of EAS 276.

<sup>2</sup>5 UST 435; TIAS 2937.

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 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 the Oriental Republic of Uruguay 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 the Oriental Republic of Uruguay 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 the Oriental Republic of Uruguay or the United States of America, respectively.

## ARTICLE II

1. Articles the growth, produce or manufacture of the United States of America or the Oriental Republic of Uruguay, 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 of any other foreign origin.

2. The provisions of this Article relating to national treatment shall not apply to taxes imposed by the Oriental Republic of Uruguay on pharmaceutical specialties, toilet and perfumery products, cigarettes, cigars, fortified wines, vermouth, champagne, matches and playing cards.

## 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 a share equivalent to the proportion of the total imports of such article supplied by that country during a previous representative period, and shall make such share available so as to facilitate its full utilization, unless it is mutually agreed to dispense with such allotment. 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 the preceding paragraph 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 the United States of America or the Government of the Oriental Republic of Uruguay establishes or maintains a monopoly for the importation, production or sale of a particular article or grants exclusive privileges, formally or in effect, to one or more agencies to import, produce or sell a particular article, the commerce of the other country shall receive 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 considerations, such as those of price, quality, marketability and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing 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 other foreign countries.

## ARTICLE VI

1. Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America or the Oriental Republic of Uruguay, 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.

2. No administrative ruling by the United States of America or the Oriental Republic of Uruguay 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 consumption 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 health, or relating to public safety, or giving effect to judicial decisions.

## ARTICLE VII

1. Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I<sup>3</sup> annexed to this Agreement and made an integral part thereof, on their importation into the Oriental Republic of Uruguay, if now exempt from ordinary customs duties,

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<sup>3</sup> See footnote 1, p. 996.

shall continue to be so exempt or, if now dutiable, shall 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.

2. 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 Oriental Republic of Uruguay in force on the day of the signature of this Agreement.

#### ARTICLE VIII

1. Articles the growth, produce or manufacture of the Oriental Republic of Uruguay, enumerated and described in Schedule II annexed to this Agreement and made an integral part thereof, on their importation into the United States of America, if now exempt from ordinary customs duties, shall continue to be so exempt or, if now dutiable, shall 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.

2. 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 the laws of the United States of America in force on that day.

#### 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 the Oriental Republic of Uruguay 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 form of quantitative regulation,

whether or not operated in connection with any agency of centralized control, shall be imposed by the Oriental Republic of Uruguay 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 the Oriental Republic of Uruguay enumerated and described in Schedule II.

2. The foregoing provision shall not apply to quantitative regulations in whatever form imposed by the United States of America or the Oriental Republic of Uruguay on the importation or sale of any article the growth, produce or manufacture of the other country, in conjunction with governmental measures or measures under governmental authority 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, or to maintain the exchange value of the currency of the country.

## ARTICLE XII

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 representations or proposals as may be made with a view to effecting a mutually satisfactory adjustment of the matter. If no agreement is reached with respect to such representations or proposals, the Government making them shall be free to suspend or 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. In order to facilitate such consultations, a Commission consisting of representatives of each Government shall be established to study the operation of the Agreement, to make recommendations regarding the fulfillment of the provisions of the Agreement, and to consider such other matters as may be submitted to it by the two Governments.

## ARTICLE XIII

The provisions of this Agreement relating to the treatment to be accorded by the United States of America and the Oriental Republic of Uruguay, respectively, to the commerce of the other country shall apply, on the part of the United States of America, to the continental territory of the United States of America and such of its territories and possessions as are included in its customs territory. The provisions of this Agreement relating to most-

favored-nation treatment shall apply, furthermore, to all articles the growth, produce or manufacture of any territory under the sovereignty or authority of the United States of America or the Oriental Republic of Uruguay, imported from or exported to any territory under the sovereignty or authority of the other country. The provisions of this Article 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 the Oriental Republic of Uruguay to adjacent countries in order to facilitate frontier traffic, and advantages accorded in 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. It is understood that the provisions of this Agreement relating to laws and regulations affecting the sale, taxation or use of imported articles within the United States of America and the Oriental Republic of Uruguay are subject to the constitutional limitations on the authority of the Governments of the respective countries.

ARTICLE XVI

1. 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 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.

2. In the event that the Government of either country makes representations to the other Government in respect of the application of any sanitary law or regulation for the protection of human, animal or plant life or health, 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.

ARTICLE XVII

This Agreement shall be proclaimed by the President of the United States of America and shall be ratified by the Government of the Oriental Republic of Uruguay. It shall enter definitively into force thirty days after the exchange of the instrument of ratification and the proclamation, which shall take place in Washington as soon as possible.

ARTICLE XVIII

Subject to the provisions of paragraph 1 of Article XII, this Agreement shall continue in force for a term of three years 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 on that date, it shall remain in force thereafter until the expiration of six months from that date on which such notice shall have been given.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed hereto their seals.

Done in duplicate, in the English and Spanish languages, both authentic, at the City of Montevideo this twenty-first day of July, 1942.

WILLIAM DAWSON	[SEAL]
ALBERTO GUANI	[SEAL]

[For schedules annexed to agreement, see 56 Stat. 1641 or p. 19 of EAS 276.]

## EXCHANGES OF NOTES

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS

MONTEVIDEO, July 21, 1942

MR. AMBASSADOR:

I have the honor to refer to the discussions during the course of the negotiation of the trade agreement between Uruguay and the United States of America, signed this day, in regard to its provisions relating to non-discriminatory treatment by each country of the trade of the other.

These provisions establish a policy which the Government of Uruguay recognizes, as its representatives have always stated, as necessary and desirable. Non-discriminatory treatment between the various countries regarding reciprocal importation is essential to the development of multilateral trade among nations. The Government of Uruguay, as has been stated, adheres to this conception and appreciates the vast significance of the decision of the Government of the United States of America to strive for its full and general reestablishment.

In the course of negotiating the trade agreement, the representatives of our two Governments have emphasized the importance of multilateral trade and therefore of the provisions setting forth the principle of unconditional most-favored-nation treatment. However, the representatives of the Uruguayan Government have stated that strict compliance with these provisions is conditioned by circumstantial factors beyond the control of Uruguay.

The regulations imposed with respect to international trade and payments by European belligerent countries, including the United Kingdom of Great Britain and Northern Ireland, which is one of the most important markets for Uruguayan exports, present great difficulties in this regard. In particular, the measures whereby the sterling balances resulting from Uruguay's commercial and financial transactions with Great Britain cannot be converted into free currencies prevent, for so long as they remain in force, the Uruguayan Government from extending full non-discriminatory treatment to the commerce of the United States of America.

For this reason, the representatives of the Uruguayan Government have stated in the course of the negotiations that the full application by Uruguay of the provisions of the agreement with regard to non-discriminatory treatment is subject to the modifications which may be made in the Payments Agreement between Uruguay and the United Kingdom and which may elimi-

nate the difficulties imposed by that agreement, especially with respect to the freezing of Uruguayan sterling balances.

In conclusion, the Uruguayan representatives have asserted the decision of their Government to make effective in full the stipulations referred to above as soon as it becomes possible for Uruguay to convert its sterling balances into free currencies. I confirm in this manner the statements of the Uruguayan representatives, and I reaffirm the earnest hope of the Uruguayan Government that it may be possible to erect in the near future a system of multilateral trade among all nations, free from the impediments and restrictions which prevent its normal maintenance and necessary expansion.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

ALBERTO GUANI

The Honorable

WILLIAM DAWSON,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

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*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Montevideo, July 21, 1942*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date concerning the discussions during the course of the negotiations of the Trade Agreement between our two Governments signed this day regarding the provisions of the Agreement which provide for non-discriminatory treatment by each country of the trade of the other, and to confirm Your Excellency's statement with reference thereto.

I have taken note with pleasure of the assurances conveyed to me in Your Excellency's communication.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM DAWSON

To His Excellency

Sr. Dr. DON ALBERTO GUANI

*Minister of Foreign Affairs,  
Montevideo.*

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

## MINISTRY OF FOREIGN RELATIONS

*Montevideo, July 21, 1942*

Mr. AMBASSADOR:

I have the honor to refer to the conversations between representatives of the Government of Uruguay and the Government of the United States of America, in connection with the trade agreement signed this day, in regard to trade relations between Uruguay and neighboring countries.

During the course of these conversations the Uruguayan representatives have referred (1) to Resolution LXXX of the Seventh International Conference of American States at Montevideo, approved December 24, 1933,<sup>4</sup> recommending the study of a contractual formula for tariff preferences to contiguous or neighboring countries and, pursuant thereto, to the recommendation of the Inter-American Financial and Economic Advisory Committee on September 18, 1941 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 and other trade preferences with a view to the fullest possible development of international trade on a multilateral unconditional most-favored-nation basis; and (2) to Convention VIII, Final Minutes of the regional conference of the Plata River countries at Montevideo, January 27 to February 6, 1941, whereby the Governments of Argentina, Brazil, and Uruguay have agreed reciprocally not to claim for themselves, because of the most-favored-nation clause, the exemptions and facilities which any one of them accords or may accord to the products of Bolivia or Paraguay, so long as these exemptions and facilities are not extended to any third country.

The conversations to which I have referred have disclosed a mutual understanding which is as follows:

(1) The Government of the United States of America will not invoke the provisions of article I of the trade agreement signed this day for the purpose of obtaining the benefit of tariff preferences meeting the requirements of the aforementioned formula recommended by the Inter-American Financial and Economic Advisory Committee accorded by Uruguay to contiguous

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<sup>4</sup>For text, see *Report of the Delegates of the United States of America to the Seventh International Conference of American States, Montevideo, Uruguay, December 3-26, 1933* (U.S. Government Printing Office, 1934), p. 275.

countries, Bolivia, or Paraguay, it being understood that if any such preference should be extended by Uruguay to any third country it would be extended immediately and unconditionally to the United States; (2) the Government of the United States of America will not invoke the provisions of articles III and IV of the trade agreement for the purpose of obtaining the benefit of any exchange or quota preferences accorded by Uruguay to contiguous countries, Bolivia, or Paraguay on the understanding that such preferences shall cease when the present world conflict shall have terminated, except as may be otherwise agreed upon by the Governments of the United States of America and Uruguay upon the recommendation of the Mixed Commission provided for in the second paragraph of article XII of the trade agreement.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

ALBERTO GUANI

The Honorable

WILLIAM DAWSON,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

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*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Montevideo, July 21, 1942*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date with reference to the agreement reached between representatives of the Government of the United States of America and the Government of Uruguay, in connection with the Trade Agreement signed this day, in regard to trade relations between Uruguay and contiguous countries, Bolivia, and Paraguay.

I have the honor to confirm Your Excellency's statement of the agreement reached with reference to this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM DAWSON

To His Excellency

Sr. Dr. DON ALBERTO GUANI,

*Minister of Foreign Affairs,  
Montevideo.*

## PURCHASE OF URUGUAYAN WOOL

*Exchange of notes at Washington November 23, 1942*

*Entered into force November 23, 1942*

*Terminated October 11, 1943*<sup>1</sup>

1942 For. Rel. (VI) 700

*The Secretary of State to the Uruguayan Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*November 23, 1942*

EXCELLENCY:

I have the honor to refer to the recent conversations held by the representatives of your Government and of the Government of the United States of America concerning the unsold portion of the Uruguayan wool clip of the 1941-1942 season and the Uruguayan wool clip of the 1942-1943 season. The Defense Supplies Corporation, an agency of this Government, has agreed to purchase Uruguayan wool of these two clips on the terms and conditions set forth in the attached memorandum of understanding<sup>2</sup> reached as a result of the conversations referred to.

It is my hope that this agreement will aid in the stabilization of the economy of Uruguay and will decrease the dislocations to its economy caused by the war demand.

It has been agreed between the two Governments that they will from time to time consult with the joint objective of limiting exports of wool from Uruguay in such manner that Uruguayan wool required by the United States of America for the conduct of the War is made available for that purpose and in such manner that it does not become available, directly or indirectly, for purposes disadvantageous to the conduct of the War.

I believe that the agreement which has been reached between our Governments substantially furthers the effectiveness of the Resolutions adopted at the Third Meeting of Ministers of Foreign Affairs of the American Republics held at Rio de Janeiro and is a step forward in the development of mutually advantageous economic relations between our two countries.

Accept, Excellency, the assurances of my highest consideration.

CORDELL HULL

His Excellency

Dr. JUAN CARLOS BLANCO,  
*Ambassador of Uruguay.*

<sup>1</sup> Pursuant to notice of termination given by the United States July 13, 1943.

<sup>2</sup> Not printed.

*The Uruguayan Ambassador to the Secretary of State*

[TRANSLATION]

EMBASSY OF URUGUAY

WASHINGTON, D.C.,

November 23, 1942

No. 724/42  
C. 59/942

MR. SECRETARY OF STATE:

I have the honor to acknowledge receipt of Your Excellency's note of today in which you refer to the conversations recently held between the representatives of the Government of the United States of America and my Government relative to the unsold part of the 1941-1942 crop of Uruguayan wool and of the 1942-1943 crop of Uruguayan wool.

At the same time Your Excellency informs me that an agency of your Government, The Defense Supplies Corporation, has agreed to buy Uruguayan wool of these two crops on the terms and conditions established in the annexed memorandum of the understanding reached as a result of the conversations mentioned.

Your Excellency indicates, further, that this agreement will contribute to the stabilization of the economy of Uruguay and will reduce the disturbances in its economy caused by the demands of the war.

Reference is also made in Your Excellency's note to the agreement of both Governments with respect to consultations from time to time with the double purpose of limiting the wool exports of Uruguay in such manner that the Uruguayan wool required by the United States of America for conducting the war may be obtainable for this purpose and may not be obtainable, directly or indirectly, for purposes detrimental to the conduct of the war.

Taking note of these declarations, I have the pleasure to express that the Government of the Republic of Uruguay shares in the statements made and that it believes that the agreement which has been reached between our Governments substantially broadens the efficacy of the Resolutions adopted at the Third Meeting of Ministers of Foreign Relations of the American Republics, held at Rio de Janeiro, and that it is a forward step in the development of mutually advantageous economic relations between the United States of America and the Republic of Uruguay.

I remain, Mr. Secretary, with my highest consideration,

J. C. BLANCO

His Excellency

The Honorable CORDELL HULL,

*Secretary of State of the United States of America,  
Washington.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Washington October 1 and November 1, 1943*

*Entered into force November 1, 1943*

*Modified by agreements of April 8 and 23, 1946;<sup>1</sup> November 10, 1947, and January 3, 1948;<sup>2</sup> June 25 and July 20, 1948;<sup>3</sup> July 21, 26, and 27, 1949;<sup>4</sup> October 4, 1950, and March 7, 1951;<sup>5</sup> and January 16 and March 26, 1952<sup>6</sup>*

*Extended by agreements of April 8 and 23, 1946;<sup>1</sup> November 10, 1947, and January 3, 1948;<sup>2</sup> June 25 and July 20, 1948;<sup>3</sup> July 21, 26, and 27, 1949;<sup>4</sup> and October 4, 1950, and March 7, 1951<sup>5</sup>*

*Expired June 30, 1955*

58 Stat. 1434; Executive Agreement Series 423

*The Acting Secretary of State to the Uruguayan Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*October 1, 1943*

EXCELLENCY:

I have the honor to refer to your note of August 17 regarding the matter of a cooperative health and sanitation program in Uruguay and to my acknowledgment of September 9.

In accordance with Resolution XXX approved at the Third Meeting of Ministers of Foreign Affairs of the American Republics held at Rio de Janeiro in January 1942,<sup>7</sup> the Government of the United States, if it is so desired by the Government of Uruguay, is prepared to provide an amount not to exceed \$500,000 (U.S. currency) to be expended for the execution of a health and sanitation program in Uruguay. The funds provided by my Government for this purpose will be made available by the Office of the Coordi-

<sup>1</sup> TIAS 2157, *post*, p. 1013.

<sup>2</sup> TIAS 2158, *post*, p. 1024.

<sup>3</sup> TIAS 2159, *post*, p. 1031.

<sup>4</sup> 3 UST 517; TIAS 2408.

<sup>5</sup> 3 UST 2816; TIAS 2453.

<sup>6</sup> 3 UST 4013; TIAS 2540.

<sup>7</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 117.

nator of Inter-American Affairs through the Institute of Inter-American Affairs.

The Institute of Inter-American Affairs is also prepared to provide a group of technicians, skilled in public health work, to cooperate with the appropriate officials of the Government of Uruguay in execution of the proposed program of public health and sanitation. A member of this group of technicians will be the representative of the Institute of Inter-American Affairs in Uruguay.

The salaries and expenses, including traveling expenses, of all personnel furnished by the Institute of Inter-American Affairs will be paid by the Government of the United States from funds exclusive of those provided for the cooperative program of public health and sanitation.

It is understood that the Government of Uruguay will provide \$1 (U.S. currency) for every \$5 (U.S. currency) contributed by my Government and will furnish such other funds, personnel, services, equipment and supplies as it may consider necessary for the development of the proposed collaborative program of public health and sanitation.

It is further understood that a special cooperative service of public health and sanitation will be established within an appropriate ministry of the Government of Uruguay and that the detailed arrangements for the establishment of such a special service subsequently will be effected by agreement between the appropriate official of the Government of Uruguay and a representative of the Institute of Inter-American Affairs.

The funds provided by the Government of the United States for the execution of this cooperative program will be expended in accordance with mutual agreements between the appropriate official of the Government of Uruguay and the representative of the Institute of Inter-American Affairs in Uruguay. The projects constituting the proposed collaborative program will be determined upon and executed in accordance with mutual agreements between the appropriate official of the Government of Uruguay and the representative of the Institute of Inter-American Affairs, and upon completion will become the property of the Government of Uruguay.

It is understood that no project will be undertaken that will require materials or supplies, the procurement of which would handicap any phase of the war effort.

Accept, Excellency, the renewed assurances of my highest consideration.

A. A. BERLE, JR.  
*Acting Secretary of State*

His Excellency,  
Dr. JUAN CARLOS BLANCO,  
*Ambassador of Uruguay.*

*The Uruguayan Ambassador to the Secretary of State*

[TRANSLATION]

EMBASSY OF URUGUAY

WASHINGTON, D.C.

*November 1, 1943*No. 792/43  
C.3/943

MR. SECRETARY OF STATE:

Your Excellency was kind enough to inform me, in your communication dated October 1, 1943, that the Government of the United States is prepared to furnish to the Government of Uruguay, if the latter should desire it, an amount not to exceed \$500,000, United States currency, to be expended in the execution of a program of sanitation.

Your Excellency adds that the funds provided for this purpose by your Government will be obtained from the Office of the Coordinator of Inter-American Affairs through the Institute of Inter-American Affairs and that this institution is also prepared to cooperate with the Government of Uruguay by sending a group of technicians experienced in works relating to public health.

Having acquainted my Government with the said communication, I am pleased to inform you that I have received instructions from the Ministry of Foreign Affairs cordially and gratefully to accept this offer, stating at the same time that it is in agreement with all your terms with regard to the cooperation of Uruguay.

I avail myself of this opportunity to greet the Secretary of State with my highest consideration.

J. C. BLANCO

To His Excellency

The Honorable CORDELL HULL,  
*Secretary of State of the  
United States of America  
Washington*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Montevideo April 8 and 23, 1946, modifying and extending agreement of October 1 and November 1, 1943; exchange of letters between the Institute of Inter-American Affairs and the Ministry of Public Health at Montevideo April 9 and 11, 1946*

*Entered into force April 23, 1946; operative January 1, 1947  
Program expired June 30, 1955*

62 Stat. 4108; Treaties and Other  
International Acts Series 2157

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Montevideo, April 8, 1946*

No. 38

### EXCELLENCY:

I have the honor to refer to the note of the Acting Secretary of State of the United States of America of October 1, 1943, and to the reply of His Excellency the Ambassador of Uruguay in Washington,<sup>1</sup> relative to the cooperative program of public health and sanitation provided for by Resolution XXX approved at the Third Meeting of the Ministers of Foreign Affairs of the American Republics held at Rio de Janeiro in January, 1942.<sup>2</sup> Pursuant to this exchange of notes, the Executive Vice-President of The Institute of Inter-American Affairs, an agency of the Government of the United States of America, addressed under date of November 13, 1943, a communication to His Excellency the Minister of Public Health, in which he outlined the terms and conditions under which The Institute of Inter-American Affairs would be prepared to carry out a cooperative program of public health and sanitation in the Republic of Uruguay. This proposal was accepted by the Minister of Public Health on November 17, 1943, and under these arrangements the health and sanitation program has been successfully carried out in Uruguay.

More recently there have been conversations between the Chief of Field Party of The Institute and His Excellency the Minister of Public Health with

<sup>1</sup> EAS 423, *ante*, p. 1010.

<sup>2</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 117.

a view to examining the possibilities of extending the period and scope of the program. Under date of August 29, 1945, the Minister of Public Health addressed the President of The Institute of Inter-American Affairs expressing the belief that the program should be continued through the calendar year 1947.

My Government has given most sympathetic consideration to this matter and I am pleased to be able to inform Your Excellency that it is prepared to cooperate with Your Excellency's Government in extending the program in Uruguay and to make available additional funds for that purpose. The period of extension, the sums to be made available by both Governments, and any additional details with regard to the continuance and scope of the program would be worked out by mutual agreement between the Minister of Public Health and Mr. Clarence I. Sterling, Jr., representing The Institute of Inter-American Affairs, and would be incorporated, as in the previous instance, in a written agreement between the Ministry and the Institute.

Accept, Excellency, the renewed assurances of my highest consideration.

WILLIAM DAWSON

To His Excellency

Sr. Dr. don EDUARDO RODRÍGUEZ LARRETA,  
*Minister of Foreign Relations,*  
*Montevideo.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS

D.I.I.C.C. 910/943-316

MONTEVIDEO, April 23, 1946

MR. AMBASSADOR:

I take pleasure in acknowledging receipt of note No. 38 of the 8th of the current month, in which you were good enough to inform me that Your Excellency's Government is prepared to cooperate with Uruguay in extending the public health and sanitation program contemplated by Resolution XXX adopted at the Third Meeting of Ministers of Foreign Affairs of the American Republics and in allocating additional funds for that purpose.

Thanking Your Excellency for the good intentions shown by the Govern-

ment of the United States, I am to inform you that I am today transmitting to the Ministry of Public Health a copy of the note to which this is the reply.

I renew to the Ambassador the assurances of my highest consideration.

For the Minister

ALFREDO PACHECO

*Division Director*

*Acting Director General*

His Excellency

WILLIAM DAWSON,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

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*The Representative of The Institute of Inter-American Affairs  
to the Minister of Public Health*

THE INSTITUTE OF INTER-AMERICAN AFFAIRS

DIVISION OF HEALTH AND SANITATION

18 DE JULIO 2083  
MONTEVIDEO-URUGUAY

MONTEVIDEO, April 9, 1946

Dr. FRANCISCO FORTEZA

*Minister of Public Health*

*Oriental Republic of Uruguay  
Montevideo.*

DEAR MR. MINISTER:

I have the honor to refer to the agreement concluded in November 1943 between the Oriental Republic of Uruguay, acting through the Minister of Public Health of the Government of Uruguay, and the United States of America, represented by The Institute of Inter-American Affairs, a corporation of the Office of Inter-American Affairs and an agency of the Government of the United States of America, acting through the Executive Vice President of the Institute of Inter-American Affairs. The agreement referred to provided for the inauguration and execution of a cooperative health and sanitation program in Uruguay in conformity with Resolution XXX, approved at the Third Meeting of Ministers of Foreign Affairs of the American Republics held in Rio de Janeiro in January 1942.

The agreement of November 1943 arose out of correspondence on November 13, 17, and 18, 1943, between General George C. Dunham, as Executive Vice President of The Institute of Inter-American Affairs and Sr. Dr. don Luis Mattiauda, as Uruguayan Minister of Public Health, which exchange of correspondence was based upon an exchange of diplomatic notes under dates of October 1, 1943 and November 1, 1943, between the Honorable

A. A. Berle, Jr., as Acting Secretary of State, on behalf of the United States of America, and Sr. Dr. don Juan Carlos Blanco, Ambassador of Uruguay to the United States of America, on behalf of the Oriental Republic of Uruguay.

I have the further honor to refer to the letter dated August 29, 1945 from Sr. Dr. don Luis Mattiauda, the Uruguayan Minister of Public Health, to General George C. Dunham, President of the Institute of Inter-American Affairs, proposing the extension of the health and sanitation program, and to recent conversations which have taken place between you, as Minister of Public Health of the Government of Uruguay, and Dr. H. Jackson Davis, as the Chief of Field Party in Uruguay of the Health and Sanitation Division of The Institute of Inter-American Affairs, concerning the possibility of extending such program.

As the duly authorized representative of The Institute of Inter-American Affairs, I have the honor of informing you, Mr. Minister, that the Government of the United States of America, as represented by The Institute of Inter-American Affairs, is in agreement with the proposal that the cooperative program of health and sanitation be extended, and I therefore have the pleasure officially to propose to you, Mr. Minister, the continuation of the mentioned cooperative health and sanitation program being carried out in Uruguay, upon the following terms and conditions:

1. The contribution of the parties called for in the agreement of November 1943, which may not yet have been made upon the effective date of this proposed extension agreement, shall be paid over in accordance with the provisions of the agreement of November 1943, to the Servicio Cooperativo Interamericano de Salud Pública (hereinafter called the "S.C.I.S.P."), which is the special entity within and subordinated to the Ministry of Public Health of the Uruguayan Government and through which the cooperative program of health and sanitation is being carried out.

2. In addition to the contribution of One Hundred Thousand Dollars (\$100,000) U.S. currency on the part of the Government of Uruguay and the contribution of Five Hundred Thousand Dollars (\$500,000) U.S. currency on the part of The Institute of Inter-American Affairs required to be made to the cooperative health and sanitation program by the parties to the agreement of November 1943, there shall be deposited to the order of the S.C.I.S.P. in its bank account in Montevideo, Uruguay, the sum of One Hundred and Fifty Thousand Dollars (\$150,000) U.S. currency by the Oriental Republic of Uruguay and the sum of Seventy-Five Thousand Dollars (\$75,000) U.S. currency by the Institute of Inter-American Affairs.

3. The additional funds mentioned in the preceding clause 2 shall be deposited as aforesaid to the order of the S.C.I.S.P. by installments at such times and in such amounts as shall be mutually agreed upon by the Minister of Public Health and the Chief of Field Party in Uruguay of The Institute of Inter-American Affairs, each installment to be paid in the proportion of

the equivalent of \$2.00 U.S. currency on the part of the Oriental Republic of Uruguay for every \$1.00 U.S. currency on the part of The Institute of Inter-American Affairs.

4. In view of the fact that many purchases of materials and supplies for the cooperative health and sanitation program must necessarily be made in the United States by The Institute of Inter-American Affairs, the contributions of The Institute of Inter-American Affairs to the S.C.I.S.P. pursuant to the agreement of November 1943, and this proposed extension agreement, shall include the cost of acquiring and transporting such materials and supplies to Uruguay for use in carrying out projects approved by the Minister of Public Health and the Chief of Party of The Institute of Inter-American Affairs.

5. Apart from the modifications in the amount and proportion of the contribution of funds as required by clause 2 and the designation of the termination date as provided by clause 7, the aforesaid cooperative health and sanitation program in Uruguay shall continue to be carried out in conformity with the mentioned agreement of November 1943 as well as Executive Decree No. 9266 dated November 14, 1944 specifically issued with respect to such agreement and such program shall also continue to be carried out in accordance with all the rules, regulations and policies established and to be established pursuant to said agreement of November 1943. All provisions of the agreement of November 1943 shall be continued during the existence of the proposed extension agreement in so far as they are not inconsistent with or have not been specifically modified by the terms hereof.

6. Continuance is provided, likewise, for the duration of the extended agreement, of all exemptions and privileges granted to officials of The Institute of Inter-American Affairs appointed for the cooperative health and sanitation program and who will carry out their functions in Uruguay, temporarily or permanently, who will enjoy the benefits granted to the S.C.I.S.P. and its officials and the exemption of customs and import duties on personal effects, equipment and provisions which they import or cause to be imported for their own use, in accordance with what was established in said agreement of November 1943.

7. The agreement to extend the cooperative health and sanitation program as herein proposed, shall become effective after the terms hereof have been accepted in writing by you, as Minister of Public Health of Uruguay, and after the legislation, decrees and resolutions which may be necessary from the constitutional, legal and administrative viewpoint for the fulfillment of the extended agreement have been issued by the competent authorities of the Republic.

The extended agreement shall remain in force until December 31, 1947.

If this proposal is acceptable to the Government of Uruguay, this letter and the acceptance thereof by the Government of Uruguay will constitute a binding and effective agreement between the Oriental Republic of Uruguay

and The Institute of Inter-American Affairs, an agency of the Government of the United States of America, in accordance with the terms thereof.

I take this opportunity to extend to you, Mr. Minister, the assurances of my highest consideration.

The Institute of Inter-American Affairs

By: \_\_\_\_\_

CLARENCE I. STERLING, Jr.

*Representative*

*The Minister of Public Health to the Representative of The Institute  
of Inter-American Affairs*

[TRANSLATION]

Q No. 289630

REPUBLIC OF URUGUAY

MINISTRY OF PUBLIC HEALTH

MONTEVIDEO April 11, 1946

Note 5687

MR. CLARENCE STERLING

*Representative of the Institute  
of Inter-American Affairs*

DEAR SIR:

I have the honor to inform you that at the meeting of the Council of Ministers held on the 10th of this month to consider the note of the Institute of Inter-American Affairs of the United States of America, which you represent, the Executive Power of the Nation resolved to accept the extension to December 31, 1947 of the agreement concluded in November 1943 concerning the health and sanitation program to be carried out in Uruguay.

Being informed of the terms of your note, as well as of the work accomplished with the collaboration of the Institute of Inter-American Affairs, the Council of Ministers unanimously agreed especially to note in the records the results achieved in that field and at the same time to express their desire to continue maintaining that bond with the Inter-American Cooperative Service, and the extension of the agreement was thus approved and this Ministry of State was authorized to sign the new agreement in representation of the Executive Power.

I am pleased to transmit herewith a certified copy of the respective act of the Council of Ministers and to state to you that the Ministry of Public Health

under my direction gives its approval to the terms of the proposal contained in your letter of the 9th of this month, referred to above.

I avail myself of this opportunity to renew to you the assurances of my special consideration.

F. S. FORTEZA  
Dr. Francisco S. Forteza  
*Minister of Public Health*

## ENCLOSURE

[TRANSLATION]

N No. 240207

OFFICE OF THE PRESIDENT  
OF THE REPUBLIC  
SECRETARIAT

CERTIFIED COPY:—Copy of Act No. 433, corresponding to the meeting held by the Council of Ministers on April 10, 1946: "A little later, the Minister of Public Health stated that Mr. Clarence I. Sterling, representative of the Institute of Inter-American Affairs of the United States, was in our capital city and that in accordance with steps initiated at the opportune time by Dr. Mattiauda, the former Minister, and continued by the Ministry at present under his direction, he was proposing the continuation for another year of the program of preventive medicine which is being carried out in Uruguay in collaboration with that Institute and which will expire December 31 next. Dr. Forteza added that although even before the said agreement was signed that campaign had been started in our country, its results have been much more positive since we had the cooperation of the aforementioned agency, not because there is a lack of technicians here, for we have very able professionals in this field, but because of the orientation of methods that is being put into practice. He continued saying that the agreement, aside from its scientific character, embodies a symbolic aim, as he had opportunity to point out in the Senate when the original project was approved, because it constitutes another manifestation of the Good Neighbor Policy initiated by President Roosevelt. Therefore Dr. Forteza proposed that the Council declare that the work accomplished through this agreement has been beneficial to the country and that it is desired to continue to maintain this link with the Inter-American Cooperative Service; this proposal was unanimously accepted and consequently the said extension was approved and the Minister was authorized to sign the respective document with Mr. Sterling."

The foregoing is a true and faithful copy of the original that appears in the Minutes of the Council of Ministers of the Republic of Uruguay.

JULIÁN F. ALVAREZ C.  
Dr. Julian F. Alvarez Cortés  
*Secretary of the Council of Ministers*

## AIR TRANSPORT SERVICES

*Agreement signed at Montevideo December 14, 1946*  
*Entered into force provisionally December 14, 1946*

[For text, see 15 UST 2115; TIAS 5692.]

## CERTIFICATES OF AIRWORTHINESS FOR EXPORT

*Exchange of notes at Montevideo January 3 and July 17, 1947*  
*Entered into force July 17, 1947*

Department of State files

*The American Embassy to the Minister for Foreign Affairs*

MONTEVIDEO, URUGUAY  
*January 3, 1947*

No. 4

### EXCELLENCY:

Acting under instructions of my Government, I have the honor to inform Your Excellency that the Civil Aeronautics Administration of my Government is considering a change in the procedure of granting certificates of airworthiness for export covering unassembled aircraft and components which have not been previously assembled and flight tested.

At present the issuance of a certificate of airworthiness for export constitutes a certification that the specific aircraft being exported has been examined and found to comply with applicable standards and requirements of the Civil Aeronautics Administration and any special requirements stipulated by the country of import. Such examinations have included inspection and flight testing of the aircraft after final assembly. Certificates of airworthiness for export covering aircraft components likewise evidenced inspection after assembly. Because of the mass production methods and tooling now employed by most American aircraft manufacturers, individual parts of a given model are substantially identical or interchangeable. For this reason final assembly of the aircraft can be accomplished away from the factory without difficulty and it is not considered necessary that such aircraft be flight tested by Civil Aeronautics Administration inspectors before exportation from the United States.

Therefore, in order to obviate the need of assembling aircraft for flight testing, with attendant expense and delay, and subsequently disassembling for export shipment, Civil Aeronautics Administration is contemplating the issuance of certificates of airworthiness for export for unassembled aircraft which have not been previously assembled and flight tested. Likewise, Civil Aeronautics Administration contemplates issuing such certificates cover-

ing unassembled aircraft components which have not been previously assembled and tested. The following conditions will apply to aircraft and components covered by these contemplated certificates of airworthiness for export:

1. The manufacturer will hold a Civil Aeronautics Administration type certificate and production certificate for the particular aircraft model concerned.

2. The Civil Aeronautics Administration will have determined that the article exported has been manufactured in conformity with approved data, that special requirements of the importing country have been complied with, that workmanship and materials are acceptable, and that if assembled and flight tested in accordance with instructions, it would conform to Civil Aeronautics Administration airworthiness requirements.

3. That reasonable instructions for assembling and flight testing will be provided.

It would be greatly appreciated if Your Excellency would ascertain whether the appropriate authorities of the Uruguayan Government would be disposed to accord recognition to certificates of airworthiness for export issued by the Civil Aeronautics Administration in accordance with the proposed new procedure.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. F. MCGURK

To His Excellency

Sr. Don EDUARDO RODRIGUEZ LARRETA,  
*Minister of Foreign Relations,*  
*Montevideo.*

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*The Minister for Foreign Relations to the American Chargé d'Affaires  
ad interim*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

MONTEVIDEO, July 17, 1947

MR. CHARGÉ D'AFFAIRES:

With reference to that Embassy's note no. 4 dated January 3, 1947, relative to the proposed change in the procedure for issuing air navigation certificates in the export of airplanes and components which have not been previously assembled and tested in flight, I am pleased to inform you that the Ministry of National Defense by communication under date of July 7, 1947, has informed this Ministry that the appropriate technical organization

has given its approval for the continuation of the system of issuing the certificates referred to by the Civil Aeronautics Administration of that country, in the above mentioned note.

I renew to you, Mr. Chargé d'Affaires, the assurances of my highest consideration.

MATEO MARQUES CASTRO  
*Minister of Foreign Relations*

EDWARD J. SPARKS, Esquire,  
*Chargé d'Affaires a.i. of the United States of America.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Montevideo November 10, 1947, and January 3, 1948, modifying and extending agreement of October 1 and November 1, 1943, as modified and extended; extension agreement signed at Montevideo January 3, 1948*

*Entered into force January 3, 1948; operative from January 1, 1948  
Program expired June 30, 1955*

62 Stat. 4117; Treaties and Other  
International Acts Series 2158

### EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Montevideo, Uruguay, November 10, 1947*

No. 194

#### EXCELLENCY:

I have the honor to refer to the exchange of notes between the Honorable A. A. Berle, Jr., Acting Secretary of State of the United States of America, and His Excellency Dr. Juan Carlos Blanco, Ambassador of Uruguay to the Government of the United States of America, on October 1, and November 1, 1943,<sup>1</sup> respectively, concerning the establishment of a cooperative program of health and sanitation in Uruguay. It will be recalled that my Government agreed to send a small staff of experts and technicians to Uruguay to cooperate with officials of the Uruguayan Government in the execution of the proposed program in conformity with detailed arrangements subsequently to be effected by agreement between the Government of Uruguay and the Institute.

Following the exchange of the above communications, details with regard to the execution of the program were agreed to by the Minister of Public Health of Uruguay and the Executive Vice President of the Institute, in accordance with which there was established within the Ministry of Public Health the Servicio Cooperativo Inter-Americano de Salud Pública through which the cooperative program has been administered. These arrangements subsequently were modified to provide, among other things, for additional

<sup>1</sup> EAS 423, *ante*, p. 1010.

contributions to the cooperative program by the parties and for the extension of the program until December 31, 1947.

It has been suggested that the cooperative program of health and sanitation in Uruguay be extended and I now have been advised by the Department of State in Washington that The Institute of Inter-American Affairs is agreeable to the extension of the program for a period from the expiration date of the present agreement, which is December 31, 1947, through June 30, 1948, with the understanding that the unexpended portion of funds heretofore contributed and those to be contributed by the two parties for the execution of the program will continue to be available therefor and will be sufficient to permit the continuation of the program until June 30, 1948, without further contribution of project funds by the Institute.

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 possible in order that final arrangements for signing the Extension Agreement may be made by officials of the Oriental Republic of Uruguay and The Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

ELLIS O. BRIGGS

To His Excellency

Señor Don MATEO MARQUES CASTRO,  
*Minister for Foreign Affairs,*  
*Montevideo.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

MONTEVIDEO, *January 3, 1948*

D.I.I.C. 910/943-5

MR. AMBASSADOR:

With reference to Your Excellency's note No. 194 of November 10 last concerning the preparation of a cooperative health and sanitation program in Uruguay, I have the honor to transmit to you herewith a copy of the Presidential Decree of December 30, 1947,<sup>2</sup> authorizing the Ministry of Public Health to approve, in the name of the Government of the Republic,

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<sup>2</sup> Not printed here.

the proposal made by the Institute of Inter-American Affairs to extend to June 30, 1948 the present Agreement between the Government of the Republic and that Institute.

I avail myself of this opportunity to renew to Your Excellency the assurances of my very high consideration.

For the Minister  
ALFREDO PACHECO  
*Director General*

His Excellency

ELLIS O. BRIGGS,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.  
City.*

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#### EXTENSION AGREEMENT

JANUARY 3, 1948

This EXTENSION AGREEMENT between the República Oriental del Uruguay (hereinafter called the "Republic") represented by the Minister of Public Health of the Republic (hereinafter referred to as 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 Dr. H. Jackson Davis, Chief of Field Party, Health and Sanitation Division of the Institute in Uruguay (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 Institute, as embodied in the exchange of correspondence between the Executive Vice President of the Institute and the Minister of Public Health of the Republic on November 13, 17 and 18, 1943, respectively, as supplemented and modified by the agreement contained in the exchange of correspondence dated April 9 and 11, 1946 between the Institute, represented by Mr. Clarence I. Sterling Jr., and the Republic, represented by the Minister of Public Health,<sup>3</sup> which agreement was accepted pursuant to Decree No. 12389 of the Executive Branch dated April 25, 1946 (all of such 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

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<sup>3</sup> TIAS 2157, *ante*, p. 1015.

six months beginning the first day of January, 1948 and terminating the thirtieth day of June, 1948.

## CLAUSE II

The Institute shall continue to maintain in the Republic of Uruguay during the term of this Extension Agreement, a group of its officials and technicians 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 Uruguay in connection with the cooperative program of health and sanitation to be carried out in accordance with this Extension Agreement.

## CLAUSE III

The special service created in the Ministry of Public Health of Uruguay, pursuant to the Basic Agreement, under the name of "Servicio Cooperativo Interamericano de Salud Pública" (hereinafter called "S.C.I.S.P."), shall continue to act as an intermediary between the Government of the Republic and the Institute, and shall continue to be charged with the execution of the cooperative program of health and sanitation in Uruguay in accordance with the Basic Agreement and this Extension Agreement. The Chief of Field Party of the Institute shall continue to serve as director of the S.C.I.S.P. for the period comprehended by the Extension Agreement.

## CLAUSE IV

The cooperative program of health and sanitation in Uruguay shall continue to consist of individual projects. The nature and extent of each project and the distribution of the funds for the execution thereof shall be determined and agreed upon in writing by the Minister and the Chief of Field Party, and shall be carried out by the Director of S.C.I.S.P. in conformity with policies prescribed jointly by the Minister and the Chief of Field Party.

## CLAUSE V

The parties hereto acknowledge that the obligation of the Republic under the Basic Agreement for the cooperative program of health and sanitation in Uruguay is \$250,000 U.S., and that the obligation of the Institute under the Basic Agreement for the same program is \$575,000 U.S., and agree that the contributions of the parties called for in the Basic Agreement which may not have been made upon the effective date of this Extension Agreement shall be paid over in accordance with the Basic Agreement. The parties further agree that the unexpended portion of the funds contributed or to be contributed pursuant to the Basic Agreement will continue to remain available to further finance the cooperative program of health and sanitation in Uruguay during the period established by this Extension Agreement. It is

further understood and agreed that no contribution by the Institute to the cooperative program of health and sanitation in Uruguay in addition to those required to be made in accordance with the Basic Agreement are contemplated by this Extension Agreement.

#### CLAUSE VI

The salaries, living allowances, travel expenses and any other amounts payable directly to, or on account of, the members of the field party of the Institute shall continue to be paid by the Institute from funds of the Institute other than those referred to in Clause V of this Extension Agreement which are required to be deposited to the account of the S.C.I.S.P. in accordance with the Basic Agreement.

#### CLAUSE VII

All rights and privileges enjoyed by official government departments and others of the Government of the Republic of Uruguay and by the personnel and employees of the same, shall continue to be granted to the S.C.I.S.P. and to its personnel and employees for the duration of this Extension Agreement. Such rights and privileges shall include for example and not exclusively, free mailing privileges, telephone and telegraph services, free transportation on railways administered by the Uruguayan Government, and the right to such reductions or preferential rates as are granted to Uruguayan Government departments by national marine or river navigation companies, air transportation, telegraph and telephone rates, etc., and also freedom and exemption from excise, stamp, consular fees, property, and any all other taxes.

#### CLAUSE VIII

The Republic of Uruguay recognizes and accepts the Institute as a corporate instrumentality of the Government of the United States of America and, accordingly, agrees that the Institute will enjoy the same rights, privileges and immunities as are accorded to official government departments of the Government of the Republic of Uruguay with respect to operations of the Institute which are related to, or property which is to be used for, the cooperative program of health and sanitation in Uruguay. Continuance is provided, likewise, during the term of this Extension Agreement of the exemption of all employees of the Institute who are citizens of the United States of America and who are engaged in carrying out the objectives of the cooperative program of health and sanitation in Uruguay from all income taxes and social security taxes with respect to income on which they are obliged to pay income or social security taxes to the Government of the United States of America and from property taxes on personal property intended for their own use. Employees of the Institute and members of their families with them in Uruguay also shall be exempt from the payment of

customs and import duties on their personal effects and supplies imported for their own use.

#### CLAUSE IX

The general policies inaugurated pursuant to the Basic Agreement, or to be inaugurated pursuant to the Extension Agreement, for the execution of the cooperative program of health and sanitation in Uruguay, including, but not limited to, the making of contracts, disbursement and accounting of funds deposited to the account of S.C.I.S.P., employment and payment of salaries of personnel of S.C.I.S.P., the purchase, use, inventory, control and disposition of property, and any other administrative matters, shall, during the term of this Extension Agreement, be continued, determined or established subject to mutual agreement between the Minister and the Director of S.C.I.S.P.

#### CLAUSE X

All materials, equipment and supplies purchased with funds of the S.C.I.S.P. shall become the property of the Republic and any property acquired by S.C.I.S.P. which is not expended, used or obligated at the termination of the period fixed by this Extension Agreement shall remain the property of the Republic and shall be devoted to the cooperative program of health and sanitation in Uruguay in such manner as may be agreed upon in writing by the Minister and the Chief of Field Party. Any funds of S.C.I.S.P. remaining at the close of the cooperative program of health and sanitation in Uruguay shall be disposed of in such manner and for such purposes as may be mutually agreed upon by the Minister and the Chief of Field Party.

#### CLAUSE XI

Any rights, powers, or duties conferred by this Extension Agreement upon either the Minister, the Chief of Field Party, or the Director of the S.C.I.S.P., may be delegated in writing by the recipient thereof to their respective representatives, provided that such representatives are satisfactory to the other parties.

#### CLAUSE XII

The books and accounts of the S.C.I.S.P. shall be available at any time for inspection or audit by any appropriate agency of the Government of the Republic of Uruguay and by the Institute. The Director of S.C.I.S.P. shall continue to furnish to the Minister and to the Chief of Field Party any information which may be desired concerning the S.C.I.S.P. or its activities, and shall render reports to the Government of Uruguay and to the Institute at such intervals as may be agreed upon between the Minister and the Chief of Field Party.

## CLAUSE XIII

The Government of Uruguay will obtain the necessary legislation, decrees, orders or resolutions necessary to carry out the terms of this Extension Agreement.

## CLAUSE XIV

This Extension Agreement shall supplement the provisions of the Basic Agreement, the terms and provisions of which, insofar 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 XV

This Extension Agreement shall become effective as soon as diplomatic notes confirming and accepting this Extension Agreement have been exchanged by the Minister of Foreign Relations of the Republic and the Ambassador of the United States of America to Uruguay or upon the date of execution hereof in the event that diplomatic notes approving the extension of the cooperative program of health and sanitation in Uruguay, 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 duplicate in the English and Spanish languages, at Montevideo, Uruguay, this third day of January, 1948.

For the Institute of Inter-American Affairs

H. JACKSON DAVIS  
*Chief of Field Party*

For the Republica Oriental del Uruguay

ENRIQUE M. CLAVEAUX  
*Minister of Public Health*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Montevideo June 25 and July 20, 1948, modifying and extending agreement of October 1 and November 1, 1943, as modified and extended*

*Entered into force October 7, 1948; operative from July 1, 1948*

*Program expired June 30, 1955*

62 Stat. 4128; Treaties and Other  
International Acts Series 2159

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES  
OF AMERICA

*Montevideo, June 25, 1948*

No. SS

EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, between the Oriental Republic of Uruguay and The Institute of Inter-American Affairs, arising out of the exchange of notes between His Excellency Juan Carlos Blanco, Ambassador of Uruguay to the United States of America and His Excellency A. A. Berle, Jr., Acting Secretary of State of the United States of America, dated October 1, 1943 and November 1, 1943,<sup>1</sup> as later modified and extended,<sup>2</sup> which provided for the initiation and execution of the existing cooperative health and sanitation program in Uruguay. I also refer to Your Excellency's note of May 26, 1948, suggesting the consideration by our respective Governments of a further extension of that Agreement.

As Your Excellency knows, the above referred to Basic Agreement 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 Uruguay 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 U.S. Cy. to the Servicio Cooperativo Interamericano de Salud Publica for use in carrying out project

<sup>1</sup> EAS 423, *ante*, p. 1010.

<sup>2</sup> TIAS 2157, *ante*, p. 1013, and TIAS 2158, *ante*, p. 1024.

activities of the program on condition that your Government would contribute to the Servicio for the same purpose the sum of not less than \$250,000 U.S. cy. 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 Servicio, for payment of salaries and other expenses of the members of the Institute Health and Sanitation Division Field Staff, who are maintained by the Institute in Uruguay. 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 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 Minister of Public Health of Uruguay 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.

ELLIS O. BRIGGS

To His Excellency

Sr. Dr. Don DANIEL CASTELLANOS,  
*Minister of Foreign Affairs,*  
*Montevideo.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

MONTEVIDEO, July 20, 1948

D.I.I.C.C.  
910/943-713

MR. AMBASSADOR:

Referring to Your Excellency's Note No. 88, dated June 25, last, relating to the extension of the Agreement on the Cooperative Health and Sanitation Program in Uruguay, I have the honor to notify Your Excellency that the

Ministry of Public Health has informed this Department of State, in accordance with the resolution of the Council of Ministers of April 21, last, of its approval of the said extension to June 30, 1949, and the appropriate measures will be adopted to that effect.

I renew to Your Excellency the assurances of my high consideration.

For the Minister

J. CARRERE S.

Justino Carrere Sapriza

*Under Secretary*

His Excellency

ELLIS O. BRIGGS,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Montevideo July 21, 26 and 27, 1949, modifying  
and extending agreement of October 1 and November 1, 1943, as  
modified and extended*

*Entered into force July 27, 1949*

*Program expired June 30, 1955*

[For text, see 3 UST 517; TIAS 2408.]

## WAIVER OF VISAS AND VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Montevideo November 3 and 8, 1949*  
*Entered into force November 10, 1949*

64 Stat. B122; Treaties and Other  
International Acts Series 2046

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS

CABILDO

D.C.  
159/947-2520

MONTEVIDEO, November 3, 1949

MR. AMBASSADOR:

I have the honor to inform Your Excellency—with reference to your Embassy's Memorandum dated July 10, 1947, and to subsequent conversations held on the matter taken up in the said Memorandum—that the Government of the Republic has, by Decree issued today, extended maximum courtesies to citizens of your country who desire to visit Uruguay temporarily, ordering that effective the 10th of the present month they be admitted freely upon presentation of their valid passports and without the need of a consular visa or of any other requirement. I take pleasure in attaching herewith a copy of the said Decree.<sup>1</sup>

Citizens of the United States of America will thus be admitted, on each visit, for the periods of stay provided in the existing regulations for categories of temporary visitors established in sections (a) to (g) of Article 17 of the Decree of February 28, 1947; it is of course understood that the privileges allowed by the new system have been extended without prejudice to the right to reject, or to refuse admission to, the said visitors, a discretionary right which is applied in exceptional cases and the reservation of which is imposed by the existing regulations.

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<sup>1</sup> Not printed here.

It is a pleasure for me to inform you, Mr. Ambassador, of the system of special facilities which I have explained above.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

CÉSAR CHARLONE

His Excellency CHRISTIAN M. RAVNDAL,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.*

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*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
MONTEVIDEO, URUGUAY  
November 8, 1949

No. 117

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's Note dated November 3, 1949 (D.C. 159/947-2520) transmitting the text of the Executive Decree dated November 3, 1949, in accordance with which American citizens will, effective November 10, 1949, be permitted to enter Uruguayan territory within any category of temporary admission established in Uruguayan immigration laws and regulations on the presentation of valid United States passports only.

I am pleased to inform Your Excellency that, in consideration of the courtesies extended by the aforementioned decree to American citizens entering Uruguay temporarily, the Government of the United States will, on and after the tenth day of November, 1949, grant gratis nonimmigrant passport visas to Uruguayan nationals who are *bona fide* nonimmigrants within the meaning of the Immigration Act of 1924, as amended, who are in possession of valid Uruguayan passports, and who are eligible to receive such visas. In the cases of temporary visitors who qualify under the provisions of clause (2), Section 3, Immigration Act of 1924,<sup>2</sup> the visas may be valid for any number of applications for admission into the United States and its possessions within a period of twenty-four months, provided the passports of the bearers remain valid for that period of time. Moreover, in consideration of the facilities granted to American citizens by this decree, all other nonimmigrant passport visas granted to eligible Uruguayan nationals, on and after the tenth day of November, 1949, will be without fee and may be valid for any number of applications for admission into the United States during a period of twelve months, provided the passports of the bearers remain valid for that period of time.

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<sup>2</sup> 43 Stat. 154.

The period of validity of a visa refers 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 a bearer should he be 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.

The fee for an immigration visa and the execution of an application therefor to permit an alien to apply for admission to 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, and it may not be changed upon the basis of a reciprocal arrangement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

C. M. RAVNDAL

To His Excellency

Sr. Dr. Don CÉSAR CHARLONE,  
*Minister of Foreign Affairs,*  
*Montevideo.*

# Venezuela

## PEACE, FRIENDSHIP, NAVIGATION, AND COMMERCE

*Treaty signed at Caracas January 20, 1836*

*Senate advice and consent to ratification March 23, 1836*

*Ratified by the President of the United States April 20, 1836*

*Ratified by Venezuela May 25, 1836*

*Ratifications exchanged at Caracas May 31, 1836*

*Entered into force May 31, 1836*

*Proclaimed by the President of the United States June 20, 1836*

*Articles with respect to commerce and navigation terminated January 3,  
1851*<sup>1</sup>

8 Stat. 466; Treaty Series 366<sup>2</sup>

### TREATY OF PEACE, FRIENDSHIP, NAVIGATION AND COMMERCE BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF VENEZUELA

The United States of America and the Republic of Venezuela desiring to make lasting and firm the friendship and good understanding 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 of friendship, commerce and navigation.

For this most desirable object the President of the United States of America has conferred full powers on John G. A. Williamson a citizen of the said States, and their Chargé d'affaires to the said republic, and the President of the Republic of Venezuela on Santos Michelena a citizen of the said Republic, who after having exchanged their said full powers, in due and proper form, have agreed to the following articles:

<sup>1</sup> Pursuant to notice of termination given by Venezuela Nov. 5, 1849.

<sup>2</sup> For a detailed study of this treaty, see 4 Miller 3.

## ARTICLE 1

There shall be a perfect, firm, and inviolable peace and sincere friendship between the United States of America and the Republic of Venezuela 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 Venezuela 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 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 by the parties respectively according to their own separate laws.

## ARTICLE 4

They likewise agree that whatever kind of produce, manufactures 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 Venezuela, and that no higher or other duties upon the tonnage of the vessel and her cargo shall be levied and collected, whether the importation be made in the vessels of the one country or of the other. And in like manner that whatever kind of produce, manufactures or merchandize, of any foreign country, can be from time to time lawfully imported into the Republic of Venezuela 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 vessels and her cargo, shall be levied or collected, whether the importation be made in vessels of the one country or of the other. And they agree that whatever may be lawfully exported or reexported from the one country in

its own vessels to any foreign country, may in like manner be exported or reexported in the 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 Venezuela.

#### ARTICLE 5

For the better understanding of the preceding article, and taking into consideration the actual state of the commercial marine of the Republic of Venezuela, it has been stipulated and agreed that all vessels belonging exclusively to a citizen or citizens of said Republic and whose captain is also a citizen of the same, though the construction or crew are or may be foreign, shall be considered for all the objects of this treaty as Venezuelan vessels.

#### ARTICLE 6

No higher or other duties shall be imposed on the importation into the United States of any articles the produce or manufacture of the Republic of Venezuela, and no higher or other duties shall be imposed on the importation into the Republic of Venezuela of any articles, the produce or manufacture of the United States, than are or shall be payable on the 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 Venezuela 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 Venezuela to or from the territories of the United States, or to or from the territories of the Republic of Venezuela, which shall not equally extend to all other nations.

#### ARTICLE 7

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 8

The citizens of neither of the contracting parties shall be liable to any embargo, nor be detained with their vessels, cargos, merchandizes or effects,

for any military expedition, nor for any public or private purpose whatever, without allowing to those interested a sufficient indemnification.

#### ARTICLE 9

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 merchant, 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 10

All the ships, merchandize, and the 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, their 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 the respective Governments.

#### ARTICLE 11

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, until they may be exported, unless they be destined for consumption.

#### ARTICLE 12

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 the 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, nor any other charges than those which are imposed by the laws of the country.

#### ARTICLE 13

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 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 on the said trials.

#### ARTICLE 14

The citizens of the United States residing in the territories of the Republic of Venezuela, shall enjoy the most perfect and entire security of conscience without being annoyed, prevented, or disturbed on account of their religious belief. Neither shall they be annoyed, molested, or disturbed in the proper exercise of their religion in private houses, or in the chapels or places of worship appointed for that purpose, with the decorum due to divine worship, and with due respect to the laws, usages, and customs of the country. Liberty shall also be granted to bury the citizens of the United States who may die in the territories of the Republic of Venezuela, in convenient and adequate places to be appointed and established by themselves for that purpose, with the knowledge of the local authorities, or in such other places of sepulture as may be chosen by the friends of the deceased. Nor shall the funerals or sepulchres of the dead be disturbed in any wise nor upon any account.

In like manner the citizens of Venezuela shall enjoy within the Government and territories of the United States a perfect and unrestrained liberty of conscience, and of exercising their religion publicly or privately within their own dwelling houses, or in the chapels and places of worship appointed for that purpose agreeable to the laws, usages and customs of the United States.

#### ARTICLE 15

It shall be lawful for the citizens of the United States of America and of the Republic of Venezuela to sail with their ships with all manner of liberty and security, no distinction being made who are the proprietors of the merchandizes 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 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 shall 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 recognise 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 16

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 stipulations, it shall always be understood that the neutral property found on board such enemies' vessels, shall be held and considered as enemies' 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 17

This liberty of navigation and commerce shall extend to all kinds of merchandize, excepting those only, which are distinguished by the name of contraband, and under this name of contraband or prohibited goods, shall be comprehended:

1st. Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fuses, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberds and granades, bombs, powder, matches, balls, and all other things belonging to the use of these arms.

2d. Bucklers, helmets, breastplates, coats of mail, infantry-belts, and clothes made up in the form, and for military use.

3d. Cavalry-belts, and horses with their furniture.

4th. 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 18

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 subjects of free and lawful commerce, so that they may 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 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 19

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, or 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 judgment according to law.

#### ARTICLE 20

And whereas it frequently happens, that vessels sail for a port or places 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 any officer commanding a vessel 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, that may have entered into such port, 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 21

In order to prevent all kind of disorder in the visiting and examination of the ships and cargos 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 cannonshot, and may send its boat with two or three men only, in order to execute the said examination of the papers concerning the ownership of the vessel without causing the least extortion, violence, or ill-treatment, for which the commanders of the said armed ship, shall be responsible with their persons and property: for which purpose the commanders of 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 his papers or for any other purpose whatever.

#### ARTICLE 22

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 said ship really and truly belongs to the citizens of one of the parties: they likewise agreed, that such ship, 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, when the ship sailed, in the accustomed form; without such requisites said vessels may be detained to be adjudged by the competent tribunal, and may be declared legal prize, unless the said defect shall be proved to be owing to accident and satisfied or supplied by testimony entirely equivalent.

#### ARTICLE 23

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 honour, 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 24

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 tribunals of either party 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 reason 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 25

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 considered as a pirate.

#### ARTICLE 26

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 and of the Republic of Venezuela, 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 27

Neither the debts due from individuals of the one nation to the individuals of the other, nor shares, nor moneys which they may have in public funds, nor in public, or private banks, shall ever in any event of war or of national difference, be sequestered or confiscated.

## ARTICLE 28

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 Venezuela may find it proper to give to the ministers and other public agents of any other power, shall by the same act be extended to those of each of the contracting parties.

## ARTICLE 29

To make more effectual the protection which the United States and the Republic of Venezuela 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 may not seem convenient.

## ARTICLE 30

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 31

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 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 consulates shall be respected inviolably, and under no pretext whatever, shall any magistrate seize or in any way interfere with them.

## ARTICLE 32

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 vessels, or ships-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 said Consuls, and may be put in the public prisons, at the request and expence 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 33

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 them, to form a Consular convention, which shall declare especially the powers and immunities of the Consuls and Vice-consuls of the respective parties.

## ARTICLE 34

The United States of America and the Republic of Venezuela 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 of Peace, Amity, Commerce, and Navigation, have declared solemnly, and do agree to the following points:

1st: 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 and permanently binding on both powers.

2d. 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 harmony and good correspondence between the two

nations, shall not be interrupted thereby, each party engaging in no way to protect the offender, or sanction such violation.

3d. If (what, indeed, cannot be expected) unfortunately any of the articles 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 act 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 proofs, and demanded justice, and the same shall have been either refused or unreasonably delayed.

4d. Nothing in this Treaty contained shall, however, be constructed, or operate contrary to former and existing public Treaties with other Sovereigns and 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 President of the Republic of Venezuela with the consent and approbation of the Congress of the same, and the ratifications shall be exchanged in the city of Caracas within eight months, to be counted from the date of the signature hereof, or sooner if possible.

In faith whereof, we the Plenipotentiaries, of the United States of America and of the Republic of Venezuela have signed and sealed these presents.

Done in the city of Caracas on the twentieth day of January, in the year of our Lord one thousand eight hundred and thirty six, and in the sixtieth year of the Independence of the United States of America, and the twenty-sixth of that of the Republic of Venezuela.

JOHN G. A. WILLIAMSON	[SEAL]
SANTOS MICHELENA	[SEAL]

## CLAIMS: THE CASE OF THE BRIG "MORRIS"

*Exchange of notes at Caracas February 26 and 29 and March 1, 1844*

*Entered into force June 10, 1844*<sup>1</sup>

*Terminated upon fulfillment of its terms*<sup>2</sup>

4 Miller 523

*The American Chargé d'Affaires to the Secretary of State for Foreign Affairs*

LEGATION OF THE UNITED STATES

*Caracas, February 26, 1844*

SIR: In pursuance of the verbal agreement concluded upon in our informal conversation on Saturday, I have now the honor to say to you, that I will agree to recommend to the favorable consideration of the Government of the United States, a proposition from the Government of Venezuela to pay eighteen thousand dollars, Spanish, as its proportion of the indemnity claimed in the case of the Brig Morris—said sum of eighteen thousand dollars to be paid by the Government of Venezuela so soon as official information of the assent of the Government of the United States to said arrangement shall be received in Caracas.

I have the honor to be, Sir, with great respect, Your obedient servant,

ALLEN A. HALL

Hon. F. ARANDA

*Secretary of State for Foreign Affairs.*

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*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires*

[TRANSLATION]

REPUBLIC OF VENEZUELA,

*Caracas, 29 February, 1844*

DEPARTMENT OF STATE  
FOR FOREIGN AFFAIRS

SIR: In conformity with the understanding come to at our last interview, of 24th instant, and with what you have been pleased to state in your

<sup>1</sup> Date of notification to the Government of Venezuela of approval by the Government of the United States.

<sup>2</sup> For a detailed study of this agreement, including a discussion of the settlement, see 4 Miller 523.

communication of 26th of same month, I have been ordered by His Excellency the President of the Republic, to propose, as a definitive settlement of the claim made on Venezuela for indemnity to the owners of brig *Morris* and cargo, the payment of eighteen thousand round dollars, in this city, as soon as official and competent information shall have been received of the acceptance of this proposal by the Government of the United States; it being well understood that this arrangement has for its object the termination of this business in a friendly manner, without admitting those principles with which the Government of Venezuela has not been able to coincide, and that this proposal must be submitted to the approbation of Congress, without which it cannot be carried into effect.

I improve this opportunity to reiterate to you, Sir, the assurances of the distinguished consideration with which I have the honor to be your attentive servant.

FRANCISCO ARANDA

ALLEN A. HALL, Esq.,  
*Chargé d'Affaires of the*  
*United States.*

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*The American Chargé d'Affaires to the Secretary of State for Foreign Affairs*

LEGATION OF THE UNITED STATES  
*Caracas, March 1st 1844*

SIR: I have the honor to acknowledge the receipt of your note of yesterday, and to say, that the proposition therein contained is hereby accepted—subject to the approbation of my Government. With all proper respect for the opinions entertained by the Venezuelan Government, and the motives by which it has been actuated on this occasion, I entertain not a doubt, that, in strict justice, and upon universally received principles of International Law, a much larger sum than that now proposed to be paid might be claimed of Venezuela by the Government of the United States. But I have pleasure in believing, that under the influence of those feelings of unfeigned good will, which, I trust, will be admitted to have uniformly characterized the conduct of the United States towards the people of Venezuela, my Government will accept, in a spirit of liberal and amicable compromise, the offer now made by the Venezuelan Government with a view to settle definitively the claim in the case of the Brig *Morris*.

I have the honor to be, Sir, with great respect, your obdt. servt.

ALLEN A. HALL

Hon. F. ARANDA  
*Secretary of State for Foreign Affairs.*

## CLAIMS: THE CASE OF THE BRIG "NATIVE"

*Convention signed at Caracas November 16, 1846*

*Entered into force November 16, 1846*

*Terminated upon fulfillment of its terms*<sup>1</sup>

5 Miller 103

### CONVENTION CONCERNING THE CLAIM OF THE AMERICAN BRIG NATIVE

The undersigned, Benjamin G. Shields Chargé d'Affaires of the United States of America and John Emanuel Manrique Secretary of State of the Department of Foreign Relations of the Government of Venezuela, being duly authorized to form an equitable agreement for the payment of the twenty eight and a half per cent which pertains to Venezuela in the indemnification claimed by the owners of the north american Brig Native which was seized during the existence of Colombia by the Schooner of war Independence, have agreed to conclude and seal at all points this affair in the terms following:

#### ARTICLE 1st

The Government of Venezuela obligates itself to pay to the order of the Chargé d'Affs. of the United States with the previous approbation of the Congress of Venezuela the sum of (\$9.550) nine thousand five hundred and fifty dollars macuquinos in absolute indemnification of all losses and damages which the owners and persons interested in the Brig Native have claimed of Venezuela through the Legation of the United States, who shall have no right hereafter to prefer any new claim that may have origin in the circumstances of this case.

#### ARTICLE 2d

Said sum of (\$9.550) nine thousand five hundred and fifty dollars macuquinos shall be paid at the Treasury in two equal portions on the 1st of July and 1st of October in the year eighteen hundred and forty seven.

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<sup>1</sup>For a detailed study of this convention, including a discussion of the settlement, see 5 Miller 103.

## ARTICLE 3d

This Convention shall be submitted to the Congress of Venezuela at its next session in order that it may appropriate the sum necessary for its faithful execution.

In faith of which the undersigned have signed two agreements of one tenor in Caracas November the sixteenth, eighteen hundred and forty six.

B. G. SHIELDS

*Chargé d'Affaires of the  
United States of America to the  
Republic of Venezuela.*

JN. M. MANRIQUE

## CLAIMS: THE CASE OF THE BRIG "JOSEPHINE"

*Convention signed at Caracas November 16, 1846*

*Entered into force November 16, 1846*

*Terminated upon fulfillment of its terms*<sup>1</sup>

5 Miller 109

### CONVENTION FOR THE SETTLEMENT OF THE CLAIM FOR INTEREST AND OTHER LOSSES IN FAVOR OF THE OWNERS AND PERSONS INTERESTED IN THE BRIG JOSEPHINE

The undersigned Benjamin G Shields, Chargé d'Affaires of the United States of America, and John Emanuel Manrique, Secretary of State of the Department of Foreign Relations of Venezuela, being duly authorized to effect an equitable agreement for the payment of the twenty eight and a half per cent which pertains to Venezuela, of certain interests and other losses which those interested in the North American Brig, "Josephine", allege they have experienced, have agreed to conclude and seal this affair at all points in the terms following.

#### ARTICLE 1st

The Government of Venezuela obligates itself to pay to the order of the Chargé d'Affaires of the United States, with the previous approbation of the Congress of Venezuela, Five thousand four hundred and fifty three 76/100 dollars macuquinos, in absolute indemnification of all losses and damages arising out of the claim made by those interested in the Brig "Josephine", and they shall have no right to prefer any new demand or claim that may originate in the circumstances of this case.

#### ARTICLE 2d

Said sum of Five thousand four hundred and fifty three 76/100 dollars macuquinos shall be paid by the Treasury in two equal portions on the 15th July and 15th October in eighteen hundred and forty seven.

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<sup>1</sup>For a detailed study of this convention, including a discussion of the settlement, see 5 Miller 109.

## ARTICLE 3d

This convention shall be submitted to the Congress of Venezuela during its next session, to the end that it may appropriate the sum necessary for its faithful execution.

In faith of which the undersigned have executed two agreements of one tenor in Caracas on the sixteenth of November eighteen hundred and forty six.

B. G. SHIELDS

*Chargé d'Affaires of the  
United States of America to the  
Republic of Venezuela.*

JN. M. MANRIQUE

## CLAIMS: THE CASE OF THE BRIG "SARAH WILSON"

*Convention signed at Caracas April 12, 1848*

*Entered into force April 12, 1848*

*Terminated upon fulfillment of its terms*<sup>1</sup>

5 Miller 429

### CONVENTION UPON THE CLAIM RELATIVE TO THE AMERICAN BRIG SARAH WILSON

The undersigned, Benjamin G. Shields, Chargé d'Affaires of the United States of America, and Rafael Acevedo, Secretary of State of the Department of Foreign Relations of the Government of Venezuela, being duly authorized to form an equitable agreement for the indemnification claimed by those interested in the American Brig Sarah Wilson, which was unjustly detained and sold with her cargo by the authorities of Venezuela, in the years 1829 and 1830, have agreed to conclude and seal at all points this affair in the terms following.

ART. 1<sup>st</sup> The Government of Venezuela obligates itself to pay to the order of the Chargé d'affaires of the United States, with the previous approbation of the Congress of Venezuela, the sum of thirty thousand and two hundred dollars in absolute indemnification of all losses and damages which the owners and persons interested in the Brig Sarah Wilson, have claimed through the Legation of their country, who shall have no right to prefer any new claim that may have origin in the circumstances of this case.

ART. 2<sup>d</sup> Said sum of thirty thousand and two hundred dollars shall be paid at the Treasury in two equal portions on the 31<sup>st</sup> of August one thousand eight hundred and forty eight, and the 30th of November of the same year.

ART. 3<sup>d</sup> This Convention shall be submitted to Congress during its present session in order that it may appropriate the sum necessary for its faithful execution.

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<sup>1</sup> For a detailed study of this convention, including a discussion of the settlement, see 5 Miller 429.

In witness whereof the undersigned have signed two of one tenor in Caracas on the twelfth day of April, one thousand eight hundred and forty eight.

B. G. SHIELDS  
*Chargé d'Affaires of the  
United States to the  
Republic of Venezuela*

El Secretario de R.E.  
RAFAEL ACEVEDO

## CLAIMS: THE CASE OF THE BRIG "MOUNT VERNON"

*Convention signed at Caracas July 7, 1849*

*Entered into force July 7, 1849*

*Terminated upon fulfillment of its terms*<sup>1</sup>

5 Miller 587

### CONVENTION UPON THE CLAIM RELATIVE TO THE AMERICAN BRIG MOUNT VERNON

The undersigned, Benjamin G. Shields, Chargé d'affaires of the United States of America, and Jacinto Gutierrez, Secretary of State in the Department of Foreign Relations of Venezuela, duly authorized to celebrate an equitable agreement relative to the indemnification claimed by the parties interested in the American Brig Mount Vernon, illegally seized on the 30th day of December 1848, in the port of La Ceiba, Lake of Maracaibo, by the Venezuelan Schooner of War "La Yntrépida", sent with troops of the Government to Coro and thence to Pto. Cabello, and in the latter port detained until the 25th of May last; in consequence of which seizure and long detention have resulted considerable damage to the vessel, loss of cargo and prejudice to the owner and freighter; have agreed to conclude and seal at all points, this affair, in the following terms.

ART. 1. The Government of Venezuela obligates itself to pay, in the way of indemnification, to the order of the Chargé d'affaires of the United States of América the sum of eleven thousand five hundred dollars, in the following instalments: two thousand dollars on the fifteenth day of the present month (July): three thousand dollars on the fifteenth day of October next; and the residue of six thousand five hundred dollars, on the fifteenth of April 1850.

ART. 2. The remainder of the cargo which the Brig Mount Vernon has on board, being greatly damaged, as appears by the survey which was made of it, its owner may sell the same in Pto. Cabello ó La Guaira, free of any duties of importation or of port, those of port having already been paid in Maracaibo, in November of the passed year.

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<sup>1</sup> For a detailed study of this convention, including a discussion of the settlement, see 5 Miller 587.

ART. 3. By the stipulations in the preceding articles and their fulfilment, all damages, prejudices, losses, deteriorations and interests, which the owners and persons interested in the Brig Mount Vernon and her cargo, have claimed or may pretend to claim, shall remain completely and absolutely indemnified.

In witness whereof the undersigned have signed two conventions of the same tenor in Caracas on the seventh day of July eighteen hundred and forty nine.

B. G. SHIELDS  
*Chargé d'Affaires of the  
United States*

JACINTO GUTIERREZ

## SETTLEMENT OF CLAIMS

*Convention signed at Caracas May 1, 1852*

*Entered into force May 1, 1852*

*Terminated upon fulfillment of its terms*<sup>1</sup>

Treaty Series 367

### CONVENTION UPON THE CLAIMS RELATIVE TO THE SCHOONER "ECONOMY", THE SCHOONER "BEN ALLEN" AND CARGO AND THE VESSELS "SAN JOSÉ," "LA CARLOTTA" AND "LA GERTRUDIS" AND THEIR CARGOES

The undersigned Isaac Nevett Steele, Chargé d'Affaires of the United States of America and Joaquin Herrera, Secretary of State of the Department of Foreign Affairs of the Government of Venezuela, being duly authorized to form an equitable agreement for the payment of the twenty eight and a half per cent which corresponds to Venezuela in the indemnification claimed by those interested in the American Schooner "Economy" confiscated in Maracaibo in the year 1827, the American Schooner "Ben Allen" and her cargo also confiscated in Panama in the year 1827, and in the Vessels "San José" "La Carlotta" and "La Gertrudis" and their cargoes, prizes of the privateer "La Constancia" and her tender "La Joven Constancia", recaptured and sold by Commodore Joly of the Navy of Colombia in the years 1818 and 1819, have agreed upon the following articles.

#### ARTICLE 1

The Government of Venezuela obligates itself to pay to the Chargé d'Affaires of the United States with the previous approbation of the present convention by the Congress of Venezuela; the sum of ninety thousand dollars macuquinos (\$90,000) with the interest stipulated in the second article, which shall be distributed among the above mentioned claimants in the following manner: namely, to those interested in the Schooner "Economy" five thousand dollars (\$5,000), to those interested in the Schooner "Ben Allen" and cargo twelve thousand dollars (\$12,000) and to those interested in the said prizes of the "Constancia" and her tender Seventy three thousand dollars (\$73,000.)

<sup>1</sup> For a detailed study of this convention, and a discussion of its execution, see 5 Miller 1063.

## ARTICLE 2

Said sum of ninety thousand dollars (\$90,000) shall be paid at the Treasury in six annual instalments of fifteen thousand dollars (\$15,000) each. The first instalment shall be paid on the thirty first day of December of the present year 1852, and of the remaining five instalments one shall be paid on the thirty first day of December in each of the years 1853, 1854, 1855, 1856 and 1857; and at the time of the payment of each instalment there shall also be paid the interest upon said instalment, which shall be computed at the rate of three per Centum per annum from the date of this Convention up to the said time of payment.

## ARTICLE 3

By the fulfilment of the stipulations in the preceding articles all damages, prejudices, losses and interests, which the persons interested in the Schooner "Economy," the Schooner "Ben Allen" and her cargo, and the said prizes of "the Constancia" and her tender and their cargoes, have claimed or may pretend to claim hereafter of Venezuela, shall remain completely and absolutely indemnified.

In testimony whereof the undersigned have signed in duplicate, in Carácas on the first day of May, one thousand eight hundred and fifty two.

I. NEVETT STEELE  
JOAQN. HERRERA

## CLAIMS ARISING FROM VENEZUELAN LAW OF ESPERA

*Convention signed at Caracas June 1, 1853*

*Entered into force June 1, 1853*

*Terminated upon fulfillment of its terms*<sup>1</sup>

6 Miller 197

### CONVENTION FOR THE PAYMENT OF THE CLAIMS OF CITIZENS OF THE UNITED STATES PROCEEDING FROM THE VENEZUELAN LAW OF ESPERA OF 1849

Whereas the Executive Power of Venezuela has been duly authorized by the resolution adopted at a joint session of the two Chambers of Congress on the 30<sup>th</sup> day of April 1853, to take whatever measures it might deem necessary for the purpose of terminating the foreign reclamations on account of the Credits proceeding from the law of Espera [moratory law] of the 9<sup>th</sup> of April 1849, which may have to be satisfied peremptorily; and whereas the Government of the United States has demanded in that manner the payments of the Credits of its Citizens, having such origin; now therefore the undersigned Isaac Nevett Steele, Chargé d'Affaires of the United States to the Republic of Venezuela and Simon Planas, Secretary of State in the Department of Foreign Affairs of the Government of Venezuela, being duly authorized to conclude an arrangement for the payment of these claims, have agreed upon the following articles.

ART. 1<sup>st</sup> The Government of Venezuela obligates itself to pay to the Government of the United States or to its Chargé d'Affaires at Caracas the full amount of the claims of Citizens of the United States, proceeding from the aforesaid law of Espera, as set forth in a list of said claims, to be made by the undersigned and considered as a part of this agreement, in the following manner, that is to say, the said full amount shall be divided into four equal parts, which shall be paid respectively on the 1<sup>st</sup> day of June, the 1<sup>st</sup> day of

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<sup>1</sup> For a detailed study of this convention, including a discussion of the settlement, see 6 Miller 197.

September and the 1<sup>st</sup> day of December 1854, and the 1<sup>st</sup> day of March 1855, together with interest at five per cent per annum, which shall commence to run on the 1<sup>st</sup> day of July next, and shall continue until the day of payment, and shall be paid at the same time with the installment upon which it may have accrued.

ART. 2<sup>d</sup> It is also hereby stipulated that if the Government of Venezuela shall fail to pay any one of the four installments mentioned in the preceding article on the day therein expressed, then the said Chargé d'Affaires of the United States, shall take and receive directly from the Commercial House of A. M. Seixas and C<sup>o</sup> of La Guayra, or from any other House which he may select in its stead, the one half part of all the ordinary duties upon importations which shall be made by said House, from the date upon which the particular installment not paid became due, until the whole amount of said claims with the corresponding interest thereon, as stipulated in the foregoing article, shall be fully paid and satisfied. The house which may be selected shall deliver to the Custom House of that port the receipts which shall be given to said House by the American Legation for the half of the duties hereby conceded to it, and from the value of the pagarés [promises to pay] given by said House shall be discounted nine per Centum per annum, and the net proceeds resulting shall be charged by the Custom House to the account of the Legation.

ART. 3<sup>d</sup> If the mode of payment established in the Second Article should not be possible, because of the inability of the Chargé d'Affaires of the United States to find a merchant in La Guayra with whom to make the proposed arrangement, the responsibility of the Government of Venezuela, in conformity with the Stipulations of the first article shall remain in full force.

ART. 4<sup>th</sup> It is further stipulated that the interest of five per cent per annum, which has to be paid upon said claims in the first fifteen days of the month of July next, by virtue of the Resolution of the Executive Power of the 20<sup>th</sup> of May 1851, shall be paid within that time to the Chargé d'Affaires of the United States.

In Witness whereof the undersigned have signed two of one tenor in Caracas on the first day of June one thousand eight hundred and fifty three.

I. NEVETT STEELE  
*Chargé d'Affaires of the United States  
to the Republic of Venezuela*

SIMON PLANAS

LIST OF THE SUMS DUE REFERRED TO IN THE AGREEMENT CONCLUDED BY  
THE UNDERSIGNED ON THE 1ST OF JUNE 1853

## [TRANSLATION]

Creditors	Debtors	Amounts
Emily Renshaw Wolff.....	Felipe Macero.....	\$5,794.88
Emily Renshaw Wolff.....	Bueno & Betancourt.....	46,248.12
G. K. Circovich.....	José Antonio Avila.....	1,368.88
M. F. Dallett.....	José Antonio Avila.....	3,427.52
J. G. Jahn.....	Dolores Carballo.....	7,174.56
Howland & Aspinwall.....	Matias Castro.....	19,016.14
A. M. Seixas & Co.....	Antonio Daly.....	3,706.80
William J. Dubs & Co.....	Fernandez & Gutierrez.....	4,174.13
Wuppermann & Co.....	Tomas and Candelario Padron.....	4,767.98
H. O. L. Lange, as guardian of the minors Natalia and Maclovio		
Litchfield.....	José García Paez.....	558.79
Emily Renshaw Wolff.....	Manuel Ojeda.....	3,188.98
Emily Renshaw Wolff.....	Tomas Trujillo.....	1,753.74
Emily Renshaw Wolff for an order of the National Bank on the General Treasury on account of moratoria ( <i>esperas</i> ) dated March 12, 1852.....		17,000.00
The three sums due last mentioned belong in part to Emily Renshaw Wolff and in part to her husband, Adolphus Wolff, subject of Prussia.		
		<hr/> \$118,180.54

Done and signed by the undersigned at Caracas on the sixth of June one thousand eight hundred and fifty-three.

I. NEVETT STEELE, *Chargé d'Affaires*

SIMON PLANAS

## CLAIMS: THE CASE OF THE BRIG "HORATIO"

*Convention signed at Caracas February 27, 1858*

*Entered into force February 27, 1858*

*Terminated upon fulfillment of its terms*<sup>1</sup>

7 Miller 727

The undersigned, Charles Eames, Minister Resident of the United States, and Jacinto Gutierrez, Secretary of Foreign Relations of Venezuela, in behalf of their respective Governments, and duly authorized to adjust the claim presented by the Legation of the United States for losses and damages resulting from the detention and judicial trials suffered in the port of Maracaibo, in the year 1850, by the American brig "Horatio," which failed to present all the packages specified in her Manifest, but which notwithstanding was absolved in two concurring judicial decrees upon proof of exemption from all culpability in the case, have agreed upon the following settlement.

ART. 1<sup>st</sup> Venezuela recognizes as a debt due to the owners of the brig "Horatio," by reason of the losses and damages above mentioned, the sum of five thousand one hundred and fifty one dollars and seventy cents, United States currency (\$5,151.70¢).

ART. 2<sup>nd</sup> Said sum shall bear interest at the rate of six per centum per annum from the 11<sup>th</sup> of Sept. 1850, the date of the second judicial decree, up to the day in which this convention shall be duly approved by the Congress of Venezuela.

ART. 3<sup>rd</sup> The capital sum and interest herein stipulated shall be added to, and form part of, the amount recognized and included in the convention concluded, in behalf of the two Governments, in June 1853,<sup>2</sup> respecting the payment of *Espera* claims.

ART. 4<sup>th</sup> The present agreement shall be submitted to the Congress of Venezuela for its approval.

In testimony whereof the undersigned have concluded and subscribed this convention in duplicate, at the city of Caracas this twenty seventh day of February 1858.

CHARLES EAMES  
JACINTO GUTIERREZ

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<sup>1</sup> For a detailed study of this convention, including a discussion of the settlement, see 7 Miller 727.

<sup>2</sup> *Ante*, p. 1062.

## CLAIMS: AVES ISLAND

*Convention signed at Valencia January 14, 1859*

*Approved by Venezuela February 1, 1859*

*Senate advice and consent to ratification February 21, 1861*

*Ratified by the President of the United States February 26, 1861*

*Entered into force February 26, 1861*

*Terminated upon fulfillment of its terms*<sup>1</sup>

18 Stat. 796; Treaty Series 368

### CONVENTION BETWEEN THE UNITED STATES AND VENEZUELA FOR SETTLEMENT OF AVES ISLAND CLAIMS

Edward A. Turpin, Minister Resident of the United States of America, and Luis Sanojo, Secretary of State in the Department of Foreign Relations of the Government of Venezuela, being duly authorized to form an equitable agreement for the satisfaction of the damages and losses sustained by Philo S. Shelton, Sampson and Tappan, and Lang and Delano, in consequence of the evictions of their agents and employees from the Aves Island by the forces of Venezuela, have agreed upon the following articles:

#### ARTICLE I

The Government of Venezuela obliges itself to pay to the Government of the United States, or to its Minister Resident in Venezuela, the gross sum of one hundred and thirty thousand dollars, United States currency, (\$130,000,) of which said sum, one hundred and five thousand dollars (\$105,000) is in liquidation of the claims of Shelton, Sampson and Tappan, and is to be distributed among themselves, and the residue, that is to say, twenty-five thousand dollars, (\$25,000,) is in liquidation of claims of Lang and Delano.

#### ARTICLE II

The said sum of one hundred and thirty thousand dollars, shall be paid in the following terms:

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<sup>1</sup> For a discussion of the payments and a detailed study of this convention, see 8 Miller 137.



## AMITY, COMMERCE, AND NAVIGATION; EXTRADITION

*Treaty signed at Caracas August 27, 1860*

*Senate advice and consent to ratification February 12, 1861*

*Ratified by the President of the United States February 25, 1861*

*Ratified by Venezuela June 19, 1861*

*Ratifications exchanged at Caracas August 9, 1861*

*Entered into force August 9, 1861*

*Proclaimed by the President of the United States September 25, 1861*

*Terminated October 22, 1870*<sup>1</sup>

12 Stat. 1143; Treaty Series 369<sup>2</sup>

The United States of America and the Republic of Venezuela, equally animated with the desire of maintaining the cordial relations, and of tightening, if possible, the bonds of friendship between the two countries, as well as to augment by all the means at their disposal, the commercial intercourse of their respective citizens, have mutually resolved to conclude a general convention of amity, commerce and navigation, and for the surrender of fugitive criminals. For this purpose, they have appointed as their Plenipotentiaries, to wit: the President of the United States, Edward A. Turpin, Minister Resident near the Government of Venezuela; and the President of Venezuela, Pedro de Las Casas, Secretary of State in the Department of Foreign Relations, who, after a communication of their respective full powers, have agreed to the following articles:

### ARTICLE I

It is the intention of the high contracting parties that there shall continue to be a firm, inviolable, and universal peace, and a true and sincere friendship between the Republics of the United States of America and Venezuela, and between their respective countries, territories, cities, towns, and people, without exception of persons or places.

If unfortunately 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

<sup>1</sup> Pursuant to notice of termination given by Venezuela Oct. 22, 1869.

<sup>2</sup> For a detailed study of this treaty, see 8 Miller 533.

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; on the contrary, passports shall be valid for a term necessary for their return, and shall be given to them for their vessels, and the 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; and the money, debts, shares in the public funds, or in banks, or any other property personal or real, belonging to the citizens of the one party in the territories of the other, shall not be confiscated or sequestrated.

#### ARTICLE II

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 service, 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 III

The citizens of the contracting parties shall be permitted to enter, sojourn, settle and reside in all parts of said territories; and such as may wish to engage in business, shall have the right to hire and occupy warehouses, provided they submit to the laws, as well general, as special, relative to the rights of traveling, 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, 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. They may also employ such agents or brokers as they may deem proper, and shall in all these cases, be treated as the citizens of the country wherein they reside; it being nevertheless, distinctly understood, that they shall be subject to such laws and regulations, also, in respect to wholesale or retail.

They shall have free access to the tribunals of justice, in 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; for which purpose they may employ in defense of their interests and rights, such advocates, attorneys and other agents, as they may think proper.

#### ARTICLE IV

The citizens of each of the high contracting parties, residing in the other, shall enjoy the most perfect liberty of conscience. They shall be subjected to no inconveniences whatever on account of their religious belief. Nor shall they

in any manner be annoyed, or disturbed in the exercise of their religious worship in private houses, or in the chapels and places which they may select for that purpose, provided that in so doing, they observe the decorum due to the laws, usages and customs of the country. It is likewise agreed that the citizens of the one country, dying in the territory of the other, may be interred either in the ordinary cemeteries, or in such others as may be selected for that purpose by their own Government, or by their personal friends or representatives, with the consent of the local authorities. All such cemeteries, and funeral processions going to, or returning from them, shall be protected from violation or disturbance.

#### ARTICLE V

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, whilst the lawful owner may take measures for securing it. If a question should arise among claimants, as to the rightful ownership of the property, the same shall be decided by the judicial tribunals of the country in which it is situated.

When on the decease of any person holding real estate within the territory of one party, such real estate would by the law of the land descend on a citizen of the other, were he not disqualified by alienage, the longest term which the laws of the country in which it is situated will permit, shall be accorded to him to dispose of the same; nor shall he be subjected, in doing so, to higher or other dues, than if he were a citizen of the country wherein such real estate is situated.

#### ARTICLE VI

The high contracting parties hereby agree that whatever kind of produce, manufactures, or merchandize 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 Venezuela, and no higher or other duties upon the tonnage or cargo of the vessels shall be levied or collected, whether the importation be made in a vessel under the flag of the United States, or a vessel under the flag of Venezuela, and reciprocally, whatever kind of produce, manufactures or merchandize of any foreign country, can be, from time to time, lawfully imported into Venezuela in her 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 a vessel under the flag of Venezuela, or under the flag of the United States.

Whatever can be lawfully exported or reexported by one party 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 reexportation be made in vessels of the one 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 VII

The preceding article is not applicable to the coasting trade of the contracting parties, which is respectively reserved by each, exclusively for its own citizens. But vessels of either country shall be allowed to discharge a part of their cargoes at one port, and proceed to any other port or ports in the territories of the other, to discharge the remainder, without paying higher or other port charges or tonnage dues than would be paid by national vessels in such cases, so long as this liberty shall be conceded to any foreign vessels by the laws of both countries.

#### ARTICLE VIII

For the better understanding of the preceding stipulations, it has been agreed that every vessel belonging exclusively to a citizen or citizens of Venezuela, and whose captain is also a citizen of the same, such vessel having also complied with all the other requisites established by law to acquire such national character, though the construction and crew are or may be foreign, shall be considered for all the objects of this treaty, as a Venezuelan vessel.

#### ARTICLE IX

No higher or other duty shall be imposed on the importation into the United States, of any article the growth, produce, or manufacture of Venezuela, or of her fisheries; and no higher or other duty shall be imposed on the importation into Venezuela, 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 Venezuela, nor in Venezuela, 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 other 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 Venezuela, and her fisheries, from or to the ports of the United States, or Venezuela, which shall not equally extend to every other foreign country. If however, 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 shall be freely granted to such other nation, or for the same equivalent, when the grant shall be conditional.

#### ARTICLE X

Should one of the high contracting parties hereafter impose discriminating duties upon the products of any other nation, the other party shall be at liberty to determine the manner of establishing the origin of its own products intended to enter the country by which the discriminating duties are imposed.

#### ARTICLE XI

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 case. 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 case by national vessels. It is understood nevertheless, that if while the vessel is under repair, the cargo shall be unladen, and kept in a place of deposit destined for the reception of 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 XII

It shall be lawful for the citizens of either country to sail with their ships and merchandize, (contraband goods always excepted) from any port whatever to any port of the enemy of the other, and to sail and trade with their ships and merchandize, with perfect security and liberty, from the countries, ports and places of those who are enemies of either party, without any opposition or disturbance whatsoever, and to pass, not only directly, from the places and ports of the enemy aforementioned, to neutral ports and places, but also from one place belonging to an enemy, to another place belonging to an enemy, whether they be or be not under the jurisdiction of the same power, unless such ports or places be effectively blockaded, besieged, or invested.

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 agreed 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 XIII

In order to regulate what shall be deemed contraband of war, there shall be comprised under that denomination, gunpowder, saltpetre, petards, matches, balls, bombs, grenades, carcasses, pikes, halberds, swords, belts, pistols, holsters, cavalry saddles and furniture, cannons, mortars, their carriages and beds, and generally, all kinds of arms, ammunition of war, and instruments fit for the use of troops; all the above articles, whenever they are destined to the port of an enemy, are hereby declared to be contraband and just objects of confiscation; but the vessel in which they are laden, and the residue of the cargo, shall be considered free, and not in any manner infected by the prohibited goods, whether belonging to the same or a different owner.

#### ARTICLE XIV

It is hereby stipulated that free ships shall give a freedom to goods, and that every thing shall be deemed 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 either party, they are not to be taken out of that free ship, unless they are soldiers and in actual service of the enemy.

#### ARTICLE XV

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 shall be just grounds of suspicion, shall be obliged to exhibit, as well upon the high seas, as in the ports or roads, not only their passports, but likewise their certificates, showing that their goods are not of the quality of those, which are specified to be contraband in the thirteenth article of the present convention.

## ARTICLE XVI

And that captures on light suspicions may be avoided, and injuries thence arising prevented, it is agreed that when one party shall be engaged in war, and the other party be neutral, the ships of the neutral party shall be furnished with passports, that it may appear thereby that the ships really belong to the citizens of the neutral party; they shall be valid for any number of voyages, but shall be renewed every year—that is, if the ship happens to return home in the space of a year. If the ships are laden, they shall be provided not only with the passports above mentioned, but also with certificates, so that it may be known whether they carry any contraband goods. No other paper shall be required, any usage or ordinance to the contrary notwithstanding. And if it shall not appear from the said certificates, that there are contraband goods on board, the ships shall be permitted to proceed on their voyage. If it shall appear from the certificates that there are contraband goods on board any such ship, and the commander of the same shall offer to deliver them up, the offer shall be accepted, and a receipt for the same shall be given, and the ship shall be at liberty to pursue its voyage, unless the quantity of the contraband goods be greater than can conveniently be received on board the ship-of-war or privateer; in which case, as in all other cases of just detention, the ship shall be carried into the nearest safe and convenient port for the delivery of the same.

If any ship 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 ship belongs to the 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.

If the master of a ship named in the passport should happen to die, or be removed by any other cause, and another put in his place, the ship and cargo shall nevertheless, be equally secure, and the passport remain in full force.

## ARTICLE XVII

If the ships of the citizens of either of the parties shall be met with on the high seas by any ship of war or privateer of the other, for the avoiding of any disorder, the said ships of war or privateers shall remain out of cannon shot, and may send their boats on board the merchant ship, which they shall so meet with, and may enter her to the number of two or three men only, to whom the master or commander of such ship shall exhibit his passport concerning the property of the ship; 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 his papers, or for any other examination whatever.

## ARTICLE XVIII

It is expressly agreed by the high contracting parties, that the stipulations above mentioned relative to the conduct to be observed on the sea by the cruizers of the belligerent party, towards the ships of the neutral party, shall be applicable only to ships sailing without 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 cruizers 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 XIX

In all cases where vessels shall be captured, or detained to be carried into port, under pretence 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 the 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 XX

And in such time of war, that proper care may be taken of the vessel and cargo, and embezzlement prevented, it is agreed that it shall not be lawful to remove the master, commander, or supercargo of any captured ship, from on board thereof, during the time the ship may be at sea after her capture, or pending the proceedings against her or her cargo, or any thing 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 and mate, five hundred dollars each, and for the sailors and passengers, one hundred dollars each.

## ARTICLE XXI

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 cogni-

zance 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 of all 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 XXII

And that more abundant care may be taken for the security of the citizens of the contracting parties, and to prevent their suffering injuries, all commanders of ships of war, and privateers, and all others the said citizens, shall forbear doing any damage to those of the other party, or committing any outrage against them, and if they act to the contrary, they shall be punished, and shall also be bound in their persons and estates, to make satisfaction and reparation for all damages, and the interest thereof, of whatever nature the said damages may be.

For this cause, all commanders of privateers, before they receive their commissions, shall hereafter be obliged to give before a competent judge, sufficient security by at least two responsible sureties, who have no interest in the said privateer, each of whom, together with the said commander shall be jointly and severally bound in the sum of seven thousand dollars, or of nine thousand four hundred dollars Venezuelan currency, or if said ship be provided with above one hundred and fifty seamen or soldiers, in the sum of fourteen thousand dollars, or eighteen thousand, eight hundred dollars Venezuelan currency, to satisfy all damages and injuries which the said privateer, or her officers, or men, or any of them may do or commit, during her cruize contrary to the tenor of this convention, or to the laws and instructions for regulating their conduct; and further, that in all cases of aggressions, said commission shall be revoked and annulled.

#### ARTICLE XXIII

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 of war 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 favoured nation.

## ARTICLE XXIV

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 XXV

No citizen of Venezuela 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 or inhabitant 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 Venezuela, 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 commissions or letters of marque, he shall be punished according to their respective laws.

## ARTICLE XXVI

The high contracting parties grant to each other the liberty of having in the ports of the other, Consuls or Vice-Consuls of their own appointment, who shall enjoy the same privileges and powers as those of the most favoured nation; but if any of the said consuls or vice 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.

It is understood that whenever either of the two contracting parties shall select a citizen of the other for a consular agent, to reside in any ports or commercial places of the latter, such consul or agent shall continue to be regarded, notwithstanding his quality of a foreign consul, as a citizen of the nation to which he belongs, and consequently shall be subject to the laws and regulations to which natives are subjected, in the place of his residence. This obligation, however, shall in no respect embarrass the exercise of his consular functions, or affect the inviolability of the consular archives.

The said consuls and vice-consuls 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 their assistance should be required, or the conduct of the crews or of the captain should disturb the order or tranquility of the country. 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 and vice-consuls are authorized to require the assistance of the local authorities, for the 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 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 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 of the day of their arrest, they shall be set at liberty, and shall not again be 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 XXVII

The United States of America and the Republic of Venezuela, on requisitions made in their name through the medium of their respective diplomatic and consular agents, shall 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 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 XXVIII

Persons shall be delivered up according to the provisions of this convention, who shall be charged with any of the following crimes, to wit: Murder (including assassination, parricide, infanticide, and poisoning,); attempt to commit murder; rape; forgery; the counterfeiting of money; arson; robbery with violence, intimidation, or forcible entry of an inhabited house; piracy; 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 XXIX

On the part of each country, the surrender shall be made only by the authority of the Executive thereof. The expenses of detention and delivery effected in virtue of the preceding articles, shall be at the cost of the party making the demand.

## ARTICLE XXX

The provisions of the foregoing articles relating to the surrender of fugitive criminals, shall not apply to offences committed before the date hereof, nor to those of a political character.

## ARTICLE XXXI

This convention is concluded for the term of eight years, dating from the exchange of the ratifications; and if one year before the expiration of that period, neither of the contracting parties shall have announced, by an official notification, its intention, to the other, to arrest the operations of said convention, it shall continue binding for twelve months longer, and so on, from year to year, until the expiration of the twelve months which will follow a similar declaration, whatever the time, at which it may take place.

## ARTICLE XXXII

This convention 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 Caracas, as soon as circumstances shall admit.

In faith whereof, the respective Plenipotentiaries have signed the foregoing articles in the English and Spanish languages, and they have hereunto affixed their seals.

Done in duplicate at the city of Caracas, this twenty seventh day of August in the year of our Lord, one thousand eight hundred and Sixty.

E. A. TURPIN	[SEAL]
PEDRO DE LAS CASAS	[SEAL]

## CLAIMS: THE CASE OF GEORGE W. JOHNSTON

*Convention signed at Caracas October 18, 1860*

*Entered into force October 18, 1860*

*Terminated upon fulfillment of its terms*<sup>1</sup>

8 Miller 577

### [TRANSLATION]

Pedro de Las Casas, Secretary of Foreign Relations of Venezuela, duly authorized, and E. A. Turpin, Minister Resident of the United States, desirous of putting an end to the claim which, with the support of the United States Legation, the American citizen George Johnston instituted in 1851 against the Government of the Republic for recovery of the value of a house that was destroyed in the year 1848 in Maracaibo by troops of the Government and of 87 kegs of gunpowder that were seized by the lawful authorities of that city in the same year, and asking, moreover, for indemnification for the damages caused by his prosecution for conspiracy and that the obligation to pay a fine of two hundred pesos imposed by the Superior Court of the district be remitted, have agreed on the following:

1st. The Government of Venezuela finding sufficiently proven the destruction of the house and the loss of the gunpowder, recognizes as due Mr. George Johnston the sum of three hundred silver pesos at which the house was valued, and the sum of five hundred and forty-three silver pesos and seventy-five centavos, value of the 87 kegs of gunpowder of 12½ pounds each at the rate of fifty centavos a pound.

2d. The Government of Venezuela binds itself to pay interest of 6 percent per annum on the sum of eight hundred and forty-three silver pesos and seventy-five centavos, to which the two items amount, from November 1848, the date at which Mr. Johnston was deprived of the property claimed, until the day on which the payment is effected, which shall be made to the Legation of the United States at Caracas from the fund assigned for war expenses as soon as the condition of the Treasury will permit.

3d. With regard to the other points of this claim, it is agreed not to insist on them, and to consider the claim as terminated, provided that the Presi-

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<sup>1</sup> For a detailed study of this convention, including a discussion of the settlement, see 8 Miller 577.

dent of the United States, to whom this arrangement shall be submitted, gives it his approval:

In faith whereof they have signed the present convention in duplicate at Caracas the eighteenth of October one thousand eight hundred and sixty.

E. A. TURPIN

PEDRO DE LAS CASAS

## ARBITRATION OF CLAIMS

*Convention signed at Caracas April 25, 1866*

*Senate advice and consent to ratification July 5, 1866*

*Ratified by the President of the United States August 8, 1866*

*Ratifications exchanged at Caracas April 17, 1867*

*Entered into force April 17, 1867*

*Proclaimed by the President of the United States May 29, 1867*

*Commission adjourned August 3, 1868*<sup>1</sup>

*Convention revived and modified by convention of December 5, 1885*<sup>2</sup>

18 Stat. 806; Treaty Series 370

The conclusion of a convention similar to those entered into with other republics, and by which the pending American claims upon Venezuela might be referred for decision to a mixed commission and an umpire, having been proposed to the Venezuelan Government on behalf of the United States of America, as a means of examining and justly terminating such claims; and it having been thought that the adoption of the contemplated course will secure at least some of the advantages attending arbitration, so strongly recommended in article the 112th of the Federal Constitution of Venezuela, while it will preserve unimpaired, as reciprocally desired, the good understanding of both nations: The Citizen First Vice-President in charge of the Presidency has accepted the above proposal, and authorized the Minister for Foreign Relations to negotiate and sign the proper convention. Thereupon said Minister and Mr. E. D. Culver, Minister Resident of the United States of America, also duly empowered for that purpose, have agreed upon the following articles of convention:

### ARTICLE I

All claims on the part of corporations, companies, or individuals, citizens of the United States, upon the Government of Venezuela, which may have been presented to their Government, or to its legation in Caracas, shall be submitted for examination and decision to a mixed commission, consisting of two members, one of whom shall be appointed by the Government of the United States, and the other by that of Venezuela. In case of death, absence, resignation, or incapacity of either of the Commissioners, or in the event of either of them omitting or ceasing to act, the Government of the United

<sup>1</sup> The Mixed Commission met at Caracas Aug. 30, 1867, and adjourned Aug. 3, 1868, awarding claims totaling \$1,253,310.30 to the United States (II Malloy 1858).

<sup>2</sup> TS 371, *post*, p. 1085.

States or that of Venezuela, respectively, or the Minister of the United States in Caracas, by authority of his Government, shall forthwith proceed to fill the vacancy.

The Commissioners so named shall meet in the city of Caracas within four months from the exchange of the ratifications of this convention; and, before proceeding to business, they shall make solemn oath that they will carefully examine and impartially decide according to justice, and in compliance with the provisions of this convention, all claims submitted to them, and such oath shall be entered on the record of their proceedings.

The Commissioners shall then proceed to appoint an Umpire to decide upon any case or cases concerning which they may disagree, or upon any point of difference that may arise in the course of their proceedings. And if they cannot agree in the selection, the Umpire shall be named by the Diplomatic Representative either of Switzerland or of Russia, in Washington, on the previous invitation of the high contracting parties.

## ARTICLE II

So soon as the Umpire shall have been appointed, the Commissioners shall proceed, without delay, to examine the claims which may be presented to them under this convention; and they shall, if required, hear one person in behalf of each Government on every separate claim. Each Government shall furnish, on request of either Commissioner, all such documents and papers in its possession, as may be deemed important to the just determination of any claim.

In cases where they agree to award an indemnity, they shall determine the amount to be paid, and issue certificates of the same. In cases when the Commissioners cannot agree, the points of difference shall be referred to the Umpire, before whom each of the Commissioners may be heard, and whose decision shall be final.

The Commissioners shall make such decision as they shall deem, in reference to such claims, conformable to justice, even though such decisions amount to an absolute denial of illegal pretensions, since the including of any such in this convention is not to be understood as working any prejudice in favor of any one, either as to principles of right or matters of fact.

## ARTICLE III

The Commissioners shall issue certificates of the sums to be paid to the claimants, respectively, by virtue of their decisions or those of the Umpire, and the aggregate amount of all sums awarded by the Commissioners, and of all sums accruing from awards made by the Umpire, shall be paid to the Government of the United States. Payments of said sums shall be made in equal annual payments, to be completed within ten years from the date of the termination of the labor of the commission; the first payment to be made

six months from same date. Semi-annual interest shall be paid on the several sums awarded, at a rate of five per cent. per annum from the date of the termination of the labors of the commission.

#### ARTICLE IV

The commission shall terminate its labors in twelve months from the date of its organization, except that thirty days' extension may be given to issue certificates, if necessary, on the decisions of the Umpire in the case referred to in the following article. They shall keep a record of their proceedings, and may appoint a secretary.

#### ARTICLE V

The decisions of this commission and those (in case there may be any) of the Umpire, shall be final and conclusive as to all pending claims at the date of their installation. Claims which shall not be presented within the twelve months herein prescribed will be disregarded by both Governments, and considered invalid.

In the event that, upon the termination of the labors of said commission, there should remain pending one or more cases before the Umpire awaiting his decision, the said Umpire is authorized to make his decision and transmit same to the Commissioners, who shall issue their certificates thereupon and communicate [them] to each Government, which shall be held binding and conclusive; provided, however, that his decision shall be given within thirty days from the termination of the labors of the commission, and after the expiration of the said thirty days any decision made shall be void and of no effect.

#### ARTICLE VI

Each Government shall pay its own Commissioner, and shall pay one-half of what may [be] due the Umpire and secretary, and one-half the incidental expenses of the commission.

#### ARTICLE VII

The present convention shall be ratified, and the ratifications exchanged, so soon as may be practicable, in the city of Caracas.

In testimony whereof the Plenipotentiaries have signed this convention, and hereunto affixed the seals of the Ministry of Foreign Relations of the United States of Venezuela, and of the Legation of the United States of America, in Caracas, this twenty-fifth day of April, in the year one thousand eight hundred and sixty-six.

*The Minister Resident of the United States of America*

E. D. CULVER [SEAL]

*The Minister of Foreign Relations of the United States of Venezuela*

RAFAEL SEIJAS [SEAL]

## ARBITRATION OF CLAIMS

*Convention signed at Washington December 5, 1885, reviving and modifying convention of April 25, 1866*

*Senate advice and consent to ratification, with amendments, April 15, 1886*

*Ratified by Venezuela August 2, 1888*

*Ratified by the President of the United States August 7, 1888*

*Ratifications exchanged at Washington June 3, 1889*

*Entered into force June 3, 1889*

*Proclaimed by the President of the United States June 4, 1889*

*Supplemented by conventions of March 15, 1888,<sup>1</sup> and October 5, 1888<sup>2</sup>*

*Terminated upon fulfillment of its terms<sup>3</sup>*

28 Stat. 1053; Treaty Series 371

### CONVENTION FOR A RE-OPENING OF THE CLAIMS OF CITIZENS OF THE UNITED STATES AGAINST VENEZUELA UNDER THE TREATY OF APRIL 25, 1866

The President of the United States of America having on the 3d. day of March 1883, approved the following Joint Resolution of Congress: (Public Resolution—No 26.)

“Joint Resolution providing for a new Mixed Commission in accordance with the treaty of April twenty-fifth, eighteen hundred and sixty-six,<sup>4</sup> with the United States of Venezuela.

“Whereas since the dissolution of the mixed Commission appointed under the treaty of April twenty fifth, eighteen hundred and sixty-six, with the United States of Venezuela, serious charges, impeaching the validity and integrity of its proceedings, have been made by the Government of the United States of Venezuela, and also charges of a like character by divers citizens of the United States of America, who presented claims for adjudication before that tribunal; and

<sup>1</sup> TS 371, *post*, p. 1093.

<sup>2</sup> TS 371, *post*, p. 1095.

<sup>3</sup> The Commission met at Washington Sept. 3, 1889, and adjourned Sept. 2, 1890, awarding claims totaling \$980,572.60 to the United States (II Malloy 1867).

<sup>4</sup> TS 370, *ante*, p. 1082.

"Whereas, the evidence to be found in the record of the proceedings of said commission, and in the testimony taken before committees of the House of Representatives in the matter, tends to show that such charges are not without foundation; and

"Whereas it is desirable that the matter be finally disposed of in a manner that shall satisfy any just complaints against the validity and integrity of the first Commission, and provide a tribunal under said treaty constructed and conducted so as not to give cause for just suspicion; and

"Whereas, all evidence before said late Commission was presented in writing and is now in the archives of the State Department; and,

"Whereas the President of the United States has, in a recent communication to Congress, solicited its advisory actions in this matter:

"Therefore

*"Resolved, by the Senate and House of Representatives of the United States of America in Congress assembled, That the President be, and he hereby is, requested to open diplomatic correspondence with the Government of the United States of Venezuela, with a view to the revival of the general stipulations of the treaty of April 25th 1866, with said government, and the appointment thereunder of a new Commission, to sit in the city of Washington, which Commission shall be authorized to consider all the evidence presented before the former Commission in respect to claims brought before it, together with such other and further evidence as the claimants, may offer; and from the awards that may be made to claimants, any moneys heretofore paid by the Department of State, upon certificates issued to them, respectively, upon awards made by the former Commission, shall be deducted, and such certificates deemed cancelled; and the moneys now in the Department of State received from the Government of Venezuela on account of said awards, and all moneys that may hereafter be paid under said treaty, shall be distributed pro rata in payment of such awards as may be made by the Commission to be appointed in accordance with this resolution."*

And the proposal contemplated and authorized by the foregoing joint resolution of Congress having been made by the Government of the United States of America to the Government of the United States of Venezuela, and accepted by the latter through its diplomatic representative in Washington; The Government of the United States of America and the Government of the United States of Venezuela, to the end of effecting by means of a Convention arrangements for the execution of the accord thus reached between the two Governments, have named their Plenipotentiaries to confer and agree thereupon, as follows:

The President of the United States of America, Thomas F. Bayard, Secretary of State of the United States of America; and

The President of the United States of Venezuela, Antonio M. Soteldo, Chargé d'Affaires of Venezuela at Washington;

Who after having communicated to each other their respective full powers found in good and due form, having agreed upon the following articles:

#### ARTICLE I

The general stipulations of the Convention of April 25th, 1866, between the contracting parties are hereby revived with such alterations as are required in conformity with the aforesaid joint resolution of the Congress of the United States, and with such further modifications as are deemed necessary for the certain and speedy accomplishment of the ends in view, and for the reciprocal protection of the interests of the high contracting parties as hereinafter provided.

#### ARTICLE II

All claims on the part of corporations, companies, or individuals, Citizens of the United States, upon the Government of Venezuela, which may have been presented to their Government or to its legation at Caracas, before the first day of August, 1868, and which by the terms of the aforesaid Convention of April 25th, 1866, were proper to be presented to the Mixed Commission organized under said convention shall be submitted to a new Commission, consisting of three Commissioners one of whom shall be appointed by the President of the United States of America, one by the Government of the United States of Venezuela and the third shall be chosen by these two Commissioners; if they cannot agree within ten days from the time of their first meeting as hereinafter provided, then the diplomatic representative of either Russia or Switzerland at this capital shall be requested by the Secretary of State and the Venezuelan Minister at Washington to name the third Commissioner.

In case of the death, resignation or incapacity of any of the Commissioners, or in the event of any of them omitting or ceasing to act, the vacancy shall be filled within three months by naming another Commissioner in like manner as herein provided for the original appointment.

#### ARTICLE III

The Commissioners so appointed shall meet in the city of Washington at the earliest convenient time within three months from the exchange of the ratifications of this Convention, and shall, as their first act in so meeting, make and subscribe a solemn declaration that they will carefully examine and impartially decide, according to justice and in compliance with the provisions of this Convention, all claims submitted to them in conformity herewith, and such declaration shall be entered on the record of their proceedings.

## ARTICLE IV

The concurring judgment of any two Commissioners shall be adequate for every intermediate decision arising in the execution of their duty, and for every final decision or award.

## ARTICLE V

So soon as the Commission shall have organized, notice shall be given to the respective Governments of the date of organization and of readiness to proceed to the transaction of the business of the Commission.

The Commissioners shall thereupon proceed without delay to hear and examine all the claims which by the terms of the aforesaid Convention of April 25, 1866, were proper to be presented to the Mixed Commission organized under the Convention of April 25, 1866; and they shall to that end consider all the evidence admissible under the aforesaid Convention of April 25, 1866, in respect to claims adjudicable thereunder, together with such other and further evidence as the claimants may offer through their respective Governments, and such further evidence as may be offered to rebut any such new evidence offered on the part of the claimant, and they shall, if required, hear one person on behalf of each Government on every separate claim.

All the papers and evidence before the said former Commission, now on file in the archives of the Department of State at Washington, shall be laid before the Commission; and each Government shall furnish, at the request of the Commissioners, or of any two of them, all such papers and documents in its possession as may be deemed important to the just determination of any claim.

## ARTICLE VI

The Commissioners shall make such decision as they shall deem, in reference to such claims, conformable to justice.

The concurring decisions of the three Commissioners, or of any two of them, shall be conclusive and final. Said decisions shall in every case be given upon each individual claim, in writing, stating in the event of a pecuniary reward being made, the amount or equivalent value of the same, expressed in gold coin of the United States of America; and in the event of interest being allowed for any cause and embraced in such award, the rate thereof and the period for which it is to be computed shall be fixed, which period shall not extend beyond the close of the Commission; and said decision shall be signed by the Commissioners concurring therein.

In all cases where the Commissioners award an indemnity as aforesaid, they shall issue one certificate of the sum to be paid to each claimant, respectively, by virtue of their decisions, inclusive of interest when allowed, and after having deducted from the sum so found due to any claimant or claim-

ants any moneys heretofore paid by the Department of State at Washington upon certificates issued to such claimants, respectively, upon awards made by the former Mixed Commission under the Convention of April 25th, 1866. And all certificates of awards issued by the said former Mixed Commission shall be deemed canceled from the date of the decision of the present Commission in the case in which they were issued.

The aggregate amount of all sums awarded by the present Commission, and of all sums accruing therefrom, shall be paid to the United States. Payment of said aggregate amount shall be made in equal annual payments to be completed within ten years from the date of the termination of the labors of the present Commission. Semi-annual interest shall be paid on the aggregate amount awarded, at the rate of five per cent per annum from the date of the termination of the labors of the Commission.

#### ARTICLE VII

The moneys now in the Department of State actually received from the Government of Venezuela on account of the awards of the said former Mixed Commission under the convention of April 25, 1866, and all moneys that may hereafter be paid on said former account by the Government of Venezuela to the Government of the United States, shall be credited to the Government of Venezuela in computing the aggregate total which may be found due to the Government of the United States under the stipulations of the preceding article, and the balance only shall be considered as due and payable with interest in ten annual payments as aforesaid. *Provided however*, that in the event of the aggregate amount which the present Commission may find due to the Government of the United States being less than the aggregate of the sums actually received from the Government of Venezuela, and remaining undistributed in the Department of State, at Washington, the Government of the United States will refund such excess to the Government of Venezuela within six months from the conclusion of the labors of the Commission.

The payment of moneys due from the Government of Venezuela to the Government of the United States under the former Convention of April 25, 1866, shall be deemed to have ceased from the first day of April 1883, to be resumed should occasion arise as hereinbefore provided.

#### ARTICLE VIII

In the event of the annulment of any awards made by the former Mixed Commission under the Convention of April 25, 1866, the Government of the United States is not to be regarded as responsible to that of Venezuela for any sums which may have been paid by the latter Government on account of said awards, so far as said sums may have been distributed. In like manner, if the awards made by the present Commission and the certificates issued by it shall in any cases be found less than the amount heretofore paid to the

claimants from the moneys received from Venezuela, the Government of the United States shall not be regarded as responsible by reason thereof to the Government of Venezuela.

The rehearing provided in the present convention affects, as against the Government of the United States, only the installments of moneys paid to and now held by the United States, and those hereafter to be paid; and the effect of such annulment or reduction in any case shall be to discharge the Government of Venezuela, wholly and forever, from any obligation to pay further installments in such case, except as provided in the present convention.

#### ARTICLE IX <sup>5</sup>

It is further agreed that if the commission, hereunder organized shall in whole or part annul any money awards made in any cases by the former Mixed Commission under the Convention of April 25, 1866, it shall be the duty of the Commission to examine and decide whether, under all the circumstances, and with due regard to principles of justice and equity there are any third parties who have, with the observance of due care and diligence, become possessed, prior to the date of the exchange of ratifications hereof, for a just and valuable consideration, of any portion of the certificates of award heretofore issued in said claims, and whether, under the constitution or laws of either of the contracting parties, said third parties have acquired vested rights, by virtue of the awards of the former Commission under the Convention of 1866, imposing the duty on the Government of the United States to collect from Venezuela the amount or proportion of said certificates of awards which may be held and owned by third parties.

If the present Commission shall decide that there are third parties who are possessed of vested rights, then it shall examine and ascertain the sum paid by each and all of said third parties for their respective interests or shares in said awards, and shall fix the amount of their said interest in said certificates of award for the sums so adjudged due, which shall be paid by Venezuela to the United States in the manner hereinbefore stipulated, the same as all other certificates issued by the present Commission.

#### ARTICLE X

Upon the conclusion of the labors of the Commission organized in virtue of this present Convention, the Department of State of the United States of America shall distribute pro rata among the holders of the certificates which may be issued under the present convention, the moneys in the Department of State actually received from the Government of Venezuela on account of the awards of the former Mixed Commission under the Convention of

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<sup>5</sup> For an understanding relating to art. IX, see agreement of Mar. 15, 1888 (TS 371), *post*, p. 1094.

April 25, 1866; and all moneys that may hereafter be paid to the United States under this present convention shall be in like manner distributed pro rata in payment of such awards as may be made under this present convention.

#### ARTICLE XI

The decisions of the Commission organized under this present convention shall be final and conclusive as to all claims presented or proper to be presented to the former Mixed Commission.

#### ARTICLE XII

The Commission appointed under this present convention shall terminate its labors within twelve months from the date of its organization. A record of the proceedings of the Commission shall be kept, and the Commissioners may appoint a Secretary.

#### ARTICLE XIII

Notwithstanding that the present Commission is organized in consequence of representations made by the Government of Venezuela and that it deals solely with the claims of citizens of the United States, (for which reasons the United States might properly claim that all the expenses hereunder should be borne by Venezuela alone) it is agreed that, in continuation of the arrangement made in the former convention of 1866, the expenses shall be shared as follows: Each Government shall pay its own Commissioner and shall pay one-half of what may be due to the third Commissioner and the Secretary, and one-half of the incidental expenses of the Commission.

#### ARTICLE XIV

Except so far as revived, continued, modified and replaced by the terms and effects of this present convention, the effects of the former convention of April 25, 1866, shall absolutely cease and determine from and after the date of the exchange of ratifications of this present convention, and the high contracting parties hereby agree that the responsibilities and obligations arising under said former Convention shall be deemed wholly discharged and annulled by the substitution therefor of the responsibilities contracted and obligations created under this present convention, to which the high contracting parties mutually bind themselves to give full, perfect and final effect, without any evasion, reservation or delay whatever.

#### ARTICLE XV

The present convention shall be ratified by the President of the United States by and with the advice and consent of the Senate of the United States

of America; and by the President of the United States of Venezuela by and with the advice and consent of the Senate of the United States of Venezuela, and the ratifications shall be exchanged at Washington within twelve months from the date of this present convention,<sup>6</sup> and the publication of the exchange of ratifications shall be notice to all persons interested.

In testimony whereof the respective plenipotentiaries have hereunto affixed their signatures and seals.

Done in duplicate, in the English and Spanish languages, at the city of Washington, this 5th day of December 1885.

T. F. BAYARD [SEAL]

A. M. SOTELDO [SEAL]

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<sup>6</sup> For extensions of the period for exchange of ratifications, see agreements of Mar. 15, 1888 (TS 371), *post*, p. 1093, and Oct. 5, 1888 (TS 371), *post*, p. 1095.

## ARBITRATION OF CLAIMS

*Convention signed at Washington March 15, 1888, supplementing convention of December 5, 1885*

*Senate advice and consent to ratification June 18, 1888*

*Ratified by Venezuela August 2, 1888*

*Ratified by the President of the United States August 7, 1888*

*Ratifications exchanged at Washington June 3, 1889*

*Entered into force June 3, 1889*

*Proclaimed by the President of the United States June 4, 1889*

*Terminated upon fulfillment of its terms*<sup>1</sup>

28 Stat. 1064; Treaty Series 371

### CONVENTION BETWEEN THE UNITED STATES AND VENEZUELA TO REMOVE DOUBTS AS TO THE MEANING OF THE CONVENTION SIGNED DECEMBER 5, 1885

Whereas doubts have arisen in respect of the true intent and meaning of Article IX of the treaty between the United States of America and the United States of Venezuela signed at Washington on the fifth day of December 1885, and, in consequence of such ambiguities, the exchange of ratifications of said treaty has not taken place within the period therein prescribed for such exchange;

And, whereas, the High Contracting Parties are desirous of removing all doubts in respect of the meaning and intent of said Article, and of extending the time for the exchange of ratifications of said treaty, to the end of reaching an amicable and honorable solution of the difficulties that now impair their good relations;

The Government of the United States of America and the Government of the United States of Venezuela, have named as their Plenipotentiaries to conclude a Convention for that purpose, the President of the United States of America, Thomas F. Bayard, Secretary of State of the United States of America; and the President of the United States of Venezuela, José Antonio Olavarria, Chargé d'Affaires of Venezuela at Washington; who, after reciprocal communication of their full powers, found in due and good form, have agreed upon the following Articles:

<sup>1</sup> See footnote 3, *ante*, p. 1085.

## ARTICLE I

It is understood and agreed that in the event of any of the awards of the Mixed Commission under the Convention of April 25, 1866,<sup>2</sup> being annulled in whole or in part by the Commission authorized and created by Article II of the treaty of December 5, 1885,<sup>3</sup> no new award shall in any case be made by said Commission, to the holders of certificates of any award or awards annulled as aforesaid, in excess of the sum which may be found to be justly due to the original claimant.

## ARTICLE II

The time fixed for the exchange of the ratifications of the aforesaid treaty between the United States and Venezuela signed at Washington on the fifth day of December, A. D. one thousand eight hundred and eighty-five, is hereby extended to a period not exceeding five months<sup>4</sup> from the date of this Convention or sooner if possible.

## ARTICLE III

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 the United States of Venezuela by and with the advice and consent of the Congress thereof, and the ratifications shall be exchanged at Washington as soon as possible within the time specified in Article II hereof as the period of extension of the time for the exchange of ratifications of the treaty signed at Washington on the fifth day of December, 1885.

In witness whereof the respective plenipotentiaries have signed and sealed the present Convention in duplicate.

Done at Washington this 15th day of March, A.D., 1888.

T. F. BAYARD	[SEAL]
J. A. OLAVARRIA	[SEAL]

<sup>2</sup> TS 370, *ante*, p. 1082.

<sup>3</sup> TS 371, *ante*, p. 1085.

<sup>4</sup> For an extension of the period for exchange of ratifications, see agreement of Oct. 5, 1888 (TS 371), *post*, p. 1095.

## ARBITRATION OF CLAIMS

*Convention signed at Washington October 5, 1888, supplementing convention of December 5, 1885, as supplemented*

*Senate advice and consent to ratification December 5, 1888*

*Ratified by the President of the United States January 30, 1889*

*Ratified by Venezuela May 11, 1889*

*Ratifications exchanged at Washington June 3, 1889*

*Entered into force June 3, 1889*

*Proclaimed by the President of the United States June 4, 1889*

*Terminated upon fulfillment of its terms*<sup>1</sup>

28 Stat. 1067; Treaty Series 371

### SUPPLEMENTARY CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND VENEZUELA, TO FURTHER EXTEND THE PERIOD FIXED FOR THE EXCHANGE OF RATIFICATIONS OF THE CONVENTION OF DECEMBER 5, 1885, AND TO EXTEND THE PERIOD FOR THE EXCHANGE OF THE RATIFICATIONS OF THE CONVENTION OF MARCH 15, 1888

Whereas, by Articles I and II of a Convention, signed and concluded by the respective Plenipotentiaries of the United States and Venezuela, in the city of Washington, on the 15th day of March, 1888,<sup>2</sup> it was provided that the time fixed by the Convention between the said parties, signed and concluded December 5, 1885,<sup>3</sup> for the exchange at Washington of the ratifications thereof, should be extended to a period not exceeding five months from the date of said Convention, to wit, from the 15th day of March, 1888, or sooner if possible, and that the ratifications of said Convention of March 15, 1888, should in like manner be exchanged at Washington within the same period;

And whereas the period, as aforesaid prescribed, elapsed on the 15th day of August, 1888, without such exchange having been effected;

And whereas it appears that the Congress and Government of Venezuela did, according to the Constitutional forms of that Republic, ratify and confirm the said Conventions at Caracas on the 27th day of July, 1888, and that the President of the Republic of Venezuela did on the 2nd day of August,

<sup>1</sup> See footnote 3, *ante*, p. 1085.

<sup>2</sup> TS 371, *ante*, p. 1093.

<sup>3</sup> TS 371, *ante*, p. 1085.

1888, fully empower the representative of that Republic in the United States to exchange ratifications thereof with whoever should be duly authorized on behalf of the United States;

And whereas the said Conventions having been theretofore duly ratified by the President of the United States, by and with the advice and consent of the Senate thereof, the Secretary of State of the United States, duly empowered by the President of the United States, was ready on and before the said 15th day of August, 1888, to effect the exchange of ratifications of the said Conventions as stipulated;

And whereas, by reason of unavoidable delay, the copy of the said Convention ratified by the Government of Venezuela as aforesaid and the necessary powers to enable the Representative of that Government in the United States to make exchange of ratifications could not be produced in the city of Washington, D.C., until after the expiration of the period so as aforesaid stipulated for the exchange of ratifications;

Now, therefore, the Governments of the United States and Venezuela, being desirous of completing and putting in force the two Conventions aforesaid at the earliest day possible, have respectively named as their Plenipotentiaries to conclude a Convention for that purpose.

The President of the United States of America, Thomas F. Bayard, Secretary of State of the United States of America,

And the President of the United States of Venezuela, Francisco Antonio de Silva, Chargé d'Affaires of the United States of Venezuela at Washington;

Who, after reciprocally satisfying each other in good and due form of their competency to negotiate to such end, have agreed upon the following Articles:

#### ARTICLE I

The time fixed, by Articles I and II of the Convention between the Contracting Parties, signed at Washington, the 15th day of March, 1888, within which to affect the exchange of the ratifications of the Convention between said parties signed at Washington, on the 5th day of December, 1885, and also of the said Convention of the 15th day of March, 1888, is hereby extended to a period not exceeding ten months from the 15th day of August, one thousand eight hundred and eighty-eight, or sooner if possible.

#### ARTICLE II

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 the United States of Venezuela, by and with the advice and consent of the Congress thereof; and the ratifications shall be exchanged at Washington, as soon as possible within the time specified in Article I hereof as the period of extension of the time for the exchange of

ratifications of the Convention signed at Washington, on the 5th day of December, 1885, and of the Convention signed at Washington on the 15th day of March, 1888.

In witness whereof, the respective Plenipotentiaries have signed and sealed the present Convention in duplicate, in the English and Spanish languages.

Done at Washington, this fifth day of October, in the year of our Lord, one thousand eight hundred and eighty-eight.

T. F. BAYARD [SEAL]

F<sup>co</sup>. ANT<sup>o</sup>. SILVA [SEAL]

## CLAIMS: VENEZUELA STEAM TRANSPORTATION COMPANY

*Convention signed at Caracas January 19, 1892*

*Senate advice and consent to ratification March 17, 1892*

*Ratified by Venezuela June 20, 1894*

*Ratified by the President of the United States July 2, 1894*

*Ratifications exchanged at Washington July 28, 1894*

*Entered into force July 28, 1894*

*Proclaimed by the President of the United States July 30, 1894*

*Terminated upon fulfillment of its terms*<sup>1</sup>

28 Stat. 1183; Treaty Series 372

The Government of the United States of America and the United States of Venezuela, being mutually desirous of removing all causes of difference between them in a manner honorable to both parties and in consonance with their just rights and interests, have resolved to submit to arbitration the claim of the "Venezuela Steam Transportation Company", and have respectively named as their plenipotentiaries to conclude a Convention for that purpose:

The President of the United States of America, William L. Scruggs, Envoy Extraordinary and Minister Plenipotentiary of the United States at Caracas;

And the President of the United States of Venezuela, Doctor Rafael Seijas, legal adviser for the Department of Foreign Relations;

Who, after having exhibited their respective full powers, found in good and due form, have agreed upon the following Articles:

### ARTICLE I

The high contracting parties agree to submit to arbitration the question whether any, and, if any, what indemnity shall be paid by the Government of the United States of Venezuela to the Government of the United States of America for the alleged wrongful seizure, detention and employment in

<sup>1</sup> The commissions rendered their decision Mar. 26, 1895, awarding \$141,800 to the United States and \$300 to Venezuela (II Malloy 1870).

war or otherwise of the Steamships *Hero*, *Nutrias* and *San Fernando*, the property of the "Venezuela Steam Transportation Company," a corporation existing under the laws of the State of New York, and a citizen of the United States, and the imprisonment of its officers, citizens of the United States.

## ARTICLE II

The question stated in Article I, shall be submitted to a board of three Commissioners, one to be appointed by the President of the United States of America, one by the President of the United States of Venezuela, and the third who shall not be either an American or a Venezuelan citizen, to be chosen by the two appointed as aforesaid; but if, within ten days from the time of their first meeting as hereinafter provided, they cannot agree upon the third Commissioner, the Secretary of State of the United States and the Venezuelan Minister at Washington shall forthwith request either the Diplomatic representative of Belgium or that of Sweden and Norway at that capital to name him subject to the restriction aforesaid.

The Commissioners to be chosen by the President of the United States of America and the President of the United States of Venezuela shall be appointed within a month from the date of the exchange of the ratifications of this Convention.

In case of the death, resignation or incapacity of any of the Commissioners, or in the event of any of them ceasing or omitting to act, the vacancy shall be filled in the same manner as is herein provided for the original appointment.

## ARTICLE III

The Commissioners appointed by the President of the United States of America and the President of the United States of Venezuela shall meet in the city of Washington at the earliest convenient moment within three months from the date of the exchange of the ratifications of this Convention, and shall proceed to the selection of a third Commissioner.

When such Commissioner shall have been chosen, either by agreement between the two first named, or in the alternate manner hereinbefore provided, the three Commissioners shall meet in the city of Washington at the earliest practicable moment within five months from the date of the exchange of the ratifications of this Convention, and shall subscribe, as their first act, a solemn declaration to examine and decide the claim submitted to them in accordance with justice and equity and the principles of international law.

The concurrent judgment of any two of the Commissioners shall be adequate for the decision of any question that may come before them, and for the final award.

## ARTICLE IV

The Commissioners shall decide the claim on the Diplomatic correspondence between the two Governments relative thereto, and on such legal evidence as may be submitted to them by the high contracting parties within two months from the date of the first meeting of the full Commission.

Their decision shall be rendered within three months at farthest from the date of such first meeting, and shall be final and conclusive.

They shall hear one person as Agent in behalf of each Government and consider such arguments as either of such persons may present; and may, in their discretion, hear other counsel either in support of or in opposition to the claim.

## ARTICLE V

If the award shall be in favor of the United States of America, the amount of the indemnity, which shall be expressed in American gold, shall be paid in cash at the city of Washington, in equal annual sums, without interest, within five years from the date of the award, the first of the five payments to be made within eight months from that date. Each Government shall pay its own commissioner and agent, and all other expenses including clerk hire shall be borne by the two Governments in equal moieties.

## ARTICLE VI

This 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 the United States of Venezuela, with the approval of the Congress thereof; and the ratifications shall be exchanged at Washington as soon as possible.

In witness whereof, the respective plenipotentiaries have signed and sealed the present Convention in duplicate, in the English and Spanish languages.

Done at Carácas this nineteenth day of January, in the year of our Lord one thousand eight hundred and ninety-two.

WILLIAM L. SCRUGGS [SEAL]

RAFAEL SEIJAS [SEAL]

## ARBITRATION OF CLAIMS

*Protocol signed at Washington February 17, 1903*

*Entered into force February 17, 1903*

*Terminated upon fulfillment of its terms*<sup>1</sup>

Treaty Series 420

### PROTOCOL OF AN AGREEMENT BETWEEN THE SECRETARY OF STATE OF THE UNITED STATES OF AMERICA AND THE PLENIPOTENTIARY OF THE REPUBLIC OF VENEZUELA FOR SUBMISSION TO ARBITRATION OF ALL UNSETTLED CLAIMS OF CITIZENS OF THE UNITED STATES OF AMERICA AGAINST THE REPUBLIC OF VENEZUELA

The United States of America and the Republic of Venezuela, through their representatives, John Hay, Secretary of State of the United States of America, and Herbert W. Bowen, the Plenipotentiary of the Republic of Venezuela, have agreed upon and signed the following protocol.

#### ARTICLE I

All claims owned by citizens of the United States of America against the Republic of Venezuela which have not been settled by diplomatic agreement or by arbitration between the two Governments, and which shall have been presented to the commission hereinafter named by the Department of State of the United States or its Legation at Caracas, shall be examined and decided by a mixed commission, which shall sit at Caracas, and which shall consist of two members, one of whom is to be appointed by the President of the United States and the other by the President of Venezuela.

It is agreed that an umpire may be named by the Queen of the Netherlands. If either of said commissioners or the umpire should fail or cease to act, his successor shall be appointed forthwith in the same manner as his predecessor. Said commissioners and umpire are to be appointed before the first day of May, 1903.

The commissioners and the umpire shall meet in the city of Caracas on the first day of June, 1903. The umpire shall preside over their deliberations, and shall be competent to decide any question on which the commissioners

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<sup>1</sup> The mixed commission awarded the sum of \$2,313,711.37 to the United States (II Malloy 1872).

disagree. Before assuming the functions of their office the commissioners and the umpire shall take solemn oath carefully to examine and impartially decide, according to justice and the provisions of this convention, all claims submitted to them, and such oaths shall be entered on the record of their proceedings. The commissioners, or in case of their disagreement, the umpire, shall decide all claims upon a basis of absolute equity, without regard to objections of a technical nature, or of the provisions of local legislation.

The decisions of the commission, and in the event of their disagreement, those of the umpire, shall be final and conclusive. They shall be in writing. All awards shall be made payable in United States gold, or its equivalent in silver.

## ARTICLE II

The commissioners, or umpire, as the case may be, shall investigate and decide said claims upon such evidence or information only as shall be furnished by or on behalf of the respective Governments. They shall be bound to receive and consider all written documents or statements which may be presented to them by or on behalf of the prospective Governments in support of or in answer to any claim, and to hear oral or written arguments made by the Agent of each Government on every claim. In case of their failure to agree in opinion upon any individual claim, the umpire shall decide.

Every claim shall be formally presented to the commissioners within thirty days from the day of their first meeting, unless the commissioners or the umpire in any case extend the period for presenting the claim not exceeding three months longer. The commissioners shall be bound to examine and decide upon every claim within six months from the day of its first formal presentation, and in case of their disagreement, the umpire shall examine and decide within a corresponding period from the date of such disagreement.

## ARTICLE III

The commissioners and the umpire shall keep an accurate record of their proceedings. For that purpose, each commissioner shall appoint a secretary versed in the language of both countries, to assist them in the transaction of the business of the commission. Except as herein stipulated, all questions of procedure shall be left to the determination of the commission, or in case of their disagreement, to the umpire.

## ARTICLE IV

Reasonable compensation to the commissioners and to the umpire for their services and expenses, and the other expenses of said arbitration, are to be paid in equal moieties by the contracting parties.

## ARTICLE V

In order to pay the total amount of the claims to be adjudicated as aforesaid, and other claims of citizens or subjects of other nations, the Government of Venezuela shall set apart for this purpose, and alienate to no other purpose, beginning with the month of March, 1903, thirty per cent. in monthly payments of the customs revenues of La Guaira and Puerto Cabello, and the payments thus set aside shall be divided and distributed in conformity with the decision of the Hague Tribunal.

In case of the failure to carry out the above agreement, Belgian officials shall be placed in charge of the customs of the two ports, and shall administer them until the liabilities of the Venezuelan Government in respect to the above claims shall have been discharged. The reference of the question above stated to the Hague Tribunal will be the subject of a separate protocol.

## ARTICLE VI

All existing and unsatisfied awards in favor of citizens of the United States shall be promptly paid, according to the terms of the respective awards.

*Washington, D.C., February 17, 1903.*

JOHN HAY

[SEAL]

HERBERT W. BOWEN

[SEAL]

## CLAIMS: THE CASE OF A. F. JAURETT

*Agreement signed at Caracas February 13, 1909*

*Entered into force February 13, 1909*

*Terminated upon fulfillment of its terms*

1909 For. Rel. 629; Treaty Series 523½

William I. Buchanan, High Commissioner, representing the President of the United States of America, and Doctor Francisco Gonzalez Guinan, Minister for Foreign Affairs of the United States of Venezuela, sufficiently authorized by General Juan Vicenta Gomez, in charge of the Presidency of the Republic, having examined and discussed at length the claim of A. F. Jaurett, have reached the following conclusions:

The Government of the United States of America does not deny the right which the United States of Venezuela have reserved to themselves by section 22 of Article 80 of the constitution, which says:

22. When it deems it expedient, to prohibit the entry of into the national territory, or to expel therefrom, foreigners who have not their domicile established in the country.

But at the same time, the United States of America bases its support to the Jaurett claim upon the fact that he had lived in Venezuela more than five years and had his domicile in the territory and the seat of certain negotiations that produced him a profit which he was compelled forcibly to abandon.

The Government of the United States of Venezuela, on its part, seeks only to uphold its rights in justice, it recognizes that in reality Jaurett had, in accordance with Articles 20 and 22 of the Civil Code, established his rights of domicile, and that he is entitled to some indemnity on account of the injury caused him by virtue of his forcible expulsion; and, therefore, Messrs. Buchanan and Gonzalez Guinan, animated with the spirit of conciliation which has marked the conferences they have held, agree to fix said indemnity at three thousand dollars American gold, which sum, Mr. Buchanan, duly authorized to that effect, will receive; said claim being thus liquidated and absolutely settled.

Thus Messrs. Buchanan and Gonzalez Guinan have agreed, signing two copies in each of the English and Spanish languages, to a single effect, at Caracas, on February thirteenth, 1909.

WILLIAM I. BUCHANAN	[SEAL]
F. GONZALEZ GUINAN	[SEAL]

## CLAIMS: UNITED STATES AND VENEZUELA COMPANY

*Protocol signed at Caracas August 21, 1909*

*Entered into force August 21, 1909*

*Terminated upon fulfillment of its terms*

Treaty Series 531½

PROTOCOL OF SETTLEMENT BETWEEN THE UNITED STATES OF AMERICA, ON BEHALF OF THE UNITED STATES AND VENEZUELA COMPANY, AND THE UNITED STATES OF VENEZUELA, SIGNED AT CARACAS, VENEZUELA, AUGUST 21, 1909

The United States of America and the United States of Venezuela, through their representatives, William W. Russell, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, and General Juan Pietri, Minister for Foreign Affairs of the United States of Venezuela, duly authorized by their respective Governments, have agreed upon and signed the following Protocol of Settlement:

Whereas, under a certain Protocol between the United States of America and the United States of Venezuela for the decision and adjustment of certain claims, signed at Caracas on the 13th day of February, 1909,<sup>1</sup> it was agreed that the claim of the United States and Venezuela Company against the United States of Venezuela, also known as the "Crichfield Case", should be submitted to the jurisdiction and adjudication of three arbitrators to be chosen from the Permanent Court at The Hague, created at the Second Peace Conference, held at the Hague in 1907,<sup>2</sup> the Company fixing the value of said claim at one million five hundred thousand dollars (\$1,500,000.00); and

Whereas, the respective Governments, animated by the spirit of sincere friendship that has always existed and should exist between the two Nations, and actuated by the firmest desire to maintain and continue the good understanding which should exist and increase between them, and to the end of avoiding all possible future differences regarding this matter, and of adjusting existing differences concerning said claim by common accord,

<sup>1</sup> TS 522½, *post*, p. 1113.

<sup>2</sup> TS 536, *ante*, vol. 1, p. 577.

instead of further proceedings under the said Protocol, and in pursuance of the express provision of Article XII of said Protocol, as heretofore extended by the joint agreement of the said Governments, have now reached an amicable arrangement and adjustment of the said claim and have agreed to and do adjust the same in the manner and form hereinafter stated.

First. The United States of America, on behalf of the United States and Venezuela Company, and on behalf of Ralph T. Rokeby, as Trustee for the mortgage bondholders of the United States and Venezuela Company, hereby releases to the United States of Venezuela forever, all the right, title, and interest of the United States and Venezuela Company, and of said Trustee for the said bondholders, in and to the following described property:

1. The mining concession to the mine Inciarte, granted on the 18th day of June, 1900, by the Government of Venezuela to Doctor Pedro Guzmán, and thereafter and on the 5th day of February, 1901, assigned and sold from Pedro Guzmán to George W. Crichfield, and thereafter and on the 2d day of January, 1902, assigned by George W. Crichfield to the United States and Venezuela Company, together with the mine and its appurtenances, subject to the provisions stipulating the right of the said Doctor Guzmán to collect two (2) bolivars per ton on every ton of asphalt exported.

2. A certain concession, bearing date the 20th day of April, 1901, between the United States of Venezuela and George W. Crichfield, as grantee, for a railroad to develop said mining property, which railroad starting from the mine Inciarte ends on the banks of the river Limón, near its confluence with the river Sucuy, said concession being thereafter assigned by George W. Crichfield to the United States and Venezuela Company, by assignment bearing date the 2d day of January, 1902, which transfer was assented to by the Venezuelan Government on the 30th day of January, 1902; together with the railroad, rolling stock, refinery, wharves and personal property and appurtenances connected therewith, as the same exist at present.

Second. In consideration of the premises, and in payment of the above-mentioned release, the United States of Venezuela covenants, promises and agrees to pay to the United States of America therefor the sum of four hundred and seventy-five thousand dollars (\$475,000.00), in gold coin of the United States of America, of the present standard of weight and fineness, at the office of the Secretary of State, Washington, D.C., in the United States of America, in eight (8) equal installments at the following times, namely:

1. The first payment of fifty-nine thousand three hundred and seventy-five dollars (\$59,375.00) to be made forthwith upon the signing of this agreement.

2. The second payment of the same amount to be made one year from the date hereof, at the same place, and thereafter the third, fourth, fifth, sixth,

seventh, and eighth payments to be made annually, of the same amounts, one year apart, at the same place.

Third. By virtue of the present agreement the United States of America, in the name of the United States and Venezuela Company, and of Ralph T. Rokeby, Trustee for the mortgage bondholders of said Company, declare themselves to be fully paid and satisfied for all claims of the United States and Venezuela Company against Venezuela; and the United States of Venezuela declares itself to be fully paid and satisfied for all claims of the United States of Venezuela against the United States and Venezuela Company.

In witness whereof the undersigned have hereunto set their hands and seals this twenty first day of August, one thousand nine hundred and nine.

WILLIAM W. RUSSELL	[SEAL]
PIETRI	[SEAL]

## CLAIMS: ORINOCO CORPORATION

*Protocol and exchange of notes at Caracas September 9, 1909*

*Entered into force September 9, 1909*

*Terminated upon fulfillment of its terms*

Treaty Series 533½

### PROTOCOL

The United States of America and the United States of Venezuela, through their representatives, William W. Russell, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, and General Juan Pietri, Minister for Foreign Affairs of the United States of Venezuela, duly authorized by their respective Governments, have agreed upon and signed the following Protocol of Settlement:

WHEREAS, under a certain Protocol between the United States of America and the United States of Venezuela for the decision and adjustment of certain claims, signed at Caracas on the 13th day of February, 1909,<sup>1</sup> it was agreed that the claim of THE ORINOCO CORPORATION and of its predecessors in interest, THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY AND THE ORINOCO COMPANY LIMITED, against the United States of Venezuela should be submitted to the jurisdiction of three arbitrators to be chosen from the Permanent Court at The Hague, created at the Second Peace Conference, held at The Hague in 1907,<sup>2</sup> the claimant company fixing the value of said claim at one million seven hundred and fifty thousand dollars (\$1,750,000.00); and

WHEREAS, the respective Governments, animated by the spirit of sincere friendship that has always existed and should exist between the two Nations, and actuated by the firmest desire to maintain and continue the good understanding which should exist and increase between them, and to the end of avoiding all possible future differences regarding this matter and of adjusting existing differences concerning said claim by common accord, instead of further proceedings under said Protocol, and in pursuance of the express provision of Article XII of said Protocol, as heretofore extended by the joint agreement of the said Governments, have now reached an amicable arrange-

<sup>1</sup> TS 522½, *post*, p. 1113.

<sup>2</sup> TS 536, *ante*, vol. 1, p. 577.

ment and adjustment of the said claim and have agreed to and do adjust the same in the manner and form hereinafter stated.

FIRST. The United States of America, on behalf of THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY LIMITED and THE ORINOCO CORPORATION, hereby releases to the United States of Venezuela forever all the right, title and interest of THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY, THE ORINOCO COMPANY LIMITED and THE ORINOCO CORPORATION, in and to the following described property:

The concession granted by the Government of the said the United States of Venezuela unto Cyrenius C. Fitzgerald, under date of September 22, 1883, which concession was afterwards transferred and assigned by said Fitzgerald unto the said THE MANOA COMPANY LIMITED, and by that company to the said THE ORINOCO COMPANY, and by that company to the said THE ORINOCO COMPANY LIMITED, and by that company to the said THE ORINOCO CORPORATION, including all the rights, privileges, benefits and immunities which are, or have ever been, claimed by said Fitzgerald and said several companies, or by any, or either of them, in or to the aforesaid premises or concession, or any part or parcel thereof, or to the deposits or mines of iron, asphalt, gold or other minerals or substances of whatever description within the limits of said concession, as well as the administration, saw-mill, and other buildings, and all machinery and other personal property now on said concession belonging to said companies, or either or any of them.

And the said United States of America, on behalf of said companies, and of each and every of them, respectively, waives in favor of the said the United States of Venezuela, all and singular, the claims and demands of the said companies, and of each and every of them which they, or either, or any of them, or the said the United States of America, on their behalf, have made or might make against the said the United States of Venezuela, originating out of, or in any way connected with, or appertaining to said concession, or to the rights, privileges, benefits and immunities thereby granted or conceded or growing out of the alleged seizures and destruction of the steamer the "PERLA" by the military forces of the said the United States of Venezuela, and from all and singular the other claims and demands, if any, which might be made in behalf of said companies, or any, or either of them, which they or any, or either of them, or the said the United States of America, in their behalf, have made or might make against the said the United States of Venezuela, on any account whatever.

SECOND. In consideration of the premises, and in compensation for the above-mentioned waiver, the United States of Venezuela covenants, promises and agrees to pay to the United States of America therefor the sum of three hundred and eighty-five thousand dollars (\$385,000.00), in gold coin of the United States of America, of the present standard of weight and fineness, at

the office of the Secretary of State, Washington, D.C., in the United States of America, in eight (8) equal installments at the following times namely:

1. The first payment of forty-eight thousand one hundred and twenty-five dollars (\$48,125.00) to be made the day following that on which this Protocol is approved by the Federal Executive of the United States of Venezuela.

2. The second payment of the same amount to be made one year from the date hereof, at the same place, and thereafter the third, fourth, fifth, sixth, seventh and eighth payments to be made annually, of the same amounts, one year apart, at the same place.

THIRD. By virtue of the present agreement the United States of America, in the name of THE ORINOCO CORPORATION and of its predecessors in interest, THE MANOA COMPANY LIMITED, declare themselves to be fully paid and satisfied for all claims of THE ORINOCO CORPORATION and of its predecessors in interest, THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY and THE ORINOCO COMPANY LIMITED, against Venezuela; and the United States of Venezuela declares itself to be fully paid and satisfied for all claims of the United States of Venezuela against THE ORINOCO CORPORATION and its predecessors in interest, THE MANOA COMPANY LIMITED, THE ORINOCO COMPANY and THE ORINOCO COMPANY LIMITED.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this ninth day of September, one thousand nine hundred and nine.

WILLIAM W. RUSSELL [SEAL]  
PIETRI [SEAL]

#### EXCHANGE OF NOTES

*The American Minister to the Minister of Foreign Affairs*

SEPTEMBER 9, 1909

MR. MINISTER:

In connection with the Protocol of Settlement just signed between the United States of America, on behalf of The Orinoco Corporation and of its predecessors in interest, The Manoa Company Limited, The Orinoco Company and The Orinoco Company Limited, and the United States of Venezuela, I have the honor to state to Your Excellency that it is the understanding of my Government that the United States of Venezuela also agrees to adjust, satisfy and discharge the fees which may be due the defendant attorneys of The Manoa Company Limited and The Orinoco Company Limited in the suit instituted by the United States of Venezuela against The Manoa Company Limited and The Orinoco Company Limited, in the Federal Court and of Cassation, and to forever save harmless the United States of America, the said Manoa Company Limited and The Orinoco Company Limited, The

Orinoco Company and The Orinoco Corporation, from any and all liability to make further compensation for such services.

The United States of America undertakes to pay the sum of three hundred and eighty-five thousand dollars to be received from the United States of Venezuela, in settlement of this case, a reasonable compensation, the amount thereof to be fixed by the Secretary of State of the United States of America, to the defendant attorney or attorneys in the suit brought on or about March 18, 1905, in the Federal Court and of Cassation at Caracas, by Mr. Padrón Uztariz against the said The Manoa Company Limited and the said The Orinoco Company Limited, as compensation for the professional services of said defendant attorney or said defendant attorneys in said suit.

I take this occasion to renew to Your Excellency the assurance of my highest and most distinguished consideration.

WILLIAM W. RUSSELL

To His Excellency

GENERAL JUAN PIETRI,

*Minister for Foreign Affairs.*

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*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

UNITED STATES OF VENEZUELA

MINISTRY OF FOREIGN AFFAIRS

*Caracas, September 9, 1909*

D. P. E. No. 1416

MR. MINISTER:

In connection with the Protocol of Settlement just signed between the United States of Venezuela and the United States of America, on behalf of The Orinoco Corporation and of its predecessors in interest, The Manoa Company Limited, The Orinoco Company and The Orinoco Company Limited, I have the honor to state to Your Excellency that it is understood that the United States of Venezuela also agrees to adjust, satisfy and discharge the fees which may be due the defendant attorneys of The Manoa Company Limited and The Orinoco Company Limited, in the suit instituted by the Republic against The Manoa Company Limited and The Orinoco Company Limited in the Federal Court and of Cassation, and to forever save harmless the United States of America and said Manoa Company Limited, Orinoco Company Limited, Orinoco Company and Orinoco Corporation from any and all liability to make further compensation for such services.

It is likewise understood that the United States of America undertakes to pay out of the sum of three hundred and eighty-five thousand dollars to be

received from Venezuela, in settlement of this case, a reasonable compensation, the amount thereof to be fixed by the Secretary of State of the United States of America, to the defendant attorney or attorneys in the suit instituted on or about March 18, 1905, in the Federal Court and of Cassation of the Republic by Mr. Padrón Uztariz against said Manoa Company Limited and Orinoco Company Limited, as compensation for the professional services of said defendant attorney or said defendant attorneys in said suit.

I thus answer the courteous note of Your Excellency of even date herewith in regard to the foregoing.

Please accept Your Excellency, etc., etc., etc.

JUAN PIETRI

To His Excellency

WILLIAM W. RUSSELL,  
E.E.&M.P. of the U.S.A.

## ARBITRATION OF CLAIMS

*Protocol signed at Caracas February 13, 1909; exchange of notes at  
Caracas September 13 and 14, 1909  
Entered into force September 14, 1909  
Terminated upon fulfillment of its terms*<sup>1</sup>

1909 For. Rel. 617; Treaty Series 522½

### PROTOCOL

William I. Buchanan, High Commissioner, representing the President of the United States of America, and Doctor Francisco González Guinán, Minister for Foreign Affairs of the United States of Venezuela, duly authorized by General Juan Vicente Gomez, Vice-President of the United States of Venezuela, in charge of the Presidency of the Republic, having exhibited to each other and found in due form their respective powers, and animated by the spirit of sincere friendship that has always existed and should exist between the two nations they represent, having conferred during repeated and lengthy conferences concerning the manner of amicably and equitably adjusting the differences existing between their respective Governments with regard to the claims pending between them, since neither the United States of America nor the United States of Venezuela aspires to anything other than sustaining that to which in justice and equity it is entitled; and as a result of these conferences have recognized the great importance of arbitration as a means toward maintaining the good understanding which should exist and increase between their respective nations, and to the end of avoiding hereafter, so far as possible, differences between them, they believe it is from every point of view desirable that a treaty of arbitraiton shall be adjusted between their respective Governments.

With respect to the claims that have been the subject of their long and friendly conferences, William I. Buchanan and Doctor Francisco González Guinán have found that the opinions and views concerning them sustained by their respective Governments have been, and are, so diametrically opposed and so different that they have found it difficult to adjust them by common accord; wherefore it is necessary to resort to the conciliatory means of arbitration, a measure to which the two nations they represent are mutually bound

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<sup>1</sup> For a discussion of settlement of claims against Venezuela, see *American Journal of International Law*, vol. 3, p. 985.

by their signatures to the treaties of the Second Peace Conference at The Hague in 1907, and one which is recognized by the entire civilized world as the only satisfactory means of terminating international disputes.

Being so convinced, and firm in their resolution not to permit, for any reason whatever, the cordiality that has always existed between their respective countries to be disturbed, the said William I. Buchanan and Doctor Francisco González Guinán, thereunto fully authorized, have adjusted, agreed to and signed the present Protocol for the settlement of the said claims against the United States of Venezuela, which are as follows:

1. The claim of the United States of America on behalf of the Orinoco Steamship Company;
2. The claim of the United States of America on behalf of the Orinoco Corporation and of its predecessors in interest, The Manoa Company Limited, The Orinoco Company and The Orinoco Company Limited;<sup>2</sup> and,
3. The claim of the United States of America on behalf of the United States and Venezuela Company, also known as the Crichfield claim.<sup>3</sup>

#### ARTICLE I

With respect to the first of these claims, that of the Orinoco Steamship Company, the United States of Venezuela has upheld the immutability of the arbitral decision of Umpire Barge, rendered in this case, alleging that said decision does not suffer from any of the causes which by universal jurisprudence give rise to its nullity, but rather that it is of an unappealable character, since the *compromis* of arbitration can not be considered as void, nor has there been an excessive exercise of jurisdiction, nor can the corruption of the judges be alleged, nor an essential error in the judgment; while on the other hand, the United States of America, citing practical cases, among them the case of the revision, with the consent of the United States of America, of the arbitral awards rendered by the American-Venezuelan Mixed Commission created by the Convention of April 25, 1866,<sup>4</sup> and basing itself on the circumstances of the case, considering the principles of international law and of universal jurisprudence, has upheld not only the admissibility but the necessity of the revision of said award; in consequence of this situation, William I. Buchanan and Doctor Francisco González Guinán, in the spirit that has marked their conferences, have agreed to submit this case to the elevated criterion of the ARBITRAL TRIBUNAL created by this Protocol, in the following form:

The ARBITRAL TRIBUNAL shall first decide whether the decision of Umpire Barge, in this case, in view of all the circumstances and under the principles of international law, is not void, and whether it must be considered so con-

<sup>2</sup> For text of settlement dated Sept. 9, 1909, see TS 533½, *ante*, p. 1108.

<sup>3</sup> For text of settlement dated Aug. 21, 1909, see TS 531½, *ante*, p. 1105.

<sup>4</sup> TS 370, *ante*, p. 1082.

clusive as to preclude a reexamination of the case on its merits. If the ARBITRAL TRIBUNAL decides that said decision must be considered final, the case will be considered by the United States of America as closed; but on the other hand, if the ARBITRAL TRIBUNAL decides that said decision of Umpire Barge should not be considered as final, said ARBITRAL TRIBUNAL shall then hear, examine and determine the case and render its decision on the merits.

## ARTICLE II

During the many conferences regarding the matter of the United States of America on behalf of the Orinoco Corporation and of its predecessors in interest against the United States of Venezuela, held between William I. Buchanan, High Commissioner, representing the President of the United States of America, and Doctor Francisco González Guinán, Minister for Foreign Affairs of Venezuela, they have found the views and conclusions held and maintained by their respective Governments with respect to the rights and claims of the claimant company so diametrically opposed to each other, as to make it impossible to reconcile them through the medium of direct negotiations between their Governments.

Among these they have encountered the allegation of the United States of America, on behalf of the claimant company, that by the act of the National Congress of Venezuela, and by resolutions and other acts of the Executive Power thereof, the rights and claims insisted upon and claimed by the United States of America on behalf of the claimant company, in and under the Fitzgerald concession, the origin of the present case, are firmly recognized and affirmed as subsistent and valid, and that the Government of Venezuela has insisted and insists that the decision of Umpire Barge of April 12, 1904, which Venezuela considers irrevocable, and the decision handed down by the Federal Court and of Cassation of Venezuela on March 18, 1908, furnish of and in themselves conclusive proof against the rights and the pretensions of the claimant company, since said company, even though it be accepted as the assignee of the others, has not established itself in accordance with the laws of Venezuela, and even though it had so established itself, it was beforehand subjected to Venezuelan laws and it was agreed that these should govern and decide the contentions and differences that might arise; whereas the United States of America, on behalf of the claimant company, has declined and declines in any manner to admit that said decision of Umpire Barge or that of the Federal Court and of Cassation of Venezuela could terminate or has terminated or extinguished the rights and claims asserted by the claimant company under said Fitzgerald contract, but that on the contrary the rights and claims asserted in connection therewith by the claimant company are valid and subsisting.

In view of these and other equally conflicting conclusions reached and persistently maintained by their respective Governments with regard to this case, the Representatives herein named, animated by a firm resolve to do all

in their power to maintain and increase a good understanding between their Governments, and by a fixed desire to provide for the adjustment of the differences existing between them in this case, in justice and equity, can not escape the conclusion that the same cordial spirit which has prevailed in their many conferences already held counsels and points to the expediency and necessity of submitting this case to an impartial International Tribunal in order that the differences arising therefrom may be once and for all determined and concluded in a just and equitable manner. To reach this desirable end, and in accordance with the principles set out:

It is AGREED between William I. Buchanan, High Commissioner, representing the President of the United States of America, and Doctor Francisco González Guinán, Minister for Foreign Affairs of the United States of Venezuela, duly authorized to this end by their respective Governments, that the matter of the United States of America, on behalf of the Orinoco Corporation and of its predecessors in interest, The Manoa Company Limited, The Orinoco Company and The Orinoco Company Limited, shall be submitted to the ARBITRAL TRIBUNAL created by this Protocol.

Said ARBITRAL TRIBUNAL shall examine and decide:

1. Whether the decision of Umpire Barge of April 12, 1904, under the principles of international law is not void and whether it preserves a conclusive character, in the case of the predecessors in interest of the claimant company against Venezuela;

2. If the ARBITRAL TRIBUNAL decides that said decision shall be considered conclusive, it shall then decide what effect said decision had with respect to the subsistence of the Fitzgerald contract, at that date, and with respect to the rights of the claimant company or those of its predecessors in interest in said contract;

3. If it decides that the decision of said Umpire Barge shall not be considered conclusive, said ARBITRAL TRIBUNAL shall examine on their merits and shall decide the matters submitted to said Umpire by the predecessors in interest of the claimant company;

4. The ARBITRAL TRIBUNAL shall examine, consider and decide whether there has been manifest injustice done the claimant company or its predecessors in interest regarding the Fitzgerald contract through the decision of the Federal Court and of Cassation, rendered March 18, 1908, in the suit maintained by the Government of Venezuela against the predecessors in interest of the claimant company, or through any of the acts of any of the authorities of the Government of Venezuela.

If the ARBITRAL TRIBUNAL decides that such injustice has been done, it is empowered to examine the matter of the claimant company and of its predecessors in interest against the Government of Venezuela on its merits, and to render a final decision with respect to the rights and the obligations

of the parties, fixing such damages as in its elevated judgment it believes to be just and equitable.

In every event the ARBITRAL TRIBUNAL shall decide:

(a) What effect, if any, said decision of the Federal Court and of Cassation produced and has upon everything relating to the rights of the claimant company as assignee of the Fitzgerald contract;

(b) Whether said Fitzgerald contract is in force; and,

(c) If it determines that said contract is in force, then, what are the rights and the obligations of the claimant company on the one hand, and of the Government of Venezuela on the other.

### ARTICLE III

William I. Buchanan, High Commissioner, representing the President of the United States of America, and Doctor Francisco González Guinán, Minister for Foreign Affairs of the United States of Venezuela, have carefully considered in the conferences they have held, the matter of the United States of America on behalf of the United States and Venezuela Company against the United States of Venezuela, also known as the Crichfield case, and have found that while the questions involved therein differ in several aspects from those in the other claims they have considered, the same radically different views held by their respective Governments in those cases exist in the case under consideration.

To the end therefore, that nothing shall be left pending that will not tend to add to the good understanding and friendship existing between the two Governments, their Representatives above-named, William I. Buchanan and Doctor Francisco González Guinán hereby agree that the matter of the United States of America on behalf of the United States and Venezuela Company against the United States of Venezuela shall be submitted to the ARBITRAL TRIBUNAL created by this Protocol, and they further agree that said TRIBUNAL is empowered to examine, consider, hear, determine and make its award in said case on its merits in justice and equity.

### ARTICLE IV

The United States of America and the United States of Venezuela having, at the Second Peace Conference held at The Hague in 1907, accepted and recognized the permanent court of The Hague, it is agreed that the cases mentioned in Articles I, II, and III of this Protocol, that is to say, the case of the Orinoco Steamship Company, that of the Orinoco Corporation and of its predecessors in interest and that of the United States and Venezuela Company, shall be submitted to the jurisdiction of an ARBITRAL TRIBUNAL composed of Three Arbitrators chosen from the above-mentioned Permanent Court of The Hague.

No member of said Court who is a citizen of the United States of America or of the United States of Venezuela shall form part of said ARBITRAL TRIBUNAL, and no member of said Court can appear as counsel for either nation before said TRIBUNAL.

This ARBITRAL TRIBUNAL shall sit at The Hague.

#### ARTICLE V

The said ARBITRAL TRIBUNAL shall, in each case submitted to it, determine, decide and make its award, in accordance with justice and equity. Its decisions in each case shall be accepted and upheld by the United States of America and the United States of Venezuela as final and conclusive.

#### ARTICLE VI

In the presentation of the cases to the ARBITRAL TRIBUNAL both parties may use the French, English or Spanish language.

#### ARTICLE VII <sup>5</sup>

Within eight months from the date of this Protocol, each of the parties shall present to the other and to each of the members of the ARBITRAL TRIBUNAL, two printed copies of its case, with the documents and evidence on which it relies, together with the testimony of its respective witnesses.

Within an additional term of four months, either of the parties may in like manner present a counter case with documents and additional evidence and depositions, in answer to the case, documents, evidence and depositions of the other party.

Within sixty days from the expiration of the time designated for the filing of the counter cases, each Government may, through its Representative, make its arguments before the ARBITRAL TRIBUNAL, either orally or in writing, and each shall deliver to the other copies of any arguments thus made in writing, and each party shall have a right to reply in writing, provided such reply be submitted within the sixty days last named.

#### ARTICLE VIII

All public records and documents under the control or at the disposal of either Government or in its possession, relating to the matters in litigation shall be accessible to the other, and, upon request, certified copies of them shall be furnished. The documents which each party produces in evidence shall be authenticated by the respective Minister for Foreign Affairs.

#### ARTICLE IX

All pecuniary awards that the ARBITRAL TRIBUNAL may make in said cases shall be in gold coin of the United States of America, or in its equivalent in Venezuelan money, and the ARBITRAL TRIBUNAL shall fix the time of payment, after consultation with the Representatives of the two countries.

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<sup>5</sup> For modifications of arts. VII and X, see exchange of notes, p. 1120.

ARTICLE X<sup>5</sup>

It is agreed that within six months from the date of this Protocol, the Government of the United States of America and that of the United States of Venezuela shall communicate to each other, and to the Bureau of the Permanent Court at The Hague, the name of the Arbitrator they select from among the members of the Permanent Court of Arbitration.

Within sixty days thereafter the Arbitrators shall meet at The Hague and proceed to the choice of the Third Arbitrator in accordance with the provisions of Article 45 of The Hague Convention for the Peaceful Settlement of International Disputes, referred to herein.

Within the same time each of the two Governments shall deposit with the said Bureau the sum of fifteen thousand francs on account of the expenses of the arbitration provided for herein, and from time to time thereafter they shall in like manner deposit such further sums as may be necessary to defray said expenses.

The ARBITRAL TRIBUNAL shall meet at The Hague twelve months from the date of this Protocol to begin its deliberations and to hear the arguments submitted to it. Within sixty days after the hearings are closed its decisions shall be rendered.

## ARTICLE XI

Except as provided in this Protocol the arbitral procedure shall conform to the provisions of the Convention for the Peaceful Settlement of International Disputes, signed at The Hague on October 18, 1907,<sup>6</sup> to which both parties are signatory, and especially to the provisions of Chapter III thereof.

## ARTICLE XII

It is hereby understood and agreed that nothing herein contained shall preclude the United States of Venezuela, during the period of five months from the date of this Protocol, from reaching an amicable adjustment with either or both of the claimant companies referred to in Article II and III herein, provided that in each case wherein a settlement may be reached, the respective company shall first have obtained the consent of the Government of the United States of America.

The undersigned, WILLIAM I. BUCHANAN and FRANCISCO GONZÁLEZ GUINÁN, in the capacity which each holds, thus consider their conferences with respect to the differences between the United States of America and the United States of Venezuela as closed, and sign two copies of this Protocol of the same tenor and to one effect, in both the English and Spanish languages, at Caracas, on the thirteenth day of February one thousand nine hundred and nine.

WILLIAM I. BUCHANAN	[SEAL]
F. GONZÁLEZ GUINÁN	[SEAL]

<sup>6</sup> TS 536, *ante*, vol. 1, p. 577.

## EXCHANGE OF NOTES

*The American Minister to the Minister of Foreign Affairs**September 13, 1909*

MR. MINISTER:

Referring to a conversation on the subject, I have the honor to inform Your Excellency that the Department of State of the United States of America assents to Venezuela's suggestion to modify Article X of the Protocol signed February 13, 1909, by fixing October 15 as the date on or before which the Arbitrators must be named, and providing for a meeting at The Hague of the Arbitrators so chosen, between January 5 and 15, 1910, to select a third; always provided that Venezuela will also agree to modify Article VII of the above-mentioned Protocol by fixing January 1, 1910, as the date for the presentation of the case, and April 30, 1910, as the date for the presentation of the counter case; and to modify Article X by fixing May 15, 1910, as the date for the meeting of the Arbitral Tribunal.

I am instructed to inform Your Excellency that the Protocol of February 13, 1909, is approved by the Government of the United States of America, and is in effect in the United States, and that the President of the United States of America transmitted said Protocol to the Senate for its information, in a message dated April 20, 1909.

I take this occasion to renew to Your Excellency the assurance of my highest and most distinguished consideration.

WILLIAM W. RUSSELL

To His Excellency

GENERAL JUAN PIETRI,

*Minister for Foreign Affairs.*

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*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

UNITED STATES OF VENEZUELA

MINISTRY OF FOREIGN AFFAIRS

D. P. E. No. 1464

*Caracas, September 14, 1909*

MR. MINISTER:

I have the honor to acknowledge the receipt of Your Excellency's note of yesterday's date, in regard to fixing certain extensions and dates in connection with the Protocol of February 13th last, between the United States of Venezuela and the United States of America.

In reply I am pleased to inform Your Excellency that the Government of Venezuela assents to the 15th of next October as the date on or before which

appointment must be made of the arbitrators referred to in Article X of the above-mentioned Protocol. The Government of Venezuela also agrees that the first meeting of the arbitrators to select a third shall take place between the 5th and 15th of January, 1910; that January 1, 1910, shall be the date for the presentation of the cases of the two Governments; that April 30, 1910, shall be the date for the presentation of the counter case and May 15, 1910, the date for the meeting of the Arbitral Tribunal.

Note has been taken of the fact that the Protocol of February 13, 1909, has been approved by the Government of the United States, and is in effect in said Nation, whose President transmitted it to the Senate for its information in a message dated April 20 last.

I take this occasion etc., etc., etc.

J. PIETRI

To His Excellency

W. W. RUSSELL,  
*etc., etc., etc.*

## ADVANCEMENT OF PEACE

*Treaty signed at Caracas March 21, 1914; protocol signed at Caracas  
February 27, 1915*

*Senate advice and consent to ratification of treaty August 11, 1914*

*Ratified by Venezuela July 30, 1915*

*Ratified by the President of the United States January 4, 1916*

*Ratifications exchanged at Caracas February 12, 1921*

*Entered into force February 12, 1921*

*Proclaimed by the President of the United States March 21, 1921*

42 Stat. 1920; Treaty Series 652

### TREATY OF PEACE BETWEEN THE UNITED STATES OF VENEZUELA AND THE UNITED STATES OF AMERICA

The President of the United States of Venezuela and the President of the United States of America, being desirous to strengthen the bonds of amity that bind Venezuela and the United States 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 Venezuela, Señor Doctor Manuel Diaz Rodriguez, Minister for Foreign Relations; and the President of the United States of America, Mr. Preston McGoodwin, Envoy Extraordinary and Minister Plenipotentiary of said Nation to Venezuela;

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

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 a Permanent International Commission, to be constituted in the manner prescribed in article II; and they agree, if the case arises, not to declare war nor to begin hostilities during such investigation and before the report has been considered.

## 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, who can also submit his election to the four arbitrators already appointed; it being understood that he shall not be a citizen of either of the two countries. The expenses shall be paid by the two Governments in equal proportion.

The International Commission shall be appointed within six months after the exchange of the ratifications of this treaty; and the 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, before taking diplomatic steps or in the course thereof, act upon its own initiative, and in such case it shall notify both Governments and request their cooperation in the investigation.<sup>1</sup>

The high contracting parties agree to afford to the Permanent International Commission all the means and facilities required for its investigation and report.

In each instance, 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 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 Venezuela, with the approval of the Congress; and by the President of the United States of America, by and with the advice and consent of the Senate thereof; 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.

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<sup>1</sup> For an understanding regarding interpretation of this clause, see protocol, p. 1124.

In witness whereof the respective plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done at Caracas on the twenty first day of March in the year nineteen hundred and fourteen.

PRESTON MCGOODWIN	[SEAL]
MANUEL DIAZ-RODRIGUEZ	[SEAL]

#### PROTOCOL

The Government of the United States of America and the Government of the United States of Venezuela, desirous of removing any doubt or uncertainty that may exist or that may hereafter arise as to the interpretation to be placed upon the second clause of Article III of the Treaty of March 21, 1914, between the United States and Venezuela, looking to the advancement of the general cause of peace, which clause reads as follows:

“The International Commission may, however, before taking diplomatic steps or in the course thereof, act upon its own initiative, and in such case it shall notify both Governments and request their cooperation in the investigation”;

have authorized the undersigned Plenipotentiaries to declare as follows:

It is the understanding of the two Governments that the said clause does not confer upon the Commission the right to act upon its own initiative before diplomatic means of adjustment have been exhausted, but that it shall be understood as meaning that, should the Commission spontaneously offer its services, it shall not proceed to undertake its investigation and report in the matter which is the subject of disagreement between the two Governments, until after they shall have exhausted diplomatic means of adjustment.

In witness whereof, the undersigned Plenipotentiaries have signed their names and affixed their respective seals to this Protocol, at the city of Caracas, this twenty seventh day of February, in the year 1915.

PRESTON MCGOODWIN	[SEAL]
IGN° ANDRADE	[SEAL]

## TRAVELING SALESMEN

*Convention signed at Caracas July 3, 1919*

*Senate advice and consent to ratification January 21, 1920*

*Ratified by the President of the United States January 29, 1920*

*Ratified by Venezuela July 3, 1920*

*Ratifications exchanged at Caracas August 18, 1920*

*Entered into force August 18, 1920*

*Proclaimed by the President of the United States October 15, 1920*

41 Stat. 1719; Treaty Series 648

The United States of America and the United States of Venezuela 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, Stewart Johnson, Chargé d'Affaires ad interim of the United States; and

The President of the United States of Venezuela, Dr. Esteban Gil Borges, Minister of Foreign Relations,

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 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 as commercial travelers 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 visaed 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, provided he sells them to merchants duly established dealing in similar articles.

## 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

The license for commercial travelers established by Article II of this Convention shall not 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 concession 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

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.

This Convention shall be ratified and the ratifications shall be exchanged in Washington or Caracas within the briefest possible period.

In testimony whereof the respective plenipotentiaries have signed these articles and have thereunto affixed their seals.

Done in duplicate, in English and Spanish, at Caracas, this 3<sup>rd</sup>. day of July, 1919.

STEWART JOHNSON	[SEAL]
E. GIL BORGES	[SEAL]

## EXTRADITION

*Treaty signed at Caracas January 19, 1922; additional article signed at Caracas January 21, 1922*

*Senate advice and consent to ratification January 5, 1923*

*Ratified by Venezuela February 15, 1923*

*Ratified by the President of the United States February 21, 1923*

*Ratifications exchanged at Caracas April 14, 1923*

*Entered into force April 14, 1923*

*Proclaimed by the President of the United States January 2, 1924*

43 Stat. 1698; Treaty Series 675

### TREATY

The United States of America and the United States of Venezuela, desiring to strengthen their reciprocal relations, to facilitate the course of punitive justice and to limit the crimes which may be committed in their respective territories; to prevent the impunity which would result from the escape of guilty persons and of their asylum in the territory of one or the other nation, have resolved to conclude a Treaty for the extradition of the accused as well as of those who have been sentenced, and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America, John Campbell White, Chargé d'Affaires ad interim of the United States of America to Venezuela, and

The Provisional President of the United States of Venezuela, Doctor Pedro Itriago Chacín, Minister of Foreign Affairs of the United States of Venezuela;

Who, after having exchanged their full powers, found in good and due form, have agreed upon the following Articles;

### ARTICLE I

The Government of the United States of America and the Government of the United States of Venezuela agree to deliver up to justice, by means of requisition duly made as herein provided, any person who may be charged with or may have been convicted of any of the crimes committed within the jurisdiction of one of the Contracting Parties and specified in Article II of

this Convention, while said person was actually within such jurisdiction when the crime was committed, and who shall seek an asylum or who shall be found within the territories of the other. Such surrender shall take place only upon such evidence of guilt as, according to the laws of the country in which the fugitive or accused shall be found, would justify his detention and commitment for trial if the crime or offense had been committed there.

## ARTICLE II

In accordance with the provisions of this Convention, the persons shall be delivered who shall have been charged with or convicted of any of the following crimes:

1. Murder, comprehending the crimes designated by the terms of parricide, 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 night time 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, or illegal sale of documents belonging to the national archives.

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 of the parties by public officers or depositaries, where the amount embezzled exceeds 200 dollars in the United States of America or B. 1.000 in the United States of Venezuela.

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 200 dollars in the United States of America or B. 1.000 in the United States of Venezuela.

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 50 dollars or B. 250 or more, accordingly.

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 200 dollars in the United States of America or B. 1.000 in the United States of Venezuela.

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 200 dollars in the United States of America or B. 1.000 in the United States of Venezuela.

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.

### 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, 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

In view of the abolition of capital punishment and of imprisonment for life by Constitutional provision in Venezuela, the Contracting Parties reserve the right to decline to grant extradition for crimes punishable by death and life imprisonment. Nevertheless, the Executive Authority of each of the Contracting Parties shall have the power to grant extradition for such crimes upon the receipt of satisfactory assurances that in case of conviction the death penalty or imprisonment for life will not be inflicted.

#### 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 country 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 shall be at the time of the request for the extradition under prosecution, either at liberty, out on bail or in custody, for any 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 territories wherever situated, belonging to either of the Contracting Parties or under the jurisdiction or control of either of them.

Applications for the surrender of fugitives shall be made by the respective diplomatic agents of the Contracting Parties. In case 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, application may be made by superior consular officers.

It shall be competent for such diplomatic or superior Consular officers to ask and obtain the preliminary arrest of the person whose surrender is requested, before the Government of whom such request is made. The judicial functionaries shall prescribe the method of complying with the legal formalities of the country of which the extradition is requested.

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 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 whatsoever 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

No person shall be tried for any crime or offense other than that for which he was surrendered.

#### ARTICLE XV

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 Caracas as soon as possible.

In witness whereof the respective Plenipotentiaries have signed the above articles, and have hereunto affixed their seals.

Done in duplicate, in Caracas, this nineteenth day of January one thousand nine hundred and twenty-two.

JOHN CAMPBELL WHITE	[SEAL]
P. ITRIAGO CHACÍN	[SEAL]

## ADDITIONAL ARTICLE

The undersigned, John Campbell White, Chargé d'Affaires ad interim of The United States of America to Venezuela, and Dr. Pedro Itriago Chacín, Minister of Foreign Affairs of The United States of Venezuela, have agreed upon the following Additional Article to the Treaty of Extradition signed by the aforesaid on the nineteenth instant:

It is agreed that all differences between the Contracting Parties relating to the interpretation or execution of this Treaty shall be decided by arbitration.

In witness whereof they have signed the above Article, and have hereunto affixed their seals.

Done in duplicate, in Caracas, this twenty first day of January one thousand nine hundred and twenty-two.

JOHN CAMPBELL WHITE	[SEAL]
P. ITRIAGO CHACÍN	[SEAL]

## REDUCTION OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Caracas January 5 and 12, 1937*

*Entered into force January 12, 1937; operative January 18, 1937*

Department of State files

*The American Chargé d'Affaires ad interim to the Minister  
of Foreign Affairs*

No. 173

CARACAS, January 5, 1937

### EXCELLENCY:

Pursuant to the conversations which I have had the honor of holding with Your Excellency in regard to the desire of the Government of the United States to waive or reduce the fees for passport visas and applications therefor, I now have the honor to inform Your Excellency that I have been authorized by the Department of State to conclude, by an exchange of notes, the following reciprocal agreement between my Government and the Government of Venezuela:

The Government of the United States will, effective from January 18, 1937, reduce to \$2.00 (two dollars United States currency) the fee for visaing passports, and will collect no fee for executing applications therefor, in the case of citizens of Venezuela desiring to visit the United States (including the insular possessions) who are not "immigrants" as defined in Section 3 of the Immigration Act of the United States of 1924,<sup>1</sup> as amended by the Act of July 6, 1932.<sup>2</sup> The classes of citizens defined as "non-immigrants" are as follows:

- (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;

<sup>1</sup> 43 Stat. 153.

<sup>2</sup> 47 Stat. 607.

(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 between the United States and the foreign state of which he is a national under and in pursuance of the provisions of a treaty of commerce and navigation, and his wife, and his unmarried children under 21 years of age, if accompanying or following to join him.

It is understood that from the same date, in the case of non-immigrant nationals of the United States of like classes desiring to visit Venezuela, the Government of Venezuela will collect no passport visa fee the equivalent of which would exceed the sum of \$2.00 (two dollars United States currency).

It is further understood that such visas granted by either Government shall be valid for twelve months, provided the respective passports continue to be valid for that period, and that no additional visa will need to be obtained during the validity of a visa already issued.

I shall be glad to receive from Your Excellency a confirmation of the above understanding in order that the agreement may enter into effect on the date mentioned.

Accept, Excellency, the renewed assurances of my highest consideration.

HENRY S. VILLARD  
*Chargé d'Affaires ad interim*

His Excellency

Dr. E. GIL BORGES,  
*Minister for Foreign Affairs,*  
*Caracas, Venezuela*

---

*The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY FOR FOREIGN AFFAIRS

OFFICE OF INTER-AMERICAN RELATIONS  
No. 56

CARACAS, January 12, 1937

MR. CHARGÉ D'AFFAIRES:

I have the honor to advise Your Honor of the receipt of your courteous note No. 173, of the 5th instant, relative to the reduction of the consular fees which are at present collected for visaing the passports of non-immigrant Venezuelan citizens who visit the United States and of citizens of the United States, likewise non-immigrants, who visit Venezuela.

I am pleased to inform you that the Government of Venezuela accepts the proposal which Your Honor's Government makes in the courteous note

to which I am replying. Therefore, the Consuls of Venezuela will be given appropriate instructions in order to comply with the provisions of the agreement concluded by this exchange of notes.

It is understood that the citizens of the United States who may visit Venezuela, as well as the Venezuelan citizens who may visit the United States, remain subject to the laws which govern the admission of foreigners in the two countries.

I avail myself of the opportunity to reiterate to Your Honor the assurances of my high consideration.

E. GIL BORGES

To the Honorable MR. HENRY S. VILLARD  
*Chargé d'Affaires ad interim of the*  
*United States of America.*  
*Present.*

## MOST-FAVORED-NATION TREATMENT IN CUSTOMS MATTERS

*Exchange of notes at Caracas May 12, 1938*

*Entered into force May 12, 1938*

*Extended by agreement of May 9, 1939<sup>1</sup>*

*Supplanted December 16, 1939, by modus vivendi of November 6, 1939<sup>2</sup>*

52 Stat. 1493; Executive Agreement Series 122

*The American Chargé d'Affaires ad interim to the Minister  
of Foreign Affairs*

LEGATION OF THE UNITED STATES OF AMERICA

No. 351

*Caracas, May 12, 1938*

### EXCELLENCY:

For the purpose of formalizing the result of the conversations which I have had with Your Excellency I have the honor to inform you that the Government of the United States of America is disposed, pending the conclusion of the reciprocal trade agreement which the two Governments have under consideration, to regulate the commercial relations between the two countries by a *modus vivendi* on the basis of the application of the most-favored-nation principle, in conformity with the following articles:

Article I. Both Governments agree to concede reciprocally unconditional and unlimited most-favored-nation treatment in all that concerns customs duties and all accessory imposts, the manner of applying duties as well as the rules and formalities to which customs operations can be submitted.

Article II. The provisions of the foregoing article shall not apply:

<sup>1</sup> 53 Stat. 2344; EAS 148.

<sup>2</sup> A *modus vivendi* in the form of an exchange of notes between the American Ambassador and the Minister of Foreign Affairs was signed at Caracas Nov. 6, 1939 (for text, see 54 Stat. 2375 or p. 2 of EAS 180). The provisions of arts. I-XVIII, inclusive, and the two annexed schedules of the *modus vivendi* are identical with the corresponding articles and schedules of a definitive agreement signed at Caracas on the same day (EAS 180, *post*, p. 1141). The *modus vivendi*, according to the terms of art. XIX thereof, entered into force Dec. 16, 1939, supplanted the agreement of May 12, 1938 (EAS 122), as extended, and terminated upon entry into force of the definitive agreement.

1. To the advantages now accorded or which may hereafter be accorded by the United States of America or by the United States of Venezuela to adjacent countries in order to facilitate frontier traffic; nor shall it apply to advantages resulting from customs unions to which the United States of America or the United States of Venezuela may become a party.

2. To 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. 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 territory or possession of the United States of America.

3. To articles transshipped through Puerto Rico or the Virgin Islands and imported into Venezuela.

Article III. The present agreement shall come into force on this date and shall remain in force for a period of one year or until superseded by a more comprehensive commercial agreement 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.

DANIEL M. BRADDOCK  
*Chargé d'Affaires ad interim*

His Excellency Dr. E. GIL BORGES,  
*Minister for Foreign Affairs,*  
*Caracas.*

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*The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY FOR FOREIGN AFFAIRS

BUREAU OF ECONOMIC POLICY  
No. 2264  
Economic Section

CARACAS, May 12, 1938

MR. CHARGÉ D'AFFAIRES:

For the purpose of formalizing the result of the conversations which I have had with Your Honor, I have the honor to inform you that the Government of Venezuela is disposed, pending the conclusion of the reciprocal trade agreement which the two Governments have under consideration, to regulate the commercial relations between the two countries by a *modus vivendi* on the basis of the application of the most-favored-nation principle, in conformity with the following articles:

[For text of articles, see U.S. note, above.]

I beg Your Honor to accept the assurances of my very distinguished consideration.

E. GIL BORGES

To the Honorable Mr. DANIEL M. BRADDOCK,  
*Chargé d'Affaires ad interim*  
*of the United States of America,*  
*City.*

## RECIPROCAL TRADE

*Agreement and exchange of notes signed at Caracas November 6, 1939*<sup>1</sup>  
*Proclaimed by the President of the United States November 16, 1939*  
*Ratified by Venezuela July 24, 1940*  
*Proclamation and ratification exchanged at Washington November 14, 1940*  
*Supplementary proclamation by the President of the United States November 27, 1940*  
*Entered into force provisionally December 16, 1939;*<sup>2</sup> *definitively December 14, 1940*  
*Supplemented by agreement of August 28, 1952*<sup>3</sup>  
*Modified by agreements of July 15 and 23, 1963;*<sup>4</sup> *and June 26, 1972*<sup>5</sup>  
*Schedule I terminated June 30, 1972;*<sup>6</sup> *schedule II terminated June 30, 1972, with exceptions*<sup>7</sup>

54 Stat. 2375; Executive Agreement Series 180

### AGREEMENT

The President of the United States of America, and the President of the United States of Venezuela, being desirous of strengthening the traditional bonds of friendship between the two countries, of maintaining the principle

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<sup>1</sup> For schedules annexed to the agreement, see 54 Stat. 2383 or p. 10 of EAS 180. For proclamations relating to allocation of tariff quotas on crude petroleum and fuel oil dated Dec. 12, 1939, Dec. 28, 1940, and Dec. 26, 1941, see 54 Stat. 2451, 54 Stat. 2456, 55 Stat. 1393; EAS 191, 192, 226.

<sup>2</sup> A *modus vivendi* in the form of an exchange of notes between the American Ambassador and the Minister of Foreign Affairs was also signed at Caracas Nov. 6, 1939. The provisions of arts. I–XVIII, inclusive, and the two annexed schedules of the *modus vivendi* are identical with the corresponding articles and schedules of the definitive agreement. The *modus vivendi*, according to the terms of art. XIX thereof, entered into force Dec. 16, 1939, supplanted the agreement of May 12, 1938 (EAS 122, *ante*, p. 1138), as extended, and terminated upon entry into force of the definitive agreement.

<sup>3</sup> 3 UST 4195; TIAS 2565.

<sup>4</sup> 14 UST 1901; TIAS 5502.

<sup>5</sup> 23 UST 1213; TIAS 7387.

<sup>6</sup> Pursuant to notice of termination given by Venezuela Dec. 31, 1971, and in accordance with agreement of June 26, 1972 (23 UST 1213; TIAS 7387).

<sup>7</sup> Pursuant to notice of termination given by the United States June 26, 1972, and in accordance with agreement of the same date (23 UST 1213; TIAS 7387).

of equality of treatment in their commercial relations, and of promoting such relations by granting reciprocal concessions and advantages, have agreed to conclude a reciprocal trade agreement, and have designated for this purpose as their Plenipotentiaries:

The President of the United States of America:

His Excellency Frank P. Corrigan, Ambassador Extraordinary and Plenipotentiary of the United States of America to Venezuela;

The President of the United States of Venezuela:

His Excellency Doctor Esteban Gil Borges, Minister of Foreign Relations of the United States of Venezuela;

Who, having exchanged their full powers, found to be in good and due form, have agreed upon the following Articles:

#### ARTICLE I

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I<sup>8</sup> annexed to this Agreement and made a part thereof, shall, on their importation into the United States of Venezuela, 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 Venezuela in force on the day of the signature of this Agreement.

#### ARTICLE II

Articles the growth, produce or manufacture of the United States of Venezuela, 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 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 the United States of America in force on the day of the signature of this Agreement.

#### ARTICLE III

The provisions of Articles I and II of this Agreement shall not prevent the Governments of the Contracting Parties 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.

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<sup>8</sup> See footnote 1, p. 1141.

ARTICLE IV

The United States of America and the United States of Venezuela agree that the notes included in Schedules I and II are hereby given force and effect as integral parts of this Agreement.

ARTICLE V

Articles the growth, produce or manufacture of the United States of America or the United States of Venezuela, 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 or foreign origin.

The provisions of this Article relating to national treatment shall not apply to taxes imposed by the United States of Venezuela on cigarettes, but cigarettes originating in the United States of America shall, after importation into the United States of Venezuela, be exempt from all internal taxes, fees, charges or exactions other or higher than those in effect on the day of the signature of this Agreement.

The provisions of this Article shall not apply to alcoholic beverages.

ARTICLE VI

Articles the growth, produce or manufacture of the United States of America enumerated and described in Schedule I and articles the growth, produce or manufacture of the United States of Venezuela enumerated and described in Schedule II shall be permitted to be imported into the territory of the other country without quantitative restrictions. Nevertheless, should the Government of one of the Contracting Parties find it necessary because of special circumstances to establish a quantitative restriction on any such article, it shall notify the other Government. If agreement between the two Governments regarding the restriction is not reached, such other Government may terminate this Agreement on thirty days' written notice. No quantitative restriction established under this Article by the Government of either of the Contracting Parties shall be applicable for a period of thirty days after the public notice of such restriction to imports the invoices for which have been certified prior to the date of such public notice by a consular officer of the Government establishing the restriction.

ARTICLE VII <sup>9</sup>

In the event the Government of the United States of America or the Government of the United States of Venezuela regulates imports of any article in which the other country has an interest either as regards the total

<sup>9</sup> For proclamations of Dec. 12, 1939, Dec. 28, 1940, and Dec. 26, 1941, relating to allocation of tariff quota on petroleum and fuel oil, see 54 Stat. 2451, 54 Stat. 2456, 55 Stat. 1393; EAS 191, 192, 226.

amount permitted to be imported or as regards the amount permitted to be imported at a special rate of duty, the Government taking such action shall establish in advance, and give public notice 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 or decrease in such amount during the period, and if shares are allocated to countries of export, the share allocated to the other country shall be based upon the proportion of the total imports of such article from all foreign countries supplied by the other country in a previous representative period, 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.

#### ARTICLE VIII

In the event that the Government of the United States of America or the Government of the United States of Venezuela 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.

#### ARTICLE IX

In the event that the Government of the United States of America or the Government of the United States of Venezuela 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 restrictions or delays on the transfer of payment for any imported article the growth, produce or manufacture of the other country, or on the transfer of payments necessary for or incidental to the importation of such article, greater or more onerous than those imposed on the transfer of payment for the importation of any article from any third country.

(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 any article the growth, produce or manufacture of the other country, and with respect to all rules and formalities relative thereto; 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.

In the event that the Government of either country shall make representations concerning the application by the Government of the other country of

the provisions of this Article, the Government of such other country shall give sympathetic consideration to such representations, 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 Agreement in its entirety on thirty days' written notice.

#### ARTICLE X

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 country, any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the United States of Venezuela to any article originating in or destined for any third country shall be granted immediately and unconditionally to the like article originating in or destined for the United States of Venezuela or the United States of America, respectively.

Neither the United States of America nor the United States of Venezuela shall establish or maintain any import or export prohibition or restriction on any article originating in or destined for the territory of the other country which is not applied to the like article originating in or destined for any third country. Any abolition of an import or export prohibition or restriction which may be granted even temporarily by either country in favor of an article originating in or destined for a third country shall be applied immediately and unconditionally to the like article originating in or destined for the territory of the other country.

#### ARTICLE XI

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America and the United States of Venezuela 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 which are open to foreign commerce, except as otherwise specifically provided in laws, regulations, and administrative rulings of the United States of America and the United States of Venezuela.

#### ARTICLE XII

In the event that the rate of exchange between the currencies of the United States of America and the United States of Venezuela varies considerably

from the rate of exchange of the said currencies on the day of the signature of this Agreement, the Government of either Contracting Party, if it considers the change in rate so substantial as to prejudice the industry or commerce of the country, shall be free to propose negotiations for the modification of this Agreement or, upon thirty days' written notice to the Government of the other Contracting Party, to terminate this Agreement in its entirety.

#### ARTICLE XIII

The Government of each of the Contracting Parties shall accord the most favorable treatment permitted by law in regard to penalties applicable in the case of errors in the documentation for importation of articles the growth, produce or manufacture of the other country, when the nature of the infraction leaves no doubt with respect to good faith or when the errors are evidently clerical in origin.

The Government of each of the Contracting Parties shall accord sympathetic consideration to the representations which the Government of the other country may make with respect to the operation of customs regulations and quantitative restrictions on imports, the observance of customs formalities and the application of sanitary laws and regulations for the protection of human, animal or plant life or health. If there should be disagreement with respect to the application of said sanitary laws and regulations there shall be established, upon the request of either of the Contracting Parties, a committee of experts on which both Governments shall be represented. The committee, after considering the matter, shall submit its report to both Governments.

#### ARTICLE XIV

The provisions of this Agreement relating to the treatment to be accorded by the United States of America and the United States of Venezuela, respectively, to the commerce of the other country shall apply, on the part of the United States of America, to the continental territory of the United States of America and such of its territories and possessions as are included in its customs territory. The provisions of this Agreement relating to most-favored-nation treatment shall apply to all territories under the sovereignty or authority of the United States of America, other than the Panama Canal Zone.

#### ARTICLE XV

The provisions of this Agreement do not extend to:

(a) The advantages now accorded or which may hereafter be accorded by the United States of America or the United States of Venezuela to adjacent countries in order to facilitate frontier traffic, or advantages resulting from a customs union to which either the United States of America or the United States of Venezuela may become a party so long as such advantages are not extended to any other country;

(b) 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, irrespective of any change in the political status of any of the territories or possessions of the United States of America.

The Government of the United States of Venezuela reserves the right to apply, with respect to articles imported into the United States of Venezuela from the Antilles not included in the customs territory of the United States of America, the special surtax applicable to such articles under existing Venezuelan law.

#### ARTICLE XVI

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, and without prejudice to the provisions of the second paragraph of Article XIII, 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.

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 nothing in this Agreement shall prevent the adoption or enforcement of measures relating to neutrality.

#### ARTICLE XVII

In the event that the Government of the United States of America or the Government of the United States of Venezuela 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 which has adopted any such measure shall consider such representations and proposals as the other Government may make with a view to effecting a mutually satisfactory adjustment of the matter.

#### ARTICLE XVIII <sup>10</sup>

All differences between the High Contracting Parties relative to the interpretation or execution of this Agreement shall be decided by pacific means recognized in International Law, in conformity with treaties and conventions in force between the Parties.

<sup>10</sup> For an understanding regarding art. XVIII, see exchange of notes, p. 1148.

## ARTICLE XIX

The present Agreement shall be proclaimed by the President of the United States of America and shall be ratified by the Government of the United States of Venezuela in conformity with the laws of the respective countries. It shall enter into full force thirty days after the exchange of the proclamation and the instrument of ratification, which shall take place in the city of Washington as soon as possible, and shall continue in force until December 15, 1942, unless terminated in accordance with the provisions of Articles VI, IX or XII.

Unless at least six months before December 15, 1942, the Government of either country shall have given to the other Government written notice of intention to terminate this Agreement on that date, the Agreement shall remain in force thereafter, subject to the provisions of Articles VI, IX and XII, until six months from such time as the Government of either country shall have given such 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 Caracas, this sixth day of November, nineteen hundred and thirty nine.

For the President of the United States of America:

FRANK P. CORRIGAN [SEAL]

For the President of the United States of Venezuela:

E. GIL BORGES [SEAL]

## EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 44

*Caracas, November 6, 1939*

EXCELLENCY:

I have the honor to inform Your Excellency that it is the understanding of my Government that Article XVIII of the Trade Agreement signed today does not in any manner supplement or modify the provisions of treaties and

conventions in force between the United States of America and the United States of Venezuela.

Accept, Excellency, the renewed assurances of my highest consideration.

FRANK P. CORRIGAN

His Excellency Dr. E. GIL BORGES,  
*Minister for Foreign Affairs,*  
*Caracas, Venezuela.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
 MINISTRY OF FOREIGN RELATIONS  
 Bureau of Economic Policy  
 Economics Section

NO. 5183-E

CARACAS, *November 6, 1939*

MR. AMBASSADOR:

I have the honor to inform Your Excellency that my Government understands that Article XVIII of the Treaty of Commerce signed today in no wise supplements or modifies the provisions of the Treaties and Conventions in effect between the United States of Venezuela and the United States of America.

I avail myself of the occasion to renew to Your Excellency the assurances of my highest consideration.

E. GIL BORGES

His Excellency FRANK P. CORRIGAN,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States of America in Venezuela, City.*

## NAVAL MISSION

*Agreement signed at Washington March 24, 1941*

*Entered into force March 24, 1941*

*Extended by agreements of November 20 and December 9, 1944 (two years),<sup>1</sup> and February 11 and March 24, 1947 (two years)<sup>1</sup>*

*Expired March 24, 1949*

55 Stat. 1235; Executive Agreement Series 203

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND VENEZUELA

In conformity with the request of the Government of Venezuela to the American Ambassador at Caracas, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Naval Mission to Venezuela 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 and Navy of Venezuela and with the officers of the Venezuelan Navy with a view to enhancing the efficiency of the Venezuelan Navy.

*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 Venezuela, 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. Likewise the Government of Venezuela, after the expiration of the same period, may ask for the change of any of the members of the Mission.

*Article 3.* If the Government of Venezuela 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

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<sup>1</sup> Not printed.

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 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 Government of the United States of America in the public interest of the United States of America, without compliance with (a).

*Article 5.* This Agreement is subject to cancelation upon the initiative of either Venezuela or the United States of America in case either Government becomes involved in domestic or foreign hostilities.

## TITLE II

### COMPOSITION AND PERSONNEL

*Article 6.* This Mission shall consist of such personnel of the United States Navy as may be agreed upon by the Ministry of War and Navy of Venezuela through its authorized representative in Washington and by 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 Minister of War and Navy of Venezuela and the Chief of Mission.

*Article 8.* The members of the Mission shall be responsible solely to the Minister of War and Navy of Venezuela through the Chief of Mission.

*Article 9.* Each member of the Mission shall serve on the Mission with the rank he holds in the United States Navy, and wear the uniform thereof, but shall take precedence over all Venezuelan officers of the same rank.

*Article 10.* Each member of the Mission shall be entitled to all the benefits and privileges which the Venezuelan Naval Regulations provide for Venezuelan Naval officers and enlisted personnel of corresponding rank, except as relates to Article 29.

*Article 11.* The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

## TITLE IV

### COMPENSATION AND PERQUISITES

*Article 12.* Members of the Mission shall receive from the Government of Venezuela such net annual compensation expressed in United States currency as may be agreed upon for each individual member between the Governments of the United States of America and Venezuela. 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 Venezuelan national currency and when so made shall be computed at the highest selling exchange rate of the dollar in Caracas on the day on which due. Payments made outside of Venezuela 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 Venezuelan tax, or to tax by any political subdivision of Venezuela, 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 Venezuelan Ministry of War and Navy, in order to comply with the provision stipulated above 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 departure from the United States of America 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 the United States of America and thereafter for the period of any accumulated leave which may be due.

*Article 14.* The compensation due for the period of the return voyage and accumulated leave shall be paid a detached member prior to his departure from Venezuela, 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 15.* Each member of the Mission and his family shall be furnished by the Government of Venezuela with first-class accommodations for travel, via the shortest usually traveled sea route, required and performed under this Agreement, between any port of embarkation in the United States of America and his official residence in Venezuela, both for the outward and for the return voyage. The expenses of shipment of household effects, baggage, and automobile of each member of the Mission between any port of embarkation in the United States of America and his official residence in Venezuela shall also be paid by the Government of Venezuela; this shall include all necessary expenses incident to unloading from the steamer upon arrival in Venezuela and packing and loading on board the steamer upon departure from Venezuela. 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 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 War and Navy of Venezuela, shall not be required under this Agreement, but shall

be determined by negotiations between the United States Navy Department and the authorized representative of the Ministry of War and Navy of Venezuela in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

*Article 16.* The Government of Venezuela shall annually establish a fund not to exceed 25 percent of the aggregate of the annual salaries of the members of the Mission to cover the cost of customs duties for articles imported for the personal use of the members of the Mission and their families. Expenditures from this fund shall be made only on the approval of the Chief of Mission.

*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 Venezuela 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 Venezuela.

*Article 18.* Compensation for transportation and traveling expenses in Venezuela on Venezuelan official business shall be provided by the Government of Venezuela in accordance with Article 10.

*Article 19.* The Chief of Mission shall be furnished by the Venezuelan Government with a suitable automobile, with chauffeur, for his use on official business. Suitable motor transportation, with chauffeur, and when necessary a launch properly equipped, shall on call be made available by the Government of Venezuela for use by the members of the Mission for the conduct of the official business of the Mission.

*Article 20.* The Government of Venezuela 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 Venezuela, the Government of Venezuela 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 Venezuela 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 auto-

mobile shall be provided as prescribed in Article 15. 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 Venezuelan official business, 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 compensation 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 Venezuela shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Venezuelan Navy.

*Article 23.* 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 cancelation of this Agreement or any extension thereof.

*Article 24.* Throughout this Agreement the term "family" shall be construed as meaning 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 cited in the preceding Article may be spent in foreign 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 27.* The Government of Venezuela agrees to grant the leave specified in Article 25 upon receipt of written application approved, with due consideration for the convenience of the Government of Venezuela, by the Chief of Mission.

*Article 28.* 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 29.* The Government of Venezuela will furnish to members of the Mission free medical attention in Venezuelan military and naval hospitals; and shall also establish annually a fund not to exceed 20 percent of the aggregate of the annual salaries of the members of the Mission for their medical attention and that of their families in other than Venezuelan military and naval hospitals when such facilities are used. The Government of Venezuela will not be responsible for charges for services of this character incurred outside of Venezuela. Expenditures from the fund shall be made only at the request of the Chief of Mission. The Government of Venezuela shall not be responsible for any indemnity in case of permanent disability to a member of the Mission.

*Article 30.* 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, Sumner Welles, Acting Secretary of State of the United States of America, and Doctor Diógenes Escalante, Ambassador of the United States of Venezuela at Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this twenty-fourth day of March, 1941.

SUMNER WELLES	[SEAL]
DIÓGENES ESCALANTE	[SEAL]

## LEND-LEASE <sup>1</sup>

*Agreement signed at Washington March 18, 1942*

*Entered into force for the United States March 18, 1942; for Venezuela  
January 15, 1943*

1942 For. Rel. (VI) 739

### WHEREAS:

The President of the United States of America, authorized by the Act of Congress of the United States of America, approved March 11, 1941,<sup>2</sup> as thereafter amended; and

The President of the United States of Venezuela, exercising the special powers which are conferred on the Federal Executive by articles 79 and 212 of the Organic Law of the National Treasury:

Considering that, in accordance with the Lima Declaration of December 24, 1938<sup>3</sup> and Declaration XV approved July 30, 1940<sup>4</sup> at the Second Meeting of the Ministers of Foreign Affairs of the American Republics held at Habana, the two States have a common interest in cooperating in the defense and maintenance of the peace, security and integrity of the American Continent against any act of aggression which is directed or which it is sought to direct against any of the American Republics, and having determined that the defense of each of the American Republics is vital to the defense of all of them,

Have decided to conclude the present Agreement which contains the bases for financial cooperation relative to the acquisition of defense articles and the communication of military defense information;

The undersigned Plenipotentiaries, being duly authorized for that purpose, have agreed as follows:

### ARTICLE I

The Government of the United States of Venezuela shall notify the Government of the United States of America of the nature, amount and quality

<sup>1</sup> Full settlement within basic terms of lend-lease agreement was made on Apr. 27, 1949, and reported in 29th Report on Lend-Lease Operations, p. 2.

<sup>2</sup> 55 Stat. 31.

<sup>3</sup> *Ante*, vol. 3, p. 534.

<sup>4</sup> For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 136.

of the defensive war material which it is desirable to purchase in conformity with its necessities and its possibilities of payment; and the Government of the United States of America shall furnish it, on the conditions set forth in this Agreement, with defense articles and defense information, up to a scheduled cost which shall not exceed a total of \$15,000,000, of which \$12,000,000 shall be for the use of the Venezuelan Army and \$3,000,000 for the use of the Venezuelan Navy. The resulting financial obligations of the Government of the United States of Venezuela shall not draw interest.

## ARTICLE II

The Government of the United States of America reserves the right to suspend, defer or stop deliveries at any time when, 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 of the Western Hemisphere. Every effort will be made to insure that deliveries of defense articles are made in such manner that, on the suspension of any of them, those which may already have been made shall not be incomplete.

## ARTICLE III

A commission of officers from the Army, Navy and Air Corps of Venezuela shall confer with officers authorized by the Government of the United States of America on the nature, quantity, quality and scheduled cost of the defense articles to which the present Agreement refers.

## ARTICLE IV

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 United States of Venezuela a reduction of fifty-five percent in the scheduled cost of the materials that will be delivered in compliance with the stipulations of the present Agreement; and the Government of the United States of Venezuela promises to pay in dollars into the Treasury of the United States of America forty-five percent of the scheduled cost of the materials delivered. The Government of the United States of Venezuela shall not be required to pay:

more than a total of \$1,000,000 before July 1, 1942,  
more than a total of \$2,250,000 before July 1, 1943,  
more than a total of \$3,375,000 before July 1, 1944,  
more than a total of \$4,500,000 before July 1, 1945,  
more than a total of \$5,625,000 before July 1, 1946, or  
more than a total of \$6,750,000 before July 1, 1947.

## ARTICLE V

For the same purposes and under terms to be agreed upon, the Government of the United States of Venezuela shall furnish the Government of the United States of America with such information and material as the High Contracting Parties may consider necessary or advisable for their common defense or the defense of the Continent and which the Government of Venezuela is in a position and finds it possible to supply.

## ARTICLE VI

The information furnished and the material acquired by the Government of the United States of Venezuela may be used only for the defense of the United States of Venezuela or for the purpose of cooperating with the other American Republics in the defense of the peace, security and integrity of them against any aggression which may be directed or which it may be sought to direct against them. The Government of the United States of Venezuela 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 Government of the United States of Venezuela.

Similarly, the Government of the United States of America undertakes that it will not, without the consent of the President of the United States of Venezuela, transfer title to or possession of any defense article or defense information received in accordance with Article V of this Agreement, or permit its use by anyone not an officer, employee, or agent of the Government of the United States of America.

## ARTICLE VII

The Governments of the United States of America and of the United States of Venezuela agree to cooperate for the conclusion of just and equitable agreements in conformity with Resolution XXV on Economic and Financial Cooperation approved at the Second Meeting of the Ministers of Foreign Affairs of the American Republics held at Habana in July 1940 and to cooperate in so far as possible within the limit of the available resources of the Contracting Parties to alleviate the sufferings caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

## ARTICLE VIII

If, as a result of the transfer to the Government of the United States of Venezuela of any defense article or defense information, it is necessary for the Government of the United States of Venezuela 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 United States of Venezuela 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 Government of the United States of America of any defense article or defense information, it is necessary for the Government of 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 United States of Venezuela who has patent rights in and to any such defense article or information, the Government of the United States of America will do so, when so requested by the President of the United States of Venezuela.

#### ARTICLE IX

All differences between the High Contracting Parties relative to the interpretation or execution of this Agreement shall be decided by the pacific means recognized in international law.

#### ARTICLE X

The provisions of this Agreement, in so far as such provisions have relation to the furnishing by the Government of the United States of America to the Government of the United States of Venezuela of defense articles and defense information of a total scheduled cost of not more than \$2,222,222.22, and the payment by the Government of the United States of Venezuela into the Treasury of the United States of America of not more than \$1,000,000.00, shall enter into full force and effect upon the date on which this Agreement is signed, and shall continue in force until a date agreed upon by the two Governments, subject to the provisions of Article II and to all other provisions of this Agreement in so far as they relate to the carrying out of the purposes stated in this paragraph.

The provisions of this Agreement, in so far as such provisions have relation to the furnishing by the Government of the United States of America to the Government of the United States of Venezuela of defense articles and defense information of a total scheduled cost in excess of \$2,222,222.22, and the payment by the Government of the United States of Venezuela into the Treasury of the United States of America of more than \$1,000,000.00, shall enter into force upon the date on which this Agreement is ratified by the Public Powers of the United States of Venezuela in conformity with the constitutional procedures of the United States of Venezuela and shall continue in force from such date until a date agreed upon between the two Governments.

In faith whereof, the respective Plenipotentiaries of the two Governments have signed and sealed this Agreement in the English and Spanish languages in duplicate at Washington, this eighteenth day of March, 1942.

For the United States of America:

SUMNER WELLES [SEAL]

*Acting Secretary of State of the United  
States of America*

For the United States of Venezuela:

DIÓGENES ESCALANTE [SEAL]

*Ambassador Extraordinary and Pleni-  
potentiary of the United States of  
Venezuela at Washington*

## RUBBER PRODUCTION

*Exchange of notes at Caracas October 13, 1942*

*Entered into force October 13, 1942*

*Amended by agreement of September 27, 1944,<sup>1</sup> as extended*

*Extended by agreements of October 11, 1943;<sup>2</sup> October 13, 1944;<sup>3</sup> and  
October 13, 1945<sup>4</sup>*

*Expired October 12, 1946*

58 Stat. 1572; Executive Agreement Series 446

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY OF FOREIGN AFFAIRS  
Office of the Director of  
Economic Policy

No. 8190-E  
Economic Section

CARACAS, *October 13, 1942*

MR. AMBASSADOR:

Authorized by my Government I have the honor to record in this note that, as a result of the conversations between Your Excellency and the undersigned, it has been agreed between the Government of the United States of Venezuela and the Government of the United States of America that:

*First:* The Government of the United States of America, by means of its dependency the Rubber Reserve Company, which hereafter will be called Reserve, agrees in establishing or having established in Venezuela an Agency which henceforth will be called Agency, which will be authorized to co-operate in the development of rubber production in Venezuela, as well as to acquire in the Territory of the Republic all grades of rubber which are produced in Venezuela and rubber products manufactured from national raw material, as long as the rubber produced or the products manufactured

<sup>1</sup> EAS 446, *post*, p. 1186.

<sup>2</sup> 58 Stat. 1581; EAS 446.

<sup>3</sup> 58 Stat. 1582; EAS 446.

<sup>4</sup> Not printed.

with the latter are not essential to the internal needs of the country, in accordance with the stipulations in the present *modus vivendi*. To such an end, the Government of the United States of Venezuela agrees that the Agency will enjoy all the facilities required in the due fulfillment of its functions.

*Second:* The Government of the United States of Venezuela, taking into consideration that the rubber exported through Reserve will go entirely to the United States of America, a country in need of great quantities of the said product for the purposes of Hemispheric defense, agrees to grant the Agency the exclusive right to export, once the requirements of internal national consumption are met, the rubber that is produced in Venezuela and the manufactured rubber existent in the Republic. To this end and in conformity with the dispositions of Article 2 of the Presidential Decree No. 235 dated October 9, 1942, the Federal Executive, through the appropriate Ministry will designate Reserve as the entity which will have the exclusive right to the exportation of rubber. The Government of the United States of Venezuela also binds itself to take adequate measures towards the conservation of rubber so that it may be destined to essential uses of Hemispheric defense or uses indispensable to the maintenance and upkeep of transportation within the country. Furthermore, the Government of the United States of Venezuela will take the necessary measures to prevent the hoarding of rubber or its products.

*Third:* The Government of the United States of America binds itself to have the Reserve Agency buy and, on its part, the Government of the United States of Venezuela binds itself to sell and to cause to be sold to the Agency all the rubber and all the rubber products available in the Territory of the Republic and which are not needed for the use or internal consumption of Venezuela. To this end and in agreement with the stipulations of Article 3 of the aforementioned Executive Decree No. 235 dated October 9, 1942, the Federal Executive, by means of the respective Ministry, will designate the Agency as the entity exclusively authorized to buy the rubber not necessary for internal consumption. The essential needs of Venezuela, as regards raw rubber and reclaimed rubber, including the rubber contained in rubber products, is fixed by the present agreement at a maximum of eight hundred tons annually of washed and dried rubber or its equivalent; but the High Contracting Parties have agreed that this amount may be increased by mutual agreement when it is demonstrated that a larger amount is needed to satisfy the country's requirements.

*Fourth:* The Government of the United States of America and the Government of the United States of Venezuela agree that the purchases of rubber products made by the Reserve Agency, in accordance with the stipulations of this agreement, will be made at the net market prices which were in effect on the first of June, 1942, in the territory of Venezuela. Nevertheless, those prices may be increased through agreements between both Parties in order to make the necessary adjustments to the increase in the price of raw rubber

or of any other material which is required in the manufacture of the products.

*Fifth:* The Government of the United States of America and the Government of the United States of Venezuela agree that the basic price per pound (Kgs. 0.4536) which will be paid by the Reserve Agency in the rubber purchases which it may make in accordance with this agreement for export will be forty-five (45) cents United States Currency, in the Venezuelan ports of Ciudad Bolívar or Caripito, or any other port which may be chosen by mutual agreement, for the equivalent of the quality "Upriver Acre Fine", (washed and dried), and of thirty-three (33) cents, also United States Currency, per pound (Kgs. 0.4536) for the good common quality Castilloa "Scrap", as it is known in New York, with the corresponding differences in the prices for the other types and qualities. It is understood that the basic price, together with the aforementioned differences, will be called "the fixed price". The prices which the Agency will pay in the purchases it makes in other points of the interior of Venezuela will be constituted by "the fixed price", less the cost of transportation expenses from the point where the purchase is made to the aforementioned ports of Ciudad Bolívar and Caripito. It is agreed that the Government of the United States of Venezuela will cause to be established the fixed price for all sales of rubber for domestic consumption or use within the country. The Parties agree that the fixed basic price may be modified or adjusted during the time this agreement is in effect, in order to adapt it to the new conditions or circumstances which may arise. Reserve will pay, also, besides the indicated prices, premiums for its rubber purchases in Venezuela. The said premiums will be paid to the Government of the United States of Venezuela thus: two and one-half (2-1/2) cents, United States Currency, per pound (Kgs. 0.4536) on all the rubber bought which exceeds three hundred tons and does not exceed seven hundred tons in any one year that this agreement is in effect, and five (5) cents, United States Currency, per pound (Kgs. 0.4536) on all rubber bought which exceeds seven hundred tons during any one year that this agreement is in effect. The sum total of these premiums will be paid by Reserve at the National Treasury of Venezuela, through the payment of the corresponding vouchers by the appropriate agency, as the rubber is exported and on each amount exported. On its part, the Government of the United States of Venezuela binds itself to expend an equal amount to the value of the bonuses paid by the Reserve Agency in the immediate development of production and in the betterment of the quality of wild rubber existing in the Territory of the Republic, to which end Reserve may make the adequate suggestions. It has been agreed that Reserve will be able to charge the total of the bonuses to the unexpended balance of the Development Fund which is mentioned in the next clause.

*Sixth:* The Government of the United States of America, by means of Reserve, agrees to establish a Development Fund, of up to five hundred thousand dollars (\$500,000.—) which Reserve will spend, in accord with the Government of the United States of Venezuela and in the amounts which may be

considered requisite or necessary to the purposes of this agreement, in the development and increase of rubber production, as well as in the improvement of the quality of the same existing in Venezuela, in the improvement of the methods employed in its production, in the stimulating of conditions for maximum production and in permanent works and transportation vehicles, so long as they tend to obtain rubber production on a large scale. The Agency may, as long as there are unexpended funds, utilize part of the same in advancing supplies to the rubber workers, it being understood that once these supplies are paid for, the corresponding sums will be credited to the fund to be employed for the purposes already stated. When special circumstances may so advise it, the Agency may utilize also part of these funds in the payment of special premiums to producers when they are considered conducive to the production of rubber on a large scale. The Government of the United States of Venezuela, in accord with the Agency, will appoint a consultant, paid by the same Government, whose functions will consist in indicating to the said Agency the most adequate procedures to secure a maximum yield in rubber production in Venezuela.

*Seventh:* In order to obtain maximum rubber production, the Government of the United States of Venezuela agrees to take adequate measures which tend to assure an equitable participation in the prices paid by the Agency to all the classes of persons who participate in rubber producing operations and to assure, furthermore, that the prices that the said workers pay for the articles which they need for their use and consumption be fair and equitable. To attain this end, the Government of the United States of Venezuela will fix the wages of the workers as well as the prices that the latter will have to pay in their turn for the articles of use and consumption which they may need. The Government of the United States of Venezuela will take steps that the prices fixed by it will be published in all the localities of the producing regions. Reserve will cooperate amply with the Government of the United States of Venezuela in order to attain the objectives already set forth and will consult the Ministry of Labor and Communications of Venezuela for the attainment of said ends. Reserve will also employ any other means which may tend to the improvement of the economic status of the workers in the production of rubber.

*Eighth:* The parties have agreed that the amounts that the Reserve Agency expends on account of the Development Fund in the development of the rubber production, as well as in permanent works, such as roads, docks, living quarters, depots, etc., will remain, at the expiration of this *modus vivendi*, for the benefit of the Venezuelan nation, for which the latter will not be obliged to pay any indemnity whatsoever. Nor does the Government of the United States of Venezuela assume any obligation with respect to the sums which the Reserve Agency may expend in advances to rubber workers or in premiums to the same, as well as in the improvement of the production

methods or betterment of the quality of the rubber. It is also agreed that the movable objects that the Reserve Agency may supply to the centers of production, such as vehicles, boats, machinery, working implements and other such objects, will remain the exclusive property of Reserve and the Agency may reexport them or sell them in the country for its own account.

*Ninth:* In view of the national interest which the present *modus vivendi* represents in the development of rubber production in Venezuela, the Government of the United States of Venezuela agrees to exonerate from import duties all machinery, tools, vehicles, boats, construction materials for works and buildings and other implements which the Reserve Agency may import for the exclusive use of rubber exploitation operations and the development and improvement of its cultivation in Venezuela.

This note and Your Excellency's reply will constitute a *modus vivendi* effective for one year and may be extended by a simple statement of willingness on the part of the Government of the United States of Venezuela, at each annual opportunity, until the thirty-first of December, nineteen hundred and forty-six. Nevertheless, it is understood that, if in view of the constitutional provisions, the Government of the United States of Venezuela reestablishes at any date the guarantees restricted by the aforementioned Executive Decree of October 9, 1942, in such an event the present *modus vivendi* shall be considered legally terminated.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

C. PARRA PÉREZ

His Excellency

FRANK P. CORRIGAN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

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*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
CARACAS, October 13, 1942

No. 1069

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date and, authorized by my Government, to record in this note that as a result of the conversations between Your Excellency and the undersigned,

it has been agreed between the Government of the United States of America and the Government of the United States of Venezuela that:

[For terms of agreement, see numbered paragraphs in Venezuelan note, above.]

Your Excellency's note under reference and this note will constitute a *modus vivendi* effective for one year and may be extended by a simple statement of willingness on the part of the Government of the United States of Venezuela, at each annual opportunity, until the thirty-first of December, nineteen hundred and forty-six. Nevertheless, it is understood that, if in view of the constitutional provisions, the Government of the United States of Venezuela re-establishes at any date the guarantees restricted by the aforementioned Executive Decree of October 9, 1942, in such an event the present *modus vivendi* shall be considered legally terminated.

Please accept, Excellency, the renewed assurances of my highest consideration.

FRANK P. CORRIGAN

His Excellency

Dr. CARACCIOLO PARRA PÉREZ,  
*Minister for Foreign Affairs,*  
*Caracas.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Caracas February 18, 1943*

*Entered into force February 18, 1943*

*Modified and extended by agreements of June 28, 1944;<sup>1</sup> June 30, 1947;<sup>2</sup> March 4 and 9, 1949;<sup>3</sup> September 7 and 30, 1949;<sup>4</sup> March 6 and 15, 1951, as amended;<sup>5</sup> September 24 and October 30, 1951;<sup>6</sup> March 4 and June 5, 1952;<sup>7</sup> and March 21 and April 23, 1955<sup>8</sup>*

*Expired June 30, 1960*

57 Stat. 1126; Executive Agreement Series 348

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

*Caracas, February 18, 1943*

No. 1226

### EXCELLENCY:

Authorized by my Government, I have the honor to record in this note, as a result of the conversations between Your Excellency and the undersigned and between the Minister of Health and Social Assistance and the Representative of the Institute of Inter-American Affairs of Washington, that the following has been agreed between the Government of the United States of America and the Government of the United States of Venezuela:

*First.*—The Government of the United States of Venezuela binds itself to create a special office that will be named “Oficina Cooperativa Interamericana de Salud Pública”, which will serve as intermediary for the cooperation between the Government of Venezuela and the Institute of Inter-American Affairs. The Oficina Cooperativa Interamericana de Salud Pública will function as a dependency of the Ministry of Health and Social Assistance.

<sup>1</sup> EAS 427, *post*, p. 1183.

<sup>2</sup> TIAS 1661, *post*, p. 1204.

<sup>3</sup> TIAS 1974, *post*, p. 1214.

<sup>4</sup> TIAS 2008, *post*, p. 1219.

<sup>5</sup> 2 UST 875, 3 UST 3905; TIAS 2242, 2522.

<sup>6</sup> 2 UST 2560; TIAS 2378.

<sup>7</sup> 3 UST 4411; TIAS 2591.

<sup>8</sup> 6 UST 2949; TIAS 3342.

*Second.*—The Institute of Inter-American Affairs will be represented in Venezuela by a group of public officials to be known as a "Field Party, Institute of Inter-American Affairs in Venezuela". The head of the said group will be the representative of the Institute of Inter-American Affairs.

*Third.*—The Government of Venezuela and the Institute of Inter-American Affairs will agree with regard to the naming of the Director of the "Oficina Cooperativa Interamericana de Salud Pública".

*Fourth.*—The funds necessary for the execution of the work to be accomplished in Venezuela by the "Oficina Cooperativa Interamericana de Salud Pública" shall be provided by the equivalent of a sum not greater than nine hundred fifty thousand American dollars (\$950,000.—) which the Institute of Inter-American Affairs will contribute, by means of the delivery of construction materials, machines, implements, payment of labor, salaries of employees and whatever other supply in kind; and by the contribution of the Government of Venezuela which shall be two bolívares (Bs.2.—) for each dollar that the Institute of Inter-American Affairs invests in this concept.

*Fifth.*—The funds that the Institute of Inter-American Affairs will contribute will be applied exclusively to the intensification of the Anti-Malaria campaign in Venezuela, in conformity with the projects elaborated by the Division of Malariology, provided they are approved by the Ministry of Health and Social Assistance and the Representative in Venezuela of the Institute of Inter-American Affairs.

*Sixth.*—The referred to contribution of the Institute of Inter-American Affairs will be furnished to the Division of Malariology in accordance with the requirements of the work undertaken and agreed to by the Ministry of Health and Social Assistance and the Representative in Venezuela of the Institute of Inter-American Affairs.

*Seventh.*—All contracts or agreements made between the "Oficina Cooperativa Intramericana de Salud Pública" and any other juridical entity or individual or any combination of juridical entities or individuals shall be effected in conformity with the general policy previously agreed upon by the Minister of Health and Social Assistance and the Director of the Oficina Cooperativa Interamericana de Salud Pública.

*Eighth.*—The Representative in Venezuela of the Institute of Inter-American Affairs shall present to the Division of Health and Sanitation of the Institute of Inter-American Affairs, reports on the activities of the Oficina Cooperativa Interamericana de Salud Pública, every time that the Institute of Inter-American Affairs requests it.

*Ninth.*—The accounts and books of the Oficina Cooperativa Interamericana de Salud Pública shall be available at any time for inspection by the competent agency of the Government of Venezuela and by the Institute of Inter-American Affairs.

*Tenth.*—The Oficina Cooperativa Interamericana de Salud Pública, as

a dependency of the Ministry of Health and Social Assistance, will enjoy the rights and privileges that the law accords to like official dependencies, for example and not exclusively, with regard to postal and telegraphic franking privileges, discounts with transportation companies, etc., and in the measure that the aforementioned dependencies enjoy customs exoneration, they will be granted to the Oficina Cooperativa Interamericana de Salud Pública for the importation of merchandise destined for the use of the Oficina, it being understood that the Ministry can previously examine, as is done in the case of the other dependencies, the importation lists formulated.

*Eleventh.*—The salaries and expenses, including travel expenses of members of the "Field Party, Institute of Inter-American Affairs in Venezuela", shall be paid by the Institute of Inter-American Affairs from funds exclusive of those constituting the contributions mentioned in clause Fourth.

*Twelfth.*—All work accomplished in conformity with this Agreement shall pass on to be the property of the Government of Venezuela.

*Thirteenth.*—No work shall be undertaken which will require materials the acquisition of which may obstruct any effort of continental defense, for war emergencies.

This note and Your Excellency's reply in the same terms, will constitute an agreement with regard to the contents of the preceding clauses.

Please accept, Excellency, the renewed assurances of my highest consideration.

FRANK P. CORRIGAN

His Excellency

Dr. CARACCILO PARRA PÉREZ,  
*Minister for Foreign Affairs,*  
*Caracas.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY OF FOREIGN AFFAIRS  
POLITICAL BUREAU  
Section of Inter-American Affairs

No. 472

CARACAS, February 18, 1943

MR. AMBASSADOR:

Authorized by my Government, I have the honor to record in this note, as a result of the conversations between Your Excellency and the undersigned and between the Minister of Health and Social Assistance and the Representative of the Institute of Inter-American Affairs of Washington, that

the following has been agreed between the Government of the United States of Venezuela and the Government of the United States of America:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

C. PARRA PÉREZ

His Excellency FRANK P. CORRIGAN,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

## FOODSTUFFS PRODUCTION

*Exchange of notes at Caracas May 14, 1943*

*Entered into force May 14, 1943*

*Amended by agreement of May 14, 1945<sup>1</sup>*

*Extended by agreements of May 13, 1944,<sup>2</sup> and May 14, 1945<sup>1</sup>*

*Expired May 14, 1946*

57 Stat. 1031; Executive Agreement Series 333

*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Caracas, May 14, 1943*

No. 1321

### EXCELLENCY:

Authorized by my Government I have the honor to confirm in this note that as a result of the conversations between Your Excellency and the Minister of Agriculture and Animal Husbandry of the United States of Venezuela on the one hand and this Embassy on the other, regarding the best way of organizing the development of foodstuffs production in Venezuela, and, consequently, of increasing the commercial and economic relations between the two countries, it has been agreed between the Government of the United States of America and the Government of the United States of Venezuela to execute a plan in accordance with the following clauses:

### FIRST

The Government of the United States of Venezuela binds itself to create a special Office in the Technical Institute of Immigration and Colonization. The said Office which shall be denominated SERVICIO COOPERATIVO INTER-AMERICANO DE PRODUCCION DE ALIMENTOS (Inter-American Cooperative Food Production Service), and hereinafter will be referred to as S.C.I.P.A., will be under the direct supervision of the Ministry of Agriculture and Animal Husbandry. The S.C.I.P.A. shall be responsible for the execution of the food production plan to be formulated by the Ministry of Agriculture and

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<sup>1</sup> *Post*, p. 1194.

<sup>2</sup> Not printed.

Animal Husbandry in collaboration with the Food Production Mission to be sent to Venezuela by the Institute of Inter-American Affairs of the United States of America.

#### SECOND<sup>3</sup>

The essential objective of the S.C.I.P.A. shall be the increased production in Venezuela of foodstuffs of vegetable and animal origin of primary necessity, and its activities shall include the following:

- a) Technical assistance for the improvement of the quality of the production of foodstuffs of animal and vegetable origin;
- b) Provision of means, tools, equipment, insecticides and other necessary items for the increase of production of foodstuffs of animal and vegetable origin;
- c) Amplification of the resources at the disposal of the Government of Venezuela for the development of production of foodstuffs of animal and vegetable origin, in order efficiently and harmoniously to adapt that production to modern agricultural techniques employed in Venezuela and in the United States;
- d) Development of plans, technical assistance and the execution of irrigation, drainage and soil conservation works;
- e) Collaboration in the solution of problems of handling, storage, conservation and distribution of foodstuffs;
- f) Technical and financial assistance for agricultural colonization; and
- g) Improvement in the nutrition of the inhabitants of the areas where the production plan is to be especially developed.

#### THIRD

The Institute of Inter-American Affairs of the United States of America shall appoint a Food Production Mission in order to lend its collaboration to S.C.I.P.A. in the development of the production plan referred to. The said Mission shall be under the direction of an expert who shall have the title of Chief of the Food Production Mission in Venezuela. This Chief Official shall be the representative of the Division of Food Production of the Institute of Inter-American Affairs in Venezuela.

#### FOURTH

The S.C.I.P.A. will be a dependency of the Technical Institute of Immigration and Colonization and the Chief of the Food Production Mission in Venezuela shall be the Technical Director of the S.C.I.P.A.

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<sup>3</sup> For an amendment of the second clause, see agreement of May 14, 1945, *post*, p. 1194.

## FIFTH

The S.C.I.P.A. shall have its domicile in the city of Caracas, capital of the United States of Venezuela.

SIXTH <sup>4</sup>

The necessary funds for the operation of the S.C.I.P.A. shall be provided within a period of one year through payments up to five hundred thousand dollars (\$500,000) on the part of the Government of the United States of America, and payments up to one million five hundred thirty thousand bolivares (Bs.1,530,000) on the part of the Government of the United States of Venezuela. The Government of the United States of America will also furnish additional sums up to five hundred thousand dollars (\$500,000) provided of course that this *modus vivendi* is extended for another year and that the Congress of the United States of Venezuela opportunely includes allotments in the General Revenue and Public Expenditures Budget permitting expenditure of an additional sum up to one million five hundred thirty thousand bolivares (Bs. 1,530,000) for the same purpose previously stated.

## SEVENTH

The funds to be contributed by the Government of the United States of America shall be transferred to the S.C.I.P.A. as required by the progress of the work performed and according to agreement between the Minister of Agriculture and Animal Husbandry, the Director of the Technical Institute of Immigration and Colonization and the Chief of the Food Production Mission in Venezuela. The funds to be supplied on its part by the Government of the United States of Venezuela shall be transferred to the S.C.I.P.A. in proportion to the amounts provided by the Government of the United States of America, at the rate of three bolivares six centimes (Bs.3,06) per dollar.

## EIGHTH

The contributions determined in clause six of this *modus vivendi*, after deducting cost of equipment, machinery and other effects supplied by both governments, shall be deposited in the Banco Agrícola y Pecuário, to the order of the Technical Institute of Immigration and Colonization, in the form of a special current account in the name of the S.C.I.P.A., which shall utilize them in the execution of the cited foodstuffs production plan. The mentioned account current must be used by means of checks jointly signed by the Director of the Technical Institute of Immigration and Colonization and by the Technical Director of the S.C.I.P.A., who shall comply strictly with the instructions or rules formulated to this effect in agreement with the Minister of Agriculture and Animal Husbandry.

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<sup>4</sup> For an amendment of the sixth clause, see agreement of May 14, 1945, *post*, p. 1195.

## NINTH

The sum of five hundred thousand dollars (\$500,000) referred to in clause six of this *modus vivendi*, which must be integrally invested in the production of foodstuffs of primary necessity in Venezuela, shall constitute the total contribution of the Government of the United States of America, unless the conditions stipulated in said clause six are fulfilled, in which case the said total contribution shall be one million dollars (\$1,000,000). The sum of one million five hundred thirty thousand bolivares (Bs.1,530,000) also mentioned in said clause six, shall constitute the total contribution of the Government of the United States of Venezuela, unless the latter decides to prolong the duration of this *modus vivendi* for another year and include in the General Budget of Revenue and Public Expenditures allotments to allow the expenditure of an additional one million five hundred thirty thousand bolivares (Bs.1,530,000) in which case its total contribution would be three million sixty thousand bolivares (Bs.3,060,000).

## TENTH

The salaries and other expenses of the members of the Food Production Mission in Venezuela, including travel expenses, shall be paid by the Institute of Inter-American Affairs from funds not assigned to the S.C.I.P.A.

## ELEVENTH

All construction work which is to be carried out in accordance with this *modus vivendi*, shall, upon termination of the latter, become the property of Venezuela. No work whatsoever shall be undertaken which will require materials or personnel indispensable to the prosecution of any phase of the war effort.

TWELFTH <sup>5</sup>

The work to be undertaken by the S.C.I.P.A. in the execution of the foodstuffs production plan shall be determined through mutual agreement between the Minister of Agriculture and Animal Husbandry or his representative and the Technical Director of the said Service.

## THIRTEENTH

Any contract or agreement to be made by the S.C.I.P.A. with other entities or persons for the execution of the foodstuffs production plan must be previously discussed and agreed upon by the Minister of Agriculture and Animal Husbandry or his representative and the Technical Director of the S.C.I.P.A.

## FOURTEENTH

The Director of the Technical Institute of Immigration and Colonization, with the previous approval of the Minister of Agriculture and Animal Husbandry and the Technical Director of the S.C.I.P.A. shall appoint the

<sup>5</sup> For an amendment of the twelfth clause, see agreement of May 14, 1945, *post*, p. 1195.

subordinate personnel required for the full execution of the foodstuffs production plan, and likewise discharge said personnel, and determine their salaries and obligations in agreement with the Minister of Agriculture and Animal Husbandry and the Technical Director of the S.C.I.P.A.

## FIFTEENTH

The accounts and files of the S.C.I.P.A. may be examined at any time by the persons designated for this purpose by the Minister of Agriculture and Animal Husbandry or the Chief of the Food Production Mission in Venezuela, to whom the S.C.I.P.A. shall make available, moreover, all of the information they may request.

## SIXTEENTH

In view of the national interest involved in the intensification and development of the production of foodstuffs of primary necessity referred to in this *modus vivendi*, the Government of the United States of Venezuela agrees to exonerate from import duties the machinery, tools, vehicles, materials for the construction of buildings, repairs and other work required for the thorough execution of the plan of production of foodstuffs of primary necessity.

This note and Your Excellency's corresponding reply will constitute a *modus vivendi* for the duration of one year, and it may be extended for one year more by the simple statement of willingness of the Government of the United States of Venezuela.

Please accept, Excellency, the renewed assurance of my highest consideration.

JOSEPH FLACK  
*Chargé d'Affaires ad interim*

His Excellency

DR. CARACCIOLO PARRA PÉREZ,  
*Minister for Foreign Affairs,*  
*Caracas.*

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*The Minister of Foreign Affairs to the American Chargé d'Affaires  
ad interim*

[TRANSLATION]

OFFICE OF THE DIRECTOR OF  
ECONOMIC POLICY

No. 02508-E.  
Economics Section

CARACAS, May 14, 1943

MR. CHARGÉ D'AFFAIRES:

Authorized by my Government I have the honor to confirm in this note that as a result of the conversations between your Honorable Embassy on the one

hand and the Minister of Agriculture and Animal Husbandry of the United States of Venezuela and the undersigned on the other, regarding the best way of organizing the development of foodstuffs production in Venezuela, and, consequently, of increasing the commercial and economic relations between the two countries, it has been agreed between the Government of the United States of Venezuela and the Government of the United States of America to execute a plan in accordance with the following clauses:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

This note and Your Excellency's corresponding reply will constitute a *modus vivendi* for the duration of one year, and it may be extended for one year more by the simple statement of willingness of the Government of the United States of Venezuela.

I avail myself of this opportunity to renew to you, Sir, the assurances of my distinguished consideration.

C. PARRA PÉREZ

The Honorable JOSEPH FLACK,  
*Chargé d'Affaires ad interim*  
*of the United States of America,*  
*City.*

## MILITARY AVIATION MISSION

*Agreement signed at Washington January 13, 1944*

*Entered into force January 13, 1944*

*Extended by agreement of December 23, 1947 and January 30, 1948*<sup>1</sup>

*Expired January 13, 1950*

58 Stat. 1225; Executive Agreement Series 398

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA

In conformity with the request of the Government of the Republic of Venezuela 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 Venezuela under the conditions specified below:

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of War and Marine of the Republic of Venezuela and with the personnel of the Venezuelan Army with a view to enhancing the efficiency of the Venezuelan Army.

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 Venezuela, 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 Venezuela 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

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<sup>1</sup> Not printed.

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 Venezuela 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 personnel of the United States Army Air Corps as may be agreed upon by the Minister of War and Marine of the Republic of Venezuela through its authorized representative in Washington and by the War 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 Minister of War and Marine of the Republic of Venezuela and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Minister of War and Marine of the Republic of Venezuela, 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 Corps and shall wear the uniform of his rank in the United States Army Air Corps but shall have precedence over all Venezuelan 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 Venezuelan Army provide for Venezuelan 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 Corps.

## TITLE IV

### *Compensation and Perquisites*

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Venezuela 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 Venezuela 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 Venezuela 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 and Marine of the Republic of Venezuela in order to comply with the provision of this Article 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 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 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 Venezuela, 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 15. Each member of the Mission and his family shall be furnished by the Government of the Republic of Venezuela 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 Venezuela, both for the outward and for the return voyage. The Government of the Republic of Venezuela 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 Venezuela as well as all expenses incidental to the transportation of such household effects, baggage and automobile from the Republic of Venezuela 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 War and Marine of the Republic of Venezuela, 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 Minister of War and Marine of the Republic of Venezuela 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 Venezuela shall annually establish a fund not to exceed 25 percent of the aggregate of the annual salaries of the members of the Mission to cover the cost of customs duties for articles imported for the personal use of the members of the Mission and their families. Expenditures from this fund shall be made only on the approval of the Chief of Mission.

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 or because of breaches of discipline that have been committed, before the completion of two years of service, the Government of the Republic of Venezuela shall not be obligated to pay the cost of the return to the United States of America of such member, his family, household effects, baggage and automobile.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Venezuela on official business of the Government of the Republic of Venezuela shall be provided by the Government of the Republic of Venezuela in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the Republic of Venezuela 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 Venezuela 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 Venezuela 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 Venezuela, the Government of the Republic of Venezuela 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 Venezuela 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 15. 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 Venezuela, 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 Venezuela shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Venezuelan Army except by mutual agreement between the Government of the United States of America and the Government of the Republic of Venezuela.

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 Venezuela, 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 27. The Government of the Republic of Venezuela 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 Venezuela.

ARTICLE 28. 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 29. The Government of the Republic of Venezuela shall provide for the members of the Mission free medical attention in the Venezuelan

military and naval hospitals, and it shall also establish annually a fund which shall not exceed twenty percent (20%) of the total amount of the annual salaries of the members of the Mission for their medical attention and that of their families when, with the approval of the Ministry of War and Navy, hospitals are utilized that are not military or naval hospitals of the Republic of Venezuela. If the member of the Mission who is hospitalized is an officer or a member of his family, the officer concerned shall pay for his subsistence, but if it is a member of the subordinate personnel the Government of the Republic of Venezuela shall pay for his subsistence. The Government of the Republic of Venezuela will not be responsible for charges for services of this character incurred outside of the Republic of Venezuela. The expenditures from this fund shall be made only at the request of the Chief of the Mission. The Government of the Republic of Venezuela shall not be responsible for indemnifications for professional risks.

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, Cordell Hull, Secretary of State of the United States of America, and Diógenes Escalante, Ambassador Extraordinary and Plenipotentiary of the Republic of Venezuela in Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, in Washington, this thirteenth day of January, one thousand nine hundred forty-four.

CORDELL HULL [SEAL]  
For the United States of America

DIÓGENES ESCALANTE [SEAL]  
For the Republic of Venezuela

# HEALTH AND SANITATION PROGRAM

*Exchange of notes at Caracas June 28, 1944, modifying and extending  
agreement of February 18, 1943*

*Entered into force July 1, 1944*

*Program expired June 30, 1960*

58 Stat. 1446; Executive Agreement Series 427

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Caracas, June 28, 1944*

No. 1777

## EXCELLENCY:

Authorized by my Government, I have the honor to confirm in this note, as a result of the conversations between Your Excellency and the undersigned and between the Minister of Health and Social Assistance and the Vice President of the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs in the United States of America, that it has been agreed between the Governments of the United States of America and of the United States of Venezuela to extend for a period of thirty months, counting from July 1 next, the cooperative program of health and sanitation which is actually being carried out by the Oficina Cooperativa Interamericana de Salud Pública, in conformity with the stipulations of the notes exchanged between Your Excellency and the undersigned on February 18, 1943.<sup>1</sup> The said extension shall be effected subject to the following stipulations:

FIRST. The funds furnished in accordance with the present agreement shall be invested in projects for the control of malaria and in any others, that, by mutual agreement, may be decided upon by the Minister of Health and Social Assistance or his representative and the Chief of the Field Party of the Institute of Inter-American Affairs in Venezuela or his representative.

SECOND. For the purposes of this extension, the Government of Venezuela shall contribute, at the times herein set forth, the equivalent in bolivars of five hundred thousand dollars (\$500,000):

During the period from the 1st of July 1944 to June 30, 1945 . . . . .	\$150,000
During the period from the 1st of July 1945 to June 30, 1946 . . . . .	200,000
During the period from the 1st of July 1946 to December 31, 1946 . . . . .	150,000

THIRD. The Institute of Inter-American Affairs, in turn, shall contribute for the same purposes to the Oficina Cooperativa Interamericana de Salud Pública at the times herein set forth and in accordance with the exigencies of

<sup>1</sup> EAS 348, *ante*, p. 1167.

the work undertaken, the equivalent in bolivars of five hundred thousand American dollars (\$500,000), through the delivery of construction materials, machinery, tools, labor wages, salaries of employees and any other supply in kind:

During the period from the 1st of July 1944 to June 30, 1945 . . . . .	\$250,000
During the period from the 1st of July 1945 to June 30, 1946 . . . . .	175,000
During the period from the 1st of July 1946 to December 31, 1946 . . . . .	75,000

FOURTH. Any unexpended sum remaining at the expiration of the time agreed upon, both from the allotments covered by the original agreement and those contributed by reason of its extension, shall likewise be invested in the execution of the cooperative program of health and sanitation under conditions which, by mutual agreement, may be decided upon by the Minister of Health and Social Assistance or his representative, and the Chief of the Field Party of the Institute of Inter-American Affairs in Venezuela, or his representative.

FIFTH. The conditions and arrangements contained in the original agreement entered into by an exchange of notes between Your Excellency and the undersigned, on February 18, 1943, and between the Ministry of Health and Social Assistance and the Institute of Inter-American Affairs, on the 12th of the said month and year, shall continue in force and shall be applied to the execution of its extension until its termination on December 31, 1946.

This note and the reply of Your Excellency in the same terms shall constitute an agreement covering the contents of the preceding clauses.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

FRANK P. CORRIGAN

His Excellency

Dr. CARACCILO PARRA-PÉREZ,  
*Minister for Foreign Affairs,*  
*Caracas.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY FOR FOREIGN AFFAIRS  
Office of the Director of International Policy  
Section of Inter-American Affairs

No. 1.776

CARACAS, June 28, 1944

MR. AMBASSADOR:

Authorized by my Government, I have the honor to confirm in this note, as a result of the conversations between Your Excellency and the undersigned

and between the Minister of Health and Social Assistance and the Vice President of the Institute of Inter-American Affairs of the Office of the Coordinator of Inter-American Affairs in the United States of America, that it has been agreed between the Governments of Venezuela and the United States of America to extend for a period of thirty months, counting from July 1 next, the cooperative program of health and sanitation which is now being carried out by the Oficina Cooperativa Interamericana de Salud Pública, in conformity with the stipulations of the notes exchanged between Your Excellency and the undersigned on February 18, 1943. The said extension shall be effected subject to the following stipulations:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

This note and the reply of Your Excellency in the same terms shall constitute an agreement covering the contents of the preceding clauses.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

C. PARRA PÉREZ

His Excellency

FRANK P. CORRIGAN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

## RUBBER PRODUCTION

*Exchange of notes at Caracas September 27, 1944, amending agreement of October 13, 1942, as extended*

*Entered into force September 27, 1944*

*Extended to March 31, 1946, by agreement of March 31, 1945,<sup>1</sup> and to May 31, 1946, by agreement of March 29, 1946<sup>1</sup>*

58 Stat. 1584; Executive Agreement Series 446

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*CARACAS, September 27, 1944*

No. 1571

### EXCELLENCY:

I have the honor to record in this note that as a result of the conversations between Your Excellency and the undersigned, it has been agreed between the Government of the United States of America and the Government of the United States of Venezuela that:

*First:* The Government of the United States of America, by means of its dependency, the Rubber Development Corporation (successor to Rubber Reserve Company), which hereinafter shall be called "Development", agrees to pay, or cause to be paid, a net premium of  $33\frac{1}{3}\%$  over "the fixed price" as set forth in the exchange of notes between Your Excellency and the undersigned under date of October 13, 1942,<sup>2</sup> which exchange of notes established "the fixed price" at 45 cents (U. S. Cy.) per pound (Kgs. 0.4536), in the Venezuelan ports of Ciudad Bolivar and Caripito or any other Venezuelan port which may be chosen by mutual agreement for the equivalent of the quality "Upriver Acre Fine" (washed and dried), and of 33 cents (U. S. Cy.) per pound (Kgs. 0.4536) for the good common quality castilloa "scrap", as it is known in New York, with corresponding differences in price for other types and qualities, said premium to be payable upon rubber which is available for quality inspection or has been inspected by Development at an agreed shipping port and which has been tendered to Development for

<sup>1</sup> Not printed.

<sup>2</sup> EAS 446, *ante*, p. 1161.

purchase during the period beginning with the date of your acceptance of the proposal herein contained and ending March 31, 1945; it being understood that all rubber tendered thereafter to Development shall be purchased in accordance with Article Fifth of the aforesaid exchange of notes without the payment of the above-mentioned premium, unless our respective governments shall have agreed in writing to a continuance of the premium thereafter. It is expressly understood and agreed that after making appropriate allowances for differences in grades and quality "the fixed price" as applied to weak fine smoked ball on the basis of delivered weights at San Fernando de Atabapo and other established stations in Federal Territorio Amazonas shall be 35 cents (U. S. Cy.) per pound (Kgs. 0.4536).

*Second:* In view of the fact that the aforesaid premium is being paid in order (a) to offset increased wages, living costs and other items affecting the cost of rubber production; and (b) to provide a stimulus to maximum production, it is understood and agreed that Development shall discontinue at the earliest practicable date all supplemental payments such as food and recruiting bonuses or other contributions heretofore made by it. However, Development shall continue to furnish, during the period of the premium payment herein provided for, facilities for transporting rubber on the Orinoco River to Sanariapo and Morganito. It is understood that the Venezuelan Government, during the period of the premium payment herein provided for, shall pay an incentive premium of 10 cents (U. S. Cy.) per pound (Kgs. 0.4536) for all rubber produced in Venezuela and in order to offset the high cost of production in Federal Territorio Amazonas shall pay an additional production premium of 19.61 cents (U. S. Cy.) per pound (Kgs. 0.4536) for rubber produced within the boundaries of said territory. It is further understood that the resultant total of price and premiums for smoked ball weak fine rubber produced in Federal Territorio Amazonas amounting to 76.28 cents (U. S. Cy.) per pound shall be distributed in accordance with the following schedule to be established by the Venezuelan Government.

Major Contractors . . . . .	4.08 cents (U. S. Cy.) per pound (Kgs. 0.4536)
Sub-Contractors . . . . .	13.62 cents (U. S. Cy.) per pound (Kgs. 0.4536)
Producers . . . . .	58.58 cents (U. S. Cy.) per pound (Kgs. 0.4536)

The above schedule of distribution shall be applied in like proportion with respect to the corresponding differences in price for other types and qualities of rubber produced in said territory.

*Third:* The Government of the United States of Venezuela shall cooperate with Development in the following respects:

1. Restrict the use of tires, tubes, and other finished rubber products for essential purposes only, with the ultimate objective of reducing to the greatest extent practicable the quota of rubber allocated to the United States of Venezuela for domestic consumption.

2. Encourage the use in the United States of Venezuela of synthetic and reclaimed rubber to the greatest extent practicable.

3. Announce publicly the establishment of the new prices, including establishing the schedule of prices to be paid at interior points. In addition, such schedule of new prices shall be published in appropriate newspapers, and appropriate circulars (to be supplied by Development) shall be distributed in the rubber producing areas.

4. Establish or cause to be established "the fixed price", plus the net premium payable hereunder by Development, plus the bonuses payable by the Venezuelan Government to the contractors and tappers as the price for all purchases and sales of rubber for domestic consumption or use within the United States of Venezuela.

It is understood that this note, together with Your Excellency's reply in the same terms, shall constitute a binding agreement between the Government of the United States of America and the Government of the United States of Venezuela.

Please accept, Excellency, the renewed assurance of my highest consideration.

FRANK P. CORRIGAN

His Excellency

Dr. CARACCILO PARRA-PÉREZ,  
*Minister for Foreign Affairs,*  
*Caracas.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY OF FOREIGN AFFAIRS  
Office of the Director of  
Economic Policy

No. 02622 E.  
Economic Section

CARACAS, *September 27, 1944*

MR. AMBASSADOR:

I have the honor to record in this note that as a result of the conversations held between Your Excellency and the undersigned, it has been agreed upon between the Government of the United States of Venezuela and the Government of the United States of America that:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

It is understood that this note and Your Excellency's reply in the same terms shall constitute a binding agreement between the Government of the

United States of Venezuela and the Government of the United States of America.

Please accept, Excellency, the assurances of my highest consideration.

C. PARRA PÉREZ

His Excellency

FRANK P. CORRIGAN,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

## MILITARY SERVICE

*Exchange of notes at Washington May 10 and 11, 1945*

*Entered into force May 11, 1945*

*Terminated March 31, 1947*<sup>1</sup>

59 Stat. 1602; Executive Agreement Series 476

*The Acting Secretary of State to the Venezuelan Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*May 10, 1945*

### EXCELLENCY:

I have the honor to refer to conversations which have taken place between officers of the Venezuelan Embassy and of the Department of State with respect to the application of the United States Selective Training and Service Act of 1940,<sup>2</sup> as amended, to Venezuelan nationals 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 between the ages of eighteen and sixty-five residing in the United States 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 is desirable to permit certain nationals of cobelligerent countries 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 their own 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

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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.

through administrative action, thus obviating the delays incident to the signing and ratification of conventions.

This Government has, therefore, initiated a procedure permitting aliens who have registered under the Selective Training and Service Act of 1940, as amended, who are nationals of certain cobelligerent 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. This Government is also affording to such nationals, who may already be serving in the armed forces of the United States, an opportunity of electing to transfer to the armed forces of their own country. The details of the procedure are arranged directly between the War Department and the Selective Service System on the part of the United States Government and the appropriate authorities of the cobelligerent government concerned. It should be understood, however, that in all cases a person exercising an option under the procedure must actually be accepted by the military authorities of the country of his allegiance before his departure from the United States.

Before the above-mentioned procedure is made effective with respect to a cobelligerent 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 his or 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 im-

mediately with respect to Venezuela 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, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

JULIUS C. HOLMES

His Excellency

Señor Dr. Don DIÓGENES ESCALANTE,  
*Ambassador of Venezuela.*

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*The Venezuelan Ambassador to the Acting Secretary of State*

[TRANSLATION]

EMBASSY OF VENEZUELA

WASHINGTON

May 11, 1945

No. 1434

YOUR EXCELLENCY:

I have the honor to inform Your Excellency that I have received instructions from my Government to accept the administrative arrangement regarding the application of the United States 1940 Selective Training and Service Act to Venezuelan citizens in this country, an arrangement proposed in the note addressed to me by Your Excellency on the 10th of the current month.

The Government of Venezuela agrees, on reciprocal terms, to the option proposed on behalf of the Venezuelan citizens who have registered under the said Act, or who have already entered the service of the United States Army, to apply for transfer to the Venezuelan Army. In this respect, my Government likewise accepts the guarantees indicated in paragraphs a), b), and c) of the aforementioned note.

I deem opportune to point out that, in keeping with the compulsory Military Service Law of Venezuela, Venezuelan citizens abroad who have attained the corresponding age are obliged to register in the respective consular offices of the Republic, in order to serve in the armed forces of Venezuela, and that failure to comply with this obligation involves, without further process, the corresponding penal sanction.

My Government hopes that compliance with this legal obligation by a Venezuelan citizen will not be interpreted as an infraction of the guarantee stipulated in paragraph a) of the note I am now answering, since it applies no *ad hoc* pressure on any single individual.

The Venezuelan Government is ready to enforce at once the agreement in question, and to go over the details for its application with the authorities of the United States Government.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

DIÓGENES ESCALANTE

His Excellency JOSEPH C. GREW,  
*Acting Secretary of State,*  
*Washington, D.C.*

## FOODSTUFFS PRODUCTION

*Exchange of notes at Caracas May 14, 1945, amending and extending  
agreement of May 14, 1943, as extended*

*Entered into force May 14, 1945*

*Expired May 14, 1946*

Department of State files

*The American Chargé d'Affaires ad interim to the Acting Minister  
of Foreign Affairs*

No. 2077

CARACAS, May 14, 1945

### EXCELLENCY:

Authorized by my Government I have the honor to confirm in this note that as a result of the conversations between His Excellency the Minister of Agriculture and Animal Husbandry and the Vice-President of the Institute of Inter-American Affairs, Colonel Harold B. Gotaas, it has been agreed between the Government of the United States of America and the Government of the United States of Venezuela to extend, for one year more, from this date, the Agreement for the Development of the Production of Foodstuffs concluded between our two countries on May 14, 1943.<sup>1</sup> The said extension will be accomplished with the following changes in the text of the said agreement:

*1st.* Clauses second and twelfth are suppressed.

*2nd.* A new clause will be added replacing the second clause of which the following is the text:

"SECOND: The essential objective of the S.C.I.P.A. shall be the realization of a cooperative program of agricultural development in Venezuela. Its program for this end shall be accomplished by means of projects intended to increase or improve the growing or breeding, development, conservation, distribution or consumption of foodstuffs of vegetable or animal origin of primary necessity as well as to improve agricultural conditions or home eco-

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<sup>1</sup> EAS 333, *ante*, p. 1171.

nomics. The kind of work, the specific projects to be undertaken and the allocation of funds therefor, shall be agreed upon in writing between the Minister of Agriculture and Animal Husbandry and the Chief of the Food Production Mission in his capacity as representative of The Institute of Inter-American Affairs. The Technical Director of S.C.I.P.A. shall be responsible for the execution of the projects and he shall carry them out in accordance with the respective project agreements, the provisions of the *modus vivendi* and the general policies and procedures which, within the letter and spirit thereof have been or may be agreed upon between the Minister of Agriculture and Animal Husbandry and the Chief of the Food Production Mission.”

3rd. Clause sixth is replaced by another the text of which follows:

“SIXTH. In view of the fact that the funds which were allocated by the Government of the United States of Venezuela and the Government of the United States of America, in accordance with the provisions of Clause SIX of the Agreement entered into by both countries on May 14, 1943, renewed for one year on May 13, 1944, have not been totally expended by the S.C.I.P.A., it is understood that the unexpended balance of said funds shall continue to be administered in accordance with the present *modus vivendi* in order to complete the projects already in execution and in order to develop such new projects as may be agreed upon during this extension, by the Ministry of Agriculture and Animal Husbandry and the Chief of the Food Mission. In view of the special nature of S.C.I.P.A. it shall withhold any revenues that may be forthcoming from its activities and which are separate from those contributed by both Governments and it shall invest them and administer them for the same purposes and in the same manner as the latter funds.”

4th. A new clause is included to replace clause twelve, the text of which follows:

“TWELFTH. All functions, duties, rights, and powers of the Chief of the Food Production Mission and of the Technical Director of S.C.I.P.A. may be delegated to representatives.”

The present extension shall be valid to May 14, 1946, but in case our two governments deem it convenient to continue its provisions for another period of one year, from that date, the conversations regarding the determination of a basis and conditions in conformity with which the new extension will be agreed upon, shall be initiated by the Ministry of Agriculture and Animal

Husbandry and the official authorized for the purpose by the Institute of Inter-American Affairs, sufficiently in advance to the end that the exchange of the respective notes may be made opportunely.

Please accept, Excellency, the renewed assurances of my highest consideration.

JOSEPH FLACK  
*Chargé d'Affaires ad interim*

His Excellency

Dr. ROBERTO PICÓN LARES,  
*Acting Minister for Foreign Affairs,*  
*Caracas.*

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*The Acting Minister of Foreign Affairs to the American*  
*Chargé d'Affaires ad interim*

[TRANSLATION]

DIRECTOR OF POLITICAL ECONOMY

No. 1254-E  
Economics Section

CARACAS, May 14, 1945

MR. CHARGÉ D'AFFAIRES:

Authorized by my Government I have the honor to confirm in this note that as a result of the conversations between His Excellency the Minister of Agriculture and Animal Husbandry and the Executive Vice President of the Institute of Inter-American Affairs, Colonel Harold B. Gotaas, it has been agreed between the Government of the United States of Venezuela and the Government of the United States of America to extend, for one year more, from this date, the Agreement for the Development of the Production of Foodstuffs concluded between our two countries on May 14, 1943. The said extension will be accomplished with the following changes in the text of the said agreement:

[For text of amendments, see numbered paragraphs in U.S. note, above.]

The present extension shall be valid to May 14, 1946, but in case our two Governments deem it convenient to continue its provisions for another period of one year from that date, the conversations regarding the determination of the bases and conditions in conformity with which the new extension will be agreed upon shall be initiated by the Ministry of Agriculture and Animal Husbandry and the official authorized for the purpose by the Institute of

Inter-American Affairs sufficiently in advance, to the end that the exchange of notes relative thereto may be made opportunely.

I beg you, Sir, to accept the assurances of my high consideration and esteem.

ROBERTO PICÓN LARES

The Honorable

JOSEPH FLACK,

*Chargé d'Affaires ad interim*

*of the United States of America,*

*City.*

## MILITARY MISSION

*Agreement signed at Washington June 3, 1946*

*Entered into force June 3, 1946*

*Extended by agreement of June 4 and July 15, 1948<sup>1</sup>*

*Expired June 3, 1950*

60 Stat. 1677; Treaties and Other  
International Acts Series 1522

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF VENEZUELA

In conformity with the request of the Government of the United States of Venezuela 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 Mission to the United States of Venezuela 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 and Marine of the United States of Venezuela and with the personnel of the Venezuelan Army with a view to enhancing the latter's technical efficiency.

ARTICLE 2. This Mission shall continue for a period of two years from the date of the signing of this Agreement, 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. For its part, the Government of the United States of Venezuela may, under the same conditions, request the replacement of any member of the Mission.

ARTICLE 3. If the Government of the United States of Venezuela 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> Not printed.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of two 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 or by that of the United States of Venezuela, in the public interest of the United States of America or of the United States of Venezuela, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation by either of the two Governments in the event that one of them 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 Army as may be agreed upon by the Ministry of War and Marine of the United States of Venezuela, through its authorized representative in Washington, and by the War 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 Ministry of War and Marine of the United States of Venezuela and the Chief of the Mission, it being understood that the members of the Mission shall, during the period that they are at the disposal of the Venezuelan Government, act only as Instructors and that they shall not intervene in matters of command, discipline and administration of the Venezuelan Army, which matters are incumbent solely upon the military authorities of Venezuela.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of War and Marine of the United States of Venezuela, 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 Army and shall wear the uniform of his rank in the United States Army, but in view of the mission of instruction which they are to perform they shall have precedence over Venezuelan officers of the same rank, except in cases where, because of the importance of the post held by the Venezuelan officer, Venezuelan military protocol provides for the contrary.

ARTICLE 10. Each member of the Mission shall be entitled to all benefits and privileges which the laws and regulations of the Venezuelan Army

provide for Venezuelan 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.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 12. Members of the Mission shall receive from the Government of the United States of Venezuela such net annual compensation as may be agreed upon between the Government of the United States of America and the Government of the United States of Venezuela for each member. This compensation shall be paid in twelve (12) equal monthly instalments, 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 in Venezuela or in any of its political or administrative subdivisions. However, should there be, while this Agreement is in effect, any taxes that might affect this compensation, such taxes shall be borne by the Ministry of War and Marine of the United States of Venezuela in order to comply with the provision of this Article 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 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 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 Venezuela, 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 15. Each member of the Mission and his family shall be furnished by the Government of the United States of Venezuela 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 Venezuela, both for the outward and for the return voyage. The Government of the United States of Venezuela 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 Venezuela, as well as all expenses incidental to the transportation of such household effects, baggage and automobile from Venezuela 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 Ministry of War and Marine of the United States of Venezuela, 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 Ministry of War and Marine of the United States of Venezuela in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 16. The Government of the United States of Venezuela shall annually establish a fund not to exceed 25 percent of the aggregate of the annual salaries of the members of the Mission to cover the cost of customs duties for articles imported for the personal use of the members of the Mission and their families. Expenditures from this fund shall be made only on the approval of the Chief of the Mission.

ARTICLE 17. If the services of any member of the Mission should be terminated for any reason whatsoever before the completion of two years of service, the Government of the United States of Venezuela shall not be obligated to pay the cost of the return to the United States of America of such member, his family, household effects and baggage. It shall in any case pay the costs involved in the movement of the individual's automobile from Venezuela to the port of entry in the United States of America. Neither shall it be obligated to pay the cost of transporting the replacement for a Mission member whose services are so terminated, his family, household effects and baggage, but costs involved in the movement of the replacement's automobile from the port of embarkation in the United States of America to his official residence in Venezuela shall be borne by the Government of the United States of Venezuela.

ARTICLE 18. Compensation for transportation and traveling expenses in Venezuelan territory on official business of the Venezuelan Government shall be provided by the Government of the United States of Venezuela in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the United States of Venezuela shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business of the Mission.

ARTICLE 20. The Government of the United States of Venezuela 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 Venezuela, the Government of the United States of Venezuela 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 Govern-

ment of the United States of Venezuela 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 15. All compensation due the deceased Mission 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 the United States of Venezuela, shall be paid to the widow of the deceased member or to any 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 United States of Venezuela shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Venezuelan Army except by mutual agreement with the Government of the United States of America.

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. All writings and inventions made by members of the Mission in connection with and as a result of the performance of official duties as members of the Mission shall be the exclusive property of the Venezuelan Army, provided however that the United States of America shall have the right to publish, use and sell such writings, and to make, have made, use and sell or otherwise dispose of such inventions without payment of royalties to the United States of Venezuela or to the author or inventor.

ARTICLE 25. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 26. 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 27. The leave specified in the preceding Article may be spent in Venezuela, 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 28. The Government of the United States of Venezuela agrees to grant the leave specified in Article 26 upon receipt of written application, approved by the Chief of the Mission, with due consideration for the convenience of the Government of the United States of Venezuela.

ARTICLE 29. 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 30. The Government of the United States of Venezuela shall provide for the members of the Mission free medical attention in the Venezuelan military and naval hospitals, and it shall also establish annually a fund which shall not exceed twenty percent (20%) of the total amount of the annual salaries of the members of the Mission for their medical attention and that of their families when, with the approval of the Ministry of War and Marine, hospitals are utilized that are not military or naval hospitals of Venezuela. If the member of the Mission who is hospitalized is an officer or a member of his family, the officer concerned shall pay for his subsistence, but if it is a member of the subordinate personnel the Government of the United States of Venezuela shall pay for his subsistence. The Government of the United States of Venezuela will not be responsible for charges for services of this character incurred outside of Venezuela. The expenditures from this fund shall be made only at the request of the Chief of the Mission. The Government of the United States of Venezuela shall not be responsible for indemnifications for professional risks.

ARTICLE 31. 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, James F. Byrnes, Secretary of State of the United States of America, and A. Machado-Hernández, Ambassador Extraordinary and Plenipotentiary of the United States of Venezuela in Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, in Washington, this third day of June, one thousand nine hundred forty-six.

For the Government of the United States of America:  
JAMES F. BYRNES [SEAL]

For the Government of the United States of Venezuela:  
A. MACHADO HERNANDEZ [SEAL]

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Caracas June 30, 1947, modifying and extending  
agreement of February 18, 1943, as modified and extended  
Entered into force June 30, 1947; operative from January 1, 1947  
Program expired June 30, 1960*

61 Stat. 3271; Treaties and Other  
International Acts Series 1661

*The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY OF FOREIGN AFFAIRS  
Office of International Policy  
Inter-American Affairs Section

No. 2953

CARACAS, June 30, 1947

MR. CHARGÉ D'AFFAIRES:

With reference to your Embassy's courteous note No. 2591, dated January 30, 1947, and as a result of the conversations held subsequently, I have the honor to confirm that it has been agreed between the Governments of the United States of Venezuela and the United States of America to extend a second time, for an additional period of 18 months, beginning January 1, 1947, the cooperative program of health and sanitation which is being carried out by the Oficina Cooperativa Interamericana de Salud Pública in conformity with the Modus-Vivendi concluded by an exchange of notes, dated February 18, 1943,<sup>1</sup> which was first extended, through the same procedure, on June 28, 1944,<sup>2</sup> for a period of 30 months which expired on December 31, 1946. The extension to which the present communication refers shall be effected subject to the following provisions:

First: It is considered that the financial obligations of the Institute of Inter-American Affairs and the Government of Venezuela, derived from the initial Modus-Vivendi, have been fulfilled, on the part of the said Institute, by the contribution of \$950,000 (American dollars) furnished in the manner specified, and on the part of the Government of Venezuela, by the investment of Bs. 2.00 for each dollar contributed by the former. Likewise, it is recog-

<sup>1</sup> EAS 348, *ante*, p. 1167.

<sup>2</sup> EAS 427, *ante*, p. 1183.

nized that the obligations of the same nature resulting from the first extension of the *Modus-Vivendi* have been fulfilled, on the part of the said Institute, by the contribution of \$500,000 (American currency), in the manner specified, and on the part of the Government of Venezuela, by the investment of a sum in bolivars equivalent to \$500,000 (American currency). Any unexpended sum remaining from those contributions at the end of the first period of extension (June, 1944 to December, 1946) shall be available for the co-operative program of health and sanitation agreed upon in this communication.

Second: The Institute shall continue to be represented in Venezuela by a group of its personnel, known by the name of Mission of the Institute of Inter-American Affairs in Venezuela, and the Chief of the said Mission shall continue to act as Director of the *Oficina Cooperativa Interamericana de Salud Pública* for the period of this extension.

Third: The cooperative program of health and sanitation shall be financed by the Contracting Parties during the period of extension indicated in this Agreement, in the following manner:

(a) The Institute shall contribute a sum not to exceed \$166,000 (American dollars) of which \$25,000 shall be deposited to the account of the *Oficina Cooperativa Interamericana de Salud Pública* in the following manner:

In January 1947 . . . . .	\$12, 500. 00
In July 1947 . . . . .	12, 500. 00
Total . . . . .	\$25, 000. 00

The remainder of the \$166,000, that is, \$141,000 shall be contributed in accordance with the terms of paragraph (c) of this clause.

(b) The Institute may retain from the deposits indicated in paragraph (a) of the present clause the estimated sum which the Ministry of Health and Social Assistance and the Chief of the Mission may deem necessary for the purchase of material and equipment in the United States of America and for any other expenditure connected with the execution of this program. Any funds so retained by the Institute shall be considered as deposited under the terms contained in paragraph (a). If the said sums are not spent or allotted for such purposes, they shall be deposited to the order of the *Oficina* at any time, by mutual agreement between the Ministry and the Chief of the Mission.

(c) In addition to the sum which shall be deposited to the account of the *Oficina* in accordance with paragraph (a), the Institute shall make, separately, the allocation of the necessary funds to pay the salaries, maintenance, transportation and traveling expenses, and other administrative expenses of the employees of the Mission or other employees of the Institute in the United States of Venezuela during the period of this extension. From this estimated sum of \$141,000.00 the sum necessary for the above-mentioned purposes shall

be taken. The said funds shall be used by the Chief of the Mission in the United States of Venezuela separately from the funds which are deposited by the Institute to the account of the Oficina.

(d) The Government of the United States of Venezuela shall deposit to the account of the Oficina the equivalent in bolivars of \$250,000 (American dollars) at the exchange rate of Bs. 3.33 for each dollar, in the following manner:

During the month of January, 1947 . . . . .	\$68,468.46	(Bs. 228,000)
During the month of July, 1947 . . . . .	\$181,531.54	(Bs. 604,500)
Total . . . . .	<u>\$250,000.00</u>	(Bs. 832,500)

(e) The manner of making the deposits which are specified in paragraphs (a) and (d) may be modified, according to the requirements of the program, by a written agreement concluded between the Ministry and the Chief of the Mission.

(f) In addition to the contributions indicated in paragraphs (a) and (d), the Oficina may receive contributions of any other origin and spend them in the same manner as the funds mentioned above and for the purposes and objectives of the Program of Health and Sanitation.

(g) Any sum or property acquired by the Oficina, which has not been spent, utilized or allotted at the expiration of the period indicated in this extension, shall remain the property of the Government of the United States of Venezuela and shall continue to be used for the purposes established by the Cooperative Program. Nevertheless, to ensure the attainment of the objective of the said Program, the Ministry and the Chief of the Mission shall determine by mutual agreement the exact use and disposal which shall be made of the money and properties not used and not allotted at the termination of this Agreement.

(h) By mutual agreement between the Ministry and the Chief of the Mission, the funds of the Oficina may be used to reimburse for or pay the salaries, maintenance, traveling expenses or other expenses of such additional members of the Mission or other employees of the Institute as the Contracting Parties may deem it necessary to employ. These funds may be appropriated or granted for such purposes by the Oficina to the Institute or to any other organization, but in each case the Ministry and the Chief of the Mission shall conclude a project agreement specifying the purposes and all the conditions for granting such appropriations.

Fourth: The Cooperative Program of Health and Sanitation shall continue to be carried out through individual Projects which shall have as their principal objective the construction and installation of waterworks in the rural communities of the United States of Venezuela and any other enterprise which affects the health and sanitation of the Venezuelan people. Each Project shall be provided for in a Project Agreement which shall be signed

by mutual accord by the Minister of Health and Social Assistance and the Chief of the Mission in the United States of Venezuela. The Project Agreement shall specify the kind of work which will be carried out, the allotment of funds, the persons responsible for the execution of the project and any other matter which the Contracting Parties may deem necessary to include.

Fifth: All matters relating to the plans of action for putting into effect the Cooperative Program of Health and Sanitation, to the procedures which are to be followed for carrying them out, and to matters of an administrative nature which concern the Oficina Cooperativa Interamericana de Salud Pública shall be decided by mutual agreement between the Ministry of Health and Social Assistance, the Director of the Oficina, and the Chief of the Mission in Venezuela.

Sixth: Such contracts as the Oficina may conclude for the purpose of carrying out the Project Agreements, as well as all distributions of its funds, shall be previously authorized by its Director. The staff of the Oficina shall be selected by mutual agreement between the Ministry of Health and Social Assistance and the Director of the former, and the appropriate appointments shall be made by a Resolution of the said Executive Department.

Seventh: The books, documents and accounts of the Oficina shall at all times be at the disposal of the authorized representatives of the Government of Venezuela and the Institute for their inspection and auditing, and the Director of the Oficina shall make Reports to the said Government and to the Institute with such frequency as the Ministry of Health and Social Assistance and the Chief of the Mission may determine by mutual agreement.

Eighth: The Oficina Cooperativa Interamericana de Salud Pública, as an agency of the Ministry of Health and Social Assistance, shall enjoy such rights and privileges as are granted by law to similar official agencies, including exemption from postal and telegraph fees and discounts in transportation companies; and to the extent that the aforesaid agencies enjoy customs exemptions, such exemptions shall be granted to the Oficina Cooperativa Interamericana de Salud Pública for the importation of articles intended for the carrying out of the Cooperative Program, it being understood that the Ministry may examine, as it does with respect to the other agencies, such lists of imports as may be prepared.

Ninth: The Government of the United States of Venezuela recognizes the Institute of Inter-American Affairs as an agency of the Government of the United States of America. The representatives of the Institute shall be exempt from income tax on the sums which they receive as remuneration from the United States Government and their imports for use in the carrying out of the Program of Health and Sanitation shall be exempt from customs duties.

Tenth: The Minister of Health and Social Assistance, the Chief of the Mission, and the Director of the Oficina, may, whenever possible, delegate

the functions assigned to them under the present Agreement of Extension to representatives duly authorized by them.

Eleventh: The provisions of the original Modus-Vivendi and of the First Agreement of Extension (June 1944 to December 1946) shall remain in force unless invalidated directly or indirectly by the terms of the present Agreement.

This note and your reply in the same terms shall constitute an agreement respecting the provisions of the preceding clauses.

I avail myself of the opportunity to renew to you the assurances of my distinguished consideration.

CARLOS MORALES

The Honorable

THOMAS J. MALEADY,  
*Chargé d'Affaires ad interim*  
*of the United States of America.*  
*City.*

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*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Caracas, June 30, 1947*

No. 2727

EXCELLENCY:

With reference to this Embassy's note No. 2591 of January 30, 1947 and subsequent conversations between officers of this Embassy and of the Ministry of Foreign Relations, and with particular reference to your Excellency's note No. 2953 of June 30, 1947, I have the honor, in accordance with the instructions received from my Government, to confirm that it has been agreed by the Government of the United States of America and the Government of the United States of Venezuela, to extend for an additional period of eighteen months beginning January 1, 1947, the cooperative program of Health and Sanitation which has been carried on through the Oficina Cooperativa Interamericana de Salud Pública in accordance with the modus vivendi entered into by an exchange of notes February 18, 1943 which was extended by a similar procedure on June 28, 1944 for a period of thirty months, which expired December 31, 1946. The extension of the Agreement, which is agreed upon in the present exchange of notes, will be carried out in accordance with the following stipulations:

[For terms of agreement, see numbered paragraphs in Venezuelan note, above.]

Your Excellency's note which sets forth the foregoing stipulations and this reply constitute an agreement with respect to the extension of the Cooperative Program of Health and Sanitation.

Please accept, Excellency, the renewed assurances of my highest consideration.

THOMAS J. MALEADY  
*Chargé d'Affaires ad interim*

His Excellency

Dr. CARLOS MORALES,

*Encargado of the Ministry of Foreign Relations,  
Caracas.*

## CIVIL AVIATION MISSION

*Exchange of notes at Caracas March 22 and 24, 1948*

*Entered into force March 24, 1948*

*Expired March 24, 1951*

62 Stat. 2666; Treaties and Other  
International Acts Series 1804

*The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY OF FOREIGN RELATIONS  
Office of International Policy  
Section of Inter-American Relations

No. 1053

CARACAS, March 22, 1948

MR. CHARGÉ D'AFFAIRES:

For the purpose of providing technical assistance that will contribute to the development of Venezuelan civil aviation, and as a result of negotiations carried on between the competent agencies, the Governments of the United States of Venezuela and the United States of America have agreed to conclude, by an exchange of notes, the agreement contained in the following clauses:

1. According to the availability of suitable technical experts and funds for this purpose, the Government of the United States of America will send to Venezuela a Civil Aeronautics Mission to advise the appropriate Venezuelan authorities on the technical aspects of civil aviation.

2. The Government of the United States of America will appoint a Chief of Mission who will represent the Mission before the Government of Venezuela, and its Members shall be responsible to that Chief. The members of the Mission shall act as technical advisers and not as executive agents, and at the request of the Ministry of Communications they will give their opinions on specific matters submitted to them. On their own initiative they may also give opinions on matters that so require; and their opinions shall have the character of recommendations only.

3. The duration of the appointment of each technician shall be fixed in accordance with the requirements of the mission assigned to him, except that appointments may be of indefinite duration, subject to joint revision when this is legally and administratively possible.

4. The Government of the United States of America agrees to give the greatest consideration to any requests of the Government of Venezuela to increase or decrease the number of technicians originally sent, or to appoint technicians in other branches of civil aviation.

5. The Government of the United States of America will pay the salaries, compensation, per diem and traveling expenses from the United States of America to Venezuela and return, and any additional compensation of the technicians; and the Government of Venezuela will make partial reimbursement of those expenses up to three thousand dollars a year for each technician.

The Government of Venezuela will make the partial reimbursement referred to in the preceding paragraph at the end of each six-months period beginning with the date of the appointment. However, for reasons of accounting and procedure, it will not be necessary for the Government of Venezuela to make any payment to the Government of the United States of America until such time as a statement of account is received.

6. The Government of Venezuela will bear the traveling expenses of the Members of the Mission when the discharge of their duties requires them to absent themselves from Caracas, as well as the cost of equipment and materials which the Mission considers it necessary to obtain. Whenever it is necessary to use automobile transportation in the discharge of the Mission's duties, the Government of Venezuela will furnish the required vehicles, subject to the limitations imposed by local conditions.

7. The equipment and material that must be imported for direct use in the civil aviation development program will be brought into the country through the Ministry of Communications.

8. The Members of the Mission are exempted from income tax on moneys they receive as remuneration from the Government of the United States of America; and their imports for use in the fulfillment of their functions shall be exempted from customs duties.

9. The Ministry of Communications will provide the Mission with properly equipped offices, with a competent staff of bilingual stenographers, and other necessary employees, and will bear the expenses of these offices and the salaries of their personnel.

10. The personnel of the Mission shall not reveal or divulge in any way, either during or after the exercise of their duties, the secret and confidential matters that may come to their knowledge in the process of carrying on their work.

11. The Government of Venezuela will grant to the authorized Members of the Mission its approval for flights in Venezuela in airplanes of Venezuelan registry, as may be considered advisable for the fulfillment of their duties.

12. By means of policies that are deemed suitable by both parties, the Government of Venezuela will insure the Members of the Mission against

civil responsibility for damage or loss of property, for personal injuries and deaths caused by any Member of the Mission while he is acting in line of duty.

13. This Agreement shall remain in effect for a period of three years beginning with the date of its conclusion, and it may be modified in its entirety or in part by an exchange of notes between the two Governments.

Either of the Contracting Parties may denounce the present Agreement by means of written notification, which shall become effective sixty days after its presentation to the other party.

This communication and Your Excellency's reply in analogous terms shall constitute an Agreement on the matters contained in the preceding clauses.

With reference to clause 4 of this Agreement, it is understood that the initial number of Members of the Mission shall be determined in conformity with the suggestions of the Ministry of Communications of Venezuela.

I take this opportunity to renew to Your Excellency the assurances of my distinguished consideration.

ANDRÉS ELOY BLANCO

The Honorable

JOHN WILLARD CARRIGAN

*Chargé d'Affaires ad interim  
of the United States of America.  
City.*

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*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

No. 75

CARACAS, March 24, 1948

EXCELLENCY:

I have the honor to refer to Your Excellency's Note No. 1053 of March 22, 1948 in which Your Excellency submitted to this Embassy the text of the accord reached in negotiations between representatives of the Governments of the United States of America and of the United States of Venezuela regarding the assignment to Your Excellency's Government of a technical civil aviation mission of the Civil Aeronautics Administration of my Government and stated that this text was acceptable to Your Excellency's Government.

It had been agreed that an exchange of notes between Your Excellency's Government and my Government would constitute mutual acceptance of the text of this agreement by our respective Governments, and that the agreement would be effective immediately upon the completion of such exchange.

I have the honor to inform Your Excellency that the text of this agreement as contained in Your Excellency's note under reference above is acceptable to my Government. It reads, quoting from Your Excellency's note:

[For text of agreement see Venezuelan note, above.]

The exchange of notes having been completed, I am informing my Government that the accord reached is effective as of today.

I have the honor to express to Your Excellency in the name of those of my colleagues who participated in the conversations leading to the conclusion of this accord their sincere appreciation, which I heartily share, for the advice, guidance and collaboration given by those officers of Your Excellency's Ministry and of other Ministries of the Government of Venezuela who contributed so effectively to the successful outcome of these conversations.

Please accept, Excellency, the renewed assurances of my highest consideration.

JOHN W. CARRIGAN

His Excellency

Dr. ANDRES ELOY BLANCO,

*Minister of Foreign Relations,*

*Ministry of Foreign Relations,*

*Caracas.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Caracas March 4 and 9, 1949, modifying and extending agreement of February 18, 1943, as modified and extended*

*Entered into force March 9, 1949; operative from July 1, 1948*

*Program expired June 30, 1960*

63 Stat. 2695; Treaties and Other  
International Acts Series 1974

*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

AMERICAN EMBASSY,  
*Caracas, Venezuela, March 4, 1949*

No. 383

### EXCELLENCY:

I have the honor to refer to the agreement signed February 18, 1949 between the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of the Field Party of the Institute of Inter-American Affairs of the United States of America extending further the Basic Agreement, as amended, between the United States of Venezuela and the United States of America, arising out of the exchange of notes between His Excellency the Minister of Foreign Relations of Venezuela and the Ambassador of the United States of America to Venezuela on February 18, 1943,<sup>1</sup> which provided for the initiation and execution of the existing cooperative health and sanitation program in Venezuela.

The text of this agreement follows:

"The Ministry of Health and Social Assistance (hereinafter referred to as the 'Ministry') of the Government of the United States of Venezuela (hereinafter referred to as the 'Government'), represented by Dr. Antonio Martin Araujo, Minister of Health and Social Assistance (hereinafter referred to as the 'Minister'), and the Institute of Inter-American Affairs (hereinafter referred to as the 'Institute'), a corporate instrumentality of the Government of the United States of America, represented by its Chief of Field Party, Health and Sanitation Division, James D. Caldwell (hereinafter referred to as the 'Chief of Field Party'), have agreed, pursuant to the request of the Government, and in accordance with the exchange of notes dated June 29, 1948 and July 6, 1948 between the Ambassador of the United States of

<sup>1</sup> EAS 348, *ante*, p. 1167.

America and His Excellency, the Minister of Foreign Affairs, upon the following details for extending for an additional period of one year from June 30, 1948, and modifying in the manner hereinafter set forth, the Agreement between the Ministry and the Institute arising out of the exchange of notes between the American Ambassador and the Minister of Foreign Affairs on February 18, 1943, as subsequently modified and extended <sup>2</sup> (hereinafter referred to as the 'Basic Agreement'), providing for a cooperative health and sanitation program to be carried on in Venezuela.

"1. In addition to the funds required by the Basic Agreement to be contributed or otherwise made available for the realization of the Cooperative Program, the Parties hereto shall contribute and make available funds for use in continuing the program during the period covered by this Extension Agreement in accordance with the following schedule:

"a) The Institute of Inter-American Affairs shall make available the funds necessary to pay the salaries and all other expenses of its field staff in Venezuela during the period covered by this Extension Agreement. These funds shall be administered by the Institute and shall not be deposited to the credit of the Oficina Cooperativa Inter-Americana de Salud Publica.

"b) The Institute shall deposit to the credit of the Oficina Cooperativa the sum of \$25,000.00 or its equivalent in bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals Bs 83,250.00) as follows:

At the time agreement is signed . . . . . \$25,000.00

"c) The Government of Venezuela shall deposit to the credit of the Oficina Cooperativa the sum of 1,612,500 bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals \$487,237.23) as follows:

At the time the agreement is signed . . . . . Bs 832,500.00

Monthly payments of 40,000 bolivars for Oficina payrolls, travel and other expenses July 1, 1948–June 30, 1949 . . . . . Bs 480,000.00

Monthly payments of 25,000 bolivars for salaries of Oficina employees July 1, 1948–June 30, 1949 . . . . . Bs 300,000.00

In addition to the above, the Ministry agrees to provide funds amounting to approximately 1,000,000.00 bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals \$303,030.30) which will be made available during the period between September 1, 1948 and June 30, 1949 to be utilized exclusively for the purchase of materials and equipment for use in the Cooperative Program. These purchases will be made through the corresponding department of the Ministry on the basis of requisitions prepared by the Oficina.

"d) The funds to be deposited by the Institute under subsection b) of this clause shall be available for expenditure from the date on which deposited but all payments to be thereafter deposited by either party shall not

<sup>2</sup> See agreements of June 28, 1944 (EAS 427), *ante*, p. 1183, and June 30, 1947 (TIAS 1661), *ante*, p. 1204.

be available for withdrawal or expenditure until the corresponding deposit due from the other party on the same date has been made.

"2. By written agreement of the Minister of Health and Social Assistance and the Chief of the Field Party in Venezuela, the parties hereto may amend the schedules for making deposits required by Clause 1 hereof and may provide for advance purchases of equipment or materials, and the advance purchases made in this respect shall be deducted from the payments due under the schedules. In addition to the funds required to be contributed by the Basic Agreement and this Extension Agreement, contributions of funds may be made by either or both parties, or by third parties for use in effectuating the cooperative health and sanitation program.

"3. Any of the funds introduced into Venezuela by the Institute for the purpose of the cooperative health and sanitation program shall be exempt from all forms of charges or taxes and currency control, and shall be converted into bolivars at the then current rate of exchange, but in any event at a rate of exchange not less than 3.33 bolivars per dollar. Similarly, where it may be necessary to convert bolivars into dollars for the financing of grants or for other expenditures in the United States of America, the conversion of bolivars into dollars shall be made at a rate of exchange not greater than 3.33 bolivars per dollar.

"4. The Government of Venezuela recognizes the Institute of Inter-American Affairs as a dependency of the Government of the United States of America, wholly owned and directed by that Government.

"5. Any funds received by the Oficina which remain unexpended or unassigned at the termination of the period covered by this Extension Agreement, shall be returned to the Parties hereto in the proportion of the respective contributions made by the parties under the Basic Agreement and under clause 1 of this Extension Agreement.

"6. The stipulations of the Basic Agreement and the successive Extension Agreements shall remain in effect in so far as they are not directly or indirectly contrary to that established in this present Agreement.

"7. The Government undertakes to initiate the action necessary to put into effect the terms of this Extension Agreement.

"IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in quintuplicate, in the Spanish and English languages, in Caracas, Venezuela, this 18 day of February, 1949.

Ministry of Health and Social Assistance  
By ANTONIO M. ARAUJO  
*Minister*

The Institute of Inter-American Affairs  
By JAMES D. CALDWELL  
*Chief of Field Party*

I take pleasure in informing Your Excellency that the Government of the United States of America has agreed that this note and your reply in the same terms shall constitute a ratification and confirmation by the Governments of the United States of Venezuela and of the United States of America of the agreement signed between the Minister of Health and Social Assistance and the Chief of the Field Party.

Accept, Excellency, the renewed assurances of my highest consideration.

JOHN WILLARD CARRIGAN

His Excellency

Dr. LUIS EMILIO GOMEZ RUIZ,  
*Minister of Foreign Relations,*  
*Caracas.*

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*The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY OF FOREIGN AFFAIRS  
Division of International Policy  
Inter-American Section

No. 485

CARACAS, March 9, 1949

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 383, dated the 4th instant, regarding the agreement signed last February 18 by the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of Field Party of the Institute of Inter-American Affairs of the United States of America, for the purpose of again prolonging the original *modus vivendi*, with amendments, on the initiation and execution of the Cooperative Health and Sanitation Program being carried out in Venezuela, which was concluded through an exchange of notes between the Minister of Foreign Affairs of Venezuela and His Excellency the Ambassador of the United States of America on February 18, 1943.

The text of the aforementioned Agreement is as follows:

[For text of agreement, see U.S. note, above.]

Your Excellency's note, which contains the above-mentioned provisions, and this reply, constitute an Agreement regarding the extension of the Cooperative Health and Sanitation Program.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

LUIS E. GÓMEZ RUIZ

The Honorable JOHN WILLARD CARRIGAN,  
*Chargé d'Affaires ad interim of*  
*the United States of America,*  
*City.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Caracas September 7 and 30, 1949, modifying and extending agreement of February 18, 1943, as modified and extended*

*Entered into force September 30, 1949; operative from July 1, 1949  
Program expired June 30, 1960*

63 Stat. 2781; Treaties and Other  
International Acts Series 2008

*The American Ambassador to the Minister of Foreign Affairs*

THE FOREIGN SERVICE  
OF THE  
UNITED STATES OF AMERICA

AMERICAN EMBASSY,

No. 539

*Caracas, Venezuela, September 7, 1949*

EXCELLENCY:

I have the honor to refer to the agreement signed September 2, 1949 between the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of the Field Party of the Institute of Inter-American Affairs of the United States of America extending further the Basic Agreement, as amended, between the United States of Venezuela and the United States of America, arising out of the exchange of notes between His Excellency the Minister of Foreign Relations of Venezuela and the Ambassador of the United States of America to Venezuela on February 18, 1943,<sup>1</sup> which provided for the initiation and execution of the existing cooperative health and sanitation program in Venezuela.

The text of this agreement follows:

### EXTENSION AGREEMENT

The Ministry of Health and Social Assistance (hereinafter referred to as the "Ministry") of the Government of the United States of Venezuela (hereinafter referred to as the "Government"), represented by Dr. Antonio Martín Araujo, Minister of Health and Social Assistance (hereinafter referred to as the "Minister"), and The Institute of Inter-American Affairs (hereinafter

<sup>1</sup> EAS 348, *ante*, p. 1167.

referred to as the "Institute"), a corporate instrumentality of the Government of the United States of America, represented by its Chief of Field Party, Health and Sanitation Division, James D. Caldwell (hereinafter referred to as "Chief of Field Party"), have agreed, pursuant to the request of the Government, and in accordance with the exchange of notes dated August 26, 1949 and September 1st, 1949, between the Ambassador of the United States of America and His Excellency, the Minister of Foreign Affairs, upon the following details for extending for an additional period of one year from June 30, 1949, and modifying in the manner hereinafter set forth, the Agreement entered into on behalf of the Ministry and the Institute on February 18, 1943, as subsequently modified and extended <sup>2</sup> (hereinafter referred to as the "Basic Agreement"), providing for a cooperative health and sanitation program to be carried on in Venezuela.

1. In addition to the funds required by the Basic Agreement to be contributed or otherwise made available for the realization of the cooperative health and sanitation program, the parties hereto shall contribute and make available funds for use in continuing the program during the period covered by this Extension Agreement, in accordance with the following schedule:

a) The Institute shall make available the funds necessary to pay the salaries and all other expenses of its field staff in Venezuela during the period covered by this Extension Agreement. These funds shall be administered by the Institute and shall not be deposited to the credit of the OFICINA COOPERATIVA INTER-AMERICANA DE SALUD PUBLICA (hereinafter referred to as the "Oficina").

b) The Institute shall deposit to the credit of the Oficina the sum of \$25,000.00 or its equivalent in bolivars, (which at the exchange rate of 3.33 bolivars to \$1.00 equals 83,250.00 bolivars) as follows:

At the time this Extension Agreement is signed . . . . . \$25,000.00

c) The Government of Venezuela shall deposit to the credit of the Oficina the sum of 1,675,000.00 bolivars (which at the exchange rate of 3.33 bolivars to \$1.00 equals \$503.003.00), as follows:

At the time this Extension Agreement is signed . . . . .	Bs. 835,000.00
October 1, 1949 . . . . .	280,000.00
January 1, 1950 . . . . .	280,000.00
April 1, 1950 . . . . .	280,000.00

2. By written agreement of the Minister of Health and Social Assistance and the Chief of Field Party in Venezuela, the parties hereto may amend the schedules for making deposits required by Clause 1 hereof.

<sup>2</sup> See agreements of June 28, 1944 (EAS 427), *ante*, p. 1183; June 30, 1947 (TIAS 1661), *ante*, p. 1204; and Mar. 4 and 9, 1949 (TIAS 1974), *ante*, p. 1214.

3. Any funds received by the Oficina which remain unexpended or unassigned at the termination of the cooperative health and sanitation program shall be returned to the parties hereto in the proportion of the respective contributions made by the parties under the Basic Agreement (including any extensions and amendments thereof).

4. All funds previously contributed by the parties hereto pursuant to the Basic Agreement which are unexpended and unassigned as of June 30, 1949 shall remain available for use after that date in continuing the cooperative health and sanitation program during the period covered by this Extension Agreement.

5. The stipulations of the Basic Agreement (including any extensions and amendments thereof) shall remain in effect insofar as they are not directly or indirectly contrary to the provisions of this Extension Agreement.

6. The Government undertakes to initiate the action necessary to put into effect the terms of this Extension Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Extension Agreement to be executed by their duly authorized representatives, in octuplicate, in the Spanish and English languages, in Caracas, Venezuela, this 2nd day of September, 1949.

Ministry of Health and Social Assistance  
By ANTONIO M. ARAUJO  
*Minister*

The Institute of Inter-American Affairs  
By JAMES D. CALDWELL  
*Chief of Field Party*

I take pleasure in informing Your Excellency that the Government of the United States of America has agreed that this note and your reply in the same terms shall constitute a ratification and confirmation by the Governments of the United States of Venezuela and of the United States of America of the agreement signed between the Minister of Health and Social Assistance and the Chief of the Field Party.

Accept, Excellency, the renewed assurances of my highest consideration.

WALTER J. DONNELLY

His Excellency  
Dr. LUIS EMILIO GOMEZ RUIZ,  
*Minister of Foreign Relations,*  
*Caracas.*

*The Acting Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

UNITED STATES OF VENEZUELA  
MINISTRY OF FOREIGN RELATIONS  
Division of International Policy  
Inter-American Relations Section

No. 02392

CARACAS, September 30, 1949

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 539 dated September 7, 1949, relative to the Agreement signed on September 2, 1949, between the Minister of Health and Social Assistance of the United States of Venezuela and the Chief of the Field Party of the Institute of Inter-American Affairs of the United States of America, for the purpose of again extending the Basic Agreement, as amended, entered into by an exchange of notes between the Minister of Foreign Relations of Venezuela and His Excellency the Ambassador of the United States of America, dated February 18, 1943, on the initiation and execution of the Cooperative Health and Sanitation Program now being carried on in Venezuela.

[For text of agreement, see U.S. note, above.]

Your Excellency's note, containing the foregoing stipulations, and this reply constitute an Agreement on the extension of the Cooperative Health and Sanitation Program.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

G. SUÁREZ FLAMERICH

His Excellency

WALTER J. DONNELLY

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City.*

# Yemen

## FRIENDSHIP AND COMMERCE

*Exchange of notes at Sana'a May 4, 1946*  
*Entered into force May 4, 1946*

60 Stat. 1782; Treaties and Other  
International Acts Series 1535

*The Chief, Special United States Diplomatic Mission to the Kingdom of the  
Yemen, to the Deputy Minister of Foreign Affairs*

SPECIAL U. S. DIPLOMATIC MISSION  
TO THE KINGDOM OF THE YEMEN

SANA'A, May 4, 1946

### EXCELLENCY:

I have the honor to make the following statement of my Government's understanding of the agreement reached through conversations held at Sana'a April 14 to May 4 by representatives of the Government of the United States of America and the Government of the Kingdom of the Yemen with reference to diplomatic and consular representation, juridical protection, commerce and navigation as hereafter defined. These two Governments, having in mind the letter dated March 4, 1946, from the President of the United States of America to the Imam Yehya Bin Mohamed Hamid-ud-din, King of the Yemen, by which the United States of America recognized the complete and absolute independence of the Kingdom of the Yemen, and desiring to strengthen the friendly relations happily existing between the two countries, and to respect the rights of this independence recognized by the above-mentioned letter as the basis for all their relations and to maintain the most-favored-nation principle in its unconditional and unlimited form as the basis of their commercial relations, agree to the following provisions:

## ARTICLE I

The United States of America and the Kingdom of the Yemen will exchange diplomatic representatives and consular officers at a date which shall be fixed by mutual agreement between the two Governments.

## ARTICLE II

The diplomatic representatives of each Party accredited to the Government of the other Party shall enjoy in the territories of such other Party the rights, privileges, exemptions and immunities accorded under generally recognized principles of international law. The consular officers of each Party who are assigned to the Government of the other Party, and are duly provided with exequaturs, shall be permitted to reside in the territories of such other Party at the places where consular officers are permitted by the applicable laws to reside; they shall enjoy the honorary privileges and the immunities accorded to officers of their rank by general international usage; and they shall not, in any event, be treated in a manner less favorable than similar officers of any third country.

## ARTICLE III

Subjects of His Majesty the King of the Yemen in the United States of America and nationals of the United States of America in the Kingdom of the Yemen shall be received and treated in accordance with the requirements and practices of generally recognized international law. In respect of their persons, possessions and rights, such subjects or nationals shall enjoy the fullest protection of the laws and authorities of the country, and shall not be treated in any manner less favorable than the nationals of any third country. Subjects of His Majesty in the United States of America and nationals of the United States of America in the Kingdom of the Yemen shall be subject to the local laws and regulations, and shall enjoy the rights and privileges accorded in this third Article.

## ARTICLE IV

In all matters relating to customs duties and charges of any kind imposed on or in connection with importation or exportation or otherwise affecting commerce and navigation, to the method of levying such duties and charges, to all rules and formalities in connection with importation or exportation, and to transit, warehousing and other facilities, each Party shall accord unconditional and unrestricted most-favored-nation treatment to articles the growth, produce or manufacture of the other Party, from whatever place arriving, or to articles destined for exportation to the territories of such other Party, by whatever route. Any advantage, favor, privilege or immunity with respect to any duty, charge or regulation affecting commerce or navigation now or hereafter accorded by the United States of America or by the King-

dom of the Yemen to any third country will be accorded immediately and unconditionally to the commerce and navigation of the Kingdom of the Yemen and of the United States of America, respectively. The advantages relating to customs duties now or hereafter accorded by the United States of America to the Republic of Cuba shall be excepted from the provisions of this agreement.

#### ARTICLE V

There shall be excepted from the provisions of Article IV of this Agreement advantages now or hereafter accorded: by virtue of a customs union of which either Party may become a member; to adjacent countries in order to facilitate frontier traffic; and by the United States of America or its territories or possessions to one another or to the Panama Canal Zone.

The last clause shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America or its territories or possessions to one another irrespective of any change in the political status of any such territories or possessions. Nothing in this Agreement shall prevent the adoption or enforcement by either Party within the area of its jurisdiction: of measures relating to the importation or exportation of gold or silver or the traffic in arms, ammunition, and implements of war, and, in exceptional circumstances, all other military supplies; of measures necessary in pursuance of obligations for the maintenance of international peace and security or necessary for the protection of the essential interests of such Party in time of national emergency; or of statutes in relation to immigration and travel. Subject to the requirement that, under like circumstances and conditions, there shall be no arbitrary discrimination by either Party against the subjects, nationals, commerce or navigation of the other Party in favor of the subjects, nationals, commerce or navigation of any third country, the provisions of this Agreement shall not extend to prohibitions or restrictions: imposed on moral or humanitarian grounds; designed to protect human, animal, or plant life or health; relating to prison-made goods; or relating to the enforcement of police or revenue law.

#### ARTICLE VI

The provisions of this Agreement shall apply to all territory under the sovereignty or authority of either of the parties, except the Panama Canal Zone.

#### ARTICLE VII

This Agreement shall continue in force until superseded by a more comprehensive commercial agreement, or until thirty days from the date of a written notice of termination given by either party to the other Party, whichever is the earlier. Moreover, either Party may terminate Articles I, II, III, or IV on thirty days written notice.

If the above provisions are acceptable to the Government of the Kingdom of the Yemen this note and the reply signifying assent thereto shall, if agreeable to that Government, be regarded as constituting an agreement between the two Governments which shall become effective on the date of such acceptance.

Accept, Excellency, the assurances of my highest consideration.

WILLIAM A. EDDY  
*Chief, Special U.S. Diplomatic Mission  
to the Kingdom of the Yemen*

AL QADI ABDUL KARIM MUTAHHAR  
*Deputy Minister of Foreign Affairs  
Kingdom of the Yemen*

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*The Deputy Minister of Foreign Affairs to the Chief, Special United States  
Diplomatic Mission to the Kingdom of the Yemen*

[TRANSLATION]

THE ISLAMIC GOVERNMENT  
ORDAINED BY ALLAH

SANA'A  
May 4, 1946  
*Jamada-al-Thaniya, 3, 1365*

His Excellency

Mr. WILLIAM ALFRED EDDY  
*Chief, U.S. Special Mission  
to the Kingdom of The Yemen.*

I have the honor to acknowledge receipt of Your Excellency's letter dated May 4, 1946, corresponding to Jamada-al-Thaniya, 3, 1365, the text of which is as follows:

[For terms of agreement, see U.S. note, above.]

On behalf of the Government of the Yemen, I declare my government's adherence to the provisions stated in this Agreement which is considered effective on the date of signature.

ABDUL KARIM MUTAHHAR  
*Deputy Foreign Minister*

# Yugoslavia

## COMMERCIAL RELATIONS

*Treaty signed at Belgrade for the United States and Serbia October 14, 1881*

*Senate advice and consent to ratification July 5, 1882*

*Ratified by the President of the United States July 14, 1882*

*Ratified by Serbia November 11, 1882*

*Ratifications exchanged at Belgrade November 15, 1882*

*Entered into force November 15, 1882*

*Proclaimed by the President of the United States December 27, 1882*

*Modified by agreement of May 4 and October 3, 1946, between the United States and Yugoslavia*<sup>1</sup>

22 Stat. 963; Treaty Series 319

### TREATY OF COMMERCE BETWEEN THE UNITED STATES OF AMERICA AND SERBIA

The United States of America and His Highness the Prince of Serbia, animated by the desire of facilitating and developing the commercial relations established between the two countries, have determined with this object to conclude a treaty, and have named as their respective plenipotentiaries, viz:

The United States of America, Eugene Schuyler, their chargé d'affaires and consul-general at Bucarest;

His Highness the Prince of Serbia, Monsieur Ched. Mijatovitch, His Minister of Foreign Affairs, Grand Officer of His Order of Takova, &c., &c., &c.,

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:

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<sup>1</sup> TIAS 1572, *post*, p. 1271.

## ARTICLE I

There shall be reciprocally full and entire liberty of commerce and navigation between the citizens and subjects of the two high contracting powers, who shall be at liberty to establish themselves freely in each other's territory.

Citizens of the United States in Serbia and Serbian subjects in the United States shall reciprocally, on conforming to the laws of the country, be at liberty freely to enter, travel or reside in any part of the respective territories, to carry on their business, and shall enjoy in this respect for their persons and property the same protection as that enjoyed by natives or by the subjects of the most favored nation.

They shall be at liberty to exercise their industry and trade, both by wholesale and by retail, in the whole extent of both territories, without being subjected as to their persons or property, or with regard to the exercise of their trade or business, to any taxes, whether general or local, or to any imposts or conditions of any kind other or more onerous than those which are or may be imposed upon natives or upon the subjects of the most favored nation.

In like manner in all that relates to local taxes, customs, formalities, brokerage, patterns or samples introduced by commercial travelers, and all other matters connected with trade, citizens of the United States in Serbia and Serbian subjects in the United States shall enjoy the treatment of the most favored nation, and all the rights, privileges, exemptions and immunities of any kind enjoyed with respect to commerce and industry by the citizens or subjects of the high contracting parties, or which are or may be hereafter conceded to the subjects of any third power, shall be extended to the citizens or subjects of the other.

## ARTICLE II

In all that concerns the right of acquiring, possessing or disposing of every kind of property, real or personal, citizens of the United States in Serbia and Serbian subjects in the United States, shall enjoy the rights which the respective laws grant or shall grant in each of these states to the subjects of the most favored nation.

Within these limits, and under the same conditions as the subjects of the most favored nation, they shall be at liberty to acquire and dispose of such property, whether by purchase, sale, donation, exchange, marriage contract, testament, inheritance, or in any other manner whatever, without being subject to any taxes, imposts or charges whatever, other or higher than those which are or shall be levied on natives or on the subjects of the most favored state.

They shall likewise be at liberty to export freely the proceeds of the sale of their property, and their goods in general, without being subjected to pay any other or higher duties than those payable under similar circumstances by natives or by the subjects of the most favored state.

## ARTICLE III

Merchants, manufacturers, and trades people in general of one of the two contracting countries traveling in the other, or sending thither their clerks and agents—whether with or without samples—in the exclusive interest of the commerce or industry that they carry on, and for the purpose of making purchases or sales or receiving commissions, shall be treated with regard to their licenses, as the merchants, manufacturers and trades people of the most favored nation.

It is understood, however, that the preceding stipulations do not affect in any way the laws and regulations in force in each of the two countries applicable to all foreigners as respects peddling and hawking.

The citizens and subjects of the Contracting Parties shall be reciprocally treated as the natives of the country or as the subjects of the most favored nation, when they shall go from one country to the other to visit fairs and markets for the purpose of exercising their commerce and selling their products.

No obstacle shall be placed in the way of the free movements of travelers, and the administrative formalities relative to traveling passports shall be restricted to the strict necessities of the public service on passing the frontiers.

## ARTICLE IV

Citizens of the United States in Serbia and Serbian subjects in the United States shall be reciprocally exempted from all personal service, whether in the army by land or by sea; whether in the national guard or militia; from billeting; from all contributions, whether pecuniary or in kind, destined as a compensation for personal service; from all forced loans, and from all military exactions or requisitions. The liabilities, however, arising out of the possession of real property and for military loans and requisitions to which all the natives might be called upon to contribute as proprietors of real property or as farmers, shall be excepted.

They shall be equally exempted from all obligatory official, judicial, administrative or municipal functions whatever.

They shall have reciprocally free access to the courts of justice on conforming to the laws of the country, both for the prosecution and for the defence of their rights in all the degrees of jurisdiction established by the laws. They can employ in every case advocates, lawyers and agents of all classes authorized by the law of the country, and shall enjoy in this respect, and as concerns domiciliary visits to their houses, manufactories, warehouses or shops, the same rights and advantages as are or shall be granted to the natives of the country, or to the subjects of the most favored nation.

It is understood that every favor or exemption which shall be subsequently granted in this matter to the subjects of a foreign country by one of the two contracting powers shall be immediately and by right extended to the citizens or subjects of the other party.

## ARTICLE V

Neither of the contracting parties shall establish a prohibition of importation, exportation or transit against the other which shall not be applicable at the same time to all other nations, except the special measures that the two countries reserve to themselves the right of establishing for a sanitary purpose, or in event of a war.

## ARTICLE VI

As to the amount, the guarantee and the collection of duties on imports and exports, as well as regards transit, re-exportation, warehousing, local dues and custom-house formalities, each of the two high contracting parties binds itself to give to the other the advantage of every favor, privilege or diminution in the tariffs on the import or export of the articles mentioned or not in the present convention, that it shall have granted to a third power. Also every favor or immunity which shall be later granted to a third power shall be immediately extended and without condition, and by this very fact to the other contracting party.

## ARTICLE VII

The products of the soil or of the industry of Serbia which shall be imported into the United States of America, and the products of the soil or of the industry of the United States which shall be imported into Serbia, and which shall be destined for consumption in the country, for warehousing, for re-exportation or for transit, shall be subjected to the same treatment, and shall not be liable to other or higher duties than the products of the most favored nation.

## ARTICLE VIII

Merchandise of every kind coming from one of the two territories or going thither shall be reciprocally exempted in the other, from every transit duty, whether it pass directly through the country, or whether during the transit it shall be unloaded, stored and reloaded without prejudice to the special regulations which, conformably to Article V, may be established concerning gunpowder and arms of war.

## ARTICLE IX

As concerns the custom-house laws and regulations on goods subjected to *ad valorem* duty, the importers and the products of one of the two countries shall be in all respects treated in the other as the importers and products of the most favored country.

## ARTICLE X

The provisions of the preceding articles relative to the treatment in all respects like the subjects of the most favored state shall not affect the special

facilities which have been or may be hereafter conceded on the part of one of the two states to neighboring states with respect to the local traffic between the conterminous frontier districts.

#### ARTICLE XI

It is agreed that, as regards freight and all other facilities, goods of the United States, conveyed over Serbian railways, and Serbian goods conveyed over railways of the United States, shall be treated in exactly the same manner as the goods of any other nation the most favored in that respect.

#### ARTICLE XII

The high contracting parties, desiring to secure complete and efficient protection to the manufacturing industry of their respective citizens and subjects, agree that any counterfeiting in one of the two countries of the trade-marks affixed in the other on merchandise to show its origin and quality shall be strictly prohibited and repressed and shall give ground for an action of damages in favor of the injured parties, to be prosecuted in the courts of the country in which the counterfeit shall be proven.

The trade-marks in which the citizens or subjects of one of the two countries may wish to secure the right of property in the other, must be registered exclusively, to wit: The marks of citizens of the United States in the Tribunal of Commerce at Belgrade, and the marks of Serbian subjects in the Patent Office at Washington, subject to the conditions and restrictions prescribed by the laws and regulations of the country in which the trade-marks are registered.

#### ARTICLE XIII

Ships of the United States and their cargoes shall in Serbia, and Serbian ships and their cargoes shall in the United States, from whatsoever place arriving, and whatever may be the place of origin or destination of their cargoes, be treated in every respect as the ships and cargoes of the most favored state.

The preceding stipulation applies to local treatment, dues and charges in the ports, basins, docks, roadsteads, harbors and rivers of the two countries, pilotage, and generally to all matters connected with navigation.

Every favor or exemption in these respects, or any other privilege in matters of navigation which either of the contracting parties shall grant to a third power shall be extended immediately and unconditionally to the other party.

#### ARTICLE XIV

The present treaty shall remain in force for ten years from the day of the exchange of ratifications, and if twelve months before the expiration of that period neither of the high contracting parties shall have announced to the other its intention to terminate the said treaty, it shall remain obligatory

until the expiration of one year from the day when either of the high contracting parties shall have denounced it.

The preceding stipulations shall come into force in the two countries one month after the exchange of ratifications.

#### ARTICLE XV

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 His Highness the Prince of Serbia, and the ratifications shall be exchanged at Belgrade as soon as possible.

In faith whereof the plenipotentiaries of the two high contracting parties have signed the present treaty in duplicate in the English and Serbian languages, and thereto affixed their respective seals.

Done in duplicate at Belgrade this  $\frac{2}{14}$  day of October, 1881.

EUGENE SCHUYLER	[SEAL]
CH. MIJATOVICH	[SEAL]

## RIGHTS, PRIVILEGES, AND IMMUNITIES OF CONSULAR OFFICERS

*Convention signed at Belgrade for the United States and Serbia October 14, 1881*

*Senate advice and consent to ratification July 5, 1882*

*Ratified by the President of the United States July 14, 1882*

*Ratified by Serbia November 11, 1882*

*Ratifications exchanged at Belgrade November 15, 1882*

*Entered into force November 15, 1882*

*Proclaimed by the President of the United States December 27, 1882*

22 Stat. 968; Treaty Series 320

### CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND HIS HIGHNESS THE PRINCE OF SERBIA, DEFINING THE RIGHTS, IMMUNITIES AND PRIVILEGES OF CONSULAR OFFICERS

The President of the United States of America and His Highness the Prince of Serbia, being mutually desirous of defining the rights, privileges and immunities of consular officers in the two countries, as well as their functions and obligations, have resolved to conclude a consular convention, and have accordingly named as their plenipotentiaries:

The President of the United States, Eugene Schuyler, Chargé d'Affaires and Consul General of the United States at Bucarest;

His Highness the Prince of Serbia Monsieur Ched. Mijatovitch, His Minister of Foreign Affairs, Grand Officer of His Order of Takova, &c. &c. &c.

Who, after having communicated to each other their respective full powers, found to be in good and proper form, have agreed upon the following articles:

#### 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, imposed upon persons, either in the nature of capitation tax or in respect to their property, 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, contemplated by the sixth article of the amendments to the Constitution of the United States, whereby the right is secured to persons charged with crimes to obtain witnesses in their favor, 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. A similar treatment

shall also be extended to the consuls of the United States in Serbia, in the like cases.

#### 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 Serbia.

They may also raise the flag of their country on their offices, except in the capital of the country when there is a legation there. 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 Serbia, 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 Serbia, or those of other countries. They shall be furnished with a regular commission, and shall enjoy the privileges stipulated for consular officers in this convention, subject to the exceptions specified in Articles 3 [III] and 4 [IV].

#### 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 Serbia, of the State or the commune, 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 Serbia, 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 of every kind, 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 Serbia.

#### ARTICLE XI

In the case of the death of any citizen of the United States in Serbia, or of a Serbian 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 circumstances to the consuls or consular agents of the nation to which the deceased belongs, in order that the necessary information may be immediately forwarded to the parties interested.

Consuls-generals, consuls, vice-consuls and consular agents shall have the right to appear, personally or by delegate, in all proceedings on behalf of the absent or minor heirs or creditors until they are duly represented.

#### ARTICLE XII

In consideration of the present convention the United States consent to surrender the privileges and immunities hitherto enjoyed by their citizens in Serbia, in virtue of the Capitulations with the Ottoman Empire granted and confirmed to the United States by their treaties of 1830<sup>1</sup> and 1862.<sup>2</sup>

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<sup>1</sup> TS 267, *ante*, vol. 10, p. 619, OTTOMAN EMPIRE.

<sup>2</sup> TS 268, *ante*, vol. 10, p. 628, OTTOMAN EMPIRE.

Provided always, and it is hereby agreed, that the said Capitulations shall, as regards all judicial matters, except those affecting real estate in Serbia, remain in full force as far as they concern the mutual relations between citizens of the United States and the subjects of those other powers which, having a right to the privileges and immunities accorded by the aforesaid Capitulations, shall not have abandoned them.

### ARTICLE XIII

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 Belgrade 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.

In faith whereof, the respective plenipotentiaries have signed this convention in duplicate, and have hereunto affixed their seals.

Done at Belgrade this  $\frac{2}{14}$  day of October, 1881.

EUGENE SCHUYLER [SEAL]

CH. MIJATOVICH [SEAL]

## EXTRADITION

*Treaty signed at Belgrade for the United States and Serbia October 25, 1901*

*Senate advice and consent to ratification January 27, 1902*

*Ratified by the President of the United States March 7, 1902*

*Ratified by Serbia March 17, 1902*

*Ratifications exchanged at Belgrade May 13, 1902*

*Proclaimed by the President of the United States May 17, 1902*

*Entered into force June 12, 1902*

32 Stat. 1890; Treaty Series 406

The United States of America and His Majesty the King of Serbia, 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 Kingdom of Serbia, and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America, Charles S. Francis, Envoy Extraordinary and Minister Plenipotentiary to His Majesty the King of Servia.

His Majesty the King of Servia, M. Michel V. Vouitch, President of His Council of Ministers, Minister for Foreign Affairs, Senator, Grand Officer of the Order of Milosh the Great, Grand Cross of the Order of Takovo, Officer of the Order of the White Eagle, etc. etc.,

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 Servia mutually agree to deliver up persons who, having been charged with or convicted of any of the crimes and offenses specified in the following article, committed within the jurisdiction of one of the high 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 person so charged shall be found, would justify his or her apprehension and commitment for trial if the crime or offense had been committed there.

## ARTICLE II

Extradition shall be granted for the following crimes and offenses:

1. Murder, comprehending assassination, parricide, infanticide, and poisoning; attempt to commit murder; manslaughter, when voluntary.

2. Arson.

3. Robbery, defined to be the act of feloniously and forcibly taking from person of another money or goods, by violence or putting him in fear; burglary, defined to be the act of breaking, and entering by night, into the dwelling house of another, with intent to commit felony; housebreaking or shopbreaking.

4. Forgery, or the utterance of forged papers; the forgery or falsification of official acts of government, of public authorities, or of courts of justice, or the utterance of the thing forged or falsified.

5. The counterfeiting, falsifying or altering of money, whether coin or paper, or of instruments of debt created by national, state, provincial, or municipal governments, or of coupons thereof, or of banknotes, or the utterance or circulation of the same; or the counterfeiting, falsifying or altering of seals, dies or stamps of state; of postage and revenue stamps.

6. Embezzlement by public officers; embezzlement by persons hired or salaried, to the detriment of their employers; larceny; obtaining money, valuable securities or other property by false pretenses, or receiving money, valuable securities or other property, knowing the same to have been embezzled, stolen or fraudulently obtained, when such act is made criminal by the laws of both countries and the amount of money or the value of the property fraudulently obtained or received, is not less than two hundred dollars or one thousand francs in gold.

7. 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 or one thousand francs in gold.

8. Perjury; subornation of perjury.

9. Rape; abduction; kidnapping.

10. Wilful and unlawful destruction or obstruction of railroads which endangers human life.

11. Crimes committed at sea:

a. Piracy, by statute or by the law of nations.

b. Revolt, or conspiracy to revolt, by two or more persons on board a ship on the high seas against the authority of the master.

- c. Wrongfully sinking or destroying a vessel at sea, or attempting to do so.
- d. Assaults on board a ship on the high seas with intent to do grievous bodily harm.

12. Crimes and offenses against the laws of the United States of America for the suppression of slavery and slave trading.

Extradition is also to take place for participation in any of the crimes and offenses mentioned in this Treaty, provided such participation may be punished in the United States as felony and in Serbia as crime or offense as before specified.

### ARTICLE III

Requisitions for the surrender of fugitives from justice shall be made by the Governments of the high contracting parties through their diplomatic agents, or in the absence of such through their respective superior consular officers.

If the person whose extradition is requested shall have been convicted of a crime or offense, a duly authenticated copy of the sentence of the Court in which he has been convicted, or if the fugitive is 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 or other evidence upon which such warrant was issued, shall be produced.

The extradition of fugitives under the provisions of this Treaty shall be carried out in the United States and in Serbia, respectively, in conformity with the laws regulating extradition for the time being in force in the State on which the demand for surrender is made.

### ARTICLE IV

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 formal proofs, complaint on oath, as provided by the statutes of the United States, shall be made by an agent of the Government of Serbia before a judge or other magistrate authorized to issue warrants of arrest in extradition cases.

In the Kingdom of Serbia the diplomatic or consular officer of the United States shall apply to the Foreign Office, which will immediately cause the necessary steps to be taken in order to secure the provisional arrest and detention of the fugitive.

The provisional 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 Treaty, within two months from the date of his provisional arrest and detention.

## ARTICLE V

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

## ARTICLE VI

A fugitive criminal shall not be surrendered if the offense in respect of which his surrender is demanded be of a political character, or if he proves that the requisition for his surrender has, in fact, been made with a view to try to punish him for an offense of a political character.

No person surrendered by either of the high contracting parties to the other shall be triable or tried, or be punished, for any political crime or offense, or for any act connected therewith, committed previously to his extradition.

If any questions shall arise as to whether a case comes within the provisions of this article, the decision of the authorities of the Government on which the demand for surrender is made, or which may have granted the extradition, shall be final.

## ARTICLE VII

Extradition shall not be granted, in pursuance of the provisions of this Treaty, 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 VIII

No person surrendered by either of the high contracting parties to the other shall, without his consent, freely granted and publicly declared by him, be triable or tried or be punished for any crime or offense committed prior to his extradition, other than that for which he was delivered up, until he shall have had an opportunity of returning to the country from which he was surrendered.

## ARTICLE IX

All articles seized which are in the possession of the person to be surrendered at the time of his apprehension, whether being the proceeds of the crime or offense charged, or being material as evidence in making proof of the crime or offense, shall, so far as practicable and in conformity with the laws of the respective countries, be given up to the country making the demand, when the extradition takes place. Nevertheless, the rights of third parties with regard to such articles shall be duly respected.

## ARTICLE X

If the individual claimed by one of the high contracting parties, in pursuance of the present Treaty, shall also be claimed by one or several other powers on account of crimes or offenses committed within their respective

jurisdictions, his extradition shall be granted to the State whose demand is first received: Provided, that the Government from which extradition is sought is not bound by treaty to give preference otherwise.

#### ARTICLE XI

The expenses incurred in the arrest, detention, examination, and delivery of fugitives under this Treaty 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 expense for the services of such public 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 officers as receive only fees or perquisites shall not exceed their customary fees for the acts or services performed by them had such acts or services been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

The present Treaty shall take effect on the thirtieth day after the date of the exchange of ratifications and shall not act retroactively.

The ratifications of the present Treaty shall be exchanged at Belgrade as soon as possible, and it shall remain in force for a period of six months after either of the contracting Governments shall have given notice of a purpose to terminate it.

In witness whereof, the respective Plenipotentiaries have signed this Treaty in duplicate and have hereunto affixed their seals.

Done at Belgrade this twenty-fifth (twelfth) day of October in the year of our Lord one thousand nine hundred and one.

CHARLES S. FRANCIS	[SEAL]
DR. MICHEL VOÛTCH	[SEAL]

## REDUCTION OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes signed at Belgrade for the United States and the  
Kingdom of the Serbs, Croats, and Slovenes December 24 and 29,  
1925*

*Operative February 1, 1926*

Department of State files

*The American Legation to the Ministry for Foreign Affairs*

No. 1091

The American Legation has the honor to refer to previous correspondence relative to the conclusion of an agreement as to the duration of and the fees to be collected for the visas of the passports of Serbo-Croat-Slovene subjects and of American citizens, and more particularly to its note No. 988 of July 9th last and the notes of the Royal Ministry of Foreign Affairs Nos. KT 4562 and 4932 dated June 30th and August 1st last, respectively.

The Legation has the honor to inform the Royal Ministry that it is now authorized to conclude a reciprocal agreement with the Royal Government regarding the visas on the following basis:

Yugoslav non-immigrant visas at two dollars each valid for an unlimited number of trips during a period of six months in exchange for American non-immigrant visas at two dollars each valid for an unlimited number of trips during a period of twelve months.

Yugoslav transit visas at fifty cents each valid for a single transit in exchange for American transit visas at fifty cents each valid for a single transit.

Yugoslav transit visas including return trip at one dollar each to be granted to American citizens upon their request.

The Government of the United States in proposing these terms, which correspond with those proposed by the Royal Ministry in its two notes before mentioned, hopes that the Royal Government will see its way clear eventually to accord non-immigrant visas valid for twelve months to American citizens.

The American Legation begs that the Royal Ministry will be so good as to honor it with a reply to this note, advising it of its opinion as to the date when the present agreement may become effective, which it would like to have

fixed at as early date as may be required for previous notification to the Diplomatic and Consular representatives of the Kingdom abroad as well as the Royal authorities in the country in order that the agreement may be put into operation without any possible misunderstandings.

It is understood that until the present accord shall become effective, the provisional agreement regarding the duration of and the fees collectable for visas, as stipulated in the letter of May 1st last of the Director of the Consular Department to the American Minister, shall remain in force.

BELGRADE, *December 24, 1925.*

To

THE ROYAL MINISTRY OF FOREIGN AFFAIRS,  
E. V.

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*The Ministry for Foreign Affairs to the American Legation*

[TRANSLATION]

KINGDOM OF THE SERBS, CROATS AND SLOVENES  
MINISTRY OF FOREIGN AFFAIRS  
Consular Department

KT. No. 9702

The Royal Ministry of Foreign Affairs has the honor to acknowledge the receipt of the note No. 1091, dated the 24th instant, of the American Legation and to inform it that it is prepared to conclude an agreement regarding passport visas, on the following conditions proposed by the Legation:

"Serb-Croat-Slovene non-immigrant visas at two dollars valid for an unlimited number of journeys during a period of six months in exchange for American non-immigrant visas at two dollars valid for an unlimited number of journeys during a period of twelve months.

"Serb-Croat-Slovene transit visas at fifty cents valid for a single transit in exchange for American transit visas at fifty cents valid for a single transit.

"Serb-Croat-Slovene visas, giving the right to go and return, for one dollar each, to be delivered to American citizens upon their request.

"It is understood that until the present agreement is put into effect, the provisional agreement of May 1st of the current year regarding the fees to be collected shall remain effective."

The Royal Ministry of Foreign Affairs has just given the necessary orders to the competent authorities to apply this agreement from the 1st of February of the current year. It hopes that the date mentioned will be acceptable to the American Legation.

Regarding the desire expressed by the American Legation that the Royal Government will also accept a permanent visa valid for 12 months, the Royal

Ministry of Foreign Affairs has the honor to inform it that it will not fail to keep this desire in mind in order that it may be granted as soon as circumstances shall permit.

BELGRADE, *December 29, 1925.*

To

THE AMERICAN LEGATION,  
*Belgrade.*

## DEBT FUNDING

*Agreement signed at Washington for the United States and the Kingdom of the Serbs, Croats, and Slovenes May 3, 1926*

*Operative from June 15, 1925*

*Ratified by Yugoslavia June 18, 1926*

*Approved by Act of Congress March 30, 1928<sup>1</sup>*

Treasury Department print

### AGREEMENT

Made the 3rd day of May, 1926, at the City of Washington, District of Columbia, between the KINGDOM OF THE SERBS, CROATS AND SLOVENES, party of the first part, and the UNITED STATES OF AMERICA, hereinafter called the UNITED STATES, party of the second part.

WHEREAS, the Kingdom of the Serbs, Croats and Slovenes is indebted to the United States as of June 15, 1925, upon obligations in the aggregate principal amount of \$51,037,886.39, together with interest accrued and unpaid thereon; and

WHEREAS, the Kingdom of the Serbs, Croats and Slovenes 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 the Kingdom of the Serbs, Croats and Slovenes upon the terms 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 indebtedness to be funded, after allowing for certain cash payments made or to be made by the Kingdom of the Serbs, Croats and Slovenes is \$62,850,000, which has been computed as follows:

Principal of obligations acquired for cash advanced under Liberty Bond Acts.....	\$26, 126, 574. 59
Accrued and unpaid interest at 4¼% per annum to December 15, 1922.....	4, 073, 423. 14
	<hr/>

\$30, 199, 997. 73

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<sup>1</sup> 45 Stat. 399.

Principal of obligations acquired by Secretary of War for surplus war supplies sold on credit.....	\$24, 978, 020. 99	
Accrued and unpaid interest at $4\frac{1}{4}\%$ per annum to December 15, 1922.....	3, 358, 790. 45	
		\$28, 336, 811. 44
		\$58, 536, 809. 17
Accrued interest at 3% per annum from December 15, 1922, to June 15, 1925.....		4, 390, 260. 69
		\$62, 927, 069. 86
Credits:		
Payments on account of principal since December 15, 1922.....	66, 709. 1 <sup>c</sup>	
Interest thereon at 3% to June 15, 1925.....	3, 248. 28	69, 957. 47
Total net indebtedness as of June 15, 1925.....		\$62, 857, 112. 39
To be paid in cash upon execution of Agreement...		7, 112. 39
Total indebtedness to be funded into bonds.....		\$62, 850, 000. 00

2. *Payment.* In order to provide for the payment of the indebtedness thus to be funded the Kingdom of the Serbs, Croats and Slovenes will issue to the United States at par bonds of the Kingdom of the Serbs, Croats and Slovenes in the aggregate principal amount of \$62,850,000, dated June 15, 1925, and maturing serially on the several dates and in the amounts fixed in the following schedule:

June 15—		June 15—	
1926.....	\$200,000	1958.....	\$912,000
1927.....	200,000	1959.....	938,000
1928.....	200,000	1960.....	961,000
1929.....	200,000	1961.....	984,000
1930.....	200,000	1962.....	1,018,000
1931.....	225,000	1963.....	1,054,000
1932.....	250,000	1964.....	1,090,000
1933.....	275,000	1965.....	1,129,000
1934.....	300,000	1966.....	1,168,000
1935.....	325,000	1967.....	1,209,000
1936.....	350,000	1968.....	1,251,000
1937.....	375,000	1969.....	1,295,000
1938.....	400,000	1970.....	1,340,000
1939.....	450,000	1971.....	1,388,000
1940.....	488,000	1972.....	1,436,000
1941.....	524,000	1973.....	1,486,000
1942.....	562,000	1974.....	1,538,000
1943.....	604,000	1975.....	1,592,000
1944.....	648,000	1976.....	1,648,000
1945.....	697,000	1977.....	1,706,000
1946.....	707,000	1978.....	1,765,000
1947.....	718,000	1979.....	1,827,000
1948.....	729,000	1980.....	1,891,000
1949.....	746,000	1981.....	1,957,000
1950.....	764,000	1982.....	2,026,000
1951.....	782,000	1983.....	2,097,000
1952.....	801,000	1984.....	2,170,000
1953.....	820,000	1985.....	2,246,000
1954.....	838,000	1986.....	2,324,000
1955.....	855,000	1987.....	2,406,000
1956.....	873,000		
1957.....	892,000		
		Total.....	\$62,850,000

PROVIDED, HOWEVER, That the Kingdom of the Serbs, Croats and Slovenes, at its option, upon not less than ninety days' advance notice to the United States, may postpone any payment on account of principal falling due as hereinabove provided, after June 15, 1937, 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 the Kingdom of the Serbs, Croats and Slovenes shall at any time exercise this option as to any payment of principal, the payment falling due in the second succeeding year can not be postponed at all unless and until the payments of principal due two years and one year previous thereto shall actually have been made. All such postponed payments of principal shall bear interest at the rate of  $4\frac{1}{4}\%$  per annum payable semiannually.

3. *Form of Bond.* 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, and shall be signed for the Kingdom of the Serbs, Croats and Slovenes by its Minister at Washington, or by its other duly authorized representative. The bonds shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit A", and shall be issued in 62 pieces with maturities and in denominations as hereinabove set forth and shall bear no interest until June 15, 1937, and thereafter shall bear interest at the rate of  $\frac{1}{8}$  of 1% per annum from June 15, 1937, to June 15, 1940; at the rate of  $\frac{1}{2}$  of 1% per annum from June 15, 1940, to June 15, 1954; at the rate of 1% per annum from June 15, 1954, to June 15, 1957; at the rate of 2% per annum from June 15, 1957, to June 15, 1960, and at the rate of  $3\frac{1}{2}\%$  per annum after June 15, 1960, all payable semiannually on June 15 and December 15 of each year, 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 the Kingdom of the Serbs, Croats and Slovenes, 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.

All payments, whether in cash or in obligations of the United States, to be made by the Kingdom of the Serbs, Croats and Slovenes on account of the principal of or interest on 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 the Kingdom of the Serbs, Croats and Slovenes or any political or local taxing authority within the Kingdom of the Serbs, Croats and Slovenes, 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 the Kingdom of the Serbs, Croats and Slovenes, or (c) a corporation not organized under the laws of the Kingdom of the Serbs, Croats and Slovenes.

6. *Payments before Maturity.* The Kingdom of the Serbs, Croats and Slovenes, at its option, on June 15 or December 15 of any year, upon not less than ninety days' advance notice 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 hereunder and held by the United States. Any such advance payments shall be applied to the principal of such bonds as may be indicated by the Kingdom of the Serbs, Croats and Slovenes at the time of the payment.

7. *Exchange for Marketable Obligations.* The Kingdom of the Serbs, Croats and Slovenes 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, payment in obligations of the United States issued after April 6, 1917, and the like, as the bonds surrendered on such exchange. The Kingdom of the Serbs, Croats and Slovenes 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 the Kingdom of the Serbs, Croats and Slovenes, will first offer them to the Kingdom of the Serbs, Croats and Slovenes for purchase at par and accrued interest, if any, and the Kingdom of the Serbs, Croats and Slovenes 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. The Kingdom of the Serbs, Croats and Slovenes 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 the Kingdom of the Serbs, Croats and Slovenes 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.

8. *Cancellation and Surrender of Obligations.* Upon the execution of this Agreement, the delivery to the United States of the principal amount of bonds of the Kingdom of the Serbs, Croats and Slovenes to be issued hereunder, together with satisfactory evidence of authority for the execution of this Agreement by the representative of the Kingdom of the Serbs, Croats and Slovenes and for the execution of the bonds to be issued hereunder, the United States will cancel and surrender to the Kingdom of the Serbs, Croats and Slovenes at the Treasury of the United States in Washington, the obligations of the Kingdom of the Serbs, Croats and Slovenes held by the United States.

9. *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 the Kingdom of the Serbs, Croats and Slovenes at Washington or at the office of the Ministry of Finance at Belgrade; and any notice, request or election from or by the Kingdom of the Serbs, Croats and Slovenes shall be sufficient if delivered to the American Legation at Belgrade or to the Secretary of 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.

10. *Compliance with Legal Requirements.* The Kingdom of the Serbs, Croats and Slovenes 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 the Kingdom of the Serbs, Croats and Slovenes and in conformity therewith.

11. *Counterparts.* This Agreement shall be executed in two counterparts, each of which shall have the force and effect of an original.

IN WITNESS WHEREOF the Kingdom of the Serbs, Croats and Slovenes has caused this Agreement to be executed on its behalf by Dr. George Diouritch, its Envoy Extraordinary and Minister Plenipotentiary to the Court of St. James and Commissioner for the funding of the debt at Washington, thereunto duly authorized, subject, however, to ratification in the Kingdom of

the Serbs, Croats, and Slovenes, 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, subject, however, to the approval of Congress, pursuant to the Act of Congress approved February 9, 1922,<sup>2</sup> as amended by the Act of Congress approved February 28, 1923,<sup>3</sup> and as further amended by the Act of Congress approved January 21, 1925,<sup>4</sup> all on the day and year first above written.

The Kingdom of the Serbs, Croats and Slovenes,  
By GEORGE DIOURITCH.

The United States of America,  
For the World War Foreign Debt Commission.  
By ANDREW W. MELLON,  
*Secretary of the Treasury and Chairman  
of the Commission.*

Approved:

CALVIN COOLIDGE,  
*President.*

## EXHIBIT A

(Form of Bond)

## THE KINGDOM OF THE SERBS, CROATS AND SLOVENES

The Kingdom of the Serbs, Croats and Slovenes, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on June 15, 19\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and to pay interest upon said principal sum after June 15, 1937, at the rate of  $\frac{1}{8}$  of 1% per annum from June 15, 1937, to June 15, 1940, at the rate of  $\frac{1}{2}$  of 1% per annum from June 15, 1940, to June 15, 1954, at the rate of 1% per annum from June 15, 1954, to June 15, 1957, at the rate of 2% per annum from June 15, 1957, to June 15, 1960, and at the rate of 3½% per annum after June 15, 1960, all payable semiannually on the 15th day of December and June in each year, 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 the Kingdom of the Serbs, Croats and Slovenes, 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 the Kingdom of the Serbs, Croats and Slovenes or any political or local taxing authority within the Kingdom of the Serbs, Croats and Slovenes 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 the Kingdom of the Serbs, Croats and Slovenes, or (c) a corporation not organized under the

<sup>2</sup> 42 Stat. 363.

<sup>3</sup> 42 Stat. 1325.

<sup>4</sup> 43 Stat. 763.

laws of the Kingdom of the Serbs, Croats and Slovenes. 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 2 of an Agreement dated May 3, 1926, between the Kingdom of the Serbs, Croats and Slovenes and the United States, to which Agreement this bond is subject and to which reference is hereby made.

IN WITNESS WHEREOF, the Kingdom of the Serbs, Croats and Slovenes has caused this bond to be executed in its behalf by its Envoy Extraordinary and Minister Plenipotentiary at Washington, thereunto duly authorized, as of June 15, 1925.

THE KINGDOM OF THE SERBS, CROATS AND SLOVENES

By

*Envoy Extraordinary and Minister Plenipotentiary.*

## ARBITRATION

*Treaty signed at Washington for the United States and the Kingdom of the Serbs, Croats, and Slovenes January 21, 1929*

*Senate advice and consent to ratification January 31, 1929*

*Ratified by the President of the United States February 14, 1929*

*Ratified by the Kingdom of the Serbs, Croats, and Slovenes May 18, 1929*

*Ratifications exchanged at Washington June 22, 1929*

*Entered into force June 22, 1929*

*Proclaimed by the President of the United States June 22, 1929*

46 Stat. 2293; Treaty Series 790

The President of the United States of America and His Majesty the King of the Serbs, Croats and Slovenes,

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. Frank B. Kellogg, Secretary of State of the United States of America; and

His Majesty the King of the Serbs, Croats and Slovenes:

Mr. Bojidar Pouritch, Chargé d'Affaires ad interim of the Kingdom of the Serbs, Croats and Slovenes at 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 the Kingdom of the Serbs, Croats and Slovenes 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 the Kingdom of the Serbs, Croats and Slovenes 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 His Majesty the King of the Serbs, Croats and Slovenes in accordance with the constitutional laws of that Kingdom.

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

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<sup>1</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 French languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the twenty-first day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B. KELLOGG [SEAL]

DR. BOJIDAR POURITCH [SEAL]

## CONCILIATION

*Treaty signed at Washington for the United States and the Kingdom of the Serbs, Croats, and Slovenes January 21, 1929*

*Senate advice and consent to ratification January 31, 1929*

*Ratified by the President of the United States February 14, 1929*

*Ratified by the Kingdom of the Serbs, Croats, and Slovenes May 18, 1929*

*Ratifications exchanged at Washington June 22, 1929*

*Entered into force June 22, 1929*

*Proclaimed by the President of the United States June 22, 1929*

46 Stat. 2297; Treaty Series 791

The President of the United States of America and His Majesty the King of the Serbs, Croats and Slovenes, being desirous to strengthen the bonds of amity that bind their two countries 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 Majesty the King of the Serbs, Croats and Slovenes:

Mr. Bojidar Pouritch, Chargé d'Affaires ad interim of the Kingdom of the Serbs, Croats and Slovenes at 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 the Kingdom of the Serbs, Croats and Slovenes, 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 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 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 His Majesty the King of the Serbs, Croats and Slovenes in accordance with the constitutional laws of that Kingdom.

The ratification 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 twenty-first day of January in the year of our Lord one thousand nine hundred and twenty-nine.

FRANK B. KELLOGG	[SEAL]
DR. BOJIDAR POURITCH	[SEAL]

## NARCOTIC DRUGS

*Exchange of notes signed at Belgrade February 17, 1928, and May 8, 1930*

*Entered into force May 8, 1930*

Department of State files

*The American Legation to the Ministry for Foreign Affairs*

LEGATION OF THE UNITED STATES  
OF AMERICA

No. 1600

The Legation of the United States of America has the honor of bringing to the knowledge of the Royal Ministry of Foreign Affairs that the Treasury Department of the United States, desirous of bringing about a stricter control of the illicit traffic in narcotic drugs, would like to establish a closer collaboration between the appropriate administrative officials of the United States and of the Kingdom of the Serbs, Croats and Slovenes. The Treasury Department is notably interested in the following questions: 1) The direct exchange between the Treasury Department and the corresponding office of the Kingdom of information and evidence with reference to persons engaged in the illicit traffic. This would include such information as photographs, criminal records, finger prints, 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. Unless such information as this 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 of the work, as above-mentioned, 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 Legation is instructed by its Government to bring the above to the knowledge of the Royal Ministry and to inquire if the Royal Government is willing to introduce an effective arrangement, in accordance with the above-mentioned plan, with the object of a mutual cooperation in the sup-

pression of the illicit traffic in narcotics. The Legation would be desirous of knowing, in case of acceptance, the name and the address of the appropriate officer with whom the representative of the Treasury Department, Colonel L. G. Nutt, would have to communicate.

The Legation would be greatly obliged to the Royal Ministry if the latter kindly considered the present request as urgent and if it recommended it as such to the competent Department.

BELGRADE, *February 17, 1928.*

[LEGATION SEAL]

TO THE

ROYAL MINISTRY OF FOREIGN AFFAIRS,  
*E.V.*

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*The Ministry for Foreign Affairs to the American Legation*

[TRANSLATION]

KINGDOM OF YUGOSLAVIA  
MINISTRY FOR FOREIGN AFFAIRS  
PBr. 8584

In response to the notes verbales of the Legation of the United States of America, No. 1600 dated February 17, 1928 and No. 1977 dated January 3, 1930, concerning direct cooperation between the competent authorities of the Kingdom of Yugoslavia and of the United States of America for the mutual control of illicit traffic in narcotic drugs, the Ministry for Foreign Affairs has the honor to communicate to the Legation that the Royal Government will be entirely disposed to collaborate with the Government of the Republic in this humanitarian work. To this effect, the Ministry of Commerce and Industry, which has charge of this control, has just appointed Dr. Rudolf Steinmetz, Director in the Ministry of Commerce and Industry and President of the Consultative Opium Commission of the Royal Government, who will enter into contact with the Deputy Commissioner in charge of Narcotics, Treasury Department, Washington, D.C. In case of his absence, Dr. Steinmetz will be replaced by Mr. Milivoj Pilja, Inspector in the Ministry of Commerce and Industry and Vice President of the Consultative Opium Commission, whose telegraphic address is one and the same: Ministarstvo Trgovine i industrije—za predsednika Savetodvneг Odbora a Opium, Belgrade.

The Royal Government would be grateful to the Legation of the United States of America for communicating the preceding to the Government of the Republic.

BELGRADE, *May 8, 1930.*

[FOREIGN OFFICE SEAL]

TO THE LEGATION OF THE UNITED STATES OF AMERICA,  
*Belgrade.*

## TAKING OF TESTIMONY BY CONSULAR OFFICERS

*Exchange of notes verbale at Belgrade October 17 and 24, 1938*  
*Entered into force October 24, 1938*

Department of State files

*The American Legation to the Ministry for Foreign Affairs*

LEGATION OF THE UNITED STATES  
OF AMERICA

### NOTE VERBALE

No. 224

The Minister of the United States of America presents his compliments to His Excellency the President of the Council and Minister for Foreign Affairs and, with reference to the Royal Ministry's note verbale P. No. 17.078 of August 18, 1938, has the honor to bring to the attention of the Royal Ministry of Foreign Affairs that the Legation has now received from the Department of State at Washington a communication with regard to the matter of the taking of testimony by American consular officers in Yugoslavia, and by Yugoslav consular officials in the United States of America.

It will be recalled that the Royal Ministry suggested that this matter might be settled on a basis of reciprocity by an exchange of notes between this Legation and the Royal Ministry, to the effect that both the Government of the United States and the Government of Yugoslavia will permit consular officials of the other country to take the testimony of the persons concerned or of the witnesses, regardless of their nationality and without the necessity of making any special request to the authorities of the Government of the country in which such testimony is taken.

Mr. Lane has now been instructed by his Government to inform the Royal Yugoslav Government that the Government of the United States does not object to a foreign consular officer stationed in the United States taking the depositions of nationals of any country, provided they appear voluntarily before the consular officer, and, accordingly, Yugoslav consular officers in the United States of America would enjoy the faculty of taking evidence of persons residing in the United States of America, whatever the nationality

of the parties concerned or of the witnesses may be, provided voluntary appearance is made, and without any special request to or the intervention of the authorities of the United States Government. It is hoped that the Royal Ministry will transmit to the Legation a declaration in the same sense so that this matter may be considered as definitively settled.

Mr. Lane avails himself of this occasion to renew to His Excellency, Dr. Milan M. Stojadinovic, the assurances of his highest consideration.

BELGRADE, *October 17, 1938*

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*The Ministry for Foreign Affairs to the American Legation*

[TRANSLATION]

KINGDOM OF YUGOSLAVIA  
MINISTRY FOR FOREIGN AFFAIRS  
P.No. 23.928 Am-83

NOTE VERBALE

With reference to the Note verbale of the Legation of the United States of America, No. 224, dated October 17, 1938, in which the Legation was good enough to bring to the attention of the Royal Ministry of Foreign Affairs that the American Government had no objections to Yugoslav consular officers stationed in the United States taking testimony of persons residing in the United States, regardless of the nationality of the parties concerned or of the witnesses, provided voluntary appearance is made, and without any special authorization from the authorities of the Government of the United States. The Royal Ministry of Foreign Affairs has the honor to inform the Legation that the Royal Government of Yugoslavia has no objections to the taking of testimony by consular officers of the United States of America stationed in Yugoslavia of persons residing in Yugoslavia, regardless of the nationality of the parties concerned or of the witnesses, provided voluntary appearance is made before the officers referred to above, and without any special authorization from the authorities of the Government of the Kingdom of Yugoslavia.

The Royal Ministry takes this opportunity to renew to the Legation of the United States of America the assurances of its high consideration.

BELGRADE, *October 24, 1938*

[FOREIGN OFFICE SEAL]

TO THE

LEGATION OF THE UNITED STATES OF AMERICA,  
*Belgrade.*

## LEND-LEASE <sup>1</sup>

*Preliminary agreement signed at Washington July 24, 1942*  
*Entered into force July 24, 1942*

56 Stat. 1570; Executive Agreement Series 263

Whereas the Government of the United States of America and the Royal Yugoslav Government 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 Government of the United States of America and the Royal Yugoslav Government, 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 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;<sup>3</sup>

And whereas the President of the United States of America has determined, pursuant to the Act of Congress of March 11, 1941,<sup>4</sup> that the defense of Yugoslavia 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 the Royal Yugoslav Government aid in resisting aggression;

And whereas it is expedient that the final determination of the terms and conditions upon which the Royal Yugoslav Government 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 Yugoslavia and will promote the establishment and maintenance of world peace;

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<sup>1</sup> See also lend-lease settlement agreement of July 19, 1948 (TIAS 1779, *post*, p. 1273).

<sup>2</sup> EAS 236, *ante*, vol. 3, p. 697.

<sup>3</sup> EAS 236, *ante*, vol. 3, p. 686.

<sup>4</sup> 55 Stat. 31.

And whereas the Government of the United States of America and the Royal Yugoslav Government 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 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 Yugoslavia 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 Royal Yugoslav Government 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 Royal Yugoslav Government 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 Royal Yugoslav Government 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 Royal Yugoslav Government.

#### ARTICLE IV

If, as a result of the transfer to the Royal Yugoslav Government 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 Royal Yugoslav Government 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 Royal Yugoslav Government 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 Royal Yugoslav Government full cognizance shall be taken of all property, services, information, facilities, or other benefits or considerations provided by the Royal Yugoslav Government 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 Royal Yugoslav Government 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 the Royal Yugoslav Government, 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 at Washington in duplicate this twenty-fourth 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 Royal Yugoslav Government:

M. NINTCHITCH [SEAL]

*Minister of Foreign Affairs  
of Yugoslavia*

## MILITARY SERVICE

*Exchange of notes at Washington March 31 and May 14, 1942;  
related notes dated June 25 and September 30, 1942*

*Entered into force May 18, 1942*

*Terminated March 31, 1947*<sup>1</sup>

56 Stat. 1917; Executive Agreement Series 309

*The Acting Secretary of State to the Yugoslav Minister*

DEPARTMENT OF STATE

WASHINGTON

*March 31, 1942*

SIR:

I have the honor to refer to my note of March 24, in acknowledgment of your note of March 10 referring to the desire of your Government to engage in its armed forces certain Yugoslav citizens resident in the United States.

Various Departments and agencies of this Government were consulted, as noted in my preliminary acknowledgment of your note, in the formulation of the procedure under which the status of alien residents of the United States would be determined, with regard to the United States Selective Training and Service Act of 1940,<sup>2</sup> as amended. This uniform procedure, which would be applicable to persons of the classes mentioned in your note, may be set forth as follows:

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 eighteen and sixty-five 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 Train-

<sup>1</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

<sup>2</sup> 54 Stat. 885.

ing 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.

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 Kingdom of Yugoslavia 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  
CONSTANTIN FOTITCH,  
*Minister of Yugoslavia.*

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*The Yugoslav Minister to the Under Secretary of State*

ROYAL YUGOSLAV LEGATION  
WASHINGTON, D.C.  
Pov. No. 399

MAY 14, 1942

MR. SECRETARY:

I have the honor to refer to your note of March 31, 1942 and to inform you that my Government shares entirely the view of the United States Government, and agrees to the stipulations set forth in the paragraphs of your letter a, b, and c, concerning the recruiting of Yugoslav citizens residing in the United States.

Accept, Mr. Secretary, the assurances of my highest consideration.

CONST. FOTITCH

The Honorable  
Mr. SUMNER WELLES,  
*The Under Secretary of State,  
Department of State,  
Washington, D.C.*

*The Secretary of State to the Yugoslav Minister*

The Secretary of State presents his compliments to the Honorable the Minister of Yugoslavia and refers to the Minister's note no. 399 of May 14, 1942, stating that the Yugoslav Government agrees to the stipulations set forth in the paragraphs lettered as a, b, and c in the Department's note of March 31, concerning the recruiting of Yugoslav citizens residing in the United States.

This information was duly communicated to the Director of the Selective Service System who has informed the Department that Major S. G. Parker, at the National Headquarters of the Selective Service System, will be available to discuss related problems with officials of the Yugoslav Government at their convenience.

DEPARTMENT OF STATE,  
*Washington, June 25, 1942*

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*The Secretary of State to the Yugoslav Minister*

DEPARTMENT OF STATE  
WASHINGTON  
*September 30, 1942*

SIR:

I have the honor to refer to the arrangement between Yugoslavia 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 Yugoslav 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 Yugoslav forces.

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, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:  
BRECKINRIDGE LONG

The Honorable  
CONSTANTIN FOTITCH,  
*Minister of Yugoslavia.*

## SPECIAL TARIFF POSITION OF PHILIPPINES

*Exchange of notes at Washington May 4 and October 3, 1946, modifying treaty of October 14, 1881  
Entered into force October 3, 1946*

61 Stat. 2451; Treaties and Other  
International Acts Series 1572

*The Acting Secretary of State to the Yugoslav Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
May 4, 1946

SIR:

With reference to the forthcoming independence of the Philippines on July 4, 1946, my Government considers that provision for a transitional period for dealing with the special tariff position which Philippine products have occupied for many years in the United States is an essential accompaniment to Philippine independence. Accordingly, under the Philippine Trade Act approved April 30, 1946,<sup>1</sup> goods the growth, produce or manufacture of the Philippines will enter the United States free of duty until 1954, after which they will be subject to gradually and regularly increasing rates of duty or decreasing duty-free quotas until 1974 when general rates will become applicable and all preferences will be completely eliminated.

Since the enactment of the Philippine Independence Act approved March 24, 1934,<sup>2</sup> my Government has foreseen the probable necessity of providing for such a transitional period and has since then consistently excepted from most-favored-nation obligations which it has undertaken toward foreign governments advantages which it might continue to accord to Philippine products after the proclamation of Philippine independence. Some thirty instruments in force with other governments, for example, permit the continuation of the exceptional tariff treatment now accorded by my Government to Philippine products, irrespective of the forthcoming change in the Commonwealth's political status.

<sup>1</sup> 60 Stat. 141.

<sup>2</sup> 48 Stat. 456.

With a view, therefore, to placing the relations between the United States and Yugoslavia upon the same basis, with respect to the matters involved, as the relations existing under the treaties and agreements referred to in the preceding paragraph, my Government proposes that the most-favored-nation provisions of the Treaty for Facilitating and Developing Commercial Relations between the United States and Yugoslavia signed October 2/14, 1881,<sup>3</sup> shall not be understood to require the extension to Yugoslavia of advantages accorded by the United States to the Philippines.

In view of the imminence of the inauguration of an independent Philippine Government, I should be glad to have the reply of your Government to this proposal at an early date.

Accept, Sir, the renewed assurances of my high consideration.

DEAN ACHESON  
*Acting Secretary of State*

Dr. SERGIJE MAKIEDO,  
*Chargé d'Affaires ad interim of Yugoslavia.*

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*The Yugoslav Ambassador to the Acting Secretary of State*

EMBASSY OF THE FEDERAL PEOPLE'S  
REPUBLIC OF YUGOSLAVIA  
WASHINGTON

Pov. Br. 1297

SIR:

I have the honor to inform you that the Government of the Federal People's Republic of Yugoslavia has accepted the proposal of the Government of the United States of America that the most-favored-nation provisions of the Treaty for Facilitating and Developing Commercial Relations between the United States and Yugoslavia signed October 2/14, 1881, shall not be understood to require the extension to Yugoslavia of advantages accorded by the United States to the Philippines.

Accept, Sir, the renewed assurances of my high consideration.

WASHINGTON, *October 3, 1946*

S. N. KOSANOVIĆ  
*Ambassador of Yugoslavia*

The Honorable  
*the Acting Secretary of State,*  
*Washington, D.C.*

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<sup>3</sup> TS 319, *ante*, p. 1227.

## LEND-LEASE SETTLEMENT

*Agreement signed at Washington July 19, 1948*  
*Entered into force July 19, 1948*

62 Stat. 2133; Treaties and Other  
International Acts Series 1779

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA REGARDING SETTLEMENT FOR LEND-LEASE, MILITARY RELIEF, AND CLAIMS

The Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia have reached an understanding regarding a settlement for lend-lease, for the obligation of the Government of Yugoslavia to the Government of the United States for civilian supplies furnished as military relief, and for other claims of each Government against the other arising out of the conduct of the war. In arriving at this understanding, both Governments have recognized the benefits accruing to each from the contributions of both to the defeat of their common enemies. This settlement is complete and final and both Governments agree that, except as provided in this Agreement, no further benefits will be sought by either Government from the other as consideration for the foregoing.

1. 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>1</sup>

- (a) to the Government of Yugoslavia, or
- (b) to any other government and retransferred to the Government of Yugoslavia.

2. The Government of Yugoslavia receives, without qualification as to disposition or use, full title to all lend-lease articles, other than those described in numbered paragraphs 3 and 4 below.

3. The Government of the United States reserves the right to recapture any lend-lease articles of types defined as arms, ammunition and implements of war by Proclamation Number 2776 issued by the President of the United

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<sup>1</sup> 55 Stat. 31.

States on March 26, 1948, 13 Federal Register 1623, March 27, 1948, which are held by the Government of Yugoslavia on the date on which notice requesting return is communicated to the Government of Yugoslavia. The Government of the United States has indicated that it does not intend to exercise generally its right to recapture such articles. The Government of Yugoslavia will not retransfer or dispose of such articles to any third country or for export without the prior consent of the Government of the United States.

4. To the extent required by United States law, vessels which were made available to the Government of Yugoslavia under lend-lease will be returned to the Government of the United States.

5. The Government of Yugoslavia, in consideration of supplies and services received as lend-lease, in consideration of its obligation to the Government of the United States for civilian supplies received as military relief, and in consideration of the other provisions of this Agreement, will pay to the Government of the United States the sum of 45,000,000 Yugoslav dinars, by either of the methods designated in subparagraphs (a) and (b) below, or any combination thereof, designated by the Government of the United States:

(a) By delivery of title to the Government of the United States of such real property and improvements to real property in Yugoslavia for diplomatic or consular purposes, as may be selected and determined by agreement between the two Governments, at values or prices to be agreed between the two Governments;

(b) By providing to the Government of the United States, at such time or times and in such amounts as may be desired by the Government of the United States, Yugoslav currency to be used for the purchase of such real property and improvements to real property in Yugoslavia for diplomatic or consular purposes or for such other expenses of United States diplomatic or consular missions, excepting the purchase of commodities for export, as the Government of the United States may desire. The Government of Yugoslavia agrees that with respect to the Yugoslav dinars to be paid by the Government of Yugoslavia as above, the Government of Yugoslavia will grant the Government of the United States privileges and rates of conversion, in the event of any future currency conversion, no less favorable than those granted generally to nationals of Yugoslavia and in no event less favorable than those granted to the Government of any third country. The Government of Yugoslavia agrees that, should any future currency conversion nevertheless result in inequity to the Government of the United States with respect to any amount of such Yugoslav dinars, the privileges and rates of conversion to be applied to such amount of Yugoslav dinars shall be subject to agreement between the two Governments.

6. In reference to numbered paragraph 5 above, in case the Government of the United States wishes to acquire any property located in Yugoslavia,

real or personal, tangible or intangible, except for export, or to furnish any property so located, the Government of Yugoslavia will at any time or times, as requested by the Government of the United States, enter into negotiations, and use its best efforts consistent with public policy, to reach an agreement with the Government of the United States whereby there will be delivered to the Government of the United States the properties, improvements, or furnishings which the Government of the United States desires or its representatives have selected. Representatives of the Government of the United States 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 or improvements or furnishings to the Government of the United States.

7. The Government of Yugoslavia will process the claims described in the following subparagraphs (a), (b), (c), and (d) and will discharge the liability with respect thereto of the Government of the United States and of individuals, firms, and corporations against whom such claims are asserted:

(a) Claims against the Government of the United States, or respecting which the ultimate liability is that of the Government of the United States, arising from maritime incidents or transactions occurring on or after April 6, 1941 and prior to July 1, 1946, asserted in courts of Yugoslavia or asserted anywhere by individuals, firms, and corporations, nationals of Yugoslavia at the time of the event giving rise to the claims.

(b) Claims of individuals, firms, and corporations domiciled in Yugoslavia at the time of the use or infringement giving rise to the claim against the Government of the United States, its contractors or subcontractors, for royalties under contracts for the use of inventions, patented or unpatented, or for infringement of patent rights, in connection with war production carried on or contracted for on or after April 6, 1941 and prior to July 1, 1946 by the Government of the United States, its contractors or subcontractors.

(c) Claims of individuals, firms, and corporations domiciled in Yugoslavia at the time of the event giving rise to the claim against the Government of the United States arising out of the requisitioning on or after April 6, 1941 and prior to July 1, 1946 for use in the war program of property located in the United States in which the claimant asserts an interest.

(d) Claims, whether contractual or noncontractual, of individuals, firms, and corporations domiciled in Yugoslavia at the time of the event giving rise to the claim against the Government of the United States, its agents, employees, and military personnel, arising out of any act or omission of its agents, employees, and military personnel, both line-of-duty and non-line-of-duty, occurring on or after April 6, 1941 and prior to July 1, 1946.

8. The Government of the United States and the Government of Yugoslavia, except as otherwise provided in this Agreement, mutually waive all

claims of each against the other, and against agents, employees, and military personnel of the other, described in the following subparagraphs (a), (b), (c), (d) and (e) :

(a) Claims arising out of lend-lease.

(b) Claims arising out of military relief.

(c) Claims arising out of the procurement or furnishing of supplies and services through any other arrangements on or after April 6, 1941 and prior to July 1, 1946, other than claims of Yugoslav nationals for services performed for the United States Forces while in the custody of such Forces and represented by military payment orders or certificates of credit balances issued by such Forces.

(d) Claims arising out of the billeting of personnel on or after April 6, 1941 and prior to July 1, 1946.

(e) Claims arising out of maritime collisions and other ocean shipping incidents and transactions occurring on or after April 6, 1941 and prior to July 1, 1946.

9. Nothing in this Agreement affects the obligation of the Government of Yugoslavia under Article IV of the Preliminary Agreement of July 24, 1942.<sup>2</sup>

10. To the extent that the provisions of this Agreement are inconsistent with those contained in any previous agreement, the provisions of this Agreement shall prevail.

11. This Agreement shall be effective 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 Washington in duplicate this nineteenth day of July, 1948.

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 Federal People's Republic of  
Yugoslavia :

OBREN BLAGOJEVIC

*Deputy Minister of Finance*

*of the Federal People's Republic of Yugoslavia*

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<sup>2</sup> EAS 263, *ante*, p. 1263.

## SETTLEMENT OF PECUNIARY CLAIMS

*Agreement, aide-memoire, and exchange of notes signed at Washington  
July 19, 1948  
Entered into force July 19, 1948*

62 Stat. 2658; Treaties and Other  
International Acts Series 1803

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA RE- GARDING PECUNIARY CLAIMS OF THE UNITED STATES AND ITS NATIONALS

The Government of the United States of America and the Government of the Federal People's Republic of Yugoslavia, being desirous of effecting an expeditious and equitable settlement of claims of the United States of America and of its nationals against Yugoslavia, have agreed upon the following articles:

#### ARTICLE 1

(a) The Government of Yugoslavia agrees to pay, and the Government of the United States agrees to accept, the sum of \$17,000,000 United States currency in full settlement and discharge of all pecuniary claims of the Government of the United States against the Government of Yugoslavia, other than those arising from Lend-Lease and civilian supplies furnished as military relief, arising between September 1, 1939 and the date hereof, and in full settlement and discharge of all claims of nationals of the United States against the Government of Yugoslavia on account of the nationalization and other taking by Yugoslavia of property and of rights and interests in and with respect to property, which occurred between September 1, 1939 and the date hereof.

(b) Such payment by the Government of Yugoslavia shall be made to the Secretary of State of the United States of America within forty-five days after the signing of this Agreement.

(c) If, upon adjudication made by the agency established or otherwise designated by the Government of the United States to adjudicate claims settled under this Agreement, it is found that the sum of \$17,000,000 payable by the Government of Yugoslavia under the provisions of the Agree-

ment is in excess of the total sum of the claims determined to be valid, exclusive of any interest on such claims for the period beginning on the date of the payment referred to in paragraph (a) of this Article, plus the costs of adjudication, if any, not borne by the claimants, the Government of the United States shall take the necessary steps to return such excess amount to the Government of Yugoslavia.

## ARTICLE 2

The claims of nationals of the United States to which reference is made in Article 1 of this Agreement include those respecting property, and rights and interests in and with respect to property, which at the time of nationalization or other taking were:

(A) Directly owned by an individual who at such time was a national of the United States.

(B) Directly owned by a juridical person organized under the laws of the United States, or a constituent state or other political entity thereof, twenty percent or more of any class of the outstanding securities of which were at such time owned by individual nationals of the United States, directly, or indirectly through interests in one or more juridical persons of whatever nationality, or otherwise; or

(C) Indirectly owned by an individual within category (A) above, or by a juridical person within category (B) above, through interests, direct, or indirect in one or more juridical persons not within category (B) above, or otherwise.

## ARTICLE 3

The claims of nationals of the United States to which reference is made in Article 1 of this Agreement do not include claims of individual nationals of the United States who did not possess such nationality at the time of the nationalization or other taking, which claims shall be subject to compensation by the Government of Yugoslavia, either by direct negotiations between that Government and the respective claimants or under compensation procedures prescribed by Yugoslav law.

## ARTICLE 4

(a) Nothing herein contained shall constitute or be construed to constitute a waiver or release by the Government of Yugoslavia of any claims it or any Yugoslav national may have against any national of the United States.

(b) Claimants against the Government of Yugoslavia for compensation on account of the nationalization or other taking of enterprises, whose claims with respect to such nationalization or other taking are claims which are fully settled and discharged by this Agreement, receiving payment out of the funds to be paid by the Government of Yugoslavia under Article 1 of this

Agreement shall be deemed to have undertaken to hold the Government of Yugoslavia, and the respective successor enterprises established by such Government, harmless against, and to have assumed, all debt obligations, including guarantees, of the enterprises of which such claimants were formerly the owners, to nationals of countries other than Yugoslavia, valid and subsisting as of the date hereof, incurred not for the benefit of such enterprises, but for the benefit of the owners thereof; but such assumption and undertaking shall be applicable only to such proportion of such obligations as such claimants' interests in such enterprises, at the date of the nationalization or other taking thereof, bore to the total ownership interests therein. Debt obligations, including guarantees, owing to nationals of countries other than Yugoslavia, incurred prior to the time such claimants became nationals of the United States, shall be deemed subject to such assumption and undertaking in the absence of proof that such obligations, including guarantees, were incurred for the benefit of such enterprises.

(c) The Government of Yugoslavia recognizes the obligation of the successor enterprises created by it with respect to debts valid under Yugoslav law which were incurred prior to the nationalization or other taking, for the benefit of the enterprises nationalized or otherwise taken, provided, however, that there shall be deemed fully settled and discharged all debt obligations of enterprises, nationalized or otherwise taken, owing to nationals of the United States whose claims against the Government of Yugoslavia with respect to the nationalization or other taking of such enterprises are claims which are fully settled and discharged by this agreement; and further that all debt obligations of such enterprises to juridical persons through which the claims of such claimants are derived shall be deemed settled and discharged in the same proportion as such claimants' interests in such enterprises, at the date of the nationalization or other taking thereof, bore to the total ownership interests therein.

#### ARTICLE 5

The Government of Yugoslavia agrees to accord to nationals of the United States lawfully continuing to hold, or hereafter acquiring assets in Yugoslavia, the rights and privileges of using and administering such assets and the income therefrom within the framework of the controls and regulations of the Government of Yugoslavia, on conditions not less favorable than the rights and privileges accorded to nationals of Yugoslavia, or of any other country, in accordance with the Convention of Commerce and Navigation between the United States of America and the Prince of Serbia, signed at Belgrade, October 2-14, 1881.<sup>1</sup>

<sup>1</sup> TS 319, *ante*, p. 1227.

## ARTICLE 6

The Government of Yugoslavia agrees not to employ or to permit the employment of trademarks, company names and trade names formerly used in Yugoslavia by enterprises, now nationalized, which were, at the time of such nationalization substantially owned, directly or indirectly, by nationals of the United States to the extent that such trademarks, company names and trade names are counterparts of trademarks, company names and trade names used elsewhere than in Yugoslavia by the former American owners of such enterprises, directly or through subsidiaries, or by their authority; provided, however, that nothing herein contained shall prejudice the right of the Government of Yugoslavia, or any national thereof, to employ such trademarks, company names and trade names with the consent of the former owners of such enterprises, or others authorized to permit the use thereof. The Government of Yugoslavia will take such measures as may be necessary and appropriate to prevent the use of such trademarks, company names and trade names within Yugoslavia, except with such consent or in connection with products imported into Yugoslavia with respect to which the use of such trademarks, company names and trade names is permitted by or on behalf of the former owners of such enterprises, or others authorized to permit the use thereof. This Agreement does not affect in any way the rights, if any, of nationals of the United States with respect to trademarks, trade names and company names which were used in Yugoslavia by enterprises which have been taken other than by nationalization.

## ARTICLE 7

Claims of nationals of the United States for war damage to property which has not been nationalized or otherwise taken prior to the date hereof shall be treated not less favorably than those of nationals of Yugoslavia, but in no event less favorably than those of the nationals of any other country.

## ARTICLE 8

The funds payable to the Government of the United States under Article 1 of this Agreement shall be distributed to the Government of the United States and among the several claimants, respectively, in accordance with such methods of distribution as may be adopted by the Government of the United States. Any determinations with respect to the validity or amounts of individual claims which may be made by the agency established or otherwise designated by the Government of the United States to adjudicate such claims shall be final and binding.

## ARTICLE 9

(a) In the interests of an equitable distribution by the Government of the United States among the several claimants for participation in the

amount to be paid by the Government of Yugoslavia in full settlement and discharge of claims in accordance with this Agreement, the Government of Yugoslavia will, upon the request of the Government of the United States, and to the extent possible, bearing in mind the wide-spread destruction of property and books and records in Yugoslavia caused by the war, furnish such information, including certified copies of books, records or other documents, as may be necessary or appropriate to support or refute, in whole or in part, any claim for participation in such amount, and to the same end will permit, in a manner consistent with Yugoslav law, the taking of depositions of such witnesses as may be requested by the Government of the United States.

(b) In the interest of protecting the Government of Yugoslavia from the possible assertion through third countries, or otherwise, of claims falling within the scope of this Agreement, the Government of the United States will supply to the Government of Yugoslavia, certified copies of such formal submissions as may be made by claimants to such agency as may be established or otherwise designated by the Government of the United States to adjudicate claims to participation in the funds to be paid by the Government of Yugoslavia pursuant to this Agreement and of the corresponding awards of such agency with respect thereto. A certified copy of each such submission and award will be supplied to the Government of Yugoslavia within a reasonable time after its receipt or announcement. Subject to such rules and regulations as may be established with respect to proceedings of such agency, the Government of the United States further agrees to make available to the Government of Yugoslavia, upon its request, certified copies of transcripts of any proceedings before such agency and certified copies of documents submitted to such agency in support or in refutation, in whole or in part, of any claim submitted thereto. Subject to such rules and regulations, and with the consent of such agency, the Government of Yugoslavia may file briefs as *amicus curiae* with respect to any specific claims.

#### ARTICLE 10

(a) The Government of Yugoslavia shall authorize persons residing in Yugoslavia who are legally indebted to any individual, firm, or governmental agency in the United States, to meet such indebtedness on maturity.

(b) To the extent feasible, considering Yugoslav foreign exchange resources and regulations, and when necessary to effectuate the purposes of paragraph (a) of this Article, the Government of Yugoslavia shall permit the use of dollars by, or provide dollars to those Yugoslav residents legally owing dollar obligations arising from commercial transactions involving goods or services.

## ARTICLE 11

The Government of Yugoslavia agrees to give sympathetic consideration to applications for transfers to the United States of deposits in banks of Yugoslavia and other similar forms of capital owned by nationals of the United States, where the amounts involved are small but which, in view of the circumstances, are of substantial importance to the persons requesting the transfers.

## ARTICLE 12

The present Agreement shall come into force and effect 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 Washington in duplicate this nineteenth day of July, 1948.

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 Federal People's Republic of Yugoslavia:

OBREN BLAGOJEVIC

*Deputy Minister of Finance*

*of the Federal People's Republic of Yugoslavia*

## AIDE-MÉMOIRE

Upon the signature of the Agreement between the Governments of the United States of America and the Federal People's Republic of Yugoslavia regarding Pecuniary Claims of the United States and Its Nationals, the necessary licenses will be issued by the Government of the United States unblocking Yugoslav assets, public and private, and enabling the Yugoslav Government freely to use, transfer or export the gold and other assets on deposit with the Federal Reserve Bank of New York in the name of the Government of Yugoslavia in excess of the amount to be paid to the United States pursuant to such Agreement. Concurrently, the Secretary of State will certify to the Federal Reserve Bank of New York the authority of the Yugoslav Ambassador to receive, control and dispose of such assets.

Upon the issuance of such licenses and certification, and in view of the assurances during the negotiations that the documents requested by the Federal Reserve Bank of New York, in its letter of November 30, 1945, to the Yugoslav National Bank, will, in due course, be furnished by such Bank, the Federal Reserve Bank of New York will promptly execute the instructions of the Ambassador with respect to such assets.

All formalities with respect to the issuance of the necessary licenses and certification will be promptly accomplished, so that such assets will be at the free disposal of the Yugoslav Government for use, transfer or export within five days of the signature of the aforesaid Agreement.

J. B. K.

DEPARTMENT OF STATE,  
*Washington, July 19, 1948*

EXCHANGE OF NOTES

*The Secretary of State to the Yugoslav Ambassador*

The Secretary of State presents his compliments to His Excellency, the Ambassador of the Federal People's Republic of Yugoslavia and has the honor to inform the Ambassador that the United States Government understands from the Embassy's communication No. Pov. Br. 407 of April 2, 1946, that the Government of the Federal People's Republic of Yugoslavia recognizes among its other international obligations the dollar bonds issued or guaranteed by predecessor Yugoslav governments, and inquiries whether the Ambassador would confirm this interpretation.

J. B. K.

DEPARTMENT OF STATE,  
*Washington, July 19, 1948*

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*The Yugoslav Ambassador to the Secretary of State*

EMBASSY OF THE FEDERAL PEOPLE'S  
REPUBLIC OF YUGOSLAVIA  
WASHINGTON

Pov. br. 767

The Ambassador of the Federal People's Republic of Yugoslavia presents his compliments to the Honorable the Secretary of State and has the honor to acknowledge the note of July 19, 1948, from the Secretary of State in which it was stated that the United States Government understands from this Embassy's communication No. Pov. Br. 407 of April 2, 1946, that the Government of the Federal People's Republic of Yugoslavia recognizes among its other international obligations, the dollar bonds issued or guaranteed by predecessor Yugoslav governments.

In his note of July 19, 1948, the Secretary of State inquires whether the Ambassador would confirm this interpretation.

The Ambassador of the Federal People's Republic of Yugoslavia confirms the interpretation of the United States Government of this Embassy's

communication No. Pov. Br. 407 of April 2, 1946, and states that his Government will consider means of discharging such obligations when Yugoslavia's economic condition, seriously injured by the ravages of war, and her foreign exchange position permit.

WASHINGTON, D.C., July 19, 1948.

[EMBASSY SEAL]

S. N. K.

The Honorable

THE SECRETARY OF STATE

Washington, D.C.

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*The Secretary of State to the Yugoslav Ambassador*

The Secretary of State presents his compliments to His Excellency the Ambassador of the Federal People's Republic of Yugoslavia and has the honor to acknowledge the receipt of the Ambassador's note No. Pov. Br. 767, of July 19, 1948, reading as follows:

[For text of Yugoslav note, see above.]

The Secretary of State has taken due note of the foregoing note of July 19, 1948, from the Ambassador of the Federal People's Republic of Yugoslavia.

J. B. K.

DEPARTMENT OF STATE,

Washington, July 19, 1948

## AIR TRANSPORT SERVICES

*Exchange of notes at Belgrade December 24, 1949*

*Entered into force December 24, 1949*

*Terminated August 3, 1959*<sup>1</sup>

64 Stat. B131; Treaties and Other  
International Acts Series 2055

### *The American Embassy to the Ministry for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 1533

The American Embassy, Belgrade, has the honor to refer to the conversations concerning civil air transport rights which took place from November 5 to December 23, 1949, at Belgrade between representatives of the Government of the United States of America and of the Government of the Federal People's Republic of Yugoslavia, and to the understanding reached during the course of these conversations as set forth in the following provisions:

1) The Government of the United States of America accords to an airline to be designated by the Federal People's Republic of Yugoslavia the right to operate scheduled services, with rights of transit and non-traffic stop at airports open to civil aircraft in the United States areas of control in Austria and Germany, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail, at two airports in the United States occupation zone Germany and one airport in the United States occupation zone Austria open to civil aircraft, on a route or routes via intermediate points in both directions from Yugoslavia via the United States occupation zones in Austria and Germany and beyond, such routes to be determined at a later date.

2) The Government of the Federal People's Republic of Yugoslavia accords to an airline to be designated by the Government of the United States of America the right to operate scheduled services, with rights of transit and non-traffic stop at airports open to civil aircraft in Yugoslav territory as well

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<sup>1</sup> Pursuant to notice of termination given by Yugoslavia June 3, 1959.

as the right to pick up and discharge international traffic in passengers, cargo, and mail at Belgrade on the following route via intermediate points in both directions: United States via the North Atlantic and Europe to Belgrade and beyond.

3) On each of the above routes the authorized airlines may operate non-stop flights between any of the points on such route, thus omitting stops at one or more of the other points on such route.

4) The international air services described in paragraphs 1) and 2) may be inaugurated immediately or at a later date, but only after consultation by the designated airline with the competent aeronautical authorities of the Government whose territory or area of control is to be served as to the nature of operations to be conducted within such territory or area of control and after the issuance of an operating permit, if required, to the designated airline by such aeronautical authorities.

5) In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that:

a) Each Government may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control; and that such charges shall not however be higher than those 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 or area of control of one Government by the other Government or its nationals, and intended solely for use by aircraft operated pursuant to the rights accorded under this interim agreement shall, with respect to custom duties, inspection fees or other national duties or charges imposed by the Government whose territory or area of control is entered, receive the same treatment as that applicable to its own national airlines;

c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft authorized to operate the services described in paragraphs 1) and 2) above shall, upon arriving in or leaving the area of control of the other Government be exempt from customs duties, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that area.

6) The two Governments agree that:

a) Their respective laws and regulations relating to the admission to or departure from their territories or areas of control of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within their respective territories or areas of control, shall be applied to and shall be complied with by their respective aircraft upon entering, departing from or while within their respective territories or areas of control;

b) Their respective laws and regulations relating to the admission to or departure from their territories or areas of control, of passengers, crew, or cargo of aircraft, as well 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 upon entrance into, departure from or while within their respective territories or areas of control.

7) Certificates of airworthiness, certificates of competency and licenses for aircraft and personnel to be used in operating the services described in this agreement issued or rendered valid by one party to this agreement and still in force shall be recognized as valid by the other party. Each Government reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory or area of control, certificates of competency and licenses granted to its own nationals by another state.

8) The two Governments agree, in respect of the operation of the air services described in paragraphs 1) and 2) above, to cooperate in an effort to simplify procedures and formalities relating to the operation and navigation of aircraft and relating to the entry, transit and departure of aircraft, crews, passengers and cargo.

9) In the event that either Government should consider it desirable to modify the routes or conditions herein described, it may request consultation between the competent authorities of the two Governments, such consultation to be commenced within thirty days from the date the request is received; and an agreement between these authorities on new or revised routes or conditions shall become effective upon confirmation by exchange of notes between the two Governments.

10) It is understood that the Government of the Federal People's Republic of Yugoslavia intends to invoke paragraph 9) when its plans for the operation of a transatlantic route have progressed to a point where negotiations for traffic rights in the United States appear desirable.

11) This agreement shall remain effective until notice of termination is given by either Government or until superseded by a more comprehensive agreement.

12) If one of the Governments is so obligated, this agreement shall be registered with the International Civil Aviation Organization.

The Embassy is authorized to inform the Ministry of Foreign Affairs of the Federal People's Republic of Yugoslavia that the Government of the United States of America agrees that the present note and the identic note of the Ministry constitute a provisional agreement between the two Governments concerning the exchange of civil air transport rights and that this agreement is effective from the date on which these notes are exchanged.

The Embassy avails itself of this opportunity to renew to the Ministry of Foreign Affairs the assurance of its high consideration.

R. B. R.

BELGRADE,

[SEAL]

*December 24, 1949.*

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*The Ministry for Foreign Affairs to the American Embassy*

No. 421932

The Ministry of Foreign Affairs of the Federal People's Republic of Yugoslavia has the honour to refer to the conversations concerning civil air transport rights which took place from November 5 to December 23, 1949 at Beograd, between representatives of the Government of the Federal People's Republic of Yugoslavia and of the Government of the United States of America, and to the understanding reached during the course of these conversations as set forth in the following provisions:

[For text of provisions, see numbered paragraphs in U.S. note, above.]

The Ministry of Foreign Affairs is authorized to inform the Embassy of the United States of America that the Government of the Federal People's Republic of Yugoslavia agrees that the present Note and the identic Note of the Embassy constitute a provisional agreement between the two Governments concerning the exchange of civil air transport rights and that this agreement is effective from the date on which these notes are exchanged.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

BEOGRAD, *December 24, 1949.*

[FOREIGN OFFICE SEAL]

V. P.

TO THE EMBASSY OF THE UNITED STATES OF AMERICA  
*Beograd*

# Zanzibar

## AMITY AND COMMERCE

*Treaty signed for the United States and Muscat at Muscat September 21, 1833*

*Senate advice and consent to ratification June 30, 1834*

*Entered into force June 30, 1834*

*Ratified by the President of the United States January 3, 1835*

*Ratified by Muscat September 30, 1835*

*Ratifications exchanged at Muscat September 30, 1835*

*Proclaimed by the President of the United States June 24, 1837*

*Accepted by Zanzibar October 20, 1879*

*Modified, with respect to Zanzibar, by convention of July 3, 1886;<sup>1</sup>  
article 3 amended, with respect to Zanzibar, by treaty of June 5,  
1903<sup>2</sup>*

*Not continued in force after April 26, 1964<sup>3</sup>*

[For text, see TS 247, *ante*, vol. 9, p. 1291, MUSCAT.]

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<sup>1</sup> TS 376, *post*, p. 1290.

<sup>2</sup> TS 429, *post*, p. 1295.

<sup>3</sup> Date of union of Zanzibar with Tanganyika to form the United Republic of Tanzania. (See agreement between the United States and Tanzania of Dec. 6, 1965, 16 UST 2066; TIAS 5946.)

## IMPORT DUTY AND CONSULS

*Convention signed at Zanzibar July 3, 1886, modifying treaty of September 21, 1833*

*Senate advice and consent to ratification, with amendments, April 12, 1888*<sup>1</sup>

*Ratified by the President of the United States, with amendments, April 20, 1888*<sup>1</sup>

*Ratifications exchanged at Zanzibar June 29, 1888*

*Entered into force June 29, 1888*

*Proclaimed by the President of the United States August 17, 1888*

*Extraterritorial rights renounced, in part, by treaty of February 25, 1905*<sup>2</sup>

*Not continued in force after April 26, 1964*<sup>3</sup>

25 Stat. 1438; Treaty Series 376

The Government of the United States of America and His Highness Barghash bin Saïd Sultan of Zanzibar, being mutually desirous to confirm and strengthen the friendly relations which now subsist between the two countries by enlarging and defining the treaty stipulations already existing between them in virtue of the Treaty concluded on the 21st of September 1833,<sup>4</sup> corresponding to the sixth day of the moon called Jamada Alawel in the year of the Allhajia 1249, between the United States of America and His Majesty Seyed Syed bin Sultan of Muscat (and Sovereign of Zanzibar), which Treaty has continued in force as to Zanzibar, and its dependencies after the separation of Zanzibar from Muscat, and has been expressly accepted, ratified and confirmed by His said Highness Barghash bin Saïd, Sultan of Zanzibar on the 20th of October 1879, corresponding to the 4th Zulkaadi, 1296, have resolved to conclude an additional treaty to that end and have appointed as their Plenipotentiaries to wit:

The President of the United States of America, Frederic M. Cheney, Consul of the United States at Zanzibar, and His Highness the Sultan of

<sup>1</sup> The U.S. amendments called for deletion of the phrase "and Consular Agents" after the word "Consuls" at the beginning of art. II and insertion of the phrase "in addition to the rights, powers and immunities secured by said article" after the words ". . . under the stipulations of the IXth article of the treaty above mentioned, shall . . ."

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

<sup>2</sup> TS 446, *post*, p. 1298.

<sup>3</sup> See footnote 3, *ante*, p. 1289.

<sup>4</sup> TS 247, *ante*, vol. 9, p. 1291, MUSCAT.

Zanzibar his private secretary Mohamet Salim bin Mahommed Al Mavli, who having exhibited to each other their respective full powers, found in good and due form, have agreed upon and concluded the following articles.

#### ARTICLE I

Notwithstanding the provisions of Article III [3] of the treaty abovementioned, by which no more than five *per centum* duties shall be paid on the cargo landed from vessels of the United States entering any port within His Highness the Sultan's dominions, spirits and spirituous liquors containing more than 20 *per centum* by volume of alcohol, when imported into the dominions of His Highness the Sultan from abroad in vessels of the United States, shall be subject to an entry or import duty not exceeding 25 *per centum ad valorem*. Provided that no other or higher import duties shall be so levied and collected upon spirits carried to Zanzibar in vessels of the United States than are levied and collected upon like imports of spirits in the vessels of any other nation.

#### ARTICLE II

The Consuls of the United States appointed under the stipulations of the IXth [9th] article of the treaty above mentioned, shall in addition to the rights, powers and immunities secured by said article, enjoy all the rights, privileges, immunities and jurisdictional powers which are now or may hereafter be enjoyed by the Consuls and Consular Agents of the most favored nations and conversely, the Consuls and Consular Agents which His Highness the Sultan may appoint to reside in the United States shall have the treatment of Agents of like grade of the most favored nation.

#### ARTICLE III

This Treaty shall be ratified and the ratifications exchanged at Zanzibar, as soon as possible.

Done in duplicate each copy being in the English and Arabic languages, at Zanzibar the third day of July 1886, corresponding to the thirtieth day of the moon called Ramajan in the year of the Hegira, 1303.

FREDERIC M. CHENEY

[SEAL]

MOHAMET SALIM BIN MAHOMMED AL MAVLI

[SEAL]

## IMPORT DUTIES

*Treaty signed at Washington for the United States and the United Kingdom May 31, 1902*

*Senate advice and consent to ratification, with an amendment, June 30, 1902*<sup>1</sup>

*Ratified by the President of the United States, with an amendment, July 22, 1902*<sup>1</sup>

*Ratified by the United Kingdom August 27, 1902*

*Ratifications exchanged at Washington October 17, 1902*

*Entered into force October 17, 1902*

*Proclaimed by the President of the United States October 17, 1902*

*Not continued in force after April 26, 1964*<sup>2</sup>

32 Stat. 1959; Treaty Series 414

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, acting in the name of His Highness the Sultan of Zanzibar, have, for the purposes hereinafter stated, appointed their respective Plenipotentiaries, namely:

The President of the United States of America, the Honorable John Hay, Secretary of State of the United States of America; and

His Britannic Majesty, Arthur Stewart Raikes, Esquire, His Britannic Majesty's Chargé d'Affaires,

Who, after having communicated each to the other their respective full powers in good and due form, have agreed upon the following Articles:

### ARTICLE I

Recognizing that it is just and necessary to facilitate to that portion of the dominions of His Highness the Sultan of Zanzibar which is under the protection of Great Britain, and which is situated in the basin of the Congo, as defined by the General Act of the African Conference at Berlin of Febru-

<sup>1</sup> The U.S. amendment called for correcting the first date in art. I from Feb. 26, 1889, to Feb. 26, 1885.

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

<sup>2</sup> See footnote 3, *ante*, p. 1289.

ary 26th, 1885,<sup>3</sup> the accomplishment of the obligations which it has contracted by virtue of the General Act of Brussels of July 2nd, 1890,<sup>4</sup> the United States waives any objection on its part to the collection of import duties upon merchandise imported into that Protectorate.

The tariff of these duties, as provided in the Declaration of Brussels<sup>5</sup> bearing the same date as the said General Act of Brussels, for the period of fifteen years next ensuing from that date, is not to exceed ten per centum of the value of the merchandise at the port of importation, except for spirits and for firearms and ammunition, which are regulated by the General Act of Brussels.

At the expiration of the said period of fifteen years, and in default of a new agreement, the United States will, with respect to this subject, be restored to the relations with the said Protectorate which existed prior to the Conclusion of this Convention, the right to impose thereafter import duties to a maximum of ten per centum upon merchandise imported into the said Protectorate remaining acquired to the latter so long only as it shall continue to comply with the conditions and limitations stated in this Convention.

## ARTICLE II

The United States shall enjoy in the said Protectorate as to import duties all the advantages accorded to the most favored nation.

Neither differential treatment nor transit duty shall be established in said Protectorate.

In the application of the tariff régime of the said Protectorate, the formalities and operations of commerce shall be simplified and facilitated so far as possible.

## ARTICLE III

Considering the fact that in Article I of this Convention the United States has given its assent under certain conditions to the establishment of import duties in that portion of the Dominions of His Highness the Sultan of Zanzibar which is under the protection of Great Britain, it is well understood that the said Protectorate assures to the flag, to the vessels, to the commerce, and to the citizens and inhabitants of the United States, in all parts of the territory of that Protectorate, all the rights, privileges and immunities concerning import and export duties, tariff régime, interior taxes and charges and, in a general manner, all commercial interests, which are or shall be accorded to the signatory Powers of the Act of Berlin, or to the most favored nation.

<sup>3</sup> *British and Foreign State Papers*, vol. 76, p. 4 (French text).

<sup>4</sup> TS 383, *ante*, vol. 1, p. 134.

<sup>5</sup> *British and Foreign State Papers*, vol. 82, p. 80 (French text).

This Convention shall be ratified, and the ratifications shall be exchanged at Washington as soon as may be and within twelve months from the date hereof.

Done in duplicate at Washington this thirty-first day of May, in the year of our Lord one thousand nine hundred and two.

JOHN HAY	[SEAL]
ARTHUR S. RAIKES	[SEAL]

## LIGHT AND HARBOR DUES

*Treaty signed at Washington for the United States and the United Kingdom June 5, 1903, amending treaty of September 21, 1833*  
*Ratified by the United Kingdom June 30, 1903*  
*Senate advice and consent to ratification November 25, 1903*  
*Ratified by the President of the United States December 8, 1903*  
*Ratifications exchanged at Washington December 24, 1903*  
*Entered into force December 24, 1903*  
*Proclaimed by the President of the United States December 24, 1903*  
*Not continued in force after April 26, 1964*<sup>1</sup>

33 Stat. 2172; Treaty Series 429

Whereas it is provided by Article III [3] of the Treaty of Amity and Commerce concluded September 21st 1833,<sup>2</sup> between the United States of America and His Highness the Sultan of Muscat, which treaty was accepted by His Highness the Sultan of Zanzibar after the separation of that state from the jurisdiction of Muscat, that vessels of the United States entering any ports of the Sultan's dominions shall pay no more than five per centum duties on the cargo landed; and this shall be in full consideration of all import and export duties, tonnage, license to trade, pilotage, anchorage, or any other charge whatever;

And whereas no provision is made in the above mentioned treaty nor in any subsequent agreement for the payment of light and harbor dues in the dominions of His Highness the Sultan;

And whereas the United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, acting in the name of His Highness the Sultan of Zanzibar are desirous, in the interest of commerce, of so amending the said Article III of the said Treaty of Amity and Commerce of September 21st 1833, as to permit the imposition of light dues at the rate of one anna upon every registered ton, with an added harbor due of one anna upon every registered ton, on vessels of the United States entering the ports in the islands of Zanzibar and Pemba;

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<sup>1</sup> See footnote 3, *ante*, p. 1289.

<sup>2</sup> TS 247, *ante*, vol. 9, p. 1291, MUSCAT.

Now, therefore, the High Contracting Parties have to that end resolved to conclude a convention, and have for this purpose appointed their plenipotentiaries, to wit:

The President of the United States of America, John Hay, Secretary of State of the United States; and

His Britannic Majesty, The Right Honorable Sir Michael H. Herbert, G.C.M.G., C.B., His Majesty's Ambassador Extraordinary and Plenipotentiary;

Who, having exhibited each to the other their respective full powers which were found to be in due and proper form, have agreed upon the following articles:

#### ARTICLE I

It is understood and agreed between the High Contracting Parties that nothing contained in said Article III of the said Convention of September 21st 1833, shall be construed as preventing the imposition on and collection from vessels of the United States entering any port in the islands of Zanzibar and Pemba of a light due of one anna per registered ton and an added harbor due of one anna per registered ton, His Britannic Majesty, acting in the name of His Highness the Sultan of Zanzibar, engaging that the light and harbor dues so imposed and collected shall be applied to the construction and maintenance of lighthouses and buoys for the proper lighting of the coasts of the said islands.

#### ARTICLE II

It is further understood and agreed between the High Contracting Parties that the consent of the United States to the imposition and collection of the light and harbor dues aforesaid is given on the conditions:

1. That really adequate lighthouses are provided and maintained; also that lights shall be placed upon the buoys when required by American vessels entering or leaving the harbor of Zanzibar at night.
2. That accounts of the receipts and expenditure of the dues are carefully kept and published.
3. That provision be made for the reduction of the dues if they should hereafter become disproportionate to the expenditure.
4. That the consent of all the other Powers having treaties with Zanzibar be given to the imposition of the said light and harbor dues on their vessels, and that vessels of the United States be subject to no differential treatment.

## ARTICLE III

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 his Britannic Majesty, and the ratifications shall be exchanged in the City of Washington as soon as practicable.

In witness whereof the respective plenipotentiaries have signed the same, and have affixed thereto their respective seals.

Done at the City of Washington, this first day of June, in the year one thousand nine hundred and three.

JOHN HAY

[SEAL]

MICHAEL H. HERBERT

[SEAL]

## RELINQUISHMENT OF EXTRATERRITORIAL RIGHTS

*Treaty signed at Washington for the United States and the United Kingdom February 25, 1905*

*Senate advice and consent to ratification March 8, 1905*

*Ratified by the United Kingdom April 3, 1905*

*Ratified by the President of the United States May 12, 1905*

*Ratifications exchanged at Washington June 12, 1905*

*Entered into force June 12, 1905*

*Proclaimed by the President of the United States June 12, 1905*

*Article I executed; article II terminated December 10, 1963*<sup>1</sup>

34 Stat. 2870; Treaty Series 446

The United States of America and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, acting in the name of His Highness the Sultan of Zanzibar, have for the purposes hereinafter stated, appointed as their Plenipotentiaries, namely:

The President of the United States of America, the Honorable John Hay, Secretary of State of the United States of America; and

His Britannic Majesty, the Right Honorable Sir Henry Mortimer Durand, G.C.M.G., K.C.S.I., K.C.I.E., his Ambassador Extraordinary and Plenipotentiary near the Government of the United States;

Who, after having communicated each to the other their respective full powers; found in good and due form, have agreed upon the following articles:

### ARTICLE I

The United States of America agrees to renounce in the British Protectorate of Zanzibar, and in that part of the mainland dominions of His Highness the Sultan of Zanzibar which lies within the Protectorate of British East Africa, the extraterritorial rights secured to it by the treaty of September

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<sup>1</sup> Date on which Zanzibar became independent.

21, 1833,<sup>2</sup> between the United States and the Sultan of Muscat, and the treaty of July 3, 1886,<sup>3</sup> between the United States and Zanzibar.

The jurisdiction exercised thereunder by consular courts of the United States in the British Protectorate of Zanzibar and in that part of the mainland dominions of His Highness the Sultan of Zanzibar which is under British protection, and all the exceptional privileges, exemptions, and immunities enjoyed by citizens of the United States as a part of or appurtenant to such jurisdiction, shall absolutely cease and determine. It being understood, however, that this renunciation shall not take effect until such time as the rights of extraterritoriality enjoyed in Zanzibar by other nations shall have been likewise renounced.

## ARTICLE II

In consideration of this renunciation by the United States of America, the Government of His Britannic Majesty agrees to empower the competent British courts which have been established in the British Protectorate of Zanzibar and in that part of the mainland dominions of His Highness the Sultan of Zanzibar which is under British protection, to exercise jurisdiction over citizens of the United States the same as over British subjects and British protected persons, and that citizens of the United States shall have in and before said courts all the rights and privileges that belong and are accorded therein to British subjects and to British protected persons.

## ARTICLE III

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 His Britannic Majesty, and the ratifications shall be exchanged at Washington as soon as possible.

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

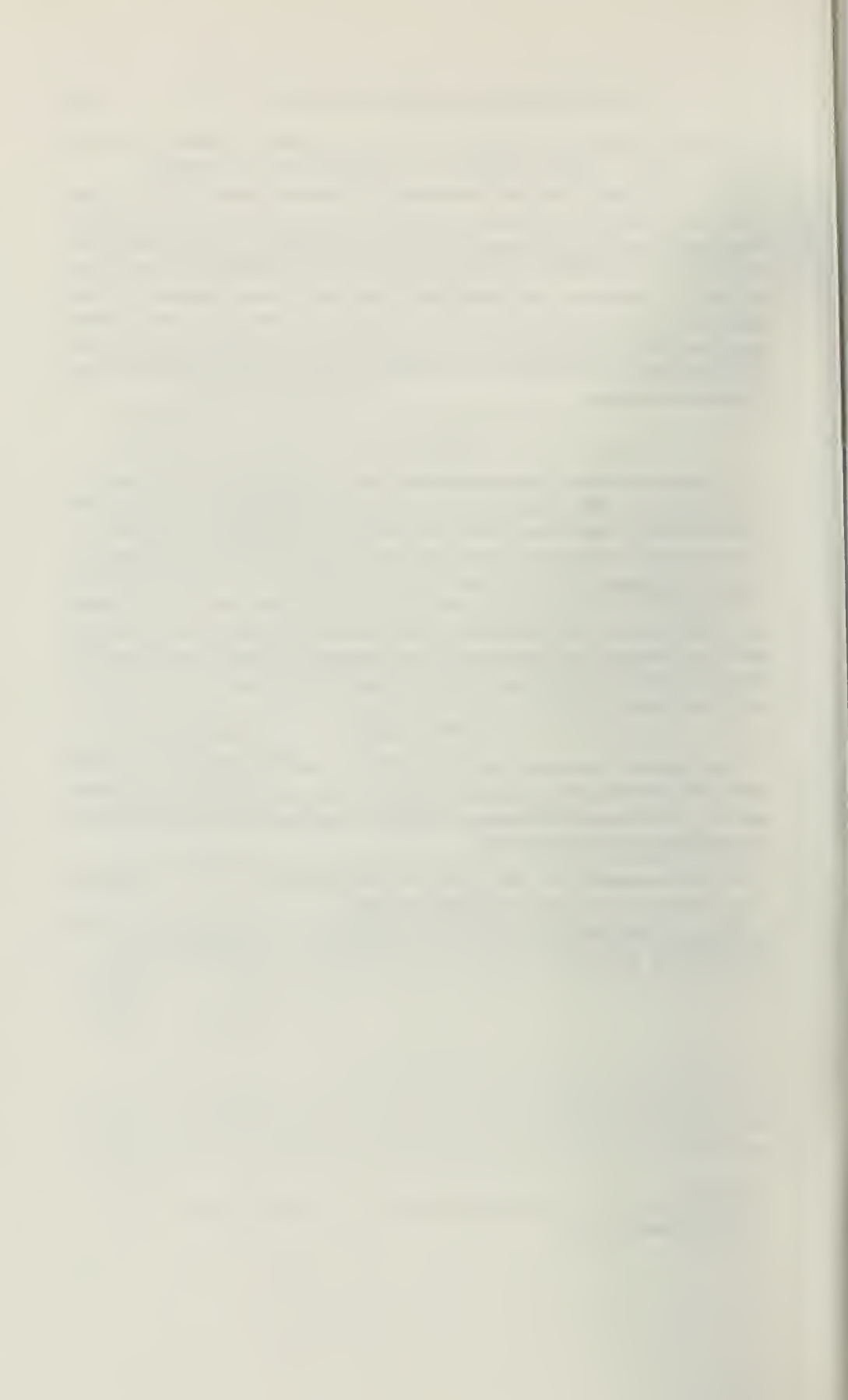
Done in duplicate at the City of Washington this twenty-fifth day of February, in the year of our Lord one thousand nine hundred and five.

JOHN HAY	[SEAL]
H. M. DURAND	[SEAL]

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<sup>2</sup> TS 247, *ante*, vol. 9, p. 1291, MUSCAT.

<sup>3</sup> TS 376, *ante*, p. 1290.



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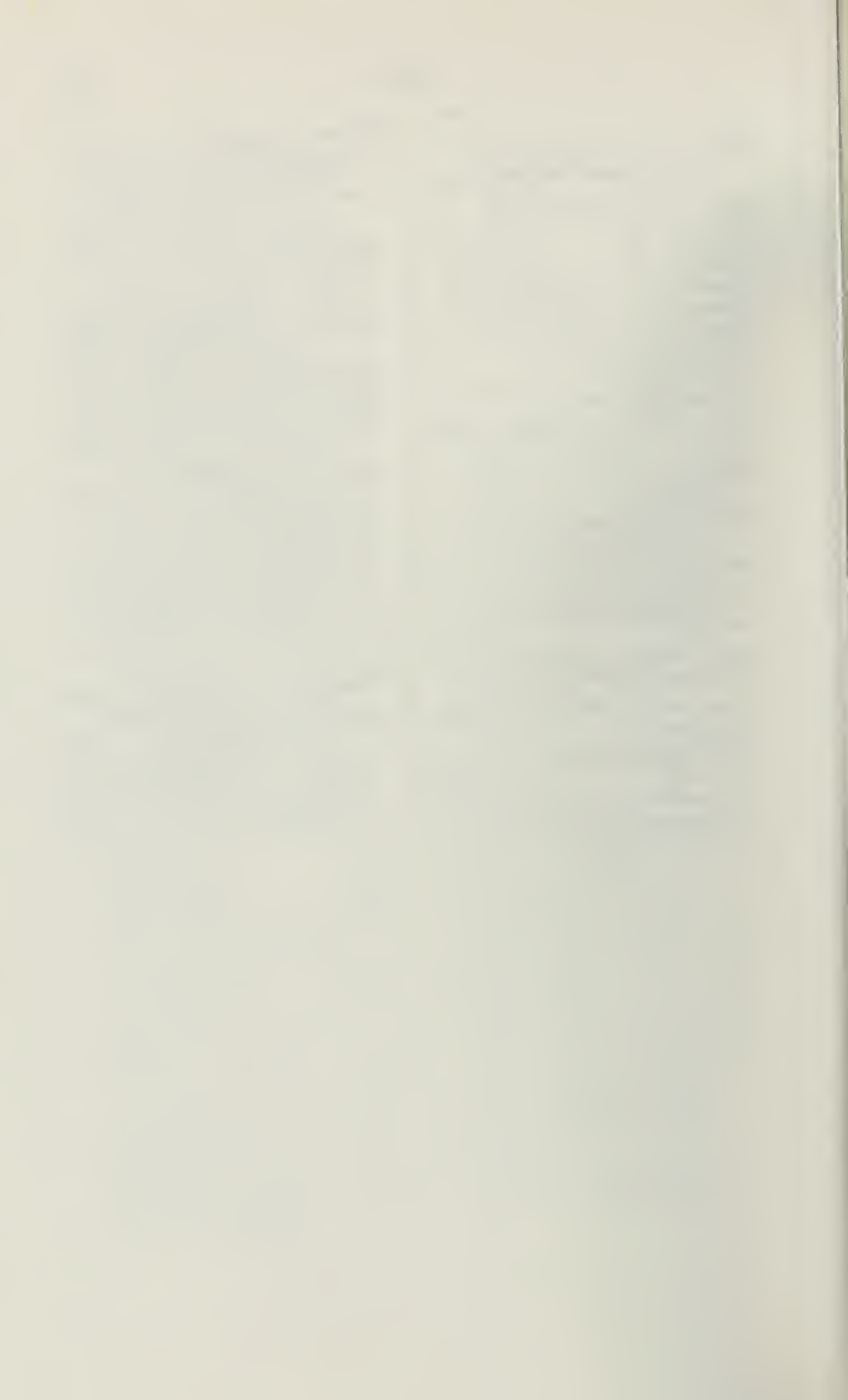
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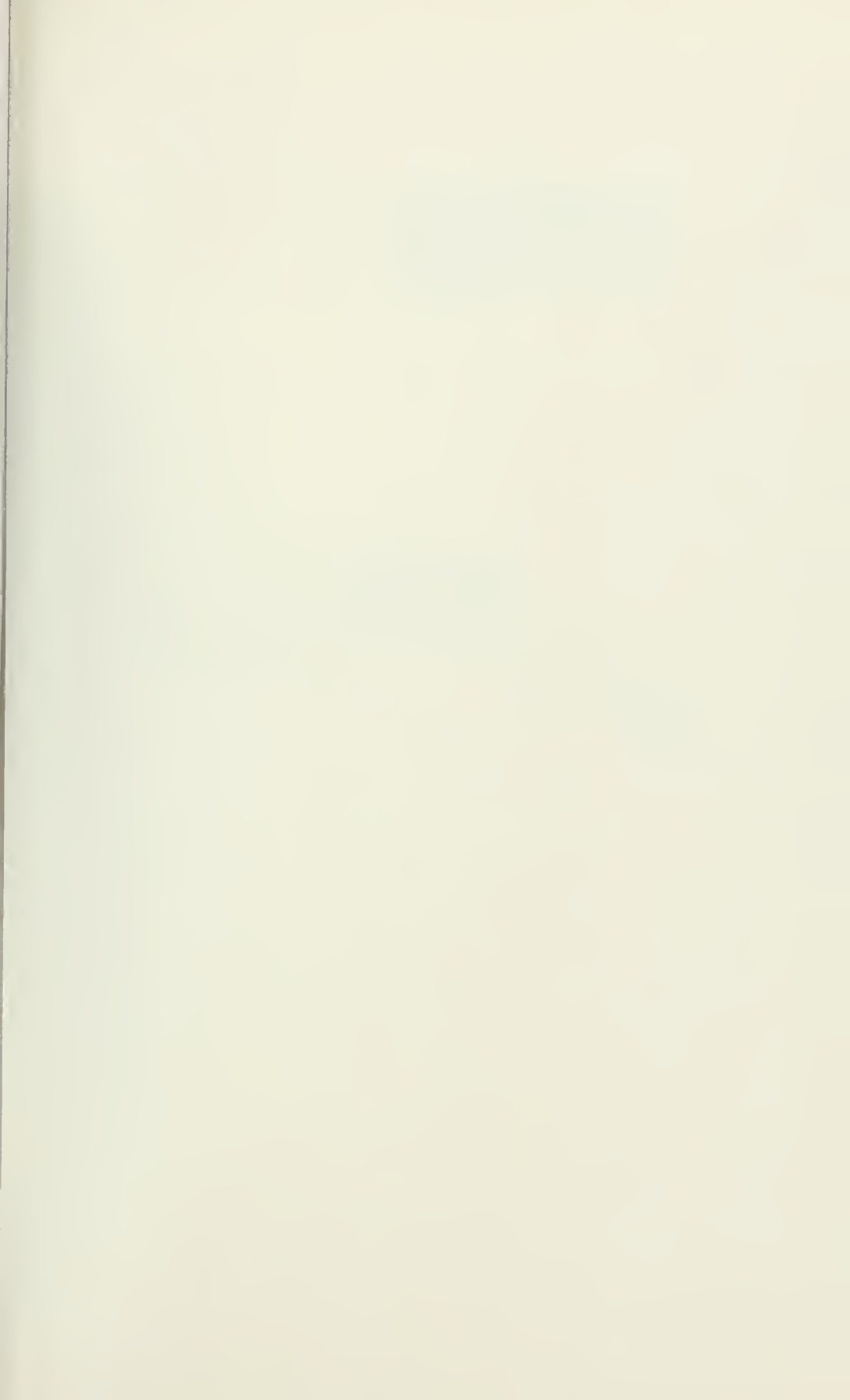
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