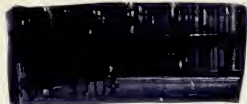


WITHDRAWN





**WITHDRAWN**



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

Compiled under the direction of

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*Assistant Legal Adviser, Department of State*

Volume 6

CANADA-  
CZECHOSLOVAKIA

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# Canada<sup>1</sup>

## SUPPRESSION OF SMUGGLING

*Convention signed at Washington, for the United States and the United Kingdom, June 6, 1924*

*Senate advice and consent to ratification December 10, 1924*

*Ratified by the President of the United States December 17, 1924*

*Ratified by the United Kingdom, in respect of Canada, May 7, 1925*

*Ratifications exchanged at Washington July 17, 1925*

*Proclaimed by the President of the United States July 17, 1925*

*Entered into force July 27, 1925*

44 Stat. 2097; Treaty Series 718

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, in respect of the Dominion of Canada, being desirous of suppressing smuggling operations along the boundary between the United States of America and the Dominion of Canada, and of assisting in the arrest and prosecution of persons violating the narcotic laws of either Government, and of providing as to the omission of penalties and forfeitures in respect to the carriage of alcoholic liquors through Alaska into the Yukon territory, have agreed to conclude a Convention to give effect to these purposes 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, in respect of the Dominion of Canada: The Honorable Ernest Lapointe, K. C., a member of His Majesty's Privy Council for Canada and Minister of Justice in the Government of that Dominion;

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<sup>1</sup> Certain agreements between the United States and the United Kingdom were, or are, applicable also to Canada. See *post*, UNITED KINGDOM.

Who, 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:

#### ARTICLE I

The High Contracting Parties agree that the appropriate officers of the Governments of the United States of America and of Canada respectively shall be required to furnish upon request to duly authorized officers of the other Government, information concerning clearances of vessels or the transportation of cargoes, shipments or loads of articles across the international boundary when the importation of the cargo carried or of articles transported by land is subject to the payment of duties; also to furnish information respecting clearances of vessels to any ports when there is ground to suspect that the owners or persons in possession of the cargo intend to smuggle it into the territory of the United States or of Canada.

#### ARTICLE II

The High Contracting Parties agree that clearance from the United States or from Canada shall be denied to any vessel carrying cargo consisting of articles the importation of which into the territory of the United States or of Canada, as the case may be, is prohibited, when it is evident from the tonnage, size and general character of the vessel, or the length of the voyage and the perils or conditions of navigation attendant upon it, that the vessel will be unable to carry its cargo to the destination proposed in the application for clearance.

#### ARTICLE III

Each of the High Contracting Parties agrees with the other that property of all kinds in its possession which, having been stolen and brought into the territory of the United States or of Canada, is seized by its customs authorities shall, when the owners are nationals of the other country, be returned to such owners, subject to satisfactory proof of such ownership and the absence of any collusion, and subject moreover to payment of the expenses of the seizure and detention and to the abandonment of any claims by the owners against the customs, or the customs officers, warehousemen or agents, for compensation or damages for the seizure, detention, warehousing or keeping of the property.

#### ARTICLE IV

The High Contracting Parties reciprocally agree to exchange information concerning the names and activities of all persons known or suspected to be engaged in violations of the narcotic laws of the United States or of Canada respectively.

## ARTICLE V

It is agreed that the customs and other administrative officials of the respective Governments of the United States and of Canada shall upon request be directed to attend as witnesses and to produce such available records and files or certified copies thereof as may be considered essential to the trial of civil or criminal cases, and as may be produced compatibly with the public interest.

The cost of transcripts of records, depositions, certificates and letters rogatory in civil or criminal cases, and the cost of first-class transportation both ways, maintenance and other proper expenses involved in the attendance of such witnesses shall be paid by the nation requesting their attendance at the time of their discharge by the court from further attendance at such trial. Letters rogatory and commissions shall be executed with all possible despatch and copies of official records or documents shall be certified promptly by the appropriate officials in accordance with the provisions of the laws of the respective countries.

## ARTICLE VI

The following offenses are added to the list of offenses numbered 1 to 3 in Article I of the Treaty concluded between the United States and Great Britain on May 18, 1908,<sup>2</sup> with reference to reciprocal rights for the United States and Canada in the matters of conveyance of prisoners and wrecking and salvage, that is to say:

4. Offenses against the narcotic laws of the respective Governments.

## ARTICLE VII

No penalty or forfeiture under the laws of the United States shall be applicable or attached to alcoholic liquors or to vessels, vehicles or persons by reason of the carriage of such liquors when they are in transit under guard by Canadian authorities through the territorial waters of the United States to Skagway, Alaska, and thence by the shortest route, via the White Pass and Yukon Railway, upwards of twenty miles to Canadian territory, and such transit shall be as now provided by law with respect to the transit of alcoholic liquors through the Panama Canal or on the Panama Railroad, provided that such liquors shall be kept under seal continuously while the vessel or vehicle on which they are carried remains within the United States, its territories or possessions, and that no part of such liquors shall at any time or place be unladen within the United States, its territories or possessions.

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<sup>2</sup> TS 502, *post*, UNITED KINGDOM.

## ARTICLE VIII

This Convention shall be ratified, and the ratifications shall be exchanged at Washington as soon as possible. The Convention shall come into effect at the expiration of ten days from the date of the exchange of ratifications, and it shall remain in force for one year. If upon the expiration of one year after the Convention shall have been in force no notice is given by either party of a desire to terminate the same, it shall continue in force until thirty days after either party shall have given notice to the other of a desire to terminate the Convention.

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 sixth day of June, one thousand nine hundred and twenty-four.

CHARLES EVANS HUGHES [SEAL]

ERNEST LAPOINTE [SEAL]

## EXTRADITION: NARCOTIC VIOLATIONS

*Convention signed at Washington, for the United States and the United Kingdom, January 8, 1925, supplementing convention of July 12, 1899, as supplemented*

*Senate advice and consent to ratification January 27, 1925*

*Ratified by the President of the United States March 2, 1925*

*Ratified by the United Kingdom, in respect of Canada, May 7, 1925*

*Ratifications exchanged at Washington July 17, 1925*

*Proclaimed by the President of the United States July 17, 1925*

*Entered into force July 27, 1925*

44 Stat. 2100; Treaty Series 719

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, in respect of the Dominion of Canada, being desirous of enlarging the list of crimes on account of which extradition may be granted with regard to certain offences committed in the United States or in the Dominion of Canada 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> and the 15th May, 1922,<sup>4</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 of America: Charles Evans Hughes, Secretary of State of the United States of America, and

His Britannic Majesty: The Honorable Ernest Lapointe, Minister of Justice to the Dominion of Canada;

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, *post*, UNITED KINGDOM.

<sup>2</sup> TS 391, *post*, UNITED KINGDOM.

<sup>3</sup> TS 458, *post*, UNITED KINGDOM.

<sup>4</sup> TS 666, *post*, UNITED KINGDOM.



## ARTICLE I

The following crimes are, subject to the provision contained in Article II, 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 I 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 and 15 in Article I of the Supplementary Convention concluded between the United States and Great Britain on the 12th April, 1905, and to the list of crimes numbered 16 in Article I of the Supplementary Convention concluded between the United States and Great Britain on the 15th May, 1922, that is to say:

17. Crimes and offences against the laws for the suppression of the traffic in narcotics.

## ARTICLE II

The operation of the present Convention is confined to cases in which the offences mentioned in the preceding Article having been committed in the United States or in the Dominion of Canada, the person charged with the offence is found in the Dominion of Canada or in the United States respectively.

## ARTICLE III

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 15th May, 1922, 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 17 in the 1st Article of the present Convention subject to the provision contained in Article II.

The present Convention shall be ratified, and the ratifications shall be exchanged either at Washington or Ottawa 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 Supplementary Convention and have affixed their seals thereto.

DONE in duplicate at the City of Washington this eighth day of January, in the year one thousand nine hundred and twenty-five.

CHARLES EVANS HUGHES [SEAL]

ERNEST LAPONTE [SEAL]

## LAKE SUPERIOR-LAKE OF THE WOODS BOUNDARY

*Treaty signed at Washington, for the United States and the United Kingdom, February 24, 1925*

*Senate advice and consent to ratification March 12, 1925*

*Ratified by the President of the United States April 9, 1925*

*Ratified by the United Kingdom, in respect of Canada, May 30, 1925*

*Ratifications exchanged at Washington July 17, 1925*

*Entered into force July 17, 1925*

*Proclaimed by the President of the United States July 17, 1925*

44 Stat 2102; Treaty Series 720

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, in respect of the Dominion of Canada, desiring to define more accurately at certain points and to complete the international boundary between the United States and Canada and to maintain the demarcation of that boundary, have resolved to conclude a treaty for these purposes, and to that end have appointed as their respective plenipotentiaries:

The President of the United States of America: Charles Evans Hughes, Secretary of State of the United States; and

His Britannic Majesty, in respect of the Dominion of Canada: The Honorable Ernest Lapointe, K. C., a member of His Majesty's Privy Council for Canada and Minister of Justice in the Government of that Dominion;

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

Whereas Article V of the Treaty concerning the boundary between the United States and the Dominion of Canada concluded on April 11, 1908,<sup>1</sup>

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<sup>1</sup> TS 497, *post*, UNITED KINGDOM.

between the United States and Great Britain, provided for the survey and 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 Lake of the Woods, as defined by the treaties concluded between the United States and Great Britain on September 3, 1783,<sup>2</sup> and August 9, 1842;<sup>3</sup>

And whereas Article VI of the said Treaty concluded on April 11, 1908, provided for the relocation and repair of lost or damaged monuments and for the establishment of additional monuments and boundary marks along the course of the international boundary between the United States and the Dominion of Canada from the northwesternmost point of Lake of the Woods to the summit of the Rocky Mountains, as established under existing treaties and surveyed, charted, and monumented by the Joint Commission appointed for that purpose by joint action of the Contracting Parties in 1872;

And whereas it has been found by surveys executed under the direction of the Commissioners appointed pursuant to the said Treaty of April 11, 1908, that the 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 Lake of the Woods as defined by the treaties concluded on September 3, 1783, and August 9, 1842, is intersected by the boundary from the northwesternmost point of the Lake of the Woods to the summit of the Rocky Mountains as established under existing treaties and surveyed, charted, and monumented by the Joint Commission appointed for that purpose in 1872, at five points in Lake of the Woods adjacent to and directly south of the said northwesternmost point, and that there are two small areas of United States waters in Lake of the Woods, comprising a total area of two and one-half acres entirely surrounded by Canadian waters;

And whereas no permanent monuments were ever erected on these boundary lines north of the most southerly of these points of intersection;

The Contracting Parties, in order to provide for a more practical definition of the boundary between the United States and the Dominion of Canada in Lake of the Woods, hereby agree that this most southerly point of intersection, being in latitude 49°23'04".49 north, and longitude 95°09'11".61 west, shall be the terminus of the boundary line heretofore referred to as 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 Lake of the Woods and the initial point of the boundary line heretofore referred to as the international boundary between the United States and the Dominion of Canada from the north-

<sup>2</sup> TS 104, *post*, UNITED KINGDOM.

<sup>3</sup> TS 119, *post*, UNITED KINGDOM.

westernmost point of Lake of the Woods to the summit of the Rocky Mountains, in lieu of the said northwesternmost point.

The aforesaid most southerly point shall be located and monumented by the Commissioners appointed under the said Treaty of April 11, 1908, and shall be marked by them on the chart or charts prepared in accordance with the provisions of Articles V and VI of the said Treaty, and a detailed account of the work done by the Commissioners in locating said point, together with a description of the character and location of the several monuments erected, shall be included in the report or reports prepared pursuant to the said Articles.

The point so defined and monumented shall be taken and deemed to be the terminus of the boundary line heretofore referred to as 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 Lake of the Woods and the initial point of the boundary line heretofore referred to as the international boundary between the United States and the Dominion of Canada from the northwesternmost point of Lake of the Woods to the summit of the Rocky Mountains.

## ARTICLE II

Whereas Article VI of the Treaty concerning the boundary between the United States and the Dominion of Canada concluded on April 11, 1908, between the United States and Great Britain, provided for the relocation and repair of lost or damaged monuments and for the establishment of additional monuments and boundary marks along the courses of the international boundary between the United States and the Dominion of Canada from the northwesternmost point of Lake of the Woods south to the 49th parallel of north latitude and thence westward along said parallel of latitude to the summit of the Rocky Mountains, as established under existing treaties and surveyed, charted, and monumented by the Joint Commission appointed for that purpose by joint action of the Contracting Parties in 1872;

And whereas Article VI of the said Treaty concluded on April 11, 1908, further provides that in carrying out the provisions of that article the agreement stated in the protocol of the final meeting of the said Joint Commission, dated May 29, 1876, should be observed, by which protocol it was agreed that in the intervals between the monuments along the 49th parallel of north latitude the boundary line has the curvature of a parallel of 49° north latitude;

And whereas the Commissioners appointed and acting under the provisions of Article VI of the said Treaty of 1908 have marked the boundary line wherever necessary in the intervals between the original monuments established by the said Joint Commission, appointed in 1872, in accordance with the agreement stated in the Protocol of the final meeting, dated May 29, 1876, of the Joint Commission aforesaid, and as set forth in Article VI of the Treaty

of 1908, by placing intermediate monuments on lines joining the original monuments, which have in each case the curvature of a parallel of  $49^{\circ}$  north latitude;

And whereas the average distance between adjacent monuments as thus established or reestablished along the 49th parallel of north latitude from Lake of the Woods to the summit of the Rocky Mountains by the Commissioners acting under Article VI of the Treaty of 1908 is one and one-third miles and therefore the deviation of the curve of the 49th parallel from a straight or right line joining adjacent monuments is, for this average distance between monuments, only one-third of a foot, and in no case does the actual deviation exceed one and eight-tenths feet;

And whereas it is impracticable to determine the course of a line having the curvature of a parallel of  $49^{\circ}$  north latitude on the ground between the adjacent monuments which have been established or reestablished by the Commissioners and the demarcation of the boundary would be more thoroughly effective if the line between adjacent monuments be defined as a straight or right line;

And whereas it is desirable that the boundary at any point between adjacent monuments may be conveniently ascertainable on the ground, the Contracting Parties, in order to complete and render thoroughly effective the demarcation of the boundary between the United States and the Dominion of Canada from the northwesternmost point of Lake of the Woods to the summit of the Rocky Mountains, hereby agree that the line heretofore referred to as the international boundary between the United States and the Dominion of Canada from the northwesternmost point of Lake of the Woods to the summit of the Rocky Mountains shall be defined as consisting of a series of right or straight lines joining adjacent monuments as now established or reestablished and as now laid down on charts by the Commissioners acting under Article VI of the Treaty of 1908, in lieu of the definition set forth in the agreement of the aforesaid Joint Commissioners, dated May 29, 1876, and quoted in Article VI of the said Treaty of 1908, that in the intervals between the monuments the line has the curvature of the parallel of  $49^{\circ}$  north latitude.

### ARTICLE III

Whereas the Treaty concluded on May 21, 1910, between the United States and Great Britain, defined the international boundary line between the United States and the Dominion of Canada from a point in Passamaquoddy Bay lying between Treat Island and Friar Head to the middle of Grand Manan Channel and provided that the location of the line so defined should be laid down and marked by the Commissioners appointed under the Treaty of April 11, 1908;

And whereas it has been found by the surveys executed pursuant to the said Treaty of May 21, 1910, that the terminus of the boundary line defined by said Treaty at the middle of Grand Manan Channel is less than three nautical

miles distant both from the shore line of Grand Manan Island in the Dominion of Canada and from the shore line of the State of Maine in the United States, and that there is a small zone of waters of controvertible jurisdiction in Grand Manan Channel between said terminus and the High Seas;

The Contracting Parties, in order completely to define the boundary line between the United States and the Dominion of Canada in the Grand Manan Channel, hereby agree that an additional course shall be extended from the terminus of the boundary line defined by the said Treaty of May 21, 1910, south  $34^{\circ}42'$  west, for a distance of two thousand three hundred eighty-three (2,383) meters, through the middle of Grand Manan Channel, to the High Seas.

The course so defined shall be located and marked by the Commissioners appointed under the Treaty of April 11, 1908, and shall be laid down by them on the chart or charts adopted in accordance with the provisions of Article I of the said Treaty, and a detailed account of the work done by the Commissioners in locating and marking said line, together with a description of the several monuments erected, shall be included in the report or reports prepared pursuant to Article I of the Treaty of April 11, 1908.

The course so defined and laid down shall be taken and deemed to be the boundary line between the United States and the Dominion of Canada in Grand Manan Channel from the terminus of the boundary line as defined by the Treaty of May 21, 1910, to the High Seas.

#### ARTICLE IV

Whereas, pursuant to existing treaties between the United States and Great Britain, a survey and effective demarcation of the boundary line between the United States and the Dominion of Canada through the Great Lakes and the St. Lawrence River and through the Straits of Georgia, Haro, and Juan de Fuca from the 49th Parallel to the Pacific Ocean and between Alaska and the Dominion of Canada from the Arctic Ocean to Mount St. Elias have been made and the signed joint maps and reports in respect thereto have been filed with the two governments;

And whereas a survey and effective demarcation of the boundary line between the United States and the Dominion of Canada from the Gulf of Georgia to Lake Superior and from the St. Lawrence River to the Atlantic Ocean and between Alaska and the Dominion of Canada from Mount St. Elias to Cape Muzon are nearing completion;

And whereas boundary monuments deteriorate and at times are destroyed or damaged; and boundary vistas become closed by the growth of timber;

And whereas changing conditions require from time to time that the boundary be marked more precisely and plainly by the establishment of additional monuments or the relocation of existing monuments;

The Contracting Parties, in order to provide for the maintenance of an effective boundary line between the United States and the Dominion of Can-



ada and between Alaska and the Dominion of Canada, as established or to be established, and for the determination of the location of any point thereof, which may become necessary in the settlement of any question that may arise between the two governments hereby agree that the Commissioners appointed under the provisions of the Treaty of April 11, 1908, are hereby jointly empowered and directed: to inspect the various sections of the boundary line between the United States and the Dominion of Canada and between Alaska and the Dominion of Canada at such times as they shall deem necessary; to repair all damaged monuments and buoys; to relocate and rebuild monuments which have been destroyed; to keep the boundary vistas open; to move boundary monuments to new sites and establish such additional monuments and buoys as they shall deem desirable; to maintain at all times an effective boundary line between the United States and the Dominion of Canada and between Alaska and the Dominion of Canada, as defined by the present treaty and treaties heretofore concluded, or hereafter to be concluded; and to determine the location of any point of the boundary line which may become necessary in the settlement of any question that may arise between the two governments.

The said Commissioners shall submit to their respective governments from time to time, at least once in every calendar year, a joint report containing a statement of the inspections made, the monuments and buoys repaired, relocated, rebuilt, moved, and established, and the mileage and location of vistas opened, and shall submit with their reports, plats and tables certified and signed by the Commissioners, giving the locations and geodetic positions of all monuments moved and all additional monuments established within the year, and such other information as may be necessary to keep the boundary maps and records accurately revised.

After the completion of the survey and demarcation of the boundary line between the United States and the Dominion of Canada from the Gulf of Georgia to Lake Superior and from the St. Lawrence River to the Atlantic Ocean, as provided for by the Treaty of April 11, 1908, the Commissioners appointed under the provisions of that Treaty shall continue to carry out the provisions of this Article, and, upon the death, resignation, or other disability of either of them, the Party on whose side the vacancy occurs shall appoint an Expert Geographer or Surveyor as Commissioner, who shall have the same powers and duties in respect to carrying out the provisions of this Article, as are conferred by this Article upon the Commissioner appointed under the provisions of the said Treaty of 1908.

The Contracting Parties further agree that each government shall pay the salaries and expenses of its own commissioner and his assistants, and that the expenses jointly incurred by the Commissioners in maintaining the demarcation of the boundary line in accordance with the provisions of this Article shall be borne equally by the two Governments.



## ARTICLE V

This treaty shall be ratified by the Contracting Parties and the ratifications shall be exchanged in Washington or Ottawa as soon as practicable. The treaty shall take effect on the date of the exchange of ratifications.

Upon the expiration of six years from the date of the exchange of ratifications of the present treaty, or any time thereafter, Article IV may be terminated upon twelve months' written notice given by either Contracting Party to the other, and following such termination the Commissioners therein mentioned and their successors shall cease to perform the functions thereby prescribed.

In faith whereof, the respective Plenipotentiaries have signed this treaty in duplicate and have hereunto affixed their seals.

Done at Washington the 24th day of February, A. D. 1925.

CHARLES EVANS HUGHES [SEAL]

ERNEST LAPOINTE [SEAL]

## REGULATION OF LEVEL OF LAKE OF THE WOODS

*Convention signed at Washington, for the United States and the United Kingdom, February 24, 1925, with accompanying protocol and agreement*

*Senate advice and consent to ratification March 14, 1925*

*Ratified by the President of the United States April 9, 1925*

*Ratified by the United Kingdom, in respect of Canada, May 30, 1925*

*Ratifications exchanged at Washington July 17, 1925*

*Entered into force July 17, 1925*

*Proclaimed by the President of the United States July 17, 1925*

44 Stat. 2108; Treaty Series 721

### CONVENTION

The United States of America, and His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominion beyond the Seas, Emperor of India, in respect of the Dominion of Canada,

Desiring to regulate the level of Lake of the Woods in order to secure to the inhabitants of the United States and Canada the most advantageous use of the waters thereof and of the waters flowing into and from the Lake on each side of the boundary between the two countries, and

Accepting as a basis of agreement the recommendations made by the International Joint Commission in its final report of May 18th, 1917, on the Reference concerning Lake of the Woods submitted to it by the Governments of the United States of America and Canada,

Have resolved to conclude a Convention for that purpose and have accordingly 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, in respect of the Dominion of Canada: The Honorable Ernest Lapointe, K.C., a member of His Majesty's Privy Council for Canada and Minister of Justice in the Government of that Dominion;

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

#### ARTICLE I

In the present Convention, the term "level of Lake of the Woods" or "level of the lake" means the level of the open lake unaffected by wind or currents.

The term "Lake of the Woods watershed" means the entire region in which the waters discharged at the outlets of Lake of the Woods have their natural source.

The term "sea level datum" means the datum permanently established by the International Joint Commission at the town of Warroad, Minnesota, of which the description is as follows:

"Top of copper plug in concrete block carried below frost line, and located near fence in front of and to the west of new schoolhouse. Established October 3, 1912. Elevation, sea level datum, 1068.797."

"The International Joint Commission" means the Commission established under the Treaty signed at Washington on the 11th day of January, 1909,<sup>1</sup> between the United States of America and His Britannic Majesty, relating to boundary waters and questions arising between the United States and Canada.

#### ARTICLE II

The level of Lake of the Woods shall be regulated to the extent and in the manner provided for in the present Convention, with the object of securing to the inhabitants of the United States and Canada the most advantageous use of the waters thereof and of the waters flowing into and from the Lake on each side of the boundary between the two countries for domestic and sanitary purposes, for navigation purposes, for fishing purposes, and for power, irrigation and reclamation purposes.

#### ARTICLE III<sup>2</sup>

The Government of Canada shall establish and maintain a Canadian Lake of the Woods Control Board, composed of engineers, which shall regulate and control the outflow of the waters of Lake of the Woods.

There shall be established and maintained an International Lake of the Woods Control Board composed of two engineers, one appointed by the Government of the United States and one by the Government of Canada from their respective public services, and whenever the level of the lake rises

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<sup>1</sup> TS 548, *post*, UNITED KINGDOM.

<sup>2</sup> See also protocol, p. 18.

above elevation 1061 sea level datum or falls below elevation 1056 sea level datum the rate of total discharge of water from the lake shall be subject to the approval of this Board.

#### ARTICLE IV<sup>3</sup>

The level of Lake of the Woods shall ordinarily be maintained between elevations 1056 and 1061.25 sea level datum, and between these two elevations the regulation shall be such as to ensure the highest continuous uniform discharge of water from the lake.

During periods of excessive precipitation the total discharge of water from the lake shall, upon the level reaching elevation 1061 sea level datum, be so regulated as to ensure that the extreme high level of the lake shall at no time exceed elevation 1062.5 sea level datum.

The level of the lake shall at no time be reduced below elevation 1056 sea level datum except during periods of low precipitation and then only upon the approval of the International Lake of the Woods Control Board and subject to such conditions and limitations as may be necessary to protect the use of the waters of the lake for domestic, sanitary, navigation and fishing purposes.

#### ARTICLE V

If in the opinion of the International Lake of the Woods Control Board the experience gained in the regulation of the lake under Articles III and IV, or the provision of additional facilities for the storage of waters tributary to the lake, demonstrates that it is practicable to permit the upper limit of the ordinary range in the levels of the lake to be raised from elevation 1061.25 sea level datum to a higher level and at the same time to prevent during periods of excessive precipitation the extreme high level of the lake from exceeding elevation 1062.5 sea level datum, this shall be permitted under such conditions as the International Lake of the Woods Control Board may prescribe. Should such permission be granted, the level at which under Article III the rate of total discharge of water from the lake becomes subject to the approval of the International Lake of the Woods Control Board may, upon the recommendation of that Board and with the approval of the International Joint Commission, be raised from elevation 1061 sea level datum to a correspondingly higher level.

#### ARTICLE VI

Any disagreement between the members of the International Lake of the Woods Control Board as to the exercise of the functions of the Board under Articles III, IV, and V shall be immediately referred by the Board to the International Joint Commission whose decision shall be final.

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<sup>3</sup> See also protocol, p. 18.

ARTICLE VII <sup>3</sup>

The outflow capacity of the outlets of Lake of the Woods shall be so enlarged as to permit the discharge of not less than forty-seven thousand cubic feet of water per second (47,000 c.f.s.) when the level of the lake is at elevation 1061 sea level datum.

The necessary works for this purpose, as well as the necessary works and dams for controlling and regulating the outflow of the water, shall be provided for at the instance of the Government of Canada, either by the improvement of existing works and dams or by the construction of additional works.

ARTICLE VIII <sup>3</sup>

A flowage easement shall be permitted up to elevation 1064 sea level datum upon all lands bordering on Lake of the Woods in the United States, and the United States assumes all liability to the owners of such lands for the costs of such easement.

The Government of the United States shall provide for the following protective works and measures in the United States along the shores of Lake of the Woods and the banks of Rainy River, in so far as such protective works and measures may be necessary for the purposes of the regulation of the level of the lake under the present Convention: namely, the removal or protection of buildings injuriously affected by erosion, and the protection of the banks at the mouth of Warroad River where subject to erosion, in so far in both cases as the erosion results from fluctuations in the level of the lake; the alteration of the railway embankment east of the town of Warroad, Minnesota, in so far as it may be necessary to prevent surface flooding of the higher lands in and around the town of Warroad; the making of provision for the increased cost, if any, of operating the existing sewage system of the town of Warroad, and the protection of the waterfront at the town of Baudette, Minnesota.

## ARTICLE IX

The United States and the Dominion of Canada shall each on its own side of the boundary assume responsibility for any damage or injury which may have heretofore resulted to it or to its inhabitants from the fluctuations of the level of Lake of the Woods or of the outflow therefrom.

Each shall likewise assume responsibility for any damage or injury which may hereafter result to it or to its inhabitants from the regulation of the level of Lake of the Woods in the manner provided for in the present Convention.

## ARTICLE X

The Governments of the United States and Canada shall each be released from responsibility for any claims or expenses arising in the territory of the other in connection with the matters provided for in Articles VII, VIII, and IX.

In consideration, however, of the undertakings of the United States as set forth in Article VIII, the Government of Canada shall pay to the Government of the United States the sum of two hundred and seventy-five thousand dollars (\$275,000) in currency of the United States. Should this sum prove insufficient to cover the cost of such undertakings one-half of the excess of such cost over the said sum shall, if the expenditure be incurred within five years of the coming into force of the present Convention, be paid by the Government of Canada.

#### ARTICLE XI

No diversion shall henceforth be made of any waters from the Lake of the Woods watershed to any other watershed except by authority of the United States or the Dominion of Canada within their respective territories and with the approval of the International Joint Commission.

#### ARTICLE XII

The present Convention shall be ratified in accordance with the constitutional methods of the High Contracting Parties and shall take effect on the exchange of the ratifications, which shall take place at Washington or Ottawa as soon as possible.

In faith whereof the above named Plenipotentiaries have signed the present Convention and affixed thereto their respective seals.

Done in duplicate at Washington, the 24th day of February, 1925.

CHARLES EVANS HUGHES	[SEAL]
ERNEST LAPOINTE	[SEAL]

#### PROTOCOL

At the moment of signing the Convention between 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, in respect of the Dominion of Canada, regarding the regulation of the level of Lake of the Woods, the undersigned Plenipotentiaries have agreed as follows:

1. The plans of the necessary works for the enlargement of the outflow capacity of the outlets of Lake of the Woods provided for in Article VII of the Convention, as well as of the necessary works and dams for controlling and regulating the outflow of the water, shall be referred to the International Lake of the Woods Control Board for an engineering report upon their suitability and sufficiency for the purpose of permitting the discharge of not less than forty-seven thousand cubic feet of water per second (47,000 c.f.s.)

when the level of the lake is at elevation 1061 sea level datum. Any disagreement between the members of the International Lake of the Woods Control Board in regard to the matters so referred shall be immediately submitted by the Board to the International Joint Commission whose decision shall be final.

2. Should it become necessary to set up a special tribunal to determine the cost of the acquisition of the flowage easement in the United States provided for in Article VIII of the Convention, the Government of Canada shall be afforded an opportunity to be represented thereon. Should the cost be determined by means of the usual judicial procedure in the United States, the Government of Canada shall be given the privilege of representation by counsel in connection therewith.

3. Since Canada is incurring extensive financial obligations in connection with the protective works and measures provided for in the United States along the shores of Lake of the Woods and the banks of Rainy River, under Article VIII of the Convention, the plans, together with the estimates of cost, of all such protective works and measures as the Government of the United States may propose to construct or provide for within five years of the coming into force of the Convention shall be referred to the International Lake of the Woods Control Board for an engineering report upon their suitability and sufficiency for the purpose of the regulation of the level of the lake under the Convention. Any disagreement between the members of the International Lake of the Woods Control Board in regard to the matters so referred shall be immediately submitted by the Board to the International Joint Commission whose decision shall be final.

4. In order to ensure the fullest measure of cooperation between the International Lake of the Woods Control Board and the Canadian Lake of the Woods Control Board provided for in Article III of the Convention, the Government of Canada will appoint one member of the Canadian Board as its representative on the International Board.

5. Until the outlets of Lake of the Woods have been enlarged in accordance with Article VII of the Convention, the upper limit of the ordinary range in the levels of the lake provided for in Article IV of the Convention shall be elevation 1060.5 sea level datum, and the International Lake of the Woods Control Board may advise the Canadian Lake of the Woods Control Board in respect of the rate of total discharge of water from the lake which may be permitted.

In faith whereof the undersigned Plenipotentiaries have signed the present Protocol and affixed thereto their respective seals.

Done in duplicate at Washington the 24th day of February, 1925.

CHARLES EVANS HUGHES [SEAL]

ERNEST LAPOINTE [SEAL]



## AGREEMENT

At the moment of signing the Convention and Protocol between 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, in respect of the Dominion of Canada, regarding the regulation of the level of Lake of the Woods, the undersigned Plenipotentiaries have agreed that the Government of the United States and the Government of the Dominion of Canada shall, without delay, address to the International Joint Commission identic letters of reference relating to Rainy Lake and other upper waters of the Lake of the Woods watershed as follows:

"I have the honor to inform you that, in pursuance of Article 9 of the Treaty of the 11th January 1909, between the United States and Great Britain, the Governments of the United States and Canada have agreed to refer to the International Joint Commission the following questions for examination and report, together with such conclusions and recommendations as may be deemed appropriate:

"Question 1. In order to secure the most advantageous use of the waters of Rainy Lake and of the boundary waters flowing into and from Rainy Lake, for domestic and sanitary purposes, for navigation purposes, for fishing purposes, and for power, irrigation and reclamation purposes; and in order to secure the most advantageous use of the shores and harbors of both Rainy Lake and the boundary waters flowing into and from the lake, is it, from an economic standpoint, now practicable and desirable, having regard for all or any of the interests affected thereby, or under what conditions will it become thus practicable and desirable—

"(a) To regulate the level of Rainy Lake in such a manner as to permit the upper limit of the ordinary range of the levels to exceed elevation 1108.61 sealevel datum?

"(b) To regulate the level of Namakan Lake and the waters controlled by the dams at Kettle falls in such a manner as to permit the upper limit of the ordinary range of the levels to exceed elevation 1120.11 sealevel datum?

"(c) To provide storage facilities upon all or any of the boundary waters above Namakan Lake?

"Question 2. If it be found practicable and desirable thus (1) to regulate the level of Rainy Lake, and/or (2) to regulate the level of Namakan Lake and the waters controlled by the dams at Kettle falls, and/or (3) to provide storage facilities upon all or any of the boundary waters above Namakan Lake—

"(a) What elevations are recommended?



“(b) To what extent will it be necessary to acquire lands and to construct works in order to provide for such elevations and/or storage, and what will be their respective costs?

“(c) What interests on each side of the boundary would be benefited? What would be the nature and extent of such benefit in each case? How should the cost be apportioned among the various interests so benefited?

“Question 3. What methods of control and operation would be feasible and advisable in order to regulate the volume, use and outflow of the waters in each case in accordance with such recommendations as may be made in answer to questions one and two?

“Question 4. What interests on each side of the boundary are benefited by the present storage on Rainy Lake and on the waters controlled by the dams at Kettle falls? What are the nature and extent of such benefits in each case? What is the cost of such storage and how should such cost be apportioned among the various interests so benefited?

“Each Government will appoint from its public service such engineering and other technical assistance as may be necessary to enable the Commission to make the desired examination and to submit their report.”

IN WITNESS WHEREOF the undersigned have signed this Agreement at Washington this 24th day of February, 1925.

CHARLES EVANS HUGHES

*Secretary of State of the  
United States of America*

ERNEST LAPOINTE

*Minister of Justice in the Government  
of the Dominion of Canada*

## PREVENTION OF RADIO BROADCASTING INTERFERENCE BY SHIPS

*Exchange of notes between the United States and the United Kingdom,  
in respect of Canada, at Washington and Manchester, Massachu-  
setts, September 18 and 23, and October 1, 1925*

*Entered into force October 1, 1925*

Treaty Series 724-A

[For text, see *post*, UNITED KINGDOM.]

## DOUBLE TAXATION: SHIPPING PROFITS

*Exchange of notes at Washington August 2 and September 17, 1928  
Entered into force September 17, 1928; operative from January 1, 1921*

47 Stat. 2580; Executive Agreement Series 4

*The Canadian Chargé d'Affaires ad interim to the Secretary of State*

CANADIAN LEGATION

*Washington, August 2nd, 1928*

No. 117

SIR:

I have the honour to refer to your note of July 24th, 1928, and to previous correspondence concerning the exemption from taxation in the United States and in Canada of the income of vessels of foreign registry. I am instructed to inform you that His Majesty's Government in Canada is prepared to conclude with the Government of the United States a reciprocal arrangement for relief from double income tax on shipping profits, and suggests as a basis the following draft which has been approved by the Minister of National Revenue of Canada and which could be put into effect immediately if it should meet with the approval of the Secretary of the Treasury:

"Whereas it is provided by Section 4(m) of the Revised Statutes of Canada 1927, chapter 97, as amended, that the income of non-resident persons or corporations arising within Canada from the operation of ships owned and operated by such persons or corporations may be exempt from taxation within Canada if the country where any such person or corporation resides or is organized grants substantially an equivalent exemption in respect of the shipping business carried on therein by Canadian residents or Canadian corporations, and that the Minister may give effect to such exemption from the date on which the exemption granted by the country where the person or corporation resides took effect,

"And whereas it is provided by Section 213(B)(8) of the United States Revenue Acts of 1921, 1924, and 1926, and sections 212(B) and 231(B) of the Revenue Act of 1928, that 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 organized in the United States shall be exempt from income tax,

"And whereas the respective governments of the United States of America and the Dominion of Canada through their accredited representatives have signified that they regard the respective exemptions provided for in the above referred to legislation as being equivalent within the meaning of the said sections,

"Now therefore be it known that the Secretary of the Treasury of the United States and the Minister of National Revenue of the Dominion of Canada for and on behalf of their respective Governments hereby declare: (1) that, in respect of the Dominion of Canada, citizens of the United States not residing in Canada and corporations organized

in the United States owning or operating ships documented in the United States shall be exempt from Canadian income tax on the earnings from sources within Canada derived exclusively from the operation of such ships; (2) that, in respect of the United States, persons resident in Canada who are not citizens of the United States and corporations organized in Canada owning or operating ships documented in Canada shall be exempt from United States income tax on the earnings from sources within the United States derived exclusively from the operation of such ships. The exemption from income tax on the income derived from the operation of ships (including ferries) herein provided for shall be deemed to have come into force and shall be applicable to the income for the year 1921 and to all subsequent years, upon the understanding that no refunds of taxes paid will be made for any years which by virtue of statutory limitations governing refunds are barred. Refunds will be made only for such years as are not barred by statute."

2. I shall be glad if you will be so good as to submit this draft to the competent authorities of the Government of the United States.

I have the honour to be with the highest consideration, Sir,  
Your most obedient, humble servant,

H. H. WRONG  
*Chargé d'Affaires*

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 Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
*Washington, September 17, 1928*

SIR:

Reference is made to your note No. 117, dated August 2, 1928, and the Department's acknowledgment of August 13, 1928, in regard to the proposed reciprocal exemption from taxation in the United States and in Canada of the income of vessels of foreign registry.

A communication on this subject has now been received from the appropriate authority of this Government and it gives me pleasure to inform you that this Government agrees to the following undertaking:

(1) that, in respect of the Dominion of Canada, citizens of the United States not residing in Canada and corporations organized in the United States owning or operating ships documented in the United States shall be exempt from Canadian income tax on the earnings from sources within Canada derived exclusively from the operation of such ships;

(2) that, in respect of the United States, persons resident in Canada who are not citizens of the United States and corporations organized in Canada owning or operating ships documented in Canada shall be exempt

from United States income tax on the earnings from sources within the United States derived exclusively from the operation of such ships;

(3) that the exemption from income tax on the income derived from the operation of ships (including ferries) above provided shall be deemed to have come into force and shall be applicable to the income for the year 1921 and to all subsequent years, upon the understanding that no refunds of taxes paid will be made for any years which by virtue of statutory limitations governing refunds are barred.

The appropriate authority of this Government now has under preparation a Treasury Decision the purpose of which will be to give effect to the above mentioned agreement in so far as it relates to the United States. It is presumed that the appropriate authority of your Government will follow a similar course to give effect to the agreement in relation to Canada.

Accept, Sir, the renewed assurance of my high consideration.

For the Secretary of State:

W. R. CASTLE, Jr.

MR. HUME WRONG,

*Chargé d'Affaires ad interim*  
*of the Dominion of Canada.*

## RADIO COMMUNICATIONS BETWEEN PRIVATE EXPERIMENTAL STATIONS

*Exchange of notes at Washington October 2 and December 29, 1928,  
and January 12, 1929*

*Entered into force January 12, 1929; operative from January 1, 1929*

*Extended by agreement of April 23, and May 2 and 4, 1934<sup>1</sup>*

Treaty Series 767-A

*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

*Washington, 2nd. October 1928*

No. 147

SIR,

I have the honour to inform you that I have been instructed by the Secretary of State for External Affairs to approach you concerning the negotiation of an Agreement between His Majesty's Government in Canada and the Government of the United States governing radio communications between private experimental stations in the two countries.

The General Regulations annexed to the International Radiotelegraph Convention signed at Washington on November 25th. 1927,<sup>2</sup> and approved by His Majesty's Government in Canada, define the conditions under which communications shall be exchanged between Private Experimental Stations (termed Amateur Stations in Canada) of different countries. The relevant provisions in this connection set down under Article 6 of the General Regulations, read as follows:—

### ARTICLE 6

#### *Private Experimental Stations*

1. The exchange of communications between private experimental stations of different countries shall be forbidden if the Administration of one of the interested countries has given notice of its opposition to this exchange.

2. When this exchange is permitted the communications must, unless the interested countries have entered into other agreements among themselves, be

<sup>1</sup> 48 Stat. 1876; EAS 62.

<sup>2</sup> 45 Stat. 2848; TS 767.

carried on in plain language and be limited to messages bearing upon the experiments and to remarks of a private nature for which, by reason of their unimportance, recourse to the public telegraph service might not be warranted.

Canadian Private Experimental Stations (Amateur) have in the past and are, until the 1st. January, 1929, when the new regulations become effective, authorized to exchange certain messages within Canada and with other countries which permit it. Such messages are restricted to those coming within the following general headings, viz:—

1. Messages that would not normally be sent by any existing means of electrical communication and on which no tolls must be charged.

2. Messages from other Radio stations in isolated points not connected by any regular means of electrical communication; such messages to be handed to the local office of the Telegraph Company by the Amateur receiving station for transmission to final destination, e.g. messages from Expeditions in remote points such as the Arctic, etc.

3. Messages handled by Amateur Stations in cases of emergency, e.g. floods, etc., where the regular electrical communication systems become interrupted; such messages to be handed to the nearest point on the established commercial telegraph system remaining in operation.

Formal application has now been made to His Majesty's Government in Canada by Canadian Amateurs requesting that they be permitted to handle messages coming within the classes above outlined with the United States of America and that an Agreement be entered into in this connection, as provided for under Article 6, paragraph 2, of the General Regulations annexed to the Radiotelegraph Convention of Washington, 1927.

It may here be added that the same Agreement is desired with the Philippine Islands, which it is understood will adhere to the Convention through the United States.

I therefore have the honour to request that you may be good enough to inform me whether the competent authorities of the Government of the United States and of the Philippine Islands are prepared to enter into an agreement with His Majesty's Government in Canada as proposed above.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

VINCENT MASSEY

The Honourable

FRANK B. KELLOGG

*Secretary of State of the United States  
Washington, D.C.*

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
*Washington, December 29, 1928*

SIR:

I have the honor to refer to your note of October 2, 1928, in which you ask whether this Government is prepared to enter into an arrangement with His Majesty's Government in Canada, in accordance with paragraph 2 of Article 6 of the General Regulations annexed to the International Radio Convention of November 25, 1927, which would permit Canadian private experimental stations in Canada to handle certain classes of radio messages with the United States and the Philippine Islands after January 1, 1929.

I take pleasure in informing you that the Government of the United States accepts the proposal contained in your note of October 2, last, with the understanding that it will be reciprocal and that the messages to be exchanged will be restricted to those coming within the following general headings:

1. "Messages that would not normally be sent by any existing means of electrical communication and on which no tolls must be charged.

2. "Messages from other radio stations in isolated points not connected by any regular means of electrical communication; such messages to be handed to the local office of the Telegraph Company by the amateur receiving station for transmission to final destination, e.g., messages from expeditions in remote points such as the Arctic, etc."

3. "Messages handled by amateur stations in cases of emergency, e.g., floods, etc., where the regular electrical communication systems become interrupted; such messages to be handed to the nearest point on the established commercial telegraph system remaining in operation."

This Government interprets the first stipulation above set forth to mean that tolls shall not be accepted by amateurs for messages handled by them and that they shall not compete with commercial radio stations or telegraph lines.

It is the desire of this Government that the arrangement shall apply to the United States and its territories and possessions, including Alaska, the Hawaiian Islands, Porto Rico, the Virgin Islands, the Panama Canal Zone and the Philippine Islands.

This Government considers also that this arrangement should be subject to termination by either Government on sixty days' notice to the other Government, by a further arrangement between the two Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

I shall be glad to have you inform me whether these additional provisions



are acceptable to your Government. If so, the arrangement will be considered to be effective as of January 1, 1929.

Accept, Sir, the renewed assurances of my highest consideration.

FRANK B. KELLOGG

The Honorable

VINCENT MASSEY

*Minister of the Dominion of Canada*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

*Washington, 12th. January 1929*

No. 7

SIR,

I have the honour to acknowledge the receipt of your note of December 29th. 1928, concerning the proposal of His Majesty's Government in Canada to enter into an agreement with the Government of the United States in accordance with paragraph 2 of Article 6 of the General Regulations annexed to the International Radio Convention of November 25th. 1927, which would permit Canadian private experimental stations in Canada to handle certain classes of radio messages with the United States and the Philippine Islands after January 1st. 1929.

It is noted that the Government of the United States accepts the proposal contained in my note Number 147 of October 2nd. 1928, with the understanding that it will be reciprocal and that the messages to be exchanged will be restricted to those coming within the general headings described in that note.

It is noted also that the Government of the United States interprets the first stipulation set forth in the enumeration of general headings which have just been mentioned to mean that tolls shall not be accepted by amateurs for messages handled by them and that they shall not compete with commercial radio stations or telegraph lines.

His Majesty's Government in Canada observes that it is the desire of the Government of the United States that the arrangement shall apply to the United States and its territories and possessions including Alaska, the Hawaiian Islands, Porto Rico, the Virgin Islands, the Panama Canal Zone and the Philippine Islands.

It is observed also that the Government of the United States considers that this arrangement should be subject to termination by either Government on sixty days' notice to the other Government, by a further arrangement between the two Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

I have been instructed to inform you that these additional provisions are acceptable to His Majesty's Government in Canada and that, in consequence, the arrangement will be considered to be effective as of January 1st. 1929.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

VINCENT MASSEY

The Honourable

FRANK B. KELLOGG

*Secretary of State of the United States*  
*Washington, D. C.*

## ADMISSION OF CIVIL AIRCRAFT; PILOTS' LICENSES; CERTIFICATES OF AIRWORTHINESS

*Exchange of notes at Washington August 29 and October 22, 1929  
Entered into force October 22, 1929*

*Terminated August 1, 1938, upon entry into force of agreements of  
July 28, 1938*<sup>1</sup>

47 Stat. 2573; Executive Agreement Series 2

*The Secretary of State to the Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
*Washington, August 29, 1929*

SIR:

The Department refers to the negotiations which have been conducted between this Department and your Legation for the conclusion of a reciprocal arrangement between the United States and Canada for the admission of civil aircraft, the issuance of pilots' licenses, and the acceptance of certificates of airworthiness for aircraft imported as merchandise.

It is my understanding that it has been agreed in the course of these negotiations that this arrangement shall be as follows:

(1) All state aircraft other than military, naval, customs and police aircraft, shall be treated as civil aircraft and as such shall be subject to the requirements hereinafter provided for civil aircraft.

(2) Subject to the conditions and limitations hereinafter contained and set forth, Canadian civil aircraft shall be permitted to operate in the United States and, in like manner, civil aircraft of the United States shall be permitted to operate in the Dominion of Canada.

(3) Canadian aircraft, before entering the United States, must be registered and passed as airworthy by the Canadian Department of National Defense and must bear the registration markings allotted to it by that Department. Aircraft of the United States, before entering Canada, must be registered and passed as airworthy by the United States Department of Commerce, and must bear the registration markings allotted to it by that Department, preceded by the letter "N", placed on it in accordance with the Air Commerce Regulations of the Department of Commerce.

<sup>1</sup> EAS 129, 130, and 131, *post*, pp. 101, 108, and 111.

(4) Canadian aircraft making flights into the United States must carry aircraft, engine and journey logbooks, and the certificates of registration and airworthiness, issued by the Canadian Department of National Defense. The pilots shall bear licenses issued by said Department of National Defense. Like requirements shall be applicable in Canada with respect to aircraft of the United States and American pilots making flights into Canada. The certificates and licenses in the latter case shall be those issued by the United States Department of Commerce; provided, however, that pilots who are nationals of the one country shall be licensed by the other country under the following conditions:

(a) The Department of National Defense of the Dominion of Canada will issue pilots' licenses to American nationals upon a showing that they are qualified under the regulations of that Department covering the licensing of pilots; and the United States Department of Commerce will issue pilots' licenses to Canadian nationals upon a showing that they are qualified under the regulations of that department covering the licensing of pilots.

(b) Pilots' licenses issued by the United States Department of Commerce to Canadian nationals shall entitle them to the same privileges as are granted by pilots' licenses issued to American nationals, and pilots' licenses issued by the Department of National Defense of the Dominion of Canada to American nationals shall entitle them to the same privileges as are granted by pilots' licenses issued to Canadian nationals.

(c) Pilots' licenses granted to nationals of the one country by the other country shall not be construed to accord to them the right to register aircraft in such other country.

(d) Pilots' licenses granted to nationals of the one country by the other country shall not be construed to accord to them the right to operate aircraft in air commerce unless the aircraft is registered in such other country in accordance with its registration requirements except as provided for in Paragraphs (a) and (b) of Clause 6, with respect to discharging and taking on through passengers and/or cargo.

(5) No Canadian aircraft in which photographic apparatus has been installed shall be permitted to operate in the United States, nor shall any photographs be taken from Canadian aircraft while operating in or over United States territory, except in cases where the entrance of such aircraft or the taking of photographs is specifically authorized by the Department of Commerce of the United States. Like restrictions shall be applicable to aircraft of the United States desiring to operate in or over Canadian territory, and in such cases the entrance of aircraft in which photographic apparatus has been installed, and the taking of photographs shall not be permissible without the specific authorization of the Department of National Defense of Canada.

(6) (a) If the Canadian aircraft and pilot are licensed to carry passengers and/or cargo in the Dominion of Canada, they may do so between Canada and the United States, but not between points in the United States, except that subject to compliance with customs, quarantine and immigration requirements, such aircraft shall be permitted to discharge through passengers and/or cargo destined to the United States at one airport in the United States, according landing facilities to foreign aircraft, and to proceed with the remaining passengers and/or cargo to any other airports in the United States, according landing facilities to foreign aircraft, for the purpose of discharging the remaining passengers and/or cargo; and they shall in like manner be permitted to take on passengers and/or cargo destined to Canada at different airports in the United States on the return trip to Canada.

(b) If the United States aircraft and pilot are licensed to carry passengers and/or cargo in the United States, they may do so between the United States and Canada, but not between points in Canada, except that subject to compliance with customs, quarantine and immigration requirements such aircraft shall be permitted to discharge through passengers and/or cargo destined to Canada at one airport in Canada, according landing facilities to foreign aircraft, and to proceed with the remaining passengers and/or cargo to any other airports in Canada, according landing facilities to foreign aircraft, for the purpose of discharging the remaining passengers and/or cargo; and they shall in like manner be permitted to take on passengers and/or cargo destined to the United States at different airports in Canada on the return trip to the United States.

(7) The right accorded to Canadian pilots and aircraft to make flights over United States territory under the conditions provided for in the present arrangement shall be accorded, subject to compliance with the laws, rules and regulations in effect in the United States governing the operation of civil aircraft. The right accorded to American pilots and aircraft of the United States to make flights over Canadian territory, under the conditions herein provided for, shall be accorded, subject to compliance with the laws, rules and regulations in effect in Canada governing the operation of civil aircraft.

(8) Certificates of airworthiness for export issued in connection with aircraft built in Canada imported into the United States from Canada as merchandise will be accepted by the Department of Commerce of the United States if issued by the Department of National Defense of the Dominion of Canada in accordance with its requirements as to airworthiness. Certificates of airworthiness for export issued in connection with aircraft built in the United States imported into Canada from the United States as merchandise will, in like manner, be accepted by the Department of National Defense of Canada, if issued by the Department of Commerce of the United States in accordance with its requirements as to airworthiness.

(9) It shall be understood that this arrangement shall be subject to termination by either Government on sixty days' notice given to the other Government, by a further arrangement between the two Governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

I shall be glad to have you inform me whether it is the understanding of your Government that the arrangement agreed upon is as herein set forth. If so, the arrangement will be considered to be operative from the date of the receipt of your note so advising me.

Accept, Sir, the renewed assurances of my highest consideration.

H. L. STIMSON

Mr. HUME WRONG

*Chargé d'Affaires ad interim of  
the Dominion of Canada*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

*Washington, October 22, 1929*

No. 207

SIR:

I have the honour to refer to your note of August 29th, 1929, concerning the proposed reciprocal arrangement between the United States and Canada for the admission of civil aircraft, the issuance of pilots' licenses, and the acceptance of certificates of airworthiness for aircraft imported as merchandise. I have been instructed to inform you that His Majesty's Government in Canada concur in the terms of the agreement as set forth in your note, and will, therefore, consider it to be operative from this date.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

VINCENT MASSEY

The Hon. HENRY L. STIMSON

*Secretary of State of the United States  
Washington, D.C.*

# QUARANTINE INSPECTION OF VESSELS ENTERING PUGET SOUND OR GREAT LAKES VIA ST. LAWRENCE RIVER

*Exchange of notes at Ottawa October 10 and 23, 1929*  
*Entered into force October 23, 1929*

47 Stat. 2573; Executive Agreement Series 1

*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 132

OTTAWA, 10th October, 1929

SIR:

With reference to your note No. 480 of the 30th September, intimating that the Public Health authorities of your Government were agreeable to an exchange of notes for the purpose of establishing an arrangement between our Governments to provide for the acceptance by each Government of the quarantine inspection of the other in respect of vessels from foreign ports entering Puget Sound and adjacent waters or the Great Lakes via the St. Lawrence River, in the terms suggested in my note No. 45 of the 2nd May last, I have the honour to state that His Majesty's Government in Canada is prepared, in accordance with the provisions of Articles 56 and 57 of the International Sanitary Convention signed at Paris the 21st June, 1926,<sup>1</sup> to agree with the Government of the United States of America that vessels from foreign ports destined for both Canadian and United States ports located on the Straits of Juan de Fuca, Haro, Rosario, Georgia, Puget Sound, or their tributaries or connected waters, or so destined to ports on the Great Lakes and St. Lawrence River shall undergo quarantine inspection by the quarantine officers of that Government having jurisdiction over the primary port of arrival, and when cleared from quarantine in accordance with the provisions of the said International Sanitary Convention shall receive free pratique, the document granting such pratique to be issued in duplicate, that the original shall be presented upon entry at the primary port of arrival, and that the duplicate shall be presented to the proper quarantine officers upon secondary arrival and entry

<sup>1</sup> TS 762, *ante*, vol. 2, p. 545.



at the first port under the jurisdiction of the other Government, and shall be accepted by that Government without the formality of quarantine re-inspection, provided that cases of quarantinable disease have not been prevalent in the ports visited and have not occurred on board the vessel since the granting of the original pratique, and provided further that the observance of the provisions of Article 28 of the said Convention shall not be modified by such agreement.

It will be understood that on the receipt of a note from you expressing your Government's concurrence in this agreement, it shall become effective and the necessary administrative steps in connection with its operation shall be taken.

Accept, Sir, the renewed assurances of my highest consideration.

W. H. WALKER  
for  
*Secretary of State  
for External Affairs*

The Honourable WILLIAM PHILLIPS  
*Minister of the United States of America  
United States Legation, Ottawa*

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*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

No. 502

*Ottawa, Canada, October 23, 1929*

SIR:

I have the honor to acknowledge the receipt of your note No. 132 of October 10th, last, in regard to the proposed establishment of an arrangement between our Governments to provide for the acceptance by each Government of the quarantine inspection of the other in respect of vessels from foreign ports entering Puget Sound and adjacent waters or the Great Lakes via the St. Lawrence River.

It gives me pleasure to inform you that my Government accepts the terms of the agreement as set forth in your note No. 132 of October 10, 1929.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

WILLIAM PHILLIPS

The Right Honorable  
WILLIAM LYON MACKENZIE KING, C.M. G., LL. B., LL. D.  
*Secretary of State for External Affairs  
Ottawa*



## HALIBUT FISHERY OF NORTHERN PACIFIC OCEAN AND BERING SEA

*Convention signed at Ottawa, for the United States and the United Kingdom, May 9, 1930*

*Senate advice and consent to ratification February 24, 1931*

*Ratified by the President of the United States March 4, 1931*

*Ratified by the United Kingdom, in respect of Canada, March 20, 1931*

*Ratifications exchanged at Ottawa May 9, 1931*

*Entered into force May 9, 1931*

*Proclaimed by the President of the United States May 14, 1931*

*Superseded July 28, 1937, by convention of January 29, 1937<sup>1</sup>*

47 Stat. 1872; Treaty Series 837

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 the Dominion of Canada,

Being equally desirous of securing the preservation of the halibut fishery of the Northern Pacific Ocean and Bering Sea, have resolved to conclude a Convention for this purpose, and have named as their plenipotentiaries:

The President of the United States of America: Mr. B. Reath Riggs, Chargé d'Affaires of the United States of America in Canada; and

His Majesty, for the Dominion of Canada: The Right Honourable William Lyon Mackenzie King, Prime Minister and Secretary of State for External Affairs;

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 fishing vessels and boats of the United States of America 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 of

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<sup>1</sup> TS 917, *post*, p. 88.

America, including the southern as well as the western coasts of Alaska, and of the Dominion of Canada, from the first day of November next after the date of the exchange of ratifications of this Convention to the fifteenth day of the following February, both days inclusive, and within the same period yearly thereafter.

The International Fisheries Commission provided for by Article III is hereby empowered, subject to the approval of the President of the United States of America and of the Governor General of the Dominion of Canada, to suspend or modify the closed season provided for by this article, as to part or all of the convention waters, when it finds after investigation such changes are necessary.

It is understood that nothing contained in this convention shall prohibit the nationals or inhabitants or the fishing vessels or boats of the United States of America or 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 Convention or by any regulations adopted in pursuance of its provisions. 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 Convention or by any regulations adopted in pursuance of its provisions 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 of America 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.

It is further understood that nothing contained in this convention shall prohibit the International Fisheries Commission from conducting fishing operations for investigation purposes during the closed season.

## ARTICLE II

Every national or inhabitant, vessel or boat of the United States of America 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 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 this Convention, or any regulations which may be adopted in pursuance of its provisions, 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 continue under this Convention the Commission as at present constituted and known as the International Fisheries Commission, established by the Convention between the United States of America and His Britannic Majesty for the preservation of the halibut fishery of the Northern Pacific Ocean including Bering Sea, concluded March 2, 1923,<sup>2</sup> consisting of four members, two appointed by each Party, which Commission shall make such investigations as are necessary into the life history of the halibut in the convention waters and shall publish a report of its activities from time to time. Each of the High Contracting Parties shall have power to fill, and shall fill from time to time, vacancies which may occur in its representation on the Commission. Each of the High Contracting Parties 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 High Contracting Parties agree that for the purposes of protecting and conserving the halibut fishery of the Northern Pacific Ocean and Bering Sea, the International Fisheries Commission, with the approval of the President of the United States of America and of the Governor General of the Dominion of Canada, may, in respect of the nationals and inhabitants and fishing vessels and boats of the United States of America and of the Dominion of Canada, from time to time,

- (a) divide the convention waters into areas;
- (b) limit the catch of halibut to be taken from each area;
- (c) fix the size and character of halibut fishing appliances to be used therein;
- (d) make such regulations for the collection of statistics of the catch of halibut including the licensing and clearance of vessels, as will enable the International Fisheries Commission to determine the condition and trend of the halibut fishery by banks and areas, as a proper basis for protecting and conserving the fishery;
- (e) close to all halibut fishing such portion or portions of an area or areas, as the International Fisheries Commission find to be populated by small, immature halibut.

### 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 and

<sup>2</sup> TS 701, *post*, UNITED KINGDOM.

any regulation adopted thereunder, with appropriate penalties for violations thereof.

#### ARTICLE V

The present 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.

This Convention shall, from the date of the exchange of ratifications be deemed to supplant the Convention between the United States of America and His Britannic Majesty for the Preservation of the Halibut Fishery of the Northern Pacific Ocean including Bering Sea, concluded March 2, 1923.

#### ARTICLE VI

This Convention shall be ratified in accordance with the constitutional methods of the High Contracting Parties. The ratifications shall be exchanged at Ottawa 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 hereunto affixed their seals.

DONE at Ottawa on the ninth day of May, in the year one thousand nine hundred and thirty.

B. REATH RIGGS	[SEAL]
W. L. MACKENZIE KING	[SEAL]

## SOCKEYE SALMON FISHERIES

*Convention signed at Washington, for the United States and the United Kingdom, May 26, 1930*

*Senate advice and consent to ratification, with three understandings, June 16, 1936<sup>1</sup>*

*Ratified by the United Kingdom, in respect of Canada, June 26, 1937*

*Ratified by the President of the United States, with three understandings July 23, 1937<sup>1</sup>*

*Ratifications exchanged at Washington July 28, 1937*

*Entered into force July 28, 1937*

*Proclaimed by the President of the United States August 4, 1937*

*Amended by protocol of December 28, 1956<sup>2</sup>*

50 Stat. 1355; Treaty Series 918

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 the Dominion of Canada, recognizing that the protection, preservation and extension of the sockeye salmon fisheries in the Fraser River system are of common concern to the United States of America and the Dominion of Canada; that the supply of this fish in recent years has been greatly depleted and that it is of importance in the mutual interest of both countries that this source of wealth should be restored and maintained, have

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<sup>1</sup> The U.S. understandings, contained in the Senate's resolution of advice and consent, the President's ratification, and the protocol of exchange of ratifications signed at Washington July 28, 1937, read as follows:

"(1) That the International Pacific Salmon Fisheries Commission shall have no power to authorize any type of fishing gear contrary to the laws of the State of Washington or the Dominion of Canada;

"(2) That the Commission shall not promulgate or enforce regulations until the scientific investigations provided for in the convention have been made, covering two cycles of Sockeye Salmon runs, or eight years; and

"(3) That the Commission shall set up an Advisory Committee composed of five persons from each country who shall be representatives of the various branches of the industry (purse seine, gill net, troll, sport fishing, and one other), which Advisory Committee shall be invited to all non-executive meetings of the Commission and shall be given full opportunity to examine and to be heard on all proposed orders, regulations or recommendations."

For amendments to the protocol of exchange, see 8 UST 1057; TIAS 3867.

<sup>2</sup> 8 UST 1057; TIAS 3867.

resolved to conclude a Convention and to that end have named as their respective plenipotentiaries:

The President of the United States of America: Mr. Henry L. Stimson, Secretary of State of the United States of America; and

His Majesty, for the Dominion of Canada: The Honorable Vincent Massey, a member of His Majesty's Privy Council for Canada and His Envoy Extraordinary and Minister Plenipotentiary for Canada at Washington;

Who, after having communicated to each other their full powers, found in good and due form, have agreed upon the following Articles:

#### ARTICLE I

The provisions of this Convention and the orders and regulations issued under the authority thereof shall apply, in the manner and to the extent hereinafter provided in this Convention, to the following waters:

1. The territorial waters and the high seas westward from the western coast of the United States of America and the Dominion of Canada and from a direct line drawn from Bonilla Point, Vancouver Island, to the lighthouse on Tatoosh Island, Washington,—which line marks the entrance to Juan de Fuca Strait,—and embraced between 48 and 49 degrees north latitude, excepting therefrom, however, all the waters of Barklay Sound, eastward of a straight line drawn from Amphitrite Point to Cape Beale and all the waters of Nitinat Lake and the entrance thereto.

2. The waters included within the following boundaries:

Beginning at Bonilla Point, Vancouver Island, thence along the aforesaid direct line drawn from Bonilla Point to Tatoosh Lighthouse, Washington, described in paragraph numbered 1 of this Article, thence to the nearest point of Cape Flattery, thence following the southerly shore of Juan de Fuca Strait to Point Wilson, on Quimper Peninsula, thence in a straight line to Point Partridge on Whidbey Island, thence following the western shore of the said Whidbey Island, to the entrance to Deception Pass, thence across said entrance to the southern side of Reservation Bay, on Fidalgo Island, thence following the western and northern shore line of the said Fidalgo Island to Swinomish Slough, crossing the said Swinomish Slough, in line with the track of the Great Northern Railway, thence northerly following the shore line of the mainland to Atkinson Point at the northerly entrance to Burrard Inlet, British Columbia, thence in a straight line to the southern end of Bowen Island, thence westerly following the southern shore of Bowen Island to Cape Roger Curtis, thence in a straight line to Gower Point, thence westerly following the shore line to Welcome Point on Seechelt Peninsula, thence in a straight line to Point Young on Lasqueti Island, thence in a straight line to Dorcas Point on Vancouver Island, thence following the eastern and southern shores of the said Vancouver Island to the starting point at Bonilla Point, as

shown on the United States Coast and Geodetic Survey Chart Number 6300, as corrected to March 14, 1930, and on the British Admiralty Chart Number 579,<sup>3</sup> copies of which are annexed to this Convention and made a part thereof.

3. The Fraser River and the streams and lakes tributary thereto.

The High Contracting Parties engage to have prepared as soon as practicable charts of the waters described in this Article, with the above described boundaries thereof and the international boundary indicated thereon. Such charts, when approved by the appropriate authorities of the Governments of the United States of America and the Dominion of Canada, shall be considered to have been substituted for the charts annexed to this Convention and shall be authentic for the purposes of the Convention.

The High Contracting Parties further agree to establish within the territory of the United States of America and the territory of the Dominion of Canada such buoys and marks for the purposes of this Convention as may be recommended by the Commission hereinafter authorized to be established, and to refer such recommendations as the Commission may make as relate to the establishment of buoys or marks at points on the international boundary to the International Boundary Commission, United States-Alaska and Canada, for action pursuant to the provisions of the Treaty between the United States of America and His Majesty, in respect of Canada, respecting the boundary between the United States of America and the Dominion of Canada, signed February 24, 1925.<sup>4</sup>

## ARTICLE II

The High Contracting Parties agree to establish and maintain a Commission to be known as the International Pacific Salmon Fisheries Commission, hereinafter called the Commission, consisting of six members, three on the part of the United States of America and three on the part of the Dominion of Canada.

The Commissioners on the part of the United States of America shall be appointed by the President of the United States of America. The Commissioners on the part of the Dominion of Canada shall be appointed by His Majesty on the recommendation of the Governor General in Council.

The Commissioners appointed by each of the High Contracting Parties shall hold office during the pleasure of the High Contracting Party by which they were appointed.

The Commission shall continue in existence so long as this Convention shall continue in force, and each High Contracting Party shall have power to fill and shall fill from time to time vacancies which may occur in its representation on the Commission in the same manner as the original appointments are made. Each High Contracting Party shall pay the salaries and expenses

<sup>3</sup> For charts, see 50 Stat. 1360-61.

<sup>4</sup> TS 720, *ante*, p. 7.



of its own Commissioners, and joint expenses incurred by the Commission shall be paid by the two High Contracting Parties in equal moieties.

### ARTICLE III<sup>5</sup>

The Commission shall make a thorough investigation into the natural history of the Fraser River sockeye salmon, into hatchery methods, spawning ground conditions and other related matters.<sup>6</sup> It shall conduct the sockeye salmon fish cultural operations in the waters described in paragraphs numbered 2 and 3 of Article I of this Convention, and to that end it shall have power to improve spawning grounds, construct, and maintain hatcheries, rearing ponds and other such facilities as it may determine to be necessary for the propagation of sockeye salmon in any of the waters covered by this Convention, and to stock any such waters with sockeye salmon by such methods as it may determine to be most advisable. The Commission shall also have authority to recommend to the Governments of the High Contracting Parties removing or otherwise overcoming obstructions to the ascent of sockeye salmon, that may now exist or may from time to time occur, in any of the waters covered by this Convention, where investigation may show such removal of or other action to overcome obstructions to be desirable. The Commission shall make an annual report to the two Governments as to the investigations which it has made and other action which it has taken in execution of the provisions of this Article, or of other Articles of this Convention.

The cost of all work done pursuant to the provisions of this Article, or of other Articles of this Convention, including removing or otherwise overcoming obstructions that may be approved, shall be borne equally by the two Governments, and the said Governments agree to appropriate annually such money as each may deem desirable for such work in the light of the reports of the Commission.

### ARTICLE IV<sup>7</sup>

The Commission is hereby empowered to limit or prohibit taking sockeye salmon in respect of all or any of the waters described in Article I of this Convention, provided that when any order is adopted by the Commission limiting or prohibiting taking sockeye salmon in any of the territorial waters or on the High Seas described in paragraph numbered 1 of Article I, such order shall extend to all such territorial waters and High Seas, and, similarly, when in any of the waters of the United States of America embraced in paragraph numbered 2 of Article I, such order shall extend to all such waters of the United States of America, and when in any of the Canadian

<sup>5</sup> For an amendment of art. III, see protocol of May 26, 1930 (8 UST 1057; TIAS 3867).

<sup>6</sup> For an agreement of July 21 and Aug. 5, 1944 (EAS 479), pursuant to recommendations made by the Commission on Jan. 11, 1944, see *post*, p. 364.

<sup>7</sup> For an amendment of art. IV, see 8 UST 1057; TIAS 3867.



waters embraced in paragraphs numbered 2 and 3 of Article I, such order shall extend to all such Canadian waters, and provided further, that no order limiting or prohibiting taking sockeye salmon adopted by the Commission shall be construed to suspend or otherwise affect the requirements of the laws of the State of Washington or of the Dominion of Canada as to the procuring of a license to fish in the waters on their respective sides of the boundary, or in their respective territorial waters embraced in paragraph numbered 1 of Article I of this Convention, and provided further that any order adopted by the Commission limiting or prohibiting taking sockeye salmon on the High Seas embraced in paragraph numbered 1 of Article I of this Convention shall apply only to nationals and inhabitants and vessels and boats of the United States of America and the Dominion of Canada.

Any order adopted by the Commission limiting or prohibiting taking sockeye salmon in the waters covered by this Convention, or any part thereof, shall remain in full force and effect unless and until the same be modified or set aside by the Commission. Taking sockeye salmon in said waters in violation of an order of the Commission shall be prohibited.

#### ARTICLE V

In order to secure a proper escapement of sockeye salmon during the spring or chinook salmon fishing season, the Commission may prescribe the size of the meshes in all fishing gear and appliances that may be operated during said season in the waters of the United States of America and/or the Canadian waters described in Article I of this Convention. At all seasons of the year the Commission may prescribe the size of the meshes in all salmon fishing gear and appliances that may be operated on the High Seas embraced in paragraph numbered 1 of Article I of this Convention, provided, however, that in so far as concerns the High Seas, requirements prescribed by the Commission under the authority of this paragraph shall apply only to nationals and inhabitants and vessels and boats of the United States of America and the Dominion of Canada.

Whenever, at any other time than the spring or chinook salmon fishing season, the taking of sockeye salmon in waters of the United States of America or in Canadian waters is not prohibited under an order adopted by the Commission, any fishing gear or appliance authorized by the State of Washington may be used in waters of the United States of America by any person thereunto authorized by the State of Washington, and any fishing gear or appliance authorized by the laws of the Dominion of Canada may be used in Canadian waters by any person thereunto duly authorized. Whenever the taking of sockeye salmon on the High Seas embraced in paragraph numbered 1 of Article I of this Convention is not prohibited, under an order adopted by the Commission, to the nationals or inhabitants or vessels or boats of the United States of America or the Dominion of Canada, only such salmon fishing gear and appliances as may have been approved by the Com-

mission may be used on such High Seas by said nationals, inhabitants, vessels or boats.

#### ARTICLE VI <sup>8</sup>

No action taken by the Commission under the authority of this Convention shall be effective unless it is affirmatively voted for by at least two of the Commissioners of each High Contracting Party.

#### ARTICLE VII <sup>9</sup>

Inasmuch as the purpose of this Convention is to establish for the High Contracting Parties, by their joint effort and expense, a fishery that is now largely nonexistent, it is agreed by the High Contracting Parties that they should share equally in the fishery. The Commission shall, consequently, regulate the fishery with a view to allowing, as nearly as may be practicable, an equal portion of the fish that may be caught each year to be taken by the fishermen of each High Contracting Party.

#### ARTICLE VIII

Each High Contracting Party shall be responsible for the enforcement of the orders and regulations adopted by the Commission under the authority of this Convention, in the portion of its waters covered by the Convention.

Except as hereinafter provided in Article IX of this Convention, each High Contracting Party shall be responsible, in respect of its own nationals and inhabitants and vessels and boats, for the enforcement of the orders and regulations adopted by the Commission, under the authority of this Convention, on the High Seas embraced in paragraph numbered 1 of Article I of the Convention.

Each High Contracting Party shall acquire and place at the disposition of the Commission any land within its territory required for the construction and maintenance of hatcheries, rearing ponds, and other such facilities as set forth in Article III.

#### ARTICLE IX

Every national or inhabitant, vessel or boat of the United States of America or of the Dominion of Canada, that engages in sockeye salmon fishing on the High Seas embraced in paragraph numbered 1 of Article I of this Convention, in violation of an order or regulation adopted by the Commission, under the authority of this Convention, may be seized and detained by the duly authorized officers of either High Contracting Party, and when so seized and detained shall be delivered by the said officers, as soon as practicable, to an authorized official of the country to which such person, vessel or boat belongs,

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<sup>8</sup> For an amendment of art. VI, see 8 UST 1057; TIAS 3867.

<sup>9</sup> For an amendment of art. VII, see *ibid.*

at the nearest point to the place of seizure, or elsewhere, as may be agreed upon with the competent authorities. The authorities of the country to which a person, vessel or boat belongs alone shall have jurisdiction to conduct prosecutions for the violation of any order or regulation, adopted by the Commission in respect of fishing for sockeye salmon on the High Seas embraced in paragraph numbered 1 of Article I of this Convention, or of any law or regulation which either High Contracting Party may have made to carry such order or regulation of the Commission 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 X

The High Contracting Parties agree to enact and enforce such legislation as may be necessary to make effective the provisions of this Convention and the orders and regulations adopted by the Commission under the authority thereof, with appropriate penalties for violations.

#### ARTICLE XI

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 Majesty in accordance with constitutional practice, and it shall become effective upon the date of the exchange of ratifications which shall take place at Washington as soon as possible and shall continue in force for a period of sixteen years, and thereafter until one year from the day on which either of the High Contracting Parties shall give notice to the other of its desire to terminate it.

In witness whereof, the respective plenipotentiaries have signed the present Convention, and have affixed their seals thereto.

Done in duplicate at Washington on the twenty-sixth day of May, one thousand nine hundred and thirty.

HENRY L. STIMSON	[SEAL]
VINCENT MASSEY	[SEAL]

## RADIO BROADCASTING

*Exchange of notes at Washington May 5, 1932*

*Entered into force May 5, 1932*

*Superseded by agreement of October 28 and December 10, 1938*<sup>1</sup>

47 Stat. 2704; Executive Agreement Series 34

*The Canadian Minister to the Acting Secretary of State*

CANADIAN LEGATION  
*Washington, May 5th, 1932*

No. 81

SIR:

I have the honour to inform you that the Canadian House of Commons recently appointed a committee to enquire into the whole position of radio broadcasting in Canada. This committee has under consideration a technical scheme for broadcasting in Canada which it is considered will provide satisfactory coverage in the chief population areas throughout the Dominion and at the same time make provision for the community service that may be desired. This scheme is divided into two distinct parts:

(a) A chain of high-power stations, operating on clear channels, and located at suitable intervals across Canada;

(b) A number of low-power stations of very limited range, operating on shared channels, and located as required for community service.

If this scheme receives the approval of Parliament, it is proposed to use 50 K.W. stations, one in each of the Provinces of British Columbia, Manitoba, Ontario, Quebec, and eventually one in the Maritime Provinces. In Saskatchewan and Alberta it is proposed to use 5 K.W. stations at present, two being used in each Province, synchronized on a common channel. In Ontario there will be, in addition, two 10 K.W. stations, one in Western Ontario and one in Northern Ontario. Four smaller stations of one K.W. capacity each are provided for the Port Arthur-Fort William area, and for Ottawa, Montreal, and Quebec. In the Maritimes, three 500-watt stations are provided for the present, one in each Province. The scheme also includes a 500-watt station on the shared channels for the city of Toronto for local service.

In adopting this plan, Canada would reserve the right to increase the power

<sup>1</sup> EAS 136, *post*, p. 129.

of the stations in Alberta, Saskatchewan, Northern and Western Ontario to 50 K.W. each, should such increase become necessary.

The committee, in addition to considering the power required, proposed the following channels as suitable for the main stations:

Prince Edward Island	630 K.C.
New Brunswick	1,030 K.C.
Nova Scotia	1,050 K.C.
Quebec	930 K.C.
Montreal area (1 K.W.)	600 K.C.
“ “ (50 K.W.)	730 K.C.
Ottawa	880 K.C.
Toronto area (500 Watt)	1,120 K.C.
“ “ (50 K.W.)	690 K.C.
Western Ontario	840 K.C.
Northern Ontario	960 K.C.
Port Arthur-Fort William Area	780 K.C.
Manitoba	910 K.C.
Saskatchewan	540 K.C.
Alberta	1,030 K.C.
British Columbia	1,100 K.C.

In order to ensure satisfactory local broadcast service throughout Canada, it is proposed that stations, limited to a maximum power of 100 watts, be erected where necessary, and that they should be operated on shared channels. It is considered that one hundred or more such stations may eventually be required in Canada, and that twenty channels should be available for this type of service. In establishing such stations, it is proposed to maintain the same geographical separation between Canadian and United States stations as is maintained between United States stations of the same power.

Due notification would, of course, be given of the effective dates of any changes in the present operation to conform with the above plan.

In the event of the adoption of the above arrangement, it is understood that if, as the result of the Madrid Conference,<sup>2</sup> any additional channels are made available for broadcasting, a further allocation will be made, as between the United States and Canada, on an equitable basis.

I shall be obliged if you will inform me at your early convenience whether the United States authorities can make the necessary readjustments so that these channels will be available for effective use in Canada.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

W. D. HERRIDGE

The Hon. W. R. CASTLE, Jr.,  
*Acting Secretary of State,*  
*Washington, D.C.*

<sup>2</sup> For convention signed at Madrid Dec. 9, 1932 (TS 867), see *ante*, vol. 3, p. 65.

*The Acting Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

*Washington, May 5, 1932*

SIR:

I am grateful for your courtesy in informing me by your note of May 5, 1932, of the technical plan which is being considered by the committee of the Canadian House of Commons as a means of providing Canada with satisfactory radio broadcasting coverage. You inquire whether the authorities of the United States can make the readjustment necessary to render certain channels available for effective use in Canada.

In reply, I am glad to inform you that as notice is given from time to time of the dates of changes to be made in the present operations of Canadian broadcasting stations to conform to the plan set out, this Government will be glad to make the necessary readjustments.

It is understood that, if as the result of the Madrid Conference, any additional channels are made available for broadcasting, a further allocation will be made, as between the United States and Canada, on an equitable basis.

Accept, Sir, the renewed assurances of my highest consideration.

W. R. CASTLE, Jr.

*Acting Secretary of State*

The Honorable

WILLIAM DUNCAN HERRIDGE,

*K.C., D.S.O., M.C.,**Minister of the Dominion of Canada.*

## MILITARY OVERFLIGHTS

*Exchange of notes at Ottawa September 15 and 16, 1932*

*Entered into force September 16, 1932; operative from July 1, 1932*

*Amended by agreements of May 21, June 2, and July 12 and 20, 1934,<sup>1</sup>  
and September 23 and November 5, 1935<sup>2</sup>*

*Extended by agreements of June 7 and 10, 1933;<sup>3</sup> May 21, June 2, and  
July 12 and 20, 1934;<sup>1</sup> September 23 and November 5, 1935;<sup>2</sup>  
June 29, 1936;<sup>4</sup> June 7 and 10, 1937;<sup>5</sup> June 18 and 20, 1938;<sup>6</sup>  
and June 22 and 23, 1939<sup>7</sup>*

*Expired June 30, 1940*

*Replaced by agreement of September 18, 19, and 30, 1940<sup>8</sup>*

Canada Treaty Series, 1932, No. 4

*The American Chargé d'Affaires ad interim to the Secretary of State  
for External Affairs*

OTTAWA, CANADA

September 15, 1932

No. 560

SIR:

I have the honor to inform you that the United States Government is prepared to grant "blanket" permission, for a period of one year from July 1, 1932, for Canadian Military aircraft to make flights across the State of Maine by direct route between points of departure in Quebec to a destination in New Brunswick, or vice versa, provided that the Canadian Government extends similar privileges to United States Army aircraft in flights over Canadian territory between Selfridge Field, Mount Clemens, Michigan, and Cleveland, Ohio, or Buffalo, New York.<sup>9</sup> The extension of these privileges is conditional upon the observance of the following stipulations:

<sup>1</sup> *Post*, p. 56.

<sup>2</sup> *Post*, p. 69.

<sup>3</sup> Canada Treaty Series, 1933, No. 9.

<sup>4</sup> *Ibid.*, 1936, No. 10.

<sup>5</sup> *Ibid.*, 1937, No. 8.

<sup>6</sup> *Ibid.*, 1938, No. 7.

<sup>7</sup> *Ibid.*, 1939, No. 9.

<sup>8</sup> *Post*, p. 193.

<sup>9</sup> For an amendment, see agreement of Sept. 23 and Nov. 5, 1935, *post*, p. 69.



(a) The most direct route shall be followed unless stress of weather compels deviation;

(b) Aircraft shall not land outside their own territory except by special arrangement between the two Governments;

(c) In case of forced landings outside their own territory, pilots shall, with as little delay as possible, report to the local police, customs and immigration authorities and notify, by telegraph, the appropriate Departments of their respective Governments;<sup>10</sup>

(d) No photographs shall be taken while en route over foreign territory.

I avail myself of the occasion to renew to you, the assurances of my highest consideration.

PIERRE DE L. BOAL  
*Chargé d'Affaires a.i.*

The Right Honorable R. B. BENNETT, LL.B., LL.D.  
*Secretary of State for External Affairs*  
*Ottawa*

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*The Secretary of State for External Affairs to the American Chargé d'Affaires  
ad interim*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 136

OTTAWA, 16th September, 1932

SIR,

I have the honour to acknowledge the receipt of your note No. 560 of the 15th September informing me that the United States Government is prepared to grant "blanket" permission for a period of one year from July 1, 1932, for Canadian Military aircraft to make flights across the State of Maine by direct route between points of departure in Quebec to a destination in New Brunswick, or vice versa, provided that the Canadian Government extends similar privileges to United States Army aircraft in flights over Canadian territory between Selfridge Field, Mount Clemens, Michigan, and Cleveland, Ohio, or Buffalo, New York, it being understood that the extension of these privileges is conditional upon the observance of the following stipulations:

(a) The most direct route shall be followed unless stress of weather compels deviation;

(b) Aircraft shall not land outside their own territory except by special arrangement between the two Governments;

(c) In case of forced landings outside their own territory, pilots shall, with as little delay as possible, report to the local police, customs and immi-

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<sup>10</sup> For an amendment of stipulation (c), see agreement of May 21, June 2, and July 12 and 20, 1934, *post*, p. 56.



gration authorities and notify, by telegraph, the appropriate Departments of their respective Governments;<sup>10</sup>

(d) No photographs shall be taken while en route over foreign territory.

I have the honour to inform you that in consideration of the extension of such privileges to Canadian Military aircraft, the Canadian Government agrees on these conditions to extend similar privileges for the period named to United States Army aircraft in flights over Canadian territory between Selfridge Field, Mount Clemens, Michigan, and Cleveland, Ohio, or Buffalo, New York.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON

for

*Secretary of State  
for External Affairs*

PIERRE DE L. BOAL, Esquire,  
*Chargé d'Affaires,  
Legation of the United States,  
Ottawa*

## EXEMPTION OF CERTAIN VESSELS FROM LOAD-LINE REQUIREMENTS

*Convention signed at Washington, for the United States and the United Kingdom, December 9, 1933*

*Senate advice and consent to ratification February 2, 1934*

*Ratified by the President of the United States February 21, 1934*

*Ratified by the United Kingdom, in respect of Canada, June 13, 1934*

*Ratifications exchanged at Washington July 26, 1934*

*Entered into force July 26, 1934*

*Proclaimed by the President of the United States August 11, 1934*

49 Stat. 2685; Treaty Series 869

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 the Dominion of Canada,

Desiring to exempt vessels of the United States and Canada operating solely on certain sheltered waters of the west coast of North America from load line requirements, as contemplated in Article 2, Section 2 of the International Load Line Convention, signed at London, July 5, 1930,<sup>1</sup> which reads as follows:

“Ships when engaged on international voyages between the near neighbouring ports of two or more countries may be exempted by the Administration to which such ships belong from the provisions of this Convention, so long as they shall remain in such trades, if the Governments of the countries in which such ports are situated shall be satisfied that the sheltered nature and conditions of such voyages between such ports make it unreasonable or impracticable to apply the provisions of this Convention to ships engaged in such trades.”

have resolved to conclude a convention for these purposes, and to that end have appointed as their respective Plenipotentiaries:

The President of the United States of America:

William Phillips, Acting 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, for the Dominion of Canada:

<sup>1</sup> TS 858, *ante*, vol. 2, p. 1081.

The Honorable William Duncan Herridge, P.C., D.S.O., M.C., His Envoy Extraordinary and Minister Plenipotentiary for Canada in the United States of America;

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

#### ARTICLE I

The Government of the United States of America, being satisfied that the waters of Puget Sound, the waters lying between Vancouver Island and the mainland, and east of a line from a point one nautical mile west of the city limits of Port Angeles in the State of Washington to Race Rocks on Vancouver Island, and of a line from Hope Island, British Columbia, to Cape Calvert, Calvert Island, British Columbia, the waters east of a line from Cape Calvert to Duke Point on Duke Island, and the waters north of Duke Island and east of Prince of Wales Island, Baranof Island and Chicagof Island, the waters of Peril, Neva and Olga Straits to Sitka, and the waters east of a line from Port Althorp on Chicagof Island to Cape Spencer, Alaska, are sheltered waters of the nature contemplated in Article 2, Section 2 of the International Load Line Convention, 1930, agrees to exempt from the provisions of the International Load Line Convention, and existing load line statutes of the United States, Canadian vessels, and vessels of the United States, when engaged on international voyages originating on, wholly confined to, and terminating on the above defined waters.

#### ARTICLE II

The Government of the Dominion of Canada, also being satisfied of the sheltered nature of the waters defined in Article I agrees likewise to exempt vessels of the United States and Canadian vessels from the requirements of the aforesaid convention and existing load line statutes of Canada, when engaged on international voyages originating on, wholly confined to, and terminating on the said waters.

#### ARTICLE III

The present convention shall be ratified in accordance with the constitutional methods of the High Contracting Parties. It shall take effect on the day of the exchange of ratifications, which shall take place at Washington as soon as possible, and it shall remain in force thereafter, until six months from the date on which one of the High Contracting Parties shall have given to the other notice of an intention to terminate it.

In faith whereof the above-named Plenipotentiaries have signed the present convention and affixed thereto their respective seals.

Done in duplicate at Washington, the ninth day of December, one thousand nine hundred and thirty-three.

WILLIAM PHILLIPS	[SEAL]
W. D. HERRIDGE	[SEAL]

## MILITARY OVERFLIGHTS

*Exchange of notes at Ottawa May 21, June 2, and July 12 and 20, 1934, extending and amending agreement of September 15 and 16, 1932, as extended*

*Entered into force July 20, 1934; operative from July 1, 1934*

*Expired June 30, 1940*

Canada Treaty Series, 1934, No. 9

*The American Minister to the Secretary of State for External Affairs*

OTTAWA, CANADA

May 21, 1934

No. 239

SIR:

I have the honor to inform you that I have been authorized by my Government to extend for a period of one year beginning July 1, 1934, the agreement concluded by our two Governments in September, 1932,<sup>1</sup> whereby permission was granted, under certain conditions, for military aircraft of either government to fly over specified portions of the territory of the other.

I should therefore appreciate being informed whether the Canadian Government will be disposed to agree to the extension of this agreement for the period specified and, if so, whether this note will be considered by the Canadian Government as sufficient confirmation of the extension of the agreement by the Government of the United States.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

WARREN D. ROBBINS

The Right Honorable

THE SECRETARY OF STATE

FOR EXTERNAL AFFAIRS,

Ottawa.

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<sup>1</sup> Exchange of notes at Ottawa Sept. 15 and 16, 1932, *ante*, p. 51.

*The Secretary of State for External Affairs to the American Minister*DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 54

OTTAWA, June 2, 1934

SIR,

In reply to your despatch No. 239 of May 21st, 1934, inquiring whether this Government is disposed to agree to the extension for a period of one year beginning July 1st, 1934, of the agreement concluded between our two governments in September, 1932, whereby permission was granted, under certain conditions, for military aircraft of either government to fly over specified portions of the territory of the other, I have the honour to bring to your attention that stipulation (c) of the above Convention embodies instructions to pilots in the event of forced landings, as follows:—

“In case of forced landings made outside their own territory, pilots shall, with as little delay as possible, report to the local police, Customs and Immigration authorities and notify by telegram the appropriate Departments of their respective Governments.”

As the agreement stands at present there is no guarantee to the interested parties that pilots have observed its terms. Furthermore, if pilots do report to the local police it is quite possible that such police will be unacquainted with these terms. I have the honour, therefore, to suggest that the agreement be extended for a period of one year beginning July 1st, 1934, on condition that the particular paragraph referred to above be changed to read as follows:

“In case of forced landings outside their own territory, pilots shall, with as little delay as possible, report to the Provincial Police or State Police, as applicable, and to the Customs and Immigration authorities, also notifying by telegram the appropriate Departments of both Governments.”

In this connection the appropriate Department in Canada would be the Department of National Defence. It is hoped that this change would ensure that the terms of the agreement were being observed.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for*Secretary of State  
for External Affairs*THE UNITED STATES MINISTER TO CANADA,  
*Ottawa.*

*The American Minister to the Secretary of State for External Affairs*

OTTAWA, CANADA

July 12, 1934

No. 283

SIR:

I have the honor to refer to Dr. Skelton's note No. 54 of June 2, 1934, in reply to my note No. 239 of May 21, 1934, stating that the Canadian Government is willing to extend for a period of one year, beginning July 1st, 1934, the agreement reached in 1932 governing certain flights by military aircraft, provided that stipulation (c) of the agreement be changed to read as follows:

"In case of forced landings outside their own territory, pilots shall, with as little delay as possible, report to the Provincial Police or State Police, as applicable, and to the Customs and Immigration authorities, also notifying by telegram the appropriate Departments of both Governments."

The Government of the United States has no objection to the proposed change and the agreement, as amended, is therefore considered to be in effect as of July 1st, 1934. I should appreciate receiving your confirmation of this understanding.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

WARREN D. ROBBINS

The Right Honorable

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS

*Ottawa, Canada*

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*The Secretary of State for External Affairs to the American Minister*DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 91

OTTAWA, July 20, 1934

SIR,

With reference to your despatch No. 283 of July 12th concerning the agreement between our two governments reached in 1932 whereby military aircraft of either country are permitted to fly over specified portions of the territory of the other, I have the honour to state that this Government is willing to extend the above agreement for one year, beginning July 1st, 1934, provided that stipulation (c) of the agreement be changed to read as follows:

“In case of forced landings outside their own territory, pilots shall, with as little delay as possible, report to the Provincial Police or State Police, as applicable, and to the Customs and Immigration authorities, also notifying by telegram the appropriate Departments of both Governments.”

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA  
*Ottawa*

## CLAIMS: DAMAGES RESULTING FROM OPERATION OF SMELTER AT TRAIL, BRITISH COLUMBIA

*Convention signed at Ottawa, for the United States and the United Kingdom, April 15, 1935*

*Senate advice and consent to ratification June 5, 1935*

*Ratified by the President of the United States June 12, 1935*

*Ratified by the United Kingdom, in respect of Canada, July 20, 1935*

*Ratifications exchanged at Ottawa August 3, 1935*

*Entered into force August 3, 1935*

*Proclaimed by the President of the United States August 7, 1935*

*Supplemented by agreement of November 17, 1949, and January 24, 1950*<sup>1</sup>

49 Stat. 3245; Treaty Series 893

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 the Dominion of Canada,

Considering that the Government of the United States has complained to the Government of Canada that fumes discharged from the smelter of the Consolidated Mining and Smelting Company at Trail, British Columbia, have been causing damage in the State of Washington, and

Considering further that the International Joint Commission, established pursuant to the Boundary Waters Treaty of 1909,<sup>2</sup> investigated problems arising from the operation of the smelter at Trail and rendered a report and recommendations thereon, dated February 28, 1931, and

Recognizing the desirability and necessity of effecting a permanent settlement,

Have decided to conclude a Convention for the purposes aforesaid, and to that end have named as their respective plenipotentiaries:

The President of the United States of America:

PIERRE DE L. BOAL, Chargé d'Affaires ad interim of the United States of America at Ottawa;

<sup>1</sup> 3 UST 539; TIAS 2412.

<sup>2</sup> TS 548, *post*, UNITED KINGDOM.



His Majesty the King of Great Britain, Ireland and the British dominions beyond the Seas, Emperor of India, for the Dominion of Canada:

The Right Honourable RICHARD BEDFORD BENNETT, Prime Minister, President of the Privy Council and Secretary of State for External Affairs;

Who, after having communicated to each other their full powers, found in good and due form, have agreed upon the following Articles:

#### ARTICLE I

The Government of Canada will cause to be paid to the Secretary of State of the United States, to be deposited in the United States Treasury, within three months after ratifications of this Convention have been exchanged, the sum of three hundred and fifty thousand dollars, United States currency, in payment of all damage which occurred in the United States, prior to the first day of January, 1932, as a result of the operation of the Trail Smelter.

#### ARTICLE II

The Governments of the United States and of Canada, hereinafter referred to as "the Governments", mutually agree to constitute a tribunal hereinafter referred to as "the Tribunal", for the purpose of deciding the Questions referred to it under the provisions of Article III. The Tribunal shall consist of a chairman and two national members.

The chairman shall be a jurist of repute who is neither a British subject nor a citizen of the United States. He shall be chosen by the Governments, or, in the event of failure to reach agreement within nine months after the exchange of ratifications of this Convention, by the President of the Permanent Administrative Council of the Permanent Court of Arbitration at The Hague described in Article 49 of the Convention for the Pacific Settlement of International Disputes concluded at The Hague on October 18, 1907.<sup>3</sup>

The two national members shall be jurists of repute, who have not been associated directly or indirectly, in the present controversy. One member shall be chosen by each of the Governments.

The Governments may each designate a scientist to assist the Tribunal.

#### ARTICLE III

The Tribunal shall finally decide the questions, hereinafter referred to as "the Questions", set forth hereunder, namely:—

(1) Whether damage caused by the Trail Smelter in the State of Washington has occurred since the first day of January, 1932, and, if so, what indemnity should be paid therefor?

<sup>3</sup> TS 536, *ante*, vol. 1, p. 594.

(2) In the event of the answer to the first part of the preceding Question being in the affirmative, whether the Trail Smelter should be required to refrain from causing damage in the State of Washington in the future and, if so, to what extent?

(3) In the light of the answer to the preceding Question, what measures or regime, if any, should be adopted or maintained by the Trail Smelter?

(4) What indemnity or compensation, if any, should be paid on account of any decision or decisions rendered by the Tribunal pursuant to the next two preceding Questions?

#### ARTICLE IV

The Tribunal shall apply the law and practice followed in dealing with cognate questions in the United States of America as well as International Law and Practice, and shall give consideration to the desire of the High Contracting Parties to reach a solution just to all parties concerned.

#### ARTICLE V

The procedure in this adjudication shall be as follows:

1. Within nine months from the date of the exchange of ratifications of this agreement, the Agent for the Government of the United States shall present to the Agent for the Government of Canada a statement of the facts, together with the supporting evidence, on which the Government of the United States rests its complaint and petition.

2. Within a like period of nine months from the date on which this agreement becomes effective, as aforesaid, the Agent for the Government of Canada shall present to the Agent for the Government of the United States a statement of the facts, together with the supporting evidence, relied upon by the Government of Canada.

3. Within six months from the date on which the exchange of statements and evidence provided for in paragraphs 1 and 2 of this Article has been completed, each Agent shall present in the manner prescribed by paragraphs 1 and 2 an answer to the statement of the other with any additional evidence and such argument as he may desire to submit.

#### ARTICLE VI

When the development of the record is completed in accordance with Article V hereof the Governments shall forthwith cause to be forwarded to each member of the Tribunal a complete set of the statements, answers, evidence and arguments presented by their respective Agents to each other.

#### ARTICLE VII

After the delivery of the record to the members of the Tribunal in accordance with Article VI the Tribunal shall convene at a time and place to be

agreed upon by the two Governments for the purpose of deciding upon such further procedure as it may be deemed necessary to take. In determining upon such further procedure and arranging subsequent meetings, the Tribunal will consider the individual or joint requests of the Agents of the two Governments.

#### ARTICLE VIII

The Tribunal shall hear such representations and shall receive and consider such evidence, oral or documentary, as may be presented by the Governments or by interested parties, and for that purpose shall have power to administer oaths. The Tribunal shall have authority to make such investigations as it may deem necessary and expedient, consistent with other provisions of this Convention.

#### ARTICLE IX

The Chairman shall preside at all hearings and other meetings of the Tribunal, and shall rule upon all questions of evidence and procedure. In reaching a final determination of each or any of the Questions, the Chairman and the two members shall each have one vote, and, in the event of difference, the opinion of the majority shall prevail, and the dissent of the Chairman or member, as the case may be, shall be recorded. In the event that no two members of the Tribunal agree on a question, the Chairman shall make the decision.

#### ARTICLE X

The Tribunal, in determining the first question and in deciding upon the indemnity, if any, which should be paid in respect to the years 1932 and 1933, shall give due regard to the results of investigations and inquiries made in subsequent years.

Investigators, whether appointed by or on behalf of the Governments, either jointly or severally, or the Tribunal, shall be permitted at all reasonable times to enter and view and carry on investigations upon any of the properties upon which damage is claimed to have occurred or to be occurring, and their reports may, either jointly or severally, be submitted to and received by the Tribunal for the purpose of enabling the Tribunal to decide upon any of the Questions.

#### ARTICLE XI

The Tribunal shall report to the Governments its final decisions, together with the reasons on which they are based, as soon as it has reached its conclusions in respect to the Questions, and within a period of three months after the conclusion of proceedings. Proceedings shall be deemed to have been concluded when the Agents of the two Governments jointly inform the Tribunal that they have nothing additional to present. Such period may be extended by agreement of the two Governments.

Upon receiving such report, the Governments may make arrangements for the disposition of claims for indemnity for damage, if any, which may occur subsequently to the period of time covered by such report.

#### ARTICLE XII

The Governments undertake to take such action as may be necessary in order to ensure due performance of the obligations undertaken hereunder, in compliance with the decision of the Tribunal.

#### ARTICLE XIII

Each Government shall pay the expenses of the presentation and conduct of its case before the Tribunal and the expenses of its national member and scientific assistant.

All other expenses, which by their nature are a charge on both Governments, including the honorarium of the neutral member of the Tribunal, shall be borne by the two Governments in equal moieties.

#### ARTICLE XIV

This agreement shall be ratified in accordance with the constitutional forms of the Contracting Parties and shall take effect immediately upon the exchange of ratifications, which shall take place at Ottawa as soon as possible.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Convention and have hereunto affixed their seals.

Done in duplicate at Ottawa this fifteenth day of April, in the year of our Lord, one thousand, nine hundred and thirty-five.

PIERRE DE L. BOAL	[SEAL]
R. B. BENNETT	[SEAL]

## VISITS OF CONSULAR OFFICERS TO CITIZENS IN PENAL INSTITUTIONS

*Exchange of notes at Ottawa July 29 and September 19, 1935  
Entered into force September 19, 1935*

1935 For. Rel. (II) 58

*The American Chargé d'Affaires ad interim to the Secretary of State  
for External Affairs*

OTTAWA, CANADA  
July 29, 1935

No. 523

SIR:

I have the honor to refer to Dr. Skelton's informal note of April 27, 1935, in regard to the cases of Francis and Charles Aiken, in which Dr. Skelton stated that "the reciprocal understanding arrived at in 1934 between Canada and the United States of America to permit Consular representatives of either country, upon application to the wardens of penal institutions, to visit citizens of their own country serving sentences in such institutions still obtains".

In this connection I transmit herewith enclosed for your information copy of a letter dated June 7, 1934, from the Acting Attorney General of the United States to the Secretary of State of the United States regarding the rule in existence governing the visits of consular officers to Federal penal institutions in the United States.

In this connection I also wish to refer to circular letter No. 174, dated September 19, 1933, from the Office of the Superintendent of Penitentiaries, entitled "Convicts in Penitentiaries Who Are Citizens of Foreign Countries", and which deals with the question of visits to such convicts by the consular representative of the country of which the convict claims to be a citizen.

It would appear to my Government that "the reciprocal understanding arrived at in 1934" referred to by Dr. Skelton has reference to the correspondence above mentioned.

In compliance with instructions from my Government, therefore, I have the honor to inquire whether this understanding on the part of the Government of the United States is correct and whether the Canadian Government

will grant permission that its note of April 27, 1935, above referred to and the circular letter of September 19, 1933, may be printed.

This confirmation of the understanding is considered necessary by the Secretary of State in order that it may be included in the Department's Executive Agreement Series.

With reference to circular letter No. 174 of September 19, 1933, to which reference is made above, it is observed that wardens are required to transmit applications from American consular officers to visit prisoners to the Superintendent of Prisons at Ottawa. It is, however, my understanding that the appropriate Canadian authorities are now agreeable to permitting direct communication between the American consul and the warden concerned but that the warden may refer the consul's communications to higher authority before replying, should this be deemed advisable. As some uncertainty exists as to the practice actually followed by the wardens of penitentiaries in Canada with respect to requests of American consular officers to interview American prisoners, I have the honor to request to be informed whether my understanding of the actual practice obtaining today as set forth above is correct.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

PIERRE DE L. BOAL  
*Chargé d'Affaires a.i.*

Enclosure.

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa, Canada.*

[ENCLOSURE]

OFFICE OF THE ATTORNEY GENERAL  
WASHINGTON, D. C.

JUNE 7, 1934

The Honorable  
The Secretary of State

MY DEAR MR. SECRETARY:

This is in reply to your communication of June 2, 1934, in which you request to be advised as to the rule in existence in American prisons governing the visits of consular officers.

In reply thereto I am giving you the full text of the rule governing in Federal penal institutions:

Whenever it has been determined to the satisfaction of the warden that a prisoner is a citizen of a foreign country, visits by the consular representative

of such foreign country, or other duly accredited delegates having legitimate business with such prisoner, shall be permitted by the warden at reasonable hours. This privilege shall not be withheld even though the inmate is undergoing punishment by solitary confinement or under other disciplinary control.

You will observe that no special instructions appear in this rule as to the presence of an officer during the interview. That would be determined by conditions in the institution, by the character of the prisoner and perhaps would be affected by the request of the consular representative.

In the Federal prison system all ordinary visits to inmates are made in the presence of a guard, not only for the purpose of protecting the visitor but of preventing the introduction of contraband. In most cases the Guard does not make any effort to and does not actually hear the conversation between the prisoner and his visitor.

In rare cases where government prosecuting agencies have suspicions or for other reasons, it is deemed advisable to have a special officer present at the interview in order that no important communications may take place between them.

While there is no separate rule, I am confident that it would be the disposition of our wardens and superintendents to permit interviews by prisoners with their consular representatives in the presence of a guard but not within his hearing, unless it had been established that the prisoner had previously abused such a privilege.

I note with satisfaction from the memorandum enclosed with your letter that the case of Elmer Geller, alias John O'Brien, is being satisfactorily adjusted.

Yours very truly,

WILLIAM STANLEY  
*Acting Attorney General*

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 106

OTTAWA, *September 19, 1935*

SIR,

I have the honour to refer to Mr. Boal's Note No. 523, dated the 29th July, 1935, with reference to the reciprocal understanding arrived at in 1934 between Canada and the United States, to permit Consular representatives of either Country, on application to the Wardens of penal institutions, to visit citizens of their own Countries serving sentences in such institutions.



The Department of Justice has informed me that the essential document, in so far as this Country is concerned, is Regulation No. 131, in its revised form, a copy of which is transmitted herewith for your information.

With regard to the questions concerning the channel of communication, dealt with in the seventh paragraph of your note, the Superintendent of Penitentiaries has confirmed your understanding of the actual practice obtaining today, as set forth therein.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

The Honourable NORMAN ARMOUR,  
*Envoy Extraordinary and  
Minister Plenipotentiary  
of the United States of America,  
Ottawa, Canada.*

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[ENCLOSURE]

OFFICE OF THE  
SUPERINTENDENT OF PENITENTIARIES

Circular No. 17/1934

OTTAWA, *February 21st, 1934*

The Wardens,  
All Penitentiaries.

Re—Penitentiary Regulations, 1933/131.

Re—Visits to Convicts by Consular Agents, U.S.A.

1. The following regulation has been approved by the Honourable the Minister of Justice and will come into effect upon the receipt of this communication:

“131. Whereas reciprocal arrangements have been agreed upon with the United States of America, whenever it has been determined to the satisfaction of the Warden that a convict is a citizen of the United States of America, visits by the Consular Representative of that country, or other duly accredited delegates, having legitimate business with such convict, shall be permitted by the Warden, at reasonable hours. This privilege shall not be withheld even though the convict is undergoing punishment by solitary confinement, or under other disciplinary control.”

D. M. ORMOND  
*Superintendent*



## MILITARY OVERFLIGHTS

*Exchange of notes at Ottawa September 23 and November 5, 1935,  
amending and extending agreement of September 15 and 16, 1932,  
as amended and extended*

*Entered into force November 5, 1935; operative from July 1, 1935*

*Expired June 30, 1940*

Canada Treaty Series, 1935, No. 9

*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 107

OTTAWA, September 23, 1935

SIR,

I have the honour further to refer to Mr. Boal's note No. 493 of June 12, 1935, proposing a renewal of the Agreement of 1932<sup>1</sup> between our two governments whereby military aircraft of either country are permitted to fly over specified portions of the territory of the other, and requesting that the Agreement be amended as described below.

Upon reconsideration of the position taken in my reply No. 76 of July 17, 1935, the Canadian Government, being anxious to meet, so far as possible, the wishes of your Government which you have recently repeated, is prepared to renew the existing Agreement for another year, and, upon the understanding mentioned below, to consent to its amendment so as to permit flights of military aircraft of the United States from Selfridge Field, Michigan, to the Municipal Airport at Toledo, Ohio, and return. Such flights, when starting from Selfridge Field, would enter Canadian territory at the eastern limits of Windsor, Ontario, and would leave Canadian territory near the western limits of Amherstburg, Ontario. This consent, however, is given upon the understanding that, should the Canadian Government at any time request reciprocal privileges, every consideration would be given by your Government to such a request.

I should, therefore, be glad to know whether the Government of the United States are prepared to accept this understanding and, if so, whether the present note may be accepted as renewing the Agreement of 1932 for

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<sup>1</sup> Exchange of notes at Ottawa Sept. 15 and 16, 1932, *ante*, p. 51.

a further period of one year as from July 1, 1935, but with the amendment and subject to the understanding set out in the preceding paragraph.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*Ottawa.*

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*The American Minister to the Secretary of State for External Affairs*

OTTAWA, CANADA  
*November 5, 1935*

No. 69

SIR:

I have the honor to refer to note No. 41, dated September 24, 1935, from this office, acknowledging your note No. 107 of September 23 regarding the renewal of the agreement permitting military aircraft of either country to fly over specified portions of the territory of the other.

As you were informed in the acknowledgment of your note, the question of consideration by my Government of a possible future request for reciprocal privileges was referred to the Secretary of State, and I am happy to inform you that I have now been instructed to state that your note is regarded as renewing the agreement of 1932 for a further period of one year, beginning July 1, 1935, but with the amendment and subject to the understanding set forth in that note.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

NORMAN ARMOUR

The Right Honorable  
THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS,  
*Ottawa, Canada.*

## REGULATION OF FLOW OF WATER FROM LAKE MEMPHREMAGOG

*Exchange of notes at Ottawa September 20 and November 6, 1935  
Entered into force November 6, 1935*

Department of State files  
and 1935 For. Rel. (II) 56

*The American Minister to the Secretary of State for External Affairs*

OTTAWA, CANADA  
*September 20, 1935*

No. 35

SIR:

I have the honor to refer to the examination by the Governments of Canada and of the United States by means of the International Lake Memphremagog Board of the question of the levels at which Lake Memphremagog should be, as far as possible, maintained.

On April 9, 1920, the Secretary of State transmitted to the Chargé d'Affaires of Great Britain a copy of a petition presented by the inhabitants of the city of Newport and the towns of Derby, Coventry, Barton and Newport, in the State of Vermont, representing that owing to the action of the Dominion Textile Company in maintaining a dam for power purposes in the Magog River at or near the outlet of Lake Memphremagog, in the Province of Quebec, the level of the lake had been increased several feet above the normal level. This resulted in damage to American residence and property owners in the vicinity of the lake and along the Clyde, Barton and Black Rivers which empty therein, the levels of which are affected by the level of the lake.

The attention of the Chargé d'Affaires was also drawn to the provisions of Articles 3 and 4 of the Boundary Waters Convention of January 11, 1909.<sup>1</sup>

In a note dated August 2, 1920, from the British Embassy it was suggested that the United States Government appoint an engineer to confer with a Canadian Government engineer and if possible unite with the latter in a joint recommendation to each government as to the levels or level at which Lake Memphremagog should be, as far as possible, maintained. This sug-

<sup>1</sup> TS 548, *post*, UNITED KINGDOM.

gestion was acceptable to this Government and the International Lake Memphremagog Board was accordingly established.

After numerous delays, due in large part to the efforts of the interested parties to find a satisfactory solution to the problem between themselves, the Board completed its investigation and on May 14, 1934, submitted its report. It is gratifying to note that during the investigation the Board had the cooperation of the Dominion Textile Company "which has maintained the levels of the lake in a manner which has avoided the development of further complaints on the part of the foreshore landowners." In conclusion the Board recommended that the following principles should govern the regulation of the flow of water from Lake Memphremagog:

"(a) That the levels of the lake shall continue to be regulated in accordance with the rights of regulation held and practised by the Dominion Textile Company at the time of the signing of the Boundary Waters Treaty in 1909, i.e. the levels under conditions of normal flow to range between the upper elevation of 682.57 old datum or 682.70 Geodetic Survey of Canada 1923 adjustment, and a lower limit of 678.85 old datum or 678.98 under the 1923 adjustment.

"(b) That during times of flood the sluiceways of the dam shall be sufficiently opened to ensure that the outflow from the lake shall be unobstructed by the dam, the flood water drawn off, and the water level in the lake reduced to the normal regulated level of 682.70 as rapidly as possible."

The Government of the United States is pleased to concur in the recommendations of the Board as a satisfactory solution of the problem at the present time. I shall be glad to be informed whether the recommendations in question also have the approval of the Canadian Government.

It may be mentioned that while my Government has every expectation that the suggested adjustment will prove a satisfactory solution of the problem, should it be the subject of future complaints the matter would appear to be one which should be referred to the International Joint Commission.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

NORMAN ARMOUR

The Right Honorable

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS,  
*Ottawa, Canada.*

*The Secretary of State for External Affairs to the American Minister*DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 124

OTTAWA, November 6, 1935

SIR,—

I have the honour to refer to your note No. 35, dated the 20th September, 1935, concerning the Lake Memphremagog situation.

It is noted that the despatch briefly reviews the history of the international problem which developed in the Lake Memphremagog area and refers to the arrangements made by the governments of Canada and the United States which resulted in the appointment of the International Lake Memphremagog Board to report upon the level or levels at which the Lake should be, as far as possible, maintained.

The despatch finally refers to the report of the Board dated May 14, 1934, as submitted, quotes the Board's recommendations as to the principles which should govern the regulation of the flow of water from the Lake, and expresses the concurrence of the Government of the United States in the recommendations as a satisfactory solution of the problem at the present time.

I may say that His Majesty's government in Canada has given careful consideration to the report of the Board and to the recommendations contained therein, and is also of the opinion that these recommendations afford a satisfactory solution to the Memphremagog problem. The Government of Canada is, therefore, pleased to join with the Government of the United States in concurring in these recommendations.

It may be added that, immediately following its receipt of the Board's report, the Government of Canada, as a precautionary measure designed to safeguard international interest, brought the Board's recommendations to the attention of the Dominion Textile Company which operates the dam at the outlet of the lake, and impressed upon the Company the necessity of exercising the utmost care in seeing that the recommendations of the Board were observed pending final definite action upon the report by the two Governments. There has been wholehearted co-operation on the part of the Company, and arrangements have been effected whereby records of its operations are being filed with the appropriate administrative office of the government, in order that their effect upon lake levels may be checked.

The Government of the United States may be assured that every effort will be made to ensure that the operation of the dam will be carried on in accordance with the recommendations of the Board.

The Government of Canada joins with the Government of the United States in the expectation that the recommendations of the Board will prove a satisfactory solution to the problem which has been, to some extent, a source

of international irritation, and is confident that the action taken will prevent the arising of any situation that could be the subject of justifiable complaint.

Accept, Sir, the renewed assurances of my highest consideration.

W. L. MACKENZIE KING  
*Secretary of State  
for External Affairs*

The Honourable NORMAN ARMOUR,  
*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America,  
Ottawa, Canada.*

## RECIPROCAL TRADE

*Agreement signed at Washington, for the United States and the United Kingdom, November 15, 1935, with related notes*<sup>1</sup>

*Proclaimed by the President of the United States December 2, 1935*

*Ratified by the United Kingdom, in respect of Canada, April 20, 1936*

*Proclamation and ratification exchanged at Ottawa May 14, 1936*

*Supplementary proclamation by the President of the United States May 14, 1936*

*Entered into force May 14, 1936; articles I, III, and IV operative from January 1, 1936*

*Articles I, III, and IV inoperative January 1, 1939*<sup>2</sup>

*Replaced June 17, 1939, by agreement of November 17, 1938*

49 Stat. 3960; Executive Agreement Series 91

### 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 the Dominion of Canada, being desirous of facilitating and extending the commercial relations existing between the United States of America and Canada by granting mutual and reciprocal concessions and advantages for the promotion of trade, have resolved to conclude a Trade Agreement as a step toward the lowering of the barriers impeding trade between their two countries, and for this purpose have through their respective Plenipotentiaries agreed upon the following Articles:

### ARTICLE I

The United States of America and Canada will grant each other unconditional and unrestricted most-favored-nation treatment in all matters concerning customs duties and subsidiary charges of every kind and in the method of levying duties, and, further, in all matters concerning the rules, formalities and charges imposed in connection with the clearing of goods through the customs, and with respect to all laws or regulations affecting the sale or use of imported goods within the country.

<sup>1</sup> For schedules annexed to agreement, see 49 Stat. 3968 or p. 9 of EAS 91.

<sup>2</sup> In accordance with terms of agreement of Nov. 17, 1938 (EAS 149), *post*, p. 117.

Accordingly, natural or manufactured products having their origin in either of the countries 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 products having their origin in any third country are or may hereafter be subject.

Similarly, natural or manufactured products exported from the territory of the United States of America or Canada 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 products when consigned to the territory of any third country are or may hereafter be subject.

Any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or Canada in regard to the above-mentioned matters, to a natural or manufactured product originating in any third country or consigned to the territory of any third country shall be accorded immediately and without compensation to the like product originating in or consigned to the territory of Canada or the United States of America, respectively, and irrespective of the nationality of the carrier.

## ARTICLE II

Neither the United States of America nor Canada shall establish any prohibition or maintain any restriction on imports from the territory of the other country which is not applied to the importation of any like article originating in any third country. Any abolition of an import prohibition or restriction which may be granted even temporarily by either country in favor of an article of a third country shall be applied immediately and unconditionally to the like article originating in the territory of the other country. These provisions equally apply to exports.

In the event of quantitative restrictions being established by either the United States of America or Canada for the importation of any article it is agreed that in the allocation of the quantity of restricted goods which may be authorized for importation, the other country will be granted a share equivalent to the proportion of the trade which it enjoyed in a previous representative period prior to the establishment of such quantitative restrictions.

In all matters concerning the rules, formalities or charges imposed in connection with any form of quantitative restriction on the importation of any article, the United States of America and Canada agree to extend to each other every favor granted to a third country.



## ARTICLE III

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, shall, on their importation into Canada, 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 Canada in force on the day of the signature of this Agreement.

Schedule I and the notes included therein shall have full force and effect as integral parts of this Agreement.

## ARTICLE IV

Articles the growth, produce or manufacture of Canada, enumerated and described in Schedule II annexed to this Agreement, shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth and provided for in the said Schedule. 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.

Schedule II and the notes included therein shall have full force and effect as integral parts of this Agreement.

## ARTICLE V

The provisions of Articles III and IV of this Agreement shall not prevent the Government of either country from imposing on the importation of any product a charge equivalent to an internal tax imposed on a like domestic product or on a commodity from which the imported product has been manufactured or produced in whole or in part.

## ARTICLE VI

Articles the growth, produce or manufacture of the United States of America or Canada shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those payable on like articles of national origin or any other foreign origin.

The provisions of this Article in regard to granting of national treatment shall not affect the laws now in force in Canada whereby leaf tobacco, spirits, beer, malt and malt syrup imported from abroad are subject to special taxes,

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<sup>3</sup> See footnote 1, p. 75.

nor shall they affect the applicability to goods produced or manufactured in the United States of America of special excise taxes imposed under existing provisions of the Special War Revenue Act. In these respects, however, most-favored-nation treatment shall apply.

#### ARTICLE VII

No prohibitions, import or customs quotas, import licenses, or any other form of quantitative regulation, whether or not operated in connection with any agency of centralized control, shall be imposed by the United States of America on the importation or sale of any article the growth, produce or manufacture of Canada enumerated and described in Schedule II, nor by Canada 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, except as specifically provided for in the said Schedules.

The foregoing provision shall not apply to quantitative restrictions in whatever form imposed by either country on the importation or sale of any article the growth, produce or manufacture of the other country in conjunction with governmental measures operating to regulate or control the production, market supply, or prices of like domestic articles, or tending to increase the labor costs of production of such articles. Whenever the Government of either country proposes to establish or change any restriction authorized by this paragraph, it shall give notice thereof in writing to the other Government and shall afford such other Government an opportunity within thirty days after receipt of such notice to consult with it in respect of the proposed action; and if an agreement with respect thereto is not reached within thirty days following receipt of the aforesaid notice, the Government which proposes to take such action shall be free to do so at any time thereafter, and the other Government shall be free within fifteen days after such action is taken to terminate this Agreement in its entirety on thirty days' written notice.

#### ARTICLE VIII

In the event that the United States of America or Canada establishes or maintains a monopoly for the importation, production or sale of a particular commodity or grants exclusive privileges, formally or in effect, to one or more agencies to import, produce or sell a particular commodity, the Government of the country establishing or maintaining such monopoly, or granting such monopoly privileges, agrees that in respect of the foreign purchases of such monopoly or agency the commerce of the other country shall receive fair and equitable treatment. To this end it is agreed that in making its foreign purchases of any product such monopoly or agency will be influenced solely by those considerations, such as price, quality, marketability, and terms of sale, which would ordinarily be taken into account by a private commercial

enterprise interested solely in purchasing such product on the most favorable terms.

#### ARTICLE IX

The tariff advantages and other benefits provided for in this Agreement are granted by the United States of America and Canada to each other subject to the condition that if the Government of either country shall establish or maintain, directly or indirectly, any form of control of foreign exchange, it shall administer such control so as to insure that the nationals and commerce of the other country will be granted a fair and equitable share in the allotment of exchange.

With respect to the exchange made available for commercial transactions, it is agreed that the Government of each country shall be guided in the administration of any form of control of foreign exchange by the principle that, as nearly as may be determined, the share of the total available exchange which is allotted to the other country shall not be less than the share employed in a previous representative period prior to the establishment of any exchange control for the settlement of commercial obligations to the nationals of such other country.

The Government of each country shall give sympathetic consideration to any representations which the other Government may make in respect of the application of the provisions of this Article.

#### ARTICLE X

In the event that a wide variation occurs in the rate of exchange between the currencies of the United States of America and Canada, the Government of either country, if it considers the variation so substantial as to prejudice the industries or commerce of the country, shall be free to propose negotiations for the modification of this Agreement; and if an agreement with respect thereto is not reached within thirty days following receipt of such proposal, the Government making such proposal shall be free to terminate this Agreement in its entirety on thirty days' written notice.

#### ARTICLE XI

In the event that the Government of either country 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.

The Government of each country will accord sympathetic consideration to, and when requested will afford adequate opportunity for consultation regarding, such representations as the other Government may make with respect

to the operation of customs regulations, quantitative restrictions or the administration thereof, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal, or plant life.

In the event that the Government of either country makes representations to the Government of the other country in respect of the application of any sanitary law or regulation for the protection of human, animal, or plant life, and if there is disagreement with respect thereto, a committee of technical experts on which each Government will be represented shall, on the request of either Government, be established to consider the matter and to submit recommendations to the two Governments.

## ARTICLE XII

Nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the exportation or importation 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.

Subject to the requirement that there shall be no arbitrary discrimination by either country against the other country in favor of any third country where similar conditions prevail, 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; (3) relating to prison-made goods; (4) relating to the enforcement of police or revenue laws; (5) directed against misbranding, adulteration, and other fraudulent practices, such as are provided for in the pure food and drug laws of either country; and (6) directed against unfair practices in import trade.

## ARTICLE XIII <sup>4</sup>

Except as otherwise provided in the second paragraph of this Article, the provisions of this Agreement relating to the treatment to be accorded by the United States of America and Canada, respectively, to the commerce of the other country, shall not apply to the Philippine Islands, the Virgin Islands, American Samoa, the Island of Guam or to the Panama Canal Zone.

The provisions of this Agreement regarding most-favored-nation treatment shall apply to articles the growth, produce or manufacture of any territory under the sovereignty or authority of the United States of America or Canada, imported from or exported to any territory under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

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<sup>4</sup> For an understanding relating to art. XIII, see U.S. note, p. 82.

The advantages now accorded or which may hereafter be accorded by the United States of America, its territories and possessions and the Panama Canal Zone exclusively to one another or the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect of any advantages now or hereafter accorded by the United States of America, its territories or possessions or the Panama Canal Zone to the Philippine Islands irrespective of any change in the political status of the Philippine Islands.

The advantages now accorded or which may hereafter be accorded by Canada exclusively to other 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 suzerainty or protection, shall be excepted from the operation of this Agreement.

#### ARTICLE XIV

The Government of each country reserves the right to withdraw or to modify the concession granted on any article under this Agreement, or to impose quantitative restrictions on any such article if, as a result of the extension of such concession to third countries, such countries obtain the major benefit of such concession and in consequence thereof an unduly large increase in importations of such article takes place: Provided, That before the Government of either country shall avail itself of the foregoing reservation, it shall give notice in writing to the other Government of its intention to do so, and shall afford such other Government an opportunity within thirty days after receipt of such notice to consult with it in respect of the proposed action and in respect of such compensatory modifications of the terms of the present Agreement as may be appropriate; and if an agreement with respect thereto is not reached within thirty days following the receipt of the aforesaid notice, the Government which proposes to take such action shall be free to do so at any time thereafter, and the other Government shall be free within fifteen days after such action is taken to terminate this Agreement in its entirety on thirty days' written notice.

#### ARTICLE XV

The present Agreement shall be proclaimed by the President of the United States of America and shall be ratified by His Majesty the King of Great Britain, Ireland and the British dominions beyond the Seas, Emperor of India, in respect of the Dominion of Canada.

The provisions of Article I and of Articles IV and III, respectively, shall, subject to the reservations and exceptions elsewhere provided for in this Agreement, be applied by the United States of America and Canada, on and

after January 1, 1936, pending ratification of the Agreement in respect of Canada as provided in the first paragraph of this Article.

The entire Agreement shall come into force on the day of the exchange of the proclamation and ratification at Ottawa. The Agreement shall remain in force until December 31, 1938, subject to the provisions of Article VII, Article X and Article XIV.

Unless at least six months before December 31, 1938, the Government of either country shall have given to the other Government notice of intention to terminate the Agreement on that date, the Agreement shall remain in force thereafter, subject to the provisions of Article VII, Article X and Article XIV, until six months from such time as the Government of either country shall have given notice to the other Government.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

Done in duplicate, at the City of Washington, this fifteenth day of November, 1935.

For the President of the United States of America:  
CORDELL HULL [SEAL]  
*Secretary of State*  
*of the United States of America*

For His Majesty the King of Great Britain, Ireland  
and the British dominions beyond the Seas, Emperor of  
India, for the Dominion of Canada:  
W. L. MACKENZIE KING [SEAL]  
*Prime Minister,*  
*President of the Privy Council and*  
*Secretary of State for External Affairs*  
*of the Dominion of Canada*

[For schedules annexed to agreement, see 49 Stat. 3968 or p. 9 of EAS 91.]

#### RELATED NOTES

*The Secretary of State to the Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
*Washington, November 15, 1935*

SIR:

With reference to Article XIII of the Trade Agreement signed this day between the United States and Canada, the Government of the United States, as an exceptional measure, will refrain from claiming any advantages now



accorded or which may hereafter be accorded by Canada exclusively to territories under His Majesty's mandate and administered as integral portions of territory under His Majesty's sovereignty.

Accept, Sir, the renewed assurances of my high consideration.

CORDELL HULL

Mr. HUME WRONG,  
*Chargé d'Affaires ad interim of Canada.*

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*The Canadian Chargé d'Affaires ad interim to the Secretary of State*

CANADIAN LEGATION

*Washington, November 15, 1935*

No. 159

SIR:

At the moment of signature of the Trade Agreement between Canada and the United States of America, I am directed by the Secretary of State for External Affairs to state for the information of your Government that it is the intention of His Majesty's Government in Canada to invite Parliament at its next session to enact legislation amending the provisions of the Customs Act presently fixing the methods of determining the value of merchandise for duty purposes, as a step toward the realization of their declared objective of eliminating arbitrary executive interference with the normal courses of trade. They propose, at the first opportunity, to press forward with the reform of the administrative provisions of the Customs Act with this end in view, and believe that the modifications which they have had in mind and which have been discussed with representatives of your Government will stabilize and safeguard the value of the mutual concessions in rates of duty incorporated in today's Agreement.

In revising the methods of determining the value of merchandise for duty purposes the following principles, among others, will be incorporated in the contemplated amendments to the Customs Act of Canada:

(a) The value for duty established under authority of Section 36(2) will not include an advance for selling cost or profit greater than that which in the ordinary course of business under normal conditions of trade, is added, in the case of goods similar to the particular goods under consideration, by manufacturers or producers of goods of the same class or kind in the country of export.

(b) No rate of discount established under Section 37 will operate to increase the value for duty of any goods beyond the price at which such or similar goods are freely offered for sale to purchasers at the time and place of shipment in the country of export, in the usual quantities and in the ordinary course of trade.

(c) In the case of any value for duty which may be established under authority of Section 43, other than those provided for in Schedule I of the Trade Agreement signed today, opportunity will be afforded for appeal to the Tariff Board respecting any such value in order to ascertain and make public the finding whether, to what extent, and for what period, such value may be required to prevent the importation of the goods into Canada from prejudicially or injuriously affecting the interests of Canadian manufacturers and producers.

(d) In interpreting the words "of a class or kind made or produced in Canada", provision will be made to make it clear that the phrase "made or produced in Canada" in this context means "made or produced in Canada in commercial quantities" and arrangements will be made for giving adequate notice of the transfer, for customs purposes, of a product from the category "not of a class or kind made or produced in Canada" to the category "of a class or kind made or produced in Canada."

Pending the entry into force of amendments to the Customs Act incorporating the substance of the foregoing principles, the competent Departments of the Canadian Government will, to the extent of their administrative discretion, give the fullest possible effect to these general principles in the administration of the Act.

In the meantime, and pending the entry into force of the legislative changes foreshadowed in this Note, the Canadian Government are prepared as from the 1st January 1936, to cancel the values for duty purposes, established under authority of Section 43 of the Customs Act of Canada and now applicable to the undermentioned goods, the produce or manufacture of the United States, on importation into Canada:

Meats, fresh, prepared or preserved	Roses, cut
Eggs, frozen, desiccated, powdered, etc.	Canned asparagus
Loganberries, dried	Eggs in the shell
Slack cooperage stock	Baby chicks
Lime	Peas, dried
Doors of hardwood	Beans, dried
Women's and children's clothing	Market poultry
Fabrics of cotton or of artificial silk	Livestock
Fringes, gimps and tassels	Canned salmon
Electric light fixtures; lamps and shades	Sugar of milk

I am further directed to state that the Canadian Government propose to invite Parliament to permit the entry free of duty and charges of incidental purchases by residents of Canada returning from the United States of America, not exceeding the value of one hundred dollars, under regulations, particularly as to the frequency of such entry and duration of visits, to be prescribed, for such time as treatment substantially equivalent to that now in effect is accorded by the Government of the United States of America



to incidental purchases by residents of that country returning from Canada.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

H. H. WRONG

*Chargé d'Affaires*

The Hon. CORDELL HULL,

*Secretary of State of the United States,*

*Washington, D.C.*

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*The Secretary of State to the Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE

*Washington, November 29, 1935.*

SIR:

The receipt is acknowledged of your note No. 159 of November 15, 1935, which was handed to me on the occasion of the signing of the trade agreement between our two Governments and which informed me that, pursuant to the discussions between our respective representatives, the Canadian Parliament will be invited, at its next session, to enact legislation amending the provisions of the Customs Act presently fixing the methods of determining the value of merchandise for duty purposes.

As I informed Mr. Herridge in my note of December 27, 1934, this question is considered of importance by the United States Government and I am therefore gratified to receive the assurances set forth in your note under acknowledgment. I wish to thank you particularly for your assurance that pending the entry into force of the legislation in question, the Canadian authorities will, to the extent of their administrative discretion, give the fullest possible effect to the principles agreed upon.

It is also noted with appreciation that in accordance with our recent understanding, the Canadian Parliament will be invited to permit, under regulation, the entry free of duty and charges of incidental purchases by residents of Canada returning from the United States, not exceeding one hundred dollars in value.

Accept, Sir, the renewed assurances of my high consideration.

CORDELL HULL

Mr. HUME WRONG,

*Chargé d'Affaires ad interim of the Dominion of Canada.*

## RATES OF INCOME TAX ON NONRESIDENT INDIVIDUALS AND CORPORATIONS

*Convention signed at Washington December 30, 1936*

*Senate advice and consent to ratification August 6, 1937*

*Ratified by Canada August 11, 1937*

*Ratified by the President of the United States August 13, 1937*

*Ratifications exchanged at Washington August 13, 1937*

*Entered into force August 13, 1937; operative from January 1, 1936*

*Proclaimed by the President of the United States August 16, 1937*

*Terminated April 30, 1941<sup>1</sup>*

50 Stat. 1399; Treaty Series 920

The Government of the United States of America and the Government of Canada, being desirous of concluding a reciprocal convention concerning rates of income tax imposed upon non-resident individuals and corporations, have agreed as follows:

### ARTICLE I

The High Contracting Parties mutually agree that the income taxation imposed in the two States shall be subject to the following reciprocal provisions:

(a) The rate of income tax imposed by one of the Contracting States, in respect of income derived from sources therein, upon individuals residing in the other State, who are not engaged in trade or business in the taxing State and have no office or place of business therein, shall not exceed five per centum for each taxable year, so long as an equivalent or lower rate of income taxation is imposed by the other State upon individuals residing in the former State who are not engaged in trade or business in such other State and do not have an office or place of business therein.

(b) The rate of income tax imposed by one of the Contracting States, in respect of dividends derived from sources therein, upon non-resident foreign corporations organized under the laws of the other State, which are not engaged in trade or business in the taxing State and have no office or place of business therein, shall not exceed five per centum for each taxable year,

<sup>1</sup> In accordance with terms of art. I(c) and pursuant to Canadian notification of May 2, 1941, regarding increase in Canadian tax rate.

so long as an equivalent or lower rate of income taxation on dividends is imposed by the other State upon corporations organized under the laws of the former State which are not engaged in trade or business in such other State and do not have an office or place of business therein.

(c) Either State shall be at liberty to increase the rate of taxation prescribed by paragraphs (a) and (b) of this article, and in such case the other State shall be released from the requirements of the said paragraphs (a) and (b).

(d) Effect shall be given to the foregoing provisions by both States as and from the first day of January, nineteen hundred and thirty-six.

## ARTICLE II

The provisions of this Convention shall not apply to citizens of the United States of America domiciled or resident in Canada.

## ARTICLE III

This Convention shall be ratified and shall take effect immediately upon the exchange of ratifications which shall take place at Washington as soon as possible.

Signed, in duplicate, at Washington by the duly authorized representatives of the United States of America and Canada, this thirtieth day of December, in the year of our Lord, one thousand nine hundred and thirty-six.

For the United States of America :

R. WALTON MOORE

[SEAL]

*Acting Secretary of State*

For Canada :

HERBERT M. MARLER

[SEAL]

*Envoy Extraordinary and  
Minister Plenipotentiary*

## HALIBUT FISHERY OF NORTHERN PACIFIC OCEAN AND BERING SEA

*Convention signed at Ottawa, for the United States and the United Kingdom, January 29, 1937*

*Senate advice and consent to ratification March 23, 1937*

*Ratified by the President of the United States March 29, 1937*

*Ratified by the United Kingdom, in respect of Canada, June 26, 1937*

*Ratifications exchanged at Ottawa July 28, 1937*

*Entered into force July 28, 1937*

*Proclaimed by the President of the United States August 4, 1937*

*Superseded October 28, 1953, by convention of March 2, 1953<sup>1</sup>*

50 Stat. 1351; Treaty Series 917

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 the Dominion of Canada,

Desiring to provide more effectively for the preservation of the halibut fishery of the northern Pacific Ocean and Bering Sea, have resolved to conclude a convention revising the convention for the preservation of that fishery signed on their behalf at Ottawa on May 9, 1930,<sup>2</sup> and have named as their plenipotentiaries for that purpose,

The President of the United States of America:

Norman Armour, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to Canada; and

His Majesty, for the Dominion of Canada:

The Right Honourable William Lyon Mackenzie King, Prime Minister and Secretary of State for External Affairs;

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> 5 UST 5; TIAS 2900.

<sup>2</sup> TS 837, *ante*, p. 37.

## ARTICLE I

The nationals and inhabitants and fishing vessels and boats of the United States of America and 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 of America, including the southern as well as the western coasts of Alaska, and of Canada, from the first day of November next after the date of the exchange of ratifications of this Convention to the fifteenth day of the following February, both days inclusive, and within the same period yearly thereafter.

The International Fisheries Commission provided for by Article III is hereby empowered, subject to the approval of the President of the United States of America and of the Governor General of Canada, to suspend or change the closed season provided for by this Article, as to part or all of the convention waters, when it finds after investigation such suspensions or changes are necessary, and to permit, limit, regulate and prohibit in any area or at any time when fishing for halibut is prohibited, the taking, retention and landing of halibut caught incidentally to fishing for other species of fish, and the possession during such fishing of halibut of any origin.

It is understood that nothing contained in this Convention shall prohibit the nationals or inhabitants or the fishing vessels or boats of the United States of America or 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 Convention or by any regulations adopted in pursuance of its provisions.

It is further understood that nothing contained in this Convention shall prohibit the International Fisheries Commission from conducting fishing operations for investigation purposes at any time.

## ARTICLE II

Every national or inhabitant, vessel or boat of the United States of America or of Canada engaged in halibut fishing on the high seas in violation of this Convention or of any regulation adopted under the provisions thereof may be seized 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 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 this Convention, or any regulations which may be adopted in pursuance of its provisions, 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 Con-

tracting Party, shall be furnished with all reasonable promptitude to the authorities having jurisdiction to conduct the prosecutions.

Each High Contracting Party shall be responsible for the proper observance of this Convention, or of any regulation adopted under the provisions thereof, in the portion of its waters covered thereby.

### ARTICLE III

The High Contracting Parties agree to continue under this Convention the Commission as at present constituted and known as the International Fisheries Commission, established by the Convention for the preservation of the halibut fishery, signed at Washington, March 2, 1923,<sup>a</sup> and continued under the Convention signed at Ottawa, May 9, 1930, consisting of four members, two appointed by each Party, which Commission shall make such investigations as are necessary into the life history of the halibut in the convention waters and shall publish a report of its activities from time to time. Each of the High Contracting Parties shall have power to fill, and shall fill from time to time, vacancies which may occur in its representation on the Commission. Each of the High Contracting Parties 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 High Contracting Parties agree that for the purposes of protecting and conserving the halibut fishery of the Northern Pacific Ocean and Bering Sea, the International Fisheries Commission, with the approval of the President of the United States of America and of the Governor General of Canada, may, in respect of the nationals and inhabitants and fishing vessels and boats of the United States of America and of Canada, from time to time,

(a) divide the convention waters into areas;

(b) limit the catch of halibut to be taken from each area within the season during which fishing for halibut is allowed;

(c) prohibit departure of vessels from any port or place, or from any receiving vessel or station, to any area for halibut fishing, after any date when in the judgment of the International Fisheries Commission the vessels which have departed for that area prior to that date or which are known to be fishing in that area shall suffice to catch the limit which shall have been set for that area under section (b) of this paragraph;

(d) fix the size and character of halibut fishing appliances to be used in any area;

(e) make such regulations for the licensing and departure of vessels and for the collection of statistics of the catch of halibut as it shall find necessary to determine the condition and trend of the halibut fishery and to carry out the other provisions of this Convention;

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<sup>a</sup> TS 701, *post*, UNITED KINGDOM.

(f) close to all halibut fishing such portion or portions of an area or areas as the International Fisheries Commission find to be populated by small, immature halibut.

#### 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 and any regulations adopted thereunder, with appropriate penalties for violations thereof.

#### ARTICLE V

The present 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.

This Convention shall, from the date of the exchange of ratifications, be deemed to supplant the Convention for the preservation of the halibut fishery signed at Ottawa, May 9, 1930.

#### ARTICLE VI

This Convention shall be ratified in accordance with the constitutional methods of the High Contracting Parties. The ratifications shall be exchanged at Ottawa 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 hereunto affixed their seals.

Done at Ottawa on the twenty-ninth day of January, in the year one thousand nine hundred and thirty-seven.

NORMAN ARMOUR	[SEAL]
W. L. MACKENZIE KING	[SEAL]



## RADIO LICENSES

*Exchange of notes at Washington March 2 and 10, August 17, September 8 and 20, and October 9, 1937*

*Entered into force October 9, 1937; operative from September 8, 1937*

*Terminated April 19, 1960, upon entry into force of North American Regional Broadcasting Agreement of November 15, 1950<sup>1</sup>*

51 Stat. 314; Executive Agreement Series 109

*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

*Washington, March 2, 1937*

No. 46

SIR:

I have the honour to refer to the Canadian Legation's *Aide Memoire* of January 7th, 1937, and the Department of State's reply of January 19th concerning the application of the Power City Broadcasting Corporation and the Niagara Falls Gazette Publishing Company of Niagara Falls, New York, for permission to establish a broadcasting station on a frequency of 630 kilocycles. This exchange of correspondence dealt with the possible interference which might be caused by the proposed station at Niagara Falls to Station CFCO operating on a frequency of 630 kilocycles at Chatham, Ontario.

It may be expected that from time to time the competent authorities of the Government of the United States will receive applications for permission to establish new broadcasting stations on frequency channels shared between Canada and the United States and for alteration in the assignment of such channels. In certain cases the granting of such applications might give rise to interference with Canadian stations operating on the same channel.

I have been instructed to enquire whether the Government of the United States would be agreeable to communicating with the Canadian Government in future before issuing licenses for new stations or altering the assignment of frequencies of existing stations on channels now shared between the United States and Canada, in cases where interference might be caused to the free and unrestricted use of such channels in Canada. The purpose of

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<sup>1</sup> 11 UST 413; TIAS 4460.



such a notification would be to give an opportunity to the Canadian Government of expressing their views in connection therewith.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

HERBERT M. MARLER

The Hon. CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

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*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
*Washington, March 10, 1937*

SIR:

I have received your note of March 2, 1937, inquiring whether the Government of the United States would be agreeable to communicating with the Canadian Government in the future before issuing licenses for new stations or altering the assignment of frequencies of existing stations on channels now shared between the United States and Canada, in cases where interference might be caused to the free and unrestricted use of such channels in Canada.

In reply I take pleasure in informing you that a copy of the note under acknowledgment is being transmitted to the Chairman of the Federal Communications Commission. As soon as a reply shall have been received from Mr. Prall, I shall not fail to communicate with you again concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

R. WALTON MOORE

The Honorable

SIR HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

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*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
*Washington, August 17, 1937*

SIR:

Reference is made to your note of March 2, 1937, and my reply of March 10, 1937, in regard to the communication by the United States to the Canadian Government of information concerning the prospective issu-

ance of new radio licenses or the possible alteration of frequencies which may affect the use in Canada of the radio channels involved.

The Government of the United States is prepared to communicate with the Canadian Government regarding proposed action on all applications for new or additional broadcast facilities which may involve interference with existing Canadian stations, provided the Canadian Government will likewise inform the Government of the United States of any new or additional facilities for broadcast stations for which application has been made to it and which may involve interference with existing stations in the United States.

It should be understood in this connection that the determination of interference would be made by means of the current mileage separation tables published by the Federal Communications Commission of this Government or from field intensity measurements combined with mutually agreeable standards of allocation.

I shall appreciate a statement of your Government's acquiescence in the proposed arrangement and an indication of the date upon which it is to be made effective.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

R. WALTON MOORE

The Honorable

SIR HERBERT MARLER, P.C., K.C.M.G.,

*E.E and M.P.*

*Minister of Canada.*

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*The Chargé d'Affaires ad interim to the Secretary of State*

CANADIAN LEGATION

*Washington, September 8, 1937*

No. 185

SIR:

I have the honour to refer to your note of August 17, 1937 in which you replied to the suggestion made in this Legation's note No. 46 of March 2, 1937, with regard to informing the Government of Canada concerning the prospective issuance of new radio licenses or the possible alteration of frequencies which might affect the use in Canada of the radio channels involved.

I am now instructed to inform you that the Government of Canada agree in principle with the views expressed in your note of August 17 and are prepared to exchange information with the Government of the United States,

commencing immediately, in the matter of any new or additional broadcast facilities which may involve interference with existing stations.

With reference to the third paragraph of your note, it is assumed that it will be understood that, in the event of an agreement being signed as a result of the forthcoming Conference in Havana, the use of shared waves and the methods of determining interference shall be governed by such agreement.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

H. H. WRONG  
*Chargé d'Affaires*

The Hon. CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Acting Secretary of State to the Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
*Washington, September 20, 1937*

SIR:

I have received your note of September 8, 1937 in further relation to the communication by the United States to the Canadian Government of any information concerning the prospective issuance of new radio licenses or the possible alteration of frequencies which may affect the use in Canada of the radio channels involved. I have duly noted that the Government of Canada agrees in principle with the views expressed in my note of August 17, 1937, and that it is prepared to exchange information with the Government of the United States, commencing immediately, in the matter of any new or additional broadcast facilities which may involve interference with existing stations.

I am sending a copy of your note under acknowledgment to the Federal Communications Commission with a request that I be advised concerning the inquiry contained in the third paragraph of your note with regard to the use of shared waves and the methods of determining interference. As soon as I receive a reply from the Commission, I shall communicate with you again.

Accept, Sir, the renewed assurances of my high consideration.

R. WALTON MOORE  
*Acting Secretary of State*

MR. HUME WRONG,  
*Chargé d'Affaires ad interim of Canada.*

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

*Washington, October 9, 1937*

SIR:

I refer to a note of September 8, 1937, from your Legation, and my reply of September 20, 1937, in further relation to the communication by the United States to the Canadian Government, on a reciprocal basis, of information concerning the prospective issuance of new radio licenses or the possible alteration of frequencies which may affect the use in Canada of the radio channels involved, and now advise you that the Department has received a letter from the Federal Communications Commission concerning the inquiry contained in the third paragraph of the note of September 8, in regard to the use of shared waves and the methods of determining interference.

The Commission states that it is in accord with the understanding of your Government that, in the event of an agreement being signed as a result of the forthcoming conference in Habana, the use of shared waves and the methods of determining interference shall be governed by such agreement. The Commission adds that in the meantime it is felt that the determination of the interference should be made by the current mileage separation tables published by the Commission or from field intensity measurements combined with mutually agreeable standards of allocation.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

R. WALTON MOORE

The Honorable

SIR HERBERT MARLER, P.C., K.C.M.G.,

*Minister of Canada.*

## ADMISSION TO PRACTICE BEFORE PATENT OFFICES

*Exchange of notes at Washington December 3 and 28, 1937, and January 24, 1938*

*Entered into force January 1, 1938*

52 Stat. 1475; Executive Agreement Series 118

*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

*Washington, December 3, 1937*

No. 241

SIR:

I have the honour to advise you that as a result of an amendment to the Rules of practice of the Patent Office of Canada—which was adopted in 1933—attorneys who had previously been listed on the Canadian Patent Office Register were no longer permitted to practice before that Office. Subsequently there have been informal negotiations between the Commissioner of Patents of the United States and the Under-Secretary of State of Canada with a view to the conclusion of a reciprocal arrangement.

The negotiations have culminated in the decision of the Government of Canada to substitute for existing Rule 14 under the Patent Act a new Rule to become effective on January 1, 1938, which will read as follows:

14. (1) The names of the following persons shall on request and payment of the prescribed fee of \$5.00 be entered on the Register of Attorneys who are permitted, subject to the qualifications and conditions prescribed by these Rules and Regulations, to practice before the Patent Office:

(a) Any barrister, solicitor or advocate on the roll of barristers, solicitors or advocates under the Laws of any of the Provinces of Canada;

(b) Notaries entitled to practice their profession under the Laws of the Province of Quebec;

(c) Any barrister, solicitor or attorney resident in any part of the British Commonwealth of Nations, who files proof to the satisfaction of the Commissioner that he is registered and in good standing before the Patent Office of his place of residence and possesses the qualifications required to practice before the said office;

(d) Any attorney resident in the United States of America, who files proof to the satisfaction of the Commissioner that he is registered and in good standing before the Patent Office of the United States of America and possesses the qualifications required to practice before the said office;

(e) The names of Canadian nationals residing in Canada entered on the Register of attorneys on the date of approval of these rules shall be continued thereon. Any Canadian National resident in Canada and who is not a member of the bar of one of the Provinces or a Notary Public of the Province of Quebec, but who has had three years experience in patent work under the personal direction and supervision of a duly registered patent attorney, or who has served for three years in the examining corps of the Canadian Patent Office, and who shall file proof that he is of good moral character and of good repute and possessed of the necessary technical qualifications to enable him competently to prosecute applications before the Patent Office, may be entered on the register of Patent Attorneys with the approval of the Minister; provided however that attorneys who are not Canadian Nationals may continue to practice with respect to pending applications.

(2) Each person residing outside Canada whose name is entered on the Register of Attorneys, shall state, in respect of each application or other proceeding filed by him in the Patent Office, the name and address of an attorney resident in Canada, who is associated with him in the carriage of the application or other proceeding, and no applications or other proceedings by an attorney resident outside Canada shall be filed, entered or examined until an associate resident in Canada has been so named. The associate so named shall be a person qualified under (a), (b) or (e) of subsection (1) of this section and whose name is entered in the Register of Attorneys in the Patent Office. Notices, letters and other communications relating to the application or other proceeding shall be forwarded by the Office to the Canadian associate and shall be deemed, for the purposes of the Patent Act and of the Rules and Regulations, to have been communicated by the Office to the Attorney filing the application or other proceeding.

(3) The Commissioner of Patents, with the approval of the Minister, after giving notice and opportunity for a hearing, may suspend or exclude, either generally or in any particular case, from further practice before this office any person, agent or attorney shown to be incompetent or disreputable, or guilty of gross misconduct, or who refuses to comply with the rules and regulations, or who shall, with intent to defraud in any manner, deceive, or mislead any applicant or prospective applicant, or other person having immediate or prospective business before the Patent Office by word, circular, letter, or by advertising, or who shall guarantee the successful prosecution of any application for patent or the procurement of any patent, or by word, circular, letter, or advertisement shall make any false promise or misleading



representation. The reasons for any such suspension or exclusion shall be duly recorded, and the action of the Commissioner may be reviewed by the Minister. If the name of an attorney registered under (c) or (d) of subsection (1) of this section shall be removed from the list of those registered as entitled to practice before the Patent Office of the Dominion, colony, state or country in which he resides, his name shall be removed by the Commissioner from the Register of Attorneys permitted to practice before the Canadian Patent Office.

(4) All advertising matter of registered patent attorneys or other agents interested in the procuring or developing of patents used for the promotion of their business shall be submitted to the Commissioner before being issued, but such advertising matter shall not contain any matter from which, due to its arrangement or text, it may be inferred that the Commissioner vouches for the statements made therein or the ability or integrity of the advertiser. Any violation of this rule shall incur a penalty of suspension of practice before the Patent Office for one month or for such longer period as the Commissioner may determine.

It is the understanding of the Canadian Government that, in return for the adoption of this Rule, the Government of the United States will undertake that residents of Canada whose names are entered on the Register of Attorneys permitted to practice before the Patent Office of Canada will be accorded the right of registering in the Register of Attorneys permitted to practice before the United States Patent Office on a reciprocal basis; and that any amendment to the United States Patent Rules which may be necessary to give effect to this arrangement will be adopted. I should be grateful for your confirmation of this understanding.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

HERBERT M. MARLER

The Hon. CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

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*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
*Washington, December 28, 1937*

SIR:

I have the honor to refer to your note no. 241, of December 3, 1937, in which you were good enough to set forth for the consideration of this Gov-

ernment the draft of a new rule which is to take the place of the existing Rule 14 under the Patent Act of Canada.

I have pleasure in informing you that, when the Canadian Patent Office adopts the rule set forth in your above-mentioned note, residents of Canada whose names are entered on the register of attorneys permitted to practice before the Patent Office of Canada will be accorded the right of registering in the register of attorneys permitted to practice before the United States Patent Office under the rules of that Office. No further amendment of these rules will be necessary.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

HUGH R. WILSON

The Honorable

SIR HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

*Washington, January 24, 1938.*

No. 13

SIR:

I have the honour to refer to my note No. 241 of December 3rd, 1937, in which I informed you of a new rule which would take the place of the existing Rule 14 under the Patent Act of Canada. In your reply of December 28th, 1937, you were good enough to inform me that when the Canadian Patent Office adopts the rule set forth in my note of December 3rd, 1937, residents of Canada whose names are entered on the register of attorneys permitted to practice before the Patent Office of Canada will be accorded the right of registering in the register of attorneys permitted to practice before the United States Patent Office under the rules of that Office. You added that no further amendment of these latter rules will be necessary.

2. I am happy to inform you that the new rule set forth in my note of December 3rd, 1937, became effective on January 1st, 1938.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

HERBERT M. MARLER

The Hon. CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*



## AIR NAVIGATION

*Exchange of notes at Washington July 28, 1938, with text of arrangement*

*Entered into force August 1, 1938*

53 Stat. 1925; Executive Agreement Series 129

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

*Washington, July 28, 1938*

SIR:

I have the honor to refer to negotiations which have recently taken place between the Government of the United States of America and the Government of Canada for the conclusion of a reciprocal air navigation arrangement.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that this arrangement shall be as follows:

### ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO AIR NAVIGATION

#### ARTICLE I

(a) The present arrangement between the United States of America and Canada relates to the operation in either country of civil aircraft duly registered in territory of the other country in accordance with its requirements as to registration.

(b) The term "civil aircraft" shall for the purposes of this arrangement be understood to mean all aircraft other than military, naval, customs and police aircraft.

#### ARTICLE II

The present arrangement shall apply to continental United States of America, including Alaska, and to Canada, including their territorial waters.

#### ARTICLE III

(a) Each of the Parties to the present arrangement shall grant, in time of peace, liberty of passage above its territory to aircraft of the other Party duly registered in the territory of such other Party, provided that the conditions set forth in the present arrangement are observed.

(b) It is, however, agreed that the establishment and operation by an enterprise of one of the Parties of a regular air route or service to, over or away from the territory of the other Party, with or without a stop, shall be subject to the consent of such other Party.

(c) Any air transport enterprise of either Party applying for permission to operate such a route or service shall be required to submit its application through diplomatic channels.

#### ARTICLE IV

(a) The aircraft of each of the Parties, passengers and goods carried thereon and personnel employed on the aircraft, shall while within or over the territory of the other Party, 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 entry and clearance, immigration, passports, quarantine and customs.

(b) Subject to the provisions of the preceding 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 aircraft of either Party into or out of territory of the other Party; and (subject to the same proviso) such aircraft, passengers and goods carried thereon and personnel employed on the aircraft shall enjoy in the territory mentioned the same privileges as aircraft of such other Party 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 aircraft of the territory referred to or the aircraft of the most favored country, engaged in international commerce, or on their passengers, goods and personnel.

#### ARTICLE V

The regulations (together with any subsequent alterations therein) relative to air traffic in force in territory of either Party shall be communicated to the other Party.

#### ARTICLE VI

The fuel and lubricating oils retained on board aircraft of either Party arriving in or leaving territory of the other Party shall be exempt from customs duty, even though the fuel and lubricating oils so retained are used by the aircraft on a flight in that territory.

#### ARTICLE VII

Aerodromes open to public air traffic in territory of either Party shall, so far as they are under its control, be open to aircraft of the other Party, which (subject to the same proviso) will also be entitled to the assistance of the meteorological, radio, 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 shall be the same for aircraft of each of the Parties.

#### ARTICLE VIII

(a) The term "air commerce" as used in the succeeding paragraph of this article means:—Navigation of aircraft in territory of either Party in the conduct or furtherance of a business; and the commercial transport of passengers or goods between any two points in the territory of either Party.

(b) Air commerce may, in the territory of either Party, be reserved exclusively to its own aircraft. With the reservation of the stipulations contained in Article III concerning regular air routes or services for which special consent is necessary, the aircraft of either Party may, nevertheless, proceed from any aerodrome open to public air traffic in territory of the other Party to any other such aerodrome for the purpose of taking on board or landing the whole or part of their goods or passengers, provided that such goods 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 shall, notwithstanding that both such aerodromes are points between which air commerce has been reserved, be entitled to the treatment set out in this arrangement.

#### ARTICLE IX

(a) Air traffic may be prohibited over specified areas in the territories to which this arrangement applies, it being understood that no distinction in this matter will be made by either Party between its aircraft engaged in international commerce and the aircraft of the other Party likewise engaged. Lists of the areas above which air traffic is thus prohibited in territory of either Party, as well as any subsequent alterations therein, will be communicated as soon as possible to the other Party.

(b) In exceptional circumstances air traffic above the whole or any part of the territories to which this arrangement applies may temporarily, and with immediate effect, be limited or prohibited, but no distinction in this respect will be made by either Party between the aircraft of the other Party and the aircraft of any other foreign country.

(c) In the event of any aircraft finding itself over a prohibited area it must, as soon as it is aware of the fact, give the signal of distress prescribed in the Rules of the Air in force in the territory in which the prohibited area is situated, and a landing must be effected as soon as practicable at an aerodrome in that territory, outside but as near as possible to the prohibited area. The obligation to land applies also in respect to flights over prohibited areas by aircraft to which the special signal intended to draw their attention shall have been given.

## ARTICLE X

(a) All aircraft of either Party flying in or over the territory of the other Party must carry clear and visible nationality and registration marks whereby they may be recognized during flight.

(b) Such aircraft must also be provided with certificates of registration and airworthiness and with all the other documents prescribed for air traffic in the territory in which they are registered.

(c) The persons employed on such aircraft who perform duties for which a certificate of competency or license is required in the territory in which the aircraft is registered, must carry such documents as are prescribed by the regulations in force in that territory.

(d) The other persons employed on board must carry documents showing their duties in the aircraft, their profession, identity and nationality.

(e) Each of the Parties reserves the right to require lists of the passengers and persons employed on board as well as a manifest of the goods carried on the aircraft.

(f) The certificate of airworthiness, certificates of competency or licenses issued or rendered valid by the competent authorities of either country in respect of its aircraft or of the crew of such aircraft shall be recognized as having the same validity in the territory of the other country as the corresponding documents issued or rendered valid by the competent authorities of such other country; provided that with respect to certificates of competency or licenses issued or rendered valid by either country in favor of nationals of the other country, such recognition may be refused by the latter country.

## ARTICLE XI

(a) Aircraft of either Party may, in or over the territory of the other Party, carry radio 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 territory in which the aircraft is registered. The use of such apparatus shall be in accordance with the regulations on the subject issued by the competent authorities of the territory flown over.

(b) Such apparatus may be used only by the personnel employed on board who are provided with a special license for the purpose, issued by the competent authorities of the territory in which the aircraft is registered.

(c) For reasons of safety each of the Parties to this arrangement reserves the right to issue regulations relative to the obligatory equipment of aircraft with radio apparatus when in or over its territory.

## ARTICLE XII

(a) No explosives, arms of war or munitions of war may be carried by aircraft of either Party in or above the territory of the other Party, or by the

personnel employed on board or passengers, except by permission of the competent authorities of that territory.

(b) However, the carriage of accessories necessary to the operation and navigation of the aircraft, such as rockets, flares, and similar devices is not prohibited.

(c) Each of the Parties reserves the right to require that the carriage by aircraft of photographic apparatus be prohibited or regulated by the competent authorities of the territory flown over.

(d) Each of the Parties reserves the right, for reasons of public order and safety, to limit or prohibit the carriage in or above its territory of articles other than those enumerated in paragraph (a) of this article, provided that no distinction is made in this respect between its national aircraft employed in international traffic and the aircraft of the other Party so employed.

### ARTICLE XIII

The competent authorities of each of the Parties shall have the right to search aircraft of the other Party on landing or departure and to inspect the certificates and other documents prescribed in the preceding articles.

### ARTICLE XIV

(a) Aircraft of either Party entering or leaving territory of the other Party shall make a first landing at and depart from only an aerodrome open to public air traffic and designated as an airport of entry where facilities exist for the enforcement of customs, passport, quarantine and immigration regulations and the entry and clearance of aircraft; and no intermediate landing other than a forced landing may be effected before arriving at such an airport on entry into the territory concerned or after leaving such an airport on departure from that territory. In special cases, and subject to the same provisions as to intermediate landing, the competent authorities may allow a first landing at or a departure from another aerodrome where the above-mentioned facilities have been arranged.

(b) Each of the Parties reserves the right to require that aircraft entering its territory shall make its first landing at the airport of entry nearest to the point where the aircraft has crossed the frontier, with the understanding, however, that in this event, permission may be granted for the aircraft to make its first landing at an airport of entry other than the one nearest to the frontier.

(c) In the event of a forced landing or of a landing as provided in paragraph (c) of Article IX, not at an airport of the class mentioned in the preceding paragraph, the personnel employed on board and passengers must conform to the entry and clearance, customs, passport, quarantine and immigration regulations in force in the territory in which the landing occurs.

(d) Lists of aerodromes in territory of either Party which are designated as airports of entry for the purposes of this article will be communicated as soon as possible to the other Party. Any subsequent alterations in these lists will also be communicated to such other Party.

#### ARTICLE XV

The competent authorities of either Party may require that on entering or leaving its territory the aircraft of the other Party shall do so between specified points. Any requirements of either Party in this respect and any subsequent alterations therein shall be communicated to the other Party. Subject to any such requirement and to the provisions of this arrangement, aircraft of each Party may choose their own route of entry or departure in entering or leaving territory of the other Party.

#### ARTICLE XVI

No article or substance, other than ballast, may be unloaded or otherwise discharged from aircraft of either Party in the course of flight in or over the territory of the other Party 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 article ballast means fine sand or water only.

#### ARTICLE XVII

(a) The present arrangement or any part thereof may be terminated by either Government at any time upon sixty days' notice given in writing to the other Government.

(b) On the date that the present arrangement becomes effective, the reciprocal arrangement between the United States of America and Canada for the admission of civil aircraft, the issuance by each country of pilots' licenses to nationals of the other country and the reciprocal acceptance of certificates of airworthiness for aircraft imported as merchandise, entered into by an exchange of notes dated August 29, 1929 and October 22, 1929,<sup>1</sup> will be supplanted with the exception of the provisions of the latter arrangement which set forth the conditions governing the issuance of pilots' licenses and the acceptance of certificates of airworthiness for aircraft imported as merchandise.

I shall be glad to have you inform me whether it is the understanding of your Government that the terms of the arrangement agreed to in the negotiations are as above set forth. If so, it is suggested that the arrangement become effective on August 1, 1938. If your Government concurs in this suggestion

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<sup>1</sup> EAS 2, *ante*, p. 31.



the Government of the United States will regard it as becoming effective on that date.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

SIR HERBERT MARLER, P. C., K. C. M. G.,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

No. 175

CANADIAN LEGATION  
*Washington, July 28th, 1938*

SIR:

I have the honour to acknowledge the receipt of your note of July 28th, 1938, in which you communicated to me the terms of a reciprocal air navigation arrangement between Canada and the United States of America, as understood by you to have been agreed to in negotiations, now terminated, between the Government of Canada and the Government of the United States of America.

The terms of this arrangement which you have communicated to me are as follows:

[For terms of arrangement, see U.S. note, above.]

I am instructed to state that the terms of the arrangement as communicated to me are agreed to by my Government.

I am further instructed to inform you that my Government concurs in your suggestion that the arrangement become effective on August 1st, 1938, and will accordingly regard it as becoming effective on that date.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

HERBERT M. MARLER

The Honourable CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

# CERTIFICATES OF COMPETENCY OR LICENSES FOR PILOTING OF CIVIL AIRCRAFT

*Exchange of notes at Washington July 28, 1938, with text of arrangement*

*Entered into force August 1, 1938*

53 Stat. 1937; Executive Agreement Series 130

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
*Washington, July 28, 1938*

SIR:

I have the honor to refer to negotiations which have recently taken place between the Government of the United States of America and the Government of Canada for the conclusion of a reciprocal arrangement for the issuance by each country of certificates of competency or licenses to nationals of the other country for the piloting of civil aircraft.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that the arrangement shall be as follows:

## ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO THE ISSUANCE OF CERTIFICATES OF COMPETENCY OR LICENSES FOR THE PILOTING OF CIVIL AIRCRAFT

### ARTICLE I

(a) The present arrangement between the United States of America and Canada relates to the issuance by the competent authorities of each country of pilot certificates of competency or licenses to nationals of the other country for the piloting of civil aircraft.

(b) The term "civil aircraft" shall for the purpose of this arrangement be understood to mean all aircraft other than military, naval, customs and police aircraft.

(c) Either country issuing certificates of competency or licenses to nationals of the other country for the piloting of civil aircraft, as defined in the preceding paragraph, reserves, however, the right to limit such issuance to the operation of civil aircraft for noncommercial purposes.



## ARTICLE II

Pursuant to the provisions of Article I, the competent United States authorities will issue pilot certificates of competency or licenses to nationals of Canada, upon a showing that they are qualified under the regulations of the United States covering the issuance of such certificates or licenses.

## ARTICLE III

Pursuant to the provisions of Article I, the competent Canadian authorities will issue pilot certificates of competency or licenses to nationals of the United States, upon a showing that they are qualified under the regulations of Canada covering the issuance of such certificates or licenses.

## ARTICLE IV

Subject to the provisions of Articles I and II, pilot certificates of competency or licenses issued by the competent United States authorities to nationals of Canada shall entitle them to the same privileges in the matter of air pilotage as are granted by pilot certificates of competency or licenses issued to nationals of the United States.

## ARTICLE V

Subject to the provisions of Articles I and III, pilot certificates of competency or licenses issued by the competent Canadian authorities to nationals of the United States shall entitle them to the same privileges in the matter of air pilotage as are granted by pilot certificates of competency or licenses issued to nationals of Canada.

## ARTICLE VI

(a) The present arrangement shall be subject to termination by either Government upon sixty days' notice given in writing to the other Government.

(b) On the date that the present arrangement becomes effective, the reciprocal arrangement between the United States of America and Canada for the admission of civil aircraft, the issuance by each country of pilots' licenses to nationals of the other country and the reciprocal acceptance of certificates of airworthiness for aircraft imported as merchandise, entered into by an exchange of notes dated August 29, 1929 and October 22, 1929,<sup>1</sup> will be supplanted in so far as it sets forth the conditions governing the issuance by each country of pilots' licenses to nationals of the other country.

I shall be glad to have you inform me whether it is the understanding of your Government that the terms of the arrangement agreed to in the negotiations are as above set forth. If so, it is suggested that the arrangement become effective on August 1, 1938. If your Government concurs in this

<sup>1</sup> EAS 2, *ante*, p. 31.

suggestion the Government of the United States will regard it as becoming effective on that date.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

Sir HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

*Washington, July 28th, 1938*

No. 176

SIR:

I have the honour to acknowledge the receipt of your note of July 28th, 1938, in which you communicated to me the terms of a reciprocal arrangement between Canada and the United States of America for the issuance by each country of certificates of competency or licenses to nationals of the other country for the piloting of civil aircraft, as understood by you to have been agreed to in negotiations, now terminated, between the Government of Canada and the Government of the United States of America.

The terms of this arrangement which you have communicated to me are as follows:

[For terms of arrangement, see U.S. note, above.]

I am instructed to state that the terms of the arrangement as communicated to me are agreed to by my Government.

I am further instructed to inform you that my Government concurs in your suggestion that the arrangement become effective on August 1st, 1938, and will accordingly regard it as becoming effective on that date.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

HERBERT M. MARLER

The Honourable CORDELL HULL,

*Secretary of State of the United States,  
Washington, D. C.*

# CERTIFICATES OF AIRWORTHINESS

*Exchange of notes at Washington July 28, 1938, with text of arrangement*

*Entered into force August 1, 1938*

53 Stat. 1941; Executive Agreement Series 131

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
*Washington, July 28, 1938*

SIR:

I have the honor to refer to negotiations which have recently taken place between the Government of the United States of America and the Government of Canada for the conclusion of a reciprocal arrangement for the acceptance of certificates of airworthiness for export.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that the arrangement shall be as follows:

## ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO CERTIFICATES OF AIRWORTHINESS FOR EXPORT

### ARTICLE I

(a) The present arrangement applies to civil aircraft constructed in continental United States of America, including Alaska, and exported to Canada; and to civil aircraft constructed in Canada and exported to continental United States of America, including Alaska.

(b) This arrangement shall extend to civil aircraft of all categories, including those used for public transport and those used for private purposes as well as to components of such aircraft.

### ARTICLE II

The same validity shall be conferred by the competent United States authorities on certificates of airworthiness for export issued by the competent Canadian authorities for aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such aircraft have been constructed in Canada in accordance with the airworthiness requirements of Canada.

## ARTICLE III

The same validity shall be conferred by the competent Canadian authorities on certificates of airworthiness for export issued by the competent United States authorities for aircraft subsequently to be registered in Canada as if they had been issued under the regulations in force on the subject in Canada, provided that such aircraft have been constructed in continental United States or Alaska in accordance with the airworthiness requirements of the United States.

## ARTICLE IV

(a) The competent United States authorities shall arrange for the effective communication to the competent Canadian authorities of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling the Canadian authorities to require 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 Canadian 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 arrangement, 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.

## ARTICLE V

(a) The competent Canadian authorities shall arrange for the effective communication to the competent United States authorities of particulars of compulsory modifications prescribed in Canada, for the purpose of enabling the United States authorities to require these modifications to be made to aircraft of the types affected, whose certificates have been validated by them.

(b) The competent Canadian 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 arrangement, 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.

## ARTICLE VI

(a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon

the fulfillment of any special conditions which are for the time being required by them for the issue of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country 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.

#### ARTICLE VII

The question of procedure to be followed in the application of the provisions of the present arrangement shall be the subject of direct correspondence, whenever necessary, between the competent United States and Canadian authorities.

#### ARTICLE VIII

(a) The present arrangement shall be subject to termination by either Government upon sixty days' notice given in writing to the other Government.

(b) On the date that the present arrangement becomes effective, the reciprocal arrangement between the United States of America and Canada for the admission of civil aircraft, the issuance by each country of pilots' licenses to nationals of the other country and the reciprocal acceptance of certificates of airworthiness for aircraft imported as merchandise, entered into by an exchange of notes dated August 29, 1929 and October 22, 1929,<sup>1</sup> will be supplanted in so far as it sets forth the conditions governing the reciprocal acceptance of certificates of airworthiness for aircraft imported as merchandise.

I shall be glad to have you inform me whether it is the understanding of your Government that the terms of the arrangement agreed to in the negotiations are as above set forth. If so, it is suggested that the arrangement become effective on August 1, 1938. If your Government concurs in this suggestion the Government of the United States will regard it as becoming effective on that date.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

SIR HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

<sup>1</sup> EAS 2, *ante*, p. 31.

*The Canadian Minister to the Secretary of State*

No. 177

CANADIAN LEGATION  
*Washington, July 28th, 1938*

SIR:

I have the honour to acknowledge the receipt of your note of July 28th, 1938, in which you communicated to me the terms of a reciprocal arrangement between Canada and the United States of America for the acceptance of certificates of airworthiness for export, as understood by you to have been agreed to in negotiations, now terminated, between the Government of Canada and the Government of the United States of America.

The terms of this arrangement which you have communicated to me are as follows:

[For terms of arrangement, see U.S. note, above.]

I am instructed to state that the terms of the arrangement as communicated to me are agreed to by my Government.

I am further instructed to inform you that my Government concurs in your suggestion that the arrangement become effective on August 1st, 1938, and will accordingly regard it as becoming effective on that date.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

HERBERT M. MARLER

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

## LEVEL OF WATERS IN RAINY LAKE WATERSHED

*Convention signed at Ottawa, for the United States and the United Kingdom, September 15, 1938*

*Ratified by the United Kingdom, in respect of Canada, May 19, 1939  
Senate advice and consent to ratification August 30, 1940*

*Ratified by the President of the United States September 10, 1940*

*Ratifications exchanged at Ottawa October 3, 1940*

*Entered into force October 3, 1940*

*Proclaimed by the President of the United States October 18, 1940*

54 Stat. 1800; Treaty Series 961

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 Canada,

Desirous of providing for emergency regulation of the level of Rainy Lake and of the level of other boundary waters in the Rainy Lake watershed, in such a way as to protect the interests of the inhabitants of the United States of America and Canada, and,

Accepting as a basis of agreement the following recommendations made by the International Joint Commission in its Final Report dated May 1, 1934, on the Reference concerning Rainy Lake and the boundary waters flowing into and from that lake, and particularly in answer to Question 2 of that Reference, namely,

that it would be wise and in the public interest that the Commission be clothed with power to determine when unusual or extraordinary conditions exist throughout the watershed, whether by reason of high or low water, and that it be empowered to adopt such measures of control as to it may seem proper with respect to existing dams at Kettle Falls and International Falls, as well as any future dams or works, in the event of the Commission determining that such unusual or extraordinary conditions exist.

Have resolved to conclude a convention for that purpose and have accordingly named as their plenipotentiaries:—



The President of the United States of America:

JOHN FARR SIMMONS, Chargé d'Affaires ad interim of the United States of America at Ottawa;

His Majesty the King of Great Britain, Ireland and the British dominions beyond the Seas, Emperor of India, for Canada:

The Right Honourable WILLIAM LYON MACKENZIE KING, Prime Minister, President of the Privy Council and Secretary of State for External Affairs;

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

#### ARTICLE I

The International Joint Commission, established pursuant to the provisions of the treaty signed at Washington on the 11th day of January, 1909,<sup>1</sup> relating to questions arising between the United States of America and Canada, is hereby clothed with power to determine when emergency conditions exist in the Rainy Lake watershed, whether by reason of high or low water, and the Commission is hereby empowered to adopt such measures of control as to it may seem proper with respect to existing dams at Kettle Falls and International Falls, as well as with respect to any existing or future dams or works in boundary waters of the Rainy Lake watershed, in the event the Commission shall determine that such emergency conditions exist.

#### ARTICLE II

This convention shall be ratified in accordance with the constitutional forms of the Contracting Parties and shall take effect immediately upon the exchange of ratifications which shall take place at Ottawa as soon as possible.

IN WITNESS WHEREOF, the undersigned plenipotentiaries have signed the present convention and have hereunto affixed their seals.

Done in duplicate at Ottawa this fifteenth day of September, A. D., 1938.

JOHN FARR SIMMONS	[SEAL]
W. L. MACKENZIE KING	[SEAL]

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<sup>1</sup> TS 548, *post*, UNITED KINGDOM.

## RECIPROCAL TRADE

*Agreement signed at Washington, for the United States and the United Kingdom, November 17, 1938, with exchange of notes and lumber declaration*<sup>1</sup>

*Proclaimed by the President of the United States November 25, 1938*

*Ratified by the United Kingdom, in respect of Canada, May 19, 1939*

*Proclamation and ratification exchanged at Ottawa June 17, 1939*

*Supplementary proclamations by the President of the United States June 17, 1939,<sup>2</sup> and February 22, 1947<sup>3</sup>*

*Entered into force June 17, 1939; article IX applied provisionally on and after November 26, 1938; articles I, VI, and VII applied provisionally on and after January 1, 1939*

*Supplemented and amended by agreement of December 30, 1939<sup>4</sup>*

*Rendered inoperative from January 1, 1948, by agreement of October 30, 1947<sup>5</sup>*

53 Stat. 2348; Executive Agreement Series 149

### 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 Canada;

Desiring to facilitate and extend still further the commercial relations existing between the United States of America and Canada by granting reciprocal concessions and advantages for the promotion of trade;

Taking into account the absence of any restriction upon the settlement of commercial obligations arising out of the trade between the United States of America and Canada;

Have resolved to replace the Trade Agreement concluded between them on November 15, 1935,<sup>6</sup> at Washington by a new and more comprehensive Agreement and have appointed for this purpose as their Plenipotentiaries:

<sup>1</sup> For schedules annexed to agreement, see 53 Stat. 2357 or p. 10 of EAS 149.

<sup>2</sup> For proclamations relating to allocation of tariff quota on heavy cattle, see 53 Stat. 2397 or p. 53 of EAS 149; 54 Stat. 2290 (EAS 170); 54 Stat. 2445 (EAS 190); and 55 Stat. 1387 (EAS 225).

<sup>3</sup> For proclamation withdrawing concession on linen fire hose, see *Department of State Bulletin*, Mar. 9, 1947, p. 453.

<sup>4</sup> EAS 184, *post*, p. 165.

<sup>5</sup> TIAS 1702, *post*, p. 451.

<sup>6</sup> EAS 91, *ante*, p. 75.

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 :

For Canada :

The Right Honorable W. L. Mackenzie King, Prime Minister, President of the Privy Council and Secretary of State for External Affairs of Canada ;

Who, having communicated to each other their full powers, found in good and due form, have agreed on the following articles :

#### ARTICLE I

1. The United States of America and Canada will grant each other unconditional and unrestricted most-favored-nation treatment in all matters concerning customs duties and subsidiary charges of every kind and in the method of levying duties, and, further, in all matters concerning the rules, formalities and charges imposed in connection with the clearing of goods through the customs, and with respect to all laws or regulations affecting the sale 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 other foreign country are or may hereafter be subject.

3. Similarly, articles exported from the territory of the United States of America or Canada 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 other foreign 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 Canada in regard to the above-mentioned matters, to any article originating in any other foreign country or consigned to the territory of any other foreign country shall be accorded immediately and without compensation to the like article originating in or consigned to the territory of Canada or the United States of America, respectively, and irrespective of the nationality of the carrier.

#### ARTICLE II

1. No prohibition or restriction shall be imposed or maintained on the importation into either country of any article, from whatever place arriving,

the growth, produce or manufacture of the other country, 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 either country to the other to which the exportation of the like article to any other foreign country is not similarly subject.

### ARTICLE III

If imports of any article into either country 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 other country shall be based upon the proportion of the total imports of such article from all foreign countries supplied by that country 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 the other country is a relatively large supplier of any such article, the Government of the country imposing the regulations shall, whenever practicable, consult with the Government of the other country before the share to be allocated to that country is determined.

### ARTICLE IV

1. If either country establishes or maintains a monopoly for the importation, production or sale of a particular commodity or grants exclusive privileges, formally or in effect, to one or more agencies to import, produce or sell a particular commodity, the Government of the country establishing or maintaining such monopoly, or granting such monopoly privileges, agrees that in respect of the foreign purchases of such monopoly or agency the commerce of the other country shall receive fair and equitable treatment. To this end it is agreed that in making its foreign purchases of any product such monopoly or agency will be influenced solely by those considerations, such as price, quality, marketability, and terms of sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing such product on the most favorable terms.

2. In awarding contracts for public works and in purchasing supplies, neither Government shall discriminate against articles the growth, produce or manufacture of the territories of the other country in favor of those of any other foreign country.

### ARTICLE V

Articles the growth, produce or manufacture of the United States of America or Canada shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those

payable on like articles of national origin or any other origin, except as otherwise required by laws in force on the day of the signature of this Agreement and subject to the limitations on the authority of either Government.

#### ARTICLE VI

1. Articles the growth, produce or manufacture of the United States of America enumerated and described in Schedule I <sup>7</sup> annexed to this Agreement shall, on their importation into Canada, be exempt from ordinary customs duties in excess of those set forth in the said Schedule, subject to the conditions therein set out. The said articles shall also be exempt from all other duties, taxes, fees, charges, or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of Canada in force on the day of the signature of this Agreement.

2. Schedule I shall have full force and effect as an integral part of this Agreement.

#### ARTICLE VII

1. Articles the growth, produce or manufacture of Canada enumerated and described in Schedule II annexed to this Agreement shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth and provided for in the said Schedule, subject to the conditions therein set out. The said articles shall also be exempt from all other duties, taxes, fees, charges, or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the United States of America in force on the day of the signature of this Agreement.

2. Schedule II shall have full force and effect as an integral part of this Agreement.

#### ARTICLE VIII

1. The provisions of Articles VI and VII of this Agreement shall not prevent the Government of either country from imposing at any time on the importation of any article a charge equivalent to an internal tax imposed in respect 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.

2. Moreover, the provisions of Articles VI and VII shall not be construed to embrace such reasonable fees, charges or exactions, imposed at any time by the Government of either country in connection with the documentation of any shipment, as are commensurate with the cost of the services performed.

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<sup>7</sup> For schedules annexed to agreement, see 53 Stat. 2357 or p. 10 of EAS 149.

# ARTICLE IX

Sawed lumber and timbers, telephone, trolley, electric-light, and telegraph poles of wood, and bundles of shingles, the growth, produce or manufacture of Canada, imported into the United States of America, shall not be required to be marked to indicate their origin in any case where the imported article is of the same class or kind as articles which were imported into the United States of America in substantial quantities during the five-year period immediately preceding January 1, 1937, and were not required during such period to be marked to indicate their origin.

# ARTICLE X

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 Canada 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 in the United States of America on the importation or sale of any article the growth, produce or manufacture of Canada enumerated and described in Schedule II, except as otherwise expressly provided in the said Schedules.

2. The foregoing provision shall not apply to quantitative regulations in whatever form which may hereafter be imposed by the Government of either country on the importation or sale of any article the growth, produce or manufacture 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 Government proposing to impose any such quantitative regulation shall have satisfied itself, 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 Government proposes to impose or to effect a substantial alteration in any quantitative regulation authorized by the preceding paragraph, that Government 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 Government giving it shall be free to impose or alter the regulation at any time, and the other Government 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.

#### ARTICLE XI

In respect of articles the growth, produce or manufacture of the United States of America enumerated and described in Schedule I, imported into Canada, and of articles the growth, produce or manufacture of Canada enumerated and described in Schedule II, 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 countries on the day of the signature of this Agreement shall not be altered so as to impair the value of any of the concessions provided for in this Agreement.

#### ARTICLE XII

1. Nothing in this Agreement shall be construed to prevent the enforcement of such measures as the Government of either country may see fit to adopt

- (a) relating to the importation or exportation of gold or silver;
- (b) relating to the control of the import or export or sale for export of arms, ammunition, or implements of war, and, in exceptional circumstances, all other military supplies;
- (c) relating to neutrality or to public security; or
- (d) should that country be engaged in hostilities or war.

2. Subject to the requirement that, under like circumstances and conditions, there shall be no arbitrary discrimination by either country against articles the growth, produce or manufacture of the other country in favor of the like articles the growth, produce or manufacture of any other foreign country, the provisions of this Agreement shall not extend to prohibitions or restrictions

- (a) imposed on moral or humanitarian grounds;
- (b) designed to protect human, animal or plant health or life;
- (c) relating to prison-made goods; or
- (d) relating to the enforcement of police or revenue laws.

#### ARTICLE XIII

If a wide variation should occur in the rate of exchange between the currencies of the United States of America and Canada, and if the Government



of either country should consider the variation so substantial as to prejudice the industries or commerce of that country, it shall be free to propose negotiations for the modification of this Agreement; and if agreement with respect thereto is not reached within thirty days following receipt of such proposal, the Government making such proposal shall be free to terminate this Agreement in its entirety on thirty days' written notice.

#### ARTICLE XIV

The Government of each country reserves the right to withdraw or to modify the concession granted on any article under this Agreement, or to impose quantitative regulations on the importation of any such article if, as the result of the extension of such concession to other foreign countries, such countries obtain 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 domestic producers: Provided, That before any action authorized by the foregoing reservation is taken, the Government proposing to take such action shall give notice in writing to the other Government of its intention to do so, and shall afford such other Government an opportunity within thirty days after receipt of such notice to consult with it in respect of the proposed action.

#### ARTICLE XV

1. Should any measure be adopted by the Government of either country which, while not conflicting with the terms of this Agreement, appears to the Government of the other country to have the effect of nullifying or impairing any of the objects of the Agreement, the Government which has adopted any such measure shall consider such representations and proposals as the other may make, with a view to effecting a mutually satisfactory adjustment of the matter.

2. 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 laws and regulations, quantitative restrictions on imports 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 health or life.

3. In the event that the Government of either country makes representations to the Government of the other country in respect of the application of any sanitary law or regulation for the protection of human, animal or plant health or life, and if there is disagreement with respect thereto, a committee of technical experts on which each Government will be represented shall, on the request of either Government, be established to consider the matter and to submit recommendations to the two Governments.

## ARTICLE XVI

The provisions of this Agreement relating to the treatment to be accorded by the United States of America and Canada, 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 and such of its territories and possessions as are included in its customs territory on the day of the signature of this Agreement. 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 XVII

Except as otherwise provided in Article V of this Agreement:

(a) Nothing in the Agreement shall entitle the United States of America to claim the benefit of any treatment, preference or privilege which may now or hereafter be accorded by Canada exclusively to 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.

(b) Nothing in the Agreement shall entitle Canada to claim the benefit of any treatment, preference or privilege which may now or hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone exclusively 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.

## ARTICLE XVIII

1. The present Agreement shall be proclaimed by the President of the United States of America and shall be ratified by His Majesty the King of Great Britain, Ireland and the British dominions beyond the Seas, Emperor of India, in respect of Canada. It shall enter definitively into force on the day of the exchange of the instrument of ratification and a copy of the proclamation, which shall take place at Ottawa as soon as possible.

2. Pending the definitive coming into force of this Agreement, the provisions of Article IX shall be applied provisionally on and after the day following the proclamation of the Agreement by the President of the United States of America, and the provisions of Article I, Article VI and Article VII shall be applied provisionally on and after January 1, 1939, subject to the reservations and exceptions elsewhere provided for in this Agreement.

3. Upon the provisional application of Article I, Article VI and Article VII of the present Agreement, and during the continuance of such provisional application, the provisions of Article I, Article III and Article IV of the Trade Agreement concluded between the United States of America and Canada on November 15, 1935, at Washington shall be inoperative, and upon the definitive coming into force of the present Agreement the whole of the said Agreement of November 15, 1935, shall terminate.

4. Subject to the provisions of Article X and Article XIII, this Agreement shall remain in force for a term of three years from the date of the provisional application of Article IX, and, unless at least six months before the expiration of the aforesaid term of three years, the Government of either country shall have given notice to the other Government of intention to terminate the Agreement upon the expiration of that term, the Agreement shall remain in force thereafter, subject to the provisions of Article X and Article XIII, until six months from the date on which the Government of either country shall have given notice to the other Government of intention to terminate the Agreement.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

Done in duplicate, at the City of Washington, this seventeenth day of November, 1938.

CORDELL HULL	[SEAL]
W. L. MACKENZIE KING	[SEAL]

[For schedules annexed to agreement, see 53 Stat. 2357 or p. 10 of EAS 149.]

#### EXCHANGE OF NOTES

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*November 17, 1938*

SIR:

I have the honor to inform you that the Government of the United States, in the special circumstances, will refrain from claiming under Article I of the Trade Agreement signed this day any advantages now accorded or which may hereafter be accorded by Canada to any territory under the mandate of His Majesty the King of Great Britain, Ireland and the British dominions beyond the Seas, Emperor of India, 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.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

SIR HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

November 17, 1938

SIR,

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 Article I of the Agreement any advantages now accorded or which may hereafter be accorded by Canada to any territory under the mandate of His Majesty the King of Great Britain, Ireland, and the British dominions beyond the Seas, Emperor of India, 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.

I have taken note with pleasure of your communication in the above sense.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

HERBERT M. MARLER

The Honourable CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

#### LUMBER DECLARATION

The Governments of Canada and the United States of America, desiring to proceed toward the removal of those restrictions on the international trade in lumber which have operated to the disadvantage of their respective lumber industries;

Recognizing that as a first step towards this objective the duties and taxes levied on lumber imported into the United States from Canada were reduced by 50 per cent to \$2 per thousand feet in the Trade Agreement concluded

between Canada and the United States of America on November 15, 1935;

Noting that as a consequence of the coming into force of the Trade Agreements signed this day:

(1) the United Kingdom duty on softwood lumber in those forms of which the United States is an important supplier of the United Kingdom's requirements will not exceed 16 shillings per standard (approximately \$2 per thousand feet), without any restriction as to the quantity that may be imported at the reduced rate of duty;

(2) the preferential margins enjoyed by lumber of Empire origin in the British West Indian Colonies will not exceed \$2 per thousand feet;

(3) the Canadian duty on planed or dressed lumber imported from the United States will be reduced by 50 per cent and the special excise tax of 3 per cent will be removed from rough and dressed lumber, without any restriction as to the quantity that may be imported either at the reduced rates of duty or free;

(4) the quantity of red cedar shingles that may be imported into the United States free of duty will be fixed at 30 per cent of United States consumption and imports in excess of this quantity will not be dutiable at more than 25 cents per square;

(5) the quantitative restriction on the importation into the United States of lumber of Douglas fir and Western Hemlock at the reduced rates of duty and tax in effect since January 1st, 1936, and confirmed by the Trade Agreement signed today, will be removed; and that

(6) lumber and timber imported from Canada will not be required to be marked to indicate their country of origin.

Noting further that the Governments of Canada, the United Kingdom, and the United States of America are, for their part, prepared to give effect to the arrangement envisaged in the Trade Agreement between the United Kingdom and the United States whereby lumber of the values and sizes therein set forth shall on its importation into the United Kingdom from the United States of America be admitted free of duty as soon as the import excise tax now levied on Canadian lumber imported into the United States is removed.

Have resolved to record their readiness to cooperate, as opportunity occurs, in restoring the reciprocal advantages enjoyed by the timber products of their respective countries prior to the general resort to retaliatory restrictions on the importation of lumber and to confirm their understanding that the Government of Canada will interpose no objection to the reduction by Empire Governments other than the United Kingdom of differential duties now levied on United States lumber to a point at which the margin of preference enjoyed by Canadian lumber will not exceed the duties and taxes now imposed on Canadian lumber on importation into the United States and that when, and for so long as, the United States import excise tax ceases to apply to

lumber imported from Canada, Canada will concur in any request it may receive from such Empire Government for the extension to United States lumber of the tariff treatment enjoyed by Canadian lumber.

WASHINGTON,

*November 17, 1938.*

## RADIO BROADCASTING

*Exchange of notes at Washington October 28 and December 10, 1938*

*Entered into force March 29, 1941*<sup>1</sup>

*Terminated April 19, 1960*<sup>2</sup>

53 Stat. 2042; Executive Agreement Series 136

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

*Washington, October 28, 1938.*

SIR:

I have the honor to inform you of the Department's consideration of three arrangements resulting from the deliberations of the Inter-American Radio Conference which was held at Habana, Cuba from November 1 to December 13, 1937. Those Agreements relate to the following subjects:

*a.* Arrangement regarding radio broadcasting channels which provides for a tentative allocation of broadcasting frequencies established in view of the terms of the North American Regional Broadcasting Agreement, Habana 1937.

*b.* Agreement between the United States and Canada for the use of the frequency 540 kilocycles.

*c.* Agreement with respect to the assignment by the United States of a Class I-A station to the 700 kilocycle frequency with a power of 50 kilowatts or more and the assignment by Canada of a similar station with equal power on a frequency of 690 kilocycles.

For your convenience there are quoted the proposed arrangements outlined above:

*a.* ARRANGEMENT REGARDING RADIO BROADCASTING CHANNELS

There shall be in Canada sixteen full time station assignments to stations which at present are considered as regional or local stations, and under the proposed North American Broadcasting Agreement, signed at Habana,

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<sup>1</sup> Date of entry into force of North American Regional Broadcasting Agreement signed at Havana Dec. 13, 1937 (TS 962, *ante*, vol. 3, p. 503).

<sup>2</sup> Date of entry into force of NARBA agreement signed at Washington Nov. 15, 1950 (11 UST 413; TIAS 4460).



December 13, 1937, will be classified at Class III or Class IV. Six of these stations shall have a power of 1,000 watts each and ten a power of 100 watts each, as follows:

<i>Frequency (kc)</i>		<i>Station</i>	<i>Location</i>	<i>Power</i>	<i>Class</i>
<i>Present</i>	<i>Proposed</i>				
1030	1300	CJBR	Rimouski, Que.	1000w	III
840	600	CFQC	Saskatoon, Sask.	1000	III
910	610	CJAT	Trail, B. C.	1000	III
960	610	CHNC	New Carlisle, Que.	1000	III
1010	620	CKCK	Regina, Sask.	1000	III
730	1260	CJCA	Belmont View, Alta.	1000	III
730	1230	CKPR	Port Arthur, Ont.	100	IV
690	1230	CJ CJ	Calgary, Alta.	100	IV
730	1400	CFPL	London, Ont.	100	IV
1010	1240	CKIC	Wolfville, N. S.	100	IV
1010	1450	CKWX } CKCD }	Vancouver, B. C.	(50w) 100	IV
1010	1310	CHML	Saltfleet Twp. Ont. (Hamilton).	100	IV
960	1340	CFRN	Edmonton, Alta.	100	IV
1010	1340	CKCO	Boom Island, Que.	100	IV
1510	1490	CKCR	Waterloo, Ont.	100	IV
1510	1490	CFRC	Kingston, Ont.	100	IV

In the case of Station CHML which remains on a regional channel, the Government of the United States agrees to protect this station from interference to the same extent as it is protected from other Canadian stations but in no event to a greater extent than that provided for Class IV stations on local channels.

These assignments are hereby reserved pending ratification of and placing in operation of the proposed North American Regional Broadcasting Agreement. Pending such events, the Governments of Canada and the United States agree that in making any changes in existing station assignments as of the date of this exchange of notes, or authorizing new assignments after that date, the assignments set out above will be afforded protection in accordance with the allocation standards as provided in the proposed Agreement.

In addition to these sixteen stations, there are thirteen stations now operating in Canada with power of 100 watts on channels that are now classified as regional channels and which under the terms of the proposed Agreement will be regional channels for assignment of Class III stations with a minimum power of 500 watts. Part II C 5 (b) of the proposed Agreement provides the Class IV stations may operate on regional channels, but, when so operated, they are subject to such interference as may be received from Class III stations which are not required to protect the Class IV stations on the same regional channel. The Parties to this exchange of notes recognize that, if possible, these stations should be reassigned to local channels in order that they may be afforded protection from interference from other stations in accordance with the allocation standards for Class IV stations. The assignments for these stations are provided accordingly as follows:

<i>Frequency (kc)</i>		<i>Station</i>	<i>Location</i>	<i>Power</i>	<i>Class</i>
<i>Present</i>	<i>Proposed</i>				
630	630	CFCO	Chatham, Ont.	100 w	IV
930	1230	CFCH	North Bay, Ont.	100	IV
580	1240	CFPR	Prince Rupert, B. C.	100	IV
950	1240	CJOC	Lethbridge, Alta.	100	IV
1120	1240	CRCS	Chicoutimi, Que.	100	IV
930	1450	CFLC	Prescott, Ont.	100	IV
930	1380	CKPC	Brantford, Ont.	100	IV
580	1450	CKCL	Toronto, Ont.	100	IV
1390	1450	CJGX	Yorkton, Sask.	100	IV
1450	1480	CHGS	Summerside, P. E. I.	100	IV
1120	1490	CHLP	Montreal, Que.	100	IV
1410	1490	CKFC	Vancouver, B. C.	100	IV
1410	1490	CKMO	Vancouver, B. C.	100	IV

Three of these stations (CFCO, CKPC, and CHGS) remain on regional channels and in accordance with the provisions above mentioned are not afforded protection from interference from the Class III stations on the channel. However, the Government of the United States agrees to protect these stations from interference to the same extent that they are protected from other Canadian stations but in no event to a greater extent than that provided for Class IV stations on local channels.

b. Recognizing the desirability of preserving the principle of their existing understanding as to the use of the frequency of 540 kilocycles for broadcasting by Canada and recognizing the desirability of affording, as far as reasonably can be done, protection to important aeronautical and maritime mobile services of the United States using frequencies in the non-public service band of 515 to 550 kilocycles from broadcast interference, the undersigned have agreed as follows:

1. The frequency of 540 kilocycles may be used by Canada for broadcasting purposes at a Canadian station which shall be located in the Province of Saskatchewan and operated so as not to produce a ground wave signal intensity in excess of 500 microvolts per meter on the Canadian-United States border west of longitude 105° W.

2. The United States of America may require that a directional antenna be installed at the station and that, if and when advice to that effect is given, Canada will install such directional antenna within one year from the date of receipt by Canada of such advice. The direction of maximum suppression of the antenna should be as near as possible in the direction of San Francisco, subject to allowing for a ground wave signal of 500 microvolts per meter intensity at any point along the boundary between Saskatchewan and the United States.

3. When, as and if a substitute broadcasting channel acceptable to the Canadian Government is made available for this station Canada agrees to discontinue the use of 540 kilocycles for broadcasting purposes.

4. This Agreement shall become effective from the date on which the North American Regional Agreement, signed at Habana on the 13th day of December, 1937, becomes effective. It shall remain in effect until the expira-

tion, on the part of the United States and Canada, of the said North American Regional Agreement.

5. The undersigned will recommend to their respective governments that consideration be given to the cancellation, on the date on which this Agreement becomes effective, of all prior agreements insofar as they have reference to the use of 540 kilocycles by Canada for broadcasting.

c. The Government of the United States of America agrees that if it should assign a Class I-A station to the channel 700 kilocycles with power greater than 50 kilowatts, it will take, or cause to be taken, such measures as are necessary to prevent the field intensity delivered by such station at night from exceeding a value five times as great as that which would be delivered by an efficient 50 kilowatt transmitter located at or near Montreal, Canada, on 690 kilocycles at a point near Rochester, New York. For this purpose the field intensities of the United States station shall be based on the 10% skywave and the Canadian station on the 50% skywave, during the second hour after sunset. If the field intensity delivered by the Canadian station should exceed that which would be delivered by an efficient 50 kilowatt transmitter then the actual field strength shall be taken as the basis for said ratio. In no event, however, shall the Class I-A station in the United States be required to deliver a field strength at said point less than that which would be delivered by an efficient 50 kilowatt transmitter located at or near Cincinnati, Ohio.

I accordingly have the honor to inquire whether the three Agreements outlined in this communication have the approval of your Government and whether, in the event of that approval, it is agreeable to the publication immediately of this note and such favorable reply as you may find it possible to make, it being understood that none of these Agreements shall become effective until the effective date of the North American Regional Broadcasting Agreement.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

Sir HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

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*The Canadian Minister to the Acting Secretary of State*

CANADIAN LEGATION

*Washington, December 10, 1938*

No. 291

SIR,

With reference to your note No. 576.K1/658 of the 28th October, 1938, concerning three arrangements resulting from the deliberations of the Inter-

American Radio Conference, which was held at Habana, Cuba, from November 1 to December 13, 1937, I have the honour to state that the three proposed Agreements quoted in your note have the approval of the Government of Canada, it being understood that none of the three Agreements shall become effective until the effective date of the North American Broadcasting Agreement.

The Canadian Government are agreeable to the publication immediately of your note and of this reply.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

W. A. RIDDELL  
*For the Minister*

The Hon. SUMNER WELLES,  
*Acting Secretary of State of the United States,*  
*Washington, D. C.*

## RADIO COMMUNICATIONS BETWEEN ALASKA AND BRITISH COLUMBIA

*Exchanges of notes at Washington June 9, July 11 and 18, August 22,  
September 27, October 4, November 16, and December 20, 1938*

*Entered into force August 1, 1938*

*Terminated August 28, 1967<sup>1</sup>*

53 Stat. 2092; Executive Agreement Series 142

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*June 9, 1938.*

SIR:

I have the honor to inform you of the desire of the Polaris-Taku Mining Company, Limited, to establish radio communication between its privately owned radio station in the Province of British Columbia, Canada, and the station of the Alaska Communication System at Juneau, Alaska, for the exchange of traffic pertaining to weather and flying conditions and emergency medical assistance. In view of the nature of the messages sought to be exchanged the War Department of the United States approves the establishment of the proposed circuit.

I accordingly inquire whether the Government of Canada is prepared to authorize the suggested radio connection, omitting ordinary commercial traffic, between stations of the Alaska Communication System and radio stations located in Canada. If such approval is given by your Government it is suggested that provision be made for the modification of the details of arrangements with respect to the class of traffic handled, subject to the approval of the Secretary of War of the United States and a designated official of the Government of Canada.

It is also proposed that the arrangement provide for the operation and administration of the affected radio channels subject to the following conditions which are understood to be in accordance with the procedure and practice applicable to similar channels now in operation:

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<sup>1</sup> Pursuant to notice of termination given by the United States Feb. 28, 1967.

a. Radio traffic will be exchanged in accordance with the regular operating procedure of the Alaska Communication System and of the radio stations in the Dominion of Canada, provided that in cases where the operating procedure applicable to one station is in conflict with the operating procedure of the station with which radio traffic is exchanged, the differences will be administratively adjusted by cooperation between the chief operators of the stations involved.

b. The establishment of operating schedules between any two stations authorized to exchange radio traffic will be such as may be agreed upon between the Officer in Charge, Alaska Communication System, Seattle, Washington, and the administrative official in charge of the operation of the radio station with which such radio schedules are established.

c. The charges made by the Alaska Communication System on local traffic between the local radio station of the Alaska Communication System and any radio station in the Dominion of Canada with which arrangements are made for the exchange of traffic will be in accordance with duly established tariffs applicable to such service.

d. The division of tolls between the participating radio stations will be made on the basis of the tolls accruing to each in accordance with applicable tariffs, and settlement of accounts will be made by the Auditor for the Alaska Communication System, Seattle, Washington, at such intervals as may be agreed upon and in the same manner as settlement is made under similar conditions for commercial radio traffic between stations of the Alaska Communication System and other radio stations.

e. Arrangements for the exchange of radio traffic between stations of the Alaska Communication System and radio stations located in the Dominion of Canada shall not be extended to provide for the forwarding of drafts or money orders.

It should be observed that it is not intended that this proposed arrangement shall in any way contravene the provisions of the United States–Canadian regional arrangement governing the use of radio for aeronautical services, which was negotiated at a conference in Washington in January 1938<sup>2</sup> and which is now before your Government for study.

It is suggested that the contemplated service be authorized to commence at any time after the conclusion of this understanding by exchange of notes and that either party may withdraw from the arrangement by giving six months' notice in writing to the other party, at which time the arrangement shall be deemed to have terminated. In this connection, however, it should be borne in mind that the terms of this arrangement shall be within the scope of the

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<sup>2</sup> EAS 143, *post*, p. 143.

existing international telecommunication convention and the annexed regulations to which both parties hereto may have adhered.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

Sir HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

July 11th, 1938

No. 160

SIR:

I have the honour to refer to your note of June 9th, 1938, concerning the desire of the Polaris-Taku Mining Company Limited to establish radio communication between its privately-owned radio station in the Province of British Columbia and the station of the Alaska Communications System at Juneau, Alaska, for the exchange of traffic pertaining to weather and flying conditions and emergency medical assistance.

It appears that the Polaris-Taku Mining Company Limited is at present licensed to operate a radio station at its mine seven miles northwest of Tulsequah, British Columbia, call sign CY31, for radio-telephone communication on the frequencies 2060 and 5720 kilocycles with the Department of Public Works, Telegraph Service, radio stations at Telegraph Creek, British Columbia, and Hazelton, British Columbia, only.

On the condition that the proposed radio communication between Tulsequah, British Columbia, and Juneau, Alaska, will be strictly limited to the exchange of traffic pertaining to weather and flying conditions and emergency medical assistance only, and in view of the fact that the proposed circuit has been approved by the War Department of the United States, the Canadian Government through the Department of Transport will be prepared to authorize the Polaris-Taku Mining Co. Ltd. radio station to communicate with the Juneau, Alaska, station subject to the conditions (a) (b) (c) (d) (e) outlined in your note of June 9th and subject also to the further conditions set forth in the last two paragraphs of the same communication.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

HERBERT M. MARLER

The Hon. CORDELL HULL

*Secretary of State of the United States  
Washington, D.C.*



*The Secretary of State to the Canadian Minister*DEPARTMENT OF STATE  
WASHINGTON

July 18, 1938.

SIR:

I have the honor to acknowledge the receipt of your note no. 160 of July 11, 1938 concerning the desire of the Polaris-Taku Mining Company, Limited, to establish radio communication between its privately owned radio station in the Province of British Columbia, Canada, and the station of the Alaska Communication System at Juneau, Alaska, for the exchange of traffic pertaining to weather and flying conditions and emergency medical assistance. I am happy to note that your Government will be prepared to authorize the Polaris-Taku Mining Company, Limited, radio station to communicate with the Juneau, Alaska, station subject to conditions *a, b, c, d,* and *e* outlined in my note of June 9 and subject also to the further conditions set forth in the last two paragraphs of the same communication.

In transmitting a copy of your note under acknowledgment to the War Department, the Department stated that it was suggesting to your Government that the agreement in question come into force on August 1, 1938. I shall appreciate it, therefore, if you will be good enough to inform me whether the date of August 1, 1938 is agreeable to your Government.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:  
R. WALTON MOORE

The Honorable

Sir HERBERT MARLER, P. C., K. C. M. G.,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*CANADIAN LEGATION  
WASHINGTON

August 22, 1938

No. 195

SIR:

I have the honour to refer to your note of July 18, 1938, and previous correspondence concerning the proposed agreement under which the Polaris-Taku Mining Company, Limited, would establish radio communication between its privately-owned station in the Province of British Columbia and the station of the Alaska Communications System at Juneau, Alaska, for the exchange of traffic pertaining to weather and flying conditions and emergency medical assistance. You enquired whether the date of August 1, 1938, would

be agreeable to the Canadian Government as the date on which the agreement in question should come into force.

I am instructed to inform you that the agreement is satisfactory to the competent authorities of Canada and it is understood that it is in force as of August 1, 1938, according to the terms set out in previous correspondence.

I have the honor to be with the highest consideration, Sir,

Your most obedient humble servant,

HERBERT M. MARLER

The Honourable CORDELL HULL  
*Secretary of State of the United States*  
*Washington, D.C.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*September 27th, 1938.*

No. 232

SIR :

I have the honour to refer to my despatch No. 195 of August 22nd and to previous correspondence concerning the agreement under which the Polaris-Taku Mining Company Limited established radio communications between its privately owned station in the Province of British Columbia and the station of the Alaska Communications System at Juneau, Alaska, for the exchange of traffic pertaining to weather and flying conditions and emergency and medical assistance.

I am now instructed to call to your attention that the Department of Transport state that while the Polaris-Taku Mining Company have clearly specified the classes of message they desire to exchange between their station at Tulsequah, British Columbia, and the Juneau station of the Alaska Communications System, representations received by the Department from the legal agents of the Company state that messages following the normal routing of commercial traffic between these stations are subject to serious delay and they now request authority to handle any class of local message between Tulsequah and Juneau direct.

In view of this request the Department of Transport approached the Government Telegraph Service of the Department of Public Works with a view to eliminating the difficulties experienced in the service between Tulsequah and Juneau, and the following proposals have now been submitted in this connection by the Government Telegraph Service. These proposals—it is understood—have been approved by the legal agents of the Polaris-Taku Mining Company at Vancouver.

(1) All commercial traffic between Juneau and Tulsequah should be routed in future via Atlin instead of via Telegraph Creek, Wrangell, Seattle and Juneau, which is the present route for such traffic. The Canadian Government station at Atlin is much more powerful than the Telegraph Creek station and it is considered to be better located to work with Juneau and Tulsequah than is Telegraph Creek. It is proposed that this Tulsequah-Atlin-Juneau schedule should be worked every two hours during the day.

It is understood that it would be necessary to obtain permission from the Chief Signal Officer, United States Army, to establish this proposed communication between the station of the Alaska Communications System at Juneau and the station of the Government Telegraph Service at Atlin in order to handle Tulsequah business with Juneau.

(2) The Government Telegraph Service state that they are prepared in connection with the Sunday and holiday service to accede to the wishes of the Polaris-Taku Mining Company that the Tulsequah station should communicate direct with Juneau as is the present practice in the handling of weather reports and emergency medical assistance.

The Department of Transport state that they have no objection to the extension of this service between Tulsequah and Juneau on the basis of the proposals of the Government Telegraph Service as outlined above.

I should be glad to be informed whether this proposed arrangement would meet with the approval of the interested authorities of the United States Government.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

W. A. RIDDELL  
*For the Minister.*

The Hon. CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
WASHINGTON  
October 4, 1938.

SIR:

I have the honor to acknowledge the receipt of a note from your Legation, No. 232 of September 27, 1938 in regard to the amplification of the former agreement concerning the transmission of meteorological and other emergency radio messages between the station of the Polaris-Taku Mining Company, Limited, and the station of the Alaska Communications System at Juneau.

It is understood that the proposed amplification comprehends the following:

1. That all commercial traffic between Juneau and Tulsequah, the station of the Polaris-Taku Mining Company, shall be routed in the future via Atlin instead of via Telegraph Creek, Wrangell, Seattle, and Juneau, the present route for such traffic.

2. In connection with Sunday and holiday service, direct communication between the Tulsequah station and Juneau following the present practice in the handling of weather reports and messages regarding emergency medical assistance.

The suggestion in the note under acknowledgment is being brought to the attention of the appropriate authorities of this Government for their consideration and such comments as they may find it desirable to submit. I shall communicate with you further as soon as a statement of their views has been received.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:  
G. S. MESSERSMITH

The Honorable

Sir HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

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*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
WASHINGTON  
*November 16, 1938.*

SIR:

I have the honor to refer to your Legation's note No. 232 of September 27, 1938, and my reply of October 4, 1938, outlining an amplification of the arrangement for the transmission of meteorological and other emergency radio messages between the station of the Polaris-Taku Mining Company, Limited, and the station of the Alaska Communication System at Juneau.

Upon the recommendation of the appropriate authorities of this Government I have the honor to inform you of its acceptance of the suggestions contained in your note of September 27, 1938.

It has been further suggested that the arrangement provide for the direct handling of commercial traffic between Tulsequah and Juneau at all times when the radio station at Atlin is closed or otherwise inoperative so as to permit the handling of urgent commercial traffic when the Atlin station is closed at the end of the business day as well as on Sundays and holidays.

It has also been recommended that this circuit be made available for the handling of other radio traffic between the Alaska Communication System and radio stations under the control of the Government Telegraph Service of the Canadian Department of Public Works in accordance with practices applicable to the exchange of traffic between stations of the Alaska Communication System at Fairbanks, Wrangell, and Ketchikan and stations of the Canadian Government at Dawson, Telegraph Creek, and Digby Island, respectively.

I shall be glad to be informed of the views of your Government with respect to these additional recommendations in order that, if it concurs in them, they may be made effective by this exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

G. S. MESSERSMITH

The Honorable

Sir HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

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*The Canadian Minister to the Acting Secretary of State*

CANADIAN LEGATION

WASHINGTON

*December 20th, 1938.*

No. 302

SIR:

I have the honour to refer to your note of November 16th outlining certain additional recommendations with regard to the proposed amplification of the arrangement for the transmission of meteorological and other emergency radio messages between the station of the Polaris-Taku Mining Company Limited and the station of the Alaska Communications System at Juneau.

I have now the honour to inform you that the Canadian Government, after consultation with the appropriate authorities have decided upon the acceptance of the recommendations outlined in your note of November 16.

The Polaris-Taku Mining Company Limited have now therefore been informed that the Department of Transport have no objection to the suggested arrangement to provide for the direct handling of commercial traffic between Tulsequah and Juneau at all times when the radio station at Atlin is closed or otherwise inoperative so as to permit the handling of urgent commercial traffic when the Atlin station is closed at the end of the business day as well as on Sundays and holidays.

With regard to the further suggestion of your government that the Atlin-Juneau channel should be used as a transfer medium for traffic between the Alaska Communications System and the stations in Northern British Colum-

bia and the Yukon Territory operated by the Department of Transport, it is agreed that the proposed direct transfer at Juneau would be more satisfactory than the present arrangement over the White Pass and Yukon land lines, and the Government Telegraph Service, Department of Public Works, have been requested to proceed to make suitable arrangements with officials of the Alaska Communications System for putting this recommendation into practice.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

W. A. RIDDELL

*For the Minister*

The Hon. SUMNER WELLES,

*Acting Secretary of State of the United States,*

*Washington, D. C.*

## USE OF RADIO FOR CIVIL AERONAUTICAL SERVICES

*Exchange of notes at Washington February 20, 1939, with text of arrangement*<sup>1</sup>

*Entered into force February 20, 1939*

53 Stat. 2157; Executive Agreement Series 143

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*February 20, 1939*

SIR:

I have the honor to refer to negotiations which have taken place between the Government of the United States of America and the Government of Canada for the conclusion of a United States-Canadian Regional Arrangement Governing the Use of Radio for Civil Aeronautical Services.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that the Arrangement shall be as follows:

### UNITED STATES-CANADIAN REGIONAL ARRANGEMENT GOVERNING THE USE OF RADIO FOR CIVIL AERONAUTICAL SERVICES

Article I. *Scope*: The present arrangement between the United States and Canada concerns primarily the radio communication service of civil aeronautics and civil air navigation services. Except for Article XIII, the subject matter of this arrangement is confined to the frequencies 200-400 kc. and above 30,000 kc. Services other than civil aeronautical which may incidentally be involved from the standpoint of interference to and by the civil aeronautical radio services are treated in Article XVII. Nothing in this arrangement shall be construed as lessening in any manner or to any degree the rights enjoyed by the national defense services of either country.

Article II. *Application*: Nothing in the present arrangement shall contravene the pertinent portions of the International Telecommunication Convention, Madrid, 1932;<sup>2</sup> the radio regulations annexed thereto to which the parties to this arrangement have subscribed; the Inter-American Radio

<sup>1</sup> For appendixes to arrangement, see 53 Stat. 2161 or p. 5 of EAS 143.

<sup>2</sup> TS 867, *ante*, vol. 3, p. 65.



Communications Convention, Habana, 1937,<sup>3</sup> and the Inter-American Arrangement on Radio Communications, Habana, 1937,<sup>4</sup> or such documents as may supplant them as a result of subsequent conferences.

Article III. *Standardization*: In order that international flying may be facilitated, the standardization and use of aeronautical radio facilities are provided for in this arrangement. Appendix I<sup>5</sup> lists the standard classes of aeronautical radio aids approved for service operation.

Article IV. *Geographical Spacing of Aeronautical Stations*: In accordance with the general principles governing the economical use of the available channels, assignments shall be duplicated with a minimum practicable geographical separation between stations as determined by permissible ratio of interfering signal to desired signal, characteristics of the frequencies in use, and the areas of operation of the stations concerned.

Article V. *Sharing of Channels*: The principle of the sharing of frequencies which are made available for aeronautical services by international convention is fully recognized, particularly, however, with respect to those allocated to such services by the Inter-American Arrangement Concerning Radio Communications, Habana, 1937. Recognition is given, however, to the priority of existing services as set forth in Article XVII and Appendix IV. In general, assignments to a new station shall be treated as an individual problem to be solved by engineering methods.

Article VI. *Field Intensity*: In order that radio interference beyond the service area may be reduced to a minimum, radiated power should ordinarily be adjusted to a value consistent with a normal required field intensity within the prescribed area in which it is desired to render service.

#### BAND 200-400 KC.

Article VII. *Geographical Spacing*: In the case of radio range stations in the band 200-400 kc., the geographical spacing of the stations shall be not less than that prescribed in the curve shown in Appendix II. For powers other than four hundred watts, the distances shown in Appendix II shall be modified accordingly.

Article VIII. *Standardization of Quadrant Signals*: For uniformity and for purpose of course orientation, the characteristic "N" shall be utilized in the quadrant through which the true north line passes, except when the northerly course is true north, in which case the characteristic signal "N" should be in the northwest and southeast quadrants. The "A" signal should always fall in the quadrants adjacent to those occupied by the "N" signal.

Article IX. *Identification Signals*: The identification signal employed to identify individual radio range stations shall consist of two letters and shall be

<sup>3</sup> TS 938, *ante*, vol. 3, p. 462.

<sup>4</sup> 54 Stat. 2514; EAS 200.

<sup>5</sup> See footnote 1, p. 143.

assigned without duplication. Where practicable, the signal used to establish the identity of radio facilities at any particular point should correspond to the designator for weather reports from the same station.

Article X. *Spacing and Assignment of Channels*: The channel spacing for radio range transmitters in the band 200–400 kc. shall be 3 kc. and the radio range channels shall be as set out in Appendix IV.

The frequency assignments to the radio range stations in the United States and Canada shall be set out as in Appendix V.

#### BAND ABOVE 30,000 KC.

Article XI. *Development in Communication*: It is recognized that many services of aeronautics may be accommodated in the band above 30,000 kc. It is further recognized that the use of such frequencies for aviation purposes is still on an experimental basis.

The Parties accordingly agree to cooperate in the development of the use of this ultra high frequency band so that frequencies of the same order may be used for similar purposes throughout the United States and Canada and that the table shown in Appendix III shall be used as a guide when making assignments in this band for aeronautical use.

Article XII. *Ultra High Calling and Working Frequency*: If and when ultra high frequencies come into use for aeronautical purposes, 141,780 kc. shall be designated as a calling and working frequency from plane to ground.

#### GENERAL PROVISIONS

Article XIII. *Normal Calling and Working Frequencies*: It is agreed that the United States and Canada will use 3105 kc. as the international calling and working frequency for use by itinerant aircraft and for emergency use by transport aircraft. 6210 kc. will also be used for secondary purposes as a calling and working frequency, available to itinerant and other aircraft by arrangement, when the circumstances are such as to make the use of 3105 kc. unsuitable.

Article XIV. *Specific Allocation of Airport Control Frequency*: The frequency 278 kc. will continue to be used as an airport control frequency with the expectation that after January 1, 1939 no new assignments to airport control stations on this frequency will be made unless there is installed for simultaneous use facilities for operation on frequencies between 129 and 132 megacycles. It is further proposed that the use of 278 kc. for airport control purposes may be discontinued after January 1, 1940 and replaced by frequencies between 129 and 132 mcgacycles.

Article XV. *Exchange of Information*: Information pertaining to civil aeronautics including frequency assignments, power, location of stations, identification signals and course orientation shall be exchanged directly between the administrative agencies of the two Parties.

Article XVI. *Infringements*: The Parties undertake to inform each other concerning any infringement of the provisions of this arrangement in order to facilitate corrective action.

Article XVII. *Services Other Than Civil Aeronautical*:

a. *National Defense*: This arrangement recognizes the paramount requirements of national defense as established by Article 39 of the International Telecommunication Convention, Madrid, 1932, and by such national legislation in harmony therewith as has been or may in future be enacted.

b. *Marine Radiobeacons* are recognized as operating in the United States and Canada in the band 285–315 kc. as provided in the Madrid Telecommunication Convention and the General Radio Regulations annexed thereto. The use for aeronautical purposes of these frequencies or immediately adjacent frequencies shall be restricted to locations and powers which will not cause interference with marine radiobeacons along the seacoasts and on the Great Lakes.

c. *Marine Direction-Finding Service* is recognized as operating in the United States and Canada in the band 365–385 kc. as provided in the Madrid Telecommunication Convention and the General Radio Regulations annexed thereto. The use for aeronautical purposes of these frequencies or immediately adjacent frequencies shall be restricted to locations and powers which will not cause interference with marine radio direction-finding services.

d. *Marine Communication Services* are recognized as operating in the United States and Canada on certain frequencies between 385 and 400 kc. as provided in the Madrid Telecommunication Convention and the General Radio Regulations annexed thereto. The use for aeronautical purposes of these frequencies or immediately adjacent frequencies shall be restricted to locations and powers which will not cause interference with marine communication services.

CONCLUSION

Article XVIII. *Abrogation*: It is mutually agreed that all existing informal undertakings between the Parties or the administrative agencies thereof with respect to radio allocations to aeronautical services provided for herein, are hereby superseded and become inoperative upon the effective date of this arrangement regardless of any contrary provisions for denunciation which may appear in such existing agreements.

Article XIX. *Effective Date*: The effective date of this arrangement shall be established at the time of the exchange of notes effectuating it.

Article XX. *Amendment*: The appendices to the present arrangement, but not the arrangement itself, may be amended by mutual agreement of the authorized agencies of the Parties hereto.

Article XXI. *Denunciation*: The present arrangement shall be subject to

termination by either Government upon sixty days' notice given in writing to the other Government.

The appendices to the proposed Arrangement, which, under the terms of Article XX thereof, may be amended by mutual agreement of the authorized agencies of the Parties thereto, are transmitted as enclosures to this Note.

I shall be glad to have you inform me whether it is the understanding of your Government that the terms of the Arrangement agreed to in the negotiations are as above set forth. If so, it is suggested that the Arrangement become effective as of the date of this Exchange of Notes. If your Government concurs in this suggestion, the Government of the United States will regard it as becoming effective on that date.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

G. S. MESSERSMITH

The Honorable

Sir HERBERT MARLER, P.C., K.C.M.G.,  
*Minister of Canada.*

[For appendixes to arrangement, see 53 Stat. 2161 or p. 5 of EAS 143.]

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*February 20, 1939*

No. 38

SIR:

I have the honour to acknowledge the receipt of your note of February 20th 1939 in which you communicated to me the terms of a Canadian—United States Regional Arrangement Governing the Use of Radio for Civil Aeronautical Services, as understood by you to have been agreed to in the negotiations, now terminated, between the Government of Canada and the Government of the United States of America.

2. The terms of this Arrangement which you have communicated to me are as follows:

[For terms of arrangement, see U.S. note, above.]

3. I also acknowledge the receipt of the enclosures to your note under reference consisting of the appendices to the proposed Arrangement which under the terms of Article XX thereof may be amended by mutual agreement of the authorized agencies of the Parties thereto.

4. I am instructed to state that the terms of the Arrangement as communicated to me are agreed to by my Government. I am further instructed

to inform you that my Government concurs in your suggestion that the Arrangement become effective as of the date of this Exchange of Notes and will accordingly regard it as becoming effective on that date.

I have the honour to be with the highest consideration Sir

Your most obedient humble servant

HERBERT M. MARLER

The Honourable CORDELL HULL

*Secretary of State of the United States*  
*Washington, D. C.*

## NAVAL FORCES ON GREAT LAKES: INTERPRETATION OF RUSH-BAGOT AGREEMENT

*Exchange of notes at Ottawa June 9 and 10, 1939  
Entered into force June 10, 1939*

61 Stat. 4069; Treaties and Other  
International Acts Series 1836

*The American Minister to the Under-Secretary of State for External Affairs*

AMERICAN LEGATION  
OTTAWA, CANADA  
*June 9, 1939*

MY DEAR DR. SKELTON:

In a confidential letter addressed to the Secretary of State on January 31, 1939, Admiral Leahy, the Acting Secretary of the Navy, raised certain questions regarding the Rush-Bagot Agreement of 1817.<sup>1</sup> Among other things, Admiral Leahy requested the views of Mr. Hull concerning the mounting of two 4-inch guns on each of the American naval vessels on the Great Lakes, to be used in firing target practice in connection with the training of naval reserves. He inquired, if this was considered improper, concerning the possibility of modifying the Rush-Bagot Agreement to permit this practice. The question was subsequently the subject of informal conversations between officers of our State and Navy Departments.

After careful consideration of the problem, Mr. Hull is inclined to the opinion that a modification of the Rush-Bagot Agreement would be undesirable at this time. It is clear from a study of the documents relating to the negotiation of the Agreement and its early history that the objective of the negotiators was to provide a solution of an immediate and urgent problem arising out of the war of 1812 and the terms of the Agreement themselves support the view that its indefinite continuation in force was not anticipated. Consequently, from a naval standpoint, its provisions have long been out of date, but in spite of numerous vicissitudes the Agreement itself has survived unchanged for more than one hundred and twenty years and, with the passage of time, has assumed a symbolic importance in the eyes of our own and Canadian citizens. It is true that shortly after the World War modifi-

<sup>1</sup> TS 110½, *post*, UNITED KINGDOM

cation of the Agreement was studied in this country and in Canada, with a view to making its provisions conform more closely to modern conditions, and a stage was even reached where the Governments exchanged drafts of suggested changes. The proposed changes were never actually agreed upon, however, and Mr. Hull is inclined to think that the two Governments were wise to allow the matter to fall into abeyance, since it is highly debatable whether the realization of their limited objectives would have compensated for the disappearance of the 1817 Agreement as a symbol of the friendly relations between the two countries for over a century.

It was perhaps inevitable than an agreement, the technical provisions of which became obsolete more than half a century ago, should from time to time have been subjected to what may have been considered technical violations by both parties, and of such instances there is a clear record. We believe it can be successfully maintained, however, that without a degree of tolerance the Agreement could scarcely have survived to the present day in its original form. But it is a fact of equal significance that even when the two Governments felt compelled to depart from a strict observance of its terms they were concerned that the spirit underlying it should be preserved.

I understand from information furnished by our Navy Department that the following five vessels of the United States Navy are now serving on the Great Lakes:

<i>Ship</i>	<i>Launched</i>	<i>Present Location</i>	<i>Displacement</i>	<i>Battery</i>
DUBUQUE	1905	Detroit	1085	None
HAWK	1891	Michigan City	375	None
PADUCAH	1905	Duluth	1085	None
WILMINGTON	1897	Toledo	1392	None
WILMETTE	1903	Chicago	2600	4-4"/50 2-3"/50A.A. 2-1 pdr.

In a number of respects the presence there of these vessels may not be considered entirely in keeping with a literal interpretation of the Rush-Bagot Agreement. On the other hand, it seems proper to take into account the fact that the vessels of our Navy now on the Great Lakes are there with the knowledge of the Canadian Government, written permission having been obtained for the passage of four of them through the Canadian canals en route to their stations. The case of the *Wilmette* is somewhat different, this vessel having been constructed on the lakes as a commercial vessel and subsequently taken over by our Navy during the World War.

In considering the number and size, disposition, functions and armaments of naval vessels in relation to the provisions of the Rush-Bagot Agreement, it is Mr. Hull's view, with which I feel sure you will agree, that the primary concern of both Governments is to maintain at all costs the spirit which underlies that Agreement and which is representative of the feelings of the Canadian and American people toward each other. With that clear objective in mind, Mr. Hull wishes me to make the following observations.



(1) Number and size of vessels. As indicated above, the United States Navy now has five vessels, all "unclassified", on the Great Lakes. In the discussion of this problem between officials of the State and Navy Departments, the fact was brought out that approximately one third of the national naval reserve personnel in the United States is concentrated in the region of which Chicago is the center. The need for adequate training of this personnel is clear and I am given to understand that even with our present five vessels on the Great Lakes our facilities are strained. A possible alternative would be to transport these reserves to the Atlantic Coast every summer for the customary two weeks' training period, but I am told that the cost of so transporting even a small fraction of these reserves would in all probability be prohibitive. In the circumstances and in view of the fact that these five vessels have been maintained on the Great Lakes since the war without objection on the part of the Canadian Government, Mr. Hull is inclined to think that the withdrawal of one of them would not be necessary.

Mr. Hull would be reluctant, however, to see American vessels on the Great Lakes increased beyond the present number, omitting from this calculation vessels which are "retained immobile" and used solely as floating barracks for naval reserves. The Canadian Government has in the past given permission for vessels of the latter category to be maintained on the Great Lakes and, it is hoped, would give sympathetic consideration to any similar requests which might be made in the future.

It is my understanding that the *Sacramento*, a vessel of 1,140 tons launched in 1914 and similar in size and type to vessels already on the Great Lakes, is now returning from China, her usefulness as an active naval vessel in regular commission having passed. I am informed that the Navy Department will probably wish this vessel to take the place of the *Hawk*, but that this will not involve an increase in the number of our naval vessels on the lakes. A formal request of your Government for permission for this vessel to proceed to the Great Lakes through Canadian waters will be made in due course.

With regard to the size of these vessels, it has been noted that all are of more than one hundred tons burden, the limit imposed by the Agreement. The change from wood to steel around the middle of the last century, along with other factors, contributed toward rendering this part of the Agreement obsolete. To our knowledge no objection has been taken by the Canadian Government to the presence on the Great Lakes of naval vessels of more than one hundred tons burden and there would be no inclination to question the maintenance by Canada of vessels similar to ours now operating there. It appears to have been the practice of our Navy Department for many years to station on the Great Lakes only "unclassified" vessels that have long since outlived their usefulness in terms of modern warfare and that have a draft of not more than fourteen feet. I understand that these vessels have and could have no use except to provide elementary training for naval reserves. Mr. Hull believes that it would be desirable to continue this policy, which goes beyond the ob-

jectives of the 1817 Agreement, but which is so clearly in keeping with the present temper of public opinion. He is so informing the Navy Department.

(2) Disposition of Vessels. At the time the Rush-Bagot Agreement was negotiated the Great Lakes were independent inland waters with no navigable connection between them and the ocean or, in most cases, between the lakes themselves. This geographical fact was no doubt largely responsible for the provision of the Agreement which allotted one vessel to Lake Champlain, one to Lake Ontario and two to the so-called "Upper Lakes". That situation, of course, no longer exists, and Mr. Hull would not regard it as unreasonable or contrary to the spirit of the Rush-Bagot Agreement to have the naval vessels of each party move freely in the Great Lakes basin or to "maintain" them at any port or ports in the lakes. Were the Canadian Government to act in accordance with such an interpretation, it is certain that no objection would be taken.

(3) Functions of the Vessels. In his letter of January 31, last, Admiral Leahy inquired whether the firing of target practice on the Great Lakes was consistent with the provisions of the Rush-Bagot Agreement. Since the Agreement is silent with respect to the functions of the naval vessels maintained by the two parties on the Great Lakes, other than to state that the naval force of each party is to be restricted to such services as will in no respect interfere with the proper duties of the armed vessels of the other party, it is clearly within the letter as well as the spirit of the Agreement for the naval vessels of both parties to be employed in the training of naval reserves or in any other normal activity, including the firing of target practice, within their respective territorial waters. Mr. Hull is so informing the Navy Department.

(4) Armaments. In Admiral Leahy's letter, the hope was expressed that the Rush-Bagot Agreement might be modified so as to permit each of our naval vessels to carry not over two 4-inch guns.

The Agreement itself provides that each of the naval vessels maintained by each Government may carry one 18-pound cannon. It is my understanding that the shell for a 3-inch gun weighs approximately fourteen pounds and the shell for a 4-inch gun approximately thirty pounds. It would therefore be within the scope of the Agreement for each of the naval vessels in question to carry one 3-inch gun. In the discussions between officers of the State and Navy Departments, however, it was brought out that since the 4-inch gun is now what is considered "standard equipment", whereas the 3-inch gun is not, the use of the former is much more desirable from the point of view of giving adequate training to our naval reserves.

After careful consideration of this problem, Mr. Hull is of the opinion that the following proposal would be in harmony with the spirit of the Rush-Bagot Agreement; namely, the placing of two 4-inch guns on each of three naval vessels on the Great Lakes, and the removal of all other armaments, subject to certain conditions. These are that the firing of target

practice be confined to the territorial waters of the United States, and that the 4-inch guns be dismantled except in the summer season during the period of the training of naval reserves.

There remains a question which is of definite interest to both Governments, namely, the construction of naval vessels in shipyards situated on the Great Lakes. The State Department has recently received renewed inquiries on this question.

The Rush-Bagot Agreement, after providing for the maintenance of four naval vessels of each party on the Great Lakes, stipulated that

“All other armed vessels on those lakes shall be forthwith dismantled and no other vessels of war shall be there built or armed.”

The provision just quoted should, Mr. Hull believes, be read in the light of the geographical factor to which reference has already been made. At a time when there was no navigable connection between the Great Lakes and the Atlantic Ocean, it was obvious that naval vessels constructed on the lakes could only be intended for use in those waters. Mr. Hull is satisfied that it was this contingency alone which the contracting parties wished to guard against, for no evidence whatever exists to suggest that either party at any time considered that the Agreement should affect the naval forces of the two countries outside the Great Lakes area.

In the circumstances, Mr. Hull believes that it would be entirely in harmony with the intent of the negotiators and the spirit of the Agreement for either country to permit naval vessels, unquestionably intended for tidewater service only, to be constructed in shipyards situated on the Great Lakes. In order carefully to preserve the intent of the Agreement, however, it is believed that prior to the commencement of construction each Government should provide the other with full information concerning any naval vessels to be constructed at Great Lakes ports; that such vessels should immediately be removed from the lakes upon their completion; and that no armaments whatever should be installed until the vessels reach the seaboard.<sup>2</sup>

I shall be happy to receive for Mr. Hull's informal and confidential information any observations which you may wish to make with regard to the questions touched on in this letter.

Sincerely yours,

DANIEL C. ROPER

Dr. O. D. SKELTON,  
*Under-Secretary of State*  
*for External Affairs,*  
*Ottawa.*

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<sup>2</sup> For a further interpretation, see agreement of Oct. 30 and Nov. 2, 1940 (TIAS 1836), *post*, p. 196.

*The Under-Secretary of State for External Affairs to the American Minister*

OFFICE OF THE UNDER-SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS  
CANADA

OTTAWA, 10th June, 1939

MY DEAR MR. ROPER,

I have consulted the Acting Prime Minister and Secretary of State for External Affairs and the Department of National Defence concerning your informal letter of June 9th, 1939, which conveys the observations of the Secretary of State of the United States upon certain questions raised by the United States Navy Department regarding the Rush-Bagot Agreement of 1817.

The Canadian Government concur fully in the desirability of preserving this long-standing Agreement which has been of such inestimable value in furthering the ideals of good neighbourhood in this region of the world. It is also recognised that the great changes in technical, industrial, water transport and population conditions which have occurred in the meantime, while in no sense altering the desire of both peoples to maintain the underlying spirit and objective of the Agreement, have rendered its technical scheme and definitions somewhat out of date. It might be urged that the logical method of dealing with the changed situation would be the conclusion of some formal revision of the Agreement, but it is further recognised that the drafting of a new document which would cover present and future considerations of interest to both countries might present difficulties at the present time, and it is noted that Mr. Hull is inclined to the opinion that this would be undesirable.

If formal revision is, as we agree, impracticable, it is nevertheless recognised that there are certain measures which are mutually considered to be practically necessary or desirable and, at the same time, to be consistent with the underlying objective of the Agreement though not strictly consistent with its technical scheme or definitions. In the case of various instances of this character which have occurred in the past, the two Governments have consulted and made appropriate dispositions by means of correspondence. It is felt that such procedure, which appears to be essentially inherent in the underlying spirit and objective, should be pursued as regards any new practical measures concerning naval vessels on the Great Lakes which may be contemplated at the present moment or in the future.

In the light of these general considerations it will be convenient to give you the views of the Canadian Government regarding the particular measures which your Government now consider desirable and which have been described in your letter under separate headings.

(1) Number and size of vessels. I note that there is no proposal to increase the present number of United States naval vessels on the Great Lakes. As regards the proposed substitution of the HAWK, which is now on the Lakes,

by another vessel, the *SACRAMENTO*, it is noted also that a formal request of the Canadian Government for permission for the latter vessel to proceed into the Great Lakes through Canadian waters will be made in due course. The Canadian authorities will be agreeable to this substitution, and I assume that at the time particular information will be given as to the disposition of the *HAWK* as well as a description of the *SACRAMENTO* and the purpose of the substitution.

(2) Disposition of Vessels. It is recognised, for the reasons indicated in your letter, that it would be consistent with the underlying purpose of the Agreement to have the naval vessels of each party move freely in the Great Lakes or to maintain them at any of its ports in the Lakes.

(3) Functions of the Vessels. The Rush-Bagot Agreement, as your letter points out, is silent with respect to the functions of the naval vessels maintained by the two parties on the Great Lakes other than to state that the naval force of each party is to be restricted to such services as will in no respect interfere with the proper duties of the armed vessels of the other party. The Canadian Government accordingly recognise that it is within the letter as well as the spirit of the Agreement for such naval vessels of both parties to be employed in the training of naval reserves, or in any other normal activity, including the firing of target practice, within their respective territorial waters.

(4) Armaments. It appears that in view of present-day technical conditions, the United States naval authorities regard 3-inch guns as no longer adequate for the purpose of training naval reserves, whereas 4-inch guns, though not strictly within the technical definition of the Agreement, would be suitable for that purpose. Accordingly Mr. Hull suggests the following proposal as being in harmony with the spirit of the Agreement, namely, the placing of two 4-inch guns on each of three of the United States naval vessels on the Great Lakes and the removal of all other armaments, subject to certain conditions. These conditions are that the firing of target practice be confined to the territorial waters of the United States and that the 4-inch guns be dismantled except in the summer season during the period of the training of naval reserves. The Canadian naval authorities concur in the view of the United States naval authorities above indicated, and the Canadian Government agree that Mr. Hull's proposal is consistent with the underlying purpose and spirit of the Agreement. It is assumed that in due course the Canadian Government will be informed of the names of the vessels upon which the 4-inch guns have been placed. It is also assumed that, should any alteration as regards armament take place in any of the five vessels in the future, particulars will be furnished.

A further particular question is raised by your letter, namely, the construction of naval vessels in shipyards situated on the Great Lakes. Careful consideration has been given to Mr. Hull's observations regarding the changes

in actual conditions that have occurred in this regard during the past century, and to the suggestion he has made in order to preserve the intent of the Agreement. The suggestion is that prior to the commencement of construction, each Government should provide the other with full information concerning any naval vessels to be constructed at Great Lakes ports; that such vessels should immediately be removed from the Lakes upon their completion; and that no armaments whatever should be installed until the vessels reach the seaboard. The Canadian Government appreciate the force of Mr. Hull's observations, and they agree that his particular suggestion would be consistent with the underlying objective of the Agreement. They would understand that in the case of each vessel so constructed, when the time came for her removal to the seaboard, the Government concerned would make the usual request through diplomatic channels for permission to pass through the other party's waters.

As regards all these matters and particular measures, the Canadian Government assume it would be understood that the foregoing observations and understandings, so far as they have been expressed only with relation to United States naval vessels maintained on the Great Lakes or to naval vessels to be constructed in United States shipyards there, will apply equally to the case of any Canadian naval vessels that may be maintained on the Great Lakes or of naval vessels to be constructed in Canadian shipyards there.

Yours sincerely,

O. D. SKELTON

The Honourable DANIEL C. ROPER,  
*Minister of the United States of America,*  
*United States Legation,*  
*Ottawa.*



## VISITS IN UNIFORM BY MEMBERS OF DEFENSE FORCES

*Exchange of notes at Washington March 7, April 5, and June 22, 1939  
Entered into force July 1, 1939*

*Amended by agreement of May 17 and 29, 1940*<sup>1</sup>

*Superseded September 11, 1941, by agreement of August 28 and  
September 4, 1941*<sup>2</sup>

53 Stat. 2439; Executive Agreement Series 157

### *The Canadian Minister to the Secretary of State*

No. 58

His Majesty's Minister for Canada presents his compliments to the Secretary of State and has the honour to refer to the question of securing permission for individual members of the Canadian Defence Forces to visit the United States in uniform. This question was raised in the final paragraph of a note from Secretary of State dated December 10th 1927. The matter of dispensing with the formality of making application through the diplomatic channel in such cases has received the attention of the interested Canadian authorities.

In the view of the Department of National Defence it is not desirable to dispense with all formality in connection with visits of individual members of the defence forces in uniform from either country to the territory of the other; it is thought to be questionable whether it would be in the national interest to do so and breaches of etiquette or of the law by visitors in uniform are apt to assume a significant importance.

However in referring to the intimation made by the United States authorities that it is unnecessary to make a specific request for permission for individual members of the defence forces in uniform to visit the United States the Department of National Defence is prepared to issue instructions that individuals of the Canadian Militia Service are not to proceed to the United States in uniform, or to wear uniform when in the United States without first obtaining permission from the District Officer Commanding by whom a pass will be given to the individual stating the occasion and the period for which the necessary authority has been granted. In the case of the personnel of the

<sup>1</sup> EAS 233, *post*, p. 180.

<sup>2</sup> EAS 233, *post*, p. 231.



Royal Canadian Navy and the Royal Canadian Air Force the necessary authorization will be issued from National Defence headquarters.

In outlining the proposed procedure which the Canadian authorities are willing to apply in the future it would be appreciated if the Legation might be informed whether a similar procedure would be acceptable to the competent authorities of the United States Government. The procedure would be that specific requests for permission for individual members of United States Defence Forces to visit Canada need not be made through the diplomatic channel and that individuals of the United States Defence Forces visiting Canada in uniform should obtain the permission of their Corps or other appropriate commander and be prepared to show such "pass" to the Canadian immigration inspector at the port of entry.

It is stated that at the present time the Canadian Immigration authorities do not permit entry of uniformed members of the Forces of another country unless permission has been obtained therefor through the diplomatic channel. In the event however that the proposal outlined above is agreeable to the competent authorities of the United States Government consideration will be given by the Director of Immigration in Canada to the issuance of appropriate instructions to the immigration inspectors along the border.

No change is contemplated at present in the procedure for the admission of organized parties of members of the Defence Forces in uniform from either country to the territory of the other.

It is not desired that the new procedure should apply to visits by individual members of police forces in uniform. The Commissioner of the Royal Canadian Mounted Police to whom the question was referred in connection with visits to the United States of individual members of the force in uniform has stated that the Royal Canadian Mounted Police Rules and Regulations forbid a member of the force to enter the United States in uniform without permission apart from exceptional circumstances. In view of the delay which transmitting a request through the diplomatic channel or securing a pass would entail the Commissioner desires to rely upon the broad statement of the United States authorities referred to in the first paragraph of the present note that a request for permission is not necessary. It is understood however that the crossing of the boundary without specific authority will be reserved for exceptional circumstances and in accordance with the practice that has been followed heretofore in such matters.

Sir Herbert Marler would be grateful to be informed whether the proposed procedure meets with the approval of the competent authorities of the United States Government and in the event that it does to be informed of a date upon which it would be convenient to have the said procedure put into effect.

CANADIAN LEGATION  
Washington, D.C.

*March 7, 1939*

*The Secretary of State to the Canadian Minister*

The Secretary of State presents his compliments to the Honorable the Minister of Canada and has the honor to acknowledge the receipt of his note no. 58, dated March 7, 1939, concerning the matter of dispensing with the formality of making application through diplomatic channels for permission for visits of individual members of the Defense Forces, in uniform, from Canada or the United States to the territory of the other.

The Secretary of State is now in receipt of communications from the interested Federal authorities which state that the procedure suggested by the Canadian Department of National Defence is agreeable to this Government and that individual members of the Defense Forces, in uniform, desiring to visit from Canada or the United States to the territory of the other will obtain special permission from the individual's Commanding Officer for each specific visit, which permission will be evidenced by a written pass showing, in addition, the dates of commencement and termination of the visit, this pass to be shown to the border authorities for entrance into and exit from the territory of the other.

The proposed procedure can be put into effect, July 1, 1939, if such action is agreeable to the Canadian authorities.

DEPARTMENT OF STATE,  
*Washington, April 5, 1939*

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*The Canadian Minister to the Secretary of State*

No. 165

His Majesty's Minister for Canada presents his compliments to the Secretary of State and has the honour to refer to the Department of State's note of April 5, 1939, and previous correspondence concerning the matter of dispensing with the formality of making application through diplomatic channels for permission for visits of individual members of the Defence Forces in uniform from Canada or the United States to the territory of the other country. In the Department's note under reference it was stated that the procedure suggested by the Canadian Department of National Defence was agreeable to the United States Government whereby individual members of the Defence Forces in uniform desiring to visit from Canada or the United States to the territory of the other country would obtain special permission from the individual's Commanding Officer for each specific visit, this permission to be evidenced by a written pass showing in addition the dates of the commencement and termination of the visit. The pass would be shown to the authorities at the International Boundary. It was added that the

proposed procedure could be put into effect on July 1, 1939, if such action were agreeable to the Canadian authorities.

Sir Herbert Marler is instructed to state that it is agreeable to the Canadian Government that the proposed procedure be put into effect on July 1, 1939.

CANADIAN LEGATION  
*Washington, D. C.*

*June 22, 1939*

## AIR TRANSPORT SERVICES

*Exchange of notes at Ottawa August 18, 1939, with text of arrangement  
Entered into force August 18, 1939*

*Recommendations to give effect to article III accepted by agreement  
of November 29 and December 2, 1940<sup>1</sup>*

*Extended by agreement of March 4, 1943<sup>2</sup>*

*Superseded by agreement of February 17, 1945<sup>3</sup>*

54 Stat. 1805; Executive Agreement Series 159

*The Secretary of State for External Affairs to the American Minister*

OFFICE OF THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS  
CANADA

No. 166

OTTAWA, August 18, 1939

SIR:

I have the honour to refer to negotiations which have recently taken place between the Government of Canada and the Government of the United States of America for the conclusion of a reciprocal arrangement relating to air transport services.

It is my understanding that it has been agreed in the course of the negotiations, now terminated, that this arrangement shall be as follows:

ARRANGEMENT BETWEEN CANADA AND THE UNITED STATES OF AMERICA  
RELATING TO AIR TRANSPORT SERVICES

### ARTICLE I

Having in mind the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States and Canada, the Parties to this Arrangement agree that the establishment and development of air transport services between their respective territories by air carrier enterprises holding proper authorizations from their respective Governments, shall be governed by the following provisions.

<sup>1</sup> EAS 186, *post*, p. 202.

<sup>2</sup> 57 Stat. 923; EAS 314.

<sup>3</sup> EAS 457, *post*, p. 388.

## ARTICLE II

The present Arrangement shall apply to continental United States of America, including Alaska, and to Canada, including their territorial waters.

The privileges accorded by this Arrangement shall be available only to air carrier enterprises *bona fide* owned and controlled by nationals of the respective Parties.

## ARTICLE III

Each of the Parties agrees, subject to compliance with its laws and regulations, to grant to air carrier enterprises of the other Party permits for non-stop services through the air space over its territory between two points within the territory of the other Party; provided however that inland non-stop services between the United States and Alaska shall be the subject of a separate understanding.

Each Party further agrees, subject to compliance with its laws and regulations and on a basis of reciprocity, to grant operating rights to the air carrier enterprises of the other Party for the operation of international services between a place in the territory of one Party and a place in the territory of the other Party.

The details of the application of the principle of reciprocity contained herein shall be the subject of amicable adjustment between the competent aeronautical authorities of the Parties to this Arrangement.<sup>4</sup>

## ARTICLE IV

Any air carrier enterprise of either Party applying for permission to operate in territory of the other Party shall be required to transmit its application through diplomatic channels in accordance with Article III (c) of the Air Navigation Arrangement effected by an exchange of notes between the two Parties, signed on July 28, 1938.<sup>5</sup>

The air carrier enterprises of each Party will be required to qualify before the competent aeronautical authorities of the other Party under the latter's applicable laws and regulations before being permitted to engage in the operations contemplated by this Arrangement, and upon so qualifying will be issued permits or licenses by such authorities accordingly.

## ARTICLE V

The terms of the permits referred to in Article IV, the airports to be used by the respective services, the routes or airways to be flown within the respective territories of the Parties between the designated airports, and other appropriate details of the conduct of the air transport services contemplated by this Arrangement, shall be determined by the competent aeronautical authorities of the Parties. Any permit issued by the competent aeronautical

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<sup>4</sup> For recommendations to give effect to art. III, see EAS 186, *post*, p. 202.

<sup>5</sup> EAS 129, *ante*, p. 102.

authorities for the air transport services contemplated hereunder shall be valid only so long as the holder thereof shall be authorized by its own Government to engage in the service envisaged by such permit. The holding of such permit shall be subject to compliance by the holder with all applicable laws of the issuing Government and with all valid rules, regulations and orders issued thereunder. Such permit may not be revoked for any cause other than non-compliance with such laws, rules, regulations or orders or for such reasons as the public interest may require.

#### ARTICLE VI

Each of the Parties hereto agrees not to impose, and to use its best efforts to prevent the imposition of, any restrictions or limitations as to airports, airways or connections with other transportation services and facilities in general to be utilized within its territory which might be competitively or otherwise disadvantageous to the air carrier enterprises of the other Party.

#### ARTICLE VII

The aircraft operated by United States air carrier enterprises shall conform at all times with the airworthiness requirements prescribed by the competent aeronautical authorities of the United States for aircraft employed in air transportation of the character contemplated by this Arrangement.

The aircraft operated by Canadian air carrier enterprises shall conform at all times with the airworthiness requirements prescribed by the competent aeronautical authorities of Canada for aircraft employed in air transportation of the character contemplated by this Arrangement.

The competent aeronautical authorities of the Parties hereto may communicate with a view to bringing about uniformity of safety standards for the operations contemplated by this Arrangement and compliance therewith, and whenever the need therefor appears the Parties may enter into an agreement prescribing such uniform safety standards.

#### ARTICLE VIII

The matter of the transportation of mail shall be subject to agreement between the competent authorities of both Parties.

#### ARTICLE IX

The operations contemplated hereunder shall be conducted subject to the applicable terms of the Air Navigation Arrangement effected by an exchange of notes between the two Parties signed on July 28, 1938.

#### ARTICLE X

This Arrangement shall remain in force for a period of two years and thereafter until terminated on six months notice given by either Government to the other Government.

I shall be glad to have you inform me whether it is the understanding of your Government that the terms of the arrangement agreed to in the negotiations are as above set forth. If so, it is suggested that the arrangement become effective on this date. If your Government concurs in this suggestion the Government of Canada will regard it as becoming effective on this date.

Accept, Sir, the renewed assurances of my highest consideration.

W. L. MACKENZIE KING  
*Secretary of State for External Affairs*  
*Canada*

The Honourable

THE UNITED STATES MINISTER TO CANADA, *Ottawa.*

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*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
OTTAWA, CANADA  
*August 18, 1939*

No. 101

SIR:

I have the honor to acknowledge the receipt of your note of August 18, 1939, in which you communicated to me the terms of a reciprocal arrangement between the United States of America and Canada relating to air transport services, as understood by you to have been agreed to in negotiations, now terminated, between the Government of the United States of America and the Government of Canada.

The terms of this arrangement which you have communicated to me are as follows:

[For terms of arrangement, see U.S. note, above.]

I am instructed to state that the terms of the arrangement as communicated to me are agreed to by my Government.

I am further instructed to inform you that my Government concurs in your suggestion that the arrangement become effective on this date and will accordingly regard it as becoming effective on this date.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

DANIEL C. ROPER

The Right Honorable

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS, *Ottawa*



## RECIPROCAL TRADE

*Agreement signed at Washington, for the United States and the United Kingdom, December 30, 1939, supplementing and amending agreement of November 17, 1938*

*Proclaimed by the President of the United States December 30, 1939  
Entered into force provisionally January 1, 1940*

*Replaced December 20, 1940, by agreement of December 13, 1940<sup>1</sup>*

54 Stat. 2413; Executive Agreement Series 184

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 Canada;

Considering the reciprocal concessions and advantages for the promotion of trade provided for in the existing trade agreement between the United States of America and Canada;

Taking cognizance of the emergency which has arisen with respect to the marketing of silver or black fox furs and skins;

Desiring to promote the purposes of the existing trade agreement between the United States of America and Canada by providing measures to assist in the orderly marketing of these products;

Have resolved to conclude an agreement to supplement and amend the trade agreement entered into between the United States of America and Canada on November 17, 1938,<sup>2</sup> and have for this purpose, through their respective Plenipotentiaries, agreed on the following Articles:

### ARTICLE I

During the effectiveness of this Agreement, item 1519 (c) of Schedule II of the trade agreement entered into between the United States of America and Canada on November 17, 1938, shall be suspended, and in lieu thereof the following item shall be substituted:

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<sup>1</sup> EAS 216, *post*, p. 206.

<sup>2</sup> EAS 149, *ante*, p. 117.

United States  
Tariff Act  
of 1930  
Paragraph

	Description of Article	Rate of Duty
1519 (c)	Silver or black fox furs, dressed or undressed, not specially provided for	35% ad val.

## ARTICLE II

1. The total aggregate quantity of silver or black fox furs and skins, parts thereof, and articles made wholly or in chief value of any of the foregoing, whether or not manufactured in any manner or to any extent, and silver or black foxes which may be entered, or withdrawn from warehouse, for consumption in the United States of America in any twelve-month period commencing on December 1 in the year 1940 or any subsequent year, shall be 100,000 units. For the period from January 1, 1940 to November 30, 1940, inclusive, the total aggregate quantity of such furs and skins, parts, articles, and foxes which may be entered, or withdrawn from warehouse, for consumption shall be 100,000 units, less the number of silver or black fox furs and skins (not including parts) and silver or black foxes entered, or withdrawn from warehouse, for consumption during the month of December 1939, as determined and made public by the Secretary of the Treasury of the United States of America. For the purposes of this Article, a unit shall be a whole silver or black fox fur or skin or any separated part thereof or any article made wholly or in chief value of one of the foregoing, or a silver or black fox; and any article made wholly or in chief value of two or more of the aforesaid furs, skins, or parts thereof shall be considered as consisting of the total number of such units in such article.

2. In accordance with the principles set forth in Article III of the trade agreement entered into between the United States of America and Canada on November 17, 1938, a share of the total quantity of imports provided for in paragraph 1 of this Article shall be allocated to Canada equivalent to the proportion of the total imports for consumption into the United States of America of silver or black fox furs and skins which was supplied by Canada during the period from January 1, 1939 to November 30, 1939, inclusive, and shares to individual countries other than Canada may be allocated on the basis of the proportion of the total imports of such furs and skins supplied by such countries during the same period, account being taken in so far as practicable of any special factors which may have affected or may be affecting the trade in such articles. Accordingly, of the total number of units which may be entered, or withdrawn from warehouse, for consumption in the United States of America during any quota period, no more than 58,300 units shall be imported from Canada, nor more than 41,700 units from other foreign countries: *Provided*, That for the quota period from January 1, 1940 to November 30, 1940, inclusive, there shall be deducted from such specified quantities, respectively, the number of silver or black fox furs and

skins (not including parts) and silver or black foxes imported from Canada, and from other foreign countries, which were entered, or withdrawn from warehouse, for consumption during December 1939, as determined and made public by the Secretary of the Treasury of the United States of America; *Provided further*, That no more than 25 per centum of any quantity entitled to entry during any quota period may be entered, or withdrawn from warehouse, for consumption during any single month; and *Provided further*, That the President of the United States of America may by proclamation allocate to individual countries other than Canada shares of such total numbers of units on the basis set forth above.

It is agreed that, if after consultation with the Government of the United States of America the Government of Canada so requests, the President of the United States of America shall proclaim that on and after the date fixed in such proclamation no articles imported from Canada and subject to the quota herein provided for shall be permitted to be entered, or withdrawn from warehouse, for consumption unless such articles are accompanied by official certificates of the Government of Canada stating them to be of Canadian origin.

3. The following shall not be subject to or affect any quota limitations provided for in this Article:

(a) articles of wearing apparel imported by returning residents or other persons arriving in the United States of America for their personal use and not intended for sale;

(b) articles admitted to entry under paragraph 1615 of the Tariff Act of 1930, as amended.

4. The Government of the United States of America reserves the right to terminate paragraphs 1 and 2 of this Article and to substitute therefor an autonomous quota regime. Should the Government of the United States of America avail itself of this right, it agrees to allocate to Canada the same share of the total quantity permitted to be entered, or withdrawn from warehouse, for consumption as is provided in paragraph 2, and it likewise agrees that the total quantity permitted to be entered, or withdrawn from warehouse, for consumption in any twelve-month period shall not be less than the quantity provided for in paragraph 1 of this Article.

### ARTICLE III

1. The present Agreement shall be proclaimed by the President of the United States of America and shall be ratified by His Majesty the King of Great Britain, Ireland and the British dominions beyond the Seas, Emperor of India, in respect of Canada. It shall enter definitively into force on the

day following the exchange of the Proclamation and the instrument of ratification, which shall take place at Washington as soon as possible.

2. Pending the definitive coming into force of this Agreement, it shall enter provisionally into force on January 1, 1940.

3. So long as the present Agreement remains in force it shall constitute an integral part of the trade agreement entered into between the United States of America and Canada on November 17, 1938, and shall be subject to termination as a part of that Agreement.

4. Should it appear to either the Government of the United States of America or the Government of Canada that the emergency conditions with respect to the marketing of silver or black fox furs and skins which have given rise to the conclusion of this Agreement have ceased to exist or have become substantially modified, that Government may, after consultation with the other Government, terminate the present Agreement on 90 days' written notice. Moreover, the present Agreement may be terminated at any time by agreement between the Governments of the two countries.

5. Should the present Agreement be terminated in accordance with the provisions of paragraph 4 of this Article, the provisions of item 1519 (c) of Schedule II of the trade agreement entered into between the United States of America and Canada on November 17, 1938, which have been suspended by this Agreement, shall thereupon automatically reenter into force.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

Done in duplicate, at the city of Washington, this thirtieth day of December, 1939.

For the President of the United States of America :

CORDELL HULL [SEAL]

*Secretary of State*

*of the United States of America*

For His Majesty, in respect of Canada :

LORING C. CHRISTIE [SEAL]

*Envoy Extraordinary and Minister*

*Plenipotentiary to the United  
States of America*

## BOARD OF INQUIRY FOR GREAT LAKES FISHERIES

*Exchange of notes at Washington February 29, 1940*

*Entered into force February 29, 1940*

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

54 Stat. 2409; Executive Agreement Series 182

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*February 29, 1940*

SIR:

With reference to proposals which have been under consideration between representatives of our governments at Ottawa and Washington concerning the establishment of an International Board of Inquiry to consider and recommend measures for the conservation of the Great Lakes fisheries, I have the honor to confirm my understanding that an agreement for the establishment of such a Board has been reached in the following terms:

(1) The Board of Inquiry for the Great Lakes Fisheries shall be established, and shall consist of four members, two to be appointed by the Government of the United States of America and two to be appointed by the Canadian Government within three months from the date of this agreement.

(2) The Board shall make a study of the taking of fish in the Great Lakes, such study to be undertaken as soon as practicable. The Board shall make a report of its investigations to the two governments and shall make recommendations as to the methods for preserving and developing the fisheries of the Great Lakes.

I shall appreciate it if you will inform me whether the terms of the agreement as herein set forth are in accordance with the understanding of your

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<sup>1</sup> The International Board of Inquiry submitted its report and recommendations Aug. 6, 1942.

Government. If they are, it is suggested that the agreement be considered as becoming effective on this date.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable  
LORING C. CHRISTIE,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION  
WASHINGTON  
*February 29, 1940*

No. 74

SIR :

I have the honour to acknowledge the receipt of your Note of February 29th, 1940, and, with reference to proposals which have been under consideration between representatives of the Canadian and United States Governments concerning the establishment of an International Board of Inquiry to consider and recommend measures for the Conservation of the Great Lakes fisheries, I have the honour to confirm your understanding that an agreement for the establishment of such a Board has been reached.

The terms of this agreement which you have communicated to me are as follows:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

I am instructed to state that the terms of the agreement as communicated to me are in accordance with the understanding of the Canadian Government.

I am further instructed to inform you that the Canadian Government concurs in your suggestion that the agreement be considered as becoming effective on this date and will accordingly consider it as becoming effective on this date.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

LORING C. CHRISTIE

The Hon. CORDELL HULL  
*Secretary of State of the United States,  
Washington, D.C.*

## LOAD-LINE REGULATIONS FOR INTERNATIONAL VOYAGES ON GREAT LAKES

*Exchanges of notes at Ottawa April 29, August 24 and October 22,  
1938, September 2 and October 18, 1939, and January 10 and  
March 4, 1940*

*Entered into force March 4, 1940*

54 Stat. 2300; Executive Agreement Series 172

*The American Chargé d'Affaires ad interim to the Secretary of State  
for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, April 29, 1938*

No. 686

SIR:

I have the honor to inform you that the appropriate authorities of my Government have received copies of the *Canada Gazette* of August 28, 1937, containing an Order-in-Council, P. C. 1903, under date of August 6, 1937, making effective as of October 1, 1937, load line rules for ships making voyages on lakes or rivers.

The Coastwise Load Line Act, 1935, as amended, of the United States, provides in the U. S. C., title 46, sec. 88d:

"§ 88d. Foreign vessels; application of sub-chapter. Whenever the Secretary of Commerce shall certify that the laws and regulations in force in any foreign country relating to load lines are equally effective with the regulations established under sections 88 to 88i of this title, the Secretary of Commerce may direct, on proof that a vessel of that country has complied with such foreign laws and regulations, that such vessel and her master and owner shall be exempted from compliance with the provisions of sections 88 to 88i of this title, except as hereinafter provided: *Provided*, That this section shall not apply to the vessels of any foreign country which does not similarly recognize the load lines established under sections 88 to 88i of this title and the regulations made thereunder. (Aug. 27, 1935, c. 747, § 5, 49 Stat. 889.)."

The American authorities have concluded that, except for sub-division load lines applicable to passenger vessels, the aforementioned Canadian load line regulations are as effective as the regulations set forth in Section C of



the Load Line Regulations of the United States (Rules and Regulations Series, No. 4, January 1938 edition),<sup>1</sup> of which three copies are enclosed.

The Government of the United States will recognize the Canadian load line regulations as promulgated in the *Canada Gazette* of August 28, 1937, to be as effective as Section C of the United States Load Line Regulations (January 1938 edition), provided that the Canadian Government will similarly recognize United States load line regulations.

As no provision is made in the Canadian load line regulations for sub-division marks for passenger vessels, and as the United States Load Line Regulations under Section D require passenger vessels to be provided with such marks, I am desired by my Government to inquire whether, in order to prevent Canadian passenger vessels from becoming liable to a penalty when entering United States ports, the Canadian Great Lakes Load Line Regulations could be extended to give effect to sub-division and other matters pertaining thereto.

Accept, Sir, the renewed assurances of my highest consideration.

JOHN FARR SIMMONS  
*Chargé d'Affaires a. i.*

*Enclosure*

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Chargé d'Affaires  
ad interim*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 125

OTTAWA, 24th August, 1938.

SIR,

With reference to your note No. 686 of the 29th April, 1938, in the matter of load line regulations which apply to the Great Lakes, I have the honour to state that this matter was considered by the Canadian authorities concerned.

It is observed that the United States authorities have concluded that, except for sub-division load lines applicable to passenger vessels, the Canadian load line regulations applicable to ships making voyages on the Great Lakes are as effective as the regulations set forth in Section (C) of the Load Line Regulations of the United States (Rules and Regulations Series No. 4, January, 1938, edition), and that the Government of the United States will recognize the Canadian load line regulations promulgated in the *Canada Gazette* of the 28th August, 1937, that is to say the "Load Line Rules for

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<sup>1</sup> Department of Commerce, Bureau of Marine Inspection and Navigation (U.S. Government Printing Office, 1938); not printed here.

Ships making Voyages on Lakes or Rivers”, approved by Order-in-Council of the 6th August, 1937, provided that the Canadian Government will similarly recognize the United States Load Line Regulations referred to above.

The Canadian authorities consider that the Load Line Regulations of the United States applicable to ships engaged in making voyages on the Great Lakes (Rules and Regulations Series No. 4, January, 1938, edition) are as effective as the Canadian regulations, “Load Line Rules for Ships Making Voyages on Lakes or Rivers”, approved by Order-in-Council of the 6th August, 1937.

The Canadian Government recognize that the United States Load Line Regulations mentioned above are equivalent to the Load Line Rules for ships Making Voyages on Lakes or Rivers approved by Order-in-Council of the 6th August, 1937.

With reference to the last paragraph of your note, the Canadian authorities advise that the Canada Shipping Act, 1934, insofar as it concerns load lines, does not deal with the sub-division of passenger ships, this question being dealt with under the part of the Act which refers to the construction and inspection of ships. General regulations dealing with the construction and inspection of the hulls of steamships are now under consideration, and the matter of sub-division will be dealt with in them.

The Canadian authorities will not be in a position to have these regulations in force before the end of the season of navigation this year for passenger ships employed on the Great Lakes, plying to United States ports. It is understood, however, that there are few such ships, and that their season of navigation ends not later than the 30th of September.

As most of the passenger ships making voyages on the Great Lakes from Canadian to United States ports are old ships, there is doubt in the minds of the Canadian technical officers as to whether it would be reasonable and practicable to have them comply fully with the sub-division regulations laid down by the United States authorities, which are based, generally, on the International Convention for Safety of Life at Sea. The Canadian authorities would appreciate if information could be obtained as to what action the United States authorities propose to take in the matter of such ships of United States registry.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

JOHN FARR SIMMONS, Esquire,  
*Chargé d’Affaires,  
Legation of the United States of America,  
Ottawa.*

*The American Chargé d'Affaires ad interim to the Acting Secretary of State  
for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, October 22, 1938*

No. 819

SIR :

With reference to Dr. Skelton's note No. 125, dated August 24, 1938, in the matter of load-line regulations applicable to the Great Lakes, I have the honor to inform you that the American authorities have noted that the Canadian Government recognizes that the load-line regulations of the United States applicable to vessels making voyages on the Great Lakes of North America are equivalent to Canadian "Load-line Rules for Ships Making Voyages on Lakes or Rivers", approved by Order-in-Council on the 6th of August, 1937, except as to subdivision load-lines applicable to passenger vessels.

The American authorities have noted also that the Canadian Government will not be in a position to have in force subdivision load-line regulations applicable to vessels of the Great Lakes before the close of navigation this year. In this regard, when the subdivision load-line regulations are issued by the Canadian authorities, the competent American authorities must give consideration to them before accepting them as being equal to the United States subdivision load-line regulations.

The American Government will appreciate, therefore, receiving copies of these subdivision load-line regulations as soon as possible after they are issued.

With regard to the request contained in Dr. Skelton's note under reference for information as to the procedure for marking existing passenger vessels with subdivision load-lines and to what extent such ships are required to comply with the subdivision load-line regulations, the competent American authorities have stated that each existing passenger ship is considered on its merits in relation to its physical compliance with the subdivision load-line requirements. In interpreting the meaning of the words reasonable and practicable, the decisions of the Department of Commerce have resulted in most cases in a one-compartment standard of subdivision.

The American authorities have directed attention to the following slight difference in the scope of the basic load-line laws of the United States and of Canada: The laws of the United States are more general and probably embrace more vessels; for instance, tug boats do not seem to be required to have load-lines under the Canadian law, but are required to have them under the United States law. In the case of such Canadian vessels which are exempt from Canadian load-line regulations and which visit United States

ports, it will satisfy the American load-line authorities if such vessels are marked with load-lines under the Canadian load-line regulations, even though Canadian load-line law would not require them to be marked.

Accept, Sir, the renewed assurances of my highest consideration.

DAVID MCK. KEY  
*Chargé d'Affaires a. i.*

The Right Honorable  
THE ACTING SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
Ottawa.

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*The Secretary of State for External Affairs to the American, Chargé d'Affaires  
ad interim*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 185

OTTAWA, 2nd September, 1939

SIR,

With reference to the despatch No. 819 of the 22nd October, 1938, from the United States Chargé d'Affaires at Ottawa, and previous correspondence, in the matter of Load Line Regulations applicable to the Great Lakes, I have the honour to state that, by Order-in-Council of the 7th July, 1939, P. C. 1790, certain regulations relating to sub-division have been made, bearing the title, "Regulations respecting the Sub-Division and Pumping Arrangements of Passenger Steamships employed making Inland Voyages between Canada and the United States of America".

These regulations were published in the "Canada Gazette" of the 12th August, 1939, and I enclose herewith a copy of the "Gazette",<sup>2</sup> so that the competent authorities of the United States Government may be in a position to give consideration to the acceptance of these regulations as being equal to the United States Sub-Division Load Line Regulations.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

JOHN FARR SIMMONS, Esquire,  
*Chargé d'Affaires,  
Legation of the United States of America,  
Ottawa.*

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<sup>2</sup> Not printed here.

*The Secretary of State for External Affairs to the American  
Chargé d'Affaires ad interim*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 217

OTTAWA, 18th October, 1939.

SIR:

With reference to my note No. 185 of the 2nd September, 1939, advising that certain regulations relating to the sub-division of ships making inland voyages between Canada and the United States of America had been made, and enclosing a copy of the *Canada Gazette* of the 12th August containing these Regulations, I have the honour to state that these Regulations contained two errors and that action was taken to have these errors corrected by Order-in-Council.

An Order-in-Council P. C. 2669, dated September 14th, was issued, amending the errors in question, and was published in the *Canada Gazette* of September 30th, 1939.

I enclose herewith three copies of an extract from the *Canada Gazette* of that date,<sup>3</sup> containing the Order-in-Council, and wish to request that a copy of the extract be forwarded to the Government of the United States.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

JOHN FARR SIMMONS, Esquire,  
*Chargé d'Affaires, a. i.,  
Legation of the United States of America,  
Ottawa.*

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*The American Chargé d'Affaires ad interim to the Secretary of State  
for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
Ottawa, Canada, January 10, 1940

No. 208

SIR:

I have the honor to refer to your note No. 217 dated October 18, 1939, and to previous correspondence concerning a proposed arrangement between Canada and the United States for the reciprocal recognition of load line regulations for vessels engaged in international voyages on the Great Lakes.

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<sup>3</sup> Not printed here.

I am desired by my Government to advise you that the Canadian regulations set forth by Orders-in-Council of July 7, 1939, P.C. 1790 and 1791, as published in the *Canada Gazette* of August 12, 1939, have been examined carefully and compared by the competent American authorities with the similar regulations of the Secretary of Commerce, as set forth in Section D of the Load Line Regulations of the United States, approved September 28, 1937 (Part 46, Section 46.42 of the Codification of the Load Line Regulations), and have been found, subject to the following comments, to be the equivalent of the said United States regulations:

(a) United States regulations are applicable to all passenger vessels of 150 gross tons and above, whereas Canadian regulations are applicable only to steamships (motorships) of 150 gross tons and above.

(b) A United States passenger vessel on the Great Lakes is one carrying more than 16 passengers, whereas a Canadian passenger vessel is one carrying more than 12 passengers.

(c) Canadian regulation 4, subparagraph (2), defines the freeboard as the distance from the subdivision water line to the margin line and it is presumed that when marked on the ship as provided by regulation 49, subparagraph (2), that proper allowances will be made.

It is the opinion of the competent American authorities that any differences which may arise with reference to the foregoing comments can be adjusted administratively.

It appears from Canadian regulation no. 2 (P. C. 1790) that these regulations apply only to steel vessels, and that in the case of wooden vessels, if any, the breadth will be taken to the outside of the planking.

The Coastwise Load Line Act, 1935, as amended, of the United States, provides in the U.S.C., title 46, sec. 88d:

“§ 88d. Foreign vessels; application of sub-chapter. Whenever the Secretary of Commerce shall certify that the laws and regulations in force in any foreign country relating to load lines are equally effective with the regulations established under sections 88 to 88i of this title, the Secretary of Commerce may direct, on proof that a vessel of that country has complied with such foreign laws and regulations, that such vessel and her master and owner shall be exempted from compliance with the provisions of sections 88 to 88i of this title, except as hereinafter provided: Provided, That this section shall not apply to the vessels of any foreign country which does not similarly recognize the load lines established under sections 88 to 88i of this title and the regulations made thereunder. (Aug. 27, 1935, c. 747, § 5, 49 Stat. 889.)”

The Government of the United States recognizes the Canadian Load Line Regulations, as promulgated in the *Canada Gazette* dated August 12, 1939, respecting subdivision, pumping arrangements, watertight doors, and other appliances of passenger steamers making inland voyages on the Great Lakes

between Canada and the United States, to be as effective as comparable United States regulations applicable to passenger vessels engaged in voyages on the Great Lakes between the United States and Canada, provided that the Canadian Government similarly recognizes the Subdivision Load Line Regulations of the United States applicable to passenger vessels engaged in voyages on the Great Lakes.

With further reference to your note No. 217 of October 18, 1939, which stated that an Order-in-Council, P. C. 2669, dated September 14, 1939, was issued, amending two errors which occurred in the Order-in-Council of July 7, 1939, P. C. 1790, I am requested to inform you of the receipt by the Secretary of Commerce of the United States of this information.

Accept, Sir, the renewed assurances of my highest consideration.

JOHN FARR SIMMONS  
*Chargé d'Affaires a. i.*

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa, Canada.*

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 20

OTTAWA, March 4, 1940

SIR:

With reference to the note No. 208, of the 10th January, 1940, from the United States Chargé d'Affaires ad interim, concerning a proposed arrangement between the United States and Canada for the reciprocal recognition of load line regulations for vessels engaged in international voyages on the Great Lakes, I have the honour to state that it is noted that the United States Government recognizes the Canadian regulations respecting subdivision, pumping arrangements, watertight doors and other appliances on passenger steamships engaged in making inland voyages on the Great Lakes between Canada and the United States to be as effective as comparable United States regulations applicable to passenger vessels engaged on voyages in the Great Lakes between Canada and the United States, provided that the Canadian Government similarly recognizes the subdivision load line regulations of the United States applicable to passenger vessels engaged in voyages on the Great Lakes.

I may say that the Canadian Government recognizes the subdivision load line regulations of the United States applicable to passenger vessels engaged in voyages on the Great Lakes, as set forth in Section D of the Load Line Reg-



ulations of the United States, approved September 28th, 1937, as being as effective as the Canadian regulations respecting subdivision, pumping arrangements, watertight doors and other appliances for passenger steamships making inland voyages between Canada and the United States, as set forth in the Regulations respecting Subdivision and Pumping Arrangements of Passenger Steamships employed making Inland Voyages between Canada and the United States, P. C. 1790 of July 7th, 1939, and the Regulations respecting Watertight Doors and Other Appliances, P. C. 1791, of July 7th, 1939, respectively.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

THE MINISTER OF THE UNITED STATES TO CANADA,  
*United States Legation,  
Ottawa.*

## VISITS IN UNIFORM BY MEMBERS OF DEFENSE FORCES

*Exchange of notes at Ottawa May 17 and 29, 1940, amending agreement of March 7, April 5, and June 22, 1939*

*Entered into force May 29, 1940*

*Superseded September 11, 1941, by agreement of August 28 and September 4, 1941*<sup>1</sup>

55 Stat. 1552; Executive Agreement Series 233

*The Canadian Minister to the Secretary of State*

No. 137

MAY 17, 1940

His Majesty's Minister for Canada presents his compliments to the Secretary of State and has the honour to refer to the Arrangement arrived at between Canada and the United States regarding visits in uniform by members of defense forces, effected by exchange of notes dated March 7th, April 5th and June 22nd, 1939.<sup>2</sup>

The effect of the Arrangement which came into force on July 1st, 1939, is that an individual uniformed member of the United States forces may enter Canada (and vice versa) if he produces a written pass from his Commanding Officer, the pass to show the dates of the commencement and termination of the visit.

While there has been no correspondence on the subject, it is presumed that the United States Government would now consider that the Arrangement lapsed upon Canada's entry into the war. However, even if the Arrangement has lapsed, the Canadian Government will be glad to continue to observe its terms so far as visits of the United States forces to Canada are concerned.

In transmitting the attitude of the Canadian Government Mr. Christie desires to state that it would be appreciated if in due course the Legation might be informed whether the United States Government has any objection to the continuance of the pre-war régime governing such visits to Canada.

CANADIAN LEGATION

WASHINGTON, D. C.

M. M. M.

<sup>1</sup> EAS 233, *post*, p. 231.

<sup>2</sup> EAS 157, *ante*, p. 157.

*The Secretary of State to the Canadian Chargé d'Affaires ad interim*

The Secretary of State presents his compliments to the Chargé d'Affaires ad interim of Canada and refers to the Minister's note no. 137 of May 17, 1940 regarding the arrangement between the United States of America and Canada for visits in uniform by members of defense forces which was effected by an exchange of notes dated March 7, April 5 and June 22, 1939.

The United States Government considers that the arrangement is still in force and will be glad to continue to observe its terms so far as visits of the United States forces to Canada are concerned. However, in view of the changed situation the United States Government assumes that members of the armed forces of Canada will not come to the United States on any military mission, and it is hoped that so far as may be feasible members of the armed forces of Canada will not visit the United States in uniform.

DEPARTMENT OF STATE,

*Washington, May 29, 1940*

J. D. H.

## EXEMPTIONS FROM EXCHANGE CONTROL MEASURES

*Exchange of notes at Ottawa June 18, 1940*

*Entered into force June 18, 1940*

54 Stat. 2317; Executive Agreement Series 174

*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 84

OTTAWA, June 18th, 1940

SIR:

With reference to recent conversations between representatives of the Government of Canada and the Government of the United States of America regarding the extension to individuals ordinarily resident in Canada who are nationals of the United States and are not British subjects of certain exemptions from orders and regulations now or hereafter in force respecting the acquisition and disposition of foreign currency and foreign securities, I have the honour to propose an agreement concerning these exemptions in the following terms:

1. Such individuals will be exempt from any required declaration or sale of, and will be permitted freely to use or dispose of, foreign currency and foreign securities held by them (in which no non-exempted resident has any beneficial interest) which were

(a) acquired by them before the time of the coming into force of the Foreign Exchange Control Order, viz., before September 16, 1939; or

(b) acquired by them subsequent to such time from non-residents of Canada, excluding any foreign currency and foreign securities so acquired (1) in connection with exports from or imports into Canada of property not exempted by this agreement, or (2) as the result of business carried on in Canada.

2. The foregoing paragraph shall apply to private individuals and not to corporations, companies, associations, firms or partnerships.

3. Any of the exemptions mentioned above shall lapse if and when such individual becomes a British subject or ceases to be a United States national.

4. In the event similar exchange control measures should be enforced in the United States with respect to individuals ordinarily resident in the United States who are nationals of Canada and are not nationals of the United States, without like exemptions being granted such individuals, the Government of Canada shall consider themselves released from the obligation to continue to grant such of the exemptions provided for in this agreement as may not be accorded to the said individuals.

5. "Foreign currency", as used in this agreement, is defined as meaning any currency (excluding coin) other than Canadian currency, including bank notes and other notes intended to circulate as money in any country outside Canada and also postal notes, money orders, cheques, travellers' cheques, prepaid letters of credit, bank drafts and other similar instruments payable in any currency other than Canadian currency, and includes any foreign currency on deposit; and "foreign currency on deposit" or "deposit" means any amount in foreign currency of which a resident has a right to obtain payment by reason of a deposit, credit or balance of any kind at or with a bank, savings bank, trust company, loan company, stockbroker, investment dealer or other similar depositary or any other person or institution designated by the Canadian Foreign Exchange Control Board as a depositary.

I have the honour to suggest that if an agreement in the sense of the foregoing paragraphs is acceptable to the Government of the United States this note and your reply thereto in similar terms shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

HON. J. PIERREPONT MOFFAT,  
*Minister of the United States,  
Ottawa.*

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*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, June 18, 1940*

No. 7

SIR:

I have the honor to refer to your note of today's date proposing an agreement between the Government of the United States of America and the Government of Canada concerning the extension to individuals ordinarily

resident in Canada who are nationals of the United States and are not British subjects of certain exemptions from orders and regulations now or hereafter in force respecting the acquisition and disposition of foreign exchange and foreign securities in the following terms:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

I have the honor to inform you that an agreement in the terms of the foregoing paragraphs is acceptable to the Government of the United States of America and that this note, and your note under reference, will be regarded as placing on record the understanding arrived at between our Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

## MILITARY OVERFLIGHTS

*Exchanges of notes at Ottawa July 12, 13, 18, and 30 and August 9, 1940*

*Entered into force August 9, 1940*

*Terminated by agreement of September 18, 19, and 30, 1940*<sup>1</sup>

Department of State files

*The American Minister to the Secretary of State for External Affairs*

No. 36

OTTAWA, CANADA, July 12, 1940

SIR:

I have the honor to refer to an arrangement of 1932<sup>2</sup> under the terms of which the military aircraft of the United States and Canada have been permitted to fly over specified portions of the territory of the other. This arrangement as you know has been annually renewed in June, until this year when to its regret my Government did not feel it could appropriately extend it.

In the circumstances I have been instructed to inquire whether the Canadian Government would be disposed to grant, on a unilateral basis, until such time as it may be possible to renew the agreement which has just lapsed, blanket permission for military aircraft of the United States to make flights over Canadian territory (1) between Selfridge Field, Mount Clemens, Michigan, and Cleveland, Buffalo and Toledo, and (2) between Fairbanks and Juneau, Alaska, subject as far as may be possible under Canada's emergency requirements to the same conditions which have heretofore prevailed.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable

THE SECRETARY OF STATE

FOR EXTERNAL AFFAIRS,

Ottawa.

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<sup>1</sup> *Post*, p. 193.

<sup>2</sup> Exchange of notes at Ottawa, Sept. 15 and 16, 1932, *ante*, p. 51.



*The Secretary of State for External Affairs to the American Minister*DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 108

OTTAWA, July 13th, 1940

SIR,

I have the honour to acknowledge the receipt of your note No. 36 of July 12th concerning the possibility of blanket permission being granted for certain flights of United States military aircraft over Canadian territory on a unilateral basis until such time as it may be possible to renew the Agreement between Canada and the United States which has just lapsed.

It gives me pleasure to inform you that the appropriate Canadian authorities have indicated that they would have no objection to flights over Canadian territory as follows:

(1) Between Selfridge Field, Mount Clemens, Michigan, and Cleveland, Buffalo and Toledo.

(2) Between Fairbanks and Juneau, Alaska.

The Department of National Defence, however, in approving this permission, request that the United States authorities undertake to fulfill the following two provisions:

(a) That when flying between Selfridge Field, Mount Clemens, Michigan, and Buffalo, New York, the prohibited area number 11 (Niagara Peninsula) is not entered. The limits of this prohibited area are shown on the sketch map, a copy of which I am attaching to this note.<sup>a</sup>

(b) That details of all flights between Mount Clemens and Buffalo are given in advance to the Air Officer Commanding, No. 1 Training Command, 55 York Street, Toronto. Such details should include date, approximate hour, and number of aircraft involved.

As soon as you will have been good enough to inform me that the United States authorities are willing to observe these two conditions, the permission requested for the flights stipulated above may be considered to have come into effect.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

PIERREPONT MOFFAT, Esq.,  
*United States Minister to Canada,  
United States Legation,  
Ottawa.*

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<sup>a</sup> Not printed.

*The American Minister to the Secretary of State for External Affairs*

No. 46

OTTAWA, CANADA, July 18, 1940

SIR:

I have the honor to acknowledge the receipt of your note No. 108 of July 13th informing me that the Canadian authorities would have no objection to according on a unilateral basis, until such time as it may be possible to renew the agreement on this subject which has just lapsed, blanket permission for flights of American military aircraft over Canadian territory (1) between Selfridge Field and Cleveland, Buffalo, and Toledo, and (2) between Fairbanks and Juneau,—subject to the two following provisions:

(a) That when flying between Selfridge Field, Mount Clemens, and Buffalo the prohibited area on the Niagara Peninsula (the limits of which were shown on an attached sketch map) be not entered, and

(b) That details of all flights between Mount Clemens and Buffalo,—including date, approximate hour, and number of aircraft involved,—be given in advance to the Air Officer Commanding, No. 1 Training Command, 55 York Street, Toronto.

Having reported the foregoing to my Government I am directed in reply to state that the American authorities will gladly observe the two conditions, and that the courtesy of the Canadian authorities in allowing these flights is deeply appreciated.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable

THE SECRETARY OF STATE

FOR EXTERNAL AFFAIRS,

Ottawa

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*The Secretary of State for External Affairs to the American Minister*DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 121

OTTAWA, July 30th, 1940

SIR,

I have the honour to refer to our exchange of notes (my No. 108 of July 13th and your No. 46 of July 18th) which confirmed blanket permission from the Canadian authorities for certain flights of United States military aircraft over Canadian territory.

In connection with the flights between Fairbanks and Juneau, Alaska, the Canadian authorities now desire to make a provision similar to that which governs flights between Selfridge Field, Mount Clemens, and Buffalo.

I should be very grateful, therefore, if you would be good enough to inform me whether the United States authorities would be willing to observe the following condition:

That details of all flights over Canada between Fairbanks and Juneau, Alaska, are notified in advance to the Air Officer Commanding, Western Air Command, Belmont Building, Victoria, B.C.

Accept, Sir, the renewed assurances of my highest consideration.

O. D. SKELTON  
for  
*Secretary of State  
for External Affairs*

PIERREPONT MOFFAT, Esq.,  
*United States Minister to Canada,  
United States Legation,  
Ottawa.*

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*The American Minister to the Secretary of State for External Affairs*

No. 73

OTTAWA, CANADA, August 9, 1940

SIR:

I have the honor to refer to your note No. 121 of July 30, 1940, with regard to the granting of blanket permission for certain flights of United States military aircraft over Canadian territory, and in reply, I am authorized to state that the American Government is glad to accept the condition that details of all flights over Canada between Fairbanks and Juneau be notified in advance to the Air Officer Commanding, Western Air Command, Belmont Building, Victoria, B.C.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
Ottawa.

## PERMANENT JOINT BOARD ON DEFENSE

*Joint statement issued at Ogdensburg, N.Y., August 18, 1940, by President Franklin D. Roosevelt and Prime Minister W. L. Mackenzie King*<sup>1</sup>

*Department of State Bulletin,*  
August 24, 1940, p. 154

The Prime Minister and the President have discussed the mutual problems of defense in relation to the safety of Canada and the United States.

It has been agreed that a Permanent Joint Board on Defense shall be set up at once by the two countries.

This Permanent Joint Board on Defense shall commence immediate studies relating to sea, land, and air problems including personnel and matériel.

It will consider in the broad sense the defense of the north half of the Western Hemisphere.

The Permanent Joint Board on Defense will consist of four or five members from each country, most of them from the services. It will meet shortly.

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<sup>1</sup>For an announcement made at Washington and Ottawa Feb. 12, 1947, regarding postwar cooperation, see *post*, p. 430.

## 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*

*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*

55 Stat. 1214; Treaty Series 975

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 Canada, being desirous, in view of the present constitutional position and international status of Canada, to amend in their application to Canada certain provisions of the Treaty for the Advancement of Peace between 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, signed at Washington, September 15, 1914,<sup>1</sup> have for that purpose appointed 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, for Canada:

Mr. Loring Cheney Christie, His Majesty's Envoy Extraordinary and Minister Plenipotentiary for Canada in the United States of America;

Who, having communicated to each other their respective full powers, found to be in proper form, have agreed upon and concluded the following articles:

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<sup>1</sup> TS 602, *post*, UNITED KINGDOM.

## ARTICLE I

Article II of the Treaty for the Advancement of Peace between 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, signed at Washington, September 15, 1914, is hereby superseded in respect of Canada by the following:

Insofar as concerns disputes arising in the relations between the United States of America and Canada, the International Commission shall be composed of five members to be appointed as follows: One member shall be chosen from the United States of America by the Government thereof; one member shall be chosen from Canada by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by agreement between the Government of the United States of America and the Government of Canada, it being understood that he shall be a citizen of some third country of which no other member of the Commission is a citizen. The expression "third country" means a country not under the sovereignty or authority of the United States of America nor under the sovereignty, suzerainty, protection or mandate of His Majesty the King of Great Britain, Ireland, and the British dominions beyond the Seas, Emperor of India. 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 the present Treaty; and vacancies shall be filled according to the manner of the original appointment.

## ARTICLE II

The second paragraph of Article III of the said Treaty of September 15, 1914, is hereby abrogated so far as concerns its application to disputes which are mainly those of Canada.

## ARTICLE III

Except as provided in Articles I, II and IV of the present Treaty the stipulations of the said Treaty of September 15, 1914, shall be considered as an integral part of the present Treaty and shall be observed and fulfilled by the two Governments as if they were literally herein embodied.

## 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 in respect of Canada. It shall take effect on the date of the exchange of the ratifications which shall take place at Washington as soon as possible. It 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.

On the termination of the present Treaty, in accordance with the provisions of the preceding paragraph, the said Treaty of September 15, 1914, shall in respect of Canada cease to have effect.

In witness whereof, the respective plenipotentiaries have signed the present Treaty and have affixed their seals thereto.

Done in duplicate at the City of Washington this sixth day of September, one thousand nine hundred and forty.

CORDELL HULL	[SEAL]
LORING C. CHRISTIE	[SEAL]



## MILITARY OVERFLIGHTS

*Exchange of notes at Washington September 18, 19, and 30, 1940*

*Entered into force September 30, 1940*

*Amended by agreement of March 31 and April 14, 1941<sup>1</sup>*

*Expired June 30, 1941*

Department of State files

*The Secretary of State to the Canadian Minister*

SEPTEMBER 18, 1940

SIR:

I have the honor to inform you that it became necessary in recent months to make a number of requests of the Canadian Government for permission for United States service aircraft en route from the continental United States to Alaska and return to fly over Canadian territory. It is expected that the reason for such flights will continue.

With a view to facilitating future flights, I should be pleased if you would ascertain from your Government whether it would be disposed to grant blanket permission covering the period ending June 30, 1941, for United States Army, Navy and Coast Guard aircraft, en route from continental United States to Alaska and return, to fly over Canadian territory in British Columbia and the Yukon, and over Canadian waters in the Pacific. The flights would be made in accordance with any requirements specified by the Canadian authorities.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

A. A. BERLE, Jr.

The Honorable

LORING C. CHRISTIE,

*Minister of Canada.*

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<sup>1</sup> *Post*, p. 214.

*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*September 19, 1940.*

No. 272

SIR:

I have the honour to acknowledge the receipt of your note of September 18, 1940, concerning the possibility of securing blanket permission covering the period ending June 30, 1941, for United States Army, Navy and Coast Guard aircraft, en route from continental United States to Alaska and return, to fly over Canadian territory in British Columbia and the Yukon and over Canadian waters in the Pacific.

It gives me pleasure to inform you that the appropriate Canadian authorities have indicated that they would have no objection to such flights over Canadian territory and waters provided that the United States authorities agree to observe the two following conditions:

(a) That the Air Officer Commanding, Western Air Command, Belmont Building, Victoria, B.C., be notified twenty-four hours in advance of the details of each proposed flight and be informed in the event of a forced landing in Canadian territory or Canadian territorial waters.<sup>2</sup>

(b) That aircraft do not fly over any prohibited area included in Schedule "A" of the Defence Air Regulations 1940 as set forth in Order in Council P.C. 1890 of May 9, 1940.

As soon as you will have been good enough to inform me that the United States authorities are willing to observe these two conditions, the permission requested for the flights referred to above may be considered to have come into force.

I have the honour to be with the highest consideration, Sir, Your most obedient, humble servant,

M. M. MAHONEY  
*For the Minister*

The Honorable

CORDELL HULL,

*Secretary of State of the United States.*

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<sup>2</sup> For an amendment of para. (a), see agreement of Mar. 31 and Apr. 14, 1941, *post*, p. 214.

*The Secretary of State to the Canadian Minister*

SEPTEMBER 30, 1940

SIR:

I have the honor to acknowledge the receipt of your note of September 19, 1940, informing me that the appropriate Canadian authorities would have no objection to United States Army, Navy and Coast Guard aircraft, en route from continental United States to Alaska and return, flying over Canadian territory in British Columbia and the Yukon, and over Canadian waters in the Pacific, during the period ending June 30, 1941, provided the following conditions are observed:

[For text of conditions, see paragraphs (a) and (b) in U.S. note, above.]

I deeply appreciate the courtesy of the Canadian authorities and assure you that the flight commanders will be instructed to comply with the conditions set forth in your note.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

A. A. BERLE, Jr.

The Honorable

LORING C. CHRISTIE,

*Minister of Canada.*

# NAVAL FORCES ON GREAT LAKES: INTERPRETATION OF RUSH-BAGOT AGREEMENT

*Exchange of notes at Ottawa October 30 and November 2, 1940  
Entered into force November 2, 1940*

61 Stat. 4077; Treaties and Other  
International Acts Series 1836

*The Under-Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

OTTAWA, *October 30, 1940*

MY DEAR MR. MOFFAT:

May I refer to your predecessor's letter of June 9, 1939, and to my letter to Mr. Roper of the 10th June of the same year <sup>1</sup> concerning certain questions raised by the United States Navy Department regarding the Rush-Bagot Agreement of 1817.<sup>2</sup>

2. At that time it was recognized that there were certain measures which were mutually considered to be practically necessary or desirable and, at the same time, to be consistent with the underlying objective of the Rush-Bagot Agreement, though not strictly consistent with its technical scheme or definitions. In various instances of this character which had occurred in the past, the two Governments had concurred and made appropriate dispositions by means of correspondence. It was also agreed that such a procedure, which appeared to be essentially inherent in the underlying spirit and objective of the Agreement, should be pursued as regards any new practical measures, concerning naval vessels on the Great Lakes, which might be contemplated.

3. Certain special questions including "number and size of the vessels", "disposition of the vessels", "functions of the vessels", and "armaments" were discussed and dealt with in the correspondence. A further particular ques-

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<sup>1</sup> TIAS 1836, *ante*, p. 149.

<sup>2</sup> TS 110½, *post*, UNITED KINGDOM.

tion was also raised, namely, the construction of naval vessels in shipyards situated on the Great Lakes. The practice and procedure that should be followed in the case of such construction was formulated along lines that met with the approval of the two Governments.

4. The practice that was then approved included the following elements:

(a) That each Government should provide the other with full information concerning any naval vessels to be constructed in Great Lakes ports prior to the commencement of construction.

(b) That such vessels should be removed from the Lakes upon their completion.

(c) That no armaments whatever should be installed until the vessels reached the seaboard.

5. A new aspect of this question has arisen owing to the congestion at the Atlantic seaboard ship-yards and it is the desire of the Canadian Government to have the vessels in the most complete form practicable while still on the Great Lakes. This might involve equipment with gun mounts and with guns which would be so dismantled as to be incapable of immediate use so long as the vessels remained in the Great Lakes.

6. It is therefore suggested that a further interpretation of the Rush-Bagot Agreement might be made in conformity with the basic intent of the Agreement that important naval vessels should not be built for service on the Great Lakes. This would involve recognition that armament might be installed on naval vessels constructed on the Great Lakes provided that:

(a) The vessels are not intended for service on the Great Lakes;

(b) Prior to commencement of construction, each Government furnish the other with full information concerning any vessel to be constructed at Great Lakes ports;

(c) The armaments of the vessels are placed in such condition as to be incapable of immediate use while the vessels remain in the Great Lakes; and

(d) The vessels are promptly removed from the Great Lakes upon completion.

I should be grateful if you would let me know, in due course, whether the above suggestion commends itself to your Government,

Yours sincerely,

O. D. SKELTON

The Honourable PIERREPONT MOFFAT,  
*United States Minister to Canada,*  
*United States Legation,*  
*Ottawa*

*The American Minister to the Under-Secretary of State for External Affairs*

AMERICAN LEGATION

*Ottawa, Canada, November 2, 1940*

MY DEAR DR. SKELTON:

I have received your letter of October 30, 1940, in which, after referring to Mr. Roper's letter to you of June 9, 1939, and to your reply to him of June 10, 1939, concerning certain questions regarding the interpretation of the Rush-Bagot Agreement of 1817, you comment on the previous practice in this regard, in the light of modern conditions of naval construction, and make the suggestion that a further interpretation of the Rush-Bagot Agreement might be made in conformity with the intent of the Agreement that important naval vessels should not be built for service on the Great Lakes. This would involve recognition that armament might be installed on naval vessels constructed on the Great Lakes provided that:

- (a) The vessels are not intended for service on the Great Lakes;
- (b) Prior to commencement of construction, each Government furnish the other with full information concerning any vessel to be constructed at Great Lakes ports;
- (c) The armaments of the vessels are placed in such condition as to be incapable of immediate use while the vessels remain in the Great Lakes; and
- (d) The vessels are promptly removed from the Great Lakes upon completion.

In reply, I am authorized to inform you that the United States Government agrees to this further interpretation of the Rush-Bagot Agreement.

Sincerely yours,

PIERREPONT MOFFAT

Dr. O. D. SKELTON,  
*Under-Secretary of State  
for External Affairs,  
Ottawa.*

## GREAT LAKES-ST. LAWRENCE WATERWAY

*Exchange of notes at Washington October 14 and 31 and November 7,  
1940*

*Entered into force November 7, 1940*

54 Stat. 2426; Executive Agreement Series 187

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*October 14, 1940*

SIR:

I have the honor to refer to the conversations which have taken place recently between officials of the Governments of the United States and Canada in regard to the desirability of taking immediate steps looking to the early development of certain portions of the Great Lakes-St. Lawrence Basin project. These conversations have indicated that there is apprehension in both countries over the possibility of a power shortage; these apprehensions have been heightened by the necessity for increased supplies of power in consequence of Canada's war effort and of the major national defense effort in the United States.

In the light of these considerations the Government of the United States proposes that each Government appoint forthwith a Temporary Great Lakes-St. Lawrence Basin Committee consisting of not more than five members. These two Committees would cooperate in preliminary engineering and other investigations for that part of the project which is located in the International Rapids Section of the St. Lawrence River, in order that the entire project may be undertaken without delay when final decision is reached by the two Governments. The Government of the United States is prepared to advance the necessary funds up to \$1,000,000 to pay for these preliminary engineering and other investigations, on the understanding that their cost shall ultimately be prorated by agreement between the two Governments.

Meanwhile, to assist in providing an adequate supply of power to meet Canadian defense needs and contingent upon the Province of Ontario's agreeing to provide immediately for diversions into the Great Lakes System of waters from the Albany River Basin which normally flow into Hudson Bay, the Government of the United States will interpose no objection, pend-



ing the conclusion of a final Great Lakes-St. Lawrence Basin agreement between the two countries, to the immediate utilization for power at Niagara Falls by the Province of Ontario of additional waters equivalent in quantity to the diversions into the Great Lakes Basin above referred to.

I shall be glad if you will let me know if your Government is in accord with the foregoing proposals.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

ADOLF A. BERLE, Jr.

The Honorable

LORING C. CHRISTIE,

*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

October 14, 1940.

No. 316

SIR:

I have the honour to refer to your note of October 14, in which you proposed that the Governments of Canada and the United States take immediate steps looking to the early development of certain portions of the Great Lakes-St. Lawrence Basin project.

I am instructed to inform you that the Canadian Government is in accord with the proposals which you have made.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

LORING C. CHRISTIE

The Honourable CORDELL HULL,

*Secretary of State of the United States,*

*Washington, D.C.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

October 31, 1940.

No. 340

SIR:

I have the honour to refer to the third paragraph of your note of October 14 concerning the Great Lakes-St. Lawrence Basin project, in which you state that to assist in providing an adequate supply of power to meet Canadian defence needs and contingent upon the Province of Ontario's agreeing to

provide immediately for diversions into the Great Lakes System of waters from the Albany River Basin which normally flow into Hudson Bay, the Government of the United States would interpose no objection, pending the conclusion of a final Great Lakes-St. Lawrence Basin agreement between the two countries, to the immediate utilization for power at Niagara Falls by the Province of Ontario of additional waters equivalent in quantity to the diversions into the Great Lakes Basin above referred to.

I am instructed to inform you that the Canadian Government has received appropriate assurances that the Hydro-Electric Power Commission of Ontario is prepared to proceed immediately with the Long Lac-Ogoki diversions and that this action has been approved by the Government of the Province.

The Canadian Government is therefore giving appropriate instructions to authorize the additional diversion of 5,000 cubic feet per second at Niagara by the Hydro-Electric Power Commission of Ontario.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

LORING C. CHRISTIE

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

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*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
WASHINGTON  
November 7, 1940.

SIR:

I have the honor to acknowledge the receipt of your Note No. 340 of October 31, 1940, stating that the Hydro-Electric Power Commission of Ontario is prepared to proceed immediately with the Long Lac-Ogoki diversions of waters from the Albany River Basin into the Great Lakes System and that this action has been approved by the Government of the Province.

I note also that the Canadian Government is giving appropriate instructions to authorize the additional diversion of 5,000 cubic feet per second of water at Niagara Falls by the Hydro-Electric Power Commission of Ontario.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

A. A. BERLE, Jr.

The Honourable  
LORING C. CHRISTIE,  
*Minister of Canada.*

## AIR TRANSPORT SERVICES

*Exchange of notes at Washington November 29 and December 2, 1940,  
giving effect to article III of arrangement of August 18, 1939*

*Entered into force December 3, 1940*

*Extended by agreement of March 4, 1943<sup>1</sup>*

*Superseded February 19, 1945, by agreement of February 17,  
1945<sup>2</sup>*

54 Stat. 2422; Executive Agreement Series 186

*The Secretary of State to the Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE

WASHINGTON

*November 29, 1940*

SIR:

I refer to a meeting of representatives of the competent aeronautical authorities of the Government of the United States of America and of the Government of Canada, respectively, held at Ottawa, Canada, on September 9 and 10, 1940, for the purpose of making recommendations to give effect to Article III of the air transport arrangement entered into between the two Governments on August 18, 1939,<sup>3</sup> by reference to existing and prospective international air transport services between the United States and Canada.

The competent aeronautical authorities of the two Governments have made the following recommendations:

(1) That Article III of the air transport arrangement entered into between the two Governments on August 18, 1939, should be given effect in accordance with the enumerations attached hereto, and made a part hereof.

(2) That the recommendations shall, if accepted by the two Governments, have effect until December 31, 1942.

(3) That at least six months prior to December 31, 1942, a further conference of representatives of the competent aeronautical authorities of the two Governments shall be called for the purpose of considering any revision or modification of their recommendations and any new problems pertaining to air transport services which may have arisen in the interim.

<sup>1</sup> 57 Stat. 923; EAS 314.

<sup>2</sup> EAS 457, *post*, p. 388.

<sup>3</sup> EAS 159, *ante*, p. 161.

The recommendations of the competent aeronautical authorities of the two Governments, as herein referred to, are acceptable to the Government of the United States. I shall appreciate it if you will inform me whether these recommendations are also acceptable to your Government. If so, it is suggested that the present note and your reply thereto constitute an arrangement between the Government of the United States of America and the Government of Canada to become effective on December 3, 1940, and to remain in effect thereafter until December 31, 1942.

Accept, Sir, the renewed assurances of my high consideration.

CORDELL HULL

Attachment:  
Enumerations of air  
transport routes.

MR. MERCHANT MAHONEY, C. B. E.,  
*Chargé d'Affaires ad interim of Canada.*

[ATTACHMENT]

RECOMMENDATIONS OF THE COMPETENT AERONAUTICAL AUTHORITIES OF  
THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND CANADA  
FOR GIVING EFFECT TO ARTICLE III OF THE AIR TRANSPORT ARRANGE-  
MENT BETWEEN THE TWO GOVERNMENTS, ENTERED INTO ON AUGUST 18,  
1939

(Enumerations Referred to in Exchange of Notes Between the Two Governments  
Accepting These Recommendations)

International air transport services actually in operation between the two countries, for which certificates and permits have been issued by the respective Governments, to be confirmed. Services with respect to which applications for formal certificates or permits are now pending, other than those services specifically listed below, shall be subject to disposition at the sole discretion of the appropriate agency of the Government before which such applications are pending.

With respect to new services:

Each Government to take the appropriate steps to permit the operation by air carrier enterprises of the other, holding proper authorization from their own Governments, respectively, during the period ending December 31st, 1942, in accordance with the following specification of the routes and of the nationalities of the air carriers by which service over each route will be operated between:

Bangor, Maine—Moncton, New Brunswick	United States
New York, New York—Toronto, Ontario	Canada
Buffalo, New York—Toronto, Ontario	United States
Windsor, Ontario—Any point or points in the United States	United States
Detroit, Michigan—Any point or points in Canada	Canada
Great Falls, Montana—Lethbridge, Alberta	United States

The Canadian Government to co-operate in, or to permit or undertake the establishment on behalf of a United States air carrier, subject to Canadian law, of the necessary aids to air navigation, along the coast of British Columbia.

Further decisions with respect to routes and services to Alaska to be reserved for future consideration.

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*The Canadian Chargé d'Affaires ad interim to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

December 2, 1940

No. 379

SIR,

I have the honour to acknowledge the receipt of your note of November 29, 1940, in which you refer to a meeting of representatives of the competent aeronautical authorities of the Government of Canada and of the Government of the United States of America respectively, held at Ottawa, Canada, on September 9 and 10, 1940, for the purpose of making recommendations to give effect to Article III of the air transport arrangement entered into between the two Governments on August 18, 1939, by reference to existing and prospective international air transport services between the United States and Canada.

The competent aeronautical authorities of the two Governments have made the following recommendations:

(1) That Article III of the air transport arrangement entered into between the two Governments on August 18, 1939, should be given effect in accordance with the enumerations attached hereto, and made a part hereof.

(2) That the recommendations shall, if accepted by the two Governments, have effect until December 31, 1942.

(3) That at least six months prior to December 31, 1942, a further conference of representatives of the competent aeronautical authorities of the two Governments shall be called for the purpose of considering any revision or modification of their recommendations and any new problems pertaining to air transport services which may have arisen in the interim.

You ask to be informed whether the recommendations of the competent aeronautical authorities of the two Governments, as herein referred to, are acceptable to the Government of Canada. In reply, I have the honour to say these these recommendations are acceptable to my Government, which agrees to your suggestion that your note of November 29, 1940, and the present reply shall constitute an arrangement between the Government of Canada and the Government of the United States of America. My Government also

agrees to your suggestion that the arrangement become effective on December 3, 1940, and remain in effect thereafter until December 31, 1942.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

MERCHANT MAHONEY  
*Chargé d'Affaires ad interim*

The Hon. CORDELL HULL  
*Secretary of State of the United States*  
*Washington, D.C.*

[For text of recommendations, see attachment to U.S. note, above.]

## RECIPROCAL TRADE: FOX FURS AND SKINS

*Agreement signed at Washington and New York, for the United States and the United Kingdom, December 13, 1940*

*Proclaimed by the President of the United States December 18, 1940*

*Ratified by the United Kingdom, in respect of Canada, June 14, 1941*

*Proclamation and ratification exchanged at Washington August 13, 1941*

*Entered into force provisionally December 20, 1940; definitively August 14, 1941*

*Supplementary proclamation by the President of the United States August 21, 1941*

*Terminated May 1, 1947, by agreement of March 18, 1947*<sup>1</sup>

55 Stat. 1319; Executive Agreement Series 216

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 Canada:

Considering the reciprocal concessions and advantages for the promotion of trade provided for in the existing trade agreement entered into between the United States of America and Canada on November 17, 1938;<sup>2</sup>

Taking cognizance of the emergency which exists with respect to the marketing of silver or black fox furs and skins;

Desiring to promote the purposes of the existing trade agreement between the United States of America and Canada by providing measures to assist in the orderly marketing of these products;

Recognizing the desirability, as a result of experience in the administration of the supplementary trade agreement entered into between the two countries on December 30, 1939,<sup>3</sup> of making certain changes in the quota provisions of the said supplementary agreement;

Have resolved to conclude an agreement to replace the supplementary trade agreement entered into between the United States of America and Canada on December 30, 1939, and have for this purpose, through their respective Plenipotentiaries, agreed on the following Articles:

<sup>1</sup> TIAS 1638, *post*, p. 439.

<sup>2</sup> EAS 149, *ante*, p. 117.

<sup>3</sup> EAS 184, *ante*, p. 165.



## ARTICLE I

During the effectiveness of this Agreement, item 1519(c) of Schedule II of the trade agreement entered into between the United States of America and Canada on November 17, 1938, shall be suspended, and in lieu thereof the following item shall be substituted:

United States Tariff Act of 1930 Paragraph	Description of Article	Rate of Duty
1519 (c)	Silver or black fox furs or skins, dressed or undressed, not specially provided for	35% ad val.

## ARTICLE II

The following provisions are agreed upon with respect to the importation into the United States of America of silver or black foxes valued at less than \$250 each and whole silver or black fox furs and skins (with or without paws, tails, or heads):

(1) The total quantity of such articles which may be entered, or withdrawn from warehouse, for consumption in any twelve-month period commencing on December 1 in the year 1941 or any subsequent year shall be 100,000. For the period December 20, 1940, to November 30, 1941, inclusive, the total quantity of such articles which may be entered, or withdrawn from warehouse, for consumption shall be 100,000 less the number of such articles entered, or withdrawn from warehouse, for consumption during the period December 1 to December 19, 1940, as determined and made public by the Secretary of the Treasury of the United States.

(2) A share in the total quantity provided for in paragraph (1) shall be allocated to Canada in accordance with the principles set forth in Article III of the trade agreement between the United States of America and Canada, signed November 17, 1938. Unless otherwise mutually agreed upon, the share to be allocated to Canada shall be that provided for in paragraph (3) of this Article.

(3) Of the total quantity of such articles which may be entered, or withdrawn from warehouse, for consumption during any quota period, not more than 70,000 shall be imported from Canada, nor more than 30,000 from all other foreign countries, of which not more than 500 shall be from any country from which no such articles were imported in the calendar year 1939. For the quota period from December 20, 1940, to November 30, 1941, inclusive, there shall be deducted from the foregoing quantities, however, the number of such articles imported from Canada and from all other foreign countries, respectively, which are entered, or withdrawn from warehouse, for consumption during the period December 1 to December 19, 1940, inclusive, as determined and made public by the Secretary of the Treasury of the United States.

(4) Not more than 25 per centum of the quantity of such articles entitled to entry from Canada or from all other foreign countries, respectively, during any quota period may be entered, or withdrawn from warehouse, for consumption during any one month. The period from December 20 to December 31, 1940, inclusive, shall be considered a month, but there shall be deducted from the maximum quantities entitled to entry during such period the number of such articles imported from Canada and from other foreign countries, respectively, which are entered, or withdrawn from warehouse, for consumption during the period from December 1 to December 19, 1940, inclusive, as determined and made public by the Secretary of the Treasury of the United States. If the number of such articles imported from Canada or from all other foreign countries which are entered, or withdrawn from warehouse, for consumption during the period from December 1 to December 19, 1940, inclusive, equals or exceeds the respective maximum quantity entitled to enter during the remainder of December 1940 under the provisions of this paragraph, no further entries of articles chargeable against the maximum quantity equalled or exceeded shall be permitted during that month.

(5) Notwithstanding the provisions of paragraphs (2), (3) and (4) above, any part of the total quantity of such articles entitled to entry during any quota period which has not been entered, or withdrawn from warehouse, for consumption prior to May 1 of each year, may be entered, or withdrawn from warehouse, for consumption during the remainder of the quota period without reference to the country of exportation or the limitations of paragraph (4). The Secretary of the Treasury of the United States shall, as soon as possible after May 1 of each year, determine and make public the number of such articles which may be entered under the provisions of this paragraph.

(6) It is agreed that, if after consultation with the Government of the United States of America the Government of Canada so requests, the President of the United States of America shall proclaim that on and after the date fixed in such proclamation no articles imported from Canada and subject to the quota herein provided for in respect of Canada shall be permitted to be entered, or withdrawn from warehouse, for consumption unless such articles are accompanied by official certificates of the Government of Canada stating them to be of Canadian origin.

### ARTICLE III

The total quantities of the articles hereinafter specified which may be entered, or withdrawn from warehouse, for consumption in the United States of America during any twelve-month period commencing on December 1 in the year 1941 or any subsequent year shall be:

(a) Tails of silver or black foxes.....	5,000	pieces
(b) Paws, heads, or other separated parts of silver or black fox furs and skins (other than tails).....	500	lbs.
(c) Piece plates made of pieces of silver or black fox furs and skins.....	550	lbs.
(d) Articles, other than piece plates, made wholly or in chief value of one or more silver or black fox furs or skins or parts of such furs or skins.....	500	units*

\*NOTE: A unit shall consist of any whole silver or black fox fur or skin or any part of such a fur or skin contained in such articles.

For the period from December 20, 1940 to November 30, 1941, inclusive, the total quantities of the foregoing classes of articles which may be entered, or withdrawn from warehouse, for consumption shall be the respective quantities specified above less the amounts of the above classes of articles, respectively, which were entered, or withdrawn from warehouse, for consumption during the period from December 1 to December 19, 1940, inclusive, as determined and made public by the Secretary of the Treasury of the United States of America.

#### ARTICLE IV

The following shall not be subject to or affect the limitations provided for in Articles II and III:

- (a) Articles of wearing apparel imported by returning residents or other persons arriving in the United States of America for their personal use and not intended for sale;
- (b) Articles admitted to entry under paragraph 1615 of the Tariff Act of 1930, as amended;
- (c) Live silver or black foxes valued at \$150 or more each and shipped to the United States of America prior to the date on which this Agreement enters provisionally into force.

#### ARTICLE V

The Government of the United States of America reserves the right to terminate Articles II and III of this Agreement and to substitute therefor an autonomous quota regime. Should the Government of the United States of America avail itself of this right, it agrees that the total quantities of the articles specified in Articles II and III permitted to be entered, or withdrawn from warehouse, for consumption in the United States shall not be less than those set forth in the said Articles, and that a share of the total permitted entries of the articles specified in Article II shall be allocated to Canada in accordance with the provisions of Article II.

#### ARTICLE VI

1. The present Agreement shall be proclaimed by the President of the United States of America and shall be ratified by His Majesty the King of Great Britain, Ireland and the British dominions beyond the Seas, Emperor of India, in respect of Canada. It shall enter definitively into force on the day following the exchange of the Proclamation and the instrument of ratification, which shall take place at Washington as soon as possible.

2. Pending the definitive coming into force of this Agreement, it shall enter provisionally into force on December 20, 1940. Upon the provisional entry into force of this Agreement, the supplementary trade agreement entered into between the United States of America and Canada on December 30, 1939, shall terminate.

3. So long as the present Agreement remains in force it shall constitute an integral part of the trade agreement entered into between the United States of America and Canada on November 17, 1938, and shall be subject to termination as a part of that Agreement.

4. Should it appear to either the Government of the United States of America or the Government of Canada that the emergency conditions with respect to the marketing of silver or black fox furs and skins which have given rise to the conclusion of this Agreement have ceased to exist or have become substantially modified, that Government may, after consultation with the other Government, terminate the present Agreement on 90 days' written notice. Moreover, the present Agreement may be terminated at any time by agreement between the Governments of the two countries.

5. Should the present Agreement be terminated in accordance with the provisions of paragraph 4 of this Article, the provisions of item 1519 (c) of Schedule II of the trade agreement entered into between the United States of America and Canada on November 17, 1938, which have been suspended by this Agreement, shall thereupon automatically reenter into force.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

Done in duplicate, at the City of Washington and the City of New York, this thirteenth day of December, 1940.

For the President of the United States of America:

CORDELL HULL [SEAL]

*Secretary of State  
of the United States of America*

For His Majesty, in respect of Canada:

LORING C. CHRISTIE [SEAL]

*Envoy Extraordinary and Minister  
Plenipotentiary to the United  
States of America*

## TRAVEL OF PUBLIC VESSELS AND SERVICE AIRCRAFT

*Exchange of notes at Washington, December 16, 1940*

*Entered into force December 16, 1940*

*Terminated May 19, 1952*<sup>1</sup>

Department of State files

*The Canadian Chargé d'Affaires ad interim to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*December 16, 1940*

No. 402

SIR:

With a view to simplifying the procedure in connection with the travel of public vessels and service aircraft of the two countries, I have the honour to propose that an agreement, subject to termination upon notification by either party, be entered into between the Government of Canada and the Government of the United States of America to provide for the following:

(1) Passage, upon local notification, of United States public vessels through Canadian waters and United States service aircraft over Canadian territory while en route between United States ports and Alaska or United States bases in Newfoundland.

(2) Visits of public vessels and service aircraft of either of the two countries to ports of the other country, upon local notification, when engaged on matters connected with the joint defence of Canada and the United States.

(3) Upon local notification, flights of Canadian service aircraft over that part of the State of Maine which lies along the route between Quebec and the Maritime Provinces when such flights are on matters pertaining to the joint defence of Canada and the United States.

(4) Upon local notification, flights of United States service aircraft between points in the United States over the Ontario peninsula, including the prohibited area.

I have the honour to suggest that, if an agreement in the sense of the foregoing is acceptable to the Government of the United States, this note and

<sup>1</sup> Superseded by recommendations of U.S.-Canada Permanent Joint Board on Defense.

your reply thereto in similar terms shall 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,

MERCHANT MAHONEY  
*Chargé d'Affaires*

The Hon. CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the Canadian Chargé d'Affaires ad interim*

DECEMBER 16, 1940

SIR:

I refer to your note of this day's date in which, with a view to simplifying the procedure in connection with the travel of public vessels and service aircraft of the two countries, you propose that an agreement, subject to termination upon notification by either party, be entered into between the Government of the United States of America and the Government of Canada to provide for the following:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

I am pleased to inform you that an agreement in the terms of the foregoing is acceptable to the Government of the United States 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.

Accept, Sir, the renewed assurances of my high consideration.

CORDELL HULL

Mr. MERCHANT MAHONEY, C.B.E.,  
*Chargé d'Affaires ad interim of Canada.*

LEASING OF NAVAL AND AIR BASES:  
DEFENSE OF NEWFOUNDLAND

*Protocol signed for the United States, the United Kingdom, and Canada  
at London March 27, 1941*

*Entered into force March 27, 1941*

55 Stat. 1560; Executive Agreement Series 235

[For text, see *post*, UNITED KINGDOM.]



## MILITARY OVERFLIGHTS

*Exchange of notes at Washington March 31 and April 14, 1941, amending agreement of September 18, 19, and 30, 1940*

*Entered into force April 14, 1941*

*Expired June 30, 1942*

Department of State files

*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*March 31, 1941*

No. 173

SIR:

I have the honour to refer to your note of September 30, 1940,<sup>1</sup> and previous correspondence, concerning flights over Canadian territory and territorial waters by aircraft of the United States Army, Navy and Coast Guard.

I am informed by my Government that it has recently been found necessary to send United States aircraft from Buffalo to Selfridge Field via Canadian territory, because of bad weather conditions south of Lake Erie. Since it is impossible to predict these weather conditions twenty-four hours in advance, the United States Army Air Corps has found it impossible, in many instances, to give the usual twenty-four hours notice to the Canadian authorities.

The United States Army Air Corps has requested that notice of ferrying flights of P-40 aircraft from Buffalo to Selfridge Field may be given later than twenty-four hours prior to the time that the flight is to take place.

I am instructed to inform you that this proposal is agreeable to the Canadian Government, providing that the Air Officer Commanding No. 1 Training Command is given at least one hour's notice prior to the time of the departure of the aircraft.

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<sup>1</sup> *Ante*, p. 193.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble servant,

LEIGHTON McCARTHY

The Honourable  
CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the Canadian Minister*

APRIL 14, 1941

SIR:

I have the honor to acknowledge the receipt of your note no. 173 dated March 31, 1941, informing me that the Canadian Government has no objection to a proposal by the United States Army Air Corps that notice of ferry flights of P-40 aircraft over Canadian territory en route from Buffalo, New York, to Selfridge Field, Mount Clemens, Michigan, be given later than the usual twenty-four hours in advance, provided the Air Officer Commanding, No. 1 Training Command, 55 York Street, Toronto, Canada, is given at least one hour's advance notice prior to the time of the departure of the aircraft. It is noted that this applies only to flights from Buffalo to Selfridge Field.

I deeply appreciate the courtesy of your Government in granting this request and assure you that the flight commanders will be instructed to comply with the conditions set forth in your note.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

A. A. BERLE, Jr.

The Honorable  
LEIGHTON G. McCARTHY, K.C.,  
*Minister of Canada.*

## EXCHANGE OF DEFENSE ARTICLES

*Joint statement issued at Hyde Park, N.Y., April 20, 1941, by President Franklin D. Roosevelt and Prime Minister W. L. Mackenzie King*

*Department of State Bulletin,  
April 26, 1941, p. 494*

Among other important matters, the President and the Prime Minister discussed measures by which the most prompt and effective utilization might be made of the productive facilities of North America for the purposes both of local and hemisphere defense and of the assistance which in addition to their own programs both Canada and the United States are rendering to Great Britain and the other democracies.

It was agreed as a general principle that in mobilizing the resources of this continent each country should provide the other with the defense articles which it is best able to produce, and, above all, produce quickly, and that production programs should be coordinated to this end.

While Canada has expanded its productive capacity manyfold since the beginning of the war, there are still numerous defense articles which it must obtain in the United States, and purchases of this character by Canada will be even greater in the coming year than in the past. On the other hand, there is existing and potential capacity in Canada for the speedy production of certain kinds of munitions, strategic materials, aluminum, and ships, which are urgently required by the United States for its own purposes.

While exact estimates cannot yet be made, it is hoped that during the next 12 months Canada can supply the United States with between \$200,000,000 and \$300,000,000 worth of such defense articles. This sum is a small fraction of the total defense program of the United States, but many of the articles to be provided are of vital importance. In addition, it is of great importance to the economic and financial relations between the two countries that payment by the United States for these supplies will materially assist Canada in meeting part of the cost of Canadian defense purchases in the United States.

Insofar as Canada's defense purchases in the United States consist of component parts to be used in equipment and munitions which Canada is producing for Great Britain, it was also agreed that Great Britain will obtain these parts under the Lend-Lease Act and forward them to Canada for inclusion in the finished article.

The technical and financial details will be worked out as soon as possible in accordance with the general principles which have been agreed upon between the President and the Prime Minister.

## DIVERSION OF WATERS OF NIAGARA RIVER

*Exchange of notes at Washington May 20, 1941*

*Approved by the Senate June 12, 1941*

*Approved by the President of the United States June 13, 1941*

*Supplemented by agreement of October 27 and November 27, 1941 <sup>1</sup>*

*Terminated October 10, 1950, by treaty of February 27, 1950 <sup>2</sup>*

55 Stat. 1276; Executive Agreement Series 209

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*May 20, 1941*

SIR:

I have the honor to refer to conversations which have taken place recently between officials of the Governments of the United States and Canada with respect to the immediate and pressing needs for additional power in the Niagara Falls area for national defense purposes. Throughout these conversations, as well as in previous conversations during the course of years, on the general subject of the Falls at Niagara, two objectives have been kept in mind: first, the scenic beauty of this great heritage of the two countries; and second, the utilization of the power resources available there, consistent with the primary obligation of preserving the scenic beauty of the Falls.

Recent surveys have indicated that there is now idle equipment available and set up which could utilize at once an additional diversion for power purposes of 5,000 cubic feet per second on the United States side. I am informed by the defense authorities of this Government and by the Federal Power Commission that this additional power is urgently needed in connection with the Government's National Defense Program. It is likewise understood from conversations with the appropriate Canadian officials that 3,000 cubic feet per second could be used immediately on the Canadian side in connection with the furtherance of the war efforts of Canada. These figures represent the immediate needs of the two Governments and do not pretend to take into consideration all industrial requirements of the two countries in the area by reason of the present emergency.

<sup>1</sup> EAS 223, *post*, p. 239.

<sup>2</sup> 1 UST 694; TIAS 2130.

In view of the above, and having in mind assurances of engineers that there will be no material adverse effect to the scenic beauty of the Falls, I propose through this exchange of notes that for the duration of the emergency and in all events subject to reconsideration by both Governments on October 1, 1942, an additional diversion for power purposes of 5,000 cubic feet per second be utilized on the United States side of the Niagara River above the Falls. In making this proposal this Government is prepared to give assurances that no objection will be raised to an additional diversion of 3,000 cubic feet per second on the Canadian side of the Niagara River above the Falls. It is also proposed that the engineers of the two Governments be instructed to take such steps as may be necessary with a view to initiating forthwith the construction of works designed to distribute the flow of water over the Falls in such a manner as to preserve their scenic beauty.

Moreover, the American Government proposes that upon the entry into effect of the Agreement for the Utilization of the Water in the Great Lakes—St. Lawrence Basin signed on March 19, 1941,<sup>3</sup> the foregoing arrangements will be subject to the provisions of Article IX of the Agreement, and that it will be open to the Commission appointed under the provisions of the Agreement and carrying out the duties imposed upon it, to take such action as may be necessary, and as may come within the scope of the Agreement with regard to diversions at Niagara.

If the foregoing is acceptable to the Government of Canada, this note and your reply thereto, when approved by the Senate, shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:  
A. A. BERLE, Jr.

The Honorable  
LEIGHTON McCARTHY,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION  
WASHINGTON  
May 20th, 1941

No. 301

SIR:

With reference to your note of May 20th, 1941, concerning the immediate and pressing needs for additional power in the Niagara Falls area for national defence purposes, I have the honour to inform you that the Government of

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<sup>3</sup> An agreement signed at Ottawa Mar. 19, 1931, was not perfected.

Canada concurs in the arrangements set forth in your note and is prepared to give assurances that no objection will be raised by the Government of Canada to an additional diversion of 5,000 cubic feet per second on the United States side of the Niagara River above the Falls.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

H. H. WRONG  
*For the Minister*

The Hon. CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

## IMPORT QUOTAS ON WHEAT

*Exchange of notes at Ottawa May 28, 1941*

*Entered into force May 28, 1941*

*Superseded July 1, 1949, by International Wheat Agreement <sup>1</sup>*

*Department of State Bulletin,  
May 31, 1941, p. 665*

*The American Minister to the Secretary of State for External Affairs*

No. 384

OTTAWA, CANADA, May 28, 1941

SIR:

1. I have been instructed to call to your attention the fact that due to legislative action looking toward an increase in the income of American wheat producers there has been a substantial rise in the price of wheat in the United States. As a result of this development the spread between the price of wheat in the United States and the price of wheat in Canada has materially widened, thus making practicable an abnormal importation of Canadian wheat into the United States for consumption.

2. In view of the prospects of a record carryover of wheat in the United States, prospects for a better than average wheat production this year and extremely limited possibilities for export, it is obvious that the United States is faced with a surplus problem of its own. Furthermore, the importation of appreciable quantities of wheat from Canada would materially interfere with the proposed wheat program of the United States set forth in the preceding paragraph.

3. In view of this situation, the Government of the United States regretfully finds it necessary on the basis of the findings of the United States Tariff Commission to place a limitation on the importation of Canadian wheat.<sup>2</sup> Such action, however, will not apply to the movement of Canadian wheat into the United States for milling in bond and export, or to Canadian wheat moving through the United States for export. In the latter connection, moreover, the Government of the United States is anxious to collaborate closely with Canadian wheat authorities in making the most effective use of the available storage facilities in the United States.

<sup>1</sup> TIAS 1957, *ante*, vol. 4, p. 800.

<sup>2</sup> See Proclamation 2489 dated May 28, 1941 (55 Stat. 1649).



4. In taking the action referred to above, the Government of the United States recognizes that the wheat problem is, in fact, an international problem and one in which the Governments of Canada and the United States have mutual interest. It is for this reason that the Government of the United States welcomes the recent indication of the Canadian Government of its willingness to resume discussions on an international basis of the whole wheat surplus problem. The Government of the United States accordingly proposes to extend invitations for such discussions in Washington in the near future.

5. In addition to such discussions, however, the Government of the United States feels that there is a need for continuing consultation between appropriate authorities of our two governments with a view to preventing to the fullest possible extent divergencies in our respective wheat programs and policies. It is believed such collaboration would be in accord with the purposes of the two governments to work toward a closer integration of the economies of both countries. The Government of the United States would accordingly welcome an expression of the views of the Canadian Government on this subject.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Minister*

OFFICE OF THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS  
CANADA

No. 89

OTTAWA, May 28th, 1941

SIR:

I have the honour to acknowledge receipt of your Note of May 28th, 1941, No. 384 and in reply to inform you that the Canadian Government appreciates fully the nature of the wheat program now being undertaken in the United States. In view of the circumstances described in your Note I am glad be able to assure you that Canada is prepared to cooperate by avoiding, so far as may be possible, any action which would be likely to embarrass your Government in the execution of measures designed to improve the domestic position of wheat producers in the United States.

2. The Canadian Government is gratified to note that nothing will be done to impede the movement through the United States of Canadian wheat destined for export from American seaboard ports, or for milling in bond for export. As you are aware this movement through the United States is

important in order to maintain the regular and continuous shipment of Canadian wheat overseas.

3. In view of the problem of surplus wheat with which the governments of almost all the major exporting countries are now confronted, and having in mind the altered conditions and prospects for trade resulting from the war, the Canadian Government welcomes the proposal that the discussions of this problem with the governments of the United States and other interested countries, should be resumed.

4. Apart from discussion of the international problem, the Canadian Government recognizes the value of, and is willing to participate in, continuing consultations on this subject as it affects the United States and Canada. It is assumed that these consultations will embrace such aspects of the problem as the mutually advantageous use of storage facilities in the United States and Canada, as well as all decisions in the field of wheat policy which, although taken by one Government, may have a bearing on the interest of the other.

Accept, Sir, the renewed assurances of my highest consideration.

W. L. MACKENZIE KING  
*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*Ottawa.*

## JOINT COMMITTEES ON ECONOMIC COOPERATION

*Aide memoire initialed at Washington March 17 and June 6 and 17,  
1941, with memorandum  
Entered into force June 17, 1941  
Terminated March 14, 1944<sup>1</sup>*

55 Stat. 1444; Executive Agreement Series 228

*The Canadian Legation to the Department of State*

MARCH 17TH, 1941

### AIDE-MEMOIRE

The Canadian Government have been giving consideration to the military, economic and social problems which are likely to arise in Canada unless steps are taken to examine the possibility of arranging for co-operation between the war-expanded industries of Canada and the United States or for their co-ordination or integration. It is the belief of the Canadian Government that the promotion of economy and efficiency during the present period of crisis, the solution of the problems which will be posed during the period of transition from war to peace, and adequate and effective provision for the continuing requirements of hemispheric defence, all demand that early and detailed study be given to this question. Such a study might include an examination of the possibility and advisability of preventing duplication and mutually injurious competition by arranging for co-operation between the two countries in the further definition of all strategic, critical and essential war materials, and in the establishment of stock piles of certain of them.

In the opinion of the Canadian Government, the present channels of communication between Ottawa and Washington do not provide adequate facilities for the detailed consideration of so complicated and technical a subject. It is for this reason that the Canadian Government have decided to approach the Government of the United States with the proposal which is outlined in the attached memorandum. This memorandum was recently submitted to the War Committee of the Canadian Cabinet and received the approval of that body.

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<sup>1</sup> For an announcement of dissolution of the joint committees, see *Department of State Bulletin*, Mar. 18, 1944, p. 264.

The Canadian Government attach great importance to the proposal. If it is accepted by the Government of the United States, they consider it desirable that an early start should be made by the Joint Committees of Inquiry, since the tasks to be assigned to them will inevitably involve protracted study. It is intended that the duties of the Committees should be strictly confined to investigation, study and report, and that decisions as to any action that may be required should be taken by the respective Governments after the Committees' reports have been presented.

CANADIAN LEGATION,  
WASHINGTON, D. C.  
H. W.

MEMORANDUM ON ECONOMIC COOPERATION WITH THE UNITED STATES

Pursuant to the approval of the War Committee of the Cabinet, on the recommendation of the Wartime Requirements Board, that a memorandum be drafted on a plan for exploring the possibility of a greater degree of economic cooperation with the United States in the war effort and in anticipating post-war economic consequences, we beg to submit the following:

1. *The Problem*

The objects of the proposal for increased economic cooperation with the United States are:

- (a) to effect a more economic, more efficient, and more coordinated utilization of the combined resources of the two countries in the production of war requirements, and
- (b) to minimize the probable post-war economic disequilibrium consequent upon the changes which the economy in each country is presently undergoing.

2. *Joint Committees of Inquiry*

We recommend that, for purposes of preliminary study, an informal committee of three persons be appointed by each Government. These committees should separately and collectively analyze the problems involved and report thereon as well as on the form of a more permanent organization, if the necessity of such an organization arises from their report. The reports should be made to the President of the United States, and to the Prime Minister of Canada, respectively.

Of the three members of the Canadian committee, we recommend that at least two be designated by the Department of Munitions and Supply, and one by the Department of Finance. In addition to these three members, it is

suggested that a liaison officer, representing the Department of External Affairs, should be appointed in order that the Secretary of State for External Affairs may be kept closely in touch with the activities of the committee. It is assumed that the United States will wish to appoint a similar liaison officer from the State Department, in order that the Secretary of State may be kept similarly informed. It is not intended that the liaison officers should be members of the committee or should participate in its work.

We desire to stress the importance of care being exercised in the selection of the personnel of the committee, having due regard to its functions which will involve a great deal of research and analysis.

### *3. Subject Matter of Study*

We recommend that the Joint Committees of Inquiry explore the following subjects and report thereon:

(a) The making of an inventory of the available supplies of materials in each country, an analysis of the probable needs for them, and the allocation of these materials between the two countries, with due regard to the necessary priorities;

(b) The policy of building up inventories of strategic or critical materials, such as rubber, tin, and steel alloys, and the amounts to be accumulated in each country, with special regard to materials of which the supply might be cut off because of unfavourable developments;

(c) The possibility, in some degree, of each country specializing in the production of finished and semi-finished articles which it can produce more economically and to greater advantage;

(d) The possibility, in some degree, of each country specializing in the production of materials; e.g., chemicals, steel, aluminum, brass, zinc, etc., etc., which it can produce more economically and to greater advantage.

(e) The most economic and efficient use of the shipping and port facilities of the two countries;

(f) The available power supply and the supply of coal and oil in each country;

(g) The exchange of technical knowledge relating to production, and the exchange of technicians between the two countries.

(h) Coordination of priority policies in each country.

(i) The exchange of information relating to the requirements of labour, materials and plant for production, and of current information relating to actual and anticipated production.

Subject to the approval of the Minister of Munitions and Supply, the committees might also consider the allocation of the output of machine tools

in the two countries, and the specialization on machine tool production in each country.

H. L. KEENLEYSIDE,  
Counsellor,  
Department of External Affairs.

H. CARL GOLDENBERG,  
Associate Director-General,  
Economics and Statistics Branch,  
Department of Munitions Supply.

OTTAWA,  
February 25th, 1941.

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*The Department of State to the Canadian Legation*

AIDE-MEMOIRE

The Government of the United States has given careful and sympathetic consideration to the suggestion made by the Canadian Government in its *Aide-Memoire* dated March 17th, 1941, transmitted to the Department of State through the Canadian Legation at Washington. Note has been taken of the belief of the Canadian Government that early and detailed study should be given to the possibility of arranging for cooperation between the war-expanded industries of Canada and the United States, or for their coordination or integration; and also of the belief of the Canadian Government that such a study might assist in promoting economy and efficiency during the present period of crisis, and during the period of transition from war to peace, and also in connection with the continuing requirements of hemispheric defense.

The Government of the United States agrees with the Canadian Government that present channels of communication between Ottawa and Washington would not provide adequate facilities for detailed consideration of certain of the subjects presented in the *Aide Memoire* of March 17th under reference, as further developed by the Memorandum on Economic Cooperation with the United States attached thereto. Developments occurring subsequent to the date of that note have, however, taken care of certain of the problems dealt with in the note under reference. More especially, direct contact has already been established between the officials of the Government of the United States and of the Government of Canada charged with priorities, and with production of war material. It would accordingly appear that a number of the topics mentioned in the "Memorandum on Economic Cooperation with the United States" are already being dealt with.

It is not considered desirable to entrust to the proposed committees jurisdiction over these specific contacts already established, except as the com-

mittees may from time to time, from their knowledge of the situation, feel it desirable to make recommendations.

The long range aspects of the problem, both those during the present emergency and those comprehended in the numbered paragraph (b) of the *Aide-Memoire* under reference, do not appear to be covered by existing arrangements.

Recognizing that the suggestion made by the Canadian Government has great importance, the Government of the United States agrees that joint committees of inquiry should be appointed to explore, subject to the foregoing observations, the possibility of a greater degree of economic cooperation between Canada and the United States,

“(a) To effect a more economic, more efficient and more coordinated utilization of the combined resources of the two countries in the production of defense requirements” (to the extent that this is not now being done); and

“(b) To minimize the probable post-war economic disequilibrium consequent upon the changes which the economy in each country is presently undergoing.”

To that end the Government of the United States has tentatively designated the following Committee: Mr. William L. Batt; Mr. Harry D. White; Professor Alvin H. Hansen; and Mr. E. Dana Durand.

If acceptable to the Canadian Government, the Government of the United States proposes to reserve the right to name Mr. A. A. Berle, Jr. to sit with the committees from time to time, as occasion may render desirable; and it is prepared to name Mr. L. D. Stinebower as liaison officer in order that the Secretary of State may be kept closely in touch with the activities of the committees.

The Government of the United States believes that the joint committees of inquiry should be given latitude to add to the specific list contained in the memorandum submitted by the Canadian Government such other topics as may appear properly to fall within the terms of reference implicit in the statement of the problem to be explored.

It is understood that the Canadian Government is prepared to appoint its committee of inquiry. Upon notification of the appointment of such committee, the Government of the United States will be happy to have it proceed to Washington, and to make arrangements permitting prompt undertaking of the work.

DEPARTMENT OF STATE,  
Washington, June 6, 1941

C.H.



*The Canadian Legation to the Department of State*

## AIDE MEMOIRE

The Government of Canada have learned with satisfaction that the Government of the United States are prepared to participate in the Economic Enquiry which was the subject of the Canadian Legation's *aide memoire* of March 17th, 1941, and of the Department of State's reply of June 6th, 1941. They are in general agreement with the proposals outlined in the Department of State's *aide memoire* of June 6th.

The Government of Canada have designated the following Committee:

Mr. R. A. C. Henry, Economics Adviser to the Minister of Munitions and Supply;

Professor W. A. Mackintosh, Special Assistant to the Deputy Minister of Finance;

Mr. D. A. Skelton, Chief of the Research Department, Bank of Canada; and

Mr. J. G. Bouchard, Assistant Deputy Minister of Agriculture.

If it is acceptable to the Government of the United States, the Government of Canada propose that the arrangement whereby the Honourable A. A. Berle, Jr., should meet with the Committees from time to time as occasion may render desirable should be extended likewise to Mr. H. L. Keenleyside of the Department of External Affairs. It is also proposed to designate a Canadian Liaison Officer in order that the Secretary of State for External Affairs may be kept directly informed of the work of the Committees; the name of the person so designated will be notified shortly.

CANADIAN LEGATION,

WASHINGTON, D.C.,

June 17th, 1941.

H. W.

## MILITARY OVERFLIGHTS

*Exchange of notes at Washington June 18 and 30, 1941*

*Entered into force June 30, 1941*

*Expired June 30, 1942*

Department of State files

*The Secretary of State to the Canadian Minister*

JUNE 18, 1941

SIR:

I have the honor to refer to the Legation's note no. 272 of September 19, 1940,<sup>1</sup> informing the Department of State that the appropriate Canadian authorities would have no objection to United States Army, Navy and Coast Guard aircraft, en route from continental United States to Alaska and return, flying over Canadian territory in British Columbia and the Yukon, and over Canadian waters in the Pacific, during the period ending June 30, 1941, provided the following conditions are observed:

(a) That the Air Officer Commanding, Western Air Command, Belmont Building, Victoria, B.C., be notified twenty-four hours in advance of the details of each proposed flight and be informed in the event of a forced landing in Canadian territory or Canadian territorial waters.

(b) That aircraft do not fly over any prohibited area included in Schedule "A" of the Defence Air Regulations 1940 as set forth in Order in Council P.C. 1890 of May 9, 1940.

I should be pleased if you would ascertain from your Government whether it would be disposed to renew this blanket permission for the period ending June 30, 1942.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

A. A. BERLE, Jr.

The Honorable

LEIGHTON McCARTHY, K.C.,

*Minister of Canada.*

<sup>1</sup> *Ante*, p. 194.

*The Canadian Minister to the Secretary of State*CANADIAN LEGATION  
WASHINGTON*June 30, 1941*

No. 420

SIR,

I have the honour to acknowledge receipt of your note of June 18, 1941, enquiring whether the Canadian Government would be disposed to renew the blanket permission given for United States Army, Navy and Coast Guard aircraft en route from continental United States to Alaska and return, to fly over Canadian territory in British Columbia and the Yukon, and over Canadian waters in the Pacific, during the period ending June 30, 1941.

It gives me pleasure to inform you that the Canadian Government has renewed this blanket permission for the period ending June 30, 1942, subject to the two conditions set forth in your note under reference.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

H. H. WRONG  
*For the Minister*The Honourable CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

## VISITS IN UNIFORM BY MEMBERS OF DEFENSE FORCES

*Exchange of notes at Ottawa August 28 and September 4, 1941  
Entered into force September 11, 1941*

55 Stat. 1551; Executive Agreement Series 233

*The American Minister to the Acting Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, August 28, 1941*

No. 474

SIR:

With a view to securing greater uniformity of practice in the matter of the wearing of uniform by unarmed members of the United States Army and Navy when visiting Canada, and by unarmed members of the Canadian forces when visiting the United States, and to adopting on a reciprocal basis a more liberal regime than has prevailed hitherto, my Government suggests that the following procedure may be agreed upon:

Unarmed members of the military, naval and air forces of each country may travel in uniform to the other country and wear uniform while within the other country provided:

(1) that the privileges thus granted to military personnel shall not be construed as waiving or modifying in any way Immigration regulations of the other country, or permit the actual movement of troops by one country through the territory of the other, and

(2) that military personnel of one country proceeding to the territory of the other shall have in their possession valid military papers, i.e., "leave of absence" papers, soldier's "pass", or a Navy "identification card" or Naval "leave ticket" if travelling for personal reasons; or "official orders" if travelling on duty.

This note and your reply, accepting my Government's proposals, will together constitute an arrangement that becomes effective the 7th day from the date of your reply. It is understood that the arrangement is terminable by either Government on notice, and that it will supersede the arrangement effected between the two Governments by the exchange of notes dated March

7, April 5 and June 22, 1939,<sup>1</sup> as amended by the further exchange of notes dated May 17 and May 29, 1940.<sup>2</sup>

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE ACTING SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Acting Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 158

OTTAWA, *September 4, 1941*

SIR,

I have the honour to refer to your note of August 28, No. 474, concerning the proposed arrangements for governing the wearing of uniforms by members of the United States forces when visiting Canada and by members of the Canadian forces when visiting the United States, and wish to state that the suggested arrangement, which will become effective the 7th day from the date of this reply, is agreeable to this Government.

It is understood that this arrangement is terminable by either Government on notice, and that it will supersede the arrangement effected between the two Governments by the exchange of notes dated March 7th, April 5th and June 22nd, 1939, as amended by the further exchange of notes dated May 17th and May 29th, 1940.

Accept, Sir, the renewed assurances of my highest consideration.

LAURENT BEAUDRY  
for the  
*Acting Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*Legation of the United States of America,  
Ottawa, Canada.*

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<sup>1</sup> EAS 157, *ante*, p. 157.

<sup>2</sup> EAS 233, *ante*, p. 180.

## LOAD-LINE REGULATIONS FOR SHIPS ON GREAT LAKES

*Exchange of notes at Washington July 22, September 5, and October 20, 1941*

*Entered into force October 20, 1941*

*Terminated December 27, 1945<sup>1</sup>*

Department of State files

*The Canadian Minister to the Acting Secretary of State*

CANADIAN LEGATION

WASHINGTON

*July 22, 1941*

No. 462

SIR,

I have the honour to inform you that representatives have been made to the Canadian Department of Transport that, owing to the scarcity of ships, difficulty is being experienced in transporting ore on the Great Lakes, and it is expected that unless more means of transportation are provided it will be impossible to have a large amount of this ore moved this year.

The Department of Transport is of the opinion that if some relaxations were allowed in the Load Line Rules for ships making voyages on Lakes or Rivers, approved by Order in Council of August 6th, 1937, which would allow of deeper loading of ships, it would help to a great extent in this difficulty. Accordingly the Department of Transport is prepared to recommend certain relaxations.

The Load Line Rules for the Great Lakes in force in Canada have been recognized by the United States Government as being equivalent to their Load Line Rules, and the Government of Canada has likewise recognized the United States Load Line Rules for the Great Lakes.

Accordingly I have been directed to inform you that the Government of Canada is considering relaxing the Load Line Rules for ships making voyages on Lakes or Rivers by allowing lesser freeboards in certain ships. The proposed relaxations will be substantially the same as the relaxations allowed by a recent Regulation made by the Department of Commerce of the United

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<sup>1</sup> Three months after publication in *Federal Register* (10 Fed. Reg. 12163) of notice of rescission of part 47 of Load-line Regulations.

States Government, entitled Part 47, Temporary Variance for Sea and Great Lakes Coastwise Voyages, signed by the Acting Secretary of Commerce, and dated July 5, 1941, it being noted that this Regulation does not at present apply to any but vessels engaged in coastwise voyages in the United States and to voyages between ports in the United States on the Great Lakes.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

LEIGHTON McCARTHY

The Honourable

THE ACTING SECRETARY OF STATE OF THE UNITED STATES  
*Washington, D.C.*

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*The Secretary of State to the Canadian Minister*

SEPTEMBER 5, 1941

SIR:

I have the honor to refer again to your note no. 462 of July 22, 1941 informing this Government that the Government of Canada is considering relaxing the Load Line Rules for ships making voyages on lakes or rivers by allowing lesser freeboards in certain ships.

I have now been informed by the Department of Commerce that the Department agrees that during the emergency proclaimed by the President of the United States on May 27, 1941 if Canadian vessels entering United States ports are marked with load lines under regulations essentially the same as those contained in Part 47 of the Load Line Regulations of the Department of Commerce, such marks will be authorized as equivalent to the marks placed on American vessels provided the Canadian Government likewise will recognize in Canadian ports the marks placed on United States vessels in accordance with the Department of Commerce regulations referred to. For the use of the Canadian authorities in this connection there are enclosed four copies of Part 47 of the Load Line Regulations of the United States.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

BRECKINRIDGE LONG

Enclosure: <sup>2</sup>

Part 47 (4 copies).

The Honourable

LEIGHTON McCARTHY, K.C.,  
*Minister of Canada.*

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<sup>2</sup> Not printed here.



*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*October 20, 1941*

No. 645

SIR:

I have the honour to refer to your Note of September 5th, and to state that I am instructed by the Secretary of State for External Affairs to inform you that the Government of Canada will grant reciprocity of treatment in the matter of Load Line Rules on the Great Lakes, as suggested in your Note under reference.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

LEIGHTON MCCARTHY

The Hon. CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

## RAISING OF LEVEL OF LAKE ST. FRANCIS

*Exchange of notes at Washington November 10, 1941*

*Entered into force November 10, 1941*

*Extended by agreements of October 5 and 9, 1942;<sup>1</sup> October 5 and 9, 1943;<sup>2</sup> and August 31 and September 7, 1944<sup>3</sup>*

56 Stat. 1832; Executive Agreement Series 291

*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*November 10th, 1941*

No. 682

SIR:

I have the honour, on the instructions of my Government, to enquire whether the Government of the United States would agree to a temporary raising of the level of Lake St. Francis during low water periods, for the reasons and in the circumstances hereinafter set out:

1. The Beauharnois Light, Heat and Power Company has for some years, under the authority of the Parliament and Government of Canada, diverted water from Lake St. Francis for the development of hydro-electric power.

2. In order to conserve the supply of power in the lower St. Lawrence, which is needed to continue the existing export of power for aluminum production at Massena, New York, the Company have asked the Canadian Government for authority to maintain the level of Lake St. Francis at 152.0 during low water periods, subject to the maintenance of the normal regimen of the Lake for levels above that elevation.

3. During these periods the water level of the Lake has fallen to 150.0 and may even fall to a lower level, whereas the mean level of the Lake is 151.7 and the normal high water 154.0. Extreme high water may go to above elevation 155.75.

4. To provide for the maintenance of the Lake level, the Company is presently installing a temporary dam to partially close the existing gap at the head of the Coteau Rapids, and have in contemplation for next season the

<sup>1</sup> 56 Stat. 1832; EAS 291.

<sup>2</sup> 57 Stat. 1366; EAS 377.

<sup>3</sup> 58 Stat. 1437; EAS 424.

construction of a permanent dam to close the gap completely, but this will not assure their output during low water periods unless they are permitted to maintain the Lake level at 152.0 as above. The regulation of the level of the Lake to 152.0 will not only be of benefit to the Beauharnois output in this vital period but will assure continuous 14 ft. depth for navigation in the Cornwall Canal, and may maintain more satisfactory shore conditions during low water periods.

5. The proposal would result in an increase, in low water periods, in the natural levels on the United States side of the St. Lawrence River near the head of Lake St. Francis.

In view of the importance to both Canada and the United States of America of the conservation of the power supply in this area, the Canadian Government proposes that both Governments should agree to permit the maintenance of the level of Lake St. Francis at 152.0 during low water periods, subject to the maintenance of the normal regimen of the Lake for levels above that elevation. The proposed agreement would expire on October 1st, 1942.

If the foregoing is acceptable to your Government, this note and your reply thereto shall be regarded as constituting a special agreement between the two Governments within the meaning of Article 4 of the Boundary Waters Treaty of 1909.<sup>4</sup>

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

H. H. WRONG  
*For the Minister*

The Hon. CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE  
WASHINGTON  
*November 10, 1941*

SIR:

I have the honor to inform you that the Government of the United States concurs in the proposals contained in your note of November 10 regarding the temporary raising of the level of Lake St. Francis during low water periods. The Government of the United States attaches importance to the understanding that this agreement authorizing the raising of the level of Lake St.

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<sup>4</sup> TS 548, *post*, UNITED KINGDOM.

Francis is temporary, and that this action shall not be deemed to create any vested or other right calling for or implying an extension of the authority to raise the level of Lake St. Francis beyond October 1, 1942.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

A. A. BERLE, Jr.

The Honorable

LEIGHTON MCCARTHY, K.C.,

*Minister of Canada.*

## DIVERSION OF WATERS OF NIAGARA RIVER

*Exchange of notes at Washington October 27 and November 27, 1941, supplementing agreement of May 20, 1941*

*Senate advice and consent to ratification November 27, 1941, subject to elimination of paragraph relating to article IX of agreement of March 19, 1941*

*Approved by the President of the United States, subject to elimination of above-mentioned paragraph, November 27, 1941*

*Entered into force November 27, 1941*

*Terminated October 10, 1950, by treaty of February 27, 1950*<sup>1</sup>

55 Stat. 1380; Executive Agreement Series 223

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

October 27, 1941

SIR:

I have the honor to refer to the exchange of notes of May 20, 1941<sup>2</sup> regarding increased diversions of water for power purposes at Niagara Falls, and to conversations that have recently taken place between officials of the Governments of the United States and Canada regarding the urgent need for additional power in the Niagara Falls area.

In my note of May 20, with which you agreed on behalf of the Canadian Government, I said, in part:

"In view of the above, and having in mind assurances of engineers that there will no material adverse effect to the scenic beauty of the Falls, I propose through this exchange of notes that for the duration of the emergency and in all events subject to reconsideration by both Governments on October 1, 1942, an additional diversion for power purposes of 5,000 cubic feet per second be utilized on the United States side of the Niagara River above the Falls. In making this proposal this Government is pre-

<sup>1</sup> 1 UST 694; TIAS 2130.

<sup>2</sup> EAS 209, *ante*, p. 217.

pared to give assurances that no objection will be raised to an additional diversion of 3,000 cubic feet per second on the Canadian side of the Niagara River above the Falls. It is also proposed that the engineers of the two Governments be instructed to take such steps as may be necessary with a view to initiating forthwith the construction of works designed to distribute the flow of waters over the Falls in such a manner as to preserve their scenic beauty.

"Moreover, the American Government proposes that upon the entry into effect of the Agreement for the Utilization of the Water in the Great Lakes-St. Lawrence Basin signed on March 19, 1941,<sup>3</sup> the foregoing arrangements will be subject to the provisions of Article IX of the Agreement, and that it will be open to the Commission appointed under the provisions of the Agreement and carrying out the duties imposed upon it, to take such action as may be necessary, and as may come within the scope of the Agreement with regard to diversions at Niagara."

I am advised by the defense authorities of this Government and by the Federal Power Commission that, notwithstanding the additional diversions authorized in May, there is now a gravely urgent need for more power in the Niagara Falls area for manufacturing vitally necessary to the United States National Defense and Lease-Lend Programs. I understand that a similar need exists on the Canadian side.

On the United States side in this area there is idle equipment which could at once utilize an additional diversion for power purposes of 7,500 cubic feet per second. I understand that, on the Canadian side, the existing equipment is in the course of normal operations fully used only in daytime hours and that, if fully used during the night hours, it could utilize an additional diversion amounting, in the daily aggregate, to 6,000 cubic feet per second.

I propose therefore that, for the duration of the emergency and in any event subject to reconsideration on October 1, 1942:

1. The Canadian Government will raise no objection to an additional diversion for power purposes of 7,500 cubic feet per second, in terms of the daily aggregate, through existing facilities, on the United States side of the Niagara River above the Falls, and

2. The United States Government will raise no objection to an additional diversion for power purposes of 6,000 cubic feet per second, in terms of the daily aggregate, through existing facilities, on the Canadian side of the Niagara River above the Falls.

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<sup>3</sup> An agreement signed at Ottawa Mar. 19, 1941, was not perfected.

These diversions would be subject to an operating margin of one percent of the total diversions whether authorized by this agreement or otherwise, and could be exceeded to that extent in order to provide for small excesses which may occur at times in the interest of efficient operation.

Upon acceptance of these proposals by your Government, it will be even more important than it was earlier in the year to proceed with the construction, in the 1942 open season, of remedial works. The United States—St. Lawrence Advisory Committee and the Canadian Temporary Great Lakes—St. Lawrence Basin Committee (created pursuant to the Exchange of Notes of October 14, 1940) <sup>4</sup> should be instructed immediately by the respective Governments to concert for the purpose of jointly recommending to the two Governments—(1) the exact nature and design of the works that should be constructed in 1942, and (2) the allocation of the task of construction as between the two Governments. Upon the recommendations being accepted by the two Governments, and the acceptance notified to each other, the construction would be undertaken pursuant to the recommendations. The total cost of the works would be divided equally between the two Governments regardless of the allocation of the task of construction.

The United States Government proposes further that upon the entry into effect of the Agreement for the Utilization of the Water in the Great Lakes—St. Lawrence Basin signed on March 19, 1941, the foregoing arrangements will be subject to the provisions of Article IX of the Agreement, and that it will be open to the Commission appointed under the provisions of the Agreement and carrying out the duties imposed upon it, to take such action as may be necessary, and as may come within the scope of the Agreement with regard to diversions at Niagara.<sup>5</sup>

If the foregoing is acceptable to the Government of Canada, this note and your reply thereto, when approved by the Senate, will be regarded as placing on record the agreement of the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:  
A. A. BERLE, Jr.

The Honorable  
LEIGHTON McCARTHY, K.C.,  
*Minister of Canada.*

<sup>4</sup> EAS 187, *ante*, p. 199.

<sup>5</sup> The Senate of the United States gave its advice and consent to the ratification of the arrangement subject to the elimination of this paragraph.



*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*October 27th, 1941*

No. 651

SIR:

I have the honour to inform you that the Canadian Government concurs in the proposals set forth in your note of October 27th, 1941, regarding the utilization of water for power purposes at Niagara Falls.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

H. H. WRONG

*For the Minister*

The Hon. CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*November 27, 1941*

SIR:

I have the honor to refer to the exchange of notes between the Department of State and your Legation on October 27, 1941, regarding the temporary diversion at Niagara Falls of additional quantities of water for reasons of national defense.

On November 27, 1941, the Senate gave its advice and consent to ratification of this exchange of notes subject to the elimination from my note of October 27, 1941, of the paragraph reading as follows:

"The United States Government proposes further that, upon the entry into effect of the agreement for the utilization of the water in the Great Lakes-St. Lawrence Basin signed on March 19, 1941, the foregoing arrangements will be subject to the provisions of article IX of the agreement, and that it will be open to the Commission appointed under the provisions of the agreement and carrying out the duties imposed upon it to take such action as may be necessary and as may come within the scope of the agreement with regard to diversions at Niagara."

It is requested that you inform me whether the Canadian Government has any objection to the elimination of the above-mentioned paragraph.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:  
ADOLF A. BERLE, Jr.

The Honorable  
LEIGHTON MCCARTHY, K.C.,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION  
WASHINGTON  
November 27th, 1941

No. 722

SIR:

With reference to your note of November 27th, 1941, concerning the Exchange of Notes regarding the temporary diversion at Niagara Falls of additional quantities of water for reasons of national defence, I have the honour to inform you that the Canadian Government has no objection to the elimination of the paragraph in question from your note of October 27th, 1941.

I have the honour to be, with the highest consideration, Sir,

Your most obedient, humble servant,

H. H. WRONG  
*For the Minister*

The Hon. CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

## DOUBLE TAXATION: TAXES ON INCOME

*Convention and protocol signed at Washington March 4, 1942*

*Senate advice and consent to ratification May 28, 1942*

*Ratified by the President of the United States June 4, 1942*

*Ratified by Canada June 12, 1942*

*Ratifications exchanged at Washington June 15, 1942*

*Entered into force June 15, 1942; operative from January 1, 1941*

*Proclaimed by the President of the United States June 17, 1942*

*Article XI, paragraph 2, terminated December 20, 1960, by exchange of notes at Washington January 12 and 23, 1961<sup>1</sup>*

*Supplemented and modified by conventions of June 12, 1950;<sup>2</sup> August 8, 1956;<sup>3</sup> and October 25, 1966<sup>4</sup>*

56 Stat. 1399; Treaty Series 983

### CONVENTION

The Government of the United States of America and the Government of Canada, being desirous of further promoting the flow of commerce between the two countries, of avoiding double taxation and of preventing fiscal evasion in the case of income taxes, have decided to conclude a Convention and for that purpose have appointed as their Plenipotentiaries:

Mr. Sumner Welles, Acting Secretary of State of the United States of America; and

Mr. Leighton McCarthy, K.C., Envoy Extraordinary and Minister Plenipotentiary of Canada 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

An enterprise of one of the contracting States is not subject to taxation by the other contracting State in respect of its industrial and commercial profits except in respect of such profits allocable in accordance with the Articles of this Convention to its permanent establishment in the latter State.

<sup>1</sup> Not printed.

<sup>2</sup> 2 UST 2235; TIAS 2347.

<sup>3</sup> 8 UST 1619; TIAS 3916.

<sup>4</sup> 18 UST 3186; TIAS 6415.

No account shall be taken in determining the tax in one of the contracting States, of the mere purchase of merchandise effected therein by an enterprise of the other State.

## ARTICLE II

For the purposes of this Convention, the term "industrial and commercial profits" shall not include income in the form of rentals and royalties, interest, dividends, management charges, or gains derived from the sale or exchange of capital assets.

Subject to the provisions of this Convention such items of income shall be taxed separately or together with industrial and commercial profits in accordance with the laws of the contracting States.

## ARTICLE III

1. If an enterprise of one of the contracting States has a permanent establishment in the other State, there shall be attributed to such permanent establishment the net industrial and commercial profit 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. Such net profit will, in principle, be determined on the basis of the separate accounts pertaining to such establishment.

2. The competent authority of the taxing State may, when necessary, in execution of paragraph 1 of this Article, rectify the accounts produced, notably to correct errors and omissions or to reestablish the prices or remunerations entered in the books at the value which would prevail between independent persons dealing at arm's length.

3. If (a) an establishment does not produce an accounting showing its own operations, or (b) the accounting produced does not correspond to the normal usages of the trade in the country where the establishment is situated, or (c) the rectifications provided for in paragraph 2 of this Article cannot be effected the competent authority of the taxing State may determine the net industrial and commercial profit by applying such methods or formulae to the operations of the establishment as may be fair and reasonable.

4. To facilitate the determination of industrial and commercial profits allocable to the permanent establishment, the competent authorities of the contracting States may consult together with a view to the adoption of uniform rules of allocation of such profits.

## ARTICLE IV

1. (a) When a United States enterprise, by reason of its participation in the management or capital of a Canadian enterprise, makes or imposes on the latter, in their commercial or financial relations, conditions different from those which would be made with an independent enterprise, any profits which should normally have appeared in the balance sheet of the Canadian

enterprise but which have been, in this manner, diverted to the United States enterprise, may be incorporated in the taxable profits of the Canadian enterprise, subject to applicable measures of appeal.

(b) In order to effect the inclusion of such profits in the taxable profits of the Canadian enterprise, the competent authority of Canada may, when necessary, rectify the accounts of the Canadian enterprise, notably to correct errors and omissions or to reestablish the prices or remuneration entered in the books at the values which would prevail between independent persons dealing at arm's length. To facilitate such rectification the competent authorities of the contracting States may consult together with a view to such determination of profits of the Canadian enterprise as may appear fair and reasonable.

2. The same principle applies, *mutatis mutandis*, in the event that profits are diverted from a United States enterprise to a Canadian enterprise.

#### ARTICLE V

Income which an enterprise of one of the contracting States derives from the operation of ships or aircraft registered in that State shall be exempt from taxation in the other contracting State.

The present Convention will not be deemed to affect the exchange of notes between the United States of America and Canada, dated August 2 and September 17, 1928,<sup>5</sup> providing for relief from double income taxation on shipping profits.

#### ARTICLE VI

Wages, salaries and similar compensation paid by the Government, or any agency or instrumentality thereof, of one of the contracting States or by the political subdivisions or territories or possessions thereof to citizens of such State residing in the other State shall be exempt from taxation in the latter State.

Pensions and life annuities derived from within one of the contracting States and paid to individuals residing in the other contracting State shall be exempt from taxation in the former State.

#### ARTICLE VII

1. A resident of Canada shall be exempt from United States income tax upon compensation for labor or personal services performed within the United States of America if he conforms to either of the following conditions:

(a) He is temporarily present within the United States of America for a period or periods not exceeding a total of one hundred and eighty-three days during the taxable year and such compensation (A) is received for labor

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<sup>5</sup> EAS 4, *ante*, p. 23.

or personal services performed as an employee of, or under contract with, a resident or corporation or other entity of Canada and (B) does not exceed \$5,000 in the aggregate during such taxable year; or (b) he is temporarily present in the United States of America for a period or periods not exceeding a total of ninety days during the taxable year and the compensation received for such services does not exceed \$1,500 in the aggregate during such taxable year.

2. The provisions of paragraph 1 (a) of this Article shall have no application to the professional earnings of such individuals as actors, artists, musicians and professional athletes.

3. The provisions of paragraphs 1 and 2 of this Article shall apply, *mutatis mutandis*, to a resident of the United States of America deriving compensation for personal services performed within Canada.

#### ARTICLE VIII

Gains derived in one of the contracting States from the sale or exchange of capital assets by a resident or a corporation or other entity of the other contracting State shall be exempt from taxation in the former State, provided such resident or corporation or other entity has no permanent establishment in the former State.

#### ARTICLE IX

Students or business apprentices from one of the contracting States residing in the other contracting State for purposes of study or for acquiring business experience shall not be taxable by the latter State in respect of remittances received by them from within the former State for the purposes of their maintenance or studies.

#### ARTICLE X

Income derived from sources within one of the contracting States by a religious, scientific, literary, educational, or charitable organization of the other contracting State shall be exempt from taxation in the State from which the income is derived if, within the meaning of the laws of both contracting States, such organization would have been exempt from income tax.

#### ARTICLE XI<sup>6</sup>

1. The rate of income tax imposed by one of the contracting States, in respect of income derived from sources therein, upon individuals residing in, or corporations organized under the laws of, the other contracting State, and not engaged in trade or business in the former State and having no office or place of business therein, shall not exceed 15 percent for each taxable year.

<sup>6</sup> Para. 2 of art. XI terminated Dec. 20, 1960, by exchange of notes at Washington Jan. 12 and 23, 1961.

2. Notwithstanding the provisions of paragraph 1 of this Article, income tax in excess of 5 percent shall not be imposed by one of the contracting States in respect of dividends paid by a subsidiary corporation organized under the laws of such State, or of a political subdivision thereof, to a parent corporation organized under the laws of the other contracting State, or of a political subdivision thereof: Provided, however, That this paragraph shall not apply if the competent authority in the former State is satisfied that the corporate relationship between the two corporations has been arranged or is maintained primarily with the intention of taking advantage of this paragraph.

3. Notwithstanding the provisions of Article XXII of this Convention, paragraph 1 or paragraph 2, or both, of this Article, may be terminated without notice on or after the termination of the three-year period beginning with the effective date of this Convention by either of the contracting States imposing a rate of income tax in excess of the rate of 15 percent prescribed in paragraph 1 or in excess of the rate of 5 percent prescribed in paragraph 2.

4. The provisions of this Article shall not be construed so as to contravene the Tax Convention between the United States of America and Canada, effective January 1, 1936, to April 29, 1941.<sup>7</sup>

#### ARTICLE XII

Dividends and interest paid on or after the effective date of this Convention by a corporation organized under the laws of Canada to individual residents of Canada, other than citizens of the United States of America, or to corporations organized under the laws of Canada shall be exempt from all income taxes imposed by the United States of America.

#### ARTICLE XIII

Corporations organized under the laws of Canada, more than 50 percent of the outstanding voting stock of which is owned directly or indirectly throughout the last half of the taxable year by individual residents of Canada, other than citizens of the United States of America, shall be exempt from any taxes imposed by the United States of America with respect to accumulated or undistributed earnings, profits, income or surplus of such corporations. With respect to corporations organized under the laws of Canada not exempt from such taxes under the provisions of this Article the competent authorities of the two contracting States will consult together.

#### ARTICLE XIV

1. (a) The United States income tax liability for any taxable year beginning prior to January 1, 1936, of any individual resident of Canada,

<sup>7</sup> TS 920, *ante*, p. 86.



other than a citizen of the United States of America, or of any corporation organized under the laws of Canada, remaining unpaid as of the date of signature of this Convention may be adjusted on a basis satisfactory to the Commissioner: 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 Revenue Act of 1936 as modified by the Tax Convention between the United States of America and Canada, effective January 1, 1936, to April 29, 1941 (except in the case of a corporation organized under the laws of Canada more than 50 percent of the outstanding voting stock of which was owned directly or indirectly throughout the last half of the taxable year by citizens or residents of the United States of America) and

(B) Articles XII and XIII of this Convention had been in effect for such year.

If the taxpayer was not, within the meaning of the Revenue Act of 1936, engaged in trade or business within the United States of America 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.

(b) The United States income tax liability remaining unpaid as of the date of signature of this Convention for any taxable year beginning after December 31, 1935 and prior to January 1, 1941, in the case of any individual resident of Canada, other than a citizen of the United States of America, or in the case of any corporation organized under the laws of Canada shall be determined as if the provisions of Articles XII and XIII of this Convention had been in effect for such year.

2. The provisions of paragraph 1 of this Article shall not apply—

(a) Unless the taxpayer files with the Commissioner within two years from the date of signature of this Convention a request that such tax liability be so adjusted together with such information as the Commissioner may require;

(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 XV

In accordance with the provisions of Section 8 of the Income War Tax Act as in effect on the day of the entry into force of this Convention, Canada agrees to allow as a deduction from the Dominion income and excess profits taxes on any income which was derived from sources within the

United States of America and was there taxed, the appropriate amount of such taxes paid to the United States of America.

In accordance with the provisions of Section 131 of the United States Internal Revenue Code as in effect on the day of the entry into force of this Convention, the United States of America agrees to allow as a deduction from the income and excess profits taxes imposed by the United States of America the appropriate amount of such taxes paid to Canada.

#### ARTICLE XVI

Where a taxpayer shows proof that the action of the revenue authorities of the contracting States has resulted in double taxation in his case in respect of any of the taxes to which the present Convention relates, he shall be entitled to lodge a claim with the State of which he is a citizen or resident, or, if the taxpayer is a corporation or other entity, with the State in which it was created or organized. If the claim should be deemed worthy of consideration, the competent authority of such State may consult with the competent authority of the other State to determine whether the double taxation in question may be avoided in accordance with the terms of this Convention.

#### ARTICLE XVII

Notwithstanding any other provision of this Convention, the United States of America in determining the income and excess profits taxes, including all surtaxes, of its citizens or residents or corporations, may include in the basis upon which such taxes are imposed all items of income taxable under the revenue laws of the United States of America as though this Convention had not come into effect.

#### ARTICLE XVIII

The competent authorities of the two contracting States may prescribe regulations to carry into effect the present Convention within the respective States and rules with respect to the exchange of information.

The competent authorities of the two contracting States may communicate with each other directly for the purpose of giving effect to the provisions of the present Convention.

#### ARTICLE XIX

With a view to the prevention of fiscal evasion, each of the contracting States undertakes to furnish to the other contracting State, as provided in the succeeding Articles of this Convention, the information which its competent authorities have at their disposal or are in a position to obtain under its revenue laws in so far as such information may be of use to the authorities of the other contracting State in the assessment of the taxes to which this Convention relates.

The information to be furnished under the first paragraph of this Article, whether in the ordinary course or on request, may be exchanged directly between the competent authorities of the two contracting States.

## ARTICLE XX

1. The competent authorities of the United States of America shall forward to the competent authorities of Canada as soon as practicable after the close of each calendar year the following information relating to such calendar year:

The names and addresses of all persons whose addresses are within Canada and who derive from sources within the United States of America dividends, interest, rents, royalties, salaries, wages, pensions, annuities, or other fixed or determinable annual or periodical profits and income, showing the amount of such profits and income in the case of each addressee.

2. The competent authorities of Canada shall forward to the competent authorities of the United States of America as soon as practicable after the close of each calendar year the following information relating to such calendar year:

(a) The names and addresses of all persons whose addresses are within the United States of America and who derive from sources within Canada dividends, interest, rents, royalties, salaries, wages, pensions, or other fixed or determinable annual or periodical profits and income, showing the amount of such profits and income in the case of each addressee.

(b) The names and addresses of all persons whose addresses are outside of Canada and who derive through a nominee, or agent, or custodian in Canada income from sources within the United States of America, and who are not entitled to the reduced rate at 15 percent with respect to such income provided in Article XI of this Convention, showing the amount of such income in the case of each addressee.

(c) The names and addresses, where available, of persons whose addresses are outside of Canada and who derive dividends during the calendar year from corporations organized under the laws of Canada, more than 50 percent of the gross income of which is derived from sources within the United States of America, showing the amount of such dividends in each case.

(d) The names and addresses of all persons whose addresses are within the United States of America and who beneficially or of record own stocks or bonds, debentures or other securities, or evidences of funded indebtedness, of any company taxed in Canada as a Non-Resident-Owned Investment Corporation. The term "Non-Resident-Owned Investment Corporation" shall have the same meaning as when used in the Income War Tax Act of Canada.

## ARTICLE XXI

1. If the Minister in the determination of the income tax liability of any person under any of the revenue laws of Canada deems it necessary to secure the cooperation of the Commissioner, the Commissioner may, upon request, furnish the Minister such information bearing upon the matter as the Commissioner is entitled to obtain under the revenue laws of the United States of America.

2. If the Commissioner in the determination of the income tax liability of any person under any of the revenue laws of the United States of America deems it necessary to secure the cooperation of the Minister, the Minister may, upon request, furnish the Commissioner such information bearing upon the matter as the Minister is entitled to obtain under the revenue laws of Canada.

## ARTICLE XXII

This Convention and the accompanying Protocol which shall be considered to be an integral part of the Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

This Convention and Protocol shall become effective on the first day of January 1941. They shall continue effective for a period of three years from that date and indefinitely after that period, but may be terminated by either of the contracting States at the end of the three-year period or at any time thereafter provided that, except as otherwise specified in the case of Article XI, at least six months prior notice of termination has been given, the termination to become effective on the first day of January following the expiration of the six-month period.

Done in duplicate, at Washington, this fourth day of March, 1942.

SUMNER WELLES [SEAL]

LEIGHTON MCCARTHY [SEAL]

## PROTOCOL

At the moment of signing the Convention for the avoidance of double taxation, and the establishment of rules of reciprocal administrative assistance in the case of income taxes, this day concluded between the United States of America and Canada, the undersigned plenipotentiaries have agreed upon the following provisions and definitions:

1. The taxes referred to in this Convention are:

(a) for the United States of America:

the Federal income taxes, including surtaxes, and excess-profits taxes.

(b) for Canada:

the Dominion income taxes, including surtaxes, and excess-profits taxes.

2. In the event of appreciable changes in the fiscal laws of either of the contracting States, the Governments of the two contracting States will consult together.

3. As used in this Convention:

(a) the terms "person", "individual" and "corporation", shall have the same meanings, respectively, as they have under the revenue laws of the taxing State or the State furnishing the information, as the case may be;

(b) the term "enterprise" includes every form of undertaking, whether carried on by an individual, partnership, corporation or any other entity;

(c) the term "enterprise of one of the contracting States" means, as the case may be, "United States enterprise" or "Canadian enterprise";

(d) the term "United States enterprise" means an enterprise carried on in the United States of America by an individual resident in the United States of America, or by a corporation, partnership or other entity created or organized in or under the laws of the United States of America, or of any of the States or Territories of the United States of America;

(e) the term "Canadian enterprise" is defined in the same manner *mutatis mutandis* as the term "United States enterprise";

(f) the term "permanent establishment" includes branches, mines and oil wells, farms, timber lands, plantations, factories, workshops, warehouses, offices, agencies and other fixed places of business of an enterprise, but does not include a subsidiary corporation.

When an enterprise of one of the contracting States carries on business in the other contracting State through an employee or agent established there, who has general authority to contract for his employer or principal or has a stock of merchandise from which he regularly fills orders which he receives, such enterprise shall be deemed to have a permanent establishment in the latter State.

The fact that an enterprise of one of the contracting States has business dealings in the other contracting State through a commission agent, broker or other independent agent or maintains therein an office used solely for the purchase of merchandise shall not be held to mean that such enterprise has a permanent establishment in the latter State.

4. The term "Minister", as used in this Convention, means the Minister of National Revenue of Canada or his duly authorized representative. The term "Commissioner", as used in this Convention, means the Commissioner of Internal Revenue of the United States of America, or his duly authorized representative. The term "competent authority", as used in this Convention, means the Commissioner and the Minister and their duly authorized representatives.

5. The term "United States of America", when used in a geographical sense, includes only the States, the Territories of Alaska and Hawaii, and

the District of Columbia. The term "Canada" when used in a geographical sense means the Provinces, the Territories and Sable Island.

6. The term "subsidiary corporation" referred to in Article XI of this Convention means a corporation all of whose shares (less directors' qualifying shares) having full voting rights are beneficially owned by another corporation, provided that ordinarily not more than one-quarter of the gross income of such subsidiary corporation is derived from interest and dividends other than interest and dividends received from its subsidiary corporations.

7. (a) The term "rentals and royalties" referred to in Article II of this Convention shall include rentals or royalties arising from leasing real or immovable, or personal or movable property or from any interest in such property, including rentals or royalties for the use of, or for the privilege of using, patents, copyrights, secret processes and formulae, goodwill, trade marks, trade brands, franchises and other like property;

(b) the term "interest", as used in this Convention, shall include income arising from interest-bearing securities, public obligations, mortgages, hypothecs, corporate bonds, loans, deposits and current accounts;

(c) the term "dividends", as used in this Convention, shall include all distributions of the earnings or profits of corporations.

8. The term "pensions" referred to in Article VI of this Convention means periodic payments made in consideration for services rendered or by way of compensation for injuries received.

9. The term "life annuities" referred to in Article VI of this Convention means a stated sum payable periodically at stated times, during life, or during a specified number of years, under an obligation to make the payments in consideration of a gross sum or sums paid by the recipient or under a contributory retirement plan.

10. The terms "engaged in trade or business" and "office or place of business" as used in Article XI of this Convention shall not be deemed to include an office used solely for the purchase of merchandise.

11. The provisions of the present Convention shall not be construed to restrict in any manner any exemption, deduction, credit or other allowance accorded by the laws of one of the contracting States in the determination of the tax imposed by such State.

12. The citizens of one of the contracting States residing within the other contracting State shall not be subjected to the payment of more burdensome taxes than the citizens of such other State.

Done in duplicate, at Washington, this fourth day of March, 1942.

SUMNER WELLES	[SEAL]
LEIGHTON MCCARTHY	[SEAL]

# NAVAL FORCES ON GREAT LAKES: INTERPRETATION OF RUSH-BAGOT AGREEMENT

*Exchange of notes at Ottawa February 26 and March 9, 1942*

*Entered into force March 9, 1942*

*Expired in accordance with its terms*

61 Stat. 4080; Treaties and Other  
International Acts Series 1836

*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, February 26, 1942*

No. 611

SIR:

May I refer to Dr. Skelton's note of October 30, 1940, and my reply of November 2, 1940,<sup>1</sup> interpreting the Rush-Bagot Agreement<sup>2</sup> in the light of existing conditions and in conformity with the intent of the Agreement. I am now in receipt of instructions from my Government to suggest that in order to permit naval vessels being constructed on the Great Lakes to combat enemy action upon their arrival in the open sea, they be permitted to have their armament placed in complete readiness for action and that all essential tests and trial of machinery and armament, including the submerged operations of submarines and test firing of torpedoes and guns be effected in Great Lakes waters. My Government is in hopes that the Canadian Government will approve the suggestion, it being understood that the proposed procedure is to be effective only for the duration of the present hostilities.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

<sup>1</sup> TIAS 1836, *ante*, p. 196.

<sup>2</sup> TS 110½, *post*, UNITED KINGDOM.



*The Secretary of State for External Affairs to the American Minister*DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 21

OTTAWA, March 9, 1942

SIR :

I have the honour to refer to your Note No. 611 dated 26th February, 1942, with regard to the further interpretation of the Rush-Bagot Agreement in the light of existing conditions and in conformity with the intent of the Agreement.

Consideration has been given to your suggestion, and I am now authorized to inform you that the Canadian Government agrees to a further interpretation of the Rush-Bagot Agreement based upon it. Accordingly, in order to permit naval vessels being constructed on the Great Lakes to combat enemy action upon their arrival in the open sea, they will be permitted to have their armament placed in complete readiness for action and all essential tests and trials of machinery and armament including the submerged operations of submarines and test firing of torpedoes and guns may be effected in Great Lakes waters.

The Canadian Government also concurs in your suggestion that this procedure should be effective only for the duration of the present hostilities.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for*the Secretary of State  
for External Affairs*

The Honourable J. PIERREPONT MOFFAT,  
*United States Minister to Canada,  
United States Legation,  
Ottawa.*

## UNEMPLOYMENT INSURANCE BENEFITS

*Exchange of notes at Ottawa March 6 and 12, 1942, with text of agreement*

*Entered into force April 12, 1942*

*Amended by agreement on July 31 and September 11, 1951<sup>1</sup>*

56 Stat. 1451; Executive Agreement Series 244

*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 22

OTTAWA, March 6, 1942

SIR,

I have the honour to state that discussions have recently taken place between representatives of the Unemployment Insurance Commission of Canada and the Social Security Board of the United States of America on matters of mutual interest arising under the laws of both countries.

The United States of America, by the enactment of the Social Security Act (Act of August 14, 1935, c. 531, 49 Stat. 620, 42 U.S.C., c. 7 (Supp.)), as amended by Act of August 10, 1939, c. 666, 53 Stat. 1360), has made provision for the maintenance of a Federal-State unemployment insurance programme in the United States of America. The Parliament of Canada, by the enactment of the Unemployment Insurance Act, 1940, chapter 44 of the Statutes of Canada, 1940, has made provision for an unemployment insurance programme in Canada.

There are now in operation unemployment insurance laws in the various states of the United States of America and in Canada.

The representatives of the Unemployment Insurance Commission and the Social Security Board concluded that it is desirable that the application of such laws be co-ordinated and integrated so that duplication of contributions with respect to the same services and duplication of insurance payments with respect to the same periods of unemployment may be avoided.

In order to achieve this result, the Government of Canada is prepared to make with the Government of the United States of America the agreement which is annexed as an Appendix to this note. The agreement would

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<sup>1</sup> 3 UST 2812; TIAS 2452.

come into force one month from the date of your reply stating that the Government of the United States of America accepts the Canadian Government's proposal.

Accept, Sir, the renewed assurance of my highest consideration.

N. A. ROBERTSON  
for  
*the Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*Legation of the United States of America,  
Ottawa.*

#### APPENDIX

#### AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

##### ARTICLE I

- (a) In this agreement, unless the context otherwise requires,
- (i) "agency" means any officer, board, commission or other authority designated by an Unemployment Insurance Law in force in any state or in Canada to administer the Unemployment Insurance Fund for which provision is made by such Unemployment Insurance Law;
  - (ii) "state" means any state of the United States of America, the territories of Alaska and Hawaii, and the District of Columbia;
  - (iii) "Social Security Board" means the Board designated in the Social Security Act to administer those provisions of the laws of the United States of America which relate to the Federal-State unemployment insurance programme;
  - (iv) "jurisdiction" means any State or Canada.
- (b) Services performed by an individual for an employer shall be deemed to be localized within a jurisdiction if—
- (i) such services are performed entirely within such jurisdiction, or
  - (ii) such services are performed both within and without such jurisdiction, but the services performed without such jurisdiction are incidental to the individual's services performed within such jurisdiction, for example, are temporary or transitory in nature or consist of isolated transactions.

##### ARTICLE II

This agreement shall not be applicable to employment with respect to which contributions are payable under The Railroad Unemployment Insurance Act of the United States of America or to periods of unemployment with respect to which benefits are payable under that Act.

## ARTICLE III

The Government of the United States of America agrees that the Social Security Board will recommend to each of the states that it carry out the provisions herein contained, and Canada agrees to carry out such provisions: Provided that if any state does not substantially carry out any such provisions, the Unemployment Insurance Commission of Canada may suspend the operation of such provision with reference to such state.

## ARTICLE IV

(a) An individual's entire services for an employer in insurable employment as defined in the unemployment insurance law of a jurisdiction will be insured under the unemployment insurance law of such jurisdiction in respect of services performed by him within, or both within and without such jurisdiction if—

- (1) his services are localized in such jurisdiction, or
- (2) his services are not localized in any jurisdiction but some of his services are performed in such jurisdiction, and

(i) his base of operations, or if he has no base of operations, the place from which his services are directed or controlled, is in such jurisdiction, or

(ii) his base of operations or the place from which his services are directed or controlled is not in any jurisdiction in which some of his services are performed, but his residence is in such jurisdiction.

(b) If Clauses 1 and 2 of paragraph (a) of this article do not apply with respect to an individual's services, the agency of any jurisdiction may approve, subject to such conditions as it may prescribe or as may be prescribed by its unemployment insurance law, an election by such individual's employer pursuant to which such individual's entire services for that employer shall be deemed to be insured employment under the unemployment insurance law of such jurisdiction.

## ARTICLE V

The Agency of any jurisdiction may perform services for the agency of any other jurisdiction in the taking and development of any claim for benefits by an individual absent from such latter jurisdiction and desirous of claiming benefits under the unemployment insurance law of such jurisdiction.

## ARTICLE VI

(a) To avoid the duplication of unemployment insurance payments with respect to the same period of unemployment, no benefits shall be payable on the basis of a claim filed through an agency of another jurisdiction

unless the claimant's benefit rights, if any, under the law of the jurisdiction in which he files his claim shall have been exhausted or otherwise terminated.

(b) If, after such rights have been exhausted or otherwise terminated, any such individual has rights under the unemployment insurance laws of two or more jurisdictions, such individual may be required to exhaust or otherwise terminate his rights to benefits under such other laws in such order as may be determined jointly by the Social Security Board of the United States of America and the Unemployment Insurance Commission of Canada, to be reasonable and just as between all affected interests.

## ARTICLE VII

This agreement may be amended by mutual arrangement evidenced by an exchange of notes between the two Governments, and may be terminated by either Government after sixty days notice to the other Government.

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*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, March 21, 1942*

No. 620

SIR:

I have the honor to acknowledge the receipt of your note dated March 6, 1942, setting forth as an appendix the agreement which the Government of Canada is prepared to make with the Government of the United States of America respecting coordination and integration of the unemployment insurance laws of the United States of America and Canada, so that duplication of contributions with respect to the same services and duplication of insurance payments with respect to the same periods of unemployment may be avoided.

Under instructions from my Government, I hereby advise you that the Government of the United States of America accepts the Canadian Government's proposal and understands that the agreement will come into force one month from the date of this note; namely, April 12, 1942.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

## MILITARY HIGHWAY TO ALASKA

*Exchange of notes at Ottawa March 17 and 18, 1942*

*Entered into force March 18, 1942*

*Supplemented by agreements of May 4 and 9, 1942,<sup>1</sup> and April 10, 1943<sup>2</sup>*

56 Stat. 1458; Executive Agreement Series 246

*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, March 17, 1942*

No. 626

SIR:

1. As you are aware, on February 26th, 1942, the Permanent Joint Board on Defence approved a recommendation as a result of which the two Sections proposed to their respective Governments:

“the construction of a highway along the route that follows the general line of airports, Fort St. John–Fort Nelson–Watson Lake–Whitehorse–Boundary–Big Delta, the respective termini connecting with existing roads in Canada and Alaska.”

This recommendation, based as it was on military considerations and military considerations only, and having the endorsement of the Service Departments of the two countries, has been approved by both Governments.

2. My Government, being convinced of the urgent necessity for the construction of this highway and appreciating the burden of war expenditure already incurred by Canada, in particular on the construction of the air route to Alaska, is prepared to undertake the building and wartime maintenance of the highway. Subject to the provision by Canada of the facilities set forth in paragraph three of this Note, the Government of the United States is prepared to:

(a) Carry out the necessary surveys for which preliminary arrangements have already been made, and construct a Pioneer Road by the use of United States Engineer troops for surveys and initial construction;

<sup>1</sup> EAS 380, *post*, p. 274.

<sup>2</sup> EAS 362, *post*, p. 319.

(b) Arrange for the highway's completion under contracts made by the United States Public Roads Administration and awarded with a view to insuring the execution of all contracts in the shortest possible time without regard to whether the contractors are Canadian or American;

(c) Maintain the highway until the termination of the present war and for six months thereafter unless the Government of Canada prefers to assume responsibility at an earlier date for the maintenance of so much of it as lies in Canada;

(d) Agree that at the conclusion of the war that part of the highway which lies in Canada shall become in all respects an integral part of the Canadian highway system, subject to the understanding that there shall at no time be imposed any discriminatory conditions in relation to the use of the road as between Canadian and United States civilian traffic.

3. For its part, my Government will ask the Canadian Government to agree:

(a) To acquire rights of way for the road in Canada (including the settlement of all local claims in this connection), the title to remain in the Crown in the right of Canada or of the Province of British Columbia as appears more convenient;

(b) To waive import duties, transit or similar charges on shipments originating in the United States and to be transported over the highway to Alaska, or originating in Alaska and to be transported over the highway to the United States;

(c) To waive import duties, sales taxes, license fees or other similar charges on all equipment and supplies to be used in the construction or maintenance of the road by the United States and on personal effects of the construction personnel;

(d) To remit income tax on the income of persons (including corporations) resident in the United States who are employed on the construction or maintenance of the highway;

(e) To take the necessary steps to facilitate the admission into Canada of such United States citizens as may be employed on the construction or maintenance of the highway, it being understood that the United States will undertake to repatriate at its expense any such persons if the contractors fail to do so;

(f) To permit those in charge of the construction of the road to obtain timber, gravel and rock where such occurs on Crown lands in the neighborhood of the right of way, providing that the timber required shall be cut in accordance with the directions of the appropriate Department of the Government of the province in which it is located, or, in the case of Dominion lands, in accordance with the directions of the appropriate Department of the Canadian Government.

4. If the Government of Canada agrees to this proposal, it is suggested that the practical details involved in its execution be arranged directly be-



tween the appropriate governmental agencies subject, when desirable, to confirmation by subsequent exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT  
*American Minister*

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 29

OTTAWA, March 18, 1942

SIR,

I have the honour to acknowledge receipt of your Note of March 17, 1942, No. 626, in which you referred to the recommendation approved by the Permanent Joint Board on Defence, as a result of which the two Sections of the Board proposed to their respective Governments:

“the construction of a highway along the route that follows the general line of airports, Fort St. John – Fort Nelson – Watson Lake – Whitehorse – Boundary – Big Delta, the respective termini connecting with existing roads in Canada and Alaska.”

2. As announced on March 6, 1942, the Canadian Government has approved this recommendation and has accepted the offer of the United States Government to undertake the building and wartime maintenance of the highway which will connect the airports already constructed by Canada.

3. It is understood that the United States Government will

(a) Carry out the necessary surveys for which preliminary arrangements have already been made, and construct a Pioneer Road by the use of United States Engineer troops for surveys and initial construction.

(b) Arrange for the highway's completion under contracts made by the United States Public Roads Administration and awarded with a view to insuring the execution of all contracts in the shortest possible time without regard to whether the contractors are Canadian or American.

(c) Maintain the highway until the termination of the present war and for six months thereafter unless the Government of Canada prefers to assume responsibility at an earlier date for the maintenance of so much of it as lies in Canada.

(d) Agree that at the conclusion of the war that part of the highway which lies in Canada shall become in all respects an integral part of the Canadian highway system, subject to the understanding that there shall at no time be imposed any discriminatory conditions in relation to the use of the road as between Canadian and United States civilian traffic.

4. The Canadian Government agrees

(a) To acquire rights of way for the road in Canada (including the settlement of all local claims in this connection), the title to remain in the Crown in the right of Canada or of the Province of British Columbia as appears more convenient;

(b) To waive import duties, transit or similar charges on shipments originating in the United States and to be transported over the highway to Alaska, or originating in Alaska and to be transported over the highway to the United States;

(c) To waive import duties, sales taxes, license fees or other similar charges on all equipment and supplies to be used in the construction or maintenance of the road by the United States and on personal effects of the construction personnel;

(d) To remit income tax on the income of persons (including corporations) resident in the United States who are employed on the construction or maintenance of the highway;

(e) To take the necessary steps to facilitate the admission into Canada of such United States citizens as may be employed on the construction or maintenance of the highway, it being understood that the United States will undertake to repatriate at its expense any such persons if the contractors fail to do so;

(f) To permit those in charge of the construction of the road to obtain timber, gravel and rock where such occurs on Crown lands in the neighbourhood of the right of way, providing that the timber required shall be cut in accordance with the directions of the appropriate Department of the Government of the Province in which it is located, or, in the case of Dominion lands, in accordance with the directions of the appropriate Department of the Canadian Government.

5. The Canadian Government agrees to the suggestion that the practical details of the arrangement be worked out by direct contact between the appropriate governmental agencies subject, when desirable, to confirmation by subsequent exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration.

W. L. MACKENZIE KING  
*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*Ottawa.*

## TRANSFER OF CITIZENS AND FORMER CITIZENS BETWEEN ARMED FORCES

*Exchange of notes at Ottawa March 18 and 20, 1942*  
*Entered into force March 20, 1942*

56 Stat. 1455; Executive Agreement Series 245

*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, March 18, 1942*

No. 629

SIR:

With reference to conversations that have recently taken place among the competent officials of the United States and the Canadian Governments concerning the proposed transfer to the Armed Forces of the United States of certain American citizens now serving in the Naval, Military, or Air Forces of Canada, I have the honor to propose that an agreement be entered into between the two Governments as follows:

### I. FORCES WITHIN CANADA

1. The appropriate Canadian and United States authorities shall prepare a statement of the conditions of transfer and thereafter, as soon as possible, but not later than April 6, 1942, the appropriate Canadian authorities shall inform all United States citizens and former United States citizens who have lost their citizenship as a result of having taken an oath of allegiance on enlistment in the Naval, Military or Air Forces of Canada, and who are now serving in these Forces in Canada, that they have an opportunity prior to and not after April 20, 1942, to apply for appointment or enlistment in the United States Armed Forces. Personnel making such applications may withdraw them at any time prior to appointment or enlistment in the United States Armed Forces.

2. The United States War and Navy Departments shall furnish National Defence Headquarters, Ottawa, information governing the conditions of service in the United States Armed Forces, which information shall be communicated by National Defence Headquarters to all concerned.

3. National Defence Headquarters, Ottawa, shall send nominal rolls of the applicants to the War or Navy Department of the United States.

4. The United States War and Navy Departments shall appoint Boards to come to Canada to interview applicants with full power to appoint or to enlist them in the United States Forces.

5. The Naval, Military and Air Forces of Canada shall set up Boards empowered to authorize resignations and discharge of the applicants accepted by the United States Forces.

6. The Canadian Board shall be empowered to postpone transfers if in their opinion immediate transfer would prejudicially affect the common war effort.

7. Medical examinations, resignations and discharges from the Naval, Military or Air Forces of Canada, and immediate appointment or enlistment in the United States Forces, shall take place at joint meetings of the United States and Canadian Boards.

8. The United States Board will issue the necessary travel and meal vouchers to the appropriate assembly points in the United States to the accepted applicants. Accepted applicants shall be permitted to wear Canadian badges and uniform until such time as they arrive at the assembly point in the United States and are equipped with United States uniform. The United States Armed Forces will return all public clothing, arms and equipment of such accepted applicants to points in Canada to be designated.

9. Sentences of detention of selected applicants will be remitted at the request of the United States Board.

10. Except with the authority of National Defence Headquarters applicants for appointment or enlistment in the United States Armed Forces shall not be discharged from the Naval, Military or Air Forces of Canada until their application has been heard by the United States Board in accordance with the proposed plan.

## II. FORCES OUTSIDE CANADA

1. The rules which apply to the above mentioned persons serving within Canada will apply without change to those serving in the Canadian Forces in Newfoundland and Jamaica. If despite all efforts notifications to United States citizens and former United States citizens serving in Newfoundland or Jamaica are not deliverable before April 6, 1942, the option to apply for transfer will be exercisable for fifteen days after the receipt of the notification.

2. The rules which apply to the above mentioned persons serving within Canada will apply without change to those serving outside of Canada, Newfoundland and Jamaica except that:

(a) The transfer will not ordinarily be made until the individual can be transferred to a United States unit serving in the area in which he is located, and

(b) The option to apply for transfer will be exercisable within fifteen days after notice of the right to exercise it has appeared in the orders of the unit with which he is serving.

3. Representatives of Canada and of the United States will discuss with the authorities of Great Britain the transfer to the United States Forces of Royal Canadian Air Force personnel now serving in the Royal Air Force whose transfer might affect the efficiency of the Royal Air Force.

### III. UNITED STATES FORCES

1. The United States will accord the same right of transfer to Canadian citizens now serving in the United States Forces as is accorded United States citizens serving in the Canadian Forces.

In submitting the foregoing proposal, I may add that if an agreement in this sense is acceptable to the Canadian Government, this note and your reply thereto accepting the terms outlined shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT  
*American Minister*

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 33

OTTAWA, March 20, 1942

SIR,

I have the honour to refer to your Note of March 18, 1942, No. 629, proposing an agreement between the Governments of Canada and of the United States concerning the transfer to the Armed Forces of the United States of certain United States citizens and former United States citizens now serving in the Naval, Military or Air Forces of Canada.

I am glad to inform you in reply that the Canadian Government undertakes to give effect to the agreement set forth in your Note.

Accept, Sir, the renewed assurances of my highest consideration.

W. L. MACKENZIE KING  
*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*Legation of the United States of America,  
Ottawa, Canada.*

## MILITARY SERVICE

*Exchange of notes at Washington March 30 and April 6 and 8, 1942*

*Entered into force April 8, 1942*

*Terminated March 31, 1947*<sup>1</sup>

56 Stat. 1477; Executive Agreement Series 249

*The Acting Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*March 30, 1942*

SIR:

I have the honor to refer to conversations which have taken place between officers of the Canadian Legation and of the Department with respect to the application of the United States Selective Training and Service Act of 1940, as amended, to Canadian 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 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 Act of 1940, as amended, who are nationals of co-belligerent countries and who have not declared their intention of becoming American citi-

<sup>1</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

zens 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.

(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 Canada 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  
LEIGHTON MCCARTHY, K.C.,  
*Minister of Canada.*



*The Canadian Minister to the Acting Secretary of State*CANADIAN LEGATION  
WASHINGTON

No. 222

*April 6, 1942*

SIR :

I have the honour to refer to your Note of March 30, 1942, concerning the application of the United States Selective Training and Service Act of 1940, as amended, to Canadian nationals residing in the United States.

2. In your note you make certain proposals which, so far as they affect Canada, may be set forth as follows :

(1) The Government of the United States is prepared to initiate a procedure which will permit non-declarant Canadian nationals who register under the United States Selective Training and Service Act of 1940, as amended, to elect, at any time prior to their induction into the Armed Forces of the United States, to serve in the Naval, Military or Air Forces of Canada in lieu of service in the Armed Forces of the United States. Individuals who elect for service with the Canadian Forces will be physically examined by the Armed Forces of the United States; if they are found to be physically qualified, the results of the examinations will be forwarded to the proper authorities of Canada. On receipt from the Canadian Government of notification that an individual is acceptable and also receipt of the necessary travel and meal vouchers, the appropriate State Director of the Selective Service System will direct the local Selective Service board concerned to send the individual to a designated reception point for induction into the Naval, Military or Air Forces of Canada. If, on arrival at the reception point, the individual is found to be not acceptable to the Naval, Military or Air Forces of Canada, he shall be liable for immediate induction into the Armed Forces of the United States.

(2) The Government of the United States is prepared to make the proposed regime effective immediately with respect to Canada on receipt of a note stating that the Canadian Government desires to participate in the regime and agrees to the following stipulations :

(a) The Canadian Government shall not exercise any threat or compulsion of any nature to induce any person in the United States to enlist in the Naval, Military or Air Forces of Canada or of any other foreign Government;

(b) The Canadian Government shall grant reciprocal treatment to United States citizens, that is, United States citizens subject to compulsory military service in Canada shall, prior to induction into the Naval, Military or Air Forces of Canada, be granted the opportunity of electing to serve in the Armed Forces of the United States in substantially the same manner as that outlined above;

(c) The Canadian Government shall not accept enlistments in the United States from United States citizens subject to registration or from aliens of any nationality who have declared their intention of becoming United States citizens and are subject to registration.

3. The policy of the Canadian Government and Canadian legislation have been based on the assumption that measures applying compulsory military service to aliens should be founded upon agreement with the interested Governments. The Canadian Government is of the opinion that difficulties might arise if there were general recognition of a right to conscript aliens, implying corresponding rights in other countries to conscript Canadian nationals. The Canadian Government, however, does not wish to raise a legal objection at the present time. In view of the close cooperation between Canada and the United States in the prosecution of the war, and in view of the time that will be saved and of the other undoubted, practical advantages to be derived from the acceptance of these United States proposals, the Canadian Government is prepared to cooperate with the Government of the United States by participating in the regime set forth above, full reciprocity on all points being assured by the United States Government.

4. The Canadian Government agrees to stipulation (a) on the understanding that the United States Government is willing, if requested, to make a reciprocal promise. It is understood, of course, that the engagement set out in stipulation (a) is limited to the present case and, furthermore, that it is not intended to prevent the Canadian Government from declaring the legal liability of Canadians everywhere, including the United States, to serve in the Canadian Forces, so long as nothing is said or done by the Canadian Government in the United States by way of threat or compulsion. The reason for this reservation is that Canada may decide in the future to create a general legal liability of Canadians abroad to serve in the Canadian Forces similar to the existing provision in the United States Selective Training and Service Act imposing a liability on United States citizens everywhere. If Canada creates such a liability, the Canadian Government would not wish to exclude any part of the globe.

5. The Canadian Government agrees to stipulation (b) on the understanding, firstly, that the United States Government is agreeable to the Canadian Government imposing a liability to compulsory military service on United States citizens residing in Canada, and secondly, that declarant United States citizens in Canada, like declarant Canadian nationals in the United States, will not be granted an opportunity of electing to serve in the armed forces of the country of which they are nationals.

6. The Canadian Government agrees to stipulation (c) on a basis of reciprocity, that is, that the United States will not accept enlistments in Canada from Canadian nationals or from declarant aliens of any nationality who may be subject to liability to compulsory military service under Canadian law.

7. The Canadian Government assumes that the words "active service in the armed forces of the co-belligerent country" in paragraph four of your Note mean, so far as Canada is concerned, full time duty in the Naval, Military or Air Forces of Canada.

8. The Canadian Government understands that nothing in this exchange of notes will be construed as imposing any obligation on the Canadian Government to return to the United States Canadian nationals who may be deemed to be draft delinquents under United States law.

9. In order that non-declarant Canadian nationals in the United States may be informed of the conditions of service in the Naval, Military and Air Forces of Canada, National Defence Headquarters in Ottawa will give the Selective Service System of the United States copies of a pamphlet setting forth the conditions of service, on the understanding that the Selective Service System will make the pamphlets available to non-declarant Canadian nationals who are called up for induction into the Armed Forces of the United States.

10. The Canadian Government trusts that Canadian nationals who are permanent residents of the United States and who elect for service in the Naval, Military or Air Forces of Canada and are accepted by one of those Forces will be permitted to return to the United States at any time within six months after the termination of their service with the Canadian Forces.

I have the honour to be, with the highest consideration, Sir,  
Your most obedient, humble servant,

H. H. WRONG  
*For the Minister*

The Honorable SUMNER WELLES,  
*Acting Secretary of State  
of the United States,  
Washington, D.C.*

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*The Acting Secretary of State to the Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
*April 8, 1942*

SIR:

I have the honor to acknowledge the receipt of your note no. 222 of April 6, 1942, referring to my note of March 30 concerning the application of the United States Selective Training and Service Act of 1940, as amended, to Canadian nationals residing in the United States and stating that the Canadian Government is prepared to cooperate with the Government of the

United States by participating in the regime outlined in my note of March 30, on the understanding that full reciprocity on all points contained therein will be accorded by the Government of the United States.

I am pleased to inform you that the Government of the United States hereby assures the Government of Canada full reciprocity with respect to the regime in question and likewise agrees to the understandings, limitations, and assumptions set forth in numbered paragraphs 4 through 9 inclusive of your note under acknowledgment.

With respect to numbered paragraph 10 of your note relating to the return to the United States of Canadian nationals who elect to serve in the Naval, Military or Air Forces of Canada and are accepted by one of those forces, you are informed that the Department of State is requesting the Department of Justice to recommend to the Congress of the United States the adoption of appropriate legislation with a view to simplifying to the fullest extent possible the reentry to the United States of the individuals in question at any time within 6 months after the termination of their service with the Canadian forces.

Accept, Sir, the renewed assurances of my high consideration.

SUMNER WELLES  
*Acting Secretary of State*

MR. HUME WRONG,  
*Chargé d'Affaires ad interim of Canada.*

## SOUTHERN TERMINUS OF ALASKA HIGHWAY

*Exchange of notes at Ottawa May 4 and 9, 1942, supplementing agreement of March 17 and 18, 1942*

*Entered into force May 9, 1942*

57 Stat. 1373; Executive Agreement Series 380

*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, May 4, 1942*

No. 66S

SIR:

During the course of a conversation on April 24, 1942, Mr. Keenleyside, Assistant Under Secretary of State for External Affairs, raised the question of the southern terminus of the Alaska Highway now under construction, and inquired in particular if my Government felt that the stretch of road between railhead at Dawson Creek and Fort St. John fell within the terms of the American offer as contained in my note of March 17, 1942.<sup>1</sup>

The wording of the pertinent recommendation of the Permanent Joint Board on Defense, which was incorporated in my note of March 17th, dealt with "the construction of a highway along the route that follows the general line of airports, Fort St. John-Fort Nelson-Watson Lake-Whitehorse-Boundary-Big Delta, the respective termini connecting with existing roads in Canada and Alaska".

As there seemed from Mr. Keenleyside's query to be some ambiguity as to whether the word "termini" limited the length of the road to be constructed, or merely described where existing roads, irrespective of their size or carrying capacity, ended, the appropriate minutes of the Permanent Joint Board on Defense were consulted. These contain the following sentence:

"The proposed highway would have its southern terminus on the Edmonton, Dunvegan, British Columbian Railway, which has available carrying capacity substantially in excess of the possible carrying capacity of the road. Its northern terminus would be at a point about sixty miles south of Fairbanks on the Richardson Highway, which connects Fairbanks with Valdes."

<sup>1</sup> EAS 246, *ante*, p. 261.

In view of the foregoing, which clarifies the intent of the Permanent Joint Board on Defense, my Government believes that its offer to undertake the building and wartime maintenance of the highway does in fact include the stretch of road from Dawson Creek to Fort St. John. As a matter of record, it would welcome a confirmation of its belief from the Canadian Government.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 66

OTTAWA, CANADA, *May 9, 1942*

SIR:

With reference to your note of May 4, 1942, No. 668, regarding the southern terminus of the Alaska Highway, and to our previous exchange of notes regarding the construction of a highway to Alaska, I have the honour to inform you that the Canadian Government is prepared to agree that the stretch of highway between Dawson Creek, British Columbia, and Fort St. John, British Columbia, be included in the proposed road, and that the rail-head at Dawson Creek be accepted as the southern terminus of the highway.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

Hon. J. PIERREPONT MOFFAT,  
*United States Minister to Canada,  
United States Legation,  
Ottawa.*

## CANOL PROJECT

*Exchange of notes at Ottawa June 27 and 29, 1942*

*Entered into force June 29, 1942*

*Supplemented by agreements of August 14 and 15, 1942;<sup>1</sup> December 28, 1942, and January 13, 1943;<sup>2</sup> January 18, February 17, and March 13, 1943;<sup>3</sup> June 7, 1944;<sup>4</sup> February 26, 1945;<sup>5</sup> August 31 and September 6, 1945;<sup>6</sup> and November 7 and December 30, 1946<sup>7</sup>*

*Superseded by agreement of March 31, 1960<sup>8</sup>*

57 Stat. 1413; Executive Agreement Series 386

*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, June 27, 1942*

No. 710

SIR:

1. I have the honor to refer to recent conversations which have taken place with officials of the Department of External Affairs regarding the desire of the United States Government to take steps for extending the fuel supply for the United States Army in Canada and Alaska.

2. My Government, faced with the necessity of obtaining an increased fuel supply without delay, desires to propose the following project, to wit: that it:

(a) Make surveys and construct a pipeline either by United States Army Engineers or by contract, of a size sufficient to deliver three thousand barrels of oil daily from Norman Wells, Northwest Territories, Canada, to Whitehorse, Yukon Territory, Canada;

<sup>1</sup> EAS 387, *post*, p. 280.

<sup>2</sup> EAS 388, *post*, p. 303.

<sup>3</sup> EAS 389, *post*, p. 314.

<sup>4</sup> EAS 416, *post*, p. 347.

<sup>5</sup> TIAS 1695, *post*, p. 394.

<sup>6</sup> TIAS 1696, *post*, p. 401.

<sup>7</sup> TIAS 1697, *post*, p. 432.

<sup>8</sup> 11 UST 2486; TIAS 4631.



(b) Sign a contract with a Canadian company to drill additional wells, upon its leases obtained under the Petroleum and Natural Gas Regulations applicable to Dominion Lands or upon permits obtained by it under the Oil and Gas Regulations covering land in the vicinity of Norman Wells. Under this contract the United States War Department would provide the necessary equipment and would purchase the total flow of the additional wells during the war at an agreed price. The wells would remain part of the leasehold or permit property of the Canadian company and would be regarded as having been drilled under the provisions of the Dominion Regulations noted in this clause;

(c) Arrange for the establishment at Whitehorse of facilities for refining crude oil with a capacity of three thousand barrels per day under a contract awarded with a view to insuring the execution of the work in the shortest possible time without regard to whether the contractors are Canadian or American;

(d) Contract with a company or companies to store for the future use of the United States Army, all of the gasoline which may be produced by the refinery at Norman Wells during the operating season of 1942 in excess of what is required for the maintenance of services and enterprises in the Mackenzie District, to operate the pipeline to Whitehorse and to operate the refinery there unless it is operated by the United States Government.

3. My Government further proposes that the pipeline and the refinery shall remain its property, and shall be operated under contracts with it or by its agents or representatives during the war. It further proposes that at the termination of hostilities the pipeline and refinery shall be valued by two valuers, of whom one shall be named by the United States and one by Canada, with power, if they disagree, to appoint an umpire. The valuation shall be based upon the then commercial value of the pipeline and the refinery, and the Canadian Government shall be given the first option to purchase at the amount of the valuation. If the option is not exercised within three months, they may be offered for sale by public tender, with the amount of the valuation as the reserve price. In the event that neither the Canadian Government nor any private company desires to purchase the pipeline and refinery at the agreed price, the disposition of both facilities shall be referred to the Permanent Joint Board on Defense for consideration and recommendation. Additionally, it is proposed that both Governments agree that they will not themselves order or allow the dismantling of either the pipeline or the refinery, nor will they allow any company which purchases them so to do, unless and until approval for dismantlement is recommended by the Permanent Joint Board on Defense. It is understood that if the pipeline and refinery are at any time used for commercial purposes they will be subject to such regulations and conditions as the Canadian Government may consider it necessary to impose in order to safeguard the public interest.

4. For its part, my Government asks the Canadian Government to agree:

(a) to acquire any essential land and necessary rights of way that may be involved in the projects (including the settlement of all local claims in this connection), title to remain in the Crown in the right of Canada;

(b) to waive during the war import duties, sales taxes, territorial taxes, license fees or other similar charges on all equipment and supplies to be used in the execution or maintenance of the project by the United States and all personal effects of the construction personnel;

(c) to remit during the war royalties on oil production, and income tax on the income of persons (including corporations) resident in the United States who are employed on the construction or maintenance of the project;

(d) to take the necessary steps to facilitate the admission into Canada of such United States citizens as may be employed on the construction or maintenance of the project during the war, it being understood that the United States will undertake to repatriate at its expense any such persons if the contractors fail to do so.

5. If the Government of Canada agrees to the foregoing proposal for this project, it is suggested that any supplementary details involved in its execution be arranged directly between the appropriate governmental agencies subject, when desirable, to confirmation by subsequent exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 98

OTTAWA, June 29, 1942

SIR,

I have the honour to acknowledge the receipt of your Note of June 27, 1942, No. 710, which made certain proposals in regard to the steps to be taken for the purpose of extending the fuel supply for the United States Army in Canada and Alaska.

The proposals made in your Note under reference have been examined by the appropriate authorities of the Canadian Government and it gives me pleasure to inform you that those proposals are accepted. So far as

Canada is concerned the agreement which is effected by this exchange of notes will be considered to have come into effect on this date.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*Ottawa.*

## CANOL PROJECT: PIPELINE

*Exchange of notes at Ottawa August 14 and 15, 1942, supplementing agreement of June 27 and 29, 1942*

*Entered into force August 15, 1942*

*Supplemented by agreements of February 26, 1945,<sup>1</sup> and December 21, 1945, and January 3, 1946<sup>2</sup>*

*Superseded by agreement of March 31, 1960<sup>3</sup>*

57 Stat. 1416; Executive Agreement Series 387

*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE

UNITED STATES OF AMERICA

*Ottawa, Canada, August 14, 1942*

No. 73S

SIR:

I have the honor to refer to my conversation with Mr. Keenleyside on June 26 last, in which on behalf of the Government of the United States I requested the approval of the Canadian Government for the establishment of an oil supply line which would be supplementary to that known as the Canol project which was dealt with in my note of June 27 and your reply of June 29, 1942.<sup>4</sup>

As I pointed out, this supplementary project would involve the transportation in tank cars of gasoline destined for the use of the United States Army in Alaska to Prince Rupert, where authority was requested for the American Government to build by contract suitable storage and loading facilities, and thence by barge to Skagway, Alaska. From Skagway to Whitehorse a four-inch pipeline would be laid under contracts let by the American Government, and the authority of the Canadian Government was requested to lay that section of the pipeline within Canadian territory. At Whitehorse the gasoline would be stored in the facilities being built under the Canol project.

The Canadian Government was good enough to inform me orally on June 27 that it approved the establishment of the new supply line as outlined in the preceding paragraph.

My Government has instructed me to propose to the Canadian Government that the terms of the agreement reached in the exchange of notes of June 27–June 29, 1942, on the Canol project shall apply also, mutatis

<sup>1</sup> TIAS 1695, *post*, p. 394.

<sup>2</sup> TIAS 1565, *post*, p. 405.

<sup>3</sup> 11 UST 2486; TIAS 4631.

<sup>4</sup> EAS 386, *ante*, p. 276.

mutandis, to the supplementary project outlined above in respect of any construction within Canadian territory except as hereafter set forth. My Government proposes that the pipeline from Skagway to Whitehorse and the storage and loading facilities at Prince Rupert shall remain its property and shall be operated under contracts with it or by its agents or representatives during the war. It further proposes that at the termination of the hostilities the two governments agree that at the request of either government discussions between them shall be undertaken with a view to reaching an agreement in regard to the disposition of this pipeline and of the storage and loading facilities at Prince Rupert. Additionally, it is proposed that both governments agree that they will not themselves order or allow the dismantlement of this pipeline or of the facilities mentioned, nor will they allow their dismantlement by any company which may purchase them unless and until approval for dismantlement is recommended by the Permanent Joint Board on Defence.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable

THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
Ottawa.

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

OTTAWA, August 15, 1942

No. 125  
SIR:

I have the honour to acknowledge receipt of your note of August 14, 1942, No. 738, in which you present certain proposals for the establishment of an oil supply line for the use of the United States Army in Alaska. It is understood that the proposed supply line will be supplementary to the scheme known as the Canol Project which was the subject of an exchange of notes dated June 27, 1942 and June 29, 1942.

After careful consideration the Canadian Government agrees to the proposals outlined in your note under reference subject to the conditions therein set forth.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON

for

*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
Ottawa.

## FLIGHT STRIPS ALONG ALASKA HIGHWAY

*Exchange of notes at Ottawa August 26 and September 10, 1942  
Entered into force September 10, 1942*

57 Stat. 1375; Executive Agreement Series 381

*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, August 26, 1942*

No. 744

SIR:

With a view to increasing the value of the Alaska Highway, the American authorities are anxious to undertake the construction of eight flight strips to be located along the road. The tentative sites for these strips are as follows:

- No. 1 At Dawson Creek.
- No. 2 About 50 miles south of Ft. Nelson.
- No. 3 About 75 miles west of Ft. Nelson.
- No. 4 Approximately 40 miles east of Lower Post.
- No. 5 Approximately 55 miles west of Lower Post.
- No. 6 Approximately 60 miles southeast of Whitehorse.
- No. 7 Approximately 30 miles northwest of Whitehorse.
- No. 8 About midway between Burwash Landing and Snag.

Although the flight strips will in all cases be located along the highway, they will be so placed in direction as to benefit by the prevailing wind.

My Government believes that the construction of these eight flight strips along the highway, which will result in its greater usefulness, falls within the scope and under the terms of the project as agreed to in our exchange of notes of March 17-18, 1942,<sup>1</sup> but inasmuch as mention thereof was not specifically made in the text, it would welcome a confirmation from you of its belief.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

<sup>1</sup> EAS 246, *ante*, p. 261.

*The Secretary of State for External Affairs to the American Minister*DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 134

OTTAWA, *September 10, 1942*

SIR:

In reply to your Note of August 26, 1942, No. 744, I have the honour to inform you that the Canadian Government agrees to the construction of eight flight strips to be located along the route of the Alaska highway at approximately the points mentioned in your Note.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG  
for*Secretary of State  
for External Affairs*THE UNITED STATES MINISTER TO CANADA,  
*Ottawa.*



## WORKMEN'S COMPENSATION AND UNEMPLOYMENT INSURANCE

*Exchange of notes at Ottawa November 2 and 4, 1942*  
*Entered into force November 4, 1942*

56 Stat. 1770; Executive Agreement Series 279

*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

*Ottawa, November 2, 1942*

No. 785

SIR :

I have the honor to refer to the discussions which took place in Ottawa June 3 and 4, 1942, between representatives of my Government and representatives of the Canadian Government regarding workmen's compensation and unemployment insurance in connection with the construction of the military highway to Alaska and other American projects in Canada.

It is the understanding of my Government that, as a result of these discussions, it has been agreed :

A--(1) that American contractors engaged upon the construction of the military highway to Alaska as well as upon or in connection with all other current and future projects of the United States in Canada undertaken pursuant to agreement between the two Governments, shall normally employ only employees whose original contract of employment is made outside Canada and who have not been ordinarily resident in Canada in the three months prior to such original contract. These employees are hereinafter designated as American employees;

(2) that it is, however, recognized that in some instances employees ordinarily resident in Canada have already been employed by American contractors engaged on projects to which this note applies and that in some special cases it may be necessary for American contractors to be permitted to engage employees ordinarily resident in Canada; but that in such cases it is agreed that the employees will be secured through the Canadian Employment Service;

(3) that American contractors engaged on projects to which this note applies shall not in respect of their American employees be subject to Cana-

dian laws or regulations, whether federal or provincial, governing wage rates, hours of labor and conditions of work;

(4) that American contractors engaged upon projects to which this note applies shall not be subject in respect of their American employees to Canadian workmen's compensation laws and regulations, whether federal or provincial, but shall be subject in respect of such American employees to the provisions of the Longshoremen's and Harbor Workers' Compensation Act of the United States as amended by Public Law No. 208, 77th Congress;<sup>1</sup>

(5) that, with the exception provided in the succeeding paragraph of this note, Canadian contractors engaged on such projects shall, in respect of their Canadian employees, be subject to the applicable Canadian workmen's compensation laws;

(6) that the employees whether American or Canadian of contractors, whether American or Canadian, engaged by the United States on such projects in the Northwest Territories and the Yukon, shall be covered by the Longshoremen's and Harbor Workers' Compensation Act of the United States, as amended by Public Law No. 208, 77th Congress, and that pursuant to United States public law No. 208 representatives of the United States Employees' Compensation Commission will be available in those areas to hear and determine claims of workmen, both American and Canadian, and that no Canadian provincial or federal workmen's compensation laws shall apply to any such employees in the Northwest Territories and the Yukon; and that the applicability to such projects of the Longshoremen's and Harbor Workers' Compensation Act of the United States, as amended by Public Law No. 208, 77th Congress, will be implemented either by appropriate American administrative ruling or by legislation;

(7) that, except as otherwise provided in paragraphs A-(4) and A-(5) of this note, Canadians employed by American contractors and Americans employed by Canadian contractors on such projects will in respect of workmen's compensation be made the subject of agreement with the provincial governments concerned, and, if dominion authority is necessary to give effect to such agreement appropriate orders in council will be issued by the federal government at the request of the province concerned;

(8) that, in case of appeal by a Canadian employee from a ruling of the United States Employees' Compensation Commission, the Canadian Government shall have the right in its discretion to have qualified counsel appear in behalf of such Canadian employee;

(9) that civil employees of the United States Government on such projects, whether American or Canadian, will be subject to the Federal Employees' Compensation Act of the United States, and therefore no Cana-

<sup>1</sup> 55 Stat. 622.

dian federal or provincial workmen's compensation law will be applied to them;

B-(1) that the Canadian Unemployment Insurance Act will not be applicable to American employees of contractors in Canada on such projects, whether such contractors are American or Canadian;

(2) that the Canadian Unemployment Insurance Act will be applicable to Canadian employees of contractors in Canada, whether such contractors are American or Canadian, and deductions for such insurance will be forwarded together with the contractors' contributions to the proper office of the Unemployment Insurance Commission of Canada;

(3) that the Canadian Unemployment Insurance Act will not apply to civil employees of the United States Government on such projects in Canada whether American or Canadian;

C- that the operation of American insurance companies in Canada under the United States War Department Insurance Rating Plan or similar plans of the other United States governmental agencies, in relation to the projects to which this note applies, will be exempted in respect of such operations from Canadian taxation on premium and income; they shall nevertheless be registered in Canada and approved by the Canadian Superintendent of Insurance.

I shall appreciate receiving your confirmation of the correctness of my understanding as outlined above of the agreement between our Governments on this subject.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 163

OTTAWA, November 4, 1942

SIR,

I have the honour to acknowledge the receipt of your Note No. 785 of November the 2nd, in which you referred to the discussions which took place in Ottawa June 3 and 4, 1942, between representatives of the United States Government and representatives of the Canadian Government regarding workmen's compensation and unemployment insurance in connection with

the construction of the military highway to Alaska and other United States projects in Canada.

It is also the understanding of the Canadian Government that, as a result of these discussions, it has been agreed:

A-(1) that United States contractors engaged upon the construction of the military highway to Alaska as well as upon or in connection with all other current and future projects of the United States in Canada undertaken pursuant to agreement between the two Governments, shall normally employ only employees whose original contract of employment is made outside Canada and who have not been ordinarily resident in Canada in the three months prior to such original contract. These employees are hereinafter designated as United States employees;

(2) that it is, however, recognized that in some instances employees ordinarily resident in Canada have already been employed by United States contractors engaged on projects to which this note applies and that in some special cases it may be necessary for United States contractors to be permitted to engage employees ordinarily resident in Canada; but that in such cases it is agreed that the employees will be secured through the Canadian Employment Service;

(3) that United States contractors engaged on projects to which this note applies shall not in respect of their United States employees be subject to Canadian laws or regulations, whether federal or provincial, governing wage rates, hours of labour and conditions of work;

(4) that United States contractors engaged upon projects to which this note applies shall not be subject in respect of their United States employees to Canadian workmen's compensation laws and regulations, whether federal or provincial, but shall be subject in respect of such United States employees to the provisions of the Longshoremen's and Harbor Workers' Compensation Act of the United States as amended by Public Law No. 208, 77th Congress;

(5) that, with the exception provided in paragraph A-(6) of this note, Canadian contractors engaged on such projects shall, in respect of their Canadian employees, be subject to the applicable Canadian workmen's compensation laws;

(6) that the employees whether United States or Canadian of contractors, whether United States or Canadian, engaged by the United States on such projects in the Northwest Territories and the Yukon, shall be covered by the Longshoremen's and Harbor Workers' Compensation Act of the United States, as amended by Public Law No. 208, 77th Congress, and that pursuant to United States public law No. 208 representatives of the United States Employees' Compensation Commission will be available in those areas to hear and determine claims of workmen, both United States and Canadian, and that no Canadian provincial or federal workmen's compensation laws shall apply to any such employees in the Northwest Territories and the Yukon;

and that the applicability to such projects of the Longshoremen's and Harbor Workers' Compensation Act of the United States, as amended by Public Law No. 208, 77th Congress, will be implemented either by appropriate United States administrative ruling or by legislation;

(7) that, except as otherwise provided in paragraphs A-(4) and A-(5) of this note, Canadians employed by United States contractors and United States employees employed by Canadian contractors on such projects will in respect of workmen's compensation be made the subject of agreement with the provincial governments concerned, and, if federal authority is necessary to give effect to such agreement, appropriate orders in council will be issued by the federal government at the request of the province concerned;

(8) that, in case of appeal by a Canadian employee from a ruling of the United States Employees' Compensation Commission, the Canadian Government shall have the right in its discretion to have qualified counsel appear in behalf of such Canadian employee;

(9) that civil employees of the United States Government on such projects, whether United States or Canadian, will be subject to the Federal Employees' Compensation Act of the United States, and therefore no Canadian federal or provincial workmen's compensation law will be applied to them;

B-(1) that the Canadian Unemployment Insurance Act will not be applicable to United States employees of contractors in Canada on such projects, whether such contractors are United States or Canadian;

(2) that the Canadian Unemployment Insurance Act will be applicable to Canadian employees of contractors in Canada, whether such contractors are United States or Canadian, and deductions for such insurance will be forwarded together with the contractors' contributions to the proper office of the Unemployment Insurance Commission of Canada;

(3) that the Canadian Unemployment Insurance Act will not apply to civil employees of the United States Government on such projects in Canada whether United States or Canadian;

C- that the operation of United States insurance companies in Canada under the United States War Department Insurance Rating Plan or similar plans of the other United States governmental agencies, in relation to the projects to which this note applies, will be exempted in respect of such operations from Canadian taxation on premium and income; they shall nevertheless be registered in Canada and approved by the Canadian Superintendent of Insurance.

Accept, Sir, the renewed assurances of my highest consideration.

W. L. MACKENZIE KING  
*Secretary of State for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*The United States Legation,  
Ottawa, Canada.*

## IMPORTATION PRIVILEGES FOR GOVERNMENT OFFICIALS AND EMPLOYEES

*Exchange of notes at Ottawa July 21, October 29, and November 9,  
1942*

*Entered into force November 9, 1942*

57 Stat. 1379; Executive Agreement Series 383

*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

OTTAWA, July 21, 1942

No. 113

SIR,—

I have the honour to refer to the suggestions made by the Legation some years ago, and renewed in the Legation's Memorandum of December 4, 1941, regarding the granting of the privilege of free import after first arrival to several categories of United States officials in Canada who do not at present receive it.

2. After careful consideration, the Canadian Government has decided that it would be willing to grant this privilege to Consuls and Vice Consuls of career but not to any other United States officials in Canada who do not at present receive it. The Canadian Government's proposal is, of course, conditional on reciprocity. In view of the fact that Canada does not have any Consuls or Vice Consuls in the United States, and is not likely to have a large number of them for many years, it is desired that the privilege of free import after first arrival be given to Canadian Trade Commissioners and Assistant Trade Commissioners in the United States, as well as to Canadian Consuls and Vice Consuls of career, if and when any should be appointed.

3. The Canadian Government has also had under consideration another aspect of the Customs Regulations, namely, the right of free entry on first arrival for United States Government employees who are not expressly given that privilege by the Regulations under Tariff Item 706 e.g. clerks of the United States Legation and of Consulates, officers and employees of the United States Customs offices, etc. In practice such persons are given free entry on first arrival by entering them as "Settlers". I understand that in the United States a similar procedure is used to grant free entry on first arrival to non-diplomatic employees of the Canadian Government.



4. We propose that the privilege of free entry on first arrival should be expressly extended to all employees (of United States nationality) of the United States Government sent to posts in Canada and to all employees (of Canadian nationality) of the Canadian Government sent to posts in the United States. This free entry on first arrival should cover private automobiles, but not spirituous liquors.

5. I should be glad to learn whether the proposals set forth above are acceptable to the United States Government. If they are, I should like to know whether your Government desires to have a formal exchange of notes suitable for publication, or whether this Note and your reply will be sufficient.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*United States Legation,  
Ottawa, Canada.*

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*The American Minister to the Secretary of State for External Affairs*

LEGATION TO THE  
UNITED STATES OF AMERICA  
*Ottawa, October 29, 1942*

No. 783

SIR:

I have the honor to refer to your note No. 113 of July 21, 1942, regarding the extension of the free importation privilege to American consuls and vice consuls of career on a basis of reciprocity, which would include on the part of Canadians in the United States, trade commissioners and assistant trade commissioners, since the Canadian Government does not now have consuls or vice consuls in the United States.

It has been noted that the Canadian Government is also willing, on a basis of reciprocity, to affirm its previous practice of granting free entry on first arrival to United States Government employees, other than diplomatic and consular officers, which would include clerks of the United States Legation and Consulates and officers and employees of the United States Customs offices. It has also been noted that the Canadian Government is unwilling to have free entry on first arrival for these employees include spirituous liquors.

I have now been instructed to inform you that my Government is prepared to accord, reciprocally, to Canadian consuls and vice consuls, should such officers be assigned to the United States, and to Canadian trade com-



missioners and assistant trade commissioners who are Canadian nationals and not engaged in any private occupation for gain, the privilege of importing articles, the importation of which is not prohibited, for their personal use free of duty upon their first arrival, upon their return from leave of absence spent abroad and during the time they are stationed in the United States. Furthermore, my Government is prepared to admit free of duty, on a reciprocal basis, all articles, except spirituous liquors and articles the importation of which is prohibited, imported on first arrival for their personal use by Government employees of Canada other than diplomatic and consular officers, trade commissioners and assistant trade commissioners who are Canadian nationals and not engaged in any private occupation for gain.

I shall appreciate receiving confirmation that the Canadian Government is prepared, reciprocally, to grant the same privileges to like American officers and employees, and, if this be the case, I suggest that this note and your reply thereto be considered as concluding the agreement on this subject between our two Governments, which shall remain in effect until terminated by either Government.

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable

THE SECRETARY OF STATE

FOR EXTERNAL AFFAIRS,

Ottawa.

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 155

OTTAWA, November 9, 1942

SIR,

I have the honour to refer to your note No. 783 of October 29, 1942, regarding importation privileges for government officials and employees.

The Canadian Government agrees with the understandings set forth in your note which, with this note, shall be considered as concluding an agreement between our two Governments, which shall remain in effect until terminated by either Government.

Accept, Sir, the renewed assurances of my highest consideration.

LAURENT BEAUDRY

for

*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,

*Legation of the United States of America,*

Ottawa.

## POSTWAR ECONOMIC SETTLEMENTS

*Exchange of notes at Washington November 30, 1942*

*Entered into force November 30, 1942*

56 Stat. 1815; Executive Agreement Series 287

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*November 30, 1942*

SIR:

I have the honor to set forth below my understanding of the conclusions reached in conversations which have taken place from time to time during the past year between representatives of the Government of the United States and the Government of Canada with regard to post-war economic settlements.

Our two Governments 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. They have agreed to provide mutual aid both in defense and in economic matters through the Ogdensburg<sup>1</sup> and Hyde Park Agreements<sup>2</sup> and subsequent arrangements. They are in agreement that post-war settlements must be such as to promote mutually advantageous economic relations between them and the betterment of world-wide economic relations.

To that end the Governments of the United States of America and of Canada are prepared to cooperate in formulating a program of agreed action, 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.<sup>3</sup>

<sup>1</sup> Joint statement issued Aug. 18, 1940 (*ante*, p. 189).

<sup>2</sup> Joint statement issued Apr. 20, 1941 (*ante*, p. 216).

<sup>3</sup> EAS 236, *ante*, vol. 3, p. 686.

Our Governments have in large measure similar interests in post-war international economic policy. They undertake to enter at an early convenient date into conversations between themselves and with representatives of other United Nations with a view to determining, in the light of governing economic conditions, the best means of attaining the above-stated objectives by agreed action on the part of our two Governments and other like-minded Governments. In the conversations to be undertaken between the Governments of the United States of America and of Canada they will seek to furnish to the world concrete evidence of the ways in which two neighboring countries that have a long experience of friendly relations and a high degree of economic interdependence, and that share the conviction that such reciprocally beneficial relations must form part of a general system, may promote by agreed action their mutual interests to the benefit of themselves and other countries.

If the Government of Canada concurs in the foregoing statement of conclusions, I would suggest that the present note and your reply to that effect should be regarded as placing on record the understanding of our two Governments in this matter.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

LEIGHTON McCARTHY,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION  
WASHINGTON

*November 30th, 1942*

No. 760

SIR:

I have the honour to refer to your note of November 30th, 1942, setting forth your understanding of the conclusions reached in conversations between representatives of the Government of Canada and the Government of the United States with regard to post-war economic settlements. That understanding is as follows.

Our two Governments are prepared to cooperate in formulating a program of agreed action, 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 bar-

riers; and, in general, to the attainment of all the economic objectives set forth in the Joint Declaration made on August 14th, 1941, by the President of the United States of America and the Prime Minister of the United Kingdom.

Our Governments have in large measure similar interests in post-war international economic policy. They undertake to enter at an early convenient date into conversations between themselves and with representatives of other United Nations with a view to determining, in the light of governing economic conditions, the best means of attaining the above-stated objectives by agreed action on the part of our two Governments and other like-minded Governments. In the conversations to be undertaken between the Governments of Canada and of the United States of America they will seek to furnish to the world concrete evidence of the ways in which two neighbouring countries that have a long experience of friendly relations and a high degree of economic interdependence, and that share the conviction that such reciprocally beneficial relations must form part of a general system, may promote by agreed action their mutual interests to the benefit of themselves and other countries.

I am instructed to inform you that the Government of Canada concur in the foregoing statement of conclusions and agree to your suggestion that your note of November 30th, 1942, and this reply should be regarded as placing on record the understanding of our two Governments in this matter.

Accept, Sir, the renewed assurance of my highest consideration.

LEIGHTON MCCARTHY

The Hon. CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

## HAINES-CHAMPAGNE SECTION OF ALASKA HIGHWAY

*Exchange of notes at Ottawa November 28 and December 7, 1942  
Entered into force December 7, 1942*

57 Stat. 1377; Executive Agreement Series 382

*The American Minister to the Secretary of State for External Affairs*

LEGATION TO THE  
UNITED STATES OF AMERICA

*Ottawa, November 28, 1947*

No. 798

SIR:

I have the honor to refer to my conversation with Mr. Keenleyside of November 11, 1942, in which, on behalf of the Government of the United States of America, I requested the approval of the Canadian Government for the construction by appropriate American agencies of the Canadian section of a road from Haines Point, Alaska, to Champagne, Yukon Territory, where it would join the Alaska (Alcan) Highway which is now being constructed according to agreement between our two Governments.

As I pointed out, the construction of this cut-off road would give the United States Army additional facilities for distributing supplies in Yukon and Alaska by truck, and would materially supplement the quantity of freight that can now be moved into the Whitehorse area over the narrow gauge White Pass and Yukon Railway.

The Canadian Government was good enough to inform me orally on November 19, 1942, that it authorized the construction of that part of the Haines-Champagne road which lies in Canada and I have been directed to express the appreciation of the United States Government for this new mark of Canadian cooperation.

My Government has now instructed me to propose to the Canadian Government that the Haines-Champagne cut-off road shall henceforth be considered an integral part of the Alcan Highway, subject in all applicable

respects to the terms of the agreement reached in our exchange of notes of March 17-18, 1942.<sup>1</sup>

Accept, Sir, the renewed assurances of my highest consideration.

PIERREPONT MOFFAT

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 171

OTTAWA, *December 7, 1942*

SIR,

I have the honour to refer to your note No. 798 of November 28, 1942, in which you propose, on behalf of your Government, that the Haines-Champagne cut-off road shall henceforth be considered an integral part of the Alcan Highway, subject in all applicable respects to the terms of the agreement reached in our exchange of notes of March 17-18, 1942. This proposal appears to be covered by the decision of the War Committee on November 18, 1942, that permission be given to the United States to construct the Highway on the understanding that terms would be worked out between the two countries similar to those in effect for the Alaska Highway.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*Ottawa, Canada.*

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<sup>1</sup> EAS 246, *ante*, p. 261.

## FUR SEALS

*Exchange of notes at Washington December 8 and 19, 1942, with text of agreement*

*Entered into force May 30, 1944; operative from June 1, 1942*

*Article X amended by agreement of December 26, 1947*<sup>1</sup>

*Terminated October 14, 1957, by convention of February 9, 1957*<sup>2</sup>

58 Stat. 1379; Executive Agreement Series 415

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*December 8, 1942*

SIR:

I have the honor to refer to the conversation on August 12, 1942 between Mr. Merchant M. Mahoney, Counselor of the Canadian Legation, and an officer of the Department when Mr. Mahoney left an informal memorandum dated August 10, 1942 in which it is stated that the terms of the Department's note dated May 7, 1942 and the proposed provisional fur seal agreement between the United States and Canada contained therein are generally acceptable to the Canadian authorities but that the Canadian Department of Fisheries desires an interpretation of certain specific points.

The first of the points on which an interpretation is desired relates to the basis for the suggestion made by this Government that the Canadian share of the fur scalpskins taken annually on the Pribilof Islands be increased to 20 percent by adding to the 15 percent heretofore received by Canada under the fur seal convention concluded on July 7, 1911<sup>3</sup> between the United States, Great Britain, Japan, and Russia, a part of the share formerly received by Japan under that convention. With regard to this I am pleased to say that, in accordance with conversations between representatives of our two Governments, this Government's proposal that the Canadian share of the fur seal-skins be increased to 20 percent is in recognition of the principles underlying the fur seal convention of July 7, 1911, and the cooperation of the Canadian Government in scientific arrangements for the conservation of the fur seal

<sup>1</sup> TIAS 1686, *post*, p. 457.

<sup>2</sup> 8 UST 2283; TIAS 3948.

<sup>3</sup> TS 564, *ante*, vol. 1, p. 804.



herd. This figure is calculated with reference to the pro rata share heretofore received by Canada and to Canada's established interest in the fur seal resources, and is intended to be provisional only for the purposes of the present agreement.

With reference to the second point mentioned in the Legation's memorandum, I have to say that no objection is perceived to the deletion of the word "North" as used in the expression "North Pacific Ocean" in Article I of the text of the agreement as proposed in the Department's note of May 7, 1942.

No objection is perceived to the suggestion, made under the third point in the Legation's memorandum, that consultations between the two Governments from time to time regarding the level of population of the herd, provided for by Article VIII of the proposed agreement, shall also include other important phases of management or policy relating to the herd.

Likewise, no objection is perceived to the suggestions, made under the fourth point in the Legation's memorandum, that the agreement shall be retroactive for the 1942 season; also that it shall remain in effect for twelve months after the end of the present emergency unless either Government enacts legislation contrary to its provisions or until twelve months after either Government shall have notified the other Government of an intention of terminating the agreement.

With particular reference to the text of the proposed agreement it is understood, from conversations between representatives of our two Governments, that as far as practicable the provisions of the fur seal convention of July 7, 1911 should be incorporated in the agreement together with the following principal changes and additions:

(1) An increase in the Canadian share of the fur sealskins taken annually on the Pribilof Islands from 15 percent to 20 percent.

(2) A provision in the agreement for pelagic sealing under emergency circumstances. It is the view of the Government of the United States that the details regarding the conditions under which pelagic sealing might be conducted and the sharing of the sealskins taken by pelagic sealing should be the subject of consultation between the two Governments in the event circumstances indicate that pelagic sealing should be resorted to in order to utilize effectively the fur seal herd.

(3) A provision permitting the issuance of permits for the taking of fur seals for purposes of scientific research and the exchange of information by such research.

(4) A provision that the two Governments consult from time to time regarding the level of population at which the seal herd is to be maintained or other important phases of management or policy.

In the light of these considerations, the Government of the United States is prepared to enter into a provisional fur seal agreement with the Govern-

ment of Canada in the following terms which embody the suggestions made by representatives of the Canadian Government:

#### ARTICLE I

The provisions of this Agreement shall apply to all waters of the Bering Sea and the Pacific Ocean, north of the thirtieth parallel of north latitude and east of the one hundred and eightieth meridian.

#### ARTICLE II

The Government of the United States of America and the Government of Canada mutually and reciprocally agree that:

(a) Excepting as may be authorized pursuant to paragraph (c) of this Article, nationals or citizens of the respective countries, and all persons, and vessels, subject to their laws and treaties, shall be prohibited, while this Agreement remains in force, from engaging in pelagic sealing in the waters within the area defined in Article I, and that every such person and vessel offending against such prohibition may be seized, except within the territorial jurisdiction of the other Party to this Agreement, and detained by the naval or other duly commissioned officers of either of the Parties, to be delivered as soon as practicable to an authorized official of their own nation at the nearest point to the place of seizure, or elsewhere as may be mutually agreed upon; and that the authorities of the nation to which such person or vessel belongs alone shall have jurisdiction to try the offense and impose the penalties for the same; and that the witnesses and proofs necessary to establish the offense, so far as they are under the control of either of the Parties to this Agreement, shall be furnished with all reasonable promptness to the authorities having jurisdiction to try the offense;

(b) No person or vessel shall be permitted to use any of the ports or harbors of either of the Parties to this Agreement or any part of the territories of such Parties for any purposes connected with the operation of pelagic sealing in the waters within the area defined in Article I; and the importation into or possession within their respective territories of skins of fur seals taken in those waters other than in accord with the provisions of this Agreement shall not be permitted; and

(c) Notwithstanding the foregoing provisions, pelagic sealing may be conducted, in the event of emergency circumstances, by an agency or agencies authorized by either of the two Governments under such conditions and for such a period as may be agreed upon by consultation between the two Governments, and the skins thus taken shall be shared in such a manner as may be agreed upon between them.

## ARTICLE III

The United States agrees that of the total number of sealskins taken annually under the authority of the United States upon the Pribilof Islands or any other islands or shores of the waters defined in Article I subject to the jurisdiction of the United States to which any seal herds hereafter resort, there shall be delivered at the Pribilof Islands or at such other point or points as may be acceptable to both Governments, at the end of each season during the term of this Agreement 20 percent gross in number and value thereof to an authorized agent of the Canadian Government.

## ARTICLE IV

It is agreed on the part of Canada that in case any fur seals hereafter resort to any islands or shores of the waters defined in Article I subject to the jurisdiction of Canada, there shall be delivered at the end of each season during the term of this Agreement 20 percent gross in number and value of the total number of sealskins taken annually from such herd to an authorized agent of the Government of the United States of America at Vancouver, British Columbia, or at such other point or points as may be acceptable to both Governments.

## ARTICLE V

The provisions of this Agreement shall not apply to Indians, Aleuts, or other aborigines dwelling on the coasts of the waters defined in Article I, who carry on pelagic sealing in canoes not transported by or used in connection with other vessels, and propelled entirely by oars, paddles, or sails, and manned by not more than five persons each, in the way hitherto practiced, and without the use of firearms; provided that such aborigines are not in the employment of other persons or under contract to deliver the skins to any person.

## ARTICLE VI

The term pelagic sealing is hereby defined for the purposes of this Agreement as meaning the killing, capturing, or pursuing in any manner whatsoever of fur seals at sea.

## ARTICLE VII

Notwithstanding anything contained in the preceding Articles of the present Agreement, either Party of this Agreement may grant to any of its nationals or agencies a special permit to take fur seals for purposes of scientific research subject to such restrictions as to number and subject to such other conditions as the Party deems appropriate. Each Party shall at the end of each calendar year inform the other Party of the number of animals taken and the data obtained under such permits.

## ARTICLE VIII

Nothing contained in the present Agreement shall restrict the right of the United States at any time to suspend altogether the taking of sealskins upon the Pribilof Islands or any other islands or shores of the waters defined in Article I subject to its jurisdiction, or the right of the United States to impose such restrictions and regulations upon the total number of skins which may be taken in any season and the manner and times and places of taking skins as may seem necessary to protect and preserve the seal herd or to increase its numbers, provided, however, that the two Governments will consult from time to time regarding the level of population at which the seal herd is to be maintained or other important phases of management or policy.

## ARTICLE IX

Each of the Parties agrees to enact and enforce such legislation as may be necessary to make effective the foregoing provisions with appropriate penalties for violations thereof.

The Parties further agree to cooperate with each other in taking such measures as may be appropriate for the enforcement of the foregoing provisions.

ARTICLE X<sup>4</sup>

This Agreement shall enter into force on the day the President of the United States of America approves legislation enacted by the Congress of the United States for its enforcement, and the day the Government of Canada issues an Order in Council applying the provisions of the Agreement, or should the President's approval of the legislation and the issuance of the Order in Council be on different days, on the date of the later in time of such approval by the President or issuance of such Order in Council. When this Agreement shall have entered into force it shall be deemed to have been in effect as from June 1, 1942. The Agreement shall remain in effect for the duration of the present emergency and twelve months thereafter unless either the Government of the United States of America or the Government of Canada enacts legislation contrary to its provisions or until twelve months after either Government shall have notified the other Government of an intention of terminating the Agreement.

If the foregoing is acceptable to the Government of Canada, this note and your reply thereto will be regarded as placing on record the provisional agreement of the Government of the United States of America and the Govern-

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<sup>4</sup> For an amendment to art. X, see agreement of Dec. 26, 1947 (TIAS 1686), *post*, p. 457.

ment of Canada for the protection, preservation and utilization of the fur seal herd of the Pribilof Islands.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

LEIGHTON MCCARTHY, K.C.,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*December 19, 1942*

No. 794

SIR:

I have the honour to acknowledge the receipt of your Note of December 8th, 1942, setting forth the terms of the provisional fur seal agreement which the Government of the United States is prepared to enter into with the Government of Canada.

Under instructions from my Government, I hereby advise you that the Government of Canada accepts the proposals of the Government of the United States contained in your Note and in particular the provisional agreement.

Accept, Sir, the renewed assurances of my highest consideration.

LEIGHTON MCCARTHY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

## CANOL PROJECT: EXPLORATORY WELLS

*Exchange of notes at Ottawa December 28, 1942, and January 13, 1943, supplementing agreement of June 27 and 29, 1942*

*Entered into force January 13, 1943*

*Supplemented by agreement of January 18, February 17, and March 13, 1943<sup>1</sup>*

*Became obsolete at conclusion of World War II*

57 Stat. 1418; Executive Agreement Series 388

*The American Minister to the Secretary of State for External Affairs*

LEGATION TO THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, December 28, 1942*

No. 818

SIR:

I have the honor to refer to our exchange of notes of June 27 and June 29, 1942,<sup>2</sup> regarding the desire of the United States Government to take steps for extending the fuel supply for the U.S. Army in Canada and Alaska. At that time the United States Government proposed, and the Canadian Government approved, the so-called Canol Project which included, *inter alia*, the drilling of wells in the vicinity of Norman Wells, and the laying of a pipeline from Norman Wells to Whitehorse, capable of delivering 3,000 barrels of oil daily.

The developments of our joint war effort have in the opinion of my Government made it vitally necessary to discover additional sources of petroleum in northwestern Canada and Alaska, capable of producing from 15,000 to 20,000 barrels per day, to supplement the supply which will be obtained from Norman Wells. This will require the drilling of exploratory, or in oil parlance "wildcat" wells in this northern region. As such operations should be conducted in a number of widely separated locations in the Northwest Territories, where oil is believed to exist, it is suggested that the area in Canada within which such operations are authorized be bounded on the north by the Arctic Ocean, on the east by the 112th meridian, on the south by the 60th parallel, on the west by the Continental Divide and the Alaska-Canadian Border.

The operations under immediate contemplation—as a result of which, however, it may prove desirable to enlarge or expand the Canol Project—are for the sole purpose of discovering oil fields capable of producing the required 20,000 barrels per day. No plans have as yet been worked out cover-

<sup>1</sup> EAS 389, *post*, p. 314.

<sup>2</sup> EAS 386, *ante*, p. 276.

ing the refineries, storage or distribution systems beyond those already authorized and approved by the Canadian Government.

In view of all the circumstances involved, and the increasingly urgent need of additional fuel for military purposes in the far north, the Government of the United States of America hopes that the Canadian Government will approve these exploratory operations with the understanding that the United States Army authorities be allowed during the war to drill through contract with one or more companies either Canadian or American, to develop through contract with one or more Canadian companies, and to make use of any petroleum sources that may be discovered, subject to Canadian regulations governing such operations and to the further understanding that operations would be subject to the provisions of our exchange of notes of June 27 and June 29 above referred to, insofar as such provisions are not inconsistent with the provisions of this note and are capable, with necessary adaptations and modifications, of being applied to such operations. My Government will of course keep the Canadian Government fully informed of any future plans for carrying out these operations.

Accept, Sir, the renewed assurances of my highest consideration.

For the Minister:

LEWIS CLARK

*Second Secretary of Legation*

The Right Honorable

THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 2

OTTAWA, January 13, 1943

SIR,

I have the honour to inform you that the Canadian Government accepts the proposals set forth in your note of December 28, 1942, No. 818, concerning the drilling of exploratory oil wells in the Northwest Territories.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for

*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*The Legation of the United States of America,  
Ottawa, Canada.*



## POSTWAR DISPOSITION OF DEFENSE INSTALLATIONS AND FACILITIES

*Exchange of notes at Ottawa January 27, 1943*

*Entered into force January 27, 1943*

*Modified by agreement of November 22 and December 20, 1944<sup>1</sup>*

57 Stat. 1429; Executive Agreement Series 391

*The American Chargé d'Affaires ad interim to the Secretary of State  
for External Affairs*

LEGATION TO THE  
UNITED STATES OF AMERICA

*Ottawa, January 27, 1943*

No. S27

SIR:

Under instructions from my Government, I have the honor to refer to conversations relating to the post-war disposition of various facilities being or to be constructed in Canada by the Government of the United States.

Although in many instances the Governments of the United States of America and of Canada have reached specific agreements covering the post-war disposition of defense projects and installations which, in order more effectively to prosecute the war, the Government of the United States, with the consent and approval of the Canadian Government, has built or is building in Canada, nevertheless there seemed advantage in defining certain general principles which in the absence of special circumstances should serve as a guide to the two Governments in formulating any future agreements covering the post-war disposition of such projects or installations in Canada. The same general principles would of course apply reciprocally in the event of any project or installation being built by the Canadian Government in the United States territory.

The matter was referred to the Permanent Joint Board on Defense which after careful study adopted the following Recommendation on January 13, 1943.

"The Board considered the question of the post-war disposition of the defense projects and installations which the Government of the United States has built or may build in Canada. The Board noted that the two Governments

<sup>1</sup> EAS 444, *post*, p. 377.

have already reached specific agreements for the post-war disposition of most of the projects and installations thus far undertaken. It considers that such agreements are desirable and should be made whenever possible.

"The Board recommends the approval of the following formula as a generally fair and equitable basis to be used by reference whenever appropriate in the making of agreements in the future and to cover such defense projects, if any, the post-war disposition of which has not previously been specifically provided for:

"A: All immovable defense installations built or provided in Canada by the Government of the United States shall within one year after the cessation of hostilities, unless otherwise agreed by the two Governments, be relinquished to the Crown either in the right of Canada or in the right of the province in which the same or any part thereof lies, as may be appropriate under Canadian law.

"B: All movable facilities built or provided in Canada by the Government of the United States shall within one year after the cessation of hostilities, unless otherwise agreed by the two Governments, at the option of the United States Government:

(1) be removed from Canada;

or

(2) be offered for sale to the Government of Canada, or with the approval of the Government of Canada, to the Government of the appropriate Province at a price to be fixed by a Board of two appraisers, one to be chosen by each country and with power to select a third in the case of disagreement.

"C: In the event that the United States Government has foregone its option as described in B (1), and the Canadian Government or the Provincial Government decides to forego its option as described in B (2), the facility under consideration shall be offered for sale in the open market, any sale to be subject to the approval of both Governments.

"D: In the event of no sale being concluded the disposition of such facility shall be referred for recommendation to the Permanent Joint Board on Defense or to such other agency as the two Governments may designate.

"The principles outlined above shall reciprocally apply to any defense projects and installations which may be built in the United States by the Government of Canada.

"All of the foregoing provisions relate to the physical disposition and ownership of projects, installations, and facilities and are without prejudice to any agreement or agreements which may be reached between the Governments of the United States and Canada in regard to the post-war use of any of these projects, installations, and facilities."

I have today been directed to inform you that this Recommendation has been approved by the Government of the United States of America, which would welcome confirmation from you that it has likewise been approved by the Government of Canada.

Accept, Sir, the renewed assurances of my highest consideration.

LEWIS CLARK  
*Charge d'Affaires ad interim*

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS  
*Ottawa.*

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*The Secretary of State for External Affairs to the American  
Chargé d'Affaires ad interim*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 7

OTTAWA, January 27, 1943

SIR:

I have the honour to acknowledge receipt of your note of January 27, 1943, No. 827, in which you referred to recent discussions relating to the post-war disposition of various defence projects, installations and facilities being or to be constructed in Canada by the Government of the United States with the consent and approval of the Government of Canada.

It is noted with satisfaction that the Government of the United States has approved the Twenty-Eighth Recommendation of the Permanent Joint Board on Defence which dealt with this matter and which read as follows:

[For text of recommendation, see U.S. note, above.]

It gives me pleasure to inform you that the Canadian Government has also approved this Recommendation and has so informed the Permanent Joint Board on Defence.

Accept, Sir, the renewed assurances of my highest consideration.

MACKENZIE KING  
*Secretary of State  
for External Affairs*

THE CHARGÉ D'AFFAIRES AD INTERIM,  
*United States Legation,  
Ottawa, Canada.*

## LEASE OF WHITE PASS AND YUKON RAILWAY

*Exchange of notes at Ottawa February 22 and 23, 1943, with Canadian  
Order in Council of November 6, 1942*

*Entered into force February 23, 1943*

*Terminated by agreement of March 31, 1960*<sup>1</sup>

57 Stat. 1423; Executive Agreement Series 390

*The Secretary of State for External Affairs to the American Chargé d'Affaires  
ad interim*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 17

OTTAWA, February 22, 1943

SIR,

I have the honour to refer to the correspondence and negotiations with regard to the White Pass and Yukon Route. I am enclosing for your information a copy of an Order in Council P. C. 10067, dated the 6th of November, 1942. This Order in Council is in terms which have already met with your approval, and which establish the legal foundation for the operation and maintenance by the Government of the United States of America for the duration of the war of the Railway owned by the British Yukon Railway Company and the British Columbia – Yukon Railway, which form parts of the White Pass and Yukon Route.

2. The arrangements which have been agreed upon contemplate that there may be agreements concluded between the Government of the United States of America and the Government of Canada, or the Government of the Province of British Columbia, in respect of matters within the jurisdiction of such governments. It is my understanding that the authorities of your Government who are interested in this matter considered that such agreements should be of a flexible character, and should be entered into by recording, from time to time, by Exchange of Notes, arrangements which concern the two Governments. It is likely that in the course of the operation of the White Pass and Yukon Route further matters will arise requiring modifications and changes, and that your Government and mine will co-operate in

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<sup>1</sup> 11 UST 2486; TIAS 4631.

bringing these about. There are, however, certain understandings which have already met with the approval of the interested departments of the two Governments during the negotiations at the meeting which was held on October 16, 1942.

3. Accordingly, it is desirable to place on record the following understandings:

(1) The monthly rental is to be paid by the United States Government in United States Dollars, and insofar as United States taxation is concerned is to be net to the companies.

(2) The Canadian Government will continue to charge against the Canadian companies, namely the British Columbia – Yukon Railway Company and the British Yukon Railway Company in the usual manner all taxes other than taxation of operating income. For the terms of the lease, corporation income taxes will be based upon income from rental only and there will be no taxation of operating profits as such. Similarly, it is open to the Province of British Columbia to continue to charge against the British Columbia – Yukon Railway Company such taxes as it has heretofore imposed upon the company, without regard to the operation of the White Pass and Yukon Route by the United States Government.

(3) Civilian personnel resident in Canada will pay taxes to the Canadian Government, even though they are actually employed by the United States Government. Civilian employees resident in United States territory and United States Army personnel will not, by reason of their employment on the White Pass and Yukon Route, be subject to Canadian taxation.

(4) Civilian personnel will be subject to local Workmen's Compensation and Unemployment Insurance laws and regulations in the same manner as if they were directly employed by the Canadian companies. This will apply only to civilian personnel residing in Canadian territory, and will have no application to United States Army personnel or civilian personnel resident in United States territory. United States authorities will supply the necessary information to the Workmen's Compensation and Unemployment Insurance authorities, but will not be required to make deductions at the source.

(5) The United States Government will furnish by February 15 of each year full information with respect to remuneration paid to civilian personnel resident in Canada, but will not be required to make deductions at the source for taxation purposes.

(6) The annual operating report to the Board of Transport will be made in the joint names of the two Canadian companies. This report will show substantially the same information as it has heretofore, with the exceptions that operating statistics will be omitted, and that the only income shown in the reports will be the annual rental received from the United States Govern-

ment. If required by the Board, operating statistics will be furnished by the United States Military Railway Service.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

THE CHARGÉ D'AFFAIRES AD INTERIM,  
*Legation of the United States of America,  
Ottawa, Canada.*

ORDER IN COUNCIL

P. C. 10067  
PRIVY COUNCIL  
CANADA

AT THE GOVERNMENT HOUSE AT OTTAWA  
FRIDAY, THE 6TH DAY OF NOVEMBER, 1942  
PRESENT:

HIS EXCELLENCY

THE GOVERNOR GENERAL IN COUNCIL:

WHEREAS the Secretary of State for External Affairs reports that—

(1) The Government of the United States of America wishes to lease from its present owners, for the purpose of the operation and maintenance thereof for the duration of the state of war now existing subject to prior termination, the railway known as the White Pass and Yukon Route, which runs from Skagway, Alaska, across British Columbia to Whitehorse, Yukon Territory.

(2) The Secretary of State for External Affairs is of opinion that, by reason of the state of war now existing, it is advisable for the security and defence of Canada and in particular of the west coast of Canada, that the owners of the said railway be authorized and empowered to enter into a lease of the railway for such purpose and that the Government of the United States of America be authorized to lease and maintain and operate the said railway for the duration of the state of war now existing.

(3) (a) The Alaska part of the railway is owned by the Pacific and Arctic Railway and Navigation Company, a West Virginia corporation.

(b) The Yukon part of the railway is owned by the British Yukon Railway Company (hereinafter called the Dominion Company), which was incorporated by Chapter 89 of the Statutes of Canada 60–61 Victoria, subsequently amended by 63–64 Victoria, Chapter 53; 1 Edward VII, Chapter 50; and 7–8 Edward VII, Chapter 88.

(c) The British Columbia part of the railway is owned by the British Columbia – Yukon Railway Company (hereinafter called the B. C. Com-

pany), which was incorporated by Chapter 49 of the Statutes of British Columbia, 1897.

(4) The Government of the United States of America has informed the Secretary of State for External Affairs that it intends to operate and maintain in so far as it is practicable, the part of the said railway in Canada during the term of the said lease in accordance with all laws in force in Canada, and all regulations, orders and tariffs made or established pursuant thereto, relating to or applicable in respect of the operation and maintenance of the said part of the railway in Canada in the same manner, unless inconsistent with the maximum war effort, as if such part of the said railway were being operated during such term by the Dominion and B.C. companies and in particular that it intends that:

(a) any lawful order of the Board of Transport Commissioners for Canada or of the Government of the Province of British Columbia addressed to or binding on the Dominion company or B. C. company during the term of the lease will be complied with;

(b) arrangements will be made to provide for the payment during the term of the lease of all taxes and of all assessments, contributions and other levies in respect of workmen's compensation or unemployment insurance in the same manner and to the same extent as if the said part of the railway were operated during the term of the lease by the Dominion and B. C. companies and for all such purposes the operation and maintenance of the part of the said railway in Canada shall be deemed to be carried on during the term of the said lease on behalf of the said companies subject to any special arrangement made between the Government of the United States and the Government of Canada or of the Government of the Province of British Columbia;

(c) any claim of any person in respect of loss or damage in any way arising out of the operation or maintenance of the said railway in Canada during the term of the lease will be dealt with as a claim against the company which is the owner of the part of the railway with respect to the operation or maintenance of which the claim is made and for such purpose and for the purpose of any legal proceedings in respect thereof the said part of the railway will be deemed to be operated and maintained by the said company during the term of the lease and all persons engaged in such operation or maintenance by the Government of the United States will be deemed to be agents or officers, servants or employees, as the case may be, of the said company;

(d) the railway will be operated and maintained during the term of the lease as a common carrier under the law in force in Canada applicable thereto and will carry all normal traffic and render all normal services and the interests of Canadian users of the railway will not be prejudiced by reason of the lease;

(e) if provision is made for the carrying into effect of the said lease in



the foregoing manner, the Government of the United States will indemnify and keep whole the said companies in respect of any liability incurred by such companies by reason thereof.

THEREFORE, His Excellency the Governor General in Council, on the recommendation of the Secretary of State for External Affairs, concurred in by the Minister of Transport, and under and by virtue of the powers conferred on the Governor in Council by the War Measures Act, Chapter 206, Revised Statutes of Canada, 1927, is pleased to order and doth hereby order as follows—

1. Notwithstanding any provisions to the contrary in the laws incorporating the British Yukon Railway Company and British Columbia – Yukon Railway Company or in the Railway Act of Canada or in any other law in force in Canada;

(a) the British Yukon Railway Company and the British Columbia – Yukon Railway Company are, subject to the provisions of paragraph 2 of this Order, empowered and authorized to lease the railways owned by such companies respectively, to the United States of America for the duration of the state of war now existing;

(b) the United States of America is authorized to operate and maintain for the duration of the state of war now existing, the said railways owned by the British Yukon Railway Company and the British Columbia – Yukon Railway Company.

2. Notwithstanding anything contained in the terms of any lease entered into under the authority of this order, the part of the railway known as the White Pass and Yukon Route in Canada so leased, shall be deemed, for the purpose of all laws in force in Canada and all regulations, orders, or tariffs made or established pursuant thereto, to be constructed, operated and maintained during the term of such lease by the British Yukon Railway Company and the British Columbia – Yukon Railway Company in respect of the part thereof owned by each such company, and each such company shall, in respect of the construction, operation and maintenance during the term of the lease of the part of the said railway owned by it, be liable under such laws, regulations, orders or tariffs in all respects as if it were constructing, operating and maintaining such part of the railway and without restricting the generality of the foregoing, each such company shall, in respect of the construction, operation and maintenance during the term of the lease of the part of the said railway owned by it, be liable:

(a) for any failure or omission to comply with or any contravention of any lawful order of the Board of Transport Commissioners for Canada or by the Government of the Province of British Columbia addressed to or binding on the said company during the term of the lease;

(b) to pay taxes and to pay any assessments, contributions or other levies

in respect of workmen's compensation or unemployment insurance to the same extent as if the construction, operation and maintenance of the railway during the term of the lease was carried on by the company, and for such purpose the construction, operation and maintenance of the railway during the term of such lease shall be deemed to be carried on on behalf of the company, unless such liability is expressly limited or altered in accordance with any agreement between the United States of America and the Government of Canada or of the Government of the Province of British Columbia in respect of matters within the jurisdiction of such governments respectively;

(c) in respect of any act or omission of any person engaged in the construction, operation or maintenance of such railway during the term of the lease by the Government of the United States in the same manner and to the same extent as if such person was an agent or an officer, servant or employee of the company, as the case may be, employed in the construction, operation and maintenance of the railway by the company.

3. The word "railway" as used in this Order includes all branches, extension, sidings, stations, depots, wharves, rolling stock, equipment, stores, bridges, tunnels and other structures, property real and personal and works connected therewith.

A. D. P. HEENEY  
*Clerk of the Privy Council*

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*The American Chargé d'Affaires ad interim to the Secretary of State  
for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, February 23, 1943*

No. 842

SIR:

I have the honor to acknowledge the receipt of your Note No. 17 of February 22, 1943, regarding the operation and maintenance by the Government of the United States of America for the duration of the war of the railway owned by the British Yukon Railway Company and the British Columbia—Yukon Railway, which form parts of the White Pass and Yukon Route.

I wish to confirm that the understandings of the Canadian Government, as outlined in your note, conform with those of my Government.

Accept, Sir, the renewed assurances of my highest consideration.

LEWIS CLARK  
*Chargé d'Affaires ad interim*

The Right Honorable

THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

## CANOL PROJECT: EXPLORATORY WELLS

*Exchange of notes at Ottawa January 18, February 17, and March 13, 1943, supplementing agreement of December 28 and January 13, 1943*

*Entered into force March 13, 1943*

*Became obsolete at conclusion of World War II*

57 Stat. 1420; Executive Agreement Series 389

*The Assistant Under Secretary of State for External Affairs  
to the American Minister*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

OTTAWA, January 18, 1943

DEAR MR. MOFFAT:

I wish to refer again to your note of December 28, 1942,<sup>1</sup> No. 818 on the proposals for drilling exploratory oil wells in the Northwest Territories. The question has arisen as to the best means of avoiding the possibility of the intervention of any one whose interest is not identical with that of the Canadian Government or of the United States Government, and who might make application for oil and gas rights in that part of the Northwest Territories under discussion.

It would facilitate the drafting of regulations if the United States authorities would indicate more definitely the particular districts, within the very large area described in your note No. 818, paragraph 2, which seem to be the most promising. These districts could then be reserved for exploration by nominees of the United States Government.

Yours sincerely,

H. L. KEENLEYSIDE

*Assistant Under Secretary of State  
for External Affairs*

The Honourable PIERREPONT MOFFAT,  
*United States Minister to Canada,  
Ottawa.*

<sup>1</sup> EAS 388, *ante*, p. 303.

*The American Chargé d'Affaires ad interim to the Assistant Under Secretary  
of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, February 17, 1943*

DEAR MR. KEENLEYSIDE:

I sent to the State Department for its comments the text of your letter to Mr. Moffat of January 18, 1943, regarding a more strict delimitation of the districts in which wildcatting would be done in the Northwest Territories in order that such districts might be reserved for exploration by nominees of the United States Government.

I have now received a reply to the effect that, while we are wholly in accord with your suggestion, it is nevertheless believed to be desirable that in any regulations which may be adopted there be nothing which would forbid operations anywhere within the broad general area mentioned in our note of December 28, 1942. I quote below, for your information, the pertinent parts of a letter of February 6, 1943, to the Secretary of State from the Secretary of War on this subject:

"This office is wholly in accord with the suggestion contained in Dr. Keenleyside's letter of January 18, 1943 that certain areas should be reserved for exploration by nominees of the United States in order to prevent the possible intervention of any one whose interest is not identical with that of the Canadian Government or of the United States Government.

"At the present time it is expected that the greater part of the wildcatting will be carried on in the district contiguous to the Mackenzie River, approximately 25 miles each side thereof, and extending from Fort Wrigley on the south to Good Hope on the north. It is hoped that sufficient sources of oil to fulfill our requirements will be discovered within this area. However, there are under consideration and surveys are being made of two major districts which, on the basis of presently available geological data, are considered to be the most promising for oil exploration. These areas are defined as follows:

a. *District of Mackenzie*—An area contiguous to the Mackenzie River, approximately 75 miles each side thereof, and extending from Great Slave Lake on the south to the Arctic Ocean on the north.

b. *Yukon Territory*—All that portion of the Yukon Territory lying north of the 66th parallel.

"It is believed that, in accordance with the suggestion of the Canadian authorities, it would be advantageous to both governments to have the two major areas as described above reserved for oil exploration by the United States in connection with the Canol Project, to the exclusion of other interests.

"Although it is expected that our activities will be confined within these two areas it would be considered inadvisable to have them strictly limited

thereto. It is therefore the desire of this department that any regulations which may be adopted be of such a nature as to permit operations anywhere within the broad general area described in our letter of November 18, 1942."

Sincerely yours,

LEWIS CLARK

*Chargé d'Affaires ad interim*

H. L. KEENLEYSIDE, Esquire,  
*Assistant Under Secretary of State  
for External Affairs,  
Ottawa.*

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*The Assistant Under Secretary of State for External Affairs to the American  
Chargé d'Affaires ad interim*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

OTTAWA, March 13, 1943

DEAR MR. CLARK,

With reference to your letter of February 17th, on the matter of a more strict delimitation of the districts in the Northwest Territories in which wild-cattling rights might be reserved for nominees of the United States Government, I have now received a reply from the Department of Mines and Resources on the subject.

The two areas mentioned in your letter are contiguous, namely:

1. *District of Mackenzie*—An area contiguous to the Mackenzie River, approximately 75 miles each side thereof, and extending from Fort Providence on the south to the Arctic Ocean on the north. Within the delta of the Mackenzie River, the line of reference shall be the East Channel.

2. *Yukon Territory*—All that portion of the Yukon Territory lying north of the 66th parallel.

It is proposed to apply the same regulations in these two areas as were worked out for the three areas already reserved by Orders-in-Council P. C. 1138 dated 12th February 1943, and P. C. 4140 of May 18th, 1942, as a result of consultation between Mr. Sidney Paige, Consulting Geologist attached to the office of Colonel Wyman, and Dr. Camsell. These regulations were published in the Canada Gazette on February 20th, 1943, and provide:

First, (clause 1) that no one can prospect without first obtaining permission;

Second, (clause 14) that the Minister should have the right to refuse to issue a permit when, in his opinion it might retard the search for and the development of the oil resources or interfere with the production of

petroleum for the use of His Majesty or of any country associated or allied with His Majesty in the conduct of the present war.

This should afford ample protection against nuisance staking and ensure that any exploratory and development work that may be carried on by bona fide companies other than those nominated by the United States Government will be made available for our war needs.

I trust that this arrangement will be satisfactory to all parties.

Yours sincerely,

H. L. KEENLEYSIDE  
*Assistant Under Secretary of State  
for External Affairs*

LEWIS CLARK, Esquire,  
*Charge d'Affaires,  
United States Legation,  
Ottawa.*

## 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*

57 Stat. 931; Executive Agreement Series 317

[For text, see *ante*, vol. 3, p. 755.]



## ACCESS TO ALASKA HIGHWAY

*Exchange of notes at Ottawa April 10, 1943, supplementing agreement  
of March 17 and 18, 1942*

*Entered into force April 10, 1943*

57 Stat. 1274; Executive Agreement Series 362

*The American Chargé d'Affaires ad interim to the Under Secretary of State  
for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, April 10, 1943*

MY DEAR MR. ROBERTSON:

The question has been raised in Washington as to whether the two phrases found in the American-Canadian exchange of notes of March 17-18, 1942,<sup>1</sup> regarding the post-war use of the Alaska Highway, apply equally to the use of the existing Canadian highways which would have to be used in order to reach the southern terminus of the Alaska Highway from the United States.

You will recall that the notes provide that at the conclusion of the war "that part of the highway which lies in Canada shall become in all respects an integral part of the Canadian highway system, subject to the understanding that there shall at no time be imposed any discriminatory conditions in relation to the user of the road as between Canadian and United States civilian traffic."

Elsewhere the Canadian Government agreed "to waive import duties, transit or similar charges on shipments originating in the United States and to be transported over the highway to Alaska, or originating in Alaska and to be transported over the highway to the United States."

Although it was originally intended that most of the traffic over the Alaska Highway would be routed to Dawson Creek, British Columbia, by rail, it has, as you know, been found expedient to send certain vehicles and transport certain supplies by highway from the United States to Dawson Creek en route to Alaska. My Government feels that it is a natural inference from the language quoted above that United States vehicles should be allowed to

<sup>1</sup> EAS 246, *ante*, p 261.

use the roads leading from the boundary to the Alaska Highway under conditions similar to those governing the use of the Highway itself.

Sincerely yours,

LEWIS CLARK  
*Chargé d'Affaires ad interim*

NORMAN A. ROBERTSON, Esquire,  
*Under Secretary of State  
for External Affairs,  
Ottawa.*

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*The Under Secretary of State for External Affairs to the American Chargé  
d'Affaires ad interim*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

OTTAWA, April 10, 1943

MY DEAR MR. CLARK,

I have received your letter of April 10th, on the question as to whether the two phrases found in the American-Canadian exchange of notes of March 17-18, 1942, regarding the post-war use of the Alaska Highway, apply equally to the use of the existing Canadian highways which would have to be used in order to reach the southern terminus of the Alaska Highway from the United States.

The notes provide that at the conclusion of the war "that part of the highway which lies in Canada shall become in all respects an integral part of the Canadian highway system, subject to the understanding that there shall at no time be imposed any discriminatory conditions in relation to the use of the road as between Canadian and United States civilian traffic."

Elsewhere in the exchange of notes the Canadian Government agrees "to waive import duties, transit or similar charges on shipments originating in the United States and to be transported over the highway to Alaska, or originating in Alaska and to be transported over the highway to the United States".

You have stated in your letter that although it was originally intended that most of the traffic over the Alaska Highway would be routed to Dawson Creek, British Columbia, by railway, it has been found expedient to send certain vehicles and transport certain supplies by highway from the United States to Dawson Creek en route to Alaska. My Government agrees that it is the natural inference from the language quoted above that United States vehicles should be allowed to use the roads leading from the boundary to the Alaska Highway under conditions and for purposes similar to those governing the use of the highway itself. (It may prove necessary, however, for

administrative reasons, to designate certain specific roads to be used in this way. It would not be practicable, for example, that United States trucks should be able to enter Canada at any point and still receive bonding privileges on the assumption that they intend eventually to proceed along the Alaska Highway to United States territory).

Yours sincerely,

N. A. ROBERTSON  
*Under Secretary of State  
for External Affairs*

LEWIS CLARK, Esquire  
*Chargé d'Affaires ad interim,  
United States Legation,  
Ottawa, Canada.*

## WAIVER OF CLAIMS RESULTING FROM COLLISIONS BETWEEN VESSELS OF WAR

*Exchange of notes at Washington May 25 and 26, 1943*

*Entered into force May 26, 1943*

*Article I interpreted by agreement of September 3 and November 11,  
1943*<sup>1</sup>

*Terminated by agreement of September 28 and November 13 and  
15, 1946*<sup>2</sup>

57 Stat. 1021; Executive Agreement Series 330

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*May 25, 1943*

SIR:

With reference to recent communications between the Government of the United States of America and the Government of Canada in relation to the making of an agreement between the two Governments providing that each Government shall bear the cost of damages to its own vessels arising from collisions between United States warships and ships of the Royal Canadian Navy, I have the honor to inform you that the Government of the United States of America, with a view to facilitating the conduct of the war, is prepared to give effect to an agreement in the following terms:

### ARTICLE I

The Government of the United States of America and the Government of Canada agree that when a vessel of war of either Government shall collide with a vessel of war of the other Government, resulting in damage to either or both of such vessels, each Government shall bear all the expenses which arise directly or indirectly from the damage to its own vessel, and neither Government shall make any claim against the other Government on account of such damage or expenses.

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<sup>1</sup> EAS 366, *post*, p. 335.

<sup>2</sup> TIAS 1582, *post*, p. 422.

## ARTICLE II

This Agreement shall apply in respect of claims arising since December 7, 1941, but remaining unsettled on the day this Agreement enters into force, as well as in respect of claims arising on or after such day and during the period in which the Agreement shall remain in force.

## ARTICLE III

This Agreement shall remain in force until the expiration of six months from the day on which either Government shall have given to the other Government notice in writing of an intention to terminate the Agreement.

I have the honor to inform you that if an Agreement in accordance with the foregoing terms is acceptable to the Government of Canada, the agreement shall be considered by the Government of the United States of America to have been concluded and to be in effect as of the date of a corresponding note from you indicating that the Government of Canada is prepared to give effect to the Agreement.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

LEIGHTON MCCARTHY, K.C.,  
*Minister of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

May 26, 1943

No. 276

SIR:

I have the honour to refer to your note of May 25, 1943, proposing an agreement which the Government of the United States is prepared to make with the Government of Canada for the waiver of claims arising as a result of collisions between ships of the Royal Canadian Navy and United States warships.

Under instructions from my Government I have the honour to inform you in reply that the Canadian Government undertakes to give effect to the agreement set forth in your note and understands that the agreement will come into force as of the date of this note; namely, May 26, 1943.

Accept, Sir, the renewed assurances of my highest consideration.

LEIGHTON MCCARTHY

The Honourable CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

## ALASKA HIGHWAY

*Exchange of notes at Washington July 19, 1943*  
*Entered into force July 19, 1943*

57 Stat. 1023; Executive Agreement Series 331

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*July 19, 1943*

SIR :

I have the honor to inform you that the Honorable Anthony J. Dimond, Delegate of Alaska, United States House of Representatives, has proposed that the highway from Dawson Creek, British Columbia, to Fairbanks, Alaska, be given the official name "Alaska Highway".

The Government of the United States believes that the name suggested by Mr. Dimond is suitable and in harmony with popular usage. It is of the further opinion that the highway should be jointly named by the Governments of the United States and Canada in view of the location of the greater part of the highway within Canada and in view of the friendly cooperation which has made possible its construction.

In accordance with the foregoing, I have the honor to propose that the highway from Dawson Creek, British Columbia, to Fairbanks, Alaska, be designated the "Alaska Highway". If the Canadian Government is agreeable to this proposal, it is suggested that this note and your reply in that sense shall be considered as placing on record the agreement of the two Governments in this matter.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

LEIGHTON MCCARTHY, K.C.,  
*Minister of Canada.*

*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*July 19, 1943*

No. 377

I have the honour to inform you that the Government of Canada concurs in the proposal, contained in your note of July 19, 1943, that the highway from Dawson Creek, British Columbia to Fairbanks, Alaska be given the official name "Alaska Highway".

Accept, Sir, the renewed assurances of my highest consideration.

LEIGHTON MCCARTHY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*



# PROVINCIAL AND MUNICIPAL TAXATION ON UNITED STATES DEFENSE PROJECTS

*Exchange of notes at Ottawa August 6 and 9, 1943*  
*Entered into force August 9, 1943*

57 Stat. 1065; Executive Agreement Series 339

*The Secretary of State for External Affairs to the American Minister*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 91

OTTAWA, August 6th, 1943

SIR,

I have the honour to refer to your note No. 859 of March 23rd and to your subsequent note No. 902 of May 29th, concerning the possibility of exempting from Provincial and municipal taxation the United States Government and United States contractors engaged on the Alaska Highway and other United States defence projects in Canada. The Canadian Government is anxious to reach a settlement of this question which is fair to all parties concerned and which is in keeping with the spirit of mutual helpfulness which has animated both Governments with regard to the defence projects.

2. In the view of the Canadian Government the United States Government itself cannot be effectively taxed by Provincial or municipal authorities. If in any instance an attempt is made by those authorities to tax the United States Government either in respect of real property which it owns or of which it is a lessee, or in respect of licence fees on motor vehicles owned by the United States Government, the Canadian Government will intervene in the legal proceedings and request the Court to accord appropriate immunities. Should the Court hold, contrary to the expectations of the Canadian Government, that the United States Government is legally liable to pay such taxes or licence fees, the Canadian Government will, as a contribution to the general costs of the defence projects, reimburse the United States Government for any Provincial or municipal taxes levied in respect of such projects which the United States Government had been held liable to pay and had paid.

3. In order to keep the record clear it might be well to point out that the Canadian Government does not consider that any exemption from municipal taxation would be appropriate in the case of owners of property who have

leased it to the United States Government. In cases in which improvements have been made on property so leased, assessments will normally be made against the owner who is legally bound to pay the taxes exactly as he would be if the lessee were the Canadian and not the United States Government.

4. United States contractors employed by the United States Government on its military projects in Canada are, of course, legally bound to pay whatever municipal taxes may be assessed against them as owners or lease-holders of property and whatever municipal fees may be charged for building permits in connection with these lands. The Canadian Government will undertake to refund to the United States Government any amounts which that Government may pay to United States contractors in respect of this taxation. Any such payments made by the Canadian Government will form part of its contribution to the cost of the defence projects.

5. The Canadian Government will also reimburse the United States Government for any payments which it may have to make to United States contractors in respect of licence fees for motor vehicles employed on the United States defence projects in Canada. Any such payments made by the Canadian Government will form part of its contribution to the cost of the defence projects.

6. The Governments of the Provinces in which United States projects are being executed will be requested by the Government of Canada not to impose licence fees on non-military drivers of trucks belonging to the United States Army and not to levy head or poll taxes upon non-military personnel normally resident in the United States which is engaged on United States military projects in Canada. It appears that in the Province of Alberta the poll tax is devoted to educational purposes and the exemption of United States non-military personnel from this tax will carry with it a liability to pay school fees should any of the United States personnel wish to send their children to public schools in the Province.

7. I should be glad to receive your assurance that these proposals for dealing with the problem of the burden of Provincial and municipal taxation on United States defence projects in Canada will meet the wishes of the United States Government.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

THE UNITED STATES MINISTER TO CANADA,  
*Legation of the United States of America,  
Ottawa.*

*The American Minister to the Secretary of State for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, August 9, 1943*

No. 2

SIR:

I have the honor to acknowledge the receipt of your note No. 91 of August 6, 1943, concerning Provincial and municipal taxation levied upon the United States Government, the United States contractors engaged on the Alaska Highway, and other United States defence projects in Canada, and to confirm that the proposals outlined in your note for dealing with the problem meet with the wishes of the United States Government.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

## JURISDICTION OVER PRIZES

*Exchange of notes at Washington May 24 and August 13, 1943, with Canadian Order in Council of August 3, 1943, and United States proclamation of September 27, 1943*

*Reciprocity proclaimed by the President of the United States September 27, 1943*

*Entered into force September 27, 1943*

*Expired at conclusion of World War II*

58 Stat. 1210; Executive Agreement Series 394

### EXCHANGE OF NOTES

*The Secretary of State to the Canadian Minister*

DEPARTMENT OF STATE

WASHINGTON

*May 24, 1943*

SIR:

Reference is made to the Legation's memorandum of April 15, 1943 stating that the Canadian Government would be glad to make an arrangement with the Government of the United States concerning the exercise by either country in the territorial waters of the other of jurisdiction in cases of prize. Reference was made to the arrangement with the United Kingdom<sup>1</sup> referred to in the President's Proclamation No. 2575 of January 30, 1943.

Public Law 704 - 77th Congress, an Act 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>

It will be perceived from section 3 of the Act that jurisdiction of prizes brought into the territorial waters of a cobelligerent shall not be exercised under the authority of the 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 thereto. It is therefore suggested that your Government notify me of its consent to the exercise of such authority within its territorial waters as well as of its acquiescence in the exercise in Canada by special prize commissioners of the duties prescribed for them in cases arising under the Act referred to. In this con-

<sup>1</sup> Exchange of notes signed at London Oct. 1 and Nov. 3, 1942 (EAS 393, *post*, UNITED KINGDOM).

<sup>2</sup> See 56 Stat. 746.

nection your attention is called to section 5 of the Act. It will be noted therefrom that the district courts of the United States may confer on such special commissioners 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 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 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 the Canadian Government of the consent required by section 3 of the Act, this Government will take appropriate measures in accordance with section 7 of the Act to confer reciprocal privileges with respect to prizes upon the Canadian Government.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State:

BRECKINRIDGE LONG

The Honorable

LEIGHTON MCCARTHY, K.C.,

*Minister of Canada*

*The Canadian Chargé d'Affaires ad interim to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

August 13, 1943

No. 423

SIR,

I have the honour to refer to your Note of May 24, 1943, concerning a proposed arrangement between the Governments of Canada and the United States in respect of the exercise by either country in the territorial waters of the other of jurisdiction in cases of prize.

Under instructions from my Government I am now enclosing herewith copies of an Order in Council, P.C. 6092, dated August 3, 1943, authorizing the exercise of original jurisdiction by District Courts of the United States in regard to prizes captured on the high seas. It is understood that in view of this action on the part of the Government of Canada, a proclamation will now be issued by the President of the United States, conferring a like jurisdiction on the appropriate Canadian Courts.

Accept, Sir, the renewed assurance of my highest consideration.

MERCHANT MAHONEY

*Chargé d'Affaires*

The Hon. CORDELL HULL,

*Secretary of State of the United States,  
Washington, D.C.*

ORDER IN COUNCIL AUTHORIZING THE EXERCISE OF ORIGINAL JURISDICTION  
BY DISTRICT COURTS OF THE UNITED STATES OF AMERICA OF PRIZES CAP-  
TURED ON THE HIGH SEAS

P.C. 6092

AT THE GOVERNMENT HOUSE AT OTTAWA  
TUESDAY, THE 3RD DAY OF AUGUST, 1943

PRESENT:

HIS EXCELLENCY

THE GOVERNOR GENERAL IN COUNCIL:

WHEREAS the Minister of National Defence for Naval Service reports:

(a) That the United States of America Public Law 704, 77th Congress entitled "An Act to Facilitate the Disposition of Prizes Captured by the United States during the Present War, and for Other Purposes", the District Courts of the said United States are given original jurisdiction of all prizes captured during the present war on the high seas if said capture is made by authority of the said United States or is adopted and ratified by the President thereof and the prize is brought into the territorial waters of a cobelligerent or is 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 a prize.

(b) Section 3 of the said Act provides that the said jurisdiction of prizes brought into the territorial waters of a cobelligerent shall not be exercised, nor shall prizes be taken or appropriated within such territorial waters for the use of the said United States unless the Government having jurisdiction over such territorial waters consents to the exercise of such jurisdiction or to such taking or appropriation.

(c) Section 7 of the said Act provides that a cobelligerent, which consents to the exercise of the said jurisdiction with respect to prizes of the said 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 said United States, shall be accorded, upon Proclamation by the President, like privileges with respect to prizes captured under authority of such cobelligerent and brought into the territorial waters of the said United States or taken or appropriated in such territorial waters for the use of such cobelligerent and that reciprocal recognition and full faith and credit shall be given to the jurisdiction acquired by Courts of a cobelligerent thereunder and to all proceedings had or judgments rendered in the exercise of such jurisdiction.

(d) The Government of the United Kingdom, a cobelligerent, has consented to the exercise of this jurisdiction with respect to prizes of the United States of America brought in, taken or appropriated within the territorial waters of the United Kingdom and Sierra Leone and the United States Government by a proclamation of the President of the United States dated 30th January, 1943, has accorded the United Kingdom Government like privileges with respect to the prizes captured under the authority of the said Government and brought in, taken or appropriated in the territorial waters of the said United States.

(e) By Order in Council P.C. 2489 of September 5th, 1939, the Exchequer Court of Canada on its Admiralty side is constituted and established a Prize Court and is thereby authorized and required to take cognizance of and judicially proceed upon all and all manner of captures, seizures, prizes and reprisals of all ships, vessels and goods.

(f) It is expedient and desirable, in view of the close coordination of effort in respect of maritime warfare that exists between the United States of America and Canada that the Dominion of Canada should enter into a reciprocal arrangement with the said United States regarding jurisdiction of all prizes brought into the territorial waters of the other or taken or appropriated for their use in such territorial waters.

(g) The Under-Secretary of State for External Affairs reports that the Secretary of State of the United States has given assurance that, upon receipt of the consent of the Government of Canada, as required by Sec. 3 of the Act above referred to, the said United States will take appropriate meas-



ures in accordance with Sec. 7 of the said Act to confer reciprocal privileges with respect to prizes upon the Government of Canada.

(h) The Chief of Naval Staff and the Deputy Minister for Naval Services report that it would tend to the best interests of the Naval Service if such a reciprocal arrangement were entered into.

2. Therefore, His Excellency the Governor General in Council, on the recommendation of the Minister of National Defence for Naval Services, concurred in by the Secretary of State for External Affairs and under and by virtue of the War Measures Act, Chapter 206 of the Revised Statutes of Canada, 1927, and notwithstanding the provisions of any other statute, order or regulation, is pleased to consent to and doth hereby consent to and authorize the exercise of original jurisdiction by the District Courts of the United States of America of all prizes captured during the present war on the high seas if said capture was made by authority of the said United States or was adopted and ratified by the President of the said United States and the prize was brought into the territorial waters of Canada or was taken or appropriated for the use of the said United States on the high seas or in such territorial waters including the jurisdiction of all proceedings for the condemnation of such property taken as prize.

A. D. P. HEENEY  
*Clerk of the Privy Council*

## UNITED STATES PROCLAMATION

### 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 Canada, a cobelligerent, has consented to the exercise of the jurisdiction conferred by the said act with respect to prizes of the United States brought into the territorial waters of Canada and to the taking or appropriation of such prizes within the territorial waters of Canada 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 Canada 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 27th day of September, 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:

ADOLF A. BERLE, Jr.

*Acting Secretary of State.*

## WAIVER OF CLAIMS RESULTING FROM COLLISIONS BETWEEN VESSELS OF WAR

*Exchange of notes at Washington September 3 and November 11,  
1943, interpreting article I of agreement of May 25 and 26, 1943  
Entered into force November 11, 1943  
Terminated by agreement of September 28 and November 13 and 15,  
1946*<sup>1</sup>

57 Stat. 1301; Executive Agreement Series 366

*The Secretary of State to the Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE

WASHINGTON

*September 3, 1943*

SIR:

I refer to my note dated May 25, 1943 to the Minister and to the Minister's note dated May 26, 1943,<sup>2</sup> effecting an agreement between the United States and Canada for the waiver of claims arising as a result of collisions between United States warships and ships of the Royal Canadian Navy.

I have received from the Secretary of War a letter in which inquiry is made whether "ships of the United States and Royal Canadian Armies, such as Army transports" are within the agreement.

I should appreciate receiving an indication of the attitude of the Canadian Government in respect of this matter.

Article I of the agreement effected by my note of May 25, 1943 and the Minister's reply note of May 26, 1943 reads as follows:

"The Government of the United States of America and the Government of Canada agree that when a vessel of war of either Government shall collide with a vessel of war of the other Government, resulting in damage to either or both of such vessels, each Government shall bear all the expenses which arise directly or indirectly from the damage to its own vessel, and neither

<sup>1</sup> TIAS 1582, *post*, p. 422.

<sup>2</sup> EAS 330, *ante*, p. 322.

Government shall make any claim against the other Government on account of such damage or expenses."

Accept, Sir, the renewed assurances of my high consideration.

CORDELL HULL

The Honorable

L. B. PEARSON, O.B.E.,

*Minister Counselor,*

*Chargé d'Affaires ad interim of Canada.*

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*The Canadian Minister to the Secretary of State*

CANADIAN LEGATION

WASHINGTON

*November 11, 1943*

No. 589

SIR,

I have the honour to refer to your note of September 3, 1943, regarding the agreement between Canada and the United States for the waiver of claims arising as a result of collisions between Canadian and United States vessels of war.

You stated in your note that the Secretary of War has enquired whether "ships of the United States and Royal Canadian Armies, such as Army transports" are within the agreement. This question has been carefully considered by the appropriate authorities of the Canadian Government, who are of the opinion that such ships are not within the agreement.

In connection with this opinion, reference is made to the opening sentence of your note of May 25, 1943, in which it was stated that the purpose of the proposed agreement was to provide for the question of damages "arising from collisions between United States warships and ships of the Royal Canadian Navy".

Accept, Sir, the renewed assurances of my highest consideration.

M. M. MAHONEY

*For the Minister*

The Honourable CORDELL HULL,

*Secretary of State of the United States,*

*Washington, D.C.*

## RADIO BROADCASTING STATIONS

*Exchange of notes at Ottawa November 5 and 25, 1943, and January 17, 1944, with proposed draft of authorization*

*Entered into force January 17, 1944*

*Became obsolete at conclusion of World War II*

58 Stat. 1238; Executive Agreement Series 400

*The American Chargé d'Affaires ad interim to the Under Secretary of State  
for External Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

*Ottawa, November 5, 1943*

DEAR MR. ROBERTSON:

I understand that the Northwest Service Command, United States Army, feels a need for small broadcasting stations at several isolated garrisons in the Northwest Command. These stations would be similar to those established at various posts in Alaska and in the United Kingdom which are supplied with non-commercial entertainment program material by the Special Service Division, Army Service Forces.

Although there would be no aspect of competition with the Canadian Broadcasting System due to the isolated locations, a special problem has arisen in complying with Canadian laws and policies. As the stations would be operated by military personnel under the direct control of the local commanding officer, effective supervision of the operation could be exercised only through military channels. In order to ensure compliance with Canadian laws and to assure that the stations would be operated in such a manner as to serve the local populace in strict accordance with the desires of the appropriate Canadian authorities, a proposed draft of authorization which would be issued by the Secretary of War if the Canadian Government were to approve the proposal, is enclosed herewith. I have been directed to bring this matter to your attention with the request that the Canadian Government approve the installations as outlined in the enclosure hereto. At the same time I have been directed to say that any stations placed in operation under the authority, if granted, would be closed at any time on the request of the Canadian Government and, in any event, upon the removal of the garrison or the establishment of regular broadcasting facilities. In addition,

the United States War Department has said that it would be immediately responsive to the desires of the Canadian Government in any questions arising out of the operation of the proposed stations.

I understand informally that this desire of the Northwest Service Command has been made known to you through Brigadier General W. W. Foster, and that the War Committee of the Cabinet has approved it in principle. If there is any further information you desire in order to reach a final decision in this matter, I should appreciate being informed.

Yours sincerely,

LEWIS CLARK  
*Chargé d'Affaires ad interim*

Enclosure:

1. Draft of authorization.

NORMAN ROBERTSON, Esquire,  
*Under Secretary of State  
for External Affairs,  
Ottawa.*

DRAFT OF AUTHORIZATION

Subject: Military Radio Broadcasting Stations

To: Commanding General  
Northwest Service Command  
c/o Postmaster  
Seattle, Washington

1. Reference is made to your letter of 28 September 1943, addressed to the Special Service Division, Information Branch, Radio Section, Los Angeles, California, subject: "Military Radio Broadcasting Stations." With the consent and during the pleasure of the Canadian Government, you are authorized to establish armed forces radio broadcasting stations at Whitehorse, Fort Nelson, Watson Lake, Simpson, Norman Wells, and Northway.

2. The operation of these radio broadcasting stations will be subject to the following conditions:

(a) All applicable provisions of the Canadian Broadcasting Act of 1936, the Radio Act of 1938, and regulations made thereunder shall be observed.

(b) Program material will be restricted to transcriptions prepared for armed forces of the United Nations by the Special Service Division, Army Service Forces, local talent programs of a strictly entertainment character, and such Canadian programs as may be made available by Canadian Government agencies.

(c) Every assistance will be rendered Canadian Government authorities in the provision of wire circuits and other facilities which may be required for the delivery of news or other programs desired by them.

(d) A diligent and continuing survey of public reaction to programs will be maintained to the end that no criticism of any character will be permitted to develop.

(e) The local commanding officer will be held strictly accountable for the exercise of good taste and propriety in the selection of program material and for the complete avoidance of commercialism, sectarianism, and editorializing on political or controversial subjects.

3. Technical details such as power and the choice of frequency, etc. will be arranged through the direct channel established between the Controller of Radio, Ministry of Transport and the Office of the Chief Signal Officer in the same manner as for all other Army radio facilities in Canada.

By order of the Secretary of War:

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*The Under Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

NOVEMBER 25, 1943

DEAR MR. ATHERTON:

I should like to refer to Mr. Clark's letter of November 5, 1943, in which permission is requested by the United States Government to construct and operate certain radio broadcasting stations in Northwestern Canada.

I am pleased to inform you that the Canadian Government agrees to the construction and operation, by the Government of the United States, of radio broadcasting stations at Whitehorse, Watson Lake, Fort Nelson, Simpson and Norman Wells, subject to the following conditions:

(1) that the stations will be operated directly by the United States Government, and for the sole purpose of bringing entertainment and information to United States and Canadian military and civilian personnel;

(2) that the radio stations will be subject to the provisions of the Canadian Broadcasting Act, 1936, the Radio Act, 1938, the Regulations made under these Acts, and to all other applicable laws and regulations in force in Canada; provided that no fee or tax shall be paid by the United States Government to the Canadian Government in connection with the operation of these stations;

(3) that each station will be operated in accordance with the terms of an annual renewable permit to be issued by the Department of Transport;

(4) that authorization for the operation by the United States Government of the stations may be cancelled at any time by the Canadian Government, and in any case such authorization for operation shall cease with the termination of the war;



(5) that the stations may be used for the broadcasting of Canadian programmes and in particular of Canadian news programmes, it being understood that the amount of time to be set aside for Canadian programmes will be subject to agreement between the Special Commissioner for Defence Projects in the Northwest, and the Commanding Officer of the United States Northwest Service Command;

(6) that the United States Government will make available to the Canadian Government its wire services for the transmission of Canadian news and Canadian programmes to the stations;

(7) that the sites, frequencies, power, call letters and other technical details concerning the stations shall be subject to the approval of the Department of Transport and shall be arranged directly through the channel already established between the Controller of Radio of the Department of Transport, Ottawa, and the office of the Chief Signal Officer, Washington, in the same manner as for all other radio facilities of the United States Armed Forces in Canada. Any or all necessary changes in the foregoing particulars shall be dealt with through the same channel;

(8) that the stations will be dealt with after the war in accordance with the exchange of notes of January 27, 1943,<sup>1</sup> between Canada and the United States, covering post-war disposition of United States defence facilities in Canada.

(9) that any land or leasehold required by the United States Government as sites for the stations shall be acquired by the Canadian Government in its name, and shall be made available to the United States Government without charge.

I trust that the foregoing arrangements will be acceptable to the United States Government.

Yours sincerely,

N. A. ROBERTSON  
*Under Secretary of State  
for External Affairs*

The Hon. RAY ATHERTON,  
*United States Ambassador to Canada,  
United States Embassy,  
Ottawa.*

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<sup>1</sup> EAS 391, *ante*, p. 305.

*The American Chargé d'Affaires ad interim to the Under Secretary  
for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
OTTAWA, January 17, 1944

DEAR MR. ROBERTSON:

Your letter of November 25, 1943 granting, under certain conditions, our request to construct and operate radio broadcasting stations in North-western Canada was forwarded immediately to Washington.

We have now been authorized to say that the stipulations made by the Canadian Government are acceptable to the United States War Department.

Yours sincerely,

LEWIS CLARK

N. A. ROBERTSON, Esquire,  
*Under Secretary of State  
for External Affairs,  
Ottawa.*

## UPPER COLUMBIA RIVER BASIN

*Exchange of notes at Ottawa February 25 and March 3, 1944  
Entered into force March 3, 1944*

58 Stat. 1236; Executive Agreement Series 399

*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, February 25, 1944*

No. 101

SIR:

I have the honor to refer to your note No. 157 of December 10, 1943, concerning the desirability of having a study made by the International Joint Commission with respect to the Upper Columbia River Basin from the points of view of navigation, power development, irrigation, flood control, and other beneficial public uses and purposes.

As the result of informal exchanges of views on this subject I have been directed to bring the following suggested reference to the Commission to your attention with the request that I be informed whether it is acceptable to the Government of Canada:

"1. In order to determine whether a greater use than is now being made of the waters of the Columbia River system would be feasible and advantageous, the Governments of the United States and Canada have agreed to refer the matter to the International Joint Commission for investigation and report pursuant to Article IX of the Convention concerning Boundary Waters between the United States and Canada, signed January 11th, 1909.<sup>1</sup>

"2. It is desired that the Commission shall determine whether in its judgment further development of the water resources of the river basin would be practicable and in the public interest from the points of view of the two Governments, having in mind (A) domestic water supply and sanitation, (B) navigation, (C) efficient development of water power, (D) the control of floods, (E) the needs of irrigation, (F) reclamation of wet lands, (G) conservation of fish and wildlife, and (H) other beneficial public purposes.

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<sup>1</sup> TS 548, *post*, UNITED KINGDOM.

"3. In the event that the Commission should find that further works or projects would be feasible and desirable for one or more of the purposes indicated above, it should indicate how the interests on either side of the boundary would be benefited or adversely affected thereby, and should estimate the costs of such works or projects, including indemnification for damage to public and private property and the costs of any remedial works that may be found to be necessary, and should indicate how the costs of any projects and the amounts of any resulting damage should be apportioned between the two Governments.

"4. The Commission should also investigate and report on existing dams, hydro-electric plants, navigation works, and other works or projects located within the Columbia River system in so far as such investigation and report may be germane to the subject under consideration.

"5. In the conduct of its investigation and otherwise in the performance of its duties under this reference, the Commission may utilize the services of engineers and other specially qualified personnel of the technical agencies of Canada and the United States and will so far as possible make use of information and technical data heretofore acquired by such technical agencies or which may become available during the course of the investigation, thus avoiding duplication of effort and unnecessary expense."

If the proposed reference is acceptable to your Government I should appreciate being informed, and this note together with your reply would be regarded as an agreement between our two Governments on the terms of reference.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable

THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
Ottawa.

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*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 18

OTTAWA, March 3, 1944

EXCELLENCY—

I have the honour to refer to your note No. 101 dated February 25, 1944, in which you brought to the attention of the Canadian Government the terms of a reference to the International Joint Commission with respect to the Upper Columbia River Basin.

The proposed reference is acceptable to the Canadian Government and your note, together with this reply, may be regarded as an agreement between our two Governments on the terms of reference.

Accept, Excellency, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

His Excellency,  
THE AMBASSADOR TO THE  
UNITED STATES OF AMERICA,  
*United States Legation,  
Ottawa.*

# CLAIMS: TRAFFIC ACCIDENTS INVOLVING MILITARY VEHICLES

*Exchange of notes at Ottawa March 1 and 23, 1944*  
*Entered into force March 23, 1944*

60 Stat. 1948; Treaties and Other  
International Acts Series 1581

*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 16

OTTAWA, March 1, 1944

## EXCELLENCY:

I have the honour to refer to my Note No. 130 of October 21, 1943, proposing a basis for the settlement of claims arising out of traffic accidents involving vehicles of the Armed Forces of Canada and vehicles of the Armed Forces of the United States.

The Government of Canada agree to the changes in the proposed Agreement suggested in your Note No. 75 of December 22, 1943.

The Government of Canada are now prepared to enter into an agreement with the Government of the United States establishing the basis to be adopted for the settlement of claims arising out of traffic accidents involving vehicles of the Armed Forces of Canada and vehicles of the Armed Forces of the United States in the following terms:

(a) The agreement would cover all vehicles of the Armed Forces of the Government of Canada (hereinafter called Canadian vehicles) and all vehicles of the Armed Forces of the Government of the United States (hereinafter called United States vehicles).

(b) The agreement would apply to accidents wherever they occur which take place on or after December 7th, 1941, which have not already been disposed of, and which involve a Canadian or United States vehicle.

(c) Neither Government would make any claim against the other for any damage caused in an accident to which this agreement applies to any vehicle, stores or other property of the Government of Canada and used by the Royal Canadian Navy, the Canadian Army or the Royal Canadian Air Force, or to any vehicle, stores or other property of the Government of the United States and used by the United States Army, the United States Army Air Force, the United States Navy or the United States Navy Air Force.

(d) Neither Government would make any claim against the other in

respect of the death of or injury to any member or civilian employee of the Armed Forces of Canada or of the United States caused by a United States vehicle or a Canadian vehicle in an accident to which this agreement applies, provided that no claims which members or civilian employees of the Armed Forces of Canada or of the United States may have in their own right on account of injury or death, would be affected by this agreement.

2. I shall be glad if you will inform me whether the Government of the United States agree to an arrangement on this basis. If so, this note and your reply to that effect will be regarded as constituting an agreement between our two Governments which will continue in force in respect of all accidents which may occur prior to the expiration of three months from the date on which either of the two Governments gives notice to the other of its intention to terminate the agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

J. E. REED  
for  
*Secretary of State  
for External Affairs*

THE UNITED STATES AMBASSADOR TO CANADA,  
*United States Embassy,  
Ottawa, Ontario.*

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*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, March 23, 1944*

No. 121

SIR:

I have the honor to acknowledge the receipt of your note No. 16 of March 1, 1944, outlining a proposed agreement with the Government of the United States establishing the basis to be adopted for the settlement of claims arising out of traffic accidents involving vehicles of the Armed Forces of Canada and vehicles of the Armed Forces of the United States.

I have now been authorized to inform you that the arrangement, as set forth in your note under acknowledgment, is agreeable to my Government and that your note, together with this reply, will be regarded as constituting an agreement between our two Governments on the subject.

RAY ATHERTON

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*



## REVISION OF CANOL PROJECTS

*Exchange of notes at Ottawa June 7, 1944, revising agreement of June 27 and 29, 1942, as supplemented*

*Entered into force June 7, 1944*

*Supplemented by agreement of February 26, 1945<sup>1</sup>*

*Superseded by agreement of March 31, 1960<sup>2</sup>*

58 Stat. 1384; Executive Agreement Series 416

*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Ottawa, Canada, June 7, 1944*

No. 156

SIR:

I have the honor to refer to previous correspondence and specifically, to the exchanges of notes of June 27 and 29, 1942,<sup>3</sup> August 14 and 15, 1942,<sup>4</sup> and December 28, 1942–January 13, 1943,<sup>5</sup> as well as to recent conversations which have taken place with officials of your Government, all with regard to the Canol project.

2. My Government, desiring to arrange for an early withdrawal from activities in the Northwest Territories having to do with discovery and development of oil fields and at the same time to provide for an adequate supply of oil to meet present and future military needs, proposes the following, namely, that it: a) terminate its contract with the Nobel Drilling Company for exploration work in the Northwest Territories; and, b) modify its contract with Imperial Oil Limited for the discovery and development of oil fields and the production of oil in accordance with the terms of the letter of intent dated April 11, 1944, a copy of which is enclosed.

3. The Government of the United States asks the Canadian Government to agree to the proposals set forth above and further to agree: a) that the provision of the August 14–15, 1942, exchange of notes as to the disposition of the Skagway – Whitehorse pipeline will apply also to the gasoline distribution lines to Watson Lake and Fairbanks; b) that after the United States disposes of its works, installations and facilities of the Canol project as pro-

<sup>1</sup> TIAS 1695, *post*, p. 394.

<sup>2</sup> 11 UST 2486; TIAS 4631.

<sup>3</sup> EAS 386, *ante*, p. 276.

<sup>4</sup> EAS 387, *ante*, p. 280.

<sup>5</sup> EAS 388, *ante*, p. 303.

vided in existing agreements, the owners and/or lessees thereof will be granted adequate enjoyment of the sites, rights of way, and riparian rights required for satisfactory utilization and that the Canadian Government or its assigns will permit the aforesaid works, installations, and facilities to be used, on equitable terms, for the transportation and refining of crude petroleum purchased by the United States in the Northwest Territories and for the distribution of such petroleum and the products thereof both within and without the boundaries of Canada; c) that no export or other tax, or embargo affecting the United States Government will be placed upon the export of oil purchased by the United States in accordance with the terms of this note.

4. It is understood that nothing in clause b) in paragraph 3 above precludes the Government of Canada from charging a fair and nondiscriminatory rental for the use of the lands referred to in any case in which works and facilities are acquired by private interests. It is also understood that, as stated in the note from the United States Minister on June 27, 1942, "the pipeline and refinery when operated for commercial purposes will be subject to such regulations and conditions as the Canadian Government may consider it necessary to impose in order to safeguard the public interest." Finally, it is understood that clause c) in paragraph 3 above does not limit the right of the Canadian Government after the war to charge a fair and nondiscriminatory royalty on oil produced for and purchased by the United States.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

Enclosure.

The Right Honorable

THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

(COPY)

SPEAC

11 APRIL 1944

LETTER OF INTENT IN CONNECTION WITH CONTRACT NO. W-412-  
ENG-52, AS AMENDED BY SUPPLEMENTAL AGREEMENTS NOS. 1, 2 AND 3

IMPERIAL OIL LIMITED  
56 Church Street  
Toronto (1), Canada

GENTLEMEN:

You are advised that the Government will negotiate with you a supplemental agreement to your contract, described above, with the following provisions:

1. That Supplemental Agreement No. 1 to above-mentioned contract shall be acknowledged as being terminated and cancelled.

2. That said Contract No. W-412-eng-52 and Supplemental Agreements Nos. 2 and 3 (all as amended pursuant hereto) shall hereafter and until terminated remain in full force and effect as to the proven area at and adjacent to Norman Wells, but shall not apply to or have force and effect as to any area outside said proven area; the said proven area at and adjacent to Norman Wells shall be defined as that area colored in red on the plan hereto annexed as Exhibit I<sup>6</sup> and copies of said plan shall be attached as Appendix A to proposed supplemental agreement.

3. That the equipment and supplies (including compressors, battery stations, etc.) intended for development and/or exploratory work now en route to Norman Wells shall be delivered at Norman Wells by the Government and installed by the contractor and such further equipment and supplies shall be furnished and delivered at Norman Wells and such further work done and completed at the proven area (all under the terms and during the life of said Contract No. W-412-eng-52 and its supplemental agreements as amended pursuant hereto) as may be necessary to render and keep the proven area capable of efficiently producing and delivering at least 4,000 barrels of crude petroleum per day to the Government and the contractor shall be obligated, during the same period, to keep the proven area capable of delivering at least 4,000 barrels per day. No action under this clause 3 shall prevent or impair the supplying of the local requirements for petroleum or petroleum products except with the consent of the Government of Canada.

4. That in lieu of the prices for crude oil mentioned in Sections 8.a. and 10 of Article I of the original contract, the Government, after May 1, 1944, and during the remaining life of said Contract No. W-412-eng-52 and its supplemental agreements (all as amended pursuant hereto), will pay the contractor for crude petroleum delivered from the field tank batteries or delivered to the refinery storage for processing from wells drilled under said last named contract, 20 Cents Canadian currency per barrel. The Government will also continue to reimburse the contractor for all costs as provided in said Contract No. W-412-eng-52 and its supplemental agreements but the contractor will pay any royalty owed to private third parties.

5. The contractor is embarking on an extensive exploratory program in the Northwest Territories and as conducive to efficiency, expedition and economy of operation for both parties, provision shall be made for such exchanges, consolidations, joint usage and divisions of expenses relating to production, general supervision, general office, utilization of employees, establishments, tankage, facilities, and services and furnishing or sale of materials and supplies on hand as may be agreed upon by the Contracting Office and the Contractor's Project Manager as being of mutual benefit.

<sup>6</sup> Not printed.

6. That on the termination of said contract No. W-412-eng-52 (as amended pursuant hereto), the contractor will give to the Government of the United States the continuing right to purchase for its own use but not for resale, at the wellhead or in the contractor's field tanks, crude petroleum from the said proven area to an amount which shall not exceed one-half of the recoverable reserves remaining in the proven area at the said contract termination last above mentioned or 30,000,000 barrels, whichever shall be the smaller, and in addition thereto the said Government shall have the continuing right to purchase for its own use but not for resale 10% of the recoverable reserves of crude petroleum found in each field hereafter successively discovered by drilling and developed by the contractor in the Northwest Territories until there shall be a combined total of 60,000,000 barrels of crude petroleum from the proven area and the fields so discovered and developed subject to the aforesaid continuing right to purchase of the Government. The Government shall pay for the said crude oil the cost thereof to the contractor, including all direct and indirect expenses incurred in connection with finding, development and production thereof, with proper provisions for depreciation and depletion, but no depreciation or depletion shall be charged in relation to the buildings, installations and equipment covered by clause 7 hereof or in relation to the monies expended by the Government through the contractor on exploratory work and, in addition to the said cost, the Government shall pay to the contractor 20 Cents Canadian currency per barrel. The above right to purchase of the Government shall be subject to the following conditions:

(1) To the prior and preferred supplying of all local requirements for crude petroleum and petroleum products currently.

(2) The above right to purchase shall, from and after May 1, 1954, be exercised currently and the Government of the United States shall accordingly take delivery during each month of 20% of the respective amounts of crude oil which the contractor produces for export during said month from the proven area and from each of the other areas in which the Government has its right to purchase crude oil until a total of 60,000,000 barrels of crude oil shall have been received by the said Government directly or by delivery to the contractor as hereinafter in this sub-clause (2) provided or partly by each of the said methods; in case the Government does not take all or a part of the said 20% as above set forth, the Government shall be deemed to have delivered the amount of said 20% which it does not take delivery of during the month in question to the contractor for the latter's own use and the contractor shall pay to the Government all of the excess by which the average price received by the contractor for crude oil exported from the field in question during said month exceeds the price payable by the Government for said crude oil at the wellhead, namely, 20 Cents Canadian currency per barrel plus cost as above defined.

(3) In case of war emergency, the contractor will use all reasonable endeavours to produce and deliver to the Government the crude oil which it has the right to purchase hereunder in the quantities and at the times desired by the Government. Except in case of war emergency the contractor shall not be asked to produce any of its fields inefficiently or to the injury of said fields.

(4) Any costs in excess of those which the contractor would normally incur in the ordinary course of its business, if incurred at the request, and for the benefit of the Government, shall be for account of the Government and paid by it. The Government shall take delivery of the said crude oil currently as it purchases the same and the contractor shall not be obligated to furnish storage for the same.

7. That at the termination of said Contract No. W-412-eng-52 and its supplemental agreements (all as amended pursuant hereto), the Government shall transfer to and vest in the contractor all the wells, buildings, installations, tanks, battery stations, drilling and other equipment (including spare parts) and materials and supplies including all rights relating thereto which the Government then has in the Norman Area or en route thereto for development and/or exploratory work, including such marine and road transportation and construction equipment as is required to service the same, and any other buildings, equipment or supplies including all rights relating thereto which, not being required by the Government may be of use to the contractor in his proposed exploratory and development program. The Government agrees not to remove permanently from the Norman Area any of the above items without the consent of the contractor and to now deliver to the contractor all of such items as are not required for the contractor's operations on the proven area and the contractor shall have the right to use the same from May 1, 1944, in his proposed exploratory and development program, paying therefor a rental equivalent to 5 Cents Canadian currency per barrel for each barrel of oil purchased by the Government under Article 4 hereof. All such property as can now be itemized and listed shall be now itemized and listed and attached as Appendix B to the proposed supplemental agreement. Further items can be added to said Appendix B from time to time by the Contracting Officer and the Project Manager and a final itemizing and listing of the property shall be made at the termination of the Contract No. W-412-eng-52 by the Contracting Officer and the Project Manager and attached to the proposed supplemental agreement as Appendix C. For the above property to be so transferred to and vested in the contractor, the contractor shall pay the Government the sum of \$3,000,000 Canadian currency, said sum to be payable only out of the proceeds of oil delivered or deemed to be delivered to the Government under clause 6 hereof at the rate of 5 Cents Canadian currency per each barrel of oil so delivered or deemed to be delivered.

8. The original Contract No. W-412-eng-52 and the supplemental agreements Nos. 2 and 3 (all as amended pursuant hereto) shall terminate

on the termination of hostilities in the present War or at the option of the Government at the expiry of such period not exceeding one year after the said termination of hostilities as the Government may desire, provided that in the latter case the Government shall give the contractor three months' prior written notice of such termination.

Except as may be modified by a supplemental agreement contemplated by this Letter of Intent, the terms and conditions of your Contract No. W-412-eng-52 and supplemental agreements Nos. 2 and 3 shall remain in full force and effect.

Kindly indicate on three copies hereof your acceptance of this Letter of Intent and return all executed copies to the Contracting Officer.

Very truly yours,

THE UNITED STATES OF AMERICA

By -----  
O. P. EASTERWOOD, Jr.  
*Major, Corps of Engineers,*  
*Contracting Officer.*

ACCEPTED ----- 1944

IMPERIAL OIL LIMITED

By -----

-----  
(Address)

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*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 58

OTTAWA, June 7, 1944

SIR,

In acknowledging receipt of your Note No. 156 of June 7, 1944, I have the honour to inform you that the Government of Canada, having given consideration to the desire of the Government of the United States to withdraw from activities in the Northwest Territories having to do with the discovery and development of oil fields, agrees to the proposals and understandings set forth in your Note.

I have the honour to be Sir,

Your obedient servant,

W. L. MACKENZIE KING  
*Secretary of State*  
*for External Affairs*

THE UNITED STATES AMBASSADOR,  
*Embassy of the United States of America,*  
*Ottawa, Canada.*



## DOUBLE TAXATION: ESTATE TAXES AND SUCCESSION DUTIES

*Convention signed at Ottawa June 8, 1944*

*Senate advice and consent to ratification December 6, 1944*

*Ratified by the President of the United States December 21, 1944*

*Ratified by Canada December 28, 1944*

*Ratifications exchanged at Washington February 6, 1945*

*Entered into force February 6, 1945; operative from June 14, 1941*

*Proclaimed by the President of the United States March 6, 1945*

*Modified and supplemented by convention of June 12, 1950<sup>1</sup>*

*Superseded January 1, 1959, by convention of February 17, 1961,<sup>2</sup>  
with respect to persons dying on or after January 1, 1959*

59 Stat. 915; Treaty Series 989

The Government of the United States of America and the Government of Canada, being desirous of avoiding double taxation and of preventing fiscal evasion in the case of estate taxes and succession duties, have decided to conclude a Convention and for that purpose have appointed as their Plenipotentiaries:

Ray Atherton, Ambassador Extraordinary and Plenipotentiary of the United States of America at Ottawa, for the United States of America; and

W. L. Mackenzie King, Secretary of State for External Affairs, and Colin W. G. Gibson, Minister of National Revenue, for Canada.

Who, having communicated to one another their full powers found in good and due form, have agreed upon the following Articles:

### ARTICLE I

1. The taxes referred to in this Convention are:

- (a) for the United States of America; the Federal estate taxes;
- (b) for Canada; the taxes imposed under the Dominion Succession Duty Act.

<sup>1</sup> 2 UST 2247; TIAS 2348.

<sup>2</sup> 13 UST 382; TIAS 4995.



2. In the event of appreciable changes in the fiscal laws of either contracting State, the competent authorities of the contracting States will consult together.

#### ARTICLE II <sup>3</sup>

1. Real property situated in Canada shall be exempt from the application of the taxes imposed by the United States of America.

2. Real property situated in the United States of America shall be exempt from the application of the taxes imposed by Canada.

3. The question whether rights relating to or secured by real property are to be considered as real property for the purposes of this Convention shall be determined in accordance with the laws of the contracting State imposing the tax.

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

1. Shares in a corporation organized in or under the laws of the United States of America, of any of the states or territories of the United States of America, or of the District of Columbia, shall be deemed to be property situated within the United States of America.

2. Shares in a corporation organized in or under the laws of Canada, or of any of the provinces or territories of Canada, shall be deemed to be property situated within Canada.

3. This Article shall not be construed as limiting the liability of the estate of any person not domiciled in Canada or of any citizen of the United States of America, under the estate tax laws of the United States of America.

#### ARTICLE IV <sup>3</sup>

1. The situs of property shall be determined in accordance with the laws of the contracting State imposing the tax, except as otherwise provided in this Convention.

2. Allowances for debts shall be determined in accordance with the laws of the contracting State imposing the tax.

3. Domicile shall be determined in accordance with the laws of the contracting State imposing the tax.

#### ARTICLE V <sup>3</sup>

1. In the case of a decedent who at the time of his death was a citizen of, or domiciled in the United States of America, the United States of America may include in the gross estate any property (other than real property) situated in Canada as though this Convention had not come into effect.

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<sup>3</sup> Arts. II and VI inclusive, abrogated by convention of June 12, 1950 (2 UST 2247; TIAS 2348) with respect to persons dying on or after Nov. 21, 1951, and provisions replaced by provisions of arts. II to VI, inclusive, of 1950 convention.

2. In the case of a decedent (other than a citizen of the United States of America) who at the time of his death was domiciled in Canada, the United States of America shall, in imposing the taxes to which this Convention relates:

(a) take into account only property situated in the United States of America; and

(b) allow as an exemption an amount which bears the same ratio to the personal exemption allowed in the case of a decedent who was at the time of his death a citizen of, or domiciled in, the United States of America as the value of the property of such decedent situated in the United States of America bears to the value of the property included in the entire gross estate of the decedent.

3. In the case of a decedent who at the time of his death was domiciled in Canada, Canada may include in the gross estate any property (other than real property) situated in the United States of America as though this Convention had not come into effect.

4. In the case of a decedent who at the time of his death was domiciled in the United States of America, Canada shall, in imposing the taxes to which this Convention relates:

(a) take into account only property situated in Canada; and

(b) allow as an exemption an amount which bears the same ratio to the personal exemption allowed in the case of a decedent who was at the time of his death domiciled in Canada as the value of the property of such decedent situated in Canada bears to the entire value of the property, wherever situated.

#### ARTICLE VI <sup>3</sup>

1. In the case of a decedent who at the time of his death was a citizen of or domiciled in the United States of America, the United States of America shall impose the estate taxes to which this Convention relates upon the following conditions:

(a) In respect of property situated in Canada which, for the purpose of estate taxes, is included in the gross estate, less such property as is specifically deducted therefrom (either because of transfer for public, charitable, educational, religious or similar uses or because the property has been previously taxed under provisions of law relating to property previously taxed), there shall be allowed against the estate taxes a credit for Canadian succession taxes in respect of the property situated in Canada, the situs of such property being determined in accordance with the laws of Canada, subject to the provisions of this Convention.

(b) The portion of the Canadian succession taxes to be allowed as a credit against United States estate taxes shall be an amount which bears the same ratio to the total Canadian succession taxes as the value of the property situated in Canada and with respect to which estate taxes are imposed by the United States of America bears to the total value of the property with respect to which succession taxes are imposed by Canada.

(c) The credit in any such case shall not exceed an amount which bears the same ratio to such estate taxes, computed without the credit provided for herein, as the value of the property situated in Canada and not excluded or deducted from the gross estate as provided in (a) bears to the value of the entire gross estate.

(d) The values referred to in (c) are the values determined by the United States of America for the purpose of estate taxes.

(e) The credit provided for herein shall apply after the application of section 813 (b) of the Internal Revenue Code, as amended by the Revenue Act of 1942.

2. In the case of a decedent who at the time of his death was domiciled in Canada, Canada shall impose the succession taxes to which this Convention relates upon the following conditions:

(a) In respect of property situated in the United States of America which, for the purpose of succession taxes, is included in the gross estate, less such property as is specifically deducted therefrom (because of transfer for charitable, educational, religious or similar uses), there shall be allowed against the succession taxes a credit for United States estate taxes in respect of the property situated in the United States of America, the situs of such property being determined in accordance with the laws of the United States of America, subject to the provisions of this Convention.

(b) The portion of the United States estate taxes to be allowed as a credit against Canadian succession taxes shall be an amount which bears the same ratio to the total United States estate taxes as the value of the property situated in the United States of America and with respect to which succession taxes are imposed by Canada bears to the total value of the property with respect to which estate taxes are imposed by the United States of America.

(c) The credit in any such case shall not exceed an amount which bears the same ratio to such succession taxes, computed without the credit provided for herein, as the value of the property situated in the United States of America and not excluded or deducted from the gross estate as provided in (a) bears to the entire value of the property, wherever situated.

(d) The values referred to in (c) are the values determined by Canada for the purpose of succession taxes.

3. (a) The credit referred to in this Article may be allowed by the United States of America if claim therefor is filed within the periods provided in section 813 (b) of the Internal Revenue Code, as amended.

(b) The credit referred to in this Article may be allowed by Canada if claim therefor is filed within the period provided by subsection 4 of section 35 of the Dominion Succession Duty Act relating to refund of overpayment.

(c) A refund based on the credit may be made if a claim therefor is filed within the respective periods above provided.

(d) Any refund based on the provisions of this Article or any other provisions of this Convention shall be made without interest.

#### ARTICLE VII

1. With a view to the prevention of fiscal evasion each of the contracting States undertakes to furnish to the other contracting State, as provided in the succeeding Articles of this Convention, the information which its competent authorities have at their disposal or are in a position to obtain under its revenue laws in so far as such information may be of use to the authorities of the other contracting State in the assessment of the taxes to which this Convention relates.

2. The information to be furnished under this Article, whether in the ordinary course or on request, may be exchanged directly between the competent authorities of the two contracting States.

#### ARTICLE VIII

1. The Commissioner shall notify the Minister as soon as practicable when the Commissioner ascertains that in the case of:

(a) a decedent, any part of whose estate is subject to the Federal estate tax laws, there is property of such decedent situated in Canada;

(b) a decedent domiciled in Canada, any part of whose estate is subject to the Dominion Succession Duty Act, there is property of such decedent situated in the United States of America.

2. The Minister shall notify the Commissioner as soon as practicable when the Minister ascertains that in the case of:

(a) a decedent, any part of whose estate is subject to the Dominion Succession Duty Act, there is property of such decedent situated in the United States of America;

(b) a decedent domiciled in the United States of America, any part of whose estate is subject to the Federal estate tax laws, there is property of such decedent situated in Canada.

#### ARTICLE IX

1. If the Minister deems it necessary to obtain the cooperation of the Commissioner in determination of the succession tax liability of any person, the Commissioner may, upon request, furnish the Minister such information

bearing upon the matter as the Commissioner is entitled to obtain under the revenue laws of the United States of America.

2. If the Commissioner deems it necessary to obtain the cooperation of the Minister in the determination of the estate tax liability of any person, the Minister may, upon request, furnish the Commissioner such information bearing upon the matter as the Minister is entitled to obtain under the revenue laws of Canada.

#### ARTICLE X

The competent authorities of the contracting States may:

- (a) prescribe regulations to carry into effect this Convention within the respective States and rules with respect to the exchange of information;
- (b) if doubt arises, settle questions of interpretation or application of this Convention by mutual agreement;
- (c) communicate with each other directly for the purpose of giving effect to the provisions of this Convention.

#### ARTICLE XI

If any fiduciary or beneficiary can show that double taxation has resulted or may result in respect of the taxes to which this Convention relates, such fiduciary or beneficiary shall be entitled to lodge a claim or protest with the State of citizenship or domicile of such fiduciary or beneficiary, or, if a corporation or other entity, with the State in which created or organized. If the claim or protest should be deemed worthy of consideration, the competent authority of such State may consult with the competent authority of the other State to determine whether the alleged double taxation exists or may occur and if so whether it may be avoided in accordance with the terms of this Convention.

#### ARTICLE XII

The provisions of this Convention shall not be construed to restrict in any manner any exemption, deduction, credit or other allowance accorded by the laws of one of the contracting States in the determination of the tax imposed by such State.

#### ARTICLE XIII

1. As used in this Convention:

- (a) The term "Minister" means the Minister of National Revenue of Canada or his duly authorized representative.
- (b) The term "Commissioner" means the Commissioner of Internal Revenue of the United States of America, or his duly authorized representative.
- (c) The term "competent authority" or "competent authorities" means the Commissioner and the Minister and their duly authorized representatives.

2. When used in a geographical sense:

(a) The term "United States of America" includes only the states, the Territory of Alaska, the Territory of Hawaii, and the District of Columbia.

(b) The term "Canada" means the provinces, the territories and Sable Island.

#### ARTICLE XIV

1. This Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

2. This Convention shall be deemed to have come into effect on the fourteenth day of June, 1941. It shall continue in effect for a period of five years from that date and indefinitely after that period, but may be terminated by either of the contracting States at the end of the five year period or at any time thereafter provided that at least six months prior notice of termination has been given.

Done in duplicate, at Ottawa, this eighth day of June, 1944.

RAY ATHERTON

W. L. MACKENZIE KING

COLIN GIBSON

## PAYMENT FOR CERTAIN DEFENSE INSTALLATIONS

*Exchange of notes at Washington June 23 and 27, 1944  
Entered into force June 27, 1944*

58 Stat. 1290; Executive Agreement Series 405

*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.

*June 23, 1944*

No. 238

SIR,

I have the honour to refer to the exchange of notes between the Governments of Canada and the United States dated January 27, 1943,<sup>1</sup> regarding the post-war disposition of defence projects and installations constructed in Canada by the Government of the United States. These notes approved the 28th Recommendation of the Permanent Joint Board on Defence, which said in part:

"The Board considered the question of the post-war disposition of the defence projects and installations which the Government of the United States has built or may build in Canada. The Board noted that the two Governments have already reached specific agreements for the post-war disposition of most of the projects and installations thus far undertaken. It considers that such agreements are desirable and should be made whenever possible.

"The Board recommends the approval of the following formula as a generally fair and equitable basis to be used by reference whenever appropriate in the making of agreements in the future and to cover such defence projects, if any, the post-war disposition of which has not previously been specifically provided for:

"A: All immovable defence installations built or provided in Canada by the Government of the United States shall within one year after the cessation of hostilities, unless otherwise agreed by the two Governments, be relinquished to the Crown either in the right of Canada or in the right of the

<sup>1</sup> EAS 391, *ante*, p. 305.



province in which the same or any part thereof lies, as may be appropriate under Canadian law.”

2. As hereinafter explained, the two governments have agreed that special arrangements should be made relating to permanent United States air installations in Canada and to the telephone line from Edmonton to the Alaska boundary built by the United States Government.

3. In note no. 643 of December 18, 1943, I informed you that the Canadian Government “will not accept payment from the United States Government for the construction of any permanent facilities or improvements made by the Canadian Government on United States Government account on airfields in Northwest Canada, and will make payment to the United States Government for all construction of a permanent nature carried out by the United States Government on air routes in this area.”

4. It was subsequently agreed between the two Governments that, in addition, the Canadian Government should assume the cost of permanent air installations elsewhere in Canada and at Goose Bay (Labrador) built by or on the account of the United States Government, the cost of the telephone line from Edmonton to the Alaska boundary built by the United States Government, and the cost of the proposed improvement program on the Northwest Staging Route.

5. Discussions have recently taken place between representatives of the two Governments regarding the details of the decisions and arrangements referred to in the two preceding paragraphs, with a view to listing the installations involved and their costs, and to settling the exact amount of money to be paid by the Canadian Government to the United States Government.

6. It is my understanding that the following has been agreed as a result of these discussions. The Canadian Government will pay to the United States Government the following amounts in United States dollars for construction carried out by the United States Government:

Northwest Staging Route (including contracts not yet completed)	\$31,311,196
Flight strips along the Alaska Highway	3,262,687
Flight strips along the Mackenzie River	1,264,150
Hudson Bay Air Route	27,460,330
Airfield at Mingan, P. Q.	3,627,980
Airfield at Goose Bay, Labrador	543,000
Telephone line from Edmonton to Alaska boundary	9,342,208

TOTAL

76,811,551

7. The details of the costs of construction are shown in the attached appendices marked “I”, “II” and “III”,<sup>2</sup> which have been prepared by the United States War Department. The appendices show that costs of \$90,683,571 were actually incurred by the United States Government in con-

<sup>2</sup> Not printed here.

struction but \$13,872,020 of this amount was for installations which, although of value to joint defence during the war, have no permanent value. It has been agreed that the Canadian Government should pay that part of United States construction costs which represents installations having a permanent value, namely \$76,811,551.

8. The costs incurred by the Canadian Government on United States Government account which the Canadian Government will assume pursuant to the decisions reached are as follows:

Northwest Staging Route	\$18,359,953
Northeast Canada	1,290,010
Airfield at Goose Bay, Labrador	9,950,000
TOTAL	\$29,599,963

In addition the Canadian Government will pay \$5,161,000 for the projected improvement program on the Northwest Staging Route. Details of the four items mentioned in this paragraph are given in the attached appendix marked "IV".<sup>3</sup>

9. It is understood that all the items mentioned in the four appendices, whether or not of permanent value, will be relinquished to the Canadian Government pursuant to the Exchange of Notes of January 27, 1943, hereinbefore referred to. However, such relinquishment does not affect existing arrangements for the maintenance, operation and defence of these facilities for the duration of the war. In this connection, it is relevant to quote the following extract from the Journal of the meeting of the Permanent Joint Board on Defence held April 12-13, 1944:

"In noting this decision of the two Governments, (i.e. the decision of the Canadian Government to assume the costs of the installations), the Board observed that it relates only to the financial aspect of the facilities in question and has no bearing on existing arrangements for the maintenance, operation and defence of the facilities for the duration of the war. It is the Board's understanding that the existing arrangements will remain in effect for the duration of the emergency as previously agreed upon unless modified by mutual agreement between the two Governments."

10. If the foregoing is acceptable to the Government of the United States, this note and your reply thereto shall be regarded as placing on record the understanding arrived at between our Governments.

Accept, Sir, the renewed assurance of my highest consideration.

LEIGHTON MCCARTHY

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

<sup>3</sup> Not printed here.

*The Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*June 27, 1944*

EXCELLENCY:

I have the honor to refer to your note of June 23, 1944 in regard to a decision of the Canadian Government to reimburse the United States Government for the expenditures on certain defense installations in Canada and at Goose Bay (Labrador). The proposals set forth in Your Excellency's note are acceptable to the Government of the United States. It is agreed that your note and this reply thereto shall be regarded as placing on record the understanding arrived at between our Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

A. A. BERLE, JR.

His Excellency,

The Honorable LEIGHTON McCARTHY, K.C.,  
*Ambassador of Canada.*

## SOCKEYE SALMON FISHERIES

*Exchange of notes at Washington July 21 and August 5, 1944, with letter and memorandum of International Pacific Salmon Fisheries Commission dated January 11, 1944, list of remedial works recommended, and Canadian Order in Council Entered into force August 5, 1944*

59 Stat. 1614; Executive Agreement Series 479

*The Canadian Chargé d'Affaires to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.  
July 21, 1944

No. 266

SIR,

I have the honour to refer to the Convention between Canada and the United States for the Protection, Preservation and Extension of the Sockeye Salmon Fisheries in the Fraser River System, signed at Washington on May 26, 1930.<sup>1</sup>

2. Under Article III of the Convention, the International Pacific Salmon Fisheries Commission is required to "make a thorough investigation into the natural history of the Fraser River sockeye salmon, into hatchery methods, spawning ground conditions and other related matters". The Commission may also recommend to the two Governments "removing or otherwise overcoming obstructions to the ascent of sockeye salmon, that may now exist or may from time to time occur, in any of the waters covered by this Convention, where investigation may show such removal of or other action to overcome obstructions to be desirable".

3. As a result of extensive investigation the Commission recommended to the two Governments on January 11, 1944, remedial measures for overcoming obstructions to the ascent of the salmon in Hell's Gate Canyon and further investigation and remedial measures for overcoming obstructions to the ascent of the salmon elsewhere in the Fraser River watershed. It was estimated that the cost of the works recommended would be \$2,000,000, which, in accordance with Article III, paragraph 2, of the Convention, would be shared equally between the two Governments. One copy of the letter and

<sup>1</sup> TS 918, *ante*, p. 41.

memorandum from the Commission under date of January 11, signed by the chairman and secretary are attached hereto as appendix A. Also attached as appendix B is one copy of a list of the remedial works recommended by the Commission.

4. The Canadian Government has approved of these recommendations of the Commission as set forth in its letter and report of January 11. A vote of \$1,000,000 to provide for Canada's share of the costs of these works has been recommended to Parliament. The Commission has also been authorized by Order in Council P. C. 5002 of June 30, 1944, to let contracts for the remedial works recommended. One copy of Order in Council P. C. 5002, marked appendix C, is attached hereto.

5. The regular procedure for the payment of expenses properly incurred by the Commission is that such expenses are paid by the Canadian Government, one-half being recoverable later by Canada from the United States. This procedure was agreed to by the United States by your note of December 10, 1937. It is acceptable to the Canadian Government that this procedure should be followed with respect to expenditures incurred by the Commission for the proposed remedial works.

6. It would appear desirable that the recommendations of the Commission as set forth in its letter and report of January 11, 1944 and the arrangements proposed for implementing these recommendations should be formally approved by Exchange of Notes between the two Governments.

7. If these proposals are acceptable to the Government of the United States, this note and your reply thereto accepting the proposals shall be regarded as placing on record the agreement of the two governments concerning this matter.

Accept, Sir, the renewed assurance of my highest consideration.

L. B. PEARSON  
*Chargé d'Affaires*

The Honourable CORDELL HULL,  
*Secretary of State of the United States,*  
*Washington, D.C.*

#### APPENDIX A

COPY

*January 11th, 1944*

SIR,

In the Pacific Northwest a particularly valuable species of salmon, known as Sockeye, was once so abundant that in 1913 it produced a pack of almost a quarter of a billion one pound cans which, at present prices, would be

worth over forty million dollars. Now, one-eighth of that amount is considered a good pack.

The blasting of rocks during railroad construction in a narrow gorge of the Fraser River known as Hell's Gate Canyon, is charged with causing this huge decline by obstructing passage of the fish to their up-river spawning grounds. It is now believed, however, that great numbers of fish were fatally retarded at this canyon even under natural conditions.

Canada and the United States created this Commission to rehabilitate this once enormous food supply of the two nations—for though the spawning all takes place in Canada, United States fishermen get first chance to catch the fish as they pass through Puget Sound to approach the Fraser River mouth.

After intensive investigation it has been conclusively shown that the terrific rush and surge of water at Hell's Gate Canyon is largely responsible for failure of the salmon run to recover its former magnitude. Furthermore, the Commission finds that construction of so-called fish-ladders at this point will largely eliminate the difficulty. Some lesser obstructions also should be eliminated.

The Treaty requires the Commission to recommend to the two Governments the removal of obstructions. Accordingly the Commission herewith submits a biological report showing the necessity for action, an engineering report showing the action required, and a request for two million dollars with which to accomplish the desired result.

Respectfully submitted,

INTERNATIONAL PACIFIC SALMON FISHERIES COMMISSION

By

EDWARD W. ALLEN

*Chairman*

A. J. WHITMORE

*Secretary*

Honourable ERNEST BERTRAND, K.C., P.C.,  
*Minister of Fisheries,*  
*Ottawa.*

RECOMMENDATION OF INTERNATIONAL PACIFIC SALMON FISHERIES COMMISSION FOR OVERCOMING OBSTRUCTIONS TO THE ASCENT OF SOCKEYE SALMON, PURSUANT TO TERMS OF A TREATY BETWEEN CANADA AND THE UNITED STATES

The International Pacific Salmon Fisheries Commission was created for the purpose of rehabilitating a Pacific Coast salmon run known as the sockeye salmon of the Fraser River. In its largest year this run produced almost a quarter of a billion pounds of finest quality canned salmon which at present

prices would have a value of more than forty million dollars. An eighth of that amount is now considered a good pack.

Among causes suggested for this great decline were need for international regulation and damage to the runs by blasting of rocks and by rock slides during railroad construction in the narrow gorge of the Fraser River, up which the fish must ascend to reach their spawning grounds. The first function of the Commission was to determine what were the actual causes, next to suggest remedies, and after eight years to regulate the catch.

Sockeye salmon normally spawn in late summer or fall in gravel beds in streams which are near lakes, or in the lakes themselves in the upper Fraser River drainage area, some 90,000 square miles in extent. The eggs hatch in early spring, and the young usually spend a year in lakes, then go down to sea and when four years old return to the very stream in which they were born, then in turn to spawn and die. The production of each stream therefore depends upon the run to that stream four years before. In a big river system like the Fraser with its numerous feeder streams there are therefore many separate runs each year. These may occur at different times during a season, though in fact there is much overlapping of such runs.

If the salmon had to keep on their way upstream or die and a run lasted only 30 days and there was a period of 30 days right at the time of such run when the fish could not pass up the river, the conclusion would be natural that such run would not reproduce itself. The problem is not that simple. However, the Commission did find that salmon could only stand a limited delay and that if the delay exceeded such limit they dropped downstream and were lost for reproductive purposes.

The Commission further found that there were specific levels of the river during which the salmon were unable to get up through the terrific rush of water at Hell's Gate Canyon and that these impassable levels occurred during the salmon season, but varied greatly in time, length, and seriousness from year to year. In some years practically all the runs which had survived to that year got through. In other years the entire season was nearly impassable (in 1941 it is estimated that one million fish were unable to ascend the Canyon, dropped down below and died). In some years certain runs were affected; others were not.

It was also found that, although Hell's Gate Canyon was by far the most serious obstruction of this character, there were other places in the river system, each of which took its toll. Some forty such obstructions were specifically noted, of greatly varying importance, but a much more thorough survey of the seriousness of each, and of conditions at other points where difficulty may exist than the Commission has thus far been able to make, is essential. Moreover, the Commission found large areas apparently suitable to salmon spawning which never had been utilized because of some natural obstruction, and that it was probable that an adequate survey and proper remedial action



would be the means of opening up such areas, thereby increasing the productivity of the system beyond what it had ever been.

A most important consideration is that a depleted run of sockeye salmon if given a reasonable opportunity recuperates rapidly. There are, however, great areas to which the runs of certain years have been completely destroyed. Such areas require distinctive treatment. Moreover, any measure of redress, in order to be effective, will require the aid of regulation of the catch.

Viewing the entire field, the Commission found that it would be uneconomical and unsound, if not wholly futile, to attempt to resort to any recuperative or regulatory measure if the same might in any year be rendered fruitless by reason of the restored runs being again depleted by being obstructed in their attempted passage up Hell's Gate Canyon or other points of difficulty.

Accordingly, it is essential that as a first step in an orderly rehabilitation of the sockeye salmon of the Fraser River system as a whole that this continuous threat of destruction at Hell's Gate Canyon be removed. After that, many runs will promptly proceed to restore themselves and this natural process can be going on while the Commission effectuates its plan to bring back lost runs as well as those so close to extinction as to require artificial stimulation, and to produce runs into new areas. Gradual removal of minor obstructions can also be carried on concurrently, as biological and engineering studies indicate the corrective action necessary.

These facts and conclusions are the result of six years of intensive investigation of every available source of information from official and commercial records and from one of the largest fish tagging experiments ever conducted, many thousands of fish having been tagged in salt water and at different parts of the river with observable celluloid tags these then having been collected by means of rewards and otherwise, also by the use of trained observers systematically stationed throughout the area.

Submitted herewith is a biological report from the Commission's scientific staff which presents a remarkable record of investigation and analysis. Dr. W. F. Thompson, until he came to this Commission, had been Scientific Director of the International Fisheries Commission (Halibut) and was largely responsible for the accomplishments of that Commission which have justly won world-wide recognition. He is now the Scientific Consultant for this Commission.

When the Commission became convinced that a basic difficulty in rehabilitating the Fraser sockeye salmon run lay at Hell's Gate Canyon, it not only concentrated its biological work to bear upon that point but also engaged the most experienced fishery engineers available. Milo Bell, the Commission's chief engineer, is the only active engineer in either nation who has specialized in fishery conservation devices directly related to Pacific salmon. And he in turn has had the assistance of Professor Charles W. Harris, an outstanding hydraulic engineer, as consultant.

So-called fish-ladders have been in use for many years as a means of enabling fish to ascend rivers blocked by dams and natural obstructions. The greatest installation heretofore made was at the Bonneville Dam on the lower Columbia River. The fishery devices at the Bonneville are said to have cost approximately \$7,000,000.00. Nevertheless, these fully justified the expenditure for they have successfully demonstrated their effectiveness in passing the well known Chinook salmon up the Columbia. The practical use of fish-ladders is therefore well recognized in the engineering field.

In the engineering report submitted herewith, the use of fish-ladders to obviate the Hell's Gate Canyon obstruction is presented. But although the Fraser salmon run substantially exceeds that of the Columbia both in quantity and value, the cost of the proposed fish-ladders at Hell's Gate Canyon, together with the estimated cost of investigating and overcoming other obstructions and incidental remedial proposals, all together is less than one-third of the cost of the work at Bonneville.

The Commission therefore requests a total appropriation of \$2,000,000, one-half from Canada, one-half from the United States, for the purposes above outlined. One good year's run restored should produce a catch ten times the entire proposed investment. And under continued and adequate regulation and protection, this enormous food resource should become recurrent year after year in perpetuity.

Respectfully submitted,

INTERNATIONAL PACIFIC SALMON FISHERIES COMMISSION

By

EDWARD W. ALLEN

*Chairman*

A. J. WHITMORE

*Secretary*

*January 11th, 1944*

## APPENDIX B

### OBSTRUCTIONS ON THE FRASER RIVER WATERSHED, THE INVESTIGATION AND IMPROVEMENT OF WHICH IS RECOMMENDED BY THE INTERNATIONAL PACIFIC SALMON FISHERIES COMMISSION

Stream	Name of obstruction and location	Description and importance	Remedial measures
1. Fraser River	Hell's Gate Canyon	Impassable obstruction at certain water levels. Principal spawning grounds of the Fraser system are controlled largely by conditions at this point:	Construction of permanent fishways on each bank at point of obstruction.

Stream	Name of obstruction and location	Description and importance	Remedial measures
2. Fraser River	Bridge River Rapids. 6 miles above Lillooet.	Two rapids 900 ft. apart. Both serious obstructions to salmon migration below 20 ft. level.* Over $\frac{3}{4}$ of available spawning area above this point. Formerly bulk of escapement spawned above this obstruction.	Construct fish-ways and improve channel for each rapids on both banks of river.
3. Lillooet River	Skookumchuck Rapids. 18 miles above Harrison Lake.	Rapids in constricted, canyon-bound channel. Records of sockeye delayed from 1 to 21 days. Blockade forms above 1 ft. level on gauge. Commonly inflicts heavy mortality on important Birkenhead run.	Install fish-way on left bank and alter channel. Include 10 ft. maximum water fluctuations.
4. Chilcotin River	Farwell Canyon. 11 miles from mouth.	Constricted, bed-rock channel with fall of 4 to 6 ft. at obstruction. Blockade above 3 ft. level on gauge. Over 15% of Chilko run** normally lost at this obstacle.	Construct fish-way on left bank. Blast cut in rock on right bank. Cover 6 ft. maximum water fluctuations.
5. Chilko River	Keighley Holes. 7 miles above confluence of Chilcotin River.	Channel between high dirt banks. Large boulders in bed cause fall of 5 ft. at obstruction. Chilko run** delayed at all common water levels.	Remove boulders and rock debris from channel. Construct baffles on right bank to reduce velocity of flow.
6. Quesnel River	Rapids. 4 miles below Likely.	Obstruction caused by tailings from Boullion mine. Present channel is constricted by dumped rock so that velocity of flow is too great for normal passage of salmon.	Remove rock debris from channel and restore original conditions.
7. Stellako River	Falls. 4 miles above Fraser Lake.	At 3 ft. falls located in spawning area is ascended with difficulty. Elimination of obstruction would encourage extension of spawning area to desirable streams above.	Reduce flow in channel.
8. Bowron River	Gravel bars, mouth of Bowron River.	At low water stages there is not sufficient water on gravel bars to allow salmon to ascend.	Dredge one main channel for entire flow of river.

\*Hell's Gate gauge.

\*\*Chilko run composes over 80% total escapement, 1940-1941:

Stream	Name of obstruction and location	Description and importance	Remedial measures
9. Morris Creek	Shallow channel. Mouth of Morris Creek.	Similar to above. At low water channel nearly dry caused by seepage near mouth. Run commonly delayed two to three weeks before able to enter.	Concentrate flow into one main channel.

Stream	Tributary to	Description	Remedial measures
10. Boise Creek	Upper Pitt River	Excellent sockeye stream with large amount of potential spawning area. Numerous log jams present of which some are impassable to salmon. Serious damage done by floods.	Remove log jams and improve spawning conditions.
11. Douglas Creek	Harrison Lake	Spawning beds scoured by logs and further damaged by floods. Formerly a very important spawning stream.	Remove log jams from channel.
12. Railway Creek	Upper Lillooet River	Beaver dam is located $\frac{1}{2}$ mile above mouth. Good spawning area above dam. Sockeye now limited to lower part of stream.	Transplant beavers to non-salmon stream. Remove dam.
13. McKenzie Creek	Upper Lillooet River	Beaver dam located 20 yards from mouth. Sockeye formerly spawned above dam but now confined to lower part of stream.	Transplant beavers to non-salmon stream and remove dam.
14. Pemberton Creek	One-mile Lake	Numerous log jams which not only block salmon but encourage shifting of channel during high water. Formerly supported run of sockeye.	Remove log jams and reestablish channel in former location.
15. Silver Creek	Fraser River	Place of difficult passage 1-5 miles below lake. Caused by log jams and rapids. Excellent spawning area above.	Remove log jams and improve channel.
16. Nahatlatch River	Fraser River	Large log jam at outlet of lake and numerous log jams on spawning areas that limit areas used by salmon. Extensive spawning area available and formerly produced large run of sockeye.	Remove log jams and general stream improvement.
17. Momich River	Adams Lake	Series of rapids $\frac{3}{4}$ mile from mouth. Sockeye spawn in lower part of creek.	Install fishpass in channel so that sockeye can ascend to upper regions.

Stream	Tributary to	Description	Remedial measures
18. Scotch Creek	Shuswap Lake	Large log jams near mouth of creek. Channel changes frequently during high water. Only remnant of former large run remains.	Remove log jams and establish channel.
19. Mann Creek	North Thompson River	Beaver dams near mouth which limits present spawning area. Log jams and dense brush in stream $\frac{1}{2}$ mile from mouth. Present depleted run spawn at mouth.	Transplant beaver to non-salmon stream. Remove dam and log jams. Improve spawning area generally.
20. Finn Creek	North Thompson River	Large impassable log jams throughout entire spawning area. Channel frequently changes. Few salmon spawn in creek at present.	Remove log jams and establish channel. Make general stream improvements.
21. Gates Creek	Anderson Lake	Numerous log jams in creek form definite obstruction to migration of salmon. Formerly important spawning area but now runs only spawn near mouth.	Remove log jams and improve spawning area.
22. McKinley Creek	Horsefly River	Log jams in creek prevent salmon ascending lakes above which were used for spawning before 1913.	Remove log jams and improve channel for salmon migration.
23. Nadina River	Francois Lake	One serious log jam and numerous minor ones. Small run of sockeye and spawn in river. Large areas suitable for spawning in upper portion of stream.	Remove log jams and improve spawning area.
24. Forfar Creek	Middle River	Impassable log jams 3 miles above mouth. Good spawning stream and would increase the spawning area available.	Remove log jams.
25. Kynoch Creek	Middle River	Impassable log jams 3 to 4 miles above mouth. Important spawning stream of this district.	Remove log jams.
26. Rossette Creek	Middle River	Log jams and brush block stream $\frac{1}{2}$ mile from mouth. Formerly good spawning creek but only remnant of former run remains.	Remove log jams. and improve stream conditions.

Stream	Tributary to	Description	Remedial measures
27. Narrows Creek	Takla Lake	Numerous log jams cause constant shifting of channel. Formerly excellent spawning stream but now nearly void of fish.	Remove log jams and restore stream to former condition.
28. Pomeroy Creek	Bowron River	Beaver dam at mouth entirely blocks creek to salmon. This stream formerly supported over $\frac{2}{3}$ of the Bowron run.	Transplant beaver to non-salmon stream. Remove dam.
29. Indianpoint Creek	Bowron River	Four beaver dams on creek and spawning tributaries. Formerly important spawning and nursery area. No sockeye can enter creek at present.	Transplant beaver to non-salmon stream. Remove all dams and improve stream conditions.

Stream	Location of obstruction	Description	Remedial measures
30. Nicola River	Dam at outlet of Nicola Lake.	The irrigation dam has a poorly designed fishway and an unscreened diversion channel just above the dam. This was formerly good salmon spawning area.	Install satisfactory fishway and revolving screen on diversion channel.
31. Adams River	Dam at outlet of Adams Lake.	The old sluice dam, not in use at present, has an inadequate fishway. The dam is in poor repair and structure is rotten.	Remove dam or install efficient fishways.
32. Louis Creek	Dam on creek for C. N. R. water supply and irrigation.	Fishway in dam closed during salmon run. Salmon drop back into irrigation ditches and die unspawned. Many fry are lost in ditches.	Install revolving screens on diversions and have sufficient water guaranteed during salmon runs for proper operation of fishways.
33. Barriere River	Hydro-electric project located ten miles above mouth.	Dam is 12 to 15 feet high. Fishway is very poor and usually dry during salmon run. This was formerly a good sockeye spawning area. Flume to turbines is unscreened.	Construct new fishpass over dam and screen turbine intake.
34. Lemieux Creek	Low irrigation dam on creek 2 miles above mouth.	Dam is 32 in. high with no fishway installed and during low water is a complete barrier to salmon migration. Unscreened diversion above dam.	Construct fishway in dam and install revolving screen on diversion.

Stream	Location of obstruction	Description	Remedial measures
35. Scotch Creek	Irrigation dam $2\frac{1}{4}$ miles from mouth.	The 3 foot dam has no fishway and cuts off the former main spawning area. Also has un-screened diversion.	Install fishway and construct revolving screen in diversion.
36. Seton Creek	Hydro-electric and water supply.	Fishway now installed is not satisfactory for passage of salmon. Formerly important spawning area; now nearly depleted.	Construct proper fishway.
37. Conni Lake	Dry channel	Divert Klokkon creek into original channel emptying into Conni Lake. Sockeye formerly spawned in this area.	Divert creek into old channel.

## APPENDIX C

P. C. 5002

PRIVY COUNCIL

CANADA

AT THE GOVERNMENT HOUSE AT OTTAWA

FRIDAY, THE 30TH DAY OF JUNE, 1944.

PRESENT:

HIS EXCELLENCY

THE GOVERNOR GENERAL IN COUNCIL:

WHEREAS the Minister of Fisheries reports that the following item appears in the Estimates tabled in Parliament for the fiscal year 1944-45:

Vote 83 To provide for Canadian share of expenses of the International Pacific Salmon Fisheries Commission to overcome obstructions to the ascent of sockeye salmon at Hell's Gate Canyon, and for investigating and overcoming obstructions to such salmon at other points on the Fraser River Watershed..... \$1,000,000

That a similar sum has been provided for the same purpose by the Government of the United States, thus enabling the work to proceed at joint expense;

That persons who, in the opinion of the Minister, may be interested in the work contemplated at Hell's Gate, including the Government of the Province of British Columbia, the Canadian Pacific Railway Company and the Canadian National Railways, have been consulted with reference thereto and that such persons have no objection thereto provided their interests are adequately safeguarded;



That by arrangements between Canada and the United States all expenditures properly incurred by the Commission are paid by the Canadian Government, one-half of such payments to be recovered later by Canada from the United States Government; and

That it is, by reason of the war, necessary for the security, defence, peace, order and welfare of Canada that the Order hereinafter set forth be made.

THEREFORE, His Excellency the Governor General in Council, on the recommendation of the Minister of Fisheries, and under the authority of the War Measures Act, is pleased, hereby, to authorize the International Pacific Salmon Fisheries Commission constituted pursuant to the Fraser River Sockeye Convention, confirmed by chapter ten of the Statutes of Canada, one thousand, nine hundred and thirty, to enter into contracts in the name of His Majesty in right of Canada for the execution of the work at Hell's Gate Canyon and other points on the Fraser River, British Columbia, for which money is, or is to be, provided by the said Vote 83 hereinbefore set out; and is further pleased to authorize and doth hereby authorize the chairman and secretary of the said Commission to execute any such contract on behalf of the Commission.

A. J. P. HEENEY  
*Clerk of the Privy Council*

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*The Secretary of State to the Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
*August 5, 1944*

SIR:

I have your Embassy's note No. 266 of July 21, 1944, with enclosures, in regard to the recommendation of remedial measures for overcoming obstructions to the ascent of the salmon in Hell's Gate Canyon and further investigation and remedial measures for overcoming obstructions to the ascent of the salmon elsewhere in the Fraser River system, which, pursuant to Article III of the Convention between the United States and Canada for the Protection, Preservation and Extension of the Sockeye Salmon Fisheries in the Fraser River system, signed at Washington on May 26, 1930, was made to the American and Canadian Governments on January 11, 1944 by the International Pacific Salmon Fisheries Commission.

As you point out the estimated cost of the works recommended, which was two million dollars, would in accordance with Article III, paragraph 2 of the Convention, be shared equally between the two governments.

The Government of the United States has approved the recommendation of the Commission as set forth in its letter and report of January 11, 1944, and the accompanying documents including the "General Engineering Re-

port Covering Fraser River Fisheries Projects" and the first Deficiency Appropriation Act, 1944, approved April 1, 1944 (Public Law 279, 78th Congress), contained the following appropriation:

"INTERNATIONAL PACIFIC SALMON FISHERIES COMMISSION

Restoration of salmon runs Fraser River system: For the share of the United States of expenses incident to the work of improving facilities for sockeye salmon migration in the Fraser River by the International Pacific Salmon Fisheries Commission, under the convention between the United States and Canada, concluded May 26, 1930, including personal services; traveling expenses; rent; purchase, maintenance, repair, and operation of not to exceed four motor-propelled, passenger-carrying vehicles; purchase of furniture, instruments, and equipment; construction of fishways; removal of obstructions and stream improvement; construction of warehouse for storage of equipment; and such other expenses as the Secretary of State may deem proper, to be expended under his direction, \$1,000,000, to remain available until expended."

The Department observes from paragraph 5 of your note that it is acceptable to the Canadian Government that the regular procedure whereunder expenses properly incurred by the Commission are paid by the Canadian Government, one-half being recoverable later by Canada from the United States, should be followed with respect to expenditures incurred by the Commission for the proposed remedial works. The Government of the United States agrees to this procedure and, subject to the limits of the above-quoted appropriation, will reimburse the Canadian Government for one-half of the joint expenses properly incurred by the Commission in connection with the remedial works in question, the full amount of such expenses having been paid by the Government of Canada, it being understood that in the settlement of such amounts the procedure now observed by the two governments in settling the joint expenses of the Commission will be followed.

Accept, Sir, the renewed assurances of my high consideration,

For the Secretary of State:

G. HOWLAND SHAW

MR. MERCHANT MAHONEY

*Chargé d'Affaires ad interim of Canada*

## POSTWAR DISPOSITION OF DEFENSE INSTALLATIONS AND FACILITIES

*Exchange of notes at Washington November 22 and December 20,  
1944, modifying agreement of January 27, 1943*

*Entered into force December 20, 1944*

*Superseded March 31, 1946, by agreement of March 30, 1946,<sup>1</sup> to the  
extent that the later agreement is inconsistent with the earlier  
agreement*

*Complete settlement effected by agreement of June 17 and 18, 1949<sup>2</sup>*

58 Stat. 1565; Executive Agreement Series 444

*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

No. 3999

NOVEMBER 22nd, 1944

SIR,

Under instructions from my Government, I have the honour to refer to recent discussions with respect to the post-war disposition of defence projects, installations and facilities built or provided in Canada by the Government of the United States. This matter was the subject of a recommendation of the Canada-United States Permanent Joint Board on Defence, adopted on January 13, 1943, and subsequently embodied in an Exchange of Notes dated January 27, 1943.<sup>3</sup>

After further study, and in the light of experience in connection with specific agreements already reached, it appeared desirable to the Board to amend its earlier recommendation and to make the revised recommendation applicable to all projects, disposition of which remains unsettled. Accordingly, on September 7, 1944, the Board adopted the following recommendation:

"The Permanent Joint Board on Defence recommends that the following formula be applied to the disposition of all defence facilities constructed or provided in Canada by the United States (and *mutatis mutandis* to any defence facilities constructed or provided in the United States by Canada) which have not already been dealt with.

<sup>1</sup> TIAS 1531, *post*, p. 407.

<sup>2</sup> UST 2272; TIAS 2352.

<sup>3</sup> EAS 391, *ante*, p. 305.

*Immovables*

A—The Government of the United States shall, within three months from the date of the approval of this Recommendation, supply the Government of Canada with a list of immovables (hereinafter referred to as facilities) which it desires to make subject to the provisions of this Recommendation.

B—In the case of each of the facilities included in the list referred to in A, the Canadian Government and the United States Government will each appoint one qualified appraiser whose joint duty it will be to appraise such facility in order to determine the fair market value thereof at the time and place of appraisal. If the two appraisers cannot agree on the fair market value, they will select a third appraiser to determine this value. The amount set by the appraisers shall be paid to the United States Government by the Government of Canada,

provided that the foregoing paragraphs A and B shall not apply to any facilities heretofore specifically provided for;

C—Any existing facility not included in the United States list shall, within one year after the cessation of hostilities, be relinquished, without cost, to the Crown either in the right of Canada or in the right of the Province in which the same or any part thereof lies, as may be appropriate under Canadian law.

*Movables*

A—The Government of the United States shall remove from Canada all those items which it desires.

B—The Government of Canada shall arrange through the appropriate governmental agencies for the purchase from the United States of such remaining items as it desires to obtain for its own use or disposition.

C—All other movables shall be transferred to a designated agency of the Canadian Government and shall be sold or disposed of by such agency, the proceeds to be paid to the Government of the United States,

*provided that*, in connection with the items referred to in paragraph C, the United States Government shall be represented by an officer designated by it for that purpose, who shall have an equal voice in the setting of prices, the allocation of priorities, the assessment of legitimate sales costs and other details of the sale or other disposal of the items concerned;

*and provided further that* any such items remaining unsold at the end of two years from the time they are transferred to the Canadian agency concerned shall either be declared of no value and the account closed or, at the option of the United States, shall be removed from Canada by the United States authorities."

I have been directed to inform you that this recommendation has been approved by the Government of Canada, subject to the following proviso:

"That, as there are certain facilities whose disposal would entail expenses such as custody and demolition, any expense of such a character would be taken into consideration in the final accounting."

and to propose that, if the foregoing is acceptable to the Government of the United States, this note and your reply thereto shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

L. B. PEARSON  
*For the Ambassador*

The Honourable CORDELL HULL,  
*Secretary of State of the United States,  
Washington, D.C.*

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*The Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*December 20, 1944*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note no. 399, November 22, 1944, referring to recent discussions on the disposition of defense projects, installations and facilities built or provided in Canada by the Government of the United States and informing me of the approval by the Canadian Government of the 33rd Recommendation of the Permanent Joint Board on Defense, United States and Canada on this subject. The 33rd Recommendation amends and supersedes the 28th Recommendation of the Board which was embodied in the exchange of notes of January 27, 1943.

The United States Government has been pleased to observe that, pursuant to the 28th Recommendation specific agreements have already been reached covering the disposition of the major defense projects constructed by the United States in Canada. It is considered that the current Recommendation of the Board is suitable for application to all projects, disposition of which remains unsettled and I am glad, therefore, to inform you that the Government of the United States approved the 33rd Recommendation on November 11, 1944.

It is noted that the Canadian Government's approval is subject to the following proviso:

"That, as there are certain facilities whose disposal would entail expenses such as custody and demolition, any expense of such a character would be taken into consideration in the final accounting."

In accepting the Canadian Government's proviso to the 33rd Recommendation, I believe it useful to mention that it is understood by this Government from an explanatory memorandum kindly furnished by the Canadian authorities that expenses of custody and demolition will be taken into account by the appraisers and will through their findings be reflected in the final accounting.

In conclusion I may state that the United States Government accepts the proposal that your note under reference and this reply shall be regarded as placing on record the understanding arrived at between the two Governments on this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

EDWARD R. STETTINIUS, Jr.

His Excellency

LEIGHTON MCCARTHY,  
*Ambassador of Canada.*

## MILITARY OVERFLIGHTS

*Exchange of notes at Ottawa February 13, 1945, with memorandum regarding route schedules*

*Entered into force February 13, 1945*

*Terminated August 5, 1952*<sup>1</sup>

62 Stat. 3943; Treaties and Other  
International Acts Series 2056

*The American Chargé d'Affaires ad interim to the Secretary of State  
for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, February 13, 1945*

No. 285

SIR:

With reference to negotiations that have recently taken place between representatives of the United States and Canadian Governments respecting air services of the Armed Forces of the United States and Canada, I have the honor to propose that an agreement be entered into between the two Governments as follows:

### I

Subject to such conditions as may from time to time be agreed upon between the Armed Forces of Canada and the Armed Forces of the United States, aircraft of the United States Armed Forces engaged in air transport or ferry services (including aircraft being delivered to third countries) whether operated and maintained directly by military personnel or by United States or Canadian civilian personnel under contract with the United States Armed Forces, may, during the present war, fly into, through and away from Canada and may use all airway facilities including landing fields, meteorological services, radio ranges and radio communications which are available to aircraft of the Armed Forces of Canada, and, subject to the concurrence of the Government of Newfoundland, all similar airway facilities operated by Canada in Newfoundland territory, along the routes which they are now flying and which are set forth in Part One of the attached confidential memoran-

<sup>1</sup> Pursuant to notice of termination given by Canada Feb. 5, 1952.



dum, provided that aircraft operated and maintained by civilian personnel under contract with the United States Armed Forces shall be restricted to the routes indicated in Part One A of the attached confidential memorandum.

## II

Subject to such conditions as may from time to time be agreed upon between the Armed Forces of Canada and the Armed Forces of the United States, aircraft of the Armed Forces of Canada engaged in air transport or ferry services (including aircraft being delivered to third countries) whether operated and maintained directly by military personnel or by Canadian or United States civilian personnel under contract with the Armed Forces of Canada, may, during the present war, fly into, through and away from United States territory, including Alaska and Hawaii, and may use all airway facilities including landing fields, meteorological services, radio ranges and radio communications, which are available to aircraft of the United States Armed Forces in such territory, and, subject to the concurrence of the Government of Newfoundland, all similar airway facilities operated by the United States in Newfoundland territory, along the routes which they are now flying and which are set forth in Part Two of the attached confidential memorandum, provided that aircraft operated and maintained by civilian personnel under contract with the Armed Forces of Canada shall be restricted to the routes indicated in Part Two A of the attached confidential <sup>2</sup> memorandum.

## III

(a) The Armed Forces of the United States will not establish over Canadian territory regular flying routes for air transport or ferry services additional to those which are set forth in Part One B of the attached confidential memorandum without first having sought and obtained the approval of the Government of Canada. The Government of Canada agrees to give prompt and sympathetic consideration to any request submitted by the Government of the United States for additional routes for air transport or ferry services which the latter Government believes to be desirable to meet the changing conditions of war.

(b) Except in an emergency not extending for a period longer than 60 days, the Armed Forces of the United States will not cause any civilian contractors additional to the contractors listed in Part One A of the attached memorandum to operate air transport services over Canadian territory, nor will they cause the contractors listed in the said memorandum to operate services over routes other than as indicated therein, without first having sought and obtained the approval of the Government of Canada.

## IV

(a) The Armed Forces of Canada will not establish over the territory of the United States, including Alaska and Hawaii, regular flying routes for

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<sup>2</sup> The memorandum was later declassified.

air transport or ferry services additional to those which are set forth in Part Two B of the attached confidential memorandum without first having sought and obtained the approval of the Government of the United States. The Government of the United States agrees to give prompt and sympathetic consideration to any request submitted by the Government of Canada for additional routes for air transport or ferry services which the latter Government believes to be desirable to meet the changing conditions of war.

(b) Except in an emergency not extending for a period longer than 60 days, the Armed Forces of Canada will not cause any civilian contractors additional to the contractors listed in Part Two A of the attached memorandum to operate air transport services over United States territory, including Alaska and Hawaii, nor will they cause the contractors listed in the said memorandum to operate services over routes other than as indicated therein, without first having sought and obtained the approval of the Government of the United States.

## V

Aircraft operated on behalf of the United States Armed Forces by civilian personnel under contract with the United States Armed Forces over routes in Canada shall conform in all respects with such regulations governing traffic control, routing and recognition as may be applicable to aircraft operated in air transport or ferry services by military personnel of the Armed Forces of the United States and of Canada in Canada. Neither the aircraft nor the civilian personnel engaged in the operation or maintenance thereof nor any office or other building used by the aircraft or the civilian personnel (unless also used by such civilian contractor in conjunction with authorized civil air transport services) shall bear or display any identifying markings or insignia advertising or publicizing the name of any commercial airline company.

## VI

Aircraft operated on behalf of the Armed Forces of Canada by civilian personnel under contract with the Armed Forces of Canada over routes in the United States, including Alaska and Hawaii, shall conform in all respects with such regulations governing traffic control, routing and recognition as may be applicable to aircraft operated in air transport or ferry services by military personnel of the Armed Forces of Canada and of the United States in the United States, including Alaska and Hawaii. Neither the aircraft nor the civilian personnel engaged in the operation or maintenance thereof nor any office or other building used by the aircraft or the civilian personnel (unless also used by such civilian contractor in conjunction with authorized civil air transport services) shall bear or display any identifying markings or insignia advertising or publicizing the name of any commercial airline company.

## VII

(a) No passengers, goods or mail originating at or destined to points in Canada shall be carried for reward or hire on any aircraft operated by or on behalf of the Armed Forces of the United States into, through or away from Canada pursuant to the provisions of Articles I and III of this agreement. Similarly, no passengers, goods or mail originating at or destined to points in the United States, including Alaska and Hawaii, shall be carried for reward or hire on any aircraft operated by or on behalf of the Armed Forces of Canada into, through or away from the United States, including Alaska and Hawaii, pursuant to the provisions of Articles II and IV of this agreement.

(b) Passengers, goods and mail other than those referred to in paragraph (a) of this Article may be carried for reward or hire on the aircraft referred to in this Article.

(c) The traffic of the aircraft referred to in paragraph (b) of this Article which may be carried shall be limited to passengers, goods or mail, the transportation of which is important in furtherance of the prosecution of the war, to relief or rehabilitation activities, or necessary to speed a return to peace-time conditions.

## VIII

The provisions of this agreement shall not be applicable to the tactical movement of combat type aircraft or to occasional flights of transport type aircraft belonging to the Armed Forces of either government, nor to any service conducted by a commercial airline company over a route for which it holds a certificate, license or permit issued by the competent aeronautical authorities of the respective Governments.

## IX

Upon entry into force of this agreement, the provisions hereof shall supersede any undertakings between the Government of Canada and the Government of the United States inconsistent therewith and pertaining to this subject and these undertakings shall not be deemed to be revived on termination of this agreement.

## X

Notwithstanding the provisions of Articles I and II of this agreement, this agreement may be terminated at any time on six months' notice given in writing by either government to the other government. All rights acquired by either government under this agreement shall terminate for all purposes at the end of the present war. This agreement shall come into force on the 13th day of February, 1945.

If these proposals are acceptable to the Government of Canada this note and your reply thereto, accepting the proposals, shall be regarded as placing

on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

LEWIS CLARK  
*Chargé d'Affaires ad interim*

Enclosure

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
Ottawa.

## PART ONE

### THE UNITED STATES

#### A. Routes which may be operated by civil air carriers under contract with the Armed Forces of the United States.

1. Great Falls to Fairbanks via Lethbridge—Calgary—Edmonton—Grand Prairie—Fort St. John—Fort Nelson—Watson Lake—Whitehorse—Northway—Tanacross—Big Delta.

Northwest Airlines, Incorporated  
Western Air Lines, Incorporated

2. Seattle to Edmonton.

Northwest Airlines, Incorporated  
United Air Lines Transport Corporation

3. Minneapolis or Fargo to Edmonton via Regina.

Northwest Airlines, Incorporated

4. Seattle to Annette Island via Prince George.

Northwest Airlines, Incorporated  
Pan American Airways, Incorporated  
United Air Lines Transport Corporation

5. Seattle to Alaska via Annette Island and Juneau crossing over Canadian territory, or via Prince George—Fort St. John—Fort Nelson—Watson Lake—Whitehorse—Northway—Tanacross—Big Delta.

Northwest Airlines, Incorporated  
Pan American Airways, Incorporated  
United Air Lines Transport Corporation

6. Canol Project:

Edmonton—Waterways—Embarras—Fort Smith—Resolution—Hay River—Providence—Mills Lake—Wrigley—Norman—Canol Camp or Norman Wells.

Between any of the following points: Edmonton—Waterways—Embarras—Fort Smith—Resolution—Hay River—Providence—Mills Lake—Simpson—Wrigley—Norman—Canol Camp or Norman Wells.

Northwest Airlines, Incorporated  
United Air Lines Transport Corporation

7. Presque Isle or other points in Eastern United States to United Kingdom or Port Lyautey via Gander, Harmon, Botwood or Shediac.  
     American Export Airlines, Incorporated  
     Pan American Airways, Incorporated
  8. Presque Isle or other points in Eastern United States to United Kingdom via Goose Bay, Gander, Harmon, Botwood or Shediac.  
     American Airlines, Incorporated  
     Transcontinental & Western Air, Incorporated
  9. Presque Isle or other points in Eastern United States to Marrakech via Gander.  
     American Airlines, Incorporated  
     Transcontinental & Western Air, Incorporated
  10. Presque Isle or other points in Eastern United States to Greenland or Iceland via Goose Bay.  
     American Airlines, Incorporated  
     Northeast Airlines, Incorporated  
     Transcontinental & Western Air, Incorporated
  11. Presque Isle or other points in Eastern United States to Goose Bay-BW-1 (or BW-8) Iceland or BW-2.  
     American Airlines, Incorporated  
     Northeast Airlines, Incorporated  
     Transcontinental & Western Air, Incorporated
  12. On flights from points in the United States to Newfoundland, Greenland or Iceland, stops may be made at Dorval or Mingan en route.  
     American Airlines, Incorporated  
     Northeast Airlines, Incorporated  
     Transcontinental & Western Air, Incorporated
  13. Crimson Route  
     Northeast Airlines, Incorporated
- B. Routes which may be operated by the Armed Forces of The United States.
1. All of the routes listed in A above.
  2. Columbus to Fort William via Minneapolis and Duluth.
  3. Columbus to Montreal via Detroit, Toronto and Ottawa.
  4. New York to Argentia via Sydney, Nova Scotia.
  5. Fort William to Minneapolis.

## PART TWO

### CANADA

- A. Routes which may be operated by civil air carriers under contract with the Armed Forces of Canada.
- None
- B. Routes which may be operated by the Armed Forces of Canada.
1. Megantic to Moncton via Millinocket and Houlton.

*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 12

OTTAWA, February 13, 1945

EXCELLENCY:

I have the honour to acknowledge your note No. 285 of February 13 in which you propose that an agreement be entered into between the Canadian and United States Governments concerning air services of the Armed Forces of Canada and the United States.

The proposals set forth in your note are acceptable to the Canadian Government, and it is agreed that your note and this reply 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.

N. A. ROBERTSON

*for*

*Secretary of State  
for External Affairs*

His Excellency

THE UNITED STATES AMBASSADOR TO CANADA,  
*Embassy of the United States of America,  
Ottawa, Canada.*

## AIR TRANSPORT SERVICES

*Exchange of notes at Washington February 17, 1945, with text of agreement*

*Entered into force February 19, 1945*

*Annex replaced by annex to agreement of April 10 and 12, 1947<sup>1</sup>*

*Superseded by agreement of June 4, 1949<sup>2</sup>*

59 Stat. 1353; Executive Agreement Series 457

*The Canadian Ambassador to the Acting Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.

*February 17, 1945*

No. 46

SIR,

With reference to negotiations that have recently taken place between representatives of the Canadian and United States Governments concerning civil air transport, I have the honour to propose that an agreement be entered into between the two Governments as follows:

### AGREEMENT FOR CIVIL AIR TRANSPORT BETWEEN CANADA AND THE UNITED STATES OF AMERICA

#### ARTICLE I

Pending the coming into force of the International Air Services Transit Agreement done at Chicago on December 7, 1944,<sup>3</sup> each Government grants to the other, in respect of its scheduled international air services, the right to fly across its territory without landing and the right to land for non-traffic purposes.

#### ARTICLE II

The Governments grant the rights specified in the Annex for establishing the international civil air routes and services described in the Annex, whether such services be inaugurated immediately or at a later date at the option of the Government to whom the rights are granted.

<sup>1</sup> TIAS 1619, *post*, p. 441.

<sup>2</sup> TIAS 1934, *post*, p. 492.

<sup>3</sup> EAS 487, *ante*, vol. 3, p. 916.



## ARTICLE III

Each of the air services so described may be placed in operation when the Government to whom the rights have been granted by Article II to designate an airline or airlines for the route concerned has authorized an airline for such route, and the Government granting the rights shall, subject to Article V hereof, take the appropriate steps to permit the operation by the airline or airlines concerned: provided that the airline so designated may be required to qualify before the competent aeronautical authorities of the Government granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

## ARTICLE IV

In order to prevent discriminatory practices and to ensure equality of treatment, the Governments agree that:

(a) Each of them may impose or permit to be imposed on airlines of the other state just and reasonable charges for the use of public airports and other facilities on its territory provided that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services;

(b) Fuel and oil, aircraft stores, spare parts and equipment introduced into the territory of one state by the other state or by nationals of the other state, and intended solely for use by aircraft of such other state shall be accorded national and most-favoured-nation treatment with respect to the imposition of customs and excise duties and taxes, inspection fees or other national duties or charges by the state whose territory is entered: provided, however, that such state may require that such imported materials shall be kept under customs supervision and control;

(c) The fuel and oil, aircraft stores, spare parts and equipment retained on board civil aircraft of the airlines authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other state, be exempt from the imposition of customs and excise duties and taxes, inspection fees or other national duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory;

(d) Neither of them will give a preference to its own airlines against the airlines of the other state in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways or other facilities.

## ARTICLE V

The laws and regulations of each state relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other state, and shall be complied with by such aircraft, upon entering or departing from or while within the territory of that state.

## ARTICLE VI

Each Government reserves the right to withhold or revoke a certificate or permit to an airline of the other state in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of that state, or in case of failure of an airline to comply with the laws of the state over which it operates, as described in Article V, or to perform its obligations under this Agreement.

## ARTICLE VII

This Agreement shall apply to the territory of the continental United States including Alaska, and to the territory of Canada including the territorial waters adjacent to each territory.

## ARTICLE VIII

The aircraft operated by United States airlines shall conform at all times with the airworthiness requirements prescribed by the competent aeronautical authorities of the United States of America for aircraft employed in air transportation of the character contemplated by this Agreement.

The aircraft operated by Canadian airlines shall conform at all times with the airworthiness requirements prescribed by the competent aeronautical authorities of Canada for aircraft employed in air transportation of the character contemplated by this Agreement.

## ARTICLE IX

The competent authorities of the two Governments shall enter into agreements concerning the transportation of mail on the services authorized by this Agreement.

## ARTICLE X

The services authorized by this Agreement and for which rights are specified in the Annex shall be conducted in accordance with the following provisions:

(1) Pending the coming into force of the Interim Agreement on International Civil Aviation done at Chicago on December 7, 1944,<sup>4</sup> they shall be

<sup>4</sup> EAS 469, *ante*, vol. 3, p. 929.

subject to the applicable terms of the Air Navigation Agreement between Canada and the United States of America effected by an exchange of notes of July 28, 1938;<sup>5</sup>

(2) Additional stops may be made in the territory of the state of which an airline is a national at the election of that state, provided that these stops lie in reasonable proximity to the direct route connecting the terminals indicated in the Annex, and subject to the special provisions indicated therein with respect to particular routes;

(3) Holders of through tickets travelling on a through international service may make stopovers at any point where a landing is made even though such landing is made at a point not otherwise authorized for the pick-up and discharge of traffic;

(4) Future proposals for services between any point in Alaska and any point in Canada west of the 130th meridian shall be initially considered (unless in any particular case the two Governments shall agree to follow a different course) by a representative designated by each Government, whose recommendations shall be transmitted to the two Governments for action;

(5) The routes specified in the Annex shall be open for operation by properly designated airlines at any time during the life of the Agreement. The rights shall not lapse with any failure to exercise them, or any interruption of such exercise.

#### ARTICLE XI

This Agreement supersedes that relating to air transport services effected by an exchange of notes of August 18, 1939,<sup>6</sup> the supplementary arrangement relating to air transport services effected by an exchange of notes of November 29 and December 2, 1940<sup>7</sup> and the exchange of notes of March 4, 1943,<sup>8</sup> which continued in force the supplementary arrangement of November 29 and December 2, 1940.

#### ARTICLE XII

The Annex to this Agreement shall be reviewed from time to time by the competent aeronautical authorities of the two Governments. These authorities may recommend to their respective Governments modifications of the Annex. Such modifications, if approved by both Governments, shall be made effective by exchange of notes.

#### ARTICLE XIII

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

<sup>5</sup> EAS 129, *ante*, p. 101.

<sup>6</sup> EAS 159, *ante*, p. 161.

<sup>7</sup> EAS 186, *ante*, p. 202.

<sup>8</sup> 57 Stat. 923; EAS 314.

## ARTICLE XIV

This Agreement shall become effective on February 19, 1945, and shall remain in effect until terminated by mutual agreement or until twelve months after the giving of notice by either Government to the other Government.

ANNEX<sup>9</sup>

A. The airlines designated by the Government of the United States of America may operate on the following routes, with the right to take on and put down passengers, mail and cargo at the Canadian terminals specified:

Boston	—	Moncton
Boston	—	Montreal
New York or	—	Quebec
Boston		
New York	—	{Montreal
		{Ottawa

(Provided that Montreal and Ottawa shall not be served on the same flight)

Washington	—	{Montreal
		{Ottawa

(Provided that Montreal and Ottawa shall not be served on the same flight, and that the last point touched in the United States, if it be other than Washington, shall lie east of the 77th meridian)

Buffalo	—	Toronto
Fargo	—	Winnipeg
Great Falls	—	Lethbridge
Seattle	—	Vancouver
Seattle	—	Whitehorse
Fairbanks	—	Whitehorse.

The service on the route between Buffalo and Toronto may, at the election of the United States Government, be rendered by two airlines. On the other routes service by a single airline only will be authorized.

In addition to the routes listed above, airlines of United States registry will be authorized to stop in Windsor on any route on which they are now or in the future may be authorized by the United States Government to serve Detroit.

B. The airlines designated by the Government of Canada may operate on the following routes, with the right to take on and put down passengers, mail and cargo at the United States terminals specified:

Halifax	—	Boston
Toronto	—	New York
Toronto	—	Cleveland
Toronto	—	Chicago

<sup>9</sup> For annex which replaced this one in 1947, see TIAS 1619, *post*, p. 441.

(No stop will be made on this route at any Canadian point within forty miles of Detroit.)

Port Arthur	—	Duluth
Victoria	—	Seattle
Whitehorse	—	Fairbanks.

A single airline will be authorized for each of the foregoing routes. With respect to the routes between Toronto and Cleveland and Toronto and Chicago no through services will be operated from either point in the United States to points lying beyond the territorial limits of Canada.

In addition to the routes listed above, airlines of Canadian registry will be authorized to stop in Detroit on any route on which they are now or in the future may be authorized by the Canadian Government to serve Windsor.

If these proposals are acceptable to the Government of the United States of America, this note, and your reply thereto accepting the proposals, shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

L. B. PEARSON

The Honourable JOSEPH C. GREW,  
*Acting Secretary of State of the United States,*  
*Washington, D.C.*

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*The Acting Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*February 17, 1945*

EXCELLENCY:

I have the honor to acknowledge your note No. 46 of February 17, 1945, in which you propose that an agreement be entered into between the Governments of the United States of America and Canada relating to civil air transport.

The agreement as proposed in your note is acceptable to the Government of the United States of America. Your note and this reply are regarded as placing on record the understanding arrived at between the two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:  
WILLIAM L. CLAYTON

His Excellency  
L. B. PEARSON, O.B.E.,  
*Ambassador of Canada.*

## CANOL PROJECT: EVALUATION OF FACILITIES

*Exchange of notes at Ottawa February 26, 1945, supplementing agree-  
ment of June 27 and 29, 1942, as supplemented  
Entered into force February 26, 1945  
Superseded by agreement of March 31, 1960*<sup>1</sup>

61 Stat. 3677; Treaties and Other  
International Acts Series 1695

*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, February 26, 1945*

No. 290

SIR:

I have the honor to refer to previous correspondence and specifically to the exchanges of notes of June 27 and 29, 1942,<sup>2</sup> August 14 and 15, 1942,<sup>3</sup> and June 7, 1944,<sup>4</sup> as well as to recent discussions which have taken place with officials of your Government, all with regard to the Canol Project.

In the note of June 27, 1942, my Government proposed that the pipeline from Norman Wells to Whitehorse and the refinery at Whitehorse should be operated under contracts with it or by its agents or representatives during the war. I am instructed now to propose that this shall not be construed as requiring that the United States shall continue to operate the pipeline and the refinery until the termination of hostilities, and further to seek the agreement of your Government that the United States may terminate or modify operation of any or all of the facilities of the Canol Project including the products pipeline system when, in its opinion, military considerations make such a course desirable. It is understood that the United States authorities will remain responsible for such care or maintenance of the facilities as they regard as necessary or desirable.

In the exchange of notes of August 14 and 15, 1942, it was provided that at the termination of hostilities discussions should be undertaken at the request

<sup>1</sup> 11 UST 2486; TIAS 4631.

<sup>2</sup> EAS 386, *ante*, p. 276.

<sup>3</sup> EAS 387, *ante*, p. 280.

<sup>4</sup> EAS 416, *ante*, p. 347.

of either Government with a view to reaching an agreement in regard to the disposition of the pipeline from Skagway to Whitehorse. Subsequently, by exchange of notes dated June 7, 1944, the two Governments agreed that the foregoing arrangements should apply also to the gasoline distribution lines from Carcross to Watson Lake and from Whitehorse to Fairbanks. My Government now desires to propose that the products pipeline system be evaluated by the appraisers appointed for the valuation of the crude oil system, but as an independent problem.

The exchange of notes of June 27 and 29, 1942, provides for valuation of the crude oil pipeline and refinery at the termination of hostilities at the then commercial value of these facilities. My Government now desires to propose that all the facilities of the Canol Project, including the products pipeline system, shall be valued at their commercial values as of the time or times of the completion of the appraisal, and in this connection it proposes that appraisal of the Canol Project should be initiated within a reasonable time following notice of the termination of operation of the project, or a major part thereof, and completed as soon as practicable.

It therefore further proposes that the two Governments appoint representatives at an early date in order jointly to inspect the physical property, collect information and submit preliminary reports relating to evaluation as early as practicable and, if possible, prior to the termination of operations.

If your Government agrees to the proposals made herein it is suggested that this note and your reply indicating such agreement shall be regarded as placing on record the understanding of the two Governments on this matter.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
Ottawa.

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*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 17

OTTAWA, February 26, 1945

EXCELLENCY:

I have the honour to acknowledge your note No. 290 of February 26 in which you make certain proposals with regard to the Canol Project.

The proposals set forth in your note are acceptable to the Canadian Government, and it is agreed that your note and this reply shall be regarded



as placing on record the understanding arrived at between the two Governments on this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

W. L. MACKENZIE KING  
*Secretary of State  
for External Affairs*

His Excellency

THE UNITED STATES AMBASSADOR TO CANADA,  
*Embassy of the United States of America,  
Ottawa, Canada.*

## RECONVERSION OF INDUSTRY

*Exchange of notes at Ottawa May 7 and 15, 1945*  
*Entered into force May 15, 1945*

61 Stat. 3958; Treaties and Other  
International Acts Series 1752

*The American Ambassador to the Acting Secretary of State  
for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, May 7, 1945*

No. 320

SIR:

Under the Hyde Park Declaration of April 20, 1941,<sup>1</sup> measures were taken to make the most prompt and effective utilization of the productive facilities of the United States and Canada for wartime purposes. As the period of reconversion approaches, the Government of the United States has given consideration to the continuance of cooperative measures. It believes that these measures apply as a matter of course to the Pacific War and it has noted that the Declaration itself contains no termination date, specific or implied. Accordingly, under the instructions of my Government, I have the honor to propose that the general principles of the Hyde Park Declaration be continued on a fully reciprocal basis for the remainder of the war and that the same spirit of cooperation between the two countries should characterize their treatment of reconversion and other problems of mutual concern as the transition to peacetime economy progresses.

Consequent upon the degree of integration resulting from our wartime measures of cooperation in the economic field, numerous specific problems will arise from time to time. One such problem to which urgent attention is being given is the reconversion of industry to the maximum extent compatible with vigorous prosecution of the war against Japan. The problem is particularly urgent from the viewpoint of the United States because the Hyde Park Declaration was implemented in large part by the equal application to Canada of domestic procedures in respect of priorities and allocations.

It is evident that during this initial phase of reconversion, priorities administered by the respective control agencies of the two governments are of the

<sup>1</sup> *Ante*, p. 216.

utmost importance to industries seeking to prepare for normal trading conditions. In response to informal inquiries received from Canadian officials in Washington and on condition of reciprocity, particularly where Canada is a principal supplier of materials needed for reconversion and civilian production, the Government of the United States would be prepared to implement the following principles as regards requirements which Canadian industry may desire to fulfill in this country for reconversion purposes:

1. The application of the priorities powers towards Canadian requirements should be as closely parallel to the application of the same powers toward domestic requirements as is practicable.

2. Canada should, in general, be given priorities assistance only of a character and to an extent parallel to priorities assistance given similar requirements in the United States, including any machinery needed for immediate reconversion. To the extent, however, that components could be obtained by Canada without benefit of priorities assistance, no objection could be made to more rapid reconversion activities in Canada.

3. Assistance should be given to Canadian companies through their priorities officer to grant automatic AA-4 priorities and firm CMP allotments to manufacturing concerns producing less than \$50,000 of product per quarter, similar to such assistance granted domestic small firms. Similarly, the rating privileges of Pri. Reg. 24 and L-41, as they may be amended, should be available to Canadian applicants.

4. It is recognized that complete parallelism of revocation and relaxation of orders between the United States and Canada is not possible because of the differences in the situations in the two nations. However, an effort should be made, in conjunction with the Canadian authorities, to reach the greatest parallelism possible. If it should become necessary for Canada to relax their orders more rapidly than the United States, in no case should priorities assistance be given to a Canadian manufacturer to make civilian goods which are prohibited in this country by War Production Board order.

While the problem of reconversion of industry is the first of the problems which my Government believes it mutually desirable to consider under the principles of the Hyde Park Declaration, other problems will shortly arise. The Canadian Ambassador's note, no. 156, of April 30 to the Secretary of State regarding the disposal of surplus war-like stores arising from orders placed by either government in the other country may, when the dimensions of the subject become more clearly defined, provide an instance in which my Government will seek the favorable consideration of your Government under the Hyde Park principles. Other questions will inevitably arise in connection with the relaxation of wartime controls affecting trade, such as the War Exchange Tax and procedures applicable to exports to the other American republics.

In his statement on the initial period of reconstruction presented to Parliament by the Minister of Reconstruction last month, the Minister referred to the great wartime increase in the output and exchange of goods which was dependent on close collaboration among the Governments of the British Commonwealth and of the United States. He stated that postwar collaboration along equally bold and imaginative lines was essential in the interest of expanded world trade. At Washington on March 13, 1945, a similar statement was made by Prime Minister King and by the late President Roosevelt <sup>2</sup> in regard to the problems of international economic and trading policy.

In view of the high degree of economic interdependence of the Canadian and American economies, the Government of the United States desires to assure the Government of Canada that it will consider and deal with the problems of the transition from war to peace in the spirit of the Hyde Park Declaration which gave rise to such successful cooperation for war purposes. My Government would greatly appreciate a similar assurance on the part of the Canadian Government, together with an expression of its views on the principles which the United States Government would be willing to apply in the initial problem of the reconversion of industry.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable  
THE ACTING SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
Ottawa.

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*The Acting Secretary of State for External Affairs to the American  
Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 48

OTTAWA, May 15, 1945

EXCELLENCY:

The Government of Canada welcomes the assurance of the Government of the United States, contained in your note No. 320 of May 7th, that it will consider and deal with the problems of the transition from war to peace in the spirit of the Hyde Park Declaration which gave rise to such successful co-operation for war purposes.

The Canadian Government agrees that post-war collaboration along bold and imaginative lines is essential in the interests of expanded world trade.

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<sup>2</sup> *Department of State Bulletin*, Mar. 18, 1945, p. 434.

The Government of Canada on its part desires to assure the Government of the United States that the same spirit of co-operation, which was manifested in the Hyde Park Declaration, will characterize the Canadian Government's consideration and treatment of the problems of the period of transition which are of mutual concern.

The principles which the Government of the United States would be willing to apply on condition of reciprocity in the initial problem of the reconversion of industry are acceptable to the Canadian Government. The Canadian Government believes indeed that the principles proposed will minimize for both Governments the difficulties of reconversion.

The Canadian Government assumes that "the condition of reciprocity" implies a continued adherence to the principle of reciprocity followed throughout the war when both Governments have made allowance for the difference in the conditions existing and in the methods of control adopted in the two countries.

Accept, Excellency, the renewed assurances of my highest consideration.

BROOKE CLAXTON  
*Acting Secretary of State  
for External Affairs*

His Excellency

The Honourable RAY ATHERTON,  
*Ambassador of the United States of America,  
United States Embassy,  
Ottawa.*

## CANOL PROJECT: WAIVER OF CERTAIN RIGHTS

*Exchange of notes at Ottawa August 31 and September 6, 1945, supplementing agreement of June 27 and 29, 1942, as supplemented Entered into force September 6, 1945  
Superseded by agreement of March 31, 1960*<sup>1</sup>

61 Stat. 3679; Treaties and Other  
International Acts Series 1696

*The Secretary of State for External Affairs to the American  
Chargé d'Affaires ad interim*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 83

OTTAWA, August 31, 1945

SIR:

Under the exchange of notes of June 27-29, 1942,<sup>2</sup> the Canadian Government acquired an option to purchase the facilities of the crude oil pipeline from Norman Wells to Whitehorse and the refinery at Whitehorse at a valuation based upon the commercial value of the pipeline and refinery as agreed by valuers named by Canada and the United States. Under the exchange of notes of February 26, 1945,<sup>3</sup> it was agreed that this valuation should take place within a reasonable time following notice of the termination of operation of the project or a major part thereof.

The Canadian Government has decided not to exercise the option referred to in the preceding paragraph and desires to inform the Government of the United States that it is now willing to waive that option. Under these circumstances it believes that the interest of neither country would be served by proceeding with former plans for joint valuation and that these should therefore be abandoned.

The exchange of notes of June 27-29, 1942, provided that if the Canadian Government did not exercise its option, now waived, to purchase the crude

<sup>1</sup> 11 UST 2486; TIAS 4631.

<sup>2</sup> EAS 386, *ante*, p. 276.

<sup>3</sup> TIAS 1695, *ante*, p. 394.

oil facilities within three months, they might be offered for sale by public tender with the amount of the valuation as the reserve price. In view of the desire of the Canadian Government not to proceed with joint valuation of the project, the Canadian Government likewise waives the provision above referred to whereby the facilities must be offered at the reserve price.

It is understood that the United States Government will at a later date submit to the Canadian Government plans for the disposition of the Canol facilities.

The Canadian Government hopes that the waivers of its rights as set forth above will be acceptable to the Government of the United States and will facilitate disposition of the Canol facilities.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

THE CHARGÉ D'AFFAIRES A.I.,  
*United States Embassy,  
Ottawa, Canada.*

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*The American Ambassador to the Secretary of State for External Affairs*

No. 366

OTTAWA, CANADA, *September 6, 1945*

SIR:

I have the honor to acknowledge the receipt of your note No. 83 of August 31, 1945, regarding the crude oil facilities of the Canol Project, and to confirm the understanding that the Government of the United States will at a later date submit to the Canadian Government plans for the disposition of the Canol facilities.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*



## APPREHENSION AND RETURN OF DESERTERS FROM ARMED FORCES

*Exchange of notes at Ottawa June 13 and October 26, 1945*

*Entered into force October 26, 1945*

*Terminated April 28, 1952<sup>1</sup>*

Department of State files

*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, June 13, 1945*

No. 332

SIR:

I have the honor to state that my Government believes the prosecution of the war would be facilitated by a more speedy and effective return to military jurisdiction of members of the Armed Forces of the United States and Canada who have either deserted or are absent without leave and are located in the territory of the other country.

I have been directed to suggest, therefore, that the Canadian Government may wish to agree that the military authorities of the United States and Canada shall cooperate to the full extent provided by the respective laws and regulations of the two countries in apprehending such offenders and returning them to the custody of the appropriate authority of the government from whose military service they have deserted or are absent without leave.

If this proposal meets with your approval I suggest that my note and your reply constitute the agreement of our two governments on the subject.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHONTON

The Right Honorable

THE SECRETARY OF STATE

FOR EXTERNAL AFFAIRS,

*Ottawa.*

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<sup>1</sup> Date of entry into force of treaty of peace with Japan (3 UST (3) 3169). In an exchange of notes at Washington June 2 and July 26, 1952, the United States and Canada concurred in this interpretation of the date of termination.

*The Acting Secretary of State for External Affairs to the American  
Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 104

OTTAWA, Oct. 26, 1945

EXCELLENCY,

I have the honour to acknowledge receipt of your Excellency's note No. 332 of June 13, 1945 in which you inform me of your Government's belief that the prosecution of the war would be facilitated by a more speedy and effective return to military jurisdiction of members of the armed forces of the United States and Canada who have either deserted or are absent without leave and are located in the territory of the other country. Consequently, your Government suggests that the Canadian Government may wish to enter into an agreement to the effect that the military authorities of the United States and Canada shall cooperate to the full extent provided by the respective laws and regulations of the two countries in apprehending such offenders and returning them to the custody of the appropriate authority of the government from whose military service they have deserted or are absent without leave.

Before concluding such an agreement, the Canadian Government thought it advisable to make provision in Canadian law for the apprehension and return to the United States of deserters and absentees without leave from the United States Armed Forces. Suitable provision has now been made by Order in Council P. C. 6577 of Oct. 23, 1945, two copies of which are enclosed herewith.<sup>2</sup>

Although actual hostilities have now ceased, it is assumed that the general considerations which prompted the proposals put forward in your above mentioned note remain unchanged and that it is still the desire of your Government that the proposed agreement be concluded.

I have, therefore, the honour to inform your Excellency that my Government is prepared to accept the proposals put forward. The agreement may accordingly be regarded as concluded by your Excellency's Note and this reply thereto.

Accept, Excellency, the renewed assurances of my highest consideration.

H. H. WRONG  
for  
*Acting Secretary of State  
for External Affairs*

THE UNITED STATES AMBASSADOR TO CANADA  
*Embassy of the United States of America,  
Ottawa.*

<sup>2</sup> Not printed here.

## CANOL PROJECT: DISPOSITION OF STORAGE AND LOADING FACILITIES AT PRINCE RUPERT

*Exchange of notes at Ottawa December 21, 1945, and January 3, 1946,  
supplementing agreement of August 14 and 15, 1942  
Entered into force January 3, 1946  
Expired upon fulfillment of its terms*

60 Stat. 1930; Treaties and Other  
International Acts Series 1565

*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, December 21, 1945*

No. 423

Sir:

I have the honor to refer to my predecessor's note No. 738 of August 14, 1942, and to your reply No. 125 of August 15, 1942,<sup>1</sup> regarding the establishment of an oil supply line which would be supplementary to that known as the Canol Project, which was dealt with by my predecessor's note of June 27th and your reply of June 29, 1942.<sup>2</sup>

In that exchange of notes it was agreed that the pipeline from Skagway to Whitehorse and the storage and loading facilities at Prince Rupert should remain the property of my Government until agreement after the war upon their disposition. It was further agreed that the pipeline and the other facilities mentioned should not be dismantled until such action was recommended by the Permanent Joint Board on Defence.

Having in mind the fact that the major United States facilities at Prince Rupert are in process of being disposed of in accordance with the 33rd Recommendation of the Permanent Joint Board on Defence, which formed the subject of the Canadian Ambassador's note to the Secretary of State of November 22, 1944, and the Secretary of State's reply of December 20, 1944,<sup>3</sup> I have now been directed to propose that the storage and loading facilities at Prince Rupert mentioned in the exchange of notes of August 14-15, 1942, and including several buildings and structures, an open storage

<sup>1</sup> EAS 387, *ante*, p. 280.

<sup>2</sup> EAS 386, *ante*, p. 276.

<sup>3</sup> EAS 444, *ante*, p. 377.

yard, a railroad spur, and a dock, be disposed of under the procedure established by the 33rd Recommendation without the prerequisite reference to the Board contemplated in that exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
*Ottawa, January 3rd, 1946*

No. 2

EXCELLENCY:

I have the honour to refer to your Note No. 423 of December 21st, 1945, regarding the disposition of storage and loading facilities at Prince Rupert which were erected under the exchange of Notes which authorized the establishment of an oil supply line supplementary to that known as the Canol Project.

2. I am pleased to inform you that the Canadian Government agrees to your proposal that these facilities be disposed of under the procedure established by the 33rd Recommendation of the Permanent Joint Board on Defence without further reference to the Board.

Accept, Excellency, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

His Excellency,  
UNITED STATES AMBASSADOR TO CANADA,  
*United States Embassy,  
Ottawa.*

## POSTWAR DISPOSITION OF DEFENSE INSTALLATIONS AND FACILITIES

*Exchange of notes at Ottawa March 30, 1946, with appendixes to Canadian note*

*Entered into force March 31, 1946*<sup>1</sup>

*Paragraph 7(b) supplemented by agreement of July 11 and 15, 1946;*<sup>2</sup>  
*provisions of paragraph 10 extended and amended by agreement of January 24 and March 2, 1948*<sup>3</sup>

*Complete settlement effected by agreement of June 17 and 18, 1949*<sup>4</sup>

60 Stat. 1741; Treaties and Other  
International Acts Series 1531

*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 44

OTTAWA, March 30th, 1946

### EXCELLENCY:

I have the honour to refer to discussions which have recently taken place between representatives of our Governments on the subject of war surpluses and related matters. It is my understanding that these representatives have agreed on the following proposals which are acceptable to the Canadian Government.

2. With regard to defence installations and equipment owned by the United States Government and located in Canada and not yet otherwise disposed of, the two Governments have found it mutually advantageous to expedite and simplify the procedure set forth in the 33rd Recommendation of the Permanent Joint Board on Defence and approved by the two Governments, while continuing to accept its underlying principles. To the extent, therefore, that this agreement is inconsistent with the exchange of notes of November 22nd and December 20th, 1944,<sup>5</sup> it shall be regarded as superseding them.

<sup>1</sup> Except with regard to sales of movables concluded and invoiced by War Assets Corporation on or before that date (see para. 11).

<sup>2</sup> TIAS 1531, *post*, p. 417.

<sup>3</sup> TIAS 1981, *post*, p. 459.

<sup>4</sup> 2 UST 2272; TIAS 2352.

<sup>5</sup> EAS 444, *ante*, p. 377

3. It is agreed that for the sum of \$12,000,000.00 (U.S.) the United States Government will transfer to the Canadian Government the following defence installations, projects and/or supplies and equipment connected therewith owned by the United States Government and located in Canada, the original cost price of which was approximately \$59,000,000.00 (U.S.). In each case the details are listed in appendices to this note, giving approximate original costs, as follows:

- (a) Immovable Property.  
Original cost – \$27,882,825.00 – Appendix I.
- (b) Movable Property in Northwestern Canada.  
Original cost – \$16,481,811.00 – Appendix II.
- (c) Movable Property in Northeastern Canada.  
Original cost – \$197,841.00 – Appendix III.
- (d) Movable Property Heretofore Reported to Crown Assets Allocation Committee but not Sold.  
Original cost – \$9,994,650.00 – Appendix IV.
- (e) United States Navy Property Lend-leased to the United Kingdom, Declared Surplus and left in Canada.  
Original cost – \$4,349,717.00 – Appendix V.

4. It is understood that United States forces now stationed in Canada will continue to use without cost, until their withdrawal from Canada, such immovable and movable property as they may require but which may be transferred to the Canadian Government under this agreement. Ordinary depreciation, damage, wear, tear and loss in connection with any such property will not be a charge against the United States Government.

5. The Government of the United States will retain the right to recapture certain property necessary for the use of its armed forces in an amount not to exceed 15% of the original cost value of the material listed in Appendix II, page 1, and items 10, 11, 12, 13, 14, 15, 17, 18, 19, 20 and 21 of Appendix II, page 2, totalling approximately \$12,000,000.00. The United States Government will designate in writing to the Canadian Government prior to May 15th, 1946, such articles as it desires to withdraw and appropriate adjustments of the financial settlement covered in paragraph 3 will be arranged.

6. Any United States Government owned property located in Canada which is not transferred to the Canadian Government under this agreement, may be withdrawn from Canada by the United States Government or sold in Canada for United States account, either by negotiation between the two Governments or by War Assets Corporation as has been the procedure heretofore.

7. Lend Lease aircraft, aircraft parts and accessories returned to United States account from the United Kingdom and located in Canada will be disposed of in the following manner:

- (a) The United States Government will indicate in writing to the Canadian Government prior to 30 May, 1946, that property it desires to recapture.

The Canadian Government agrees to assist to the best of its ability the United States Government in the preparation for movement and the movement of such property.

(b) Combat type aircraft, aircraft parts and accessories, left by the United States Government in Canada, will be transferred to Canadian account for salvage without further reimbursement to the United States Government.<sup>6</sup>

(c) Non-combat type aircraft, aircraft parts and accessories left by the United States Government in Canada will be transferred to the account of the Canadian Government without reimbursement to the United States Government except that when flyable non-combat type aircraft and Anson aircraft containing Lend Lease components are disposed of for use as flyable aircraft, appropriate reimbursement in respect of the Lend Lease content of such complete aircraft will be made to the United States Government by the Canadian Government. The Canadian Government further agrees that flyable non-combat type aircraft other than Ansons will not be disposed of as flyable aircraft outside of Canada without consultation between appropriate agencies of the two Governments. The United States Government agrees that in the case of proposed sales of this type it will not unreasonably withhold its agreement.

(d) It is further agreed that any similar property which may become available in Canada following May 30th, 1946, shall be dealt with in a like manner, provided that the United States Government shall give thirty days' notice from the date of such property becoming available in Canada of its intention to return such property to the United States.

8. The Canadian Government will designate an agency to coordinate the acceptance of custody of property transferred under this agreement by the United States Government to the Canadian Government. It is understood that the United States Government will not abandon property transferred to the Canadian Government under this agreement until after having provided a reasonable opportunity for the Canadian Government to arrange for custody.

9. It is understood that this agreement does not affect existing agreements between the two countries relating to the transfer of responsibility from the United States to Canada for defence projects.

10. At the request of the Canadian Government, and in order to provide equipment necessary for the training programmes of the Canadian armed forces, the United States Government will endeavour to make available surplus military type equipment, up to April 1st, 1947, in such quantities and at such prices as may be negotiated between the two Governments up to a maximum cost of \$7,000,000.00 (U.S.). The Canadian Government will

<sup>6</sup> For text of proviso added to para. 7(b) by agreement of July 11 and 15, 1946 (TIAS 1531), see *post*, p. 417.



make a payment on account into a suspense account of the United States Government of \$7,000,000.00 (U.S.) to apply against such purchases. If the United States Government is unable to provide under this agreement the amount of equipment that the Canadian Government desires to purchase and therefore the payment on account should exceed the amount finally determined to be payable, the excess remaining in the suspense account will be returned to the Canadian Government.<sup>7</sup>

11. The effective date of this agreement shall be March 31st, 1946, except that with regard to sales of movables concluded and invoiced by War Assets Corporation on or before that date, the Canadian Government will make payment to the United States Government in accordance with existing agreements. During the period in which the negotiations have been in progress, and pending the coming into force of the agreement, the United States Government has undertaken and undertakes not to remove from Canada any of the property covered by the agreement.

12. If the foregoing is acceptable to the Government of the United States, this note and your reply thereto shall be regarded as placing on record the understanding arrived at between our Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

His Excellency,  
The Honourable RAY ATHERTON,  
*United States Ambassador to Canada,  
United States Embassy,  
Ottawa.*

#### APPENDIX I

#### IMMOVABLE PROPERTY

<i>Description</i>	<i>Estimated Cost (In U.S. Dollars)</i>
Edmonton Station, Hospital (includes Post of Edmonton)	\$1,720,042.00
Edmonton Railhead	2,031,504.00
U.S. Army Recreation Center	86,000.00
U.S. Signal Corps Camp	204,359.00
Weather Stations (Alaska Highway and North Atlantic)	919,962.00
Alaska Highway Relay Stations	9,409,814.00
Haine's Road Relay Stations	1,039,883.00
Railhead & Appurtenances, McCrae, Y. T.	2,787,587.00
Headquarters (NWSC Whitehorse) Facilities & Appurtenances	4,976,833.00
Standard Oil Housing Area & Office Building	4,706,841.00
Total—	\$27,882,825.00

<sup>7</sup> For an extension and an amendment of para. 10, see agreement of Jan. 24 and Mar. 2, 1948 (TIAS 1981), *post*, p. 459.

## APPENDIX II

## MOVABLE PROPERTY IN NORTHWESTERN CANADA

(Northwest District, Sixth Service Command)

<i>Item</i>	<i>Location</i>	<i>Estimated Cost</i> (in U.S. Dollars)
1	Equipment on Highway	\$2,089,395.00
2	Movable P. C. & S. Property at Highway Camps	152,000.00
3	General Stores at Highway Camps	57,000.00
4	Shop: Nelson	
	Tools & Equipmt.	70,000.00
	Ordnance Vehicles	65,000.00
	Eng. Equipmt.	32,000.00
	Spare Parts	150,000.00
5	Shop: Whitehorse	
	Tools & Equipmt.	150,000.00
	Spare Parts	300,000.00
6	Equip. Whitehorse	608,750.00
7	Equip. Whitehorse	600,000.00
8	Q. M. Whitehorse Property	970,000.00
	Subsistence	66,811.00
9	Eng. Property	125,000.00
10	“ “ Working Stock	75,000.00
11	Q. M. Whitehorse (Est.)	1,046,050.00
12	Eng. Property	
	Fort Nelson	12,000.00
	Fort St. John	10,000.00
	Dowell Area W. H.	450,000.00
	S. O. Area W. H.	275,000.00
	Highway	30,000.00
13	Medical Whitehorse Hospital	125,000.00
14	Laundry Equip. Whitehorse	100,000.00
15	Petroleum Products	1,250,000.00
16	Fort St. John Equip. for Sale Pool	24,860.00
17	Fort St. John Ord. Shop & P. C. S.	179,072.00
18	Edmonton Equipment	94,692.00
19	Edmonton for Sale Pool Equip.	52,870.00
20	Edmonton Medical Hospital	125,000.00
21	Edmonton Laundry Equip.	100,000.00
22	843 Signals/Bds. Etc.	135,000.00
23	Edmonton Q. M. Prop.	273,456.00
24	Edmonton Eng. Supplies	1,050.00
25	Eng. Equip. Whitehorse	420,600.00
26	Transportation Corp. Equip.	172,000.00
27	Special Service Items	20,000.00
Total—		\$10,407,606.00

## ALASKA WING AIR TRANSPORT COMMAND

<i>Item</i>	<i>Location</i>	<i>Estimated Cost (in U.S. Dollars)</i>
1. Air Inst. Division	Ft. Nelson	\$132,684.00
2. " " "	Whitehorse	394,059.00
3. " " "	Watson Lake	31,000.00
4. " " "	Edmonton	133,634.00
5. " " "	Gr. Prairie	4,289.00
6. " " "	Namoo	8,941.00
7. " " "	Ft. St. John	4,333.00
8. 1432 AAFBU Q.M.	Watson Lake	4,969.00
9. " " "	Whitehorse	18,527.00
10. " " " Ord Veh	St. John	41,050.00
11. " " " " "	Dawson Cr.	12,200.00
12. " " " " "	Edmonton	314,319.00
13. " " " Spare Parts	Edmonton	159,000.00
14. " " " Q.M.	Edmonton	649,443.00
15. " " " Q.M.	Dawson Cr.	2,000.00
16. " " " Air supply Can.		2,941,000.00
17. " " " Sig General		328,000.00
18. " " " English Supplies	Edmonton	60,000.00
19. " " " Equip.	Edmonton	65,000.00
20. " " " Medical	Edmonton	10,000.00
21. " " " Chem Warfare	Edmonton	6,000.00
22. AAF Prop.	Edmonton	32,346.00
23. " " "	Ft. Nelson	3,600.00
24. " " "	Whitehorse	65,995.00
25. AHF Equip Edmonton	(To R.C.A.F.)	50,150.00
26. " " " & Gas	St. John "	61,577.00
27. " " " " "	Gr. Prairie (to RCAF)	60,868.00
28. " " " " "	Watson	68,708.00
29. " " " " "	Whitehorse	50,150.00
30. " " " " "	Ft. Nelson	50,150.00
31. Weather Equip.	Smith River	3,800.00
32. " " "	Log Cabin	2,330.00
33. " " "	Canyon Creek	2,775.00
34. " " "	W. H. Radio Sonde	1,800.00
35. " " "	Edmonton	1,700.00
36. " " "	Pr. Geo.	1,330.00
37. " " "	Wagner	1,370.00
38. " " "	Others	300.00
39. " " "	MacKenzie Valley	30,708.00
40. 1432 AAFBU. Petroleum		64,100.00
41. Special Service Items		200,000.00
Total-		<u>\$6,074,285.00</u>

## APPENDIX III

## MOVABLE PROPERTY IN NORTHEASTERN CANADA

*Indian House Lake Weather Station*

	<i>Estimated cost (In U.S. Dollars)</i>	
Weather Equipment	\$2,600.00	
Radio Equipment	7,110.00	
General Supplies	14,600.00	
Total	\$24,310.00	\$24,310.00

*Lake Harbour Weather Station*

Weather Equipment	\$2,600.00	
Radio Equipment	12,054.00	
General Supplies	14,600.00	
Total	\$29,254.00	\$29,254.00

*Crystal 3, Padloping Island*

Weather Equipment	\$16,500.00	
Radio Equipment	42,292.00	
General Supplies	14,600.00	
Total	\$73,392.00	\$73,292.00

*Megatina Weather Station (Lake Mary)*

Weather Station	\$2,600.00	
Radio Equipment	18,842.00	
General Supplies		
Total	\$21,442.00	\$21,442.00

*Clyde River Weather Station*

Weather Equipment	\$16,500.00	
Radio Equipment	18,343.00	
General Supplies	14,600.00	
Total	\$49,443.00	\$49,443.00
Grand Total.....		\$197,841.00

## APPENDIX IV

MOVABLE PROPERTY  
HERETOFORE REPORTED TO CROWN ASSETS  
ALLOCATION COMMITTEE BUT NOT SOLD

<i>Standard Commodity Classification:</i>	<i>Estimated Cost in U.S. Dollars</i>
01 Live animals	\$3,693.96
02 Crude Animal Products, edible	159.69
03 Crude Animal Products, inedible	3.92
04 Crude vegetable products, edible	9.54
05 Crude vegetable products, inedible	48.90
07 Coal, crude petroleum, related crude hydrocarbons	103,352.89
09 Crude nonmetallic minerals (Except coal & petroleum)	5,230.90
11 Leather	277.94
12 Boot and shoe cut stock and shoe findings	797.27
13 Wood basic materials, except pulpwood	332,241.73
14 Pulp, paper and paperboard	40,955.36
15 Textile basic manufacturers	30,593.04
16 Food and beverage basic materials	769.83
17 Oils, fats, waxes, etc.	119.53
18 Petroleum and coal products, except raw material for chemical industries	102,969.94
19 Chemicals	118,220.91
21 Iron, and iron and steel scrap	463,749.25
22 Steel	64,873.12
24 Nonferrous metals	88,939.06
25 Fabricated metal basic products	108,808.20
26 Nonmetallic mineral basic products—structural	84,782.74
27 Nonmetallic mineral basic products—nonstructural	29,903.21
29 Miscellaneous basic materials	7,554.60
31 General purpose industrial machinery & equipment	246,160.39
32 Electric machinery and apparatus	150,420.01
33 Special industry machinery	136,430.17
34 Metal working machinery	69,055.03
35 Agricultural machinery and implements, except tractors	538.75
36 Construction, mining, excavating & related machinery	51,374.32
38 Office machines	10,590.73
39 Miscellaneous machinery	83,683.07
41 Communication equipment and electronic devices	68,180.08
42 Aircraft	328,537.49
43 Ships, small watercraft & marine propulsion Mach.	3,218,836.14
44 Railroad transportation equipment	917.00
45 Motor vehicles	312,436.33
49 Miscellaneous transportation equipment	88.40
51 Plumbing and heating equipment	123,973.11
52 Air-conditioning and refrigeration equipment	6,027.10
53 Lighting fixtures	15,269.44
54 Furniture and fixtures	239,228.04
55 Photographic goods	2,671.09
56 Optical instruments and apparatus	2,117.86
57 Indicating, recording and controlling instruments and accessories, except watches and clocks	3,895.24
58 Professional and scientific instruments and apparatus except as in Classification 57	7,322.21
59 Miscellaneous equipment	139,322.21
61 Food, manufactured	116,475.02
65 Drugs and medicines	1,097.33
66 Toiletries, cosmetics, soap, and household chemical preparations	29,115.05
67 Apparel, except footwear	17,931.34
68 Footwear	18,189.41
69 Fabricated textile products, except apparel	34,975.03
71 End products of leather, except apparel, footwear and luggage	20.23

## APPENDIX IV—CONTINUED

<i>Standard Commodity Classification:</i>	<i>Estimated Cost in U.S. Dollars</i>
72 Converted paper products and pulp goods	\$45,584.70
73 Products of printing and publishing industries	6,265.24
74 Rubber end products, except footwear and clothing	18,306.11
75 End products of metal industries, except machinery and equipment	122,641.24
76 Finished wood products, except furniture and millwork	110,213.90
77 End products of glass, clay and stone	3,820.66
79 Miscellaneous end products of manufacturing industries	82,675.12
81 Small arms and components	637,389.87
82 Artillery, naval guns, mortars and components	474,519.11
84 Ammunition	66.86
88 Fire control equipment	7,812.66
89 Miscellaneous ordnance & ordnance material	1,462,422.21
Total—	<u>\$9,994,650.83</u>

## APPENDIX V

UNITED STATES NAVY PROPERTY  
LEND-LEASED TO THE UNITED KINGDOM,  
DECLARED SURPLUS AND LEFT IN CANADA

	<i>Estimated Cost (In U.S. Dollars)</i>
Armament	\$2,441,900.00
A.N.D. Gear	65,657.68
Radio Equipment and W. T.	186,145.00
Engineering Equipment	243,093.42
Compass Equipment	1,500,438.00
2" U.P. Lockers	1,835,130.00
Ammunition	246,534.00
Electrical Gear	1,049,655.89
Total of all returned Lend-Lease Navy Stores in Canada	<u>\$7,568,553.99</u>
Total of returned Lend-Lease Navy Stores which have been reported to CAAC	<u>3,218,836.14</u>
Balance—	<u>\$4,349,717.85</u>

*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, March 30, 1946*

No. 470

SIR:

I have the honor to refer to your note No. 44 of March 30, 1946, referring to discussions which have recently taken place between representatives of our two Governments on the subject of war surpluses and related matters and setting forth therein certain proposals which they have reached and which, you state, are acceptable to the Canadian Government.

At the direction of my Government, I have the honor to state that the proposals submitted in your note under reference are acceptable to the Government of the United States and it concurs in the proposal that your note and this reply shall be regarded as placing on record the understanding arrived at between the two Governments on these matters.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable

THE SECRETARY OF STATE

FOR EXTERNAL AFFAIRS,

*Ottawa.*



## POSTWAR DISPOSITION OF DEFENSE INSTALLATIONS AND FACILITIES

*Exchange of notes at Ottawa July 11 and 15, 1946, supplementing  
agreement of March 30, 1946*

*Entered into force July 15, 1946*

*Complete settlement effected by agreement of June 17 and 18, 1949<sup>1</sup>*

60 Stat. 1741; Treaties and Other  
International Acts Series 1531

*The Secretary of State for External Affairs to the American Chargé  
d'Affaires ad interim*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 94

OTTAWA, July 11, 1946

SIR:

I have the honour to refer to my note No. 44 of March 30th<sup>2</sup> and your reply of the same date placing on record the understanding arrived at between our two Governments on the subject of war surpluses and related matters.

2. As the result of subsequent discussions between officials of our two Governments, I have the honour to propose that this understanding be clarified by the addition of a proviso to paragraph 7(b) of my note under reference so that it will read as follows:

(b) (i) Combat type aircraft left by the United States Government in Canada will be transferred to Canadian account for salvage without further reimbursement to the United States Government, subject to the proviso that should the Canadian Government wish to purchase any combat type aircraft for their own use then these may be so purchased by the Canadian Government, provided that appropriate reimbursement will be made to the United States Government by the Canadian Government and further provided that when such combat type aircraft are transferred to the Canadian Government, an additional payment of 5% of the sale price of the aircraft will be paid to provide reimbursement for any combat type spare parts and

<sup>1</sup> 2 UST 2272; TIAS 2352.

<sup>2</sup> TIAS 1531, *ante*, p. 407.

accessories which may be used by the Canadian Government, in accordance with para. (ii) below.

(ii) All other combat type parts and accessories will be salvaged or may be transferred to the Canadian Government for their own use without reimbursement to the U.S. Government except as provided in Para. 1 above.

3. If the foregoing is acceptable to the Government of the United States, this note and your reply thereto shall be regarded as revising the understanding contained in the exchange of notes of March 30th.

Accept, Sir, the renewed assurances of my highest consideration.

N. A. ROBERTSON  
for  
*Secretary of State  
for External Affairs*

THE CHARGÉ D'AFFAIRES,  
*The Embassy of the United States of America,  
Ottawa.*

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*The American Chargé d'Affaires ad interim to the Secretary  
of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, July 15, 1946*

No. 535

SIR:

I have the honor to acknowledge the receipt of your note, No. 94 of July 11, 1946, concerning war surpluses and related matters, and to confirm that the additional proviso to paragraph 7(b) of your note No. 44 of March 30, outlined therein, is acceptable to my Government.

It is also agreeable to my Government that your note and this reply shall be regarded as revising the understanding contained in the exchange of notes of March 30, 1946.

Accept, Sir, the renewed assurances of my highest consideration.

LEWIS CLARK  
*Chargé d'Affaires ad interim*

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

## PATENT RIGHTS: RDX AND OTHER EXPLOSIVES

*Exchange of notes at Washington September 3 and 27, 1946, with text  
of agreement and schedules*

*Entered into force September 27, 1946*

61 Stat. 2949; Treaties and Other  
International Acts Series 1628

*The Acting Secretary of State to the Canadian Chargé d'Affaires  
ad interim*

SEPTEMBER 3, 1946

SIR:

I refer to recent communications and discussions, with particular reference to two letters, one dated August 3, 1945, from Dr. Vannevar Bush, Director of the Office of Scientific Research and Development, United States of America, to Dr. C. J. Mackenzie, President of The Honorary Advisory Council for Scientific and Industrial Research of Canada, the other, dated August 22, 1945, from Dr. Mackenzie to Dr. Bush, relating to the conclusion of an agreement between our two governments for the mutual interchange of patent rights in connection with RDX and other explosives. I now inform you that the Government of the United States is prepared to give effect to an agreement upon this subject in the following terms:

"WHEREAS, the Government of the United States of America through the Director of the Office of Scientific Research and Development, Office for Emergency Management, Executive Office of the President, and the Government of Canada, through the President of The Honorary Advisory Council for Scientific and Industrial Research of Canada, have undertaken the joint development of Explosive Compounds useful in the Allied War Effort; and

"WHEREAS, the inventions identified in the attached Schedule A were made under the auspices of the Office of Scientific Research and Development and the Government of the United States of America has the right to grant certain licenses thereunder; and

"WHEREAS, the inventions identified in the attached schedule B were made under the auspices of The Honorary Advisory Council for Scientific and

Industrial Research of Canada and the Government of Canada has the right to grant certain licenses thereunder; and

"WHEREAS, the Governments of the respective countries desire to exchange rights thereunder;

"NOW, THEREFORE, each Government grants to the other a non-exclusive, royalty-free license to have the inventions identified in the Schedules A and B attached hereto used or manufactured by or for the Governments of the respective countries, said license to extend throughout the world.

"It is further agreed that the Schedules A and B attached hereto may be supplemented from time to time as further inventions are made and agreed upon by the contracting parties to be a part of the joint development undertaken by the respective Governments."

If an agreement in accordance with the foregoing terms is acceptable to the Government of Canada, the agreement shall be considered by the Government of the United States to have been concluded and to be in effect as of the date of a corresponding note from you indicating that the Government of Canada is prepared to accept the agreement.

Accept, Sir, the renewed assurances of my high consideration.

WILLIAM L. CLAYTON  
*Acting Secretary of State*

Attachments:

Schedules A and B.

Mr. THOMAS A. STONE,  
*Chargé d'Affaires ad interim of Canada.*

SCHEDULE A OF LICENSE INTERCHANGE AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND CANADA

United States Ser. No.	Filing Date	Canadian Ser. No.	Filing Date	Inventors
495, 078	16 July 1943	515, 797	27 June 1944	Bachmann
495, 079	16 July 1943	515, 798	27 June 1944	Bachmann
495, 080	16 July 1943	515, 799	27 June 1944	Bachmann
495, 081	16 July 1943	516, 189	12 July 1944	Johnson, Blomquist & McCrone
495, 083	16 July 1943	515, 897	3 July 1944	Hull
495, 084	16 July 1943	515, 898	3 July 1944	Guenther & Burton
495, 085	16 July 1943	516, 344	15 July 1944	Kistiakowsky, MacDougal & Long
495, 086	16 July 1943	516, 345	15 July 1944	Kistiakowsky, MacDougal, Weltman & Eyster
571, 322	4 Jan. 1945	517, 080	4 Aug. 1944	Bachmann, Jenner & Scott
570, 804	30 Dec. 1944	525, 790	20 April 1945	Blomquist & Fiedorek
570, 807	30 Dec. 1944	525, 793	20 April 1945	Blomquist, Fiedorek & Ryan
570, 805	30 Dec. 1944	525, 791	20 April 1945	Blomquist & Fiedorek
570, 806	30 Dec. 1944	525, 792	20 April 1945	Blomquist & Fiedorek
570, 809	30 Dec. 1944	525, 797	20 April 1945	Turk
570, 810	30 Dec. 1944	525, 795	20 April 1945	Fischer
570, 808	30 Dec. 1944	525, 796	20 April 1945	Kincaid & McGill
570, 811	30 Dec. 1944	525, 794	20 April 1945	Cason

SCHEDULE B OF LICENSE INTERCHANGE AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND CANADA

Canadian Ser. No.	Filing Date	United States Ser. No.	Filing Date	Inventors
492, 689	19 May 1942	444, 254	23 May 1942	Schiessler & Ross
516, 455	19 July 1944	495, 082	16 July 1943	Wright, Richmond & Downing
521, 950	2 Jan. 1945	570, 812	30 Dec. 1944	Wright & Winkler
516, 454	19 July 1944	560, 704	27 Oct. 1944	Wright & Chute
521, 949	2 Jan. 1945	570, 813	30 Dec. 1944	Wright & Chute
521, 948	2 Jan. 1945	570, 814	30 Dec. 1944	Wright & Chute
		560, 353	25 Oct. 1944	Wright et al

*The Canadian Ambassador to the Acting Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.

September 27, 1946

No. 345

SIR,

I have the honour to refer to your note of September 3, 1946, proposing an Agreement which the Government of the United States of America is prepared to make with the Government of Canada for the mutual interchange of patent rights in connection with RDX and other explosives.

Under instructions from my Government I have the honour to inform you in reply that the Canadian Government undertakes to give effect to the Agreement set forth in your note and understands that the Agreement will come into force as of the date of this note, namely, September 27th, 1946.

Accept, Sir, the renewed assurance of my highest consideration.

L. B. PEARSON

The Honourable WILLIAM L. CLAYTON,  
*Acting Secretary of State*  
*for the United States of America,*  
*Washington, D.C.*

# WAIVER OF CLAIMS RESULTING FROM COLLISIONS BETWEEN VESSELS OF WAR

*Exchange of notes at Washington September 28 and November 13  
and 15, 1946, with text of agreement  
Entered into force November 15, 1946*

61 Stat. 2520; Treaties and Other  
International Acts Series 1582

*The Canadian Ambassador to the Acting Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.  
*September 28, 1946*

No. 348

SIR,

With reference to the exchange of notes of May 25 and 26, 1943,<sup>1</sup> between the Governments of Canada and of the United States of America recording an agreement for the waiver of claims from collisions between vessels of war, I have the honour to inform you that the Government of Canada is prepared to give effect to an agreement in the following terms:

## ARTICLE I

In this Agreement the expression "Government vessel" means a vessel (including a vessel of war), flying-boat or drydock owned by or under bareboat charter to, requisitioned by, demised to, or otherwise operated by, either Government, its servant, agent or instrumentality on bareboat terms or chartered to or otherwise operated by or for such Government on terms which authorize such Government to make this Agreement effective with respect to such vessel, flying-boat or drydock; it includes a vessel operated under the supervision of the War Shipping Administration<sup>2</sup> or Park Steamship Company Limited, but does not include (a) a vessel, flying-boat or dry-

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<sup>1</sup> EAS 330, *ante*, p. 322.

<sup>2</sup> See also U.S. note, p. 424.

dock on bareboat charter or otherwise on demise by either Government to a Government other than a contracting Government, or to any person, firm or corporation otherwise than as the servant, agent or instrumentality of either contracting Government; or (b) a vessel owned by Canadian National (West Indies) Steamships Limited, Canadian National Steamship Company Limited or associated or subsidiary companies.

#### ARTICLE 2

The Government of Canada and the Government of the United States of America agree that each shall waive all those legal maritime claims by either Government against the other Government or any servant, agent or instrumentality of the other Government or any Government vessel in respect of collision, salvage, general average, negligent navigation or negligent management of the said Government vessel or in respect of the loss or salvage of, damage to, or general average in connection with, cargoes carried in the said Government vessel; subject however to the provisions of Articles 3 and 4.

#### ARTICLE 3

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 purpose of this Agreement.

#### ARTICLE 4

1. In order to carry out the full intention of this Agreement each Government will so arrange in connection with bareboat charters or demises to it or requisitions by it that neither the owners, nor the persons, firms or corporations interested through such owners, shall have or assert any claims of the character specified herein.

2. Each Government represents that in no case in which a legal maritime claim arises under any insurance that has been or will be effected on or in respect of any Government vessel or cargo carried therein shall any rights that can be exercised against the other Government be subrogated to the insurers concerned insofar as the insurers' liability relates to a claim which is required to be waived by this Agreement.



## ARTICLE 5

Each Government shall facilitate the assertion by the other Government of sovereign immunity in relation to any Government vessel.

## ARTICLE 6

This Agreement terminates the agreement contained in the exchange of notes of May 25 and 26, 1943, and it shall apply to legal maritime claims arising since December 7, 1941, but remaining unsettled on the day this Agreement enters into force, as well as in respect of claims arising on or after such day and during the period in which the Agreement shall remain in force.

## ARTICLE 7

This Agreement shall remain in force until the expiration of six months from the day on which either Government shall have given notice in writing to the other Government of an intention to terminate the Agreement.

I have the honour to inform you that if an Agreement in accordance with the above terms is acceptable to the Government of the United States of America, it shall be considered by the Government of Canada to have been concluded and to be in effect as of the date of a corresponding note from you indicating that the Government of the United States of America is prepared to give effect to the Agreement.

Accept, Sir, the renewed assurance of my highest consideration.

L. B. PEARSON

The Honourable WILLIAM L. CLAYTON,  
*Acting Secretary of State  
for the United States,  
Washington, D.C.*

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*The Acting Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

*Nov 13 1946*

SIR:

Reference is made to the Ambassador's note No. 348 of September 28, 1946 containing the text of a proposed agreement between the Governments of Canada and of the United States of America for the waiver of certain claims involving vessels of the two Governments.

The terms of the proposed agreement are acceptable to this Government, but after the words "War Shipping Administration" in Article I of the text of the agreement there should be added the words "and United States

Maritime Commission". If this addition is satisfactory, the agreement will be regarded as effective from the date of your note so advising.

Accept, Sir, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency  
HUMPHREY HUME WRONG,  
*Ambassador of Canada.*

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*The Canadian Ambassador to the Acting Secretary of State*

No. 428

NOVEMBER 15, 1946

SIR,

I have the honour to refer to your note of November 13, 1946, regarding the proposed agreement between the Governments of Canada and the United States of America for the waiver of certain claims involving vessels of the two governments and to Mr. Pearson's note No. 348 of September 28, 1946, containing the text of said proposed agreement.

I also note that your government wishes an addition to be made to the text of Article I of the said proposed agreement, namely, that after the words, "War Shipping Administration", there should be added the words "and United States Maritime Commission".

This addition to the text of Article I is acceptable to the Canadian Government. It is understood, therefore, that the agreement is in force from the date of this note.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG

DEAN ACHESON, Esq.,  
*Acting Secretary of State,*  
*Washington, D.C.*

## NAVAL FORCES ON GREAT LAKES: INTERPRETATION OF RUSH-BAGOT AGREEMENT

*Exchange of notes at Washington November 18 and December 6, 1946  
Entered into force December 6, 1946*

61 Stat. 4082; Treaties and Other  
International Acts Series 1836

*The Canadian Ambassador to the Acting Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

No. 421

NOVEMBER 18, 1946

SIR,

You will recall that the Rush-Bagot Agreement of 1817<sup>1</sup> has been the subject of discussion between our Governments on several occasions in recent years and that notes were exchanged in 1939,<sup>2</sup> 1940<sup>3</sup> and 1942<sup>4</sup> relating to the application and interpretation of this Agreement. It has been recognized by both our Governments that the detailed provisions of the Rush-Bagot Agreement are not applicable to present-day conditions, but that as a symbol of friendly relations extending over a period of nearly one hundred and thirty years the Agreement possesses great historic importance. It is thus the spirit of the Agreement rather than its detailed provisions which serves to guide our Governments in matters relating to naval forces on the Great Lakes.

Discussions have taken place in the Permanent Joint Board on Defence with regard to the stationing on the Great Lakes of naval vessels for the purpose of training naval reserve personnel. The naval authorities of both our Governments regard such a course as valuable from the point of view of naval training and the Board has recorded its opinion that such action would be consistent with the spirit of existing agreements. The Canadian Government concurs in this opinion.

In order that the views of our two Governments may be placed on record, I have the honour to propose that the stationing of naval vessels on the Great

<sup>1</sup> TS 110½, *post*, UNITED KINGDOM.

<sup>2</sup> TIAS 1836, *ante*, p. 149.

<sup>3</sup> TIAS 1836, *ante*, p. 196.

<sup>4</sup> TIAS 1836, *ante*, p. 255.

Lakes for training purposes by either the Canadian Government or the United States Government shall be regarded as consistent with the spirit of the Rush-Bagot Agreement provided that full information about the number, disposition, functions and armament of such vessels shall be communicated by each Government to the other in advance of the assignment of vessels to service on the Great Lakes. If your Government concurs in this view, this note and your reply thereto shall be regarded as constituting a further interpretation of the Rush-Bagot Agreement accepted by our two Governments.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG

The Honourable DEAN ACHESON,  
*Acting Secretary of State,*  
*Washington, D.C.*

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*The Acting Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON, D.C.

*Dec 6 1946*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 421 of November 18, 1946, in which you advised me that your Government has proposed a further interpretation of the detailed provisions of the Rush-Bagot Agreement. My Government is in complete accord with yours as to the historic importance of this Agreement as a symbol of the friendship between our two countries and agrees that it is the spirit of this Agreement which guides our Governments in matters relating to naval forces on the Great Lakes.

I am now pleased to inform you that my Government concurs with your proposal, namely, that the stationing of naval vessels on the Great Lakes for training purposes by either the Canadian Government or the United States Government shall be regarded as consistent with the spirit of the Rush-Bagot Agreement provided that full information about the number, disposition, functions and armament of such vessels shall be communicated by each Government to the other in advance of the assignment of vessels to service on the Great Lakes.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency  
H. H. WRONG,  
*Canadian Ambassador.*

## DISPOSAL OF SURPLUS PROPERTY

*Exchange of notes at Ottawa January 9, 1947*  
*Entered into force January 9, 1947*

61 Stat. 2738; Treaties and Other  
International Acts Series 1603

*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 3

OTTAWA, January 9, 1947

### EXCELLENCY:

I have the honour to refer to conversations held in 1944 between Mr. Clayton, then United States Surplus War Property Administrator, and Mr. Carswell, then President of War Assets Corporation of Canada, relating to the disposal of surplus property owned by either of the two governments.

2. It is my understanding that it has been agreed that the following arrangements should govern the sale of surplus property owned by the United States or Canada:

1. Save as hereinafter provided, the surplus disposal agencies of either country (United States and Canada) will not:—

(a) knowingly sell or offer for sale any such surplus property intended for use and/or re-sale within the territory of the other country;

(b) cause residents of the other country to be circularized or solicited concerning the sale of any such surplus property.

2. It is further agreed that in the case of the United States the appropriate disposal agency and in the case of Canada, War Assets Corporation, will, notwithstanding the foregoing, issue, on request, a certificate permitting to be done any of the matters which are set out in Para. 1 above, provided that such a certificate is given only for a purpose which is considered by the United States disposal agency or War Assets Corporation, whichever is concerned, as unlikely adversely to affect their disposal operations.

3. It is understood that any such certificate issued by War Assets Corporation will apply only to operations of that Corporation and is not

to be construed in any way as a permit from any other Department of the Government of Canada should such a permit be otherwise required.

3. I shall be glad to have you inform me whether it is the understanding of your Government that the terms of the arrangements agreed to in the conversations are as above set forth. If so, it is suggested that this note and your reply shall be regarded as placing on record the agreement of our two Governments in this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

L. B. PEARSON  
for  
*Secretary of State  
for External Affairs*

His Excellency,  
THE UNITED STATES AMBASSADOR,  
*United States Embassy,  
Ottawa.*

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*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, January 9, 1947*

No. 633

SIR:

I have the honor to acknowledge the receipt of your note No. 3 of January 9, 1947 referring to conversations held in 1944 between Mr. Clayton, then United States Surplus War Property Administrator, and Mr. Carswell, then President of War Assets Corporation of Canada, relating to the disposal of surplus property owned by either of the two governments. You set forth therein your understanding of the arrangements agreed upon for the sale of surplus property owned by the United States and Canada.

It is the understanding of my Government that the terms of the arrangements agreed to in the conversations are as set forth in your note under reference, and my Government agrees to your suggestion that your note and this note in reply shall be regarded as placing on record the agreement of our two Governments in this matter.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

## PERMANENT JOINT BOARD ON DEFENSE: POSTWAR COOPERATION

*Announcement made at Washington and Ottawa February 12, 1947*

*Department of State Bulletin,  
February 23, 1947, p. 361*

Announcement was made in Ottawa and Washington on February 12 of the results of discussions which have taken place in the Permanent Joint Board on Defense on the extent to which the wartime cooperation between the armed forces of the United States and Canada should be maintained in this post-war period. In the interest of efficiency and economy, each Government has decided that its national defense establishment shall, to the extent authorized by law, continue to collaborate for peacetime joint security purposes. The collaboration will necessarily be limited and will be based on the following principles:

1. Interchange of selected individuals so as to increase the familiarity of each country's defense establishment with that of the other country.
2. General cooperation and exchange of observers in connection with exercises and with the development and tests of material of common interest.
3. Encouragement of common designs and standards in arms, equipment, organization, methods of training, and new developments. As certain United Kingdom standards have long been in use in Canada, no radical change is contemplated or practicable and the application of this principle will be gradual.
4. Mutual and reciprocal availability of military, naval, and air facilities in each country; this principle to be applied as may be agreed in specific instances. Reciprocally each country will continue to provide with a minimum of formality for the transit through its territory and its territorial waters of military aircraft and public vessels of the other country.
5. As an underlying principle all cooperative arrangements will be without impairment of the control of either country over all activities in its territory.

While in this, as in many other matters of mutual concern, there is an identity of view and interest between the two countries, the decision of each has been taken independently in continuation of the practice developed



since the establishment of the Joint Defense Board in 1940.<sup>1</sup> No treaty, executive agreement, or contractual obligation has been entered into. Each country will determine the extent of its practical collaboration in respect of each and all of the foregoing principles. Either country may at any time discontinue collaboration on any or all of them. Neither country will take any action inconsistent with the Charter of the United Nations. The Charter remains the cornerstone of the foreign policy of each.

An important element in the decision of each Government to authorize continued collaboration was the conviction on the part of each that in this way their obligations under the Charter of the United Nations for the maintenance of international peace and security could be fulfilled more effectively. Both Governments believe that this decision is a contribution to the stability of the world and to the establishment through the United Nations of an effective system of world-wide security. With this in mind each Government has sent a copy of this statement to the Secretary-General of the United Nations for circulation to all its members.

In August 1940, when the creation of the Board was jointly announced by the late President Roosevelt and Prime Minister King, it was stated that the Board "shall commence immediate studies relating to sea, land, and air problems including personnel and matériel. It will consider in the broad sense the defense of the north half of the Western Hemisphere". In discharging this continuing responsibility the Board's work led to the building up of a pattern of close defense cooperation. The principles announced on February 12 are in continuance of this cooperation. It has been the task of the Governments to assure that the close security relationship between Canada and the United States in North America will in no way impair but on the contrary will strengthen the cooperation of each country within the broader framework of the United Nations.

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<sup>1</sup> *Ante*, p. 189.

## CANOL PROJECT: DISPOSAL OF CRUDE OIL FACILITIES

*Exchanges of notes at Ottawa November 7 and December 30, 1946,  
and March 5 and 6, 1947*

*Entered into force December 30, 1946; effective March 1, 1947*

*Superseded by agreement of March 31, 1960*<sup>1</sup>

61 Stat. 3681; Treaties and Other  
International Acts Series 1697

*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada November 7, 1946*

No. 593

SIR:

I have the honor to refer to your note No. 83, dated August 31, 1945, and to my note No. 366, dated September 6, 1945,<sup>2</sup> in regard to the crude oil pipeline from Norman Wells, Northwest Territories, to Whitehorse, Yukon Territory, and the refinery at Whitehorse, which, together with equipment pertaining thereto, have been referred to as the crude oil facilities of the Canol Project. My reply of September 6 confirmed the understanding that the United States would at a later date submit to the Canadian Government plans for the disposition of these facilities.

In accordance with the understanding referred to, there are set forth in this note proposed plans for disposal which, it is hoped, will prove acceptable to your Government. These proposals have been drawn up to give effect to the underlying principle, that, as military considerations are no longer paramount, disposal should be accomplished in a manner designed to recover the fair monetary value of facilities.

It will be recalled that in the exchange of notes of June 27-29, 1942,<sup>3</sup> the two Governments agreed that if neither the Canadian Government nor any private company desired to purchase the crude oil pipeline and refinery, the disposition of both facilities should be referred to the Permanent Joint Board on Defense for consideration and recommendation. It was further agreed in the same exchange of notes that the two Governments would not themselves

<sup>1</sup> 11 UST 2486; TIAS 4631.

<sup>2</sup> TIAS 1696, *ante*, p. 401.

<sup>3</sup> EAS 386, *ante*, p. 276.

order or allow the dismantling of either the pipeline or the refinery unless and until approval for dismantlement should be recommended by the Permanent Joint Board on Defense.

In the foregoing connection I understand that it is the view of the competent military authorities of our two countries that the crude oil facilities of the Canol Project no longer have defense value. Accordingly, it seems apparent that the above referred to provisions relating to the Permanent Joint Board are now unnecessary and should be annulled in order that the disposal authorities may have maximum freedom of action. My Government hopes that the Canadian Government will concur in this view and will agree to the annulment of those provisions, thereby permitting dismantlement of the facilities if that course should be desired by the United States authorities or its successors in interest. In the event that the Canadian Government concurs in the foregoing, my Government further desires to propose the following plans to cover the disposition of the crude oil facilities of the Canol Project:

1. It is proposed to advertise the sale of the crude oil facilities in the press of both Canada and the United States. The following general principles will be observed in selling and disposing of the facilities.

A. (i) The United States Government may, if it so desires, transfer the crude oil facilities of the Canol Project, or any part thereof, to private ownership, subject to the laws of Canada and the territory or territories in which such facilities are situate. Such transfer shall be exempt from import duties and excise taxes

(ii) The land, rights of way, riparian rights and other easements, supplied by and owned by the Canadian Government and required for the satisfactory utilization of the facilities, may be leased or acquired by the purchaser or purchasers on equitable terms from the Canadian Government under the laws of Canada and the territory or territories concerned.

(iii) The land, rights of way, riparian rights and other easements, supplied by but not owned by the Canadian Government and required for the satisfactory utilization of the facilities, will be acquired by the Canadian Government and transferred to the purchaser or purchasers at his or their expense if such purchaser or purchasers are unable to lease or acquire such land, rights of way, riparian rights and easements on equitable terms from the owners.

(iv) Subject to the foregoing clauses (ii) and (iii) of this paragraph, the purchaser or purchasers shall enjoy the rights set forth in paragraph 3(b) of my note of June 7, 1944,<sup>4</sup> as interpreted by section 4 of the same note.

(v) The facilities, together with the land, rights of way, riparian rights and other easements leased or acquired by the new owner or owners shall be

<sup>4</sup> EAS 416, *ante*, p. 347.

held and, if operated, shall be operated under the laws of Canada and the territory or territories in which they are situate. No owner, however, would be obligated to operate the facilities.

B. If the United States Government does not dispose of any or all of the facilities under the terms of paragraph A above, the Government, its agents, or its successors in interest may remove from Canada such of the facilities as they may elect to remove for use in the United States or elsewhere. It is understood that if the United States, its agents, or its successors in interest do elect to remove any or all of the facilities, the Canadian Government will facilitate such operations by providing for continuance of the rights referred to under paragraph 4(b) and 4(d) of the American note of June 27, 1942. It is not intended to give either A or B above precedence or priority over the other since the governing factor will be the amount bid.

C. The Government of Canada may purchase from the United States through the appropriate governmental agencies such of the facilities not disposed of under A or B as that Government may desire to obtain for its own use or disposition.

D. Any of the facilities not disposed of under paragraphs A, B, and C above, after a period of two years from the date of this agreement, shall, at the option of the United States, either be removed from Canada by the United States authorities or shall be left *in situ* and regarded as of no value unless put to beneficial use. The principle is recognized that if any such property should thereafter be put to beneficial use the United States Government should receive fair compensation.

2. In view of certain provisions of the Surplus Property Act of 1944,<sup>5</sup> it is proposed that the provisions of this note and your reply agreeing thereto constitute an arrangement between our two Governments effective at a date mutually to be agreed upon, such date to be not less than thirty days from the date of your reply. It is further proposed that the arrangement shall be effective only if neither Government has, before the date referred to in the preceding sentence, expressed a desire for any change in the lettered paragraphs A through D above.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable

THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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<sup>5</sup> 58 Stat. 765.

*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 168

OTTAWA, *December 30th, 1946*

EXCELLENCY,

I have the honour to acknowledge the receipt of your note No. 593 of November 7 in which you make certain proposals with regard to the disposal of the Canol Project.

2. The proposals made in your note under reference have been examined by the appropriate authorities of the Canadian Government and it gives me pleasure to inform you that those proposals are accepted. It is therefore agreed that the provisions of your note and this reply constitute an agreement between our two Governments which shall be effective at a date mutually to be agreed upon, such date to be not before January 29th, 1947, thirty days from the date of this note. It is further agreed that the arrangement shall be effective only if neither Government has, before the effective date of this arrangement, expressed a desire for any change in the lettered paragraphs A through D of your note No. 593.

Accept, Excellency, the renewed assurances of my highest consideration.

R. M. MACDONNELL  
for  
*the Secretary of State for  
External Affairs*

His Excellency,

THE UNITED STATES AMBASSADOR,  
*United States Embassy,  
Ottawa.*

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*The Acting Under-Secretary of State for External Affairs  
to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

OTTAWA, *December 30th, 1946*

DEAR MR. ATHERTON,

May I refer to the exchange of notes dated November 7th and December 30th, 1946 which provides for the disposal of the Canol crude oil facilities, and particularly to section 1D of your note No. 593.

It is the understanding of the Canadian Government that neither section 1D nor any other provision of your note under reference imposes on Canada any responsibility for the custody of any of the Canol facilities at any time

in the future. Further, it is our understanding that the Canadian Government does not accept responsibility for the payment of fair compensation to the United States Government should, at any time after the two-year period, it be brought to our attention that any of the Canol facilities are being put to beneficial use by private interests.

I should be grateful if you would confirm that this is the interpretation which has been placed on this agreement by your Government.

Yours sincerely,

R. M. MACDONNELL  
*Acting Under-Secretary of State  
for External Affairs*

His Excellency  
the Hon. RAY ATHERTON,  
*United States Ambassador to Canada,  
United States Embassy,  
Ottawa.*

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*The American Ambassador to the Acting Under Secretary  
of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, Canada, December 30, 1946*

DEAR MR. MACDONNELL:

I have received your letter of December 30, 1946 referring to the exchange of notes dated November 7 and December 30, 1946 which provides for the disposal of the Canol crude oil facilities and particularly to section 1D of my note, and setting forth the interpretation which has been placed on this agreement by your Government.

I am pleased to inform you that my Government is in agreement with the interpretation of this agreement as set forth in your letter under reference.

Sincerely yours,

RAY ATHERTON

R. M. MACDONNELL, *Esquire,*  
*Acting Under Secretary of State  
for External Affairs,  
Department of External Affairs,  
Ottawa.*

*The American Ambassador to the Secretary of State for External Affairs*

AMERICAN EMBASSY

Ottawa, March 5, 1947

No. 656

SIR:

I have the honor to refer to your Note No. 168 of December 30, 1946, in which you informed me that the Canadian Government was agreeable to certain proposals which had been made by the United States Government with regard to the disposition of the crude oil facilities of the Canol project, which had been transmitted to you by my Note No. 593 of November 7, 1946. In the exchange of notes in question it was provided that the agreement thus arrived at should become effective at a date mutually to be agreed upon.

I have now been instructed to inform you that the United States Government suggests March 1, 1947 as the effective date of the agreement. If this date is agreeable to the Canadian Government, it is proposed that this note and your reply thereto in that sense shall fix March 1, 1947 as the effective date of the agreement between the Canadian and American Governments relative to the disposal of the Canol crude oil facilities.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable

THE SECRETARY OF STATE

FOR EXTERNAL AFFAIRS,

Ottawa.

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*The Secretary of State for External Affairs to the American Ambassador*DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 30

OTTAWA, March 6, 1947

EXCELLENCY:

I have the honour to refer to your Note No. 656 of March 5 and to inform you that the Canadian Government concurs in the suggestion of the United States Government that March 1, 1947, be designated as the effective date of the agreement between Canada and the United States set forth in the supplementary Exchange of Notes regarding the disposal of the crude oil facilities of the Canol project signed at Ottawa, November 7 and December 30, 1946.



It is agreed that your Note and this reply shall fix March 1, 1947, as the effective date of the agreement between the two Governments relative to the disposal of the Canol crude oil facilities.

Accept, Excellency, the renewed assurances of my highest consideration.

L. B. PEARSON

for

*Secretary of State  
for External Affairs*

His Excellency the Honourable RAY ATHERTON,  
*Ambassador of the United States of America,  
100 Wellington Street,  
Ottawa.*

## RECIPROCAL TRADE: FOX FURS AND SKINS

*Exchange of notes at Washington March 18, 1947*

*Entered into force March 18, 1947*

*Rendered inoperative from January 1, 1948, by agreement of October 30, 1947*<sup>1</sup>

61 Stat. 3054; Treaties and Other  
International Acts Series 1638

*The Acting Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
March 18, 1947

### EXCELLENCY:

I have the honor to refer to the supplementary trade agreement between the United States of America and Canada with respect to fox furs and skins signed December 13, 1940<sup>2</sup> and effective December 20, 1940, under which a quantitative restriction was imposed on imports of certain fox furs and skins into the United States and the rate of import duty was fixed at 35 percent *ad valorem*. That agreement was negotiated in the light of the emergency existing at that time with respect to marketing of silver or black fox furs and skins. Article VI thereof contains provisions looking toward the termination of the agreement in the event that the emergency conditions which had given rise to it should disappear.

Since in the opinion of the Government of the United States of America the emergency conditions referred to above no longer exist, it is considered desirable to terminate the agreement relating to fox-furs and skins in accordance with its terms. This note is, therefore, to record the understanding of our two Governments, reached during the recent conversations on the subject, that the agreement of December 13, 1940 relating to fox furs and skins shall be terminated in whole on May 1, 1947. Such termination will result in removing the quantitative limitations on imports into the United States of silver or black fox furs and skins and the parts thereof and articles made therefrom, and of certain silver or black foxes, and in restoring to 37½ percent *ad*

<sup>1</sup> TIAS 1702, *post*, p. 451.

<sup>2</sup> EAS 216, *ante*, p. 206.

*valorem* the import duty on silver or black fox furs or skins provided for in item 1519(c) of Schedule II of the trade agreement between the United States and Canada signed on November 17, 1938.<sup>3</sup>

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency  
HUME WRONG,  
*Ambassador of Canada.*

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*The Canadian Ambassador to the Acting Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.  
*March 18, 1947*

No. 80

SIR,

I have the honour to acknowledge the receipt of your note of today's date, and to confirm the understanding set forth therein regarding the agreement between our two Governments to terminate the supplementary Trade Agreement relating to fox furs and skins, signed December 13th, 1940.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG

The Honourable GEORGE C. MARSHALL,  
*Secretary of State,*  
*Washington, D.C.*

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<sup>3</sup> EAS 149, *ante*, p. 117.

## AIR TRANSPORT SERVICES

*Exchange of notes at Ottawa April 10 and 12, 1947, amending agreement of February 17, 1945*

*Entered into force April 12, 1947*

*Superseded by agreement of June 4, 1949<sup>1</sup>*

61 Stat. 2869; Treaties and Other  
International Acts Series 1619

*The American Ambassador to the Secretary of State for External Affairs*

No. 675

OTTAWA, CANADA, April 10, 1947

SIR:

I have the honor to refer to the recent discussions held in Ottawa by the representatives of the Governments of the United States of America and Canada relative to air transport. As a result of these discussions I would propose that the agreement between the United States of America and Canada for air transport services, effected by exchange of notes signed at Washington February 17, 1945,<sup>2</sup> be amended by the substitution of the following Annex in lieu of the Annex contained therein:

### "Annex

"A. The airlines designated by the Government of the United States of America may operate on the following routes, with the right to take on and put down passengers, mail and cargo at the Canadian terminals specified:

Boston	—	Moncton
Boston	—	Montreal
New York or Boston	—	Quebec
New York	—	{Montreal Ottawa
Washington	—	{Montreal Ottawa
Buffalo	—	Toronto
Fargo	—	Winnipeg
Great Falls	—	Lethbridge
Seattle	—	Vancouver
Seattle	—	Whitehorse
Fairbanks	—	Whitehorse

<sup>1</sup> TIAS 1934, *post*, p. 492.

<sup>2</sup> EAS 457, *ante*, p. 388.

"In consideration of special circumstances existing on the routes from New York and Washington to Montreal and Ottawa, the Canadian Government agrees that the United States carrier may serve both Canadian points on the same flights, so long as no Canadian cabotage rights are exercised.

"The service on the route between Buffalo and Toronto may, at the election of the United States Government, be rendered by two airlines. On the other routes service by a single airline only will be authorized.

"In addition to the routes listed above, airlines of United States registry will be authorized to stop in Windsor on any route on which they are now or in the future may be authorized by the United States Government to serve Detroit.

"B. The airlines designated by the Government of Canada may operate on the following routes, with the right to take on and put down passengers, mail and cargo at the United States terminals specified:

Halifax	—	Boston
Toronto	—	New York
Toronto	—	Cleveland
Toronto	—	Chicago
Port Arthur	—	Duluth
Victoria	—	Seattle
Whitehorse	—	Fairbanks
Winnipeg	—	Sault Ste. Marie, Michigan— Toronto

"In consideration of special circumstances existing on the internal Canadian route between Winnipeg and Toronto, the United States Government agrees that the Canadian carrier on this route may make use of an airfield at Sault Ste. Marie, Michigan, and may pick up and set down traffic there.

"A single airline will be authorized for each of the foregoing routes. With respect to the routes between Toronto and Cleveland and Toronto and Chicago no through services will be operated from either point in the United States to points lying beyond the territorial limits of Canada.

"In addition to the routes listed above, airlines of Canadian registry will be authorized to stop in Detroit on any route on which they are now or in the future may be authorized by the Canadian Government to serve Windsor."

If the foregoing is acceptable to the Government of Canada, this note, and your reply thereto accepting the proposals, shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Accept, Sir, the renewed assurances of my highest consideration.

RAY ATHERTON

The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 42

OTTAWA, 12th April, 1947

EXCELLENCY,

I have the honour to refer to your Note No. 675 of April 10, 1947, in which you propose that the Agreement between the United States and Canada for Air Transport Services, effected by an exchange of notes signed at Washington February 17, 1945, be amended by the substitution of the Annex contained in the above mentioned note, in lieu of the Annex contained in the notes of February 17, 1945. The terms contained in the new Annex are acceptable to the Government of Canada, which agrees that your note No. 675 of April 10 and this reply shall be regarded as constituting an understanding between our two Governments concerning this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

L. B. PEARSON

for

*Secretary of State  
for External Affairs*

His Excellency the Hon. RAY ATHERTON,  
*Ambassador for the United States,  
100 Wellington Street,  
Ottawa.*

## MOBILE RADIO TRANSMITTING STATIONS

*Exchange of notes at Washington June 25 and August 20, 1947*

*Entered into force August 20, 1947*

*Terminated by agreement of March 9 and 17, 1953*<sup>1</sup>

61 Stat. 3349; Treaties and Other  
International Acts Series 1670

*The Secretary of State to the Canadian Chargé d'Affaires ad interim*

DEPARTMENT OF STATE

WASHINGTON, D.C.

*Jun 25, 1947*

SIR :

I refer to recent informal discussions between representatives of the Government of Canada and the United States concerning the entrance into Canada of United States vehicles equipped with land mobile radio transmitting equipment.

The present laws of the United States prohibit operation of unlicensed radio transmitting equipment, and station licenses cannot be issued to aliens. It is the Department's understanding that the laws of Canada contain similar provisions.

Proposals have been made for certain modifications of United States laws which, if adopted, would permit on a reciprocal basis alien operation of certain foreign licensed mobile equipment while it is within the territory of the United States. However, this problem is still under consideration, and it is believed that an interim arrangement would be desirable, in order to permit the carriage across the border of radio transmitting equipment installed aboard vehicles.

It would, therefore, be appreciated if you could inform this Department whether the Canadian Government would be disposed to consider a reciprocal interim arrangement under which mobile radio transmitting stations licensed by the United States or Canadian Governments could be carried from the territory in which it is licensed into the territory of the other country,

<sup>1</sup> 5 UST 2840; TIAS 3138. The agreement of Mar. 9 and 17, 1953, provided, however, that Canada might retain the sealing requirement as regards radio transmitting equipment not covered by the convention relating to the operation of certain radio equipment or stations of Feb. 8, 1951 (3 UST 3787; TIAS 2508).



without being removed from the vehicles in which such equipment is installed, on condition that this equipment be sealed in such a manner as to prevent its operation while it is in the territory of the latter country.

I am enclosing samples of the seals<sup>2</sup> which United States Customs officials would use in sealing Canadian equipment entering the United States. Conversely, if the arrangement is satisfactory to your Government, it is suggested that similar samples of seals, to be used by Canadian Customs officials for the same purpose, be transmitted to this Government, together with a statement of conditions concerning their use. This exchange of seals would be useful as a basis in arranging notification of the licensees of the equipments that they may expect to have their equipment sealed and that it should be so adapted as to permit sealing.

I suggest that, if an agreement in the sense of the foregoing paragraphs is acceptable to the Government of Canada, this note and your reply thereto in similar terms be regarded as constituting the terms of an understanding on the subject between the two Governments.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State:

GARRISON NORTON

Enclosure:

Samples of Seals.<sup>2</sup>

Mr. THOMAS A. STONE,

*Chargé d'Affaires ad interim of Canada.*

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*The Canadian Chargé d'Affaires ad interim to the Acting Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

No. 317

AUGUST 20, 1947

SIR:

I have the honour to refer to your note of June 25, 1947, in which you proposed a reciprocal interim arrangement between the Government of Canada and the Government of the United States of America, under which mobile radio transmitting stations licensed by the United States or Canadian Governments could be carried from the territory in which they are licensed into the territory of the other country, without being removed from the vehicles in which such equipment is installed, on condition that this equipment be sealed in such a manner as to prevent its operation while it is in the territory of the latter country.

I have received samples of the seals which United States Customs officials will use in sealing Canadian equipment entering the United States. I enclose

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<sup>2</sup> Not printed here.

samples of seals <sup>3</sup> which will be used by Canadian Customs officials for the same purpose with respect to United States equipment entering Canada.

I am instructed to state that the terms of this arrangement are acceptable to my Government, and that your note and this reply thereto shall constitute the terms of an understanding on the subject between the two Governments.

Accept, Sir, the renewed assurances of my highest consideration.

THOMAS A. STONE  
*Chargé d'Affaires*

The Honourable ROBERT A. LOVETT,  
*Acting Secretary of State,*  
*Washington, D.C.*

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<sup>3</sup> Not printed here.

# ALLOCATION OF RADIO BROADCASTING CHANNELS

*Exchange of notes at Washington January 8 and October 15, 1947*<sup>1</sup>  
*Entered into force October 15, 1947*

61 Stat. 3800; Treaties and Other  
International Acts Series 1726

*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

No. 7

JANUARY 8, 1947

SIR,

With reference to recent discussions between representatives of the Government of Canada and the Government of the United States concerning the use of the 88 to 108 megacycle frequency band for frequency modulation broadcasting, I have the honour to propose an exchange of notes concerning the allocation of channels with particular reference to assignments in those areas adjacent to the border of Canada and the United States in order to prevent undue interference between stations in the respective countries.

Allocation plans for United States Frequency Modulation Broadcasting Stations and for Canadian Frequency Modulation Broadcasting Stations are described in Appendices I and II.<sup>1</sup> The channel number system used in these appendices is in accordance with Appendix III.

Assignments will normally be made on the basis of omni-directional antennae but it is recognized that directional antennae may advantageously be used in certain instances to reduce interference between stations.

Assignments made at points which are more than 250 miles from the nearest point on the border of Canada and the United States will normally have no international significance and need not be notified except in cases of unusual powers and unusual antenna heights.

Where distances less than 250 miles are involved, all assignments shall be notified in the following manner:

(1) Notification shall be made by an exchange of documents between the Federal Communications Commission and the Department of Transport.

<sup>1</sup> For appendixes to Canadian note, see 61 Stat. 3802 or p. 3 of TIAS 1726.

(2) Notifications shall include full information on transmitting antenna locations by geographic coordinates, antenna height above average terrain, antenna height above mean sea level, and effective radiated power. In the event an antenna, directional in the horizontal plane, is proposed, the directional pattern and other pertinent information shall be submitted.

(3) Each country shall have 15 days from the date of notification in which to protest the proposed assignment.

(4) If, within the 15 day period prescribed in (3) above, no objection is raised, a notified assignment shall be considered final.

Wherever possible assignments made within 250 miles of the border should be in accordance with Appendices I and II.

No allocation plans have been adopted as yet for assignment of stations in the 88 to 92 megacycle portion of the band, which has been designated for use by non-commercial, educational broadcasting in both countries. When such a plan has been formulated, the procedure specified above shall apply.

I have the honour to suggest that, if an agreement in the sense of the foregoing paragraphs is acceptable to the Government of the United States, this note and your reply thereto in similar terms shall be regarded as placing on record the understanding arrived at between the two Governments, it being agreed that the present allocation plan shall not prejudice any subsequent agreement regarding Frequency Modulation channels which may be accepted by both Governments at future international telecommunications conferences.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG

The Honourable JAMES F. BYRNES,  
*Secretary of State,*  
*Washington, D.C.*

[For appendixes to Canadian note, see 61 Stat. 3802 or p. 3 of TIAS 1726.]

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*The Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
Oct. 15, 1947

EXCELLENCY:

I have the honor to refer to your note No. 7 of January 8, 1947, in which you proposed an exchange of notes on the subject of the allocation of channels in the radio frequency band 88 to 108 megacycles, for frequency modulation broadcasting. In this connection, particular importance is attributed in your note to channel assignments for operation in areas adjacent to the

border of Canada and the United States, and to the need to prevent undue interference between stations in the respective countries.

Your note under reference states that allocation plans for United States frequency modulation broadcasting stations and for Canadian frequency modulation broadcasting stations are described in Appendices I and II to an Agreement between the two countries on the subject, and that the channel number system used in these Appendices is in accordance with Appendix III to the same Agreement. This note further states that assignments will normally be made on the basis of omnidirectional antennae but that it is recognized that directional antennae may advantageously be used in certain instances to reduce interference between stations.

Moreover, assignments made at points which are more than 250 miles from the nearest point on the border of Canada and the United States are normally to have no international significance and need not be notified except in cases of unusual powers and unusual antenna heights.

Where distances less than 250 miles are involved, all assignments shall be notified in the following manner:

(1) Notification shall be made by an exchange of documents between the Federal Communications Commission and the Department of Transport.

(2) Notifications shall include full information on transmitting antenna locations by geographical coordinates, antenna height above average terrain, antenna height above mean sea level, and effective radiated power. In the event an antenna, directional in the horizontal plane, is proposed, the directional pattern and other pertinent information shall be submitted.

(3) Each country shall have 15 days from the date of notification in which to protest the proposed assignment.

(4) If, within the 15 day period prescribed in (3) above, no objection is raised, a notified assignment shall be considered final. Wherever possible assignments made within 250 miles of the border should be in accordance with Appendices I and II.

Finally, the same note states that no allocation plans have been adopted as yet for assignment of stations in the band from 88 to 92 megacycles, which has been designated for use by non-commercial educational broadcasting in both countries, and that when such a plan has been formulated, the procedure specified above shall apply.

I have the honor to inform you that an agreement in the sense of the foregoing paragraphs is acceptable to the Government of the United States, and that this Government agrees to consider the Embassy's note No. 7 of January 8, 1947, together with the present reply thereto as placing on record the understanding arrived at by the two Governments on the above mentioned subject, it being agreed that the present allocation plan should not prejudice any subsequent agreement regarding frequency modulation

channels which may be accepted by both Governments at future International Telecommunications Conferences.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

GARRISON NORTON

His Excellency

HUME WRONG,

*Ambassador of Canada.*

## RECIPROCAL TRADE

*Agreement and exchange of letters signed at Geneva October 30, 1947  
Entered into force October 30, 1947; operative January 1, 1948*

61 Stat. 3965; Treaties and Other  
International Acts Series 1702

### AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND CANADA SUPPLEMENTARY TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The Governments of the United States of America and Canada,

Having participated in the framing of a General Agreement on Tariffs and Trade and a Protocol of Provisional Application,<sup>1</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 Canada, signed November 17, 1938,<sup>2</sup> with accompanying exchange of notes, shall be inoperative for such time as the United States of America and Canada 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 Canada, 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 Canada:  
L. D. WILGRESS

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<sup>1</sup> TIAS 1700, *ante*, vol. 4, pp. 641 and 687.

<sup>2</sup> EAS 149, *ante*, p. 117.



## EXCHANGE OF LETTERS

*The Acting Chairman of the United States Delegation to the Second Session of the Preparatory Committee of United Nations Conference on Trade and Employment to the Chairman of the Canadian Delegation*

OCTOBER 30, 1947

DEAR MR. WILGRESS:

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 between the United States and Canada inoperative so long as both the United States and Canada are parties to the General Agreement on Tariffs and Trade.

As you know, Article XVIII 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 XVII 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*

HON. L. D. WILGRESS  
*The Delegation of Canada*  
*Palais des Nations*

*The Chairman of the Canadian Delegation to the Acting Chairman  
of the United States Delegation*

GENEVA, October 30, 1947

DEAR MR. BROWN,

I have received your letter of October 30th with regard to the Agreement Supplementary to the General Agreement on Tariffs and Trade which we propose to sign on behalf of our two Governments.

I note that your purpose in writing to me is to make it clear that you would be signing the Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1938 Trade Agreement given by either party while we were both parties to the General Agreement on Tariffs and Trade from effecting termination of the 1938 Agreement in six months.

I wish to give you the assurance that my Government has the same understanding of the position as that set forth in your letter.

Yours sincerely,

L. D. WILGRESS  
*Chairman, Canadian Delegation*

WINTHROP G. BROWN, Esq.,  
*Acting Chairman,  
United States Delegation.*

## TRADE RELATIONS

*Exchange of aide memoire at Washington November 14 and 15, 1947*

*Entered into force November 15, 1947*

*Terminated January 1, 1948*

*Department of State Bulletin,  
November 30, 1947, p. 1054*

### *The Canadian Embassy to the Department of State*

#### AIDE MEMOIRE

The Government of Canada refer to the discussions which have taken place recently between its representatives and those of the Government of the United States of America regarding the problems confronting Canada because of the rapid and marked decline during 1947 of its gold and United States dollar reserves.

It was noted in the course of the discussions that this condition was due 1) to an unprecedented increase in Canadian imports from the United States unmatched by an equivalent increase in Canadian exports to the United States, 2) to the disruption in consequence of the war of normal trade and currency relationships, which ordinarily would have allowed Canada to discharge its deficit with the United States with the receipts from Canadian exports to other countries and 3) to the necessity which Canada, in common concern with the United States, has felt for extending very substantial financial assistance to various European Nations in their urgent problems of postwar reconstruction.

The deterioration of Canada's gold and United States dollar reserves has proceeded at such a rate and to such an extent that the Government of Canada are compelled to take immediate remedial measures. Failure to take effective action now could only mean, in the circumstances, that in the near future measures more drastic than contemplated at present would be necessary.

The Government of Canada find it necessary as one part of a general programme to curtail imports immediately in order to conserve their limited supplies of gold and United States dollars. It is a matter of special concern that such an action is necessary at this time when Canada is working with the United States and other Nations of the world to provide a sound basis for the expansion of world trade on a multilateral basis.

The Government of Canada wish to emphasize that it is their intention to administer their controls in a manner consistent with the General Agreement on Tariffs and Trade recently concluded at Geneva which will govern trade relations between the signatory countries in the near future.

The Government of Canada propose to remove the controls which they now find necessary to impose at the earliest possible moment that circumstances permit. They will moreover allow imports of any items which are now in transit to Canada. At any time during the period when control of imports is necessary the Government of Canada will give sympathetic consideration to representations in regard to any matter connected therewith which because of unusual circumstances involving particular hardships to the principals concerned would seem to merit special attention.

In order to effect the necessary savings of gold and United States dollars, it is necessary to limit, among other imports from the United States, some items specified in Schedule I of the 1938 Trade Agreement between the United States and Canada.<sup>1</sup> The Government of Canada express the hope that the Government of the United States will not in the circumstances, consider it necessary to invoke the pertinent provisions of the Trade Agreement of 1938 during the brief interval before the provisional coming into force, on January 1st next, of the General Agreement on Tariffs and Trade which will replace the provisions of the earlier agreement.

H.W.

THE CANADIAN EMBASSY,  
Washington, D.C.,  
November 14th, 1947.

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*The Department of State to the Canadian Embassy*

AIDE MEMOIRE

The Government of the United States of America refers to the aide-memoire of the Government of Canada, dated November 14, 1947, concerning the problems confronting Canada because of the serious decline in its gold and United States dollar reserves, and concerning the limitation on imports from the United States which the Government of Canada therefore considers necessary.

The Government of the United States takes note of the information presented by the representatives of the Government of Canada in support of its contention that temporary controls on imports are necessary in view of the current situation respecting Canada's gold and United States dollar reserves. It appreciates the repercussions on Canada's exchange position resulting from

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<sup>1</sup> Agreement signed at Washington Nov. 17, 1938 (EAS 149), *ante*, p. 117.

the economic and financial difficulties which various European Nations are now experiencing as a result of the war. It is aware of the extent to which Canada has been participating in European reconstruction and of the fact that this effort has contributed to Canada's present foreign exchange reserve position.

Acknowledgment is made of the statement by the Government of Canada of its intention to administer its controls in a manner consistent with the General Agreement on Tariffs and Trade which was recently concluded at Geneva.

The Government of the United States takes note also of the statement of the Government of Canada with respect to the duration and the administration of the controls. In view of the prolonged efforts our two countries have made to promote world trade and world recovery, the Government of the United States attaches the highest importance to this indication of the Canadian Government's intention. Having in mind, also, that the conditions of the controls contain elements which might become unduly prejudicial to the position of individual commodities, it is particularly concerned that an opportunity be given for discussion of the detailed effects where, in its opinion, the circumstances are sufficiently grave. In the circumstances the Government of the United States agrees for the duration of the present arrangement not to invoke the provisions of Articles II, III, and X of the Trade Agreement of 1938 between the United States of America and Canada in respect of the measures to be taken by the Government of Canada as set forth in its aide-mémoire.

It is recognized that the Trade Agreement between the United States of America and Canada remains in full force and effect during the present arrangement, save for those temporary modifications in its operation provided for in this exchange of aides-mémoire.

R. A. L.

DEPARTMENT OF STATE,

*Washington,*

*November 15, 1947.*

## FUR SEALS

*Exchange of notes at Washington December 26, 1947, amending  
agreement of December 8 and 19, 1942*

*Entered into force December 26, 1947*

*Terminated October 14, 1957, by convention of February 9, 1957*<sup>1</sup>

62 Stat. 1821; Treaties and Other  
International Acts Series 1686

*The Secretary of State to the Canadian Ambassador*

WASHINGTON, D.C.

*December 26, 1947*

### EXCELLENCY:

I have the honor to refer to conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Canada with regard to the possibility of amending the Provisional Fur Seal Agreement between the United States and Canada effected by exchange of notes signed at Washington, December 8 and 19, 1942,<sup>2</sup> with a view to assuring continuing protection of the fur seal herd.

I am glad to inform you that legislation has recently been enacted by the Congress of the United States of America which provides for the extension for an indefinite period of existing laws for the enforcement of the Provisional Fur Seal Agreement. This Government will, therefore, continue to be in position to give full force and effect to the provisions of that Agreement.

Accordingly, the Government of the United States of America proposes that the final sentence of Article X of the Provisional Fur Seal Agreement which relates to the duration of the Agreement, shall be amended to read as follows:

"The Agreement shall remain in effect until (a) either the Government of the United States of America or the Government of Canada enacts legislation contrary to its provisions; or (b) the date of entry into force of a new agreement for the preservation and protection of fur seals to which the United States of America and Canada, and possibly other interested countries, shall

<sup>1</sup> 8 UST 2283; TIAS 3948.

<sup>2</sup> EAS 415, *ante*, p. 297.

be parties; or (c) twelve months after either Government shall have notified the other Government of an intention of terminating the Agreement."

If the foregoing proposal is acceptable to the Government of Canada, the Government of the United States of America will regard this note and your reply thereto as constituting an agreement between the two Governments amending the Provisional Fur Seal Agreement, with effect from the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:  
WILLARD L. THORP

His Excellency  
HUME WRONG,  
*Ambassador of Canada.*

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*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.  
*December 26, 1947*

No. 485

SIR,

I have the honour to acknowledge the receipt of your note of December 26th, 1947, proposing that the Provisional Fur Seal Agreement effected by exchange of notes signed at Washington December 8th and 19th, 1942, be amended with a view to assuring continuing protection of the fur seal herd.

I have been requested to inform you that the Canadian Government accepts the proposal of the Government of the United States of America contained in your note which, together with this reply, it considers as constituting an agreement between the two Governments amending the Provisional Fur Seal Agreement, with effect from the date of this note.

Accept, Sir, the assurance of my highest consideration.

H. H. WRONG

THE SECRETARY OF STATE,  
*Washington, D.C.*



## POSTWAR DISPOSITION OF DEFENSE FACILITIES

*Exchange of notes at Ottawa January 24 and March 2, 1948, supplementing agreement of March 30, 1946*

*Entered into force March 2, 1948; operative from April 1, 1947*

*Supplemented by agreement of April 9 and 14, 1948<sup>1</sup>*

*Expired June 30, 1948*

62 Stat. 3912; Treaties and Other  
International Acts Series 1981

*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 20

OTTAWA, January 24th, 1948

EXCELLENCY,

I have the honour to refer to the Exchange of Notes of March 30, 1946<sup>2</sup> (No. 44 from this Department to you and your Note No. 470) on the subject of war surpluses and related matters.

2. Paragraph 10 of Note No. 44 referred to reads as follows:

"At the request of the Canadian Government, and in order to provide equipment necessary for the training programs of the Canadian armed forces, the United States Government will endeavour to make available surplus military type equipment, up to April 1, 1947, in such quantities and at such prices as may be negotiated between the two Governments up to a maximum cost of \$7,000,000 (U.S.). The Canadian Government will make a payment on account into a suspense account of the United States Government of \$7,000,000 (U.S.) to apply against such purchases. If the United States Government is unable to provide under this agreement the amount of equipment that the Canadian Government desires to purchase and therefore the payment on account should exceed the amount finally determined to be payable, the excess remaining in the suspense account will be returned to the Canadian Government."

<sup>1</sup> TIAS 1981, *post*, p. 470.

<sup>2</sup> TIAS 1531, *ante*, p. 407.

3. In my Note No. 126 of October 10, 1947, the request was made that steps be taken to reduce to U.S. \$6,000,000 the Canadian deposit of U.S. \$7,000,000 paid into a suspense account of the United States Government as a result of these arrangements, and, in your Note No. 783 of December 4, 1947, you replied that U.S. \$1,000,000 had been returned to the relevant Canadian authorities in accordance with my request.

4. As a recent Order-in-Council of my Government has limited to U.S. \$3,800,000 the amount to be spent on purchases of the surplus military equipment in question, I should appreciate it if the United States Government would now arrange to return to my Government U.S. \$2,200,000 of the amount remaining in the above-mentioned suspense account.

5. It would appear that paragraph 10 of this Department's Note No. 44 of March 30, 1946, at least in so far as it relates to the intention of the United States Government to make available surplus military equipment, ceased to have effect after April 1, 1947. On the other hand, successive Orders-in-Council of my Government have extended beyond that date the period of time within which the Canadian Armed Forces are permitted to complete the purchases envisaged in the Exchange of Notes of March 30, 1946. Under the recent Order-in-Council mentioned in paragraph 4 above, this period has now been extended to June 30, 1948.

6. The availability of the equipment that the Canadian Armed Forces still wish to purchase has already been determined. Additional time is, however, required to permit completion of negotiations for the purchases contemplated. Consequently, my Government would appreciate it if your Government would agree to the terms of the paragraph quoted in paragraph 2 above continuing in effect until June 30, 1948.

7. If the United States Government is agreeable to this proposal, it is the suggestion of my Government that my present Note, together with your Note replying thereto, constitute an agreement effective from the date of your reply and retroactive to April 1, 1947.

Accept, Excellency, the renewed assurances of my highest consideration.

ESCOTT REID  
for  
*the Secretary of State  
for External Affairs*

His Excellency,

THE UNITED STATES AMBASSADOR TO CANADA,  
*United States Embassy,  
Ottawa.*

*The American Ambassador to the Secretary of State for External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Ottawa, March 2, 1948*

No. 55

EXCELLENCY:

I have the honor to refer to your Excellency's note No. 20, dated January 24, 1948, concerning the exchange of notes of March 30, 1946 on the subject of war surpluses and related matters.

The proposal contained in your note No. 20 for an extension until June 30, 1948 of the provisions of paragraph 10 of your note No. 44, dated March 30, 1946, in order to provide additional time for the completion of purchases contemplated in paragraph 10 is acceptable to my Government, and this note, together with your note No. 20, are considered as constituting an agreement effective from this date and retroactive to April 1, 1947.

As soon as I receive further instructions from my Government, I shall reply with regard to your request for the return of \$2,200,000 of the amount remaining in the suspense account.<sup>3</sup>

Please accept, Excellency, the assurances of my highest consideration.

RAY ATHERTON

His Excellency  
The Right Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa, Canada.*

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<sup>3</sup> For an exchange of notes at Ottawa Apr. 9 and 14, 1948, see TIAS 1981, *post*, p. 470.

# LAND-LINES COMMUNICATION BETWEEN EDMONTON, ALBERTA, AND FAIRBANKS, ALASKA

*Exchange of notes at Washington March 1 and 31, 1948, with annex  
Entered into force March 31, 1948*

62 Stat. 3883; Treaties and Other  
International Acts Series 1966

*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

No. 95

MARCH 1, 1948

SIR:

I have the honour to refer to Canadian-United States discussions which were held in Ottawa from October 31 to November 2, 1946, concerning the future operation and maintenance of the war-built land line communication system between Edmonton, Alberta, and Fairbanks, Alaska.

2. At these meetings it was recommended, subject to the consideration and approval of the Permanent Joint Board on Defence, that a number of facilities from Edmonton to the Alaskan border should be assigned for exclusive use of the United States, the annual rental to be \$271,000.

3. Subsequently at a meeting of the Permanent Joint Board on Defence on November 19-20, 1946, a report of these meetings was considered and approved, and on April 1, 1947, the Canadian Department of Transport made these facilities available to the United States authorities. At the present time the Canadian Government's Operating Agency, the Canadian National Telegraph, who are responsible for the operation and maintenance of the system on Canadian soil, are forwarding monthly accounts for the rental of these facilities to the Commanding Officer, Alaska Communications System, in Seattle, but payments have not been made as formal authority for the lease has not yet been arranged.

4. The Permanent Joint Board on Defence therefore recommended at the meeting of September 11-12, 1947:

## "Communication Circuits of the Alaska Highway

The Board noted that the United States forces have definite need of the voice and teletype circuits along the Alaska Highway and that the Canadian

authorities have made the circuits available. The Board approves this arrangement and recommends that the contract covering it be signed by the competent Canadian authorities as soon as possible, in order that accounts may be paid."

5. In order that the lease of these facilities may therefore be arranged on a governmental basis, my Government wishes to recommend that this lease be implemented as outlined in Annex I of this note.

6. I should therefore be glad if you would inform me whether your Government is agreeable to these arrangements. Your favourable reply to this note will be considered as constituting an inter-governmental agreement with respect to the facilities outlined in Annex I of this note.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG

The Honourable GEORGE C. MARSHALL,  
*Secretary of State,*  
*Washington, D.C.*

#### ANNEX I

##### ARTICLE 1

The Government of Canada agrees to make available to the Government of the United States of America the following communication facilities over the telephone and telegraph lines, owned by the Government of Canada, and located along the Alaska Highway in Canada, between Edmonton, Alberta, and the border of the territory of Alaska and Canada:

- A. for voice frequency only,
  - (a) Two channels, Edmonton to the said border
  - (b) Two channels, Whitehorse to the said border
  - (c) One channel, Whitehorse to Edmonton.
- B. for standard teletype frequency only
  - (d) Two channels, Edmonton to the said border
  - (e) Three channels, Whitehorse to said border.

##### ARTICLE 2

The Government of the United States of America shall pay the Government of Canada for the use of the said communication facilities the sum of \$271,000, in United States funds, for the year commencing April 1, 1947. Payments shall in future be made in equal monthly instalments but payment for the period from April 1st 1947 to February 29th 1948, shall be paid in one instalment forthwith upon the conclusion of this agreement.

The Government of the United States of America agrees to pay for the use of such additional communication facilities as may be required by the said Government and as may otherwise be available for use, at such rates and charges as are adopted as standard in respect of the telephone and telegraph lines located along the Alaska Highway in Canada.

The Government of Canada agrees to credit the Government of the United States of America for reductions and readjustments of facilities in accordance with the prevailing rates that are adopted as standard in respect of the telephone and telegraph lines located along the Alaska Highway in Canada, provided that the total annual aggregate payments by the Government of the United States of America do not fall below the amount of \$271,000 per annum above stated.

### ARTICLE 3

The two Governments agree that the said communication facilities between Edmonton, Alberta, and the Alaska-Canada border, which are a continuation of and connected with similar communication facilities owned by the Government of the United States of America and extending from the said border to Fairbanks, Alaska, are capable of use and operation only if, when and to the extent that the communication facilities owned by the Government of the United States of America and located in Alaska as aforesaid, are simultaneously maintained in use and operation and are available.

It is further agreed between the said Governments that payments reserved under Article 2 hereof shall accrue only if and to the extent that the communication facilities made available hereunder by the Government of Canada are properly maintained for use and operation.

### ARTICLE 4

The two Governments agree that the portions of telephone and telegraph lines owned by the Government of Canada and located in Canada along the Alaska Highway, shall be maintained by the Government of Canada, and that the said lines owned by the Government of the United States of America and located in the territory of Alaska, shall be maintained by the Government of the United States of America; and that such maintenance shall be carried out in accordance with standard practice.

### ARTICLE 5

This agreement shall remain in force during the period the telephone and telegraph lines, aforesaid, extending from Edmonton, Alberta, to Fairbanks, Alaska, are maintained by the respective Governments.

## ARTICLE 6

Supplementary arrangements for the purpose of giving effect to this agreement may be made between the operating departments or agencies of the respective Governments.

## ARTICLE 7

Subject to the provision of Article 5, this agreement shall remain in force until such time as the two Governments mutually agree that it shall cease or until either Government shall have given one year's notice to the other Government of intention to terminate the agreement.

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*The Acting Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
Mar 31 1948

## EXCELLENCY:

I have the honor to refer to your note No. 95, dated March 1, 1948, concerning the future operation and maintenance of the war-built land-line communication system between Edmonton, Alberta, and Fairbanks, Alaska. Your note summarized the results of discussions held on this subject in the Permanent Joint Board on Defense and recommended that the lease of these facilities be arranged on a governmental basis as outlined in Annex I enclosed with your note.

I am pleased to inform you that the proposals set forth in your note No. 95 and in Annex I thereto are accepted by this Government. This Government also concurs in the proposal that your note and this reply shall be regarded as constituting the agreement arrived at between the two Governments with respect to the facilities outlined in Annex I of your note.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT A. LOVETT  
*Acting Secretary*

His Excellency  
HUME WRONG,  
*Canadian Ambassador.*



# ENGINEERING STANDARDS APPLICABLE TO ALLOCATION OF STANDARD BROADCASTING STATIONS (540-1600 KCS.)

*Exchange of notes at Washington December 24, 1947, and April 1, 1948*<sup>1</sup>

*Entered into force April 1, 1948*

*Terminated April 19, 1960, upon entry into force of North American  
Regional Broadcasting Agreement of November 15, 1950*<sup>2</sup>

62 Stat. 2652; Treaties and Other  
International Acts Series 1802

*The Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*Dec 24, 1947*

EXCELLENCY:

I have the honor to refer to discussions in Atlantic City, New Jersey, between representatives of the Government of Canada and representatives of the Government of the United States concerning the matter of a mutual understanding as to engineering standards applicable to the allocation of standard broadcasting stations in the band of frequencies extending from 540 to 1600 kilocycles.

As a result of those discussions, the Government of the United States agrees to enter into an arrangement with the Government of Canada, effective as of the date of their reply, permitting the mutual application of the following engineering standards which will be considered as amending those engineering standards already in effect between the United States and Canada by virtue of provisions set forth in the North American Regional Broadcasting Agreement signed at Habana, Cuba, on December 13, 1937,<sup>3</sup> as continued in application by the terms of the Interim Agreement (Modus Vivendi, Washington, February 25, 1946.)<sup>4</sup>

<sup>1</sup> For two graphs enclosed in U.S. note, see 62 Stat. 2655-6 or pp. 4-6 of TIAS 1802.

<sup>2</sup> 11 UST 413; TIAS 4460.

<sup>3</sup> TS 962, *ante*, vol. 3, p. 503.

<sup>4</sup> TIAS 1553, *ante*, vol. 4, p. 38.

"1. 10% Skywave Signal Range Curves, 540 kilocycles to 1600 kilocycles, incorporating latitude effect.

"The attached family of curves entitled '10% Skywave Signal Range, 540 kilocycles to 1600 kilocycles', designated Figure 1-A, showing resultant sky-wave fields from an antenna of height  $H=0.311$  wavelength radiating 100 millivolts per meter at the angle  $\theta$  (theta) pertinent to transmission by one reflection, will be recognized as acceptable for use in lieu of the 10% skywave curve appearing in Appendix V of the North American Regional Broadcasting Agreement, in computing signal intensities at the station receiving interference. It is further recognized that the 10% Skywave Signal Range Curves, 540 kilocycles to 1600 kilocycles, will be applied only to allocation matters on regional channels, and is not considered applicable to allocation matters as between Class II stations on clear channels, in which cases Appendix V will be controlling.

"2. Angles of Departure versus Transmission Range.

"(a) The attached family of curves entitled 'Angles of Departure versus Transmission Range' for use in the band 540 kilocycles to 1600 kilocycles will be recognized as acceptable for use concurrently with the 10% Skywave Signal Range Curves (Figure 1-A) for determining the value of an interfering signal to an existing station.

"(b) The antenna system's maximum theoretical radiated field which exists between the limits defined by curves 4 and 5 for the pertinent angle of departure  $\theta$  (theta) will be used to compute, from Figure 1-A, the interfering signal.

"3. 50% Root-Sum-Square.

"(a) Objectionable interference shall be deemed to exist to a station when the root-sum-square value of interfering field intensities, except in the case of Class IV stations on local channels, is increased to exceed that value obtained by considering the signals in order of decreasing magnitude, adding the squares of the values and extracting the square root of the sum, excluding those signals which are less than 50% of the root-sum-square value of the higher signals already included.

"(b) The root-sum-square value will not be considered to be increased when a new interfering signal is added which is less than 50% of the root-sum-square value of the interference from existing stations, and which at the same time is not greater than the smallest signal included in the root-sum-square value of interference from existing stations.

"(c) It is recognized that application of the above '50% exclusion' method of calculating root-sum-square interference may result in some cases in anomalies wherein the addition of a new interfering signal or the increase in value of an existing interfering signal will cause the exclusion of a previously included signal and may cause a decrease in the calculated root-sum-

square value of interference. In such instances, the following alternate method for calculating the proposed root-sum-square values of interference will be employed wherever applicable.

“(d) In the cases where it is proposed to add a new interfering signal which is not less than 50% of the root-sum-square value of interference from existing stations or which is greater than the smallest signal already included to obtain this root-sum-square value, the root-sum-square limitation after addition of the new signal shall be calculated without excluding any signal previously included. Similarly, in cases where it is proposed to increase the value of one of the existing interfering signals which has been included in the root-sum-square value, the root-sum-square limitation after the increase shall be calculated without excluding interference from any source previously included.

“(e) If the new or increased signal proposed in such cases is ultimately accepted, the root-sum-square values of interference to other stations affected will thereafter be calculated by the ‘50% exclusion’ method without regard to the alternate method of calculation.

“(f) The 50% root-sum-square rule is recognized as applicable between any and all Class III stations on regional channels and between only Class II stations on clear channels.”

I suggest that, if an agreement in the sense of the foregoing paragraphs is acceptable to the Government of Canada, this note and your reply thereto in similar terms be regarded as constituting the terms of an understanding on the subject between the two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

GARRISON NORTON

Enclosures: <sup>6</sup>

Two graphs as follows:

1. “10% Skywave Signal Range, 540 kilocycles to 1600 kilocycles”.
2. “Angles of Departure versus Transmission Range”.

His Excellency

HUME WRONG,

*Ambassador of Canada.*

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*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

No. 135

APRIL 1, 1948

SIR:

I have the honour to refer to the note dated December 24th, 1947, and its enclosures, from the Acting Secretary of State concerning the matter of a

<sup>6</sup> See footnote 1, p. 466.

mutual understanding between Representatives of the Government of the United States and Representatives of the Government of Canada as to engineering standards applicable to the allocation of standard broadcasting stations in the Band of frequencies extending from 540 to 1600 Kilocycles.

I am directed by my Government to inform you that an Agreement in the sense described in the Note under reference from the Acting Secretary of State is acceptable to it and that the note from the Acting Secretary of State and this reply be regarded as constituting the terms of an understanding on the subject, effective as of today's date, between the Government of the United States and the Government of Canada.

I have the honour to be, Sir,  
Your obedient Servant.

H. H. WRONG

The Honourable GEORGE C. MARSHALL,  
*Secretary of State,*  
*Washington, D.C.*

## POSTWAR DISPOSITION OF DEFENSE FACILITIES

*Exchange of notes at Ottawa April 9 and 14, 1948, supplementing  
agreement of January 24 and March 2, 1948*

*Entered into force April 14, 1948*

*Expired June 30, 1948*

62 Stat. 3912; Treaties and Other  
International Acts Series 1981

*The American Ambassador to the Secretary of State for External Affairs*

AMERICAN EMBASSY

*Ottawa, April 9, 1948*

No. 95

EXCELLENCY:

I have the honor to refer to your note No. 20, dated January 24, 1948 and to my note No. 55 of March 2, 1948<sup>1</sup> concerning war surpluses and constituting an agreement to extend the time for completion of purchases thereof.

In your note it was also requested that \$2,200,000 of the amount remaining in the suspense account be returned to the Canadian authorities. My government has now completed its examination of the matter and has agreed to the return of this sum. A check for \$2,200,000 will, therefore, be forwarded in the near future to the Treasury officer of the Canadian government in Washington.

I would suggest that, if suitable to you, this note together with your reply, be considered a part of the agreement embodied in the two notes referred to above.

Please accept, Excellency, the assurances of my highest consideration.

RAY ATHERTON

His Excellency

The Right Honorable

THE SECRETARY OF STATE

FOR EXTERNAL AFFAIRS,

*Ottawa.*

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<sup>1</sup> TIAS 1981, *ante*, p. 459.

*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 94

OTTAWA, *April 14, 1948*

EXCELLENCY,

I have the honour to refer to your Note No. 95 of April 9, 1948, in which you state that the United States Government will shortly be forwarding to the Canadian Treasury Officer in Washington a cheque for \$2,200,000 of the amount deposited by the Canadian Government in a United States Government suspense account for application against purchases of United States war surpluses made by the Canadian authorities.

The Canadian Government is agreeable to your suggestion that this Note together with your Note No. 95 of April 9, 1948, be considered as forming part of the agreement embodied in my Note No. 20 of January 24, 1948, and your Note No. 55 of March 2, 1948.

Accept, Excellency, the renewed assurances of my highest consideration.

ESCOTT REID

for

*the Secretary of State  
for External Affairs*

His Excellency

THE UNITED STATES AMBASSADOR TO CANADA,  
*United States Embassy,  
Ottawa.*

## SANITARY CERTIFICATION OF SHIPPERS OF SHELLFISH

*Exchange of notes at Washington March 4 and April 30, 1948, with  
annexed memorandum of agreement*

*Entered into force April 30, 1948*

62 Stat. 1898; Treaties and Other  
International Acts Series 1747

### *The Canadian Ambassador to the Secretary of State*

No. 106

The Canadian Ambassador presents his compliments to the Secretary of State and, on the instructions of his Government, has the honour to inform him that in order to improve sanitary practices in the shellfish industries of Canada and the United States and to facilitate the exchange of information with reference to endorsement of shellfish certifications, the Canadian Department of National Health and Welfare and the United States Public Health Service have agreed on the desirability of an Agreement being concluded on the points and in the terms set forth in the annexed memorandum.

If such an agreement is acceptable to the United States Government, it is the proposal of the Canadian Government that this Note and its Annex together with a reply agreeing thereto, constitute an Agreement between the two Governments effective from the date of the reply from the United States authorities.

H. W.

CANADIAN EMBASSY,  
*Washington, D.C.*  
*4th March 1948.*

#### A N N E X

4TH MARCH 1948

#### MEMORANDUM OF AGREEMENT

In order to improve the sanitary practices prevailing in the shellfish industries of Canada and the United States, it is agreed as follows:

1. Whatever manual of recommended practice for sanitary control of the shellfish industry is approved by both the United States Public Health Service

and the Canadian Department of National Health and Welfare, will be regarded as setting forth the sanitary principles that will govern the certification of shellfish shippers.

2. The degree of compliance with those principles obtained by the State authorities of the United States will be reported to the Canadian Department of National Health and Welfare by the United States Public Health Service, and the degree of compliance obtained by the Provincial and other competent authorities in Canada will be reported by the Canadian Department of National Health and Welfare to the United States Public Health Service.

3. Whenever inspections of shellfish handling facilities or of shellfish growing areas are desired by either party to this Agreement, the other party will endeavour to facilitate such inspections.

4. This Agreement may be terminated by either party giving thirty days' notice.

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*The Secretary of State to the Canadian Ambassador*

The Secretary of State presents his compliments to His Excellency the Ambassador of Canada and has the honor to refer to his note No. 106 of March 4, 1948 proposing that an agreement be entered into between the Governments of the United States of America and Canada in the following terms:

[For memorandum of agreement, see annex to Canadian note, above.]

The Memorandum of Agreement as set forth above is acceptable to the Government of the United States of America. As proposed in His Excellency's note, therefore, that note and the present reply are regarded as constituting an agreement between the two Governments, effective on the date of the present note.

B. B.

DEPARTMENT OF STATE,  
*Washington, April 30, 1948.*



## EXPORTS OF POTATOES FROM CANADA

*Exchange of notes at Washington November 23, 1948*

*Entered into force November 23, 1948*

*Terminated June 20, 1949, by exchange of notes of June 20 and 21, 1949*<sup>1</sup>

62 Stat. 3717; Treaties and Other  
International Acts Series 1896

*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.

November 23rd, 1948

No. 538

SIR,

I have the honour to refer to the discussions which have taken place between the representatives of the Government of Canada and of the Government of the United States of America regarding the problems which would confront the Government of the United States in the operation of its price support and other programmes for potatoes if the imports of Canadian potatoes, during this current crop year, were to continue to be unrestricted. After careful consideration of the various representations which have been made to the Canadian Government on this subject, the Canadian Government is prepared to:

1. Include Irish potatoes in the list of commodities for which an export permit is required under the provisions of the Export and Import Permits Act.
2. Withhold export permits for the movement of table stock potatoes to the United States proper, excluding Alaska.
3. Issue export permits for the shipment of Canadian certified seed potatoes to the United States, but only under the following circumstances:

(a) Export permits will be issued to Canadian exporters for shipments to specified States in the United States and such permits will only be granted within the structure of a specific schedule. The schedule is designed to direct the shipment of Canadian certified seed potatoes into those States where there

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<sup>1</sup> Not printed.

is a legitimate demand for certified seed potatoes and only during a short period immediately prior to the normal seeding time. A draft of this schedule is now being jointly prepared by Canadian and United States officials.

(b) Export permits would only be granted to Canadian exporters who could give evidence that they had firm orders from legitimate United States users of Canadian seed potatoes. Canadian exporters would also be required to have included in any contract into which they might enter with a United States seed potato importer a clause in which the importer would give an assurance that the potatoes would not be diverted or reconsigned for table stock purposes.

(c) The Canadian Government would survey the supply of Canadian certified seed potatoes by class and consider the possibility of giving precedence to the export of Foundation and Foundation A classes of certified seed.

(d) The names and addresses of the consignees entered on the export permit would be compiled periodically and this information would be forwarded to the United States Government.

In instituting a system which has the effect of restricting exports of Canadian potatoes to the United States, the Canadian Government recognizes a responsibility to the Canadian commercial grower in certain surplus potato areas and is prepared to guarantee a minimum return on gradable potatoes for which the grower cannot find a sales outlet. Although the details of such a programme have not been finalized, it is anticipated that the Canadian Government will announce, at approximately the same time as potatoes are placed under export control, a floor price which will be effective April 1st, 1949 for certain carlot shipping areas in the East. To implement this programme the Canadian Government would inspect the potato holdings of commercial growers in Prince Edward Island, and several counties of New Brunswick, on or after April 1st and would undertake to pay a fixed price for every hundred pounds of Canada No. 1 potatoes found in the bins. It is not anticipated that any actual payment would be made at that time and it would be understood that if any of the potatoes examined were subsequently sold or used for seed purposes the owner would forfeit any claim for assistance on such potatoes. In other words, the Canadian Government would make no payment on potatoes which move into export trade, or which are used for seed purposes.

It should be noted that the Canadian proposals to institute export permit control on Canadian potatoes and to inaugurate a price support programme are contingent upon assurances from the United States Government that:

a) The United States Government will not hereafter impose any quantitative limitations or fees on Canadian potatoes of the 1948 crop exported to the United States under the system of regulating the movement of potatoes from Canada to the United States outlined herein.

b) The Canadian Government proposal, as outlined herein, to guarantee a floor price to certain commercial growers in the Maritime Provinces would not be interpreted by United States authorities as either a direct or indirect subsidy and that in consequence there would be no grounds for the imposition of countervailing duties under Section 303 of the United States Tariff Act of 1930.<sup>2</sup>

If the United States Government in its replying note accepts the Canadian proposals and gives to the Canadian Government the assurances required, as outlined above, this note and the reply thereto will constitute an agreement on this subject.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG

The Honourable GEORGE C. MARSHALL,  
*Secretary of State of the United States,*  
*Washington, D. C.*

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*The Acting Secretary of State to the Canadian Ambassador*

NOVEMBER 23, 1948

EXCELLENCY:

The Government of the United States appreciates the assurance of the Government of Canada contained in your note no. 538 of November 23, 1948, that the Government of Canada is prepared, contingent upon the receipt of certain assurances from the Government of the United States, to establish the controls outlined therein over the exportation of potatoes from Canada to the United States.

In view of the adverse effect which unrestricted imports of Canadian potatoes would have on the potato programs of the United States and the fact that it is anticipated that the Canadian proposal will substantially reduce the quantity of potatoes which would otherwise be imported into the United States, and in the interest of international trade between the United States and Canada and other considerations, the United States Government assures the Canadian Government that it will not hereafter impose any quantitative limitations or fees on Canadian potatoes of the 1948 crop imported into the United States under the system of regulating the movement of potatoes to the United States outlined in the Canadian proposal.

The Government of the United States also wishes to inform the Canadian Government with respect to that Government's proposal to guarantee a floor price to certain commercial growers in the Maritime Provinces, that in

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<sup>2</sup> 46 Stat. 687.

the opinion of the Treasury Department, the operation of such a proposal as outlined by the Canadian Government would not be considered as a payment or bestowal, directly or indirectly, of any bounty or grant upon the manufacture, production, or export of the potatoes concerned and no countervailing duty would, therefore, be levied, under the provisions of Section 303, Tariff Act of 1930, as a result of such operation of the proposal on potatoes imported from Canada.

The United States Government agrees that your note under reference, together with this reply, will constitute an agreement on this subject.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT A. LOVETT

*Acting Secretary of State of the  
United States of America*

His Excellency

HUME WRONG,

*Ambassador of Canada.*

## AIR SEARCH AND RESCUE OPERATIONS

*Exchange of notes at Washington January 24 and 31, 1949*  
*Entered into force January 31, 1949*

63 Stat. 2328; Treaties and Other  
International Acts Series 1882

*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

No. 35

WASHINGTON, January 24, 1949

SIR,

I have the honour to refer to the discussions that have taken place in the Permanent Joint Board on Defence, with regard to the necessity of ensuring adequate cooperation between our two Governments in Air Search and Rescue operations along our common boundary.

2. As a result of the conclusions reached in the course of these discussions, my Government wishes to propose:

(1) That, in future, public aircraft of Canada or the United States which are engaged in emergency Air Search and Rescue operations, be permitted to enter or leave either country without being subject to the immigration or customs formalities normally required by the Government of either country, provided that the Rescue Coordination Centre involved in the search or rescue, either directly or through some person delegated by it, assumes the responsibility of informing by telephone or telegraph:

(a) The immigration office at the port of entry nearest to the territory over which any search or rescue is to be instituted, of the intended operation, furnishing it with details concerning the purpose of the flight; the identification markings of each aircraft; and the number of persons comprising the crew of each aircraft.

(b) The customs office nearest to the territory over which any search or rescue is to be instituted, of the intended operation, giving details concerning the territory to be searched; the possible duration of the stay of the aircraft; the identification markings of each aircraft; and the number of persons comprising the crew of each aircraft.

(2) That, should a landing be made by public aircraft of one country in the territory of the other in the course of such emergency search or rescue, an oral or telephonic report shall be made to the nearest Collector of Customs so that he may assist, in any way possible, in connection with any special importation required in the search or rescue operations. This report may be made by the Rescue Coordination Centre organizing the operation, or by the pilots concerned, whichever would best serve the interests of the rescue operations involved.

(3) That, should any merchandise carried, in the aircraft in question, from one country to the other in the course of such search or rescue, remain in the latter country on conclusion of an operation, such merchandise will be subject to the customs treatment normally accorded in that country to imported merchandise.

3. The term "public aircraft", as used in this Note, refers to aircraft of the Canadian and United States Governments and such other aircraft of United States and Canadian registry as may be brought under the control of a Rescue Coordination Centre in either country for the purposes of an emergency search or rescue operation.

4. If your Government concurs in the foregoing proposals, it is the desire of my Government that this Note, together with your reply agreeing thereto, constitute an agreement between our two Governments that is to be effective from the date of your reply and to remain in force until sixty days after either party to the agreement has signified to the other a desire to terminate it.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG

The Honourable DEAN ACHESON,  
*Secretary of State,*  
*Washington, D.C.*

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*The Under Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*Jan 31 1949*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note No. 35 of January 24, 1949, referring to the discussions that have taken place in the Permanent Joint Board on Defense with regard to the necessity of ensuring

adequate cooperation between our two Governments in Air Search and Rescue operations along our common boundary, and to this end proposing:

2. As a result of the conclusions reached in the course of these discussions, my Government wishes to propose:

(1) That, in future, public aircraft of Canada or the United States which are engaged in emergency Air Search and Rescue operations, be permitted to enter or leave either country without being subject to the immigration or customs formalities normally required by the Government of either country, provided that the Rescue Coordination Centre involved in the search or rescue, either directly or through some person delegated by it, assumes the responsibility of informing by telephone or telegraph:

(a) The immigration office at the port of entry nearest to the territory over which any search or rescue is to be instituted, of the intended operation, furnishing it with details concerning the purpose of the flight; the identification markings of each aircraft; and the number of persons comprising the crew of each aircraft.

(b) The customs office nearest to the territory over which any search or rescue is to be instituted, of the intended operation, giving details concerning the territory to be searched; the possible duration of the stay of the aircraft; the identification markings of each aircraft; and the number of persons comprising the crew of each aircraft.

(2) That, should a landing be made by public aircraft of one country in the territory of the other in the course of such emergency search or rescue, an oral or telephonic report shall be made to the nearest Collector of Customs so that he may assist, in any way possible, in connection with any special importation required in the search or rescue operations. This report may be made by the Rescue Coordination Centre organizing the operation, or by the pilots concerned, whichever would best serve the interests of the rescue operations involved.

(3) That, should any merchandise carried, in the aircraft in question, from one country to the other in the course of such search or rescue, remain in the latter country on conclusion of an operation, such merchandise will be subject to the customs treatment normally accorded in that country to imported merchandise.

3. The term "public aircraft", as used in this Note, refers to aircraft of the Canadian and United States Governments and such other aircraft of United States and Canadian registry as may be brought under the control of a Rescue Coordination Centre in either country for the purposes of an emergency search or rescue operation.

In reply I have the honor to inform Your Excellency that the Government of the United States concurs in the foregoing proposals and agrees that Your



Excellency's note and this reply shall be regarded as constituting an agreement between our two Governments that is to be effective from this date and shall remain in force until sixty days after either party to the agreement has signified to the other a desire to terminate it.

Accept, Excellency, the renewed assurances of my highest consideration.

JAMES E. WEBB

His Excellency

H. H. WRONG,

*Ambassador of Canada.*



## LEND-LEASE SETTLEMENT

*Exchange of notes at Washington March 14, 1949  
Entered into force March 14, 1949*

63 Stat. 2432; Treaties and Other  
International Acts Series 1925

*The Secretary of State to the Canadian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
March 14, 1949

### EXCELLENCY:

I have the honor to refer to discussions which representatives of my Government have concluded with representatives of your Government looking toward the final settlement of various outstanding accounts for the wartime procurement of supplies and services by and for our two Governments. The purpose of these discussions was to achieve a settlement of disputed and other unsettled claims remaining from the wartime supply and procurement programs of our two Governments and to obviate the necessity for long continued accounting over the details of the remaining claims. I am informed that agreement has now been reached respecting settlement for such claims and accounts, in accordance with the following terms:

1. The sums deposited by the Government of Canada with the United States Treasury Department to cover the cost of supplies and services furnished under lend-lease and related programs, including the "Canpay" program, have exceeded the cost of such supplies and services by the sum of \$3,675,000. This amount has accordingly been refunded by the Government of the United States to the Government of Canada.

2. The claims and accounts described in paragraphs (a) and (b) below are deemed settled or are waived. Neither Government shall be obligated to make any payment or give any other consideration to the other Government in respect of such claims and accounts.

(a) Claims and accounts connected with or incidental to the conduct of World War II arising out of the furnishing or procurement of supplies and services by or for either Government after March 11, 1941 and prior to April 1, 1946.

(b) Claims and accounts arising at any time out of the United States Lend-Lease program or the program of War Supplies, Ltd., procurement agency of the Government of Canada.

3. Claims and accounts involving the Commodity Credit Corporation and the Reconstruction Finance Corporation and its subsidiaries are not covered by this settlement.

This note, and your reply indicating the concurrence of your Government, will be regarded as the agreement of our two Governments as set forth above, in force on and after the date of your reply note.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON

His Excellency

HUME WRONG,

*Ambassador of Canada.*

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*The Canadian Ambassador to the Secretary of State*

CANADIAN EMBASSY  
AMBASSADE DU CANADA

WASHINGTON, D.C.

*14th March 1949*

No. 156

SIR,

I have the honor to acknowledge the receipt of your note of today's date concerning the settlement of claims and accounts between our two Governments arising out of wartime procurement of supplies and services.

In reply I have the honor to inform you that the Government of Canada concurs in this settlement as expressed in your note under reference, and in accordance with the suggestion contained therein your note and this reply will be regarded as the Agreement between our two Governments in this matter.

Accept, Sir, the renewed assurances of my highest consideration.

H. H. WRONG

DEAN ACHESON, Esq.,

*Secretary of State of the United States,  
Washington, D.C.*

## AIR TRANSPORT SERVICES: NEWFOUNDLAND

*Exchange of notes at Ottawa March 25 and 28, 1949*

*Entered into force March 28, 1949*

*Terminated by agreement of June 4, 1949*<sup>1</sup>

Department of State files

*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 97

OTTAWA, March 25, 1949

### EXCELLENCY:

I have the honour to refer to your note No. 79 of March 21, 1949, concerning the renegotiation of the Bilateral Air Transport Agreement between the Governments of the United States of America and Canada.

I am pleased to learn that your Government is now prepared to participate in discussions with the Canadian Government with a view to concluding the new Bilateral Air Transport Agreement and that your Government does not perceive any insurmountable problems which would prevent the conclusion of a mutually satisfactory Agreement.

Since it is not feasible for such negotiations to begin before April 1, 1949,<sup>2</sup> I have been instructed to inform you that the Canadian Government, pending the revision of a new bilateral agreement, will extend, until June 30, 1949, the present operating rights which the United States air carriers enjoy at Gander, Newfoundland. To conform with Canadian laws, it will be necessary for these United States carriers to obtain a temporary permit at once from the Air Transport Board for the period of this extension.

You will appreciate that the Canadian Government would prefer to formalize this arrangement by an exchange of notes. If the foregoing is acceptable to the Government of the United States of America, this note and

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<sup>1</sup> TIAS 1934, *post*, p. 492.

<sup>2</sup> Newfoundland became a Province of Canada on Apr. 1, 1949.

your reply thereto accepting this proposal shall be regarded as a temporary understanding between the two Governments concerning this matter.

Accept, Excellency, the renewed assurances of my highest consideration.

ESCOTT REID  
for  
*the Secretary of State  
for External Affairs*

His Excellency the Hon. LAURENCE A. STEINHARDT,  
*Ambassador of the United States of America,  
American Embassy,  
Ottawa.*

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*The American Ambassador to the Secretary of State for External Affairs*

No. 82

OTTAWA, CANADA, *March 28, 1949.*

EXCELLENCY:

I have the honor to refer to your note No. 97 of March 25, 1949, concerning the re-negotiation of the Bilateral Air Transport Agreement between the Governments of the United States and Canada.

I have been instructed to inform Your Excellency that the Government of the United States accepts the proposal contained in your note under acknowledgment, and it is my understanding that this acceptance constitutes a temporary agreement between the two governments concerning this matter.

Please accept, Excellency, the renewed assurances of my highest consideration.

LAURENCE A. STEINHARDT

His Excellency the Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

## JOINT INDUSTRIAL MOBILIZATION COMMITTEE

*Exchange of notes at Ottawa April 12, 1949*  
*Entered into force April 12, 1949*

63 Stat. 2331; Treaties and Other  
International Acts Series 1889

*The American Ambassador to the Secretary of State for External Affairs*

AMERICAN EMBASSY  
*Ottawa, Canada, April 12, 1949*

No. 93

### EXCELLENCY:

I have the honor to inform Your Excellency that the common interests of Canada and the United States in Defence, their proximity and the complementary characteristics of their resources clearly indicate the advantages of coordinating their plans for industrial mobilization, in order that the most effective use may be made of the productive facilities of the two countries.

The functions of the Department of Trade and Commerce and the Industrial Defence Board in Canada and those of the National Security Resources Board and the Munitions Board in the United States suggest that, for the present, it would be appropriate to use these Agencies to assist the two Governments in coordinating their Industrial Mobilization Plans.

Therefore, my Government wishes to propose that the two Governments agree:

(a) That a Joint Industrial Mobilization Committee be now constituted consisting, on the United States side, of the Chairman of the National Security Resources Board and the Chairman of the Munitions Board and, on the Canadian side, of the Chairman of the Industrial Defence Board and a Senior Official of the Department of Trade and Commerce:

(b) That the Joint Committee:

(i) Exchange information with a view to the coordination of the plans of the United States and Canada for Industrial Mobilization;

(ii) Consider what recommendations in the field of Industrial Mobilization planning, in areas of common concern, should be made to each Government;

(iii) Be empowered to organize Joint Sub-Committees from time to time to facilitate the discharge of its functions;

(iv) Be responsible for cooperation with the Permanent Joint Board on Defence on matters of Industrial Mobilization.

If your Government is agreeable to the above Proposals, it is understood that this Note, together with your Note in reply agreeing thereto, shall constitute an agreement between our two Governments which shall enter in force on the date of your reply and shall remain in force indefinitely subject to termination by either Government at any time on giving six months' notice.

Please accept, Excellency, the renewed assurances of my highest consideration.

LAURENCE A. STEINHARDT

His Excellency the Honorable

THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 113

OTTAWA, *April 12, 1949*

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's note No. 93 of April 12, 1949, in which you inform me that the Government of the United States of America wishes to propose that our two Governments agree:

[For terms of agreement, see paragraphs (a) and (b) of U.S. note, above.]

2. I have the honour to inform Your Excellency that the Government of Canada concurs in the foregoing proposals and agrees that Your Excellency's note and this reply shall constitute an agreement between our two Governments which shall enter into force on this day and shall remain in force indefinitely, subject to termination by either Government at any time on giving six months' notice.

Accept, Excellency, the renewed assurances of my highest consideration.

L. B. PEARSON  
*Secretary of State for  
External Affairs*

His Excellency, The Hon. LAURENCE A. STEINHARDT,  
*Ambassador of the United States of America,  
Embassy of the United States of America,  
100 Wellington Street,  
Ottawa.*

## USE BY CIVIL AIRCRAFT OF STEPHENVILLE AND ARGENTIA MILITARY BASES

*Exchange of notes at Ottawa June 4, 1949, with text of agreement  
Entered into force June 4, 1949*

63 Stat. 2486; Treaties and Other  
International Acts Series 1933

*The American Ambassador to the Secretary of State for External Affairs*

AMERICAN EMBASSY  
*Ottawa, Canada, June 4, 1949*

No. 134

### EXCELLENCY:

I have the honor to refer to the Agreement (hereinafter referred to as "Bases Agreement") made on March 27, 1941,<sup>1</sup> between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, and to related documents 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.

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 the 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".

As a result of the Union which became effective on April 1, 1949, the Government of Canada has replaced the Government of Newfoundland in the making of laws for certain purposes including the regulation of civil aviation.

In the circumstances I have the honor to propose that an Agreement providing for the use by civil aircraft of the United States military air Bases at Stephenville and Argentia be entered into as follows:

### ARTICLE I

The air Base at Stephenville shall be available for use in lieu of Gander

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<sup>1</sup> EAS 235, *post*, UNITED KINGDOM.

Airfield for civil aircraft engaged in international civil aviation and otherwise authorized by the Government of Canada to use Gander Airfield for traffic or non-traffic stops.

(a) at such times as the responsible Canadian authorities at Gander shall determine that operational conditions do not permit the landing or take-off of such civil aircraft under regular operating practices at Gander Airfield or

(b) at such times as the operating minima established by the country of registry of such aircraft do not permit the use of Gander Airfield in accordance with regular operating practices;

Provided that the country of registry of such aircraft maintains satisfactory civil aviation relations with the United States and Canada.

## ARTICLE II

The air Base at Stephenville may be used by civil aircraft of Canadian nationality engaged in domestic air services within Canada.

## ARTICLE III

The air Base at Argentia may be used as an alternate by civil aircraft of Canadian nationality engaged in domestic scheduled air services within Canada at such times as the operating minima established by the Government of Canada for the civil use of the airport at Torbay do not permit the use of Torbay Airfield by such aircraft.

## ARTICLE IV

In the light of the military nature of the air Bases at Stephenville and Argentia the two Contracting Parties agree that the exercise of the rights granted by this Agreement shall be subject to such nondiscriminatory rules, regulations and practices (including the right to limit or suspend civil air operations, or to impose conditions or restrictions of a continuing or temporary nature) with respect to the control of civil aviation as may be established by the National Military Establishment of the United States of America, or any duly authorized representative thereof, in the interest of defense and security, or because of safety, operational or logistic factors, or availability of space, facilities or services.

## ARTICLE V

The Government of Canada for reasons of security or defense may close the Bases at Stephenville and Argentia to civil use provided that civil aircraft operating for strictly military purposes under the supervision of the United States National Military Establishment will not be affected.



## ARTICLE VI

In light of the military nature of the air bases at Stephenville and Argentia, the civil air operations authorized by this Agreement shall be subject to and conditioned upon the establishment of necessary arrangements between the administrative authorities of the two Contracting Parties concerning security control, customs, immigration and similar services, and both Contracting Parties engage to use their best efforts to arrive at such arrangements at the earliest possible date; provided, however, that no obligation is assumed by the Government of the United States of America to provide housing, messing, transportation, or any other passenger or traffic service required in connection with the civil aviation operations authorized by this Agreement. Civil aviation operations at Stephenville and Argentia provided for in this Agreement shall not be initiated until the operators of civil aircraft authorized pursuant to this Agreement shall have made adequate provision of all terminal facilities, including servicing, maintenance, passenger and cargo, customs, immigration and health, which they require.

If these proposals are acceptable to the Government of Canada this note, and your reply thereto accepting the proposals, shall be regarded as placing on record the understanding arrived at between the two Governments concerning this matter.

Please accept, Excellency, the renewed assurances of my highest consideration.

LAURENCE A. STEINHARDT

His Excellency the Honorable  
THE SECRETARY OF STATE  
FOR EXTERNAL AFFAIRS,  
*Ottawa.*

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*The Secretary of State for External Affairs to the American Ambassador*

DEPARTMENT OF  
EXTERNAL AFFAIRS  
CANADA

No. 182

OTTAWA, June 4, 1949

EXCELLENCY:

I have the honour to acknowledge your Note No. 134 of June 4, 1949, in which you propose that an agreement be entered into between the Governments of the United States and Canada relating to civil aviation at the Leased Bases in Newfoundland.

The agreement as proposed in your Note is acceptable to the Government

of Canada. Your Note and this reply are regarded as placing on record the understanding arrived at between the two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

A. D. P. HEENEY  
*for Secretary of State  
for External Affairs*

His Excellency the Honourable

LAURENCE A. STEINHARDT,

*Ambassador of the United States of America,  
100 Wellington Street,  
Ottawa.*

## AIR TRANSPORT SERVICES

*Agreement signed at Ottawa June 4, 1949, with annex and route schedules*

*Entered into force June 4, 1949*

*Amended by agreements of November 22 and December 20, 1955,<sup>1</sup> and April 9, 1959<sup>2</sup>*

*Superseded by agreement of January 17, 1966<sup>3</sup>*

63 Stat. 2489; Treaties and Other  
International Acts Series 1934

### AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CANADA

The Government of the United States of America and the Government of Canada, hereinafter called the Contracting Parties, having ratified the Convention on International Civil Aviation signed at Chicago on December 7, 1944,<sup>4</sup> and desiring to conclude an agreement to further promote commercial air services in a manner best suited to foster world-wide international air transport, have accordingly appointed authorized representatives for this purpose, who have agreed as follows:

#### ARTICLE 1

For the purpose of the present Agreement, and its Annex, except where the text provides otherwise:

(A) The term "aeronautical authorities" shall mean in the case of the United States of America, the Civil Aeronautics Board and any person or agency authorized to perform the functions exercised at the present time by the Civil Aeronautics Board and, in the case of Canada, the Minister of Transport and the Air Transport Board or any person or agency authorized to perform the functions exercised at present by the said Minister and said Board.

(B) The term "territory" shall have the meaning given to it by Article 2 of the Convention on International Civil Aviation, signed at Chicago on December 7, 1944.

<sup>1</sup> 6 UST 6065; TIAS 3456.

<sup>2</sup> 10 UST 773; TIAS 4213.

<sup>3</sup> 17 UST 201; TIAS 5972.

<sup>4</sup> TIAS 1591, *ante*, vol. 3, p. 944.

(C) The definitions contained in Article 96 of the Convention on International Civil Aviation signed at Chicago on December 7, 1944 shall be applied to the present Agreement.

#### ARTICLE 2

Each contracting party grants to the other contracting party the rights specified in this Agreement and the Annex thereto for the purpose of establishing the international air services therein described, whether such services be placed in operation immediately or at a later date at the option of the contracting party to whom the rights are granted.

#### ARTICLE 3

Any air service described in the Annex hereto may be placed in operation as soon as the contracting party to whom the rights have been granted has designated an airline or airlines to operate such service, and has so notified the other contracting party. Each contracting party reserves the right to withdraw at any time the designation of an airline and substitute the designation of another. The contracting party granting the rights shall, subject to Article 7 hereof, be bound to give, with a minimum of procedural delay, the appropriate operating permission to the airline or airlines concerned; provided that the airline or airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by those authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such operation shall be subject to the approval of the competent military authorities.

#### ARTICLE 4

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of the airlines of such contracting party shall, with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered, be accorded the same treatment as that applying to national airlines engaged in international services and to airlines of the most-favored-nation.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

(d) Each of the contracting parties agrees not to give a preference to its own airlines against the airlines of the other state in the application of its customs, immigration, quarantine and similar regulations or in the use of airports, airways or other facilities.

#### ARTICLE 5

Certificates of airworthiness, certificates of competency and licenses for aircraft and personnel to be used in operating the services described in this Agreement and its Annex issued or rendered valid by one contracting party and still in force shall be recognized as valid by the other contracting party. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

#### ARTICLE 6

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the airlines designated by the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, or while within the territory of the first party.

#### ARTICLE 7

Notwithstanding the provisions of Article 10 of this Agreement, each contracting party reserves the right to withhold or revoke permission to exercise the rights specified in this Agreement and the Annex thereto by an airline designated by the other contracting party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other contracting party, or in case of failure by such airline or the government designating such airline to comply with the laws and

regulations referred to in Article 6 hereof, or otherwise to perform its obligations hereunder or to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

#### ARTICLE 8

This Agreement shall be registered with the International Civil Aviation Organization.

#### ARTICLE 9

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an airline of the other contracting party shall continue in force in accordance with the terms under which such rights and privileges were granted.

#### ARTICLE 10

Either of the contracting parties may at any time notify the other of its intention to terminate the present Agreement. Such a notice shall be sent simultaneously to the International Civil Aviation Organization. In the event such communication is made, this Agreement shall terminate one year after the date of receipt of the notice to terminate, unless by agreement between the contracting parties the communication under reference is withdrawn before the expiration of that time. If the other contracting party fails to acknowledge receipt, notice shall be deemed as having been received 14 days after its receipt by the International Civil Aviation Organization.

#### ARTICLE 11

If either of the contracting parties considers it desirable to modify any provision of this Agreement or the Annex thereto, 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 mutually agree on new or revised conditions affecting the Agreement or the Annex thereto, their recommendations on the matter will come into effect after they have been confirmed by an exchange of notes between the contracting parties.

#### ARTICLE 12

If a general multilateral air transport Convention accepted by both contracting parties enters into force, the present Agreement shall be amended so as to conform with the provisions of such Convention.

#### ARTICLE 13

Except as otherwise provided in this Agreement or its Annex, any dispute between the contracting parties relative to the interpretation or application of this Agreement or its Annex, which cannot be settled through consultation,

shall be submitted for an advisory report to a tribunal of three arbitrators, one to be named by each contracting party, and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either contracting party. Each of the contracting parties shall designate an arbitrator within two months of the date of delivery by either party to the other party of a note requesting arbitration of a dispute; and the third arbitrator shall be agreed upon within one month after such period of two months. If the third arbitrator is not agreed upon, within the time limitation indicated, the vacancy thereby created shall be filled by the appointment of a person, designated by the President of the Council of ICAO, from a panel of arbitral personnel maintained in accordance with the practice of ICAO. The executive authorities of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such advisory report. The expenses of the arbitral tribunal shall be borne in equal parts by the parties.

#### ARTICLE 14

This Agreement supersedes that relating to civil air transport effected by an Exchange of Notes of February 17, 1945,<sup>5</sup> amended by an Exchange of Notes of April 10 and 12, 1947,<sup>6</sup> provided that in any case in which an air service authorized under the former Agreement is also provided for in the Annex to this Agreement, an airline duly authorized by both parties to operate the said service shall be deemed to have been duly authorized to operate the said service under this Agreement, and in accordance therewith.

#### ARTICLE 15

This Agreement, including the provisions of the Annex thereto, will come into force on the day it is signed.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done in duplicate at Ottawa, this 4th day of June, 1949.

For the Government of the United States of America:

RUSSELL B. ADAMS

For the Government of Canada:

JOHN R. BALDWIN

#### ANNEX

##### SECTION I

The Government of Canada grants to the Government of the United States of America the right to conduct, by one or more airlines of United

<sup>5</sup> EAS 457, *ante*, p. 388.

<sup>6</sup> TIAS 1619, *ante*, p. 441.



States nationality designated by the latter country, the international air services specified in Schedule One hereof.

## SECTION II

The Government of the United States of America grants to the Government of Canada the right to conduct, by one or more airlines of Canadian nationality designated by the latter country, the international air services specified in Schedule Two hereof.

## SECTION III

One or more airlines designated by each of the contracting parties under the conditions provided in this Agreement will enjoy, in the territory of the other contracting party, rights of transit and of stops for non-traffic purposes, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at the points enumerated in the Schedules hereof.

## SECTION IV

The air transport facilities available to the traveling public under this Agreement and Annex shall bear a close relationship to the requirements of the public for such transport.

## SECTION V

There shall be a fair and equal opportunity for the airlines of the contracting parties to operate between their respective territories (as defined in the Agreement) the international air services covered by this Agreement and Annex.

## SECTION VI

In the operation by the airlines of either contracting party of the services described in the present Annex, the interest of the airlines of the other contracting party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

## SECTION VII

It is the understanding of both contracting parties that services provided by a designated airline under this Agreement and Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country of which such airline is a national and the country of ultimate destination of the traffic. The right to embark or disembark on such services international traffic destined for and coming from third countries at a point or points on the routes specified in this Annex shall be applied in accordance with the general principles of orderly development to which both



contracting parties subscribe and shall be subject to the general principle that capacity should be related:

- (a) to traffic requirements between the country of origin and the countries of destination;
- (b) to the requirements of through airline operation; and
- (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.

#### SECTION VIII

It is the intention of both contracting parties that there should be regular and frequent consultation between their respective aeronautical authorities (as defined in the Agreement) and that there should thereby be close collaboration in the observance of the principles and the implementation of the provisions outlined in the present Agreement and Annex.

#### SECTION IX

(A) The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airlines, as well as the characteristics of each service.

(B) The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in Canadian territory referred to in the attached Schedules shall, consistent with the provisions of the present Agreement and its Annex, be subject to the approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under the present Annex, within the limits of their legal powers.

(C) Any rate proposed by the airline or airlines of either contracting party shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of both contracting parties.

(D) The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association (hereinafter called IATA), for a period ending in February 1950, any rate agreements concluded through this machinery during this period and involving United States airlines will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of Canada pursuant to the principles enunciated in paragraph (B) above.

(E) The contracting parties agree that the procedure described in paragraphs (F), (G) and (H) of this Section shall apply:

1. If, during the period of the Civil Aeronautics Board's approval of the IATA traffic 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. If either contracting party at any time withdraws or fails to renew its approval of that part of the IATA traffic conference machinery relevant to this Section.

(F) 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, and corresponding powers are available to the aeronautical authorities of Canada, 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 airlines 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 airline or airlines 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 rate proposed by the airline or airlines of the other contracting party, it shall so notify the other contracting party prior to the expiry of the first fifteen (15) of the thirty (30) days referred to, and the contracting parties shall endeavor to reach agreement on the appropriate rate.

In the event that such agreement is reached, each contracting party will exercise its statutory authority to put such rate into effect as regards its airline or airlines.

If agreement has not been reached at the end of the thirty (30) day period referred to in paragraph (C) above, the proposed rate may, unless the aeronautical authorities of the country of the airline concerned see fit to suspend its application, go into effect provisionally pending the settlement of any dispute in accordance with the procedure outlined in paragraph (H) below.

(G) Until such power is available to the aeronautical authorities of both the United States and Canada, if one of the contracting parties is dissatisfied with any rate proposed by the airline or airlines 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 (15) of the thirty (30) day period referred to in paragraph (C) above, and the contracting parties shall endeavor 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 airline or airlines.

It is recognized that if no such agreement can be reached prior to the expiry of such thirty (30) days, the contracting party raising the objection to the rate may take such steps as it may consider necessary to prevent the application of the offending rates with respect to its territory.

(H) When in any case under paragraphs (F) and (G) 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 airline or airlines of the other contracting party, the terms of Article 13 of this Agreement shall apply.

#### SECTION X

Additional traffic stops may be made in the territory of the contracting party which designates an airline at the election of that party provided that such stops be between the specified terminals and in reasonable proximity to the direct route connecting them. Points on any of the specified routes may at the option of the designated airline be omitted on any and all flights.

#### SCHEDULE 1

An airline or airlines designated by the Government of the United States shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make landings in Canada at the points specified in this paragraph:

Seattle	— Whitehorse
Seattle	— Vancouver
Fairbanks	— Whitehorse
Great Falls	— Lethbridge
Great Falls	— Edmonton
Fargo	— Winnipeg
Washington	— Montreal
Washington	— Ottawa
New York	— Toronto
New York	— Montreal
New York	— Ottawa
Either New York or Boston	— Quebec
Boston	— Montreal
Boston	— Moncton
United States	— Edmonton-Alaska and beyond
United States	— Gander-Europe (including Azores) and beyond

In addition to the points enumerated above, an airline or airlines of the United States will be authorized to stop in Windsor or any domestic service for which they are now or in the future may be authorized by the United States Government to serve Detroit.

In consideration of the special circumstances existing on the routes from New York and Washington to Montreal and Ottawa the Government of Canada agrees that the designated airline or airlines of the United States may serve both Canadian points on the same flights, provided that the carrier or carriers shall exercise no cabotage rights in Canada. Similarly in consideration of the special circumstances existing on the routes from Great Falls to Lethbridge and Edmonton the Government of Canada agrees that the designated airline or airlines of the United States may serve both Canadian points on the same flights, provided that the carrier or carriers shall exercise no cabotage rights in Canada.

## SCHEDULE 2

An airline or airlines designated by the Government of Canada shall be entitled to operate air services on each of the air routes specified via intermediate points, in both directions, and to make landings in the United States at the points specified in this paragraph:

Victoria	— Seattle
Whitehorse	— Fairbanks
Winnipeg	— Sault Ste. Marie, Michigan-Toronto
Toronto	— Chicago
Toronto	— Cleveland
Toronto	— New York
Montreal	— New York
Halifax	— Boston
Canada	— Honolulu-Australasia and beyond
Canada	— Tampa/St. Petersburg- Bahamas and/or points in the Carib- bean and beyond

In addition to the points enumerated above, an airline or airlines of Canada will be authorized to stop in Detroit on any domestic service for which they are now or in the future may be authorized by the Canadian Government to serve Windsor.

## POSTWAR DISPOSITION OF DEFENSE FACILITIES

*Exchange of notes at Ottawa June 17 and 18, 1949*  
*Entered into force June 18, 1949*

[For text, see 2 UST 2272; TIAS 2352.]

## Central American Federation

### PEACE, AMITY, COMMERCE, AND NAVIGATION

*Treaty signed at Washington December 5, 1825*

*Senate advice and consent to ratification December 29, 1825*

*Ratified by the President of the United States January 16, 1826*

*Ratified by the Central American Federation July 29, 1826*

*Ratifications exchanged at Guatemala August 2, 1826*

*Entered into force August 2, 1826*

*Proclaimed by the President of the United States October 28, 1826*

*Articles relating to commerce and navigation expired August 2, 1838*

*Federation terminated 1847*<sup>1</sup>

8 Stat. 322; Treaty Series 39<sup>2</sup>

#### GENERAL CONVENTION OF PEACE, AMITY, COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA AND THE FEDERATION OF THE CENTRE OF AMERICA

The United States of America, and the Federation of the Centre of America desiring to make firm and permanent the peace and friendship which happily prevails between both nations, have resolved to fix, in a manner clear, distinct, and positive, the rules which shall in future be religiously observed between the one and the other, by means of a Treaty or general Convention of Peace, Friendship, Commerce and Navigation.

For this most desirable object, the President of the United States of America has conferred full powers on Henry Clay, their Secretary of State, and the Executive Power of the Federation of the Centre of America on Antonio Jose Cañas, a Deputy of the constituent National Assembly for the Province of San Salvador, and Envoy Extraordinary and Minister Pleni-

<sup>1</sup> A congressional decree of May 30, 1838, granting the constituent states (now the Republics of Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua) freedom of action in most important matters, led to practical dissolution of the Federation in 1839 and to complete termination by 1847 (3 Miller 234).

<sup>2</sup> For a detailed study of this treaty, see 3 Miller 209.

potentiary of that Republic near the United States, who after having exchanged their said full powers in due and proper form, have agreed to the following Articles:

ARTICLE 1<sup>st</sup>

There shall be a perfect, firm, and inviolable peace and sincere friendship between the United States of America and the Federation of the Centre of America, in all the extent of their possessions and territories, and between their people and Citizens respectively, without distinction of persons or places.

ARTICLE 2<sup>d</sup>

The United States of America and the Federation of the Centre of America 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 favour 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<sup>d</sup>

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 kind 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<sup>th</sup>

They likewise agree, that whatever kind of produce, manufacture or merchandize of any foreign country can be, from time to time, lawfully imported into the United States, in their own vessels, may be also imported in vessels of the Federation of the Centre of America; and that no higher or other duties, upon the tonnage of the vessel, or her cargo, shall be levied and collected, whether the importation be made in vessels of the one country or of the other. And in like manner that whatever kind of produce, manufactures or merchandize of any foreign country can be, from time to time, lawfully imported into the Central Republic, in its own vessels, may be also imported



in vessels of the United States; and that no higher or other duties, upon the tonnage of the vessel, or her cargo, shall be levied and collected, whether the importation be made in vessels of the one country or of the other. And they further agree that whatever may be lawfully exported or re-exported from the one country, in its own vessels, to any foreign country, may, in like manner, be exported or re-exported in the vessels of the other country. And the same bounties, duties and drawbacks shall be allowed and collected, whether such exportation or re-exportation be made in vessels of the United States or of the Central Republic.

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

No higher or other duties shall be imposed on the importation into the United States of any articles, the produce or manufactures of the Federation of the Centre of America, and no higher or other duties shall be imposed on the importation into the Federation of the Centre of America of any articles, the produce or manufactures 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 Federation of the Centre of America, 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 Federation of the Centre of America, to or from the territories of the United States, or to or from the territories of the Federation of the Centre of America, which shall not equally extend to all other nations.

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

It is likewise agreed that it shall be wholly free for all merchants, commanders of ships, and other Citizens of both countries, to manage, themselves, their own business in all the ports and places subject to the jurisdiction of each other, as well with respect to the consignment and sale of their goods and merchandize by wholesale or retail, as with respect to the loading, unloading, and sending off their ships, they being in all these cases to be treated as Citizens of the country in which they reside, or at least to be placed on a footing with the subjects or Citizens of the most favoured nation.

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

The Citizens of neither of the contracting parties shall be liable to any embargo, nor be detained with their vessels, cargoes, merchandize or effects, for any military expedition, nor for any public or private purpose whatever, without allowing to those interested a sufficient indemnification.



ARTICLE 8<sup>th</sup>

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 9<sup>th</sup>

All the ships merchandize, and effects belonging to the Citizens of one of the contracting parties, which may be captured by pirates, whether within the limits of its jurisdiction or on the high seas, and may be carried or found in the rivers, roads, bays, ports, or dominions, of the other, shall be delivered up to the owners, they proving in due and proper form their rights before the competent tribunals; it being well understood that the claims should be made within the term of one year by the parties themselves, their attorneys, or agents of the respective Governments.

ARTICLE 10<sup>th</sup>

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.

ARTICLE 11<sup>th</sup>

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, and exempt from all duties of detraction, on the part of the Government of the respective States.

ARTICLE 12<sup>th</sup>

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 in the said trials.

ARTICLE 13<sup>th</sup>

It is likewise agreed that the most perfect and entire security of conscience shall be enjoyed by the Citizens of both the contracting parties in the countries subject to the jurisdiction of the one and the other, without their being liable to be disturbed or molested on account of their religious belief, so long as they respect the laws and established usages of the country. Moreover, the bodies of the Citizens of one of the contracting parties, who may die in the territories of the other, shall be buried in the usual burying grounds, or in other decent and suitable places, and shall be protected from violation or disturbance.

ARTICLE 14<sup>th</sup>

It shall be lawful for the Citizens of the United States of America and of the Federation of the Centre of America to sail with their ships, with all manner of liberty and security, no distinction being made, who are the proprietors of the merchandize laden thereon, from any port to the places of those who now are or hereafter shall be at enmity with either of the contracting parties. It shall likewise be lawful for the Citizens aforesaid to sail with the ships and merchandize beforementioned, 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, beforementioned, to neutral places, but also from one place belonging to an enemy to another place belonging to an enemy, whether they be under the jurisdiction of one power or under several. And it is hereby stipulated, that free ships shall also give freedom to goods, and that every thing shall be deemed to be free and exempt, which shall be found on board the ships belonging to the Citizens of either of the contracting parties, although the whole lading, or any part thereof, should appertain to the enemies of either, contraband goods being always excepted. It is also agreed, in like manner, that the same liberty be extended to persons who are

on board a free ship, with this effect, that although they be enemies to both or either party, they are not to be taken out of that free ship, unless they are officers or soldiers, and in the actual service of the enemy: Provided, however, and it is hereby agreed, that the stipulations in this article contained, declaring that the flag shall cover the property, shall be understood as applying to those powers only who recognize this principle; but if either of the two contracting parties shall be at war with a third, and the other neutral, the flag of the neutral shall cover the property of enemies whose Governments acknowledge this principle, and not of others.

#### ARTICLE 15<sup>th</sup>

It is likewise agreed, that in the case where the neutral flag of one of the contracting parties shall protect the property of the enemies of the other, by virtue of the above stipulation, it shall always be understood that the neutral property found on board such enemy's vessels shall be held and considered as enemy's property, and as such shall be liable to detention and confiscation, except such property as was put on board such vessel before the declaration of war, or even afterwards, if it were done without the knowledge of it; but the contracting parties agree, that two months having elapsed after the declaration, their citizens shall not plead ignorance thereof. On the contrary, if the flag of the neutral does not protect the enemy's property, in that case the goods and merchandize of the neutral, embarked in such enemy's ships, shall be free.

#### ARTICLE 16<sup>th</sup>

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:

1<sup>st</sup> Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fuzes, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberds and grenades, bombs, powder, matches, balls, and all other things belonging to the use of these arms;

2<sup>nd</sup> Bucklers, helmets, breastplates, coats of mail, infantry belts, and clothes made up in the form and for a military use;

3<sup>rd</sup> Cavalry belts, and horses with their furniture;

4<sup>th</sup> And generally all kinds of arms and instruments of iron, steel, brass, and copper, or of any other materials manufactured, prepared, and formed, expressly to make war by sea or land.

#### ARTICLE 17<sup>th</sup>

All other merchandize and things not comprehended in the articles of contraband explicitly enumerated and classified as above, shall be held and

considered as free, and subjects of free and lawful commerce, so that they may be carried and transported in the freest manner by both the contracting parties, even to places belonging to an enemy, excepting only those places which are at that time besieged or blockaded; and to avoid all doubt in this particular, it is declared that those places only are besieged or blockaded which are actually attacked by a belligerent force capable of preventing the entry of the neutral.

#### ARTICLE 18<sup>th</sup>

The articles of contraband, before enumerated and classified, which may be found in a vessel bound for an enemy's port, shall be subject to detention and confiscation, leaving free the rest of the cargo and the ship, that the owners may dispose of them as they see proper. No vessel of either of the two nations shall be detained on the high seas on account of having on board articles of contraband, whenever the master, captain or supercargo of said vessel, will deliver up the articles of contraband to the captor, unless the quantity of such articles be so great and of so large a bulk, that they cannot be received on board the capturing ship without great inconvenience; but in this and in all other cases of just detention, the vessel detained shall be sent to the nearest convenient and safe port, for trial and judgment, according to law.

#### ARTICLE 19<sup>th</sup>

And whereas it frequently happens that vessels sail for a port or place belonging to an enemy, without knowing that the same is besieged, blockaded, or invested, it is agreed, that every vessel so circumstanced may be turned away from such port or place, but shall not be detained, nor shall any part of her cargo, if not contraband, be confiscated, unless, after warning of such blockade or investment from the commanding officer of the blockading forces, she shall again attempt to enter; but she shall be permitted to go to any other port or place she shall think proper. Nor shall any vessel of either, 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 20<sup>th</sup>

In order to prevent all kind of disorder in the visiting and examination of the ships and cargoes of both the contracting parties on the high seas, they have agreed mutually, that whenever a vessel of war, public or private, shall meet with a neutral of the other contracting party, the first shall remain out of cannon shot, and may send its boat with two or three men only in order to execute the said examination of the papers concerning the ownership and cargo of the vessel, without causing the least extortion, violence or ill treat-

ment, for which the commanders of the said armed ships 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 her papers, or for any other purpose whatever.

#### ARTICLE 21<sup>st</sup>

To avoid all kind of vexation and abuse in the examination of the papers relating to the ownership of the vessels belonging to the Citizens of the two contracting parties, they have agreed, and do agree, that in case one of them should be engaged in war, the ships and vessels belonging to the Citizens of the other must be furnished with sea-letters or passports, expressing the name, property, and bulk of the ship, as also the name and place of habitation of the master or commander of said vessel, in order that it may thereby appear, that the ship really and truly belongs to the Citizens of one of the parties; they have likewise agreed that such ships being laden, besides the said sea-letters or passports, shall also be provided with certificates containing the several particulars of the cargo, and the place whence the ship sailed, so that it may be known whether any forbidden or contraband goods be on board the same; which certificates shall be made out by the officers of the place whence the ship sailed, in the accustomed form; without which requisites, said vessel may be detained to be adjudged by the competent tribunal, and may be declared legal prize, unless the said defect shall be satisfied or supplied by testimony entirely equivalent.

#### ARTICLE 22<sup>d</sup>

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 23<sup>d</sup>

It is further agreed that in all cases the established courts for prize causes, in the country to which the prizes may be conducted, shall alone take cognizance of them. And whenever such tribunal of either party shall pronounce 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 said vessel, without any delay, he paying the legal fees for the same.

#### ARTICLE 24<sup>th</sup>

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 co-operating hostilely, with the said enemy, against the said party so at war, under the pain of being treated as a pirate.

#### ARTICLE 25<sup>th</sup>

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 Federation of the Centre of America, shall be respected and maintained in the full enjoyment of their personal liberty and property, unless their particular conduct shall cause them to forfeit this protection, which in consideration of humanity the contracting parties engage to give them.

#### ARTICLE 26<sup>th</sup>

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 27<sup>th</sup>

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 Federation of the Centre of America may find it proper to give to the Ministers and public Agents of any other power, shall by the same act be extended to those of each of the contracting parties.



ARTICLE 28<sup>th</sup>

To make more effectual the protection which the United States and the Federation of the Centre of America 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 29<sup>th</sup>

In order that the Consuls and Vice-Consuls of the two contracting parties may enjoy the rights, prerogatives and immunities, which belong to them, by their public character, they shall, before entering on the exercise of their functions, exhibit their commission or patent, in due form, to the Government to which they are accredited; and having obtained their *Exequatur*, they shall be held and considered as such, by all the authorities, magistrates, and inhabitants, in the Consular district in which they reside.

ARTICLE 30<sup>th</sup>

It is likewise agreed, that the Consuls, their secretaries, officers, and persons attached to the service of Consuls, they not being Citizens of the country in which the Consul resides, shall be exempt from all public service, and also from all kind of taxes, imposts and contributions, except those which they shall be obliged to pay on account of commerce, or their property, to which the Citizens and inhabitants, native and foreign, of the country in which they reside are subject, being in every thing besides subject to the laws of the respective States. The archives and papers of the Consulates shall be respected inviolably, and under no pretext whatever shall any magistrate seize, or in any way interfere with them.

ARTICLE 31<sup>st</sup>

The said Consuls shall have power to require the assistance of the authorities of the country for the arrest, detention, and custody of deserters from the public and private vessels of their country, and for that purpose they shall address themselves to the courts, judges, and officers competent, and shall demand the said deserters in writing, proving by an exhibition of the registers of the vessel or ship's roll, or other public documents, that those men were part of the said crews; and on this demand, so proved, (saving, however, where the contrary is proved,) the delivery shall not be refused. Such deserters, when arrested, shall be put at the disposal of the said Consuls, and may be put in the public prisons at the request and expense of those who reclaim them, to be sent to the ships to which they belonged, or to others of

the same nation. But if they be not sent back within two months, to be counted from the day of their arrest, they shall be set at liberty, and shall be no more arrested for the same cause.

#### ARTICLE 32<sup>d</sup>

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 specially the powers and immunities of the Consuls and Vice Consuls of the respective parties.

#### ARTICLE 33<sup>d</sup>

The United States of America and the Federation of the Centre of America, desiring to make as durable as circumstances will permit, the relations which are to be established between the two parties by virtue of this Treaty or General Convention of Peace, Amity, Commerce and Navigation, have declared solemnly, and do agree to the following points:

1<sup>st</sup> The present Treaty shall remain in full force and virtue for the term of twelve years, to be counted from the day of the exchange of the ratifications, in all the parts relating to commerce and navigation; and in all those parts which relate to peace and friendship, it shall be permanently and perpetually binding on both powers.

2<sup>nd</sup> If any one or more of the Citizens of either party shall infringe any of the articles of this Treaty, such Citizen shall be held personally responsible for the same, and the harmony and good correspondence between the two Nations shall not be interrupted thereby; each party engaging in no way to protect the offender, or sanction such violation.

3<sup>rd</sup> If, (which, indeed, cannot be expected,) unfortunately, any of the articles contained in the present Treaty shall be violated or infringed in any other way whatever, it is expressly stipulated, that neither of the contracting parties will order or authorize any acts of reprisal, nor declare war against the other, on complaints of injuries or damages, until the said party considering itself offended, shall first have presented to the other a statement of such injuries or damages, verified by competent proof, and demanded justice and satisfaction, and the same shall have been either refused or unreasonably delayed.

4<sup>th</sup> Nothing in this Treaty contained shall, however, be construed, or operate contrary to former and existing public Treaties with other Sovereigns or States.

The present Treaty of Peace, Amity, Commerce, and Navigation, shall be approved and ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the Government of the Federation of the Centre of America, and the ratifications shall



be exchanged in the City of Guatemala within eight months 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 Federation of the Centre of America, have signed and sealed these presents.

Done in the City of Washington, on the fifth day of December, in the year of our Lord one thousand eight hundred and twenty five, in the fiftieth year of the Independence of the United States of America, and the fifth of that of the Federation of the Centre of America, in Duplicate.

H. CLAY	[SEAL]
ANTONIO JOSE CAÑAS	[SEAL]

# Ceylon<sup>1</sup>

## EXCHANGE OF PUBLICATIONS

*Exchange of notes at Colombo January 4 and 31, 1949*  
*Entered into force January 31, 1949*

63 Stat. 2356; Treaties and Other  
International Acts Series 1894

*The American Ambassador to the Minister of External Affairs*

AMERICAN EMBASSY  
COLOMBO, CEYLON  
*January 4, 1949*

SIR:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Ceylon in regard to the exchange of official publications, and to inform you that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

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<sup>1</sup> Certain agreements between the United States and the United Kingdom were, or are, applicable also to Ceylon. See *post*, UNITED KINGDOM.

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Ceylon shall be the Office of the Government Printer.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of the Government of Ceylon by the Department of Information.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon the receipt of a note from you indicating that the foregoing provisions are acceptable to the Government of Ceylon, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Sir, the renewed assurance of my highest consideration.

FELIX COLE

*Ambassador of the United States  
of America*

The Honorable

DON S. SENANAYAKE,

*Minister for Defence and External Affairs,  
Colombo.*

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*The Minister of External Affairs to the American Ambassador*

MINISTRY OF EXTERNAL AFFAIRS

SENATE BUILDING

No. POL/6/34

*Colombo (Ceylon), 31st January, 1949*

YOUR EXCELLENCY,

I have the honour to refer to your Note dated the 4th January, 1949, on the subject of the exchange of official publications between the Government of the United States of America and the Government of Ceylon and to inform

Your Excellency that the Government of Ceylon agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

[For text of provisions, see U.S. note, above.]

The Government of Ceylon considers that your Note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this Note.

Accept, Your Excellency, the assurances of my highest consideration.

D. S. SENANAYAKE  
*Minister of External Affairs*

The Honourable FELIX COLE,  
*Ambassador of the United States of America,*  
*Colombo.*

## Chile

### PEACE, AMITY, COMMERCE, AND NAVIGATION

*Treaty and exchange of notes signed at Santiago May 16, 1832; additional and explanatory convention signed at Santiago September 1, 1833*

*Ratified by Chile November 5, 1833*

*Senate advice and consent to ratification of treaty December 19, 1832; of additional convention April 24, 1834*

*Ratified by the President of the United States April 26, 1834*

*Ratifications exchanged at Washington April 29, 1834*

*Entered into force April 29, 1834*

*Proclaimed by the President of the United States April 29, 1834*

*Terminated January 20, 1850, with respect to provisions relating to commerce and navigation*<sup>1</sup>

8 Stat. 434; Treaty Series 40<sup>2</sup>

#### GENERAL CONVENTION OF PEACE, AMITY, COMMERCE, AND NAVIGATION, BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHILE

In the name of God, Author and Legislator of the Universe.

The United States of America, and the Republic of Chile, desiring to make firm and lasting 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 or general convention of peace and friendship, commerce and navigation.

For this most desirable object, the President of the United States of America, by and with the advice and consent of the Senate thereof, has appointed, and conferred full powers on John Hamm, a citizen of said States, and their Chargé d'Affaires near the said Republic; and His Excellency the

<sup>1</sup> Pursuant to notice of termination given by Chile, Jan. 19, 1849.

<sup>2</sup> For a detailed study of this treaty, see 3 Miller 671.

President of the Republic of Chile has appointed Señor Don Andres Bello, a citizen of the said Republic.

And the said Plenipotentiaries, after having mutually produced and exchanged copies of their full powers, in due and proper form, have agreed upon and concluded the following articles, videlicet.

ARTICLE 1. There shall be a perfect, firm, and inviolable peace and sincere friendship between the United States of America and the Republic of Chile, in all the extent of their possessions and territories, and between their people and citizens respectively, without distinction of persons or places.

ARTICLE 2<sup>d</sup> The United States of America and the Republic of Chile, 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. It is understood, however, that the relations and conventions which now exist, or may hereafter exist, between the Republic of Chile and the Republic of Bolivia, the Federation of the Centre of America, the Republic of Colombia, the United States of Mexico, the Republic of Peru, or the United Provinces of the Rio de la Plata, shall form exceptions to this article.<sup>3</sup>

ARTICLE 3<sup>d</sup> The citizens of the United States of America may frequent all the coasts and countries of the Republic of Chile, and reside and trade there, in all sorts of produce, manufactures, and merchandize, and shall pay no other or greater duties, charges, or fees, whatsoever, than the most favoured nation is or shall be obliged to pay; and they shall enjoy all the rights, privileges, and exemptions in navigation and commerce, which the most favoured nation does or shall enjoy, submitting themselves, nevertheless, to the laws, decrees, and usages there established, and to which are submitted the citizens and subjects of the most favoured nations.

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

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<sup>3</sup> See also additional convention, art. 1, p. 529.

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. 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 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 and 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 citizens or subjects of the most favoured nation.

ARTICLE 5. The citizens of neither of the contracting parties shall be liable to any embargo, nor be detained with their vessels, cargoes, merchandize, or effects, for any military expedition, nor for any public or private purpose whatever, without allowing to those interested a sufficient indemnification.

ARTICLE 6. 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 of 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 favor 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 7. All the ships, merchandize and effects belonging to the citizens of one of the contracting parties, which may be captured by pirates, whether within the limits of its jurisdiction or on the high seas, and may be carried or found in the rivers, roads, bays, ports, or dominions of the other, shall be delivered up to the owners, they proving in due and proper form their rights before the competent tribunals; it being well understood, that the claim should be made within the term of one year by the parties themselves, their attorneys, or agents of their respective governments.

ARTICLE 8. When any vessel belonging to the citizens of either of the contracting parties shall be wrecked, foundered, or 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 in the country.

ARTICLE 9. 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, and exempt from any other charges than those which may be imposed by the laws of the country.

ARTICLE 10. 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 in the said trials.<sup>4</sup>

ARTICLE 11. It is likewise agreed that the most perfect and entire security of conscience shall be enjoyed by the citizens of both the contracting parties in the countries subject to the jurisdiction of the one and the other, without their being liable to be disturbed or molested on account of their religious belief, so long as they respect the laws and established usages of the country. Moreover, the bodies of the citizens of one of the contracting parties, who may die in the territories of the other, shall be buried in the usual burying grounds, or in other decent or suitable places, and shall be protected from violation or disturbance.

ARTICLE 12. It shall be lawful for the citizens of the United States of America and of the Republic of Chile to sail with their ships, with all manner of liberty and security, no distinction being made, who are the proprietors of the merchandize laden thereon, from any port to the places of those who now are or hereafter shall be at enmity with either of the contracting parties. It shall likewise be lawful for the citizens aforesaid to sail with the ships and merchandize 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

<sup>4</sup> See also additional convention, art. 2, p. 530.

to an enemy, whether they be under the jurisdiction of the one power, or under several. And it is hereby stipulated, that free ships shall also give freedom to goods, and that every thing shall be deemed to be free and exempt, which shall be found on board the ships belonging to the citizens of either of the contracting parties although the whole lading, or any part thereof, should appertain to the enemies of either, contraband goods being always excepted. It is also agreed, in like manner, that the same liberty be extended to persons who are on board a free ship, with this effect, that although they be enemies to both or either, 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 the principle; but if either of the two contracting parties should 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 13. It is likewise agreed, that in the case where the neutral flag of one of the contracting parties shall protect the property of the enemies of the other, by virtue of the above stipulation, it shall always be understood that the neutral property found on board such enemy's vessels shall be held and considered as enemy's property, and as such shall be liable to detention and confiscation, except such property as was put on board such vessel before the declaration of war, or even afterwards, if it were done without the knowledge of it; but the contracting parties agree, that four 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 enemy's property, in that case, the goods and merchandize of the neutral, embarked in such enemy's ship, shall be free.

ARTICLE 14. This liberty of commerce and navigation shall extend to all kinds of merchandises, excepting those only which are distinguished by the name of contraband, and under this name of contraband, or prohibited goods, shall be comprehended—

1<sup>st</sup> Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fuzees, rifles, carbines, pistols, spikes, swords, sabres, lances, spears, halberds, and grenades, bombs, powder, matches, balls, and all other things belonging to the use of these arms;

2. Bucklers, helmets, breast-plates, coats of mail, infantry belts, and clothes made up in the form and for a military use.

3. Cavalry belts, and horses with their furniture.

4. 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 15. All other merchandise and things not comprehended in the articles of contraband explicitly enumerated and classified as above, shall be held and considered as free, and subjects of free and lawful commerce, so that they may be carried and transported in the freest manner by both the contracting parties, even to places belonging to an enemy, excepting only those places which are at that time besieged or blockaded; and, to avoid all doubt in this particular, it is declared that those places only are besieged or blockaded, which are actually attacked by a belligerent force capable of preventing the entry of the neutral.

ARTICLE 16. The articles of contraband, before enumerated and classified which may be found in a vessel bound for an enemy's port, shall be subject to detention and confiscation leaving free the rest of the cargo and the ship, that the owners may dispose of them as they see proper. No vessel of either of the two nations shall be detained on the high seas on account of having on board articles of contraband, whenever the master, captain, or supercargo of said vessel will deliver up the articles of contraband to the captor, unless the quantity of such articles be so great, and of so large a bulk, that they cannot be received on board the capturing ship without great inconvenience; but in this and in all other cases of just detention, the vessel detained shall be sent to the nearest convenient and safe port, for trial and judgement according to law.

ARTICLE 17. And whereas it frequently happens that vessels sail for a port or place belonging to an enemy, without knowing that the same is besieged, blockaded, or invested, it is agreed, that every vessel so circumstanced, may be turned away from such port or place, but shall not be detained, nor shall any part of her cargo, if not contraband, be confiscated, unless, after warning of such blockade or investment from 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; and if any vessel having thus entered the port before the blockade took place, shall take on board a cargo after the blockade be established, she shall be subject to be warned by the blockading forces, to return to the port blockaded, and discharge the said cargo; and, if after receiving the said warning, the vessel shall persist in going out with the cargo, she shall be liable to the same consequences as a vessel attempting to enter a blockaded port, after being warned off by the blockading forces.

ARTICLE 18. In order to prevent all kinds of disorder in the visiting and examination of the ships and cargoes of both the contracting parties on the high seas, they have agreed, mutually, that whenever a vessel of war, public

or private, shall meet with a neutral of the other contracting party, the first shall remain at the greatest distance compatible with making the visit, under the circumstances of the sea and wind, and the degree of suspicion attending the vessel to be visited, and shall send its smallest boat in order to execute the said examination of the papers concerning the ownership and cargo of the vessel, without causing the least extortion, violence, or ill-treatment, for which the commanders of the said armed ships shall be responsible with their persons and property; for which purpose the commanders of the said private armed vessels shall, before receiving their commissions, give sufficient security to answer for all damages they may commit. And it is expressly agreed, that the neutral party shall, in no case, be required to go on board the examining vessel, for the purpose of exhibiting her papers, or for any other purpose whatever.

ARTICLE 19. 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 shall be engaged in war, the ships and vessels belonging to the citizens of the other must be furnished with sea-letters or passports, expressing the name, property and bulk of the ship, as also the name and place of habitation of the master or commander of said vessel, in order that it may thereby appear, that the ship really and truly belongs to the citizens of one of the parties; they have likewise agreed that, such ships, being laden, besides the sea-letters or passports, shall also be provided with certificates containing the several particulars of the cargo, and the place whence the ship sailed, so that it may be known whether any forbidden or contraband goods be on board the same; which certificates shall be made out by the officers of the place whence the ship sailed, in the accustomed form; without which requisites, said vessel may be detained, to be adjudged by the competent tribunal, and may be declared legal prize, unless the said defect shall be proved to be owing to accident, and be satisfied or supplied by testimony entirely equivalent.

ARTICLE 20. It is further agreed, that the stipulations above expressed, relative to the visiting and examination of vessels, shall apply only to those which sail without convoy; and when said vessels shall be under convoy, the verbal declaration of the commander of the convoy, on his word of honor, that the vessels under his protection belong to the nation whose flag he carries; and when they are bound to an enemy's port, that they have no contraband goods on board, shall be sufficient.

ARTICLE 21. It is further agreed, that in all cases the established courts for prize causes, in the country to which the prizes may be conducted, shall alone take cognizance of them. And whenever such tribunal of either party shall pronounce judgement against any vessel or goods, or property claimed by the citizens of the other party, the sentence or decree shall mention the reasons or motives on which the same shall have been founded, and an authenticated copy of the sentence or decree, and of all the proceedings in the case,

shall, if demanded, be delivered to the commandant or agent of said vessel, without any delay, he paying the legal fees for the same.

ARTICLE 22. 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 co-operating hostilely, with the said enemy, against the said party so at war, under the pain of being treated as a pirate.

ARTICLE 23. If, by any fatality which cannot be expected, and which God forbid, the two contracting parties should be engaged in a war with each other, they have agreed, and do agree, now for then, that there shall be allowed the term of six months to the merchants residing on the coasts and in the ports of each other, and the term of one year to those who dwell in the interior, to arrange their business and transport their effects wherever they please, giving to them the safe conduct necessary for it, which may serve as a sufficient protection until they arrive at the designated port. The citizens of all other occupations who may be established in the territories or dominions of the United States of America, and of the Republic of Chile, 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 24. Neither the debts due from the individuals of the one nation, to the individuals of the other, nor shares, nor money 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 sequestrated or confiscated.

ARTICLE 25. 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 their Envoys, Ministers, and other public agents, the same favors, immunities, and exemptions which those of the most favoured nation do, or shall enjoy; it being understood that whatever favors, immunities, or privileges the United States of America or the Republic of Chile may find it proper to give to the Ministers and public Agents of any other power, shall, by the same act, be extended to those of each of the contracting parties.

ARTICLE 26. To make more effectual the protection which the United States of America and the Republic of Chile 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 nations; 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 27. 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 28. It is likewise agreed, that the Consuls, their secretaries, officers, and persons attached to the service of Consuls, they not being citizens of the country in which the Consul resides, shall be exempt from all public service; and, also, from all kind of taxes, imposts, and contributions, except those which they shall be obliged to pay on account of commerce, or their property, to which the citizens and inhabitants, native and foreign, of the country in which they reside are subject; being in every thing besides subject to the laws of their respective states. The archives and papers of the Consulate shall be respected inviolably; and, under no pretext whatever, shall any magistrate seize, or in any way interfere with them.

ARTICLE 29. The said Consuls shall have power to require the assistance of the authorities of the country for the arrest, detention, and custody of deserters from the public and private vessels of their country; and for that purpose they shall address themselves to the Courts, Judges, and officers competent, and shall demand the said deserters in writing, proving by an exhibition of the registers of the vessel's or ship's roll, or other public documents, that those men were part of 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 prison at the request and expense of those who reclaim them, to be sent to the ships to which they belonged, or to others of the same nation. But if they be not sent back within two months, reckoning from the day of their arrest, they shall be set at liberty, and shall no more be arrested for the same cause. It is understood, however, that if the deserter should be found to have committed any crime or offence, his surrender may be delayed until the tribunal before which the case may be depending, shall have pronounced its sentence, and such sentence shall have been carried into effect.<sup>5</sup>

ARTICLE 30. 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, specially, the powers and immunities of the Consuls and Vice-Consuls of the respective parties.

ARTICLE 31. The United States of America and the Republic of Chile, desiring to make, as durable as circumstances will permit, the relations which are to be established between the two parties, by virtue of this treaty, or general convention of peace, amity, commerce, and

<sup>5</sup> See also additional convention, art. 4, p. 530.

navigation, have declared solemnly, and do agree to the following points:

1<sup>st</sup> The present treaty shall remain in full force and virtue for the term of twelve years, to be reckoned 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 the parts relating to commerce and navigation, shall altogether cease and determine; and in all those parts which relate to peace and friendship, it shall be permanently and perpetually binding on both powers.

2<sup>d</sup> If any one or more of the citizens of either party shall infringe any of the articles of this treaty, such citizen shall be held personally responsible for the same, and the harmony and good correspondence between the nations shall not be interrupted thereby; each party engaging in no way to protect the offender, or sanction such violation.

3<sup>d</sup> If, (which, indeed, cannot be expected,) unfortunately, any of the articles contained in the present treaty shall be violated or infringed in any other way whatever, it is expressly stipulated that neither of the contracting parties will order or authorize any acts of reprisal, nor declare war against the other, on complaints of injuries or damages, until the said party, considering itself offended, shall first have presented to the other a statement of such injuries or damages, verified by competent proof, and demanded justice and satisfaction, and the same shall have been either refused or unreasonably delayed.

4. Nothing in this treaty contained, shall, however, be construed to operate contrary to former and existing public treaties with other sovereigns or states.

The present treaty of peace, amity, commerce and navigation, shall be approved and ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the President of the Republic of Chile, with the consent and approbation of the Congress of the same; and the ratifications shall be exchanged in the City of Washington within nine months, to be reckoned from the date of the signature hereof, or sooner if practicable.<sup>6</sup>

In faith whereof, we, the underwritten Plenipotentiaries of the United States of America, and of the Republic of Chile, have signed, by virtue of our powers, the present treaty of Peace, Amity, Commerce, and Navigation, and have hereunto affixed our Seals, respectively.

<sup>6</sup> See also additional convention, art. 4, p. 530.



Done and concluded, in triplicate, in the City of Santiago, this Sixteenth day of the month of May—in the year of our Lord Jesus Christ one thousand eight hundred and thirty two; and in the fifty sixth year of the Independence of the United States of America, and the Twenty third of that of the Republic of Chile.

JN<sup>o</sup> HAMM [SEAL]  
ANDRES BELLO [SEAL]

#### EXCHANGE OF NOTES

##### *The American Chargé d'Affaires to the Plenipotentiary of Chile*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*Santiago de Chile, May 16<sup>th</sup>, 1832*

The undersigned, Chargé d'Affaires of the United States of America, near the government of Chile, has the honor to represent to Señor Don Andres Bello, that it would have been satisfactory to the government of the United States, if he had, also, been charged with instructions in the negotiation which has just terminated, to treat of the indemnities to the citizens of the United States, in consequence of the seizure and detention; and condemnation of their property and effects by the officers of the government in the ports of the Republic. But as Señor Bello has no instructions to that effect, the undersigned feels it to be his duty, at and before proceeding to the signature of the treaty of peace, amity, commerce and navigation, on which they have agreed, explicitly to declare, that the omission to provide for those indemnifications is not hereafter to be interpreted as being waived or abandoned by the government of the United States, which, on the contrary, it is firmly resolved to persevere in the prosecution of them, until they shall be finally adjusted to the satisfaction of both parties, upon the principles of justice and equity.

And, to guard against any misconception of the fact of the silence of the treaty, in the above particular, or of the views of the American government, the undersigned respectfully requests the favor of Señor Bello, that he will present this official notification to the government of the Republic of Chile.

In conveying these motives to Señor Bello, the undersigned is happy in an occasion of repeating sincere assurances of the sentiments of perfect personal esteem and respect, with which he has the honor to be his most obedient and most humble Servant.

JOHN HAMM

To Señor Don ANDRES BELLO,  
*Plenipotentiary of Chile.*

*The Plenipotentiary of Chile to the American Chargé d'Affaires*

[TRANSLATION]

SANTIAGO DE CHILE, *May 16th, 1832*

The undersigned, Plenipotentiary of the Government of Chile, has the honor to acknowledge the having received Señor Hamm's official notification, under date of the 16th instant, making his declaration of the claims of sundry citizens of the United States of America against the Republic of Chile, and that by the Treaty of Peace, Amity, Commerce, and Navigation as agreed upon and about to be signed, he does not waive or abandon them on the part of the Government of the United States.

Agreeably to his request, the notification as aforesaid will be forthwith laid before His Excellency the President of the Republic.

The undersigned begs Señor Hamm to accept his salutations and assurances of his high respect and distinguished consideration.

ANDRÉS BELLO

To the Honorable Señor JOHN HAMM  
*Chargé d' Affaires and Plenipotentiary  
 of the United States of America,  
 Santiago de Chile*

AN ADDITIONAL AND EXPLANATORY CONVENTION TO THE TREATY OF PEACE, AMITY, COMMERCE AND NAVIGATION CONCLUDED IN THE CITY OF SANTIAGO ON THE 16<sup>th</sup> DAY OF MAY 1832 BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHILE

Whereas, the time stipulated in the Treaty of amity, commerce and navigation between the United States of America and the Republic of Chile, signed at the City of Santiago on the 16<sup>th</sup> day of May 1832, for the exchange of ratifications in the City of Washington, has elapsed;—and it being the wish of both the contracting parties that the aforesaid treaty should be carried into effect with all the necessary solemnities, and that the necessary explanations should be mutually made to remove all subject of doubt in the sense of some of its articles, the Undersigned Plenipotentiaries, viz, John Hamm, a citizen of the United States of America, and their Chargé d'Affaires, on the part, and in the name of the United States of America,—and Señor Don Andres Bello, a citizen of Chile, on the part, and in the name of the Republic of Chile, having compared and exchanged their full powers, as expressed in the treaty itself, have agreed upon the following additional and explanatory articles.

ARTICLE 1<sup>st</sup> It being stipulated by the 2<sup>d</sup> Article of the aforesaid Treaty, that the relations and conventions which now exist, or may hereafter exist, between the Republic of Chile and the Republic of Bolivia, the Federation of the Centre of America, the Republic of

Colombia, the United States of Mexico, the Republic of Peru, or the United Provinces of the Rio de la Plata, are not included in the prohibition of granting particular favors to other nations which may not be made common to the one or the other of the contracting powers;—and these exceptions being founded upon the intimate connexion and identity of feelings and interests of the new American States, which were members of the same political body under the Spanish Dominion, it is mutually understood, that these exceptions will have all the latitude which is involved in their principle;—and that they will accordingly comprehend all the new nations within the ancient territory of Spanish America, whatever alterations may take place in their constitutions, names, or boundaries, so as to include the present States of Uruguay and Paraguay, which were formerly parts of the ancient Vice-royalty of Buenos Ayres, those of New-Granada, Venezuela, and Equador in the Republic of Colombia, and any other States which may in future be dismembered from those now existing.

ARTICLE 2<sup>d</sup> It being agreed by the 10<sup>th</sup> article of the aforesaid treaty, that the citizens of the United States of America, personally or by their agents, shall have the right of being present at the decisions and sentences of the tribunals, in all cases which may concern them, and at the examination of witnesses and declarations that may be taken in their trials;—and as the strict enforcement of this article may be in opposition to the established forms of the present due administration of justice, it is mutually understood, that the Republic of Chile is only bound by the aforesaid stipulation to maintain the most perfect equality in this respect between American and Chilian citizens, the former to enjoy all the rights and benefits of the present or future provisions which the laws grant to the latter in their judicial tribunals, but no special favors or privileges.

ARTICLE 3<sup>d</sup> It being agreed by the 29<sup>th</sup> article of the aforesaid treaty that, *deserters* from the publick and private vessels of either party are to be restored thereto by the respective Consuls—And Whereas, it is declared by the Article 132 of the present Constitution of Chile that, “there are no slaves in Chile”; and, that, “slaves touching the territory of the Republic are free”—it is likewise mutually understood, that the aforesaid stipulation shall not comprehend slaves serving under any denomination on board the publick or private ships of the United States of America.

ARTICLE 4<sup>th</sup> It is further agreed, that the ratifications of the aforesaid Treaty of peace, amity, commerce and navigation, and of the present additional and explanatory Convention, shall be exchanged in the City of Washington within the term of Eight months, to be counted from the date of the present Convention.

This additional and Explanatory Convention, upon its being duly ratified by the President of the United States of America, by and with the advice and consent of the Senate thereof, and by the President of the Republic of Chile, with the consent and approbation of the Congress of the same, and the respective ratifications mutually exchanged, shall be added to, and make a part of, the Treaty of peace, amity, commerce and navigation, between the United States of America and the Republic of Chile, signed on the said 16<sup>th</sup> day of May 1832, having the same force and effect as if it had been inserted word for word in the aforesaid treaty.

In faith whereof, We, the undersigned Plenipotentiaries of the United States of America and the Republic of Chile, have signed by virtue of our powers, the aforesaid additional and explanatory Convention, and have caused to be affixed our hands and seals, respectively.

Done in the City of Santiago this first day of September 1833;—and in the 58<sup>th</sup> year of the Independence of the United States of America, and the 24<sup>th</sup> of the Republic of Chile.

JN <sup>o</sup> HAMM	[SEAL]
ANDRES BELLO	[SEAL]

## CLAIMS: THE CASE OF THE BRIG "MACEDONIAN"

*Convention signed at Santiago November 10, 1858*

*Senate advice and consent to ratification March 8, 1859*

*Ratified by the President of the United States August 4, 1859*

*Ratified by Chile October 6, 1859*

*Ratifications exchanged at Santiago October 15, 1859*

*Entered into force October 15, 1859*

*Proclaimed by the President of the United States December 22, 1859*

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

12 Stat. 1083; Treaty Series 41<sup>2</sup>

### CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHILE

*The Government of the United States of America and the Government of the Republic of Chile*, desiring to settle amicably the claim made by the former upon the latter, for certain citizens of the United States of America, who claim to be the rightful owners of the silver in coin and in bars forcibly taken from the possession of Capt. Eliphalet Smith a citizen of the United States of America, in the valley of Sitana, in the territory of the former Vice Royalty of Peru, in the year 1821, by order of Lord Cochrane, at the time Vice Admiral of the Chilean Squadron:—have agreed, the former to name *John Bigler*, *Envoy Extraordinary and Minister Plenipotentiary of the United States of America*, and the latter *Don Geronimo Urmeneta*, *Minister of State in the Department of the Interior and of Foreign Relations*, in the name and in behalf of their respective Governments to examine said claim and to agree upon terms of arrangement just and honorable to both Governments.

The aforesaid Plenipotentiaries, after having exchanged their full powers, and found them in due and good form, sincerely desiring to preserve intact and strengthen the friendly relations which happily exist between their respective Governments, and to remove all cause of difference, which might weaken or change them, have agreed in the name of the Government which each represents, to submit to the arbitration of *His Majesty the King of Belgium*,

<sup>1</sup> Award rendered by King of Belgium May 15, 1863 (see Moore, *International Arbitrations*, vol. II, p. 1461).

<sup>2</sup> For a detailed study of this convention, see 8 Miller 117.

the pending question between them, respecting the legality or illegality of the above referred to capture of silver in coin and in bars, made on the ninth day of May 1821, by order of Lord Cochrane, Vice Admiral of the Chilean Squadron, in the valley of Sitana, in the territory of the former Vice Royalty of Peru, the proceeds of sales of merchandise imported into that country in the Brig *Macedonian* belonging to the merchant marine of the United States of America.

Therefore the above named Ministers agree to name *His Majesty the King of Belgium* as Arbiter, to decide with full powers and proceeding *ex æquo et bono*, on the following points:

*First*—Is, or is not, the claim which the Government of the United States of America, makes upon that of Chile, on account of the capture of the silver mentioned in the preamble of this Convention, just in whole or in part?

*Second*—If it be just in whole or in part, what amount is the Government of Chile to allow and pay to the Government of the United States of America, as indemnity for the capture?

*Third*—Is the Government of Chile in addition to the Capital, to allow interest thereon, and if so, at what rate and from what date is interest to be paid?

The contracting parties further agree that *His Majesty the King of Belgium* shall decide the foregoing questions upon the correspondence which has passed between the representatives of the two Governments at Washington and at Santiago and the documents and other proofs produced during the controversy on the subject of this capture, and upon a memorial or argument thereon to be presented by each.

Each party to furnish the Arbiter with a copy of the correspondence and documents above referred to, or so much thereof as it desires to present, as well as with its said memorial, within one year at furthest from the date at which they may respectively be notified of the acceptance of the Arbiter.

Each party to furnish the other with a list of the papers to be presented by it to the Arbiter, three months in advance of such presentation.

And if either party fail to present a copy of such papers, or its memorial, to the Arbiter, within the year aforesaid, the Arbiter may make his decision upon what shall have been submitted to him within that time.

The contracting parties further agree that the exception of prescription, raised in the course of the controversy, and which has been a subject of discussion between their respective Governments, shall not be considered by the Arbiter in his decision, since they agree to withdraw it and exclude it from the present question.

Each of the Governments represented by the contracting parties is authorized to ask and obtain the acceptance of the Arbiter and both promise and bind themselves in the most solemn manner to acquiesce in and comply with

his decision, nor at any time thereafter to raise any question directly or indirectly connected with the subject matter of this arbitration.

This Convention to be ratified by the Governments of the respective contracting parties, and the ratifications to be exchanged within twelve months from this date, or sooner, if possible, in the city of Santiago.

In testimony whereof, the contracting parties have signed and sealed this agreement in duplicate, in the English and Spanish languages, in Santiago the tenth day of the month of November in the year of our Lord, One thousand Eight hundred and fifty eight.

JOHN BIGLER [SEAL]  
*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America*

GERONIMO URMENETA [SEAL]  
*Plenipotenciario ad hoc*



## SETTLEMENT OF CLAIMS

*Convention signed at Santiago August 7, 1892*

*Senate advice and consent to ratification December 8, 1892*

*Ratified by the President of the United States December 16, 1892*

*Ratified by Chile December 23, 1892*

*Ratifications exchanged at Washington January 26, 1893*

*Entered into force January 26, 1893*

*Proclaimed by the President of the United States January 28, 1893*

*Expired in accordance with its terms*<sup>1</sup>

*Revived by convention of May 24, 1897*<sup>2</sup>

27 Stat. 965; Treaty Series 42

The United States of America and the Republic of Chile, animated by the desire to settle and adjust amicably the claims made by the citizens of either country against the government of the other, growing out of acts committed by the civil or military authorities of either country, have agreed to make arrangements for that purpose, by means of a Convention, and have named as their Plenipotentiaries to confer and agree thereupon as follows:

The President of the United States of America, Patrick Egan, Envoy Extraordinary and Minister Plenipotentiary of the United States at Santiago, and the President of the Republic of Chile, Isidoro Errázuriz, Minister of Foreign Relations of Chile;

Who, after having communicated to each other their respective full powers, found in good and true form, have agreed upon the following articles:

### ARTICLE I

All claims on the part of corporations, companies or private individuals, citizens of the United States, upon the Government of Chile, arising out of acts committed against the persons or property of citizens of the United States not in the service of the enemies of Chile, or voluntarily giving aid and comfort to the same, by the civil or military authorities of Chile; and on the other hand, all claims on the part of corporations, companies or private individuals,

<sup>1</sup> Final award made by commissioners Apr. 9, 1894 (see Moore, *International Arbitrations*, vol. II, p. 1475).

<sup>2</sup> TS 44, *post*, p. 541.

citizens of Chile, upon the Government of the United States, arising out of acts committed against the persons or property of citizens of Chile, not in the service of the enemies of the United States, or voluntarily giving aid and comfort to the same, by the civil or military authorities of the Government of the United States, shall be referred to three Commissioners, one of whom shall be named by the President of the United States, and one by the President of the Republic of Chile, and the third to be selected by mutual accord between the President of the United States and the President of Chile. In case the President of the United States and the President of Chile shall not agree within three months from the exchange of the ratifications of this Convention to nominate such third Commissioner then said nomination of said third Commissioner shall be made by the President of the Swiss Confederation.

## ARTICLE II

The said Commission, thus constituted, shall be competent and obliged to examine and decide upon all claims of the aforesaid character presented to them by the citizens of either country.

## ARTICLE III

In case of the death, prolonged absence or incapacity to serve of one of the said Commissioners, or in the event of one Commissioner omitting, or declining, or ceasing to act as such, then the President of the United States, or the President of the Republic of Chile, or the President of the Swiss Confederation, as the case may be, shall forthwith proceed to fill the vacancy so occasioned by naming another Commissioner within three months from the occurrence of the vacancy.

## ARTICLE IV

The Commissioners named as hereinbefore provided shall meet in the City of Washington at the earliest convenient time within six months after the exchange of ratifications of this Convention, and shall, as their first act in so meeting, make and subscribe a solemn declaration that they will impartially and carefully examine and decide, to the best of their judgment and according to public law, justice and equity, without fear, favor or affection, all claims within the description and true meaning of Articles I and II, which shall be laid before them on the part of the Governments of the United States and of Chile respectively; and such declaration shall be entered on the record of their proceedings; Provided, however, that 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 award.

## ARTICLE V

The Commissioners shall, without delay, after the organization of the Commission, proceed to examine and determine the claims specified in the

preceding articles, and notice shall be given to the respective Governments of the day of their organization and readiness to proceed to the transaction of the business of the Commission. They shall investigate and decide said claims in such order and in 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 whom it shall be competent for each Government to name as its Counsel or Agent to present and support claims on its behalf, on each and every separate claim. Each Government shall furnish at the request of the Commissioners, or of any two of them, the papers in its possession which may be important to the just determination of any of the claims laid before the Commission.

#### ARTICLE VI

The concurring decisions of the Commissioners, or of any two of them, shall be conclusive and final. Said decision shall in every case be given upon each individual claim, in writing, stating in the event of a pecuniary award being made, the amount or equivalent value of the same in gold coin of the United States; and in the event of interest being allowed on 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.

#### ARTICLE VII

The High Contracting Parties hereby engage to consider the decision of the Commissioners, or of any two of them, as absolutely final and conclusive upon each claim decided upon by them, and to give full effect to such decisions without any objections, evasions, or delay whatever.

#### ARTICLE VIII

Every claim shall be presented to the Commissioners within a period of two months reckoned from the day of their first meeting for business, after notice to the respective Governments as prescribed in Article V of this Convention. Nevertheless, where reasons for delay shall be established to the satisfaction of the Commissioners, or of any two of them, the period for presenting the claim may be extended by them to any time not exceeding two months longer.

The Commissioners shall be bound to examine and decide upon every claim within six months from the day of their first meeting for business as aforesaid; which period shall not be extended except only in case of the proceedings of the Commission shall be interrupted by the death, incapacity,

retirement or cessation of the functions of any one of the Commissioners, in which event the period of six months herein prescribed shall not be held to include the time during which such interruption may actually exist.

It shall be competent in each case for the said Commissioners to decide 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 IX

All sums of money which may be awarded by the Commissioners as aforesaid, shall be paid by the one Government to the other, as the case may be, at the capital of the Government to receive such payment, within six months after the date of the final award, without interest, and without any deduction save as specified in Article X.

#### ARTICLE X

The Commissioners shall keep an accurate record and correct minutes or notes of all their proceedings, with the dates thereof; and the Governments of the United States and of Chile may each appoint and employ a Secretary versed in the languages of both countries, and the Commissioners may appoint 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, Secretary and Agent or Counsel, and at the same or equivalent rates of compensation, as near as may be, for like officers on the one side as on the other. All other expenses, including the compensation of the third Commissioner, which latter shall be equal or equivalent to that of the other Commissioners 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-centum on the sum so awarded. If the whole expenses shall exceed this rate, then the excess of expense shall be defrayed jointly by the two Governments in equal moieties.

#### ARTICLE XI

The High Contracting Parties agree to consider the result of the proceedings of the Commission provided for by this Convention as a full, perfect and final settlement of any and every claim upon either Government within the description and true meaning of Articles I and II; and 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 treated and considered as finally settled, concluded and barred.

## ARTICLE XII

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 the President of the Republic of Chile, with the consent and approbation of the Congress of the same, and the ratifications shall be exchanged at Washington, at as early a day as may be possible within six months from the date hereof.

In testimony whereof the respective Plenipotentiaries have signed the present Convention, in the English and Spanish languages, in duplicate, and hereunto affixed their respective seals.

Done at the city of Santiago the seventh day of August, in the year of our Lord one thousand eight hundred and ninety-two.

PATRICK EGAN [SEAL]

ISIDORO ERRÁZURIZ [SEAL]

## CLAIMS: THE CASE OF PATRICK SHIELDS

*Protocol signed at Washington May 24, 1897*

*Entered into force May 24, 1897*

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

30 Stat. 1596; Treaty Series 43

### PROTOCOL IN REGARD TO THE CLAIM OF PATRICK SHIELDS AGAINST THE GOVERNMENT OF CHILE

The Honorable John Sherman, Secretary of State of the United States of America, and the Honorable Domingo Gana, Envoy Extraordinary and Minister Plenipotentiary of Chile, being desirous to give a friendly and equitable solution to the claim of Patrick Shields, have agreed on the following:

The Government of Chile by equitable considerations will allow to the heirs of Patrick Shields a compensation of three thousand five hundred dollars, and this amount shall be delivered for that purpose to the Honorable Secretary of State of the United States within a period of four months from this date.

This agreement is subject to the acceptance of the Congress of Chile, from which the necessary amount is to be requested.

The allowance of the said amount of three thousand five hundred dollars in the manner before mentioned, will imply the final and complete settlement of the claim of Patrick Shields, and the said claim may not be presented at any other time, or in any other form.

In witness whereof the Honorable Secretary of State and the Honorable Minister of Chile sign the present agreement, in duplicate, in the English and Spanish languages, in Washington, the 24th day of May one thousand eight hundred and ninety-seven.

JOHN SHERMAN  
DOMINGO GANA

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<sup>1</sup> The Government of Chile paid the indemnity of \$3,500 on Jan. 22, 1900 (1900 For. Rel. 71).

## SETTLEMENT OF CLAIMS

*Convention signed at Washington May 24, 1897*

*Senate advice and consent to ratification, with an amendment, February 28, 1899*<sup>1</sup>

*Ratified by the President of the United States, with an amendment, March 1, 1899*<sup>1</sup>

*Ratified by Chile November 20, 1899*

*Ratifications exchanged at Washington March 12, 1900*

*Entered into force March 12, 1900*

*Proclaimed by the President of the United States March 12, 1900*

*Expired in accordance with its terms*

31 Stat. 1868; Treaty Series 44

The Convention between the United States of America and the Republic of Chile, signed August 7, 1892,<sup>2</sup> having expired, and the Commission thereunder established to adjust amicably the claims made by the citizens of either country against the Government of the other having failed, through limitation, to conclude its task, leaving certain claims duly presented to the said commission unadjudicated, the Government of the United States of America and the Government of the Republic of Chile, desiring to remove every cause of difference in the friendly relations that happily exist between the two Nations, have agreed to revive the said convention of August 7, 1892, and for that purpose have named as their Plenipotentiaries, to wit:

The President of the United States of America, the Honorable John Sherman, Secretary of State of the United States; and

The President of the Republic of Chile, Señor Don Domingo Gana, Envoy Extraordinary and Minister Plenipotentiary of Chile in the United States of America:

Who have agreed upon the articles following:

### ARTICLE I

The High Contracting Parties agree to revive the Convention of August 7, 1892, between the United States of America and the Republic of Chile,

<sup>1</sup> The U.S. amendment called for deletion of the phrase "within six months from the date hereof" following the word "possible" at the end of the first paragraph of art. II.

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

<sup>2</sup> TS 42, *ante*, p. 535.



and that the commission thereunder created shall be allowed for the transaction of its business a period of four months, to be reckoned from the day of its first meeting for business, and conforming, in other respects, with the provisions of the second paragraph of Article VIII of the said Convention. Nevertheless, if the period of four months before stipulated shall prove insufficient for the settlement of the claims, the Commissioners are authorized to extend, at their discretion, such period to one or two months more.

It is expressly stipulated that this article shall in no wise extend or change the period designated by the first paragraph of Article VIII of the said Convention for the presentation of the claims; so that the new Commission shall be limited to considering the claims duly presented to the former Commission in conformity with the terms of the Convention and with the Rules that governed its labors, excepting claim No. 7, of the North and South American Construction Company, which was subsequently withdrawn, a direct and final settlement thereof having been arrived at by the interested parties.

## 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 Republic of Chile, with the approbation of the National Congress thereof, and the ratifications shall be exchanged at Washington, at as early a day as possible.<sup>3</sup>

In testimony whereof we have signed the present convention in the English and Spanish languages, in duplicate, affixing thereto our respective seals, the Plenipotentiary of Chile declaring that he signs the same "*ad referendum*".

Done at the city of Washington, the 24th day of May in the year of Our Lord eighteen hundred and ninety-seven.

JOHN SHERMAN	[SEAL]
DOMINGO GANA	[SEAL]

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<sup>3</sup> For an amendment of art. II, see footnote 1, p. 541.

## EXTRADITION

*Treaty signed at Santiago April 17, 1900*

*Senate advice and consent to ratification, with amendments, December 18, 1900*<sup>1</sup>

*Ratified by Chile February 26, 1902*

*Ratified by the President of the United States, with amendments, May 24, 1902*<sup>1</sup>

*Ratifications exchanged at Washington May 27, 1902*

*Proclaimed by the President of the United States May 27, 1902*

*Entered into force June 26, 1902*

32 Stat. 1850; Treaty Series 407

The United States of America and the Republic of Chile, being desirous to confirm their friendly relations and to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice between the United States of America and the Republic of Chile, and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America, Henry L. Wilson, Envoy Extraordinary and Minister Plenipotentiary of the United States in Chile, and the President of Chile, Señor Don Rafael Errázuriz Urmeneta, Minister of Foreign Relations of Chile.

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 Chile 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 contracting parties, shall seek an asylum

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<sup>1</sup> The U.S. amendments read as follows:

"Article II, Section 3, after the word 'money' strike out the word 'or' and insert a comma; in the same section after the word 'goods' insert the words 'documents or other property'.

"Article II, Section 6, after the word 'employers' insert 'where in either class of cases the embezzlement exceeds the sum of two hundred dollars'."

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

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 there committed.

## 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 the person of another money, goods, documents or other property by violence or putting him in fear; burglary.<sup>2</sup>

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 bank notes or the utterance or circulation of the same; or the counterfeiting, falsifying or altering of seals of state.

6. Embezzlement by public officers; embezzlement by persons hired or salaried, to the detriment of their employers; where in either class of cases the embezzlement exceeds the sum of two hundred dollars; larceny.<sup>2</sup>

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.

8. Perjury; subornation of perjury.

9. Rape; abduction; kidnapping.

10. Willful and unlawful destruction or obstruction of railroads which endangers human life.

11. Crimes committed at sea.

(a) Piracy, by statute or by the laws 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.

<sup>2</sup> For amendments to art. II, see footnote 1, p. 543.

12. Crimes and offenses against the laws of both countries 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 a felony, and in the Republic of Chile by imprisonment at hard labor.

### ARTICLE III

Requisitions for the surrender of fugitives from justice shall be made by the diplomatic agents of the contracting parties, or in the absence of these from the country or its seat of government, may be made by the 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 was 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 the Republic of Chile, 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 are desired on telegraphic or other information in advance of the presentation of formal proofs, the proper course in the United States shall be 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 the Republic of Chile, the proper course shall be to apply to the Foreign Office, which will immediately cause the necessary steps to be taken in order to secure the provisional arrest or 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 two months from the date of his provisional arrest or detention.

### ARTICLE V

Neither of the 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 or 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 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 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 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 receive 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.

## ARTICLE XII

The present treaty shall take effect on the thirtieth day after the date of the exchange of ratifications, and shall not operate retroactively.

The ratifications of the present Treaty shall be exchanged at Washington 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 the above articles, both in the English and Spanish languages, and have hereunto affixed their seals.

Done in duplicate, at the city of Santiago, this 17th day of April 1900.

HENRY L. WILSON	[SEAL]
R. ERRÁZURIZ URMENETA	[SEAL]

## ARBITRATION OF ALSOP CLAIM

*Protocol signed at Santiago December 1, 1909*

*Entered into force December 1, 1909*

*Award pronounced on July 5, 1911 by King George V*<sup>1</sup>

Treaty Series 535½

The Government of the United States of America and the Government of the Republic of Chile, through their respective Plenipotentiaries, to-wit:

Seth Low Pierrepont, Chargé d'Affaires of the United States of America, and Agustin Edwards, Minister of Foreign Affairs of Chile, who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon and concluded the following

### PROTOCOL OF SUBMISSION

Whereas the Government of the United States of America and the Government of the Republic of Chile have not been able to agree as to the amount equitably due the claimants in the Alsop claim;

Therefore, the two Governments have resolved to submit the whole controversy to His Britannic Majesty EDWARD VII who as an "aimable compositeur" shall determine what amount, if any, is, under all the facts and circumstances of the case, and taking into consideration all documents, evidence, correspondence, allegations, and arguments which may be presented by either Government, equitably due said claimants.

The full case of each Government shall be submitted to His Britannic Majesty, and to the other Government through its duly accredited representative at St. James, within six months from the date of this agreement; each Government shall then have four months in which to submit a counter case to His Britannic Majesty, and to the other Government as above provided, which counter case shall contain only matters in defense of the other's case.

The case shall then be closed unless His Britannic Majesty shall call for further documents, evidence, correspondence, or arguments from either Government, in which case such further documents, evidence, correspondence, or arguments shall be furnished within sixty days from the date of the call. If not so furnished within the time specified, a decision in the case shall

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<sup>1</sup> For background on the Alsop claim, see 1910 For. Rel. 138; for text of award, see 1911 For. Rel. 38.



be given as if such documents, evidence, correspondence, or arguments did not exist.

The decision by His Britannic Majesty shall be accepted as final and binding upon the two Governments.

In witness whereof, the undersigned Plenipotentiaries of the United States and Chile have signed the above Protocol both in the English and Spanish languages, and hereunto affixed their seals.

Done in duplicate, at the City of Santiago, this 1st. day of December, 1909.

SETH LOW PIERREPONT [SEAL]

AGUSTIN EDWARDS [SEAL]

## ADVANCEMENT OF PEACE

*Treaty signed at Washington July 24, 1914*

*Senate advice and consent to ratification August 20, 1914*

*Ratified by Chile November 9, 1915*

*Ratified by the President of the United States November 11, 1915*

*Ratifications exchanged at Washington January 19, 1916*

*Entered into force January 19, 1916*

*Proclaimed by the President of the United States January 22, 1916*

39 Stat. 1645; Treaty Series 621

### TREATY FOR THE SETTLEMENT OF DISPUTES THAT MAY OCCUR BETWEEN THE UNITED STATES OF AMERICA AND CHILE

The President of the United States of America and the President of the Republic of Chile being desirous to secure in the most effective way the amicable settlement of any future difficulties between both countries and the subsequent maintenance of peace and good amity between them, have resolved to enter into a special treaty for that purpose, and to that end have appointed their Plenipotentiaries as follows:

The President of the United States of America, His Excellency William Jennings Bryan, Secretary of State of the United States; and

The President of the Republic of Chile, His Excellency Eduardo Suárez Mujica, Envoy Extraordinary and Minister Plenipotentiary of Chile to the United States of America;

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

#### ARTICLE I

The High Contracting Parties agree that all disputes that may arise in the future between them, shall, when diplomatic methods of adjustment have failed, be submitted for investigation and report to an International Commission to be constituted in the manner prescribed in the next succeeding article; and they agree not to declare war or begin hostilities during such investigation, nor before all resources stipulated in this treaty have proved unsuccessful.

## ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows:—Each Government shall designate two members, only one of whom shall be of its own nationality. The fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not belong to any of the nationalities already represented on the Commission. The fifth member shall perform the duties of President.

Each of the High Contracting Parties shall have the right to remove, at any time before investigation begins, any Commissioner selected by it and, conjointly, the nomination of the successor, or successors, must be enacted. Likewise, either Government shall also have the right to withdraw its approval of the fifth member; in which case the new fifth member will be appointed within thirty days following the notification of the withdrawal, by common agreement between the two Governments, and such agreement lacking, the appointment will be made by the President of the Swiss Confederation.

The vacancies that may occur through other causes than those already named, will be filled as mentioned in this article.

The International Commission shall be constituted within the four months following the exchange of the ratifications of this treaty, and shall notify both Governments of the date of its organization. The Commission will establish its own regulations. The resolutions of the Commission, as well as its final report, will be adopted by the majority of its members.

The expenses of the Commission shall be paid by the two Contracting Governments in equal proportion.

The Commission shall determine the country wherein it will sit, taking into consideration the greater facilities for the investigation.

## ARTICLE III

In case that, as established in Article I, the High Contracting Parties shall have failed to adjust the difficulty by diplomatic methods, said difficulty will be immediately submitted to the International Commission for its investigation and report. The convocation of said Commission may be made by either contracting Government.

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 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.

## ARTICLE IV

Once the report in possession of both Governments, six months' time will be available for renewed negotiation in order to bring about a settlement of the difficulty in view of the findings of said report; and if even during this new term both Governments should be unable to reach a friendly arrangement, the dispute will then be submitted to the Permanent Court of Arbitration established at The Hague.

Notwithstanding, any question that may affect the independence, the honor or the vital interests of either or both of the countries, or the provisions of their respective Constitutions, or the interests of a third nation, will not be submitted to such or any other arbitration.

A special and previously agreed convention will detail, if arbitration is resorted to, the matter of the controversy, the extent of the Arbiters' powers, and the length of time to which the Court of Arbitration must subject its organization and procedure, including the presentation of memorials, proofs, and pleas.

## ARTICLE V

The present treaty will be ratified by both Governments after obtaining its approval by the Constitutional Powers of both countries, and the ratifications shall be exchanged in Washington as soon as possible.

The special convention prescribed by the final paragraph of Article IV remains also subject to the constitutional requisites of both countries.

The present treaty shall take effect immediately after the exchange of the ratifications; and shall continue in force for a period of five years, and it shall thereafter remain in force, during successive periods of five years, until one of the High Contracting Parties have given notice to the other of an intention to terminate it.

In witness thereof the respective Plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done in Washington, on the 24th day of July, in the year nineteen hundred and fourteen.

WILLIAM JENNINGS BRYAN	[SEAL]
ED <sup>o</sup> SUÁREZ MUJICA	[SEAL]

## REDUCTION OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Santiago July 8 and August 10 and 12, 1926*

*Entered into force August 10, 1926*

*Amended by agreement of August 8 and November 15, 1938*<sup>1</sup>

*Superseded by agreement of August 29, 1950*<sup>2</sup>

Department of State files

*The American Chargé d'Affaires to the Minister of Foreign Affairs*

SANTIAGO, CHILE

July 8, 1926

No. 616

### EXCELLENCY:

I have the honor to refer to Your Excellency's esteemed Note, No. 2850 of April 26, 1926, in which you were good enough to advise this Embassy that Your Excellency's Government would be disposed to enter into an agreement with the Government of the United States regarding a reciprocal reduction of the visa fees at present in force in our respective countries.

I now take great pleasure in informing Your Excellency that I have been authorized by my Government to effect such an agreement by an Exchange of Notes. The Government of the United States is therefore prepared, from the date I receive Your Excellency's confirmation of the understanding, to reduce to \$4.00 U.S. gold, the fee collected for visaing passports of citizens of Chile desiring to visit the United States (including insular possessions) who are not "immigrants" as defined in the Immigration Act of the United States of 1924; namely

"A government official, his family, attendants, servants, and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United

<sup>1</sup> *Post*, p. 588.

<sup>2</sup> 1 UST 719; TIAS 2137.

States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation."

Reciprocally and from the same date the Government of Chile will not charge more than the equivalent of \$4.00 U.S. gold, for the visaing of passports of nonimmigrant citizens of the United States of like classes desiring to visit Chile or its possessions.

It is understood that all applications for visas shall be gratis.

I should be happy to receive from Your Excellency a confirmation of the understanding as set forth above in order that the proposed arrangement may become effective at an early date.

I avail myself, etc.

C. VAN H. ENGERT  
*Chargé d'Affaires a. i.*

His Excellency  
Señor don BELTRÁN MATHIEU,  
*Minister for Foreign Affairs,*  
*Santiago.*

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*The Minister of Foreign Affairs to the American Chargé d'Affaires*

[TRANSLATION]

MINISTRY OF  
FOREIGN RELATIONS

SANTIAGO, CHILE  
*August 10, 1926*

No. 3753

MR. CHARGÉ D'AFFAIRES:

By your Note No. 616 of July 8th you were good enough to inform me that, having been duly authorised by your Government, you desired to effect by an exchange of notes a reciprocal reduction of the consular fees for the visaing of passports.

In reply I have pleasure in stating to you that as soon as I have received your confirmation, instructions will be issued to the Consuls of the Republic that, by way of reciprocity, they should collect only Four Dollars (\$4.00 U.S. cy.) for the visaing of the passports of nonimmigrant American citizens.

This instruction will be issued by telegraph to the Consuls in the United States in order that the arrangement may enter into force immediately; it will be sent by mail to the Consuls stationed in all other countries.

It is understood that the applications for passports will not require the payment of any fees.

I avail myself, etc.

ANTONIO HUNEEUS

C. VAN H. ENGERT, Esquire,  
*Chargé d'Affaires of the United States.*

*The American Chargé d'Affaires to the Minister of Foreign Affairs*

SANTIAGO, CHILE

*August 12, 1926*

No. 633

## EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 3753 of August 10, and am much gratified to learn that the Chilean Government agrees to a reciprocal reduction of [to] \$4.00 gold, of the fee to be charged for nonimmigrant visas, as set forth in the Embassy's Note No. 616 of July 8, 1926.

I am today cabling my Government to this effect and shall advise the American Consulates in Chile by telegraph thereof. All diplomatic missions of the United States in Latin America will be informed by mail.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest consideration.

C. VAN H. ENGERT

*Chargé d'Affaires a. i.*

His Excellency

Señor don ANTONIO HUNEEUS,

*Minister for Foreign Affairs,**Santiago.*



## CUSTOMS PRIVILEGES FOR CONSULAR OFFICERS

*Exchange of notes at Washington November 18 and December 4, 1929*

*Entered into force December 4, 1929*

*Superseded by agreement of March 12, April 16, and May 12, 1952<sup>1</sup>*

Department of State files

*The Chilean Ambassador to the Secretary of State*

No. 81

NOVEMBER 18, 1929

### EXCELLENCY:

The President of the Republic of Chile was authorized, by Law No. 4640 of August 19, 1929, to declare free from all import duties articles destined to Professional Consuls accredited near the Government of Chile, when the articles are originally shipped for the account of the aforementioned officials and for their own use and consumption. The Law provides that goods to an amount which would ordinarily bear duties of 30,000 Chilean Pesos will be permitted to enter free of duty the first year of the Consuls stay in the Country and goods ordinarily bearing 6,000 Chilean Pesos in duties each succeeding year. This free entry will be extended only to the Professional Consuls of those Countries granting similar reciprocity, and who do not, outside of their official functions, engage in commerce.

I have the honor to request that Your Excellency be good enough to advise me if there is any provision of Law here whereby the United States Government might permit its Professional Consuls to take advantage of the above Chilean Law by granting reciprocal privileges to the Professional Consuls of Chile in the United States.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest consideration.

CARLOS G. DÁVILA

His Excellency HENRY L. STIMSON,  
*The Secretary of State,*  
*Etc., . . . . etc., . . . . etc.,*  
*Washington, D.C.*

<sup>1</sup> 3 UST 4293; TIAS 2577.

*The Secretary of State to the Chilean Ambassador*

DECEMBER 4, 1929

## EXCELLENCY:

I have the honor to acknowledge the receipt of your note of November 18, 1929, informing me that under Chilean Law No. 4640 of August 19, 1929, professional consular officers assigned to Chile may be granted free entry on a basis of reciprocity for goods to an amount which would ordinarily bear duties of 30,000 Chilean pesos for the first year of their stay in Chile and goods ordinarily bearing duties of 6,000 Chilean pesos each succeeding year.

I have the honor to inform you in reply that this Government does not limit the amount represented in duty which may be imported by foreign diplomatic or consular officers for their personal or family use during any one year, but as it is believed that the value of articles imported by Chilean consular officers would not exceed the value of importations allowed American consular officers in Chile, the Treasury Department has consented to extend the privilege of free importation to Chilean consular officers in the United States. I have pleasure in advising you, therefore, that in addition to the free entry of baggage and effects upon arrival and return to their posts in this country after visits abroad, which Chilean consular officers assigned to the United States already enjoy, effective at once upon the request of the Chilean Embassy in each instance this Department will arrange for the extension of the free importation privilege to Chilean consular officers assigned to the United States who are Chilean nationals and not engaged in any other business with the understanding that no article, the importation of which is prohibited by the laws of the United States shall be imported by such officers.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

FRANCIS WHITE

His Excellency

Señor Don CARLOS G. DÁVILA,  
*Ambassador of Chile.*

## SMUGGLING OF INTOXICATING LIQUORS

*Convention signed at Washington May 27, 1930*

*Senate advice and consent to ratification June 28, 1930*

*Ratified by the President of the United States July 21, 1930*

*Ratified by Chile October 2, 1930*

*Ratifications exchanged at Washington November 25, 1930*

*Entered into force November 25, 1930*

*Proclaimed by the President of the United States November 26, 1930*

46 Stat. 2852; Treaty Series 829

The President of the United States of America and the President of the Republic of Chile, being desirous of avoiding any difficulties which might arise between the Governments of the two countries in connection with the laws in force in the United States on the subject of alcoholic beverages, have decided to conclude a convention for that purpose, and have appointed as their Plenipotentiaries:

The President of the United States of America: Mr. Henry L. Stimson, Secretary of State of the United States of America; and

The President of the Republic of Chile: His Excellency Señor Don Carlos G. Dávila, Ambassador Extraordinary and Plenipotentiary of Chile in Washington;

Who, having communicated their full powers, found in good and due form, have agreed as follows:

### ARTICLE I

The High Contracting Parties respectively retain their rights and claims without prejudice by reason of this convention with respect to the extent of their territorial jurisdiction.

### ARTICLE II

(1) The Chilean Government agree that they will raise no objection to the boarding of private vessels under the Chilean flag outside the limits of territorial waters by the authorities of the United States, its territories or possessions, in order that enquiries may be addressed to those on board and an examination be made of the ship's papers for the purpose of ascertaining

whether the vessel or those on board are endeavoring to import or have imported alcoholic beverages into the United States, its territories or possessions, in violation of the laws there in force. When such enquiries and examination show a reasonable ground for suspicion, a search of the vessel may be initiated.

(2) If there is reasonable cause for belief that the vessel has committed or is committing or attempting to commit an offense against the laws of the United States, its territories or possessions, prohibiting the importation of alcoholic beverages, the vessel may be seized and taken into a port of the United States, its territories or possessions, for adjudication in accordance with such laws.

(3) The rights conferred by this article shall not be exercised at a greater distance from the coast of the United States, its territories or possessions, than can be traversed in one hour by the vessel suspected of endeavoring to commit the offense. In cases, however, in which the liquor is intended to be conveyed to the United States, its territories or possessions, by a vessel other than the one boarded and searched, it shall be the speed of such other vessel, and not the speed of the vessel boarded, which shall determine the distance from the coast at which the right under this article can be exercised.

### ARTICLE III

No penalty or forfeiture under the laws of the United States shall be applicable or attach to alcoholic liquors or to vessels or persons by reason of the carriage of such liquors, when such liquors are listed as sea stores or cargo destined for a port foreign to the United States, its territories or possessions, on board Chilean 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 Chilean vessel for compensation on the ground that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this convention or on the ground that it has not been given the benefit of Article III shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties.

Effect shall be given to the recommendations contained in any such joint report. If no joint report can be agreed upon, the claim shall be referred to the Permanent Court of Arbitration at The Hague described in the Conven-

tion for the pacific settlement of international disputes, concluded at The Hague, October 18, 1907.<sup>1</sup> The arbitral tribunal shall be constituted in accordance with Article 87 (Chapter IV) and with Article 59 (Chapter III) of the said Convention. The proceedings shall be regulated by so much of Chapter IV of the said Convention and of Chapter III thereof (special regard being had for Articles 70 and 74, but excepting Articles 53 and 54) as the tribunal may consider to be applicable and to be consistent with the provisions of this agreement. All sums of money which may be awarded by the tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified. Each Government shall bear its own expenses. The expenses of the tribunal shall be defrayed by a ratable deduction from the amount of the sums awarded by it, at a rate of five percent on such sums, or at such lower rate as may be agreed upon between the two Governments; the deficiency, if any, shall be defrayed in equal moieties by the two Governments.

#### ARTICLE V

This Convention 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 Convention.

If such modifications have not been agreed upon before the expiration of the term of one year mentioned above, the Convention shall lapse.

If no notice is given on either side of the desire to propose modifications, the Convention shall remain in force for another year, and so on automatically, but subject always in respect of each such period of a year to the right on either side to propose as provided above three months before its expiration modifications in the convention, and to the provision that if such modifications are not agreed upon before the close of the period of one year, the convention 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 convention the said convention shall automatically lapse, and, on such lapse or whenever this convention shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this convention not been concluded.

The present convention shall be duly ratified by the High Contracting Parties in accordance with their respective constitutional methods; and the ratifications shall be exchanged at Washington as soon as possible.

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<sup>1</sup> TS 536, *ante*, vol. 1, p. 577.

In witness whereof, the respective Plenipotentiaries have signed the present convention in duplicate in the English and Spanish languages and have thereunto affixed their seals.

Done at the city of Washington this twenty-seventh day of May, nineteen hundred and thirty.

HENRY L. STIMSON [SEAL]

CARLOS G. DÁVILA [SEAL]

## COMMERCIAL RELATIONS

*Exchange of notes at Santiago September 28, 1931*

*Entered into force September 28, 1931; operative from May 22, 1931*

*Terminated January 5, 1940, by agreement of January 6 and February 1, 1938*<sup>1</sup>

47 Stat. 2682; Executive Agreement Series 26

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Santiago, Chile, September 28, 1931*

No. 693

EXCELLENCY:

I have the honor to confirm to Your Excellency the terms of the provisional commercial agreement which our respective Governments have agreed to establish while a definite treaty is being studied. They are:

(1) The United States of America will extend to the commerce of Chile the same advantages which it gives to any other State, except the special treatment which the United States accords to its territories and possessions, to Cuba and to the Panama Canal Zone. These advantages will include the customs duties and other fiscal imposts as well as import licenses and measures of customs restrictions.

(2) The Republic of Chile will concede to the commerce of the United States the treatment which it applies to the most-favored-nation and will give it, from May 22nd last, the reduced tariffs which are applied to merchandise produced in France by virtue of the *modus vivendi* signed on that date.

(3) This provisional arrangement will last while the above-mentioned *modus vivendi* remains in force, without prejudice to either of the Parties terminating it by expressing its desire to do so fifteen days in advance.

In reply I have the honor to advise Your Excellency that the Government of the United States of America accepts the foregoing conditions and will be disposed to enter into negotiations for the purpose of concluding a new commercial treaty to replace the former one.

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<sup>1</sup> EAS 119, *post*, p. 584.



I avail myself of this opportunity to reiterate to Your Excellency the assurance of my highest and most distinguished consideration.

W. S. CULBERTSON

His Excellency

SEÑOR don LUIS IZQUIERDO,  
*Minister for Foreign Affairs,*  
*Santiago.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY  
OF FOREIGN RELATIONS  
FIB

No. 8457

SANTIAGO, *September 28, 1931*

MR. AMBASSADOR:

I have received the note, dated to-day, in which Your Excellency in accordance with the instruction of your Government, confirms the terms of the provisional commercial agreement which it wishes to conclude with the Government of the Republic, while a final treaty is being studied. They are:

[For terms of provisional agreement, see numbered paragraphs in U.S. note, above.]

In reply, I have the honor to advise Your Excellency that the Government of Chile accepts the foregoing conditions and will be disposed to enter into negotiations with the object of concluding a new treaty of commerce, to replace the former one, as soon as the domestic situation of the country permits.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

L. IZQUIERDO

His Excellency

MR. WILLIAM S. CULBERTSON,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States.*

## RADIO COMMUNICATIONS BETWEEN AMATEUR STATIONS ON BEHALF OF THIRD PARTIES

*Exchange of notes at Santiago August 2 and 17, 1934  
Entered into force August 17, 1934*

49 Stat. 3667; Executive Agreement Series 72

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Santiago, August 2, 1934*

No. 127

### EXCELLENCY:

In view of the important services rendered by amateurs in the development of radio communication and the desirability of liberalizing the restrictions dealing with such amateurs, I have the honor to confirm to Your Excellency the terms of the following understanding between our respective governments, as provided for in Article 8 of the Radio Regulations annexed to the International Telecommunication Convention of Madrid, 1932:<sup>1</sup>

Amateur radio stations of Chile and of the United States may interchange messages on behalf of third parties, provided that such messages shall be of the character that would not normally be sent by any existing means of electrical communication or except for the availability of the amateur stations, and on which no compensation must be directly or indirectly paid.

This arrangement shall apply to the United States and its territories and possessions including Alaska, the Hawaiian Islands, Puerto Rico, the Virgin Islands, the Panama Canal [Zone] and the Philippine Islands.

This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith.

It is understood that the above stated arrangement will be effective on the date of the receipt of a note from the Chilean Government stating its acceptance thereof.

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<sup>1</sup> 49 Stat. 2477 or p. 198 of TS 867.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest and most distinguished consideration.

HAL SEVIER

His Excellency

Señor don MIGUEL CRUCHAGA T.,  
*Minister for Foreign Affairs,*  
*Santiago.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY  
OF FOREIGN RELATIONS  
Diplomatic Department

No. 04976

SANTIAGO, August 17, 1934

MR. AMBASSADOR:

I have the honor to reply to Your Excellency's courteous note no. 127 of the 2d of the current month. Having in view the important services rendered by amateurs in the development of radio communications and with the desire of liberalizing the restrictions dealing with them, I confirm to Your Excellency the terms of the understanding between the two Governments which modifies the provision of article 8 of the radio regulations annexed to the International Telecommunication Convention of Madrid of 1932:

Amateur radio stations of Chile and of the United States may interchange messages of third parties provided that such messages are of such a character that they would not normally be transmitted by any existing means of electrical communication if it were not for the availability of the amateur stations, and with respect to which no compensation whatever can be collected.

This arrangement shall apply to the United States and its territories and possessions, including Alaska, the Hawaiian Islands, Puerto Rico, the Virgin Islands, the Panama Canal Zone, and the Philippine Islands.

This arrangement can be terminated by either of the two Governments by giving 60 days' advance notification to the other Government, by agreement between the two Governments dealing with the same subject, or because of legal provisions in either of the two countries which are incompatible with this provision.

This agreement takes effect from the date of the present communication.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest and most distinguished consideration.

MIGUEL CRUCHAGA T

To His Excellency Mr. HAL SEVIER,

*Ambassador Extraordinary and Plenipotentiary*  
*of the United States.*

## EXCHANGE OF PUBLICATIONS

*Exchange of notes at Santiago October 22 and 27, 1937*  
*Entered into force October 27, 1937*

51 Stat. 331; Executive Agreement Series 112

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Santiago, October 22, 1937*

No. 565

### EXCELLENCY:

With reference to my memorandum No. 473 of June 8 ultimo and to Your Excellency's Notes No. 6777 of August 2 and No. 7659 of August 24, 1937, I have the honor to express our agreement for the exchange of official publications between the Governments of the United States of America and of Chile as follows:

There shall be a complete exchange of official publications between the Government of the United States of America and the Government of Chile, which shall be conducted in accordance with the following provisions:

1. The official exchange office for the transmission of publications of the United States is the Smithsonian Institution. The official exchange office on the part of Chile is the National Library in Santiago.

2. The exchange sendings shall be received on behalf of the United States by the Library of Congress; on behalf of Chile by the National Library in Santiago.

3. The Government of Chile shall furnish regularly in one copy a full set of the official publications of its several departments, bureaus, offices, and institutions. A list of such departments and instrumentalities is attached (List No. 1). This list shall be extended to include, without the necessity of subsequent negotiation, any new offices that the Government may create in the future.

4. The Government of the United States shall furnish regularly in one copy a full set of the official publications of its several departments, bureaus, offices, and institutions. A list of such departments and instrumentalities is attached (List No. 2). This list shall be extended to include, without the necessity of subsequent negotiation, any new offices that the Government may create in the future.

5. With respect to departments and instrumentalities which at this time do not issue publications and which are not mentioned in the attached lists, it is understood that publications issued in the future by these offices shall be furnished in one copy.

6. Neither government shall be obligated by this agreement to furnish confidential publications, blank forms, or circular letters not of a public nature.

7. Each party to the agreement shall bear the postal, railroad, steamship, and other charges arising in its own country.

8. Both parties express their willingness as far as possible to expedite shipments.

9. This agreement shall not be understood to modify the already existing exchange agreements between the various government departments and instrumentalities of the two countries.

Upon the receipt of an identic note from Your Excellency my Government will consider that the foregoing agreement enters into effect.

I avail myself of this opportunity to reiterate to Your Excellency the assurances of my highest and most distinguished consideration.

HOFFMAN PHILIP

His Excellency

Señor don JOSÉ RAMON GUTIÉRREZ ALLIENDE,

*Minister for Foreign Affairs,*

*Santiago.*

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY  
OF FOREIGN RELATIONS  
EBC

No. E 8/1/23/21 9902

SANTIAGO, *October 27, 1937*

MR. AMBASSADOR:

In reply to your kind note No. 565, dated the twenty-second of the current October, I have the honor to state to Your Excellency the agreement of the Government of Chile to conclude with that of the United States of America the following agreement regarding the exchange of official publications:

There will be a complete exchange of official publications between the Government of Chile and the Government of the United States, which will be governed by the following rules:

1. The official office of exchange for the transmission of publications of the United States shall be the Smithsonian Institution. The official office of exchange in Chile shall be the National Library of Santiago.

2. The publications shall be received in the United States by the Library of Congress, and in Chile by the National Library of Santiago.

3. The Government of Chile shall transmit regularly one copy of each of the publications issued by its various departments, bureaus and institutions. There is enclosed a list of these departments and of the publications (List No. 1). In this list there shall be included, without the necessity of later negotiations, any new office which the Government may later create.

4. The Government of the United States shall transmit regularly one copy each of the publications issued by its various departments, bureaus and institutions. There is enclosed a list of these departments and of the publications (List No. 2). In this list there shall be included, without the necessity of later negotiations, any new bureaus which the Government may later create.

5. It is understood that publications issued in the future by the Departments and institutions which do not now issue publications and are not cited in the enclosed lists, will be transmitted in one copy.

6. This agreement does not oblige either one of the two Governments to proceed to the exchange of confidential publications, blank forms or circular letters which do not have a public character.

7. Each of the parties shall pay for the postal, railroad, or maritime expenses and other charges relative to the sending of the publications which originate in its own country.

8. Both parties express their desire to facilitate as much as possible the shipments of publications.

9. It is understood that this agreement does not amend the agreements already in existence on the subject of the exchange of publications between the various public bureaus and institutions of the two countries.

This agreement shall come into force from the receipt of this note by Your Excellency.

Please accept, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

JOSÉ RAMON GUTIÉRREZ ALLIENDE

To His Excellency

HOFFMAN PHILIP,

*Ambassador Extraordinary and*

*Plenipotentiary of the United States.*

## LISTA N° I

[LISTA DE LOS DIVERSOS DEPARTAMENTOS, REPARTICIONES E INSTITUCIONES DEL GOBIERNO DE CHILE CUYAS PUBLICACIONES HAN DE SER REMITIDAS ASÍ COMO LOS TÍTULOS DE LAS PUBLICACIONES PRINCIPALES QUE HAN DE INCLUIRSE EN EL INTERCAMBIO.]

## PRESIDENCIA.—

1.—Mensajes Presidenciales (anual)

## CONGRESO.—

2.—Boletín de Sesiones del Senado.

3.—Boletín de Sesiones de la Cámara de Diputados.

4.—Reglamento del Senado.

5.—Reglamento de la Cámara de Diputados.

## MINISTERIO DEL INTERIOR.—

6.—Actas oficiales del Proyecto de Constitución Política. x

7.—Anuario del Ministerio del Interior

8.—Boletín Municipal de la República.

9.—Boletín Oficial Dirección General de Carabineros (semanal)

10.—Boletín Oficial de la Dirección General de Correos y Telégrafos (mensual)

11.—Constitución Política de la República de Chile año 1925. x

12.—Decreto Ley N° 283 sobre organización del Cuerpo de Carabineros.

13.—Decreto N° 2490 de 25 de Marzo de 1936, que fija los límites de la provincia de Valdivia.

14.—Diario Oficial.

15.—Estatuto Orgánico de los funcionarios civiles del Estado.

16.—Guía Administrativa.

17.—Leyes electorales.

18.—Ley sobre Registro Electoral.

19.—Ley de Regimen Interior año 1885.

20.—Ley sobre impuesto de patente municipal.

21.—Ley orgánica de los funcionarios civiles del Estado. Año 1928.

22.—Ley sobre Registro Electoral.

23.—Memorias de la Empresa de Agua Potable.

24.—Memorias del Ministerio del Interior (1928)

25.—Padrones electorales de la República.

26.—Recopilación de las disposiciones relativas a las policías fiscales y comunales año 1910.

27.—Reglamento para las construcciones domiciliarias del alcantarillado de Santiago. 1929.—

28.—Reglamento General de la Dirección de Aprovevisionamiento del Estado.

29.—Reglamento del Servicio Interno de la Contabilidad de las reparticiones dependientes del Ministerio del Interior. 1929.—

30.—Reglamento interno del Ministerio del Interior.

31.—Reglamento del servicio interno de la contabilidad del Ministerio del Interior.

32.—Reglamento de los Servicios de Agua Potable y Alcantarillado.

33.—Reglamento para el manejo, cuidado y control de los aparatos cloradores.

34.—Reglamento General para Instalaciones Domiciliarias de Agua Potable y Alcantarillado.

35.—Reglamento para los servicios Particulares de Agua Potable, salobre o de mar y de Alcantarillado.

36.—Memoria de los servicios de Agua Potable y Alcantarillado.

*Dirección General de Alcantarillado de Santiago.*

37.—Reglamento para los Proyectistas y Constructores de Instalaciones domiciliarias de Alcantarillado.

38.—Ley Orgánica de la Dirección General de Alcantarillado de Santiago y su Reglamento.

39.—Reglamento General para las instalaciones domiciliarias de Alcantarillado y Agua Potable de Santiago.

40.—Memoria anual (año 1908)

41.—Memoria anual (año 1934)

42.—Ley N° 5613 y Decreto Supremo N° 1687 de 23 de Abril de 1935, sobre construcción de instalaciones domiciliarias de Alcantarillado y Agua Potable, financiadas por la Caja Nacional de Ahorros.

43.—Reglamento del Trabajo.

x: Se encuentra actualmente en el depósito.



## DIRECCION GENERAL DE CARABINEROS.

44.—Gaceta de Carabineros (mensual).

45.—Reglamento del Servicio.

*Dirección de Investigaciones.*

46.—Revista "Detective".

*Dirección General de Pavimentación.*

47.—Recopilación de Leyes sobre Pavimentación de las comunas rurales de Santiago y San Bernardo.

48.—Ley N° 5757 de 12 de Diciembre de 1935, de Pavimentación General, que se aplica en diversas ciudades de la República.

49.—Reglamento General de Ejecución de Obras de Pavimentación, aprobado por Decreto del Ministerio del Interior N° 1248 de 12 de Marzo de 1936.

50.—Reglamento sobre Pavimentación de nuevas poblaciones.

51.—Reglamento sobre Conservación y Reposición de Pavimentos en las comunas rurales de Santiago.

52.—Memoria anual de la Dirección General de Pavimentación.

*Dirección General de Aprovevisionamiento del Estado.*

53.—Ley 4800, Orgánica de Aprovevisionamiento y su Reglamento.

54.—Pliego de Informaciones para los servicios públicos.

55.—Memoria de la Dirección.

56.—Monografía de los servicios, publicada por la Gaceta de Chile.

*Ministerio de Hacienda.*

57.—Arancel Aduanero.—Edición Oficial.

58.—Boletín Caja de Amortización.

59.—Boletín de Aduanas. Superintendencia de Aduanas.—Valparaíso. (mensual)

60.—Boletín de la Contraloría General.

61.—Boletín de Hacienda.

62.—Disposiciones vigentes sobre Sociedades Anónimas (actualmente derogadas)

63.—Disposiciones sobre Instituciones de Crédito.—Fernández.

64.—Ley N° 5169 Impuesto a la Renta, edición hecha por el Diario Oficial.

65.—Rol de Avalúos de la Comuna de Villa Alemana.—Dirección General de Impuestos Internos.

66.—Memorias de la Superintendencia de Aduanas.

67.—Memorias del Ministerio de Hacienda.

68.—Memorias del Consejo de Defensa Fiscal.

69.—Memorias de la Contraloría General de la República.

70.—Nómina de los Decretos Leyes que establecen entradas a favor del Fisco y de las Municipalidades, 1929.

71.—Presupuesto de entrada ordinaria 1930.

72.—Proyecto de Presupuestos.—anual.

73.—Proyecto de ley sobre impuesto a los tabacos año 1926.

74.—Recopilación de Decretos con Fuerza de Ley del Ministerio de Hacienda año 1927.

75.—Recopilación de leyes por orden numérico 21 vols. (agotados IV—XII—XIII—y XIX).

76.—Recopilación de Decretos con Fuerza de Ley año 1927. Contraloría de la República. 3 vols. (Tomos II y III agotados).

77.—Reglamento General de Fianzas para empleados públicos. Decreto N° 500.

78.—Roles de avalúos de la República.

79.—Recopilación de Decretos con Fuerza de Ley años 1930—1931—1932.—3 vols. x

*Superintendencia de Aduanas.*

80.—Ordenanza de Aduanas.

81.—Boletín de Aduanas (mensual).

*Contraloría General de la República.*

82.—Balance General de la Hacienda Pública.

83.—Inversión del Presupuesto Ordinario de la Nación.

*Superintendencia de Compañías de Seguros y Sociedades Anónimas.*

84.—Circulares y fallos arbitrales expedidos por la Superintendencia (3 vols.) desde su fundación en 1° Enero 1928, hasta el 31 Dic. 1933.

*Ministerio de Educación.*

- 85.—Anales de la Universidad de Chile.
- 86.—Anuario de la Universidad de Chile.
- 87.—Anuario del Servicio Meteorológico de Chile.
- 88.—Anuario de la Prensa chilena ((Biblioteca Nacional) 1914 y 1915 hay). x
- 89.—Biblioteca Escritores de Chile. Tomos I al XIII (agotados en el Depósito los tomos 2—3—4—5—6—7). x
- 90.—Boletín de la Biblioteca Nacional.
- 91.—Boletín Pedagógico (Dirección General de Instrucción Primaria).
- 92.—Boletín Oficial del Ministerio de Educación.
- 93.—Boletín del Servicio Sismológico de la Universidad de Chile.
- 94.—Boletín del Museo Nacional.
- 95.—Boletín del Museo Nacional de Historia Natural.
- 96.—Revista de Educación.
- 97.—Catálogo de Autores Griegos y Latinos (Biblioteca Nacional). x
- 98.—Catálogo del Archivo de la Real Audiencia. 3 vols. Archivo Nacional. x
- 99.—Catálogo de la Sección Americana de la Biblioteca Nacional. x
- 100.—Catálogo de los manuscritos relativos a los antiguos jesuitas de Chile. x (Archivo Nacional)
- 101.—Catálogo de la Biblioteca Medina. 6 vols. Biblioteca Nacional.
- 102.—Colección de Historiadores de la Independencia J. T. Medina (tomo XXVIII) Biblioteca Nacional.
- 103.—Cruz Ernesto.—Epistolario de O'Higgins. Tomo I.
- 104.—Díaz Mesa.—Crónicas de la Conquista. Tomos II y III.
- 105.— “ “ En plena Colonia. (Tomos II y III).
- 106.—Guía del Archivo de Escribanos.—Archivo Nacional. 3 vols.
- 107.—Grasel.—Manual de Bibliotecario. (2 vols.)
- 108.—Ley sobre Instrucción Primaria.
- 109.—Ley sobre propiedad Intelectual (agotada)
- 110.—Lista sobre publicaciones periódicas chilenas (1915, 1921, 1923, 1924, 1925, 1926, 1927, 1928) Biblioteca Nacional.
- 111.—Memorias de la Biblioteca Nacional.
- 112.—Memorias de la Universidad de Chile.
- 113.—Memorias del Ministerio de Educación.
- 114.—Prats de Sarratea. Educación de las jóvenes. x
- 115.—Recopilación de Decretos Leyes del Ministerio de Instrucción, 1925.
- 116.—Recopilación de Leyes y Reglamentos de Instrucción Primaria y Normal.
- 117.—Reglamento General de las Escuelas Vocacionales (1930)
- 118.—Reglamento que establece la censura cinematográfica.
- 119.—Riquelme Daniel.—Cuentos de la Guerra. x
- 120.—Servicio Meteorológico de Chile. x.
- 121.—Vaisse.—Bibliografía General de Chile. x
- 122.—Westenhofer.—Diagnóstico y Técnica de Anatomía Patológica. (agotada en el depósito)

## MINISTERIO DE FOMENTO:

- 123.—Anuario Estadístico de la República de Chile.
- 124.—Anuario Estadístico de Chile. Vol. IV año 1934. Minería e industria.
- 125.—Anuario Estadístico año 1935. Vol. VII. Dirección General de Estadística.
- 126.—Boletín Semanal de la Dirección General de Estadística.
- 127.—Boletín de los FF. CC. del Estado.
- 128.—Boletín del Departamento de Minas y Petróleo.
- 129.—Boletín de la Inspección de Geografía y Minas.
- 130.—Código de Minería (derogado)
- 131.—Ley de Caminos N° 4851.—Dirección General de Obras Públicas. Departamento de Caminos.
- 132.—Estadística (Publicaciones Dirección General de Estadística. (Publicaciones Dirección General de Estadística)).

*Año 1915.*

- 132 bis.—Vol. I.—Demografía.
- 133.— “ II.—Beneficencia, Medicina e Higiene.
- 134.— “ III.—Política y Administración.
- 135.— “ IV.—Justicia, Policía y Criminalidad.
- 136.— “ V.—Instrucción
- 137.— “ VI.—Hacienda
- 138.— “ VII.—Agricultura

- 139.- Vol. VIII.-Minería y Metalurgia  
 140.- " IX.-Industria Manufacturera  
 141.- " X.-Comercio Interior  
 142.- " XI.-Comercio Exterior  
 143.- " XII.-Comunicaciones  
 144.- " XIII.-Sinopsis Estadística.

*Años 1916-1917 y 1918 igual al año 1915.*

*Año 1919.*

- 145.-Vol. I.-Demografía  
 146.- " II.-Beneficencia, Medicina e Higiene.  
 147.- " III.-Política y Administración.  
 148.- " IV.-Justicia, Policía y Criminalidad.  
 149.- " V.-Instrucción  
 150.- " VI.-Hacienda  
 151.- " VII.-Agricultura  
 152.- " VIII.-Minería y Metalurgia  
 153.- " IX.-Industria Manufacturera  
 154.- " X.-Comercio Interior  
 155.- " XI.-Comercio Exterior  
 156.- " XII.-Comunicaciones  
 Sinopsis Estadística y desde el mes de Mayo el Boletín Estadístico mensual.-

*Año 1920.*

- 158.-Vol. I. Demografía  
 159.- " II.-Beneficencia, Medicina e Higiene  
 160.- " III.-Política y Administración  
 161.- " IV.-Justicia, Policía y Criminalidad.  
 162.- " V.-Instrucción.  
 163.- " VI.-Hacienda  
 164.- " VII.-Agricultura  
 165.- " VIII.-Minería y Metalurgia.  
 166.- " IX.-Industria manufacturera  
 167.- " X.-Comercio Interior  
 168.- " XI.-Comercio Exterior  
 169.- " XII.-Comunicaciones  
 170.- " XIII.-Sinopsis Estadística.  
 Boletín Estadístico  
 Censo de la Población.

*Años 1921, 1922, 1923, 1924, 1925 y 1926 igual al año 1919.*

En el año 1927 no se publicó "Industria Manufacturera"

*Año 1928.*

- 173.-Vol. I.-Demografía y Beneficencia  
 174.- " II.-Administración, Justicia y Educación.  
 175.- " III.-Agricultura  
 176.- " IV.-Minería e Industria  
 177.- " V.-Finanzas, Bancos y Cajas Sociales.  
 178.- " VI.-Comercio Interior y Comunicaciones  
 179.- " VII.-Comercio Exterior  
 180.- " Anuario Estadístico  
 Revista Mensual "Estadística Chilena"  
 Censo de la Industria manufacturera y del Comercio.

*Año 1929.*

- 181.-Vol. I.-Demografía y Asistencia Social  
 182.- " II.-Administración, Justicia y Educación.  
 183.- " III.-Agricultura  
 184.- " IV.-Minería e Industria  
 185.- " V.-Finanzas, Bancos y Cajas Sociales

- 186.-Vol. VI.-Comercio Interior y Comunicaciones  
 187.- " VII.-Comercio Exterior  
 188.- " Anuario Estadístico  
 189.- " Revista Mensual "Estadística chilena"  
 190.- " Censo Agropecuario  
 191.- Censo de la Población.

*Año 1930.*

- 192.-Vol. I.-Demografía y Asistencia Social.  
 193.- " II.-Política y Administración, Justicia y Educación.  
 194.- " III.-Agricultura  
 195.- " IV.-Minería e Industria  
 196.- " V.-Finanzas, Bancos y Cajas Sociales  
 197.- " VI.-Comercio Interior y Comunicaciones  
 198.- " VII.-Comercio Exterior.  
 199.- Revista Mensual "Estadística Chilena"  
 200.- Anuario Estadístico  
 201.- Censo Agropecuario  
 202.- Censo de Población

*Año 1931.*

- 203.-Vol. I.-Demografía y asistencia social  
 204.- " II.-Administración, Justicia y Educación  
 205.- " III.-Agricultura  
 206.- " IV.-Minería e Industrias  
 207.- " V.-Finanzas, Bancos y Cajas Sociales  
 208.- " VI.-Comercio Interior y comunicaciones  
 209.- " VII.-Comercio Exterior  
 Revista Mensual "Estadística Chilena"

*Año 1932.*

- 210.-Vol. I.-Demografía y Asistencia Social  
 211.- " II.-Administración, Justicia y Educación.  
 212.- " III.-Agricultura  
 213.- " IV.-Minería e Industria  
 214.- " V.-Finanzas, Bancos y Cajas Sociales.  
 215.- " VI.-Comercio Interior y Comunicaciones  
 216.- " VII.-Comercio Exterior  
 217.- Revista mensual "Estadística Chilena" y desde el mes de Setiembre  
 "Barómetro Económico". (semanal)

*Año 1933.*

- 218.-Vol. I.-Demografía y Asistencia Social.  
 219.- " II.-Administración y Justicia.  
 220.- " III.-Agricultura  
 221.- " IV.-Minería e Industrias.  
 222.- " V.-Finanzas, Bancos y Cajas Sociales  
 223.- " VI.-Comercio Interior y Comunicaciones  
 224.- " VII.-Comercio Exterior  
 225.- " Revista Mensual "Estadística Chilena"  
 226.- Boletín Semanal "Barómetro Económico" Hasta Nov.  
 227.- Sinopsis Geográfico-Estadístico.  
 228.- Censo de Educación

*Año 1934.*

Hasta la fecha se han publicado los vols. II—III— y VII.  
 Revista Mensual Estadística Chilena.  
 Boletín Semanal en remplazo de "Barómetro Económico".

Año 1935.

Revista "Estadística Chilena" hasta el mes de Sep. Boletín Estadístico en reemplazo del Boletín Semanal hasta Julio.—

- 230.—Esquiato Betuminoso de Lonquimay y Pular.—Del Departamento de Minas y Petróleos.—Ministerio de Fomento. Chile.—
- 231.—Ley N° 4531 y Reglamento General de Cooperativas Agrícolas. Ministerio de Fomento.
- 232.—Estadística de los FF. CC. del Estado y Particulares.
- 233.—Estadística de los FF. CC. en explotación.
- 234.—Kaempfer.—Industria del Salitre y del Yodo. x
- 235.—Ley y Reglamento de la Caja de Crédito Minero
- 236.—Ley Especial de Obras Públicas y Cesantía.—1932.
- 237.—Memorias de la Caja de Retiro de los FF. CC. del Estado.
- 238.—Memorias del Ministerio de Fomento.
- 240.—Proyecto de Creación de una Caja de Retiro y Previsión de los FF. CC. del Estado. 1916.—
- 241.—Reglamento del Trabajo del Personal de Cuadrillas de vías y obras FF. CC. del Estado.
- 242.—Sinopsis Estadística de la República de Chile.
- 243.—Vila.—Recursos Minerales no metálicos de Chile.
- 244.—Reglamento para contratos de Construcción de Edificios Fiscales.
- 245.—Especificaciones Técnicas generales para la construcción de edificios fiscales.
- 246.—Normas para la Mensura de las obras que se ejecutan por Administración y por Contratos a Serie de Precios.
- 247.—Normas para el cálculo y la construcción de obras de hormigón armado.
- 248.—Ley N° 4563 sobre Construcciones asísmicas.
- 249.—Reglamento para conductores de obras.
- 250.—Normas chilenas para la aceptación del cemento Portland en las obras públicas.
- 251.—Reglamentos de servicio para el Archivo técnico del Departamento de Arquitectura de la Dirección General de obras Públicas.
- 252.—Reglamentos para la inscripción en el Registro de Contratistas.
- 253.—Reglamento Orgánico de la Oficina.
- 254.—Ley General sobre Construcciones y Urbanización.

*Departamento de Industrias Fabriles.*

- 255.—Monografía Industrial de Chile. 1910.
- 256.—Decreto Ley sobre Propiedad Industrial.
- 257.—Clasificación de marcas.
- 258.—Los sustitutos del arroz.
- 259.—Gas pobre.

*Jardín Zoológico.*

- 260.—Las aves de caza en Chile. N° 1
- 261.—Concordancia en el colorido de diversos insectos de la fauna chilena. N° 2.
- 262.—Los vertebrados autóctonos chilenos que aun viven en libertad dentro del recinto ocupado por el Jardín Zoológico Nacional de Chile. N° 4.
- 263.—Antecedentes para la historia del Jardín Zoológico Nacional de Chile. N° 4
- 264.—Memoria del Jardín Zoológico Nacional de Chile (1928) presentada al señor Ministro de Fomento por el Director don Carlos S. Reed. N° 5
- 265.—Instrucciones sobre el aprovechamiento de la piel y de la carne del conejo silvestre en Chile. N° 6
- 266.—Memoria del Jardín Zoológico Nacional de Chile (1930) presentada al señor Ministro de Fomento por el Director señor Carlos Reed. N° 7.
- 267.—Informe presentado al señor Ministro de Fomento por la Comisión nombrada para investigar el estado del Jardín Zoológico. N° 8
- 268.—Nomenclatura actual y distribución geográfica de las aves continentales de Chile según el Field Museum of Natural History. Chicago U.S.A. N° 9
- 269.—Las aves exóticas que viven aclimatadas en estado silvestre en algunas regiones de Chile. N° 10

*Ministerio de Justicia.*

- 270.—Apéndice 24° al Índice del Archivo Judicial.
- 271.—Boletín del Servicio del Registro Civil (irregular)
- 272.—Boletín de la Dirección General de Protección de Menores.
- 273.—Boletín de la Dirección General de Prisiones
- 274.—Boletín de las Leyes y Decretos del Gobierno (mensual). x
- 275.—Código de Procedimiento Civil (agotado)

- 276.—Decreto Ley N° 407 que organiza el servicio notarial en la República. x  
 277.—Decretos Leyes N°s. 363 y 446 Juzgados de Menor Cuantía. x  
 278.—Gaceta de los Tribunales (semestral)  
 279.—Índice del Archivo Judicial. x  
 280.—Letelier. Dictámenes Fiscales. x  
 281.—Ley sobre Protección de Menores N° 4447  
 282.—Proyecto del Código Penal. 1930  
 283.—Protocolos Notariales de Valdivia. x  
 284.—Recopilación de Decretos Leyes y Reglamentos del Ministerio de Justicia 1925  
 285.—Revista de Ciencias Penales.

*Ministerio de Defensa Nacional.*

- 286.—Anuario del Ministerio de Guerra.  
 287.—Anuario Hidrográfico de la Marina de Chile.  
 288.—Boletín Oficial del Instituto Geográfico Militar.  
 289.—Boletín Oficial de la Subsecretaría de Aviación.  
 290.—Código de Justicia Militar (agotado en el depósito)  
 291.—Memorias del Ministerio de Marina  
 292.—Memorias del Ministerio de Guerra  
 293.—Revista de la Marina  
 294.—Reglamento de Caballería. 2 vols. Ministerio de Defensa Nacional.—Comando en Jefe del Cuartel General del Ejército. 1936.

*Ministerio de Guerra.*

*Estado Mayor del Ejército.*

- 295.—Táctica General por el Coronel Culmann (traducción)  
 296.—Tratado Guerra de Montaña, por el General Dose (traducción)  
 297.—Lecciones de la Guerra, por el Comandante Bouvard. (traducción)  
 298.—Servicio de Intendencia, por el General Hans von Kiesling.  
 299.—Operaciones en alta montaña por el General Hans von Kiesling.  
 300.—Empleo de la Caballería, por el General Bremke. (traducción)  
 301.—Memorial del Ejército.—Revista Militar (bimestral)

*Instituto Geográfico Militar.*

- 302.—Memoria Técnica del Ejército  
 303.—Anuario del Instituto (1891 a 1932)

*Dirección de Reclutamiento y Tiro Nacional.*

- 304.—Cartilla para las Sociedades Nacionales de Tiro, sobre Aseo, conservación, almacenamiento, recepción, devolución y reemplazo de armamentos.  
 305.—Cartilla de Instrucciones para el desempeño de las funciones de Inspectores de Tiro.  
 306.—Proyecto de Ley de Tiro Obligatorio.  
 307.—Instrucciones sobre materias que tratarán los funcionarios que se constituyan en visita de inspección en las oficinas de Reclutamiento y Tiro Nacional.  
 308.—Revista "Patria" (mensual)  
 309.—Revista del Suboficial (mensual)

*Departamento de Sanidad Militar.*

- 310.—Cánceres traumáticos y profesionales.  
 311.—Revista de Sanidad Militar. (bimensual)

*Ministerio de Marina.*

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|---------------------|---|--|
| 312.—Publicación N° | 1 | Observaciones met. en mina Aguila, Bolivia. 1909 |
| 313.—“              | “ | 2 Observaciones met. Prov. 1910                  |
| 314.—“              | “ | 3 Anuario Mct. 1a. y 2a. parte                   |
| 315.—“              | “ | 4 Observaciones met. en I. de Pascua 1911-12     |
| 316.—“              | “ | 5 Valores honorarios de Santiago 1922            |
| 317.—“              | “ | 6 Agua caída medida en 1912                      |
| 318.—“              | “ | 7 Valores honorarios Santiago 1922               |

319.-	Publicación No	8	Anuario Met. 1912 1a. parte.
320.-	"	9	Ondas herzianas registradas en San Carlos de Ancud.
321.-	"	10	Anuario Met. 1912. 2a. parte
322.-	"	11	Valores honorarios de Punta Arenas 1911-12
323.-	"	12	Valores Honorarios de Santiago 1913
324.-	"	13	" " " Valdivia 1911-12
325.-	"	14	" " " Santiago 1914
326.-	"	15	Anuario Met. de Chile 1913.
327.-	"	16	Medida de agua caída en 1913
328.-	"	17	Anuario Met. 1913
329.-	"	18	Valores honorarios de los Andes 1911-12.
330.-	"	19	Anuario Met. 1915. 1a. parte.
331.-	"	20	Rec. de sumas de aguas caídas en Chile
332.-	"	21	Rec. de las observaciones de la Est. de Santiago 1911 a 1915 (agotada)
333.-	"	22	Anuario Met. 1915. 2a. parte
334.-	"	23	Lluvias en 1916
335.-	"	24	" " 1917
336.-	"	25	Anuario Met. 1914
337.-	"	26	" " 1916
338.-	"	27	" " 1917
339.-	"	28	Obsrv. Met. en algunas ciudades de Chile. Rs. 1911 a 1915 (agotada)
340.-	"	29	Lluvias en 1918
341.-	"	30	Anuario Met. de Chile de 1918 y Res. de valores honorarios y de las observaciones de temperatura a diferentes profundidades en Santiago 1915.
342.-	"	31	Anuario Met. 1919
343.-	"	32	" " 1920
344.-	"	33	" " 1921
345.-	"	34	" " 1922
346.-	"	35	" " 1923
347.-	"	36	" " 1924
348.-	"	37	Lluvias mensuales 1918-25. Anexo lluvias max. en diversos períodos, estudio sobre las depresiones atmosféricas en Chile y gráficos.
349.-	"	38	Anuario Met. 1925
350.-	"	39	" " 1926
351.-	"	40	" " 1927
352.-	"	41	" " 1928
353.-	"	42	" " 1929
354.-	"	43	" " 1930
355.-	"	44	" " 1931
356.-	"	45	" " 1932
357.-	"	46	" " 1933
358.-	"	47	" " 1934

*Departamento de Obras Marítimas.*

359.-	Puerto de Iquique.—Proyecto del Puerto. Memoria 1927.
360.-	" " Iquique.—Obras fundamentales del puerto.
361.-	" " Antofagasta. Pliego de condiciones 1917.
362.-	" " " Obras complementarias 1926.
363.-	" " Valparaíso.—Propuesta para la construcción de obras 1906.
364.-	" " " Mejoramiento de los cauces y quebradas.
365.-	" " " Pliego de condiciones para la construcción del Molo 1922.
366.-	" " San Antonio.—Folleto de propaganda del Puerto. 1923.
367.-	" " " Pliego de condiciones 1911.
368.-	" " Constitución.—Proyecto de mejoramiento del puerto. 1918.
369.-	" " " Pliego de condiciones para la construcción de obras fundamentales del puerto. 1923
370.-	" " Talcahuano.—Obras complementarias del Malecón Blanco Encalada 1913.
371.-	" " Lebu Planes.
372.-	" " Lebu Proyecto de mejoramiento del Puerto 1933.
373.-	" Montt Obras de mejoramiento 1928.
374.-	" " Memoria de Contabilidad del Departamento de obras marítimas: 1934.



*Ministerio del Trabajo.*

- 375.—Boletín Oficial de la Caja Nacional de Empleados Públicos y Periopistas;
- 376.—Boletín de la Inspección General del Trabajo.
- 377.—Boletín del Ministerio de Bienestar Social
- 378.—Frias Collao. Legislación sobre accidentes del trabajo
- 379.—Ley N° 1838 sobre habitaciones para obreros
- 380.—Ley N° 4563 sobre construcciones sísmicas. año 1929
- 381.—Reglamento de la Ley N° 5579 sobre financiamiento de la habitación Popular; Imprenta La Nación. Edición Oficial.
- 382.—Memorias del Ministerio de Bienestar Social
- 383.—Memorias del Ministerio del Trabajo.

*Inspección General del Trabajo;*

- 384.—Revista del Trabajo (mensual)
- 385.—Disposiciones legales y reglamentarias relativas a la Organización y Funcionamiento de la Inspección General del Trabajo. 1935.

*Dirección General de Crédito Popular y de Casas de Martillo.*

- 386.—Recopilación completa de las leyes y reglamentos de la Dirección General de Crédito Popular y de Casas de Martillo.
- 387.—Memoria anual de la Dirección.

*Departamento de Extensión Cultural.*

- 388.—El mensaje del pueblo por don Tomás Gatica Martínez.
- 389.—El problema social y la cultura obrera por don Tomás Gatica Martínez.
- 390.—Derechos ciudadanos por don René Hurtado Borne
- 391.—Concepto de Gobierno por don René Hurtado Borne
- 392.—Conceptos Generales de Educación Cívica por don René Hurtado Borne.
- 393.—Feminismo Obrero por Vera Zouroff.
- 394.—Boletín Informativo del Departamento (bimensual)

*Ministerio de Agricultura.*

- 395.—Boletín del Ministerio de Agricultura (trimestral)
- 397.—Ley N° 4097 sobre contrato de Prenda Agraria
- 397.—Boletín de las Escuelas Experimentales
- 398.—Memorias del Ministerio de Agricultura.

*Departamento de Arboricultura y Sanidad Vegetal.*

- 399.—Leyes Reglamentos y disposiciones referentes a la industria frutícola.
- 400.—Contribución al desarrollo de la Fruticultura en Chile.
- 401.—Cuidados culturales de los huertos frutales
- 402.—Cosecha, selección, preparación y embalaje de frutos para la exportación.
- 403.—El cultivo del Manzano.

*Departamento de Ganadería y Sanidad Animal.*

- 404.—Cuadro explicativo de la Distomatosis
- 405.—Cuadro explicativo de la Fiebre aftosa
- 406.—Calendario de las enfermedades infecto contagiosas del ganado y la época en que deben efectuarse las vacunas preventivas.
- 407.—Folleto de la Ley de Policía Sanitaria Animal (agotado)
- 408.— “ “ “ Rabia
- 409.— “ “ “ Fiebre Aftosa
- 410.— “ del Carbunco Bacteridiano
- 411.— “ de la Anoplasmosis
- 412.— “ de la Sarna Ovina
- 413.— “ de la Crianza del Ganado en el Territorio de Magallanes.
- 414.— “ del estudio químico y efectos tóxicos del Olivillo,
- 415.— “ breve reseña de los territorios de Magallanes y Aysen.

*Inspección de Servicios Provinciales.*

- 416.—Agricultura General de don Roberto Opazo G.
- 417.—Monografía Cultural de las diversas plantas agrícolas de don Roberto Opazo G.
- 418.—Plantas forrajeras y plantas industriales de don Roberto Opazo G.

*Servicio de Genética*

- 419.—Cuadro ilustrativo de los trigos genéticos elaborados por el servicio de Genética.  
 420.—Folleto "El Control de las semillas"  
 421.—Circular N° 1 del Servicio de Genética, a sus clientes referente a abonos.  
 422.—Hoja descriptiva del trigo genético "Barón"  
 423.— " " " " " " "General"  
 424.— " " " " " " "Lucía"  
 425.— " " " " " " "Sra. Verde".

*Servicio de Laboratorio de Investigaciones agrícolas.*

- 426.—Estudio de la calidad industrial de algunas variedades de trigo.

*Monografías publicadas y de las cuales hay existencia de ejemplares Disponibles.*

- 427.—Publicación N° 1 Servicio de Sanidad Vegetal. Polisulfuro de Calcio  
 428.— " " 2 Servicio de Sanidad Vegetal. Clado Bordalés.  
 429.— " " 3 Silva Figueroa Carlos. Mariposas perjudiciales. 1922  
 430.— " " 4 Servicio de Sanidad Vegetal. Ley y Reglamento de Policía Vegetal.  
 431.— " " 5 Camacho Carlos.—Algunos insectos perjudiciales a las legumbres cultivadas el año 1919.  
 432.— " " 6 Graf Marín Alberto. La venturia del manzano. 1933.  
 433.— " " 7 Camacho Carlos.—El gusano del poroto 1918.  
 434.— " " 8 Camacho Carlos.—Las cuncunillas.  
 435.— " " 9 Silva Figueroa Carlos.—Mariposas perjudiciales. Las polillas de la papa. 1920.  
 436.— " " 10 Espinosa B. Marcial. Contribución al conocimiento de las malezas chilenas.  
 437.— " " 11 Servicio de Sanidad Vegetal.—El quintral, la margarita, la cizaña púrpura y la galega. Plantas declaradas plagas de la agricultura año 1929.

*Ministerio de Salubridad.*

- 438.—Boletín de la Dirección General de Sanidad  
 439.—Boletín Sanitario  
 440.—Código Sanitario (agotado)  
 441.—Memorias del Ministerio de Salubridad  
 442.—Proyecto del Código Sanitario año 1910.  
 443.—Reglamento de Estupefacientes. Dirección General de Sanidad.  
 444.—Reglamento sobre profilaxis de enfermedades infecciosas.  
 445.—Reglamento de la Beneficencia Pública. Año 1923.

*Dirección General de Sanidad.*

- 446.—Monografías (año 1929)  
 447.—Boletín del servicio Nacional de Salubridad. (actualmente interrumpido)

*Ministerio de Bienestar Social.**Departamento de Previsión Social.*

- 448.—Memoria del Departamento de Previsión Social (año 1934)  
 449.—Memoria del Departamento de Previsión Social (año 1936)  
 450.—Boletín de "Previsión Social" (bimestral)

*Ministerio de Relaciones Exteriores y Comercio.*

- 451.—Boletín del Departamento de Relaciones Exteriores.  
 452.—Memorias del Ministerio de Relaciones Exteriores.  
 453.—Memorias del Ministerio de Comercio.  
 454.—Monthly Economic Survey of Chile.—Ministry of Foreign Affairs and Commerce.—(mensual) Se publica en cuatro idiomas. (español, francés, inglés y alemán).  
 455.—Proyecto de Ordenanza Consular y Decreto Orgánico año 1927.

*Ministerio de Tierras y Colonización.*

- 456.—Boletín del Ministerio de Propiedad Austral  
 457.—Memorias de la Inspección de Tierras y Colonización.  
 458.—Memorias de la Oficina de Mensura de Tierras  
 459.—Memorias del Ministerio de Tierras y Colonización.

## LIST NO. 2

LIST OF THE VARIOUS DEPARTMENTS AND INSTRUMENTALITIES OF THE  
UNITED STATES GOVERNMENT THE PUBLICATIONS OF WHICH ARE TO  
BE FURNISHED TOGETHER WITH THE TITLES OF THE PRINCIPAL SERIAL  
PUBLICATIONS TO BE INCLUDED IN THE EXCHANGE

## AGRICULTURE DEPARTMENT

Crops and markets, monthly  
Department leaflet  
Farmer's bulletin, irregular  
Journal of agricultural research, semi-monthly  
Technical bulletin, irregular  
Yearbook of agriculture, bound.

*Agricultural economics bureau*

Agricultural situation, monthly  
Statistical bulletin  
Report, annual

*Agricultural engineering bureau*

Report, annual

*Animal Industry bureau*

Service and regulatory announcements

*Biological survey bureau*

North American fauna  
Report, annual

*Chemistry and soils bureau*

Soil survey reports  
Report, annual

*Dairy industry bureau*

Report, annual

*Entomology and plant quarantine bureau*

Report, annual

*Experiment station office*

Experiment station record, monthly  
Report on agricultural experiment stations, annual

*Extension service*

Extension service review, monthly

*Food and drug administration**Forest service*

Report, annual

*Home economics bureau*

Report, annual

*Information office*

Report, annual

*Plant industry bureau**Public roads bureau*

Public roads, journal of highway research, monthly  
Report, annual

*Soil conservation service*

Soil conservation, monthly  
Report, annual

*Weather bureau*

Climatological data for U.S., monthly  
Monthly weather review

## CIVIL SERVICE COMMISSION

Official register of the U.S., annual bound  
Report, annual

## COMMERCE DEPARTMENT

Annual report of the Secretary of commerce

*Air commerce bureau**Census bureau*

Decennial census

Biennial census of manufactures

Birth, stillbirth and infant mortality statistics, annual

Financial statistics of cities over 100,000, annual

Financial statistics of state and local governments, annual

Mortality statistics, annual

County and city jails, prisoners, annual

Prisoners in state and federal prisons, annual

*Coast and geodetic survey*

Special publications

*Fisheries bureau*

Bulletin

Fishery circular

Investigational report

*Foreign and domestic commerce bureau*

Domestic commerce series

Survey of current business

Foreign commerce and navigation, bound annual

Monthly summary of foreign commerce

Commerce reports, weekly

Statistical abstract, annual

Trade information bulletin

Trade promotion series

*Lighthouses bureau**National bureau of standards*

Circular

Journal of research, monthly

Technical news bulletin, monthly

*Navigation and steamboat inspection bureau*

Merchant marine statistics, annual

Merchant vessels of the United States, annual

*Patent office*

Official gazette, weekly

Index of trademarks, annual

Index of patents, annual

*Shipping board bureau*

Shipping board bureau reports

## CONGRESS

Congressional record, bound

Congressional directory, bound

Statutes at large, bound

Code of laws and supplements, bound

*House of representatives*

Journal, bound

Documents, bound

Reports, bound

*Senate*

Journal, bound

Documents, bound

Reports, bound

## COURT OF CLAIMS

Report of cases decided

## COURT OF CUSTOMS AND PATENT APPEALS

Reports (decisional), bound

## DISTRICT OF COLUMBIA

Reports of the various departments of the local government

## EMPLOYEES' COMPENSATION COMMISSION

Annual report

## FARM CREDIT ADMINISTRATION

Annual report

## FEDERAL COMMUNICATIONS COMMISSION

Annual report

## FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

## FEDERAL HOME LOAN BANK BOARD

Federal home loan bank review, monthly

## FEDERAL HOUSING ADMINISTRATION

Annual report

## FEDERAL POWER COMMISSION

Annual report

## FEDERAL RESERVE SYSTEM

Federal reserve bulletin, monthly

Annual report

## FEDERAL TRADE COMMISSION

Annual report

Decisions, bound

## GENERAL ACCOUNTING OFFICE

Decisions of comptroller-general, bound

## GOVERNMENT PRINTING OFFICE

Annual report

*Documents office*

Documents catalog, biennial

Monthly catalog

## INTERIOR DEPARTMENT

Annual report

Decisions

*Education office*

Bulletin

Pamphlet series

School life, monthly except July and August

Vocational education bulletin

*General land office**Geological survey*

Bulletin

Professional paper

Water supply papers

*Mines bureau*

Bulletin

Minerals yearbook

Technical paper

## NATIONAL PARK SERVICE

*Reclamation bureau*

Reclamation era, monthly

## INTERSTATE COMMERCE COMMISSION

Annual report

Annual report of statistics on railways

Interstate commerce commission reports (decisions), bound

## JUSTICE DEPARTMENT

Annual report of the Attorney General

Opinions of the " "

*Prisons bureau*

Federal offenders, annual

## LABOR DEPARTMENT

Annual report

*Children's bureau**Employment service**Immigration and naturalization service**Labor standards division*

Bulletin

Industrial health and safety series

*Labor statistics bureau*

Bulletin

Monthly labor review

*Women's bureau*

Bulletin

## LIBRARY OF CONGRESS

- Annual report, bound
- Copyright office*
- Catalog of copyright entries
- Documents division*
- Monthly checklist of state publications
- Legislative reference service*
- State law index, biennial, bound

## NATIONAL ACADEMY OF SCIENCES

- Annual report

## NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS

- Annual report
- Bibliography of aeronautics, annual
- Technical reports

## NATIONAL ARCHIVES

## NATIONAL EMERGENCY COUNCIL

- United States government manual

## NATIONAL LABOR RELATIONS BOARD

- Decisions

## NATIONAL MEDIATION BOARD

- Annual report

## NATIONAL RESOURCES BOARD

- Report

## NAVY DEPARTMENT

- Annual report of the Secretary of the Navy
- Engineering bureau*
- Marine corps*
- Medicine and surgery bureau*
- Naval medical bulletin, quarterly
- Annual report of the surgeon general
- Naval war college*
- International law situations, annual bound
- Navigation bureau*
- Navy directory, quarterly
- Register, annual
- Hydrographic office*
- Publications
- Nautical almanac office*
- American ephemeris and nautical almanac, annual
- American nautical almanac, annual
- Supplies and accounts bureau*
- Naval expenditures, annual

## POST OFFICE DEPARTMENT

- Postal guide, annual with monthly supplements
- Annual report of the Postmaster general
- Postal savings system*
- Annual report

## PRESIDENT OF THE UNITED STATES

- Addresses, messages

## RECONSTRUCTION FINANCE CORPORATION

- Report, quarterly

## SECURITIES AND EXCHANGE COMMISSION

- Decisions
- Annual report

## SMITHSONIAN INSTITUTION

- Report, annual
- Ethnology bureau*
- Annual report
- Bulletin
- National museum*
- Report, annual

## STATE DEPARTMENT

- Arbitration series
- Conference series

Executive agreements series  
 Foreign relations, annual, bound  
 Latin American series  
 Press releases weekly  
 Territorial papers of the United States, bound  
 Treaty series  
 Treaty information bulletin, monthly

## SUPREME COURT

Official reports, bound

## TARIFF COMMISSION

Annual report  
 Miscellaneous series  
 Reports

## TAX APPEALS BOARD

Board of tax appeals reports

## TREASURY DEPARTMENT

Annual report of the Secretary of the Treasury on the state of finances  
 Combined statement of receipts, expenditures, balances, etc., annual  
 Treasury decisions, bound

*Budget bureau*

Budget, annual, bound

*Bookkeeping and warrants division*

Digest of appropriations, annual

*Coast guard*

Register, annual

*Comptroller of the currency*

Annual report

*Internal revenue bureau*

Internal revenue bulletin, weekly

Annual report of the commissioner of internal revenues

Statistics of income

*Mint bureau*

Annual report

*Narcotics bureau**Procurement division**Public health service*

National institute of health bulletin

Public health bulletin, irregular

Public health reports, weekly

Annual report

Venereal disease information, monthly

## VETERANS' ADMINISTRATION

Annual report

Medical bulletin, quarterly

## WAR DEPARTMENT

Report of the Secretary of war, annual

*Adjutant general's department*

Official army register, annual

Army list and directory, semi-annual

*Engineer department*

Report of the chief of engineers (incl. commercial statistics on water-borne commerce), annual

Rivers and harbors board. Port series

*General staff corps**Insular affairs bureau*

Annual report

*Medical department*

Report of the surgeon general, annual

*Military intelligence division**National guard bureau**Ordnance department**Quartermaster general**Signal office*



## COMMERCIAL RELATIONS

*Exchanges of notes at Santiago January 6 and February 1, 1938  
Entered into force provisionally February 1, 1938; definitively January 5,  
1940*

*Extended provisionally by agreement of February 20 and 24, 1939 <sup>1</sup>  
Supplemented by agreement of July 30, 1945,<sup>2</sup> as modified and extended*

52 Stat. 1479; Executive Agreement Series 119

*The American Chargé d'Affaires to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Santiago, January 6, 1938*

No. 616

### EXCELLENCY:

I have the honor to confirm to Your Excellency the terms of the provisional commercial agreement which our respective Governments have agreed to establish pending the negotiation of a more comprehensive commercial agreement or of a definitive treaty of friendship, commerce and navigation, as follows:

1. The contracting parties 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.

2. In the event that the Government of the United States of America or the Republic of Chile establishes or maintains any form of quantitative restriction or control of the importation or sale of any article in which the other country has an interest, or imposes a lower duty or charge on the importation or sale of a specified quantity of any such article than the duty or charge imposed on importations in excess of such quantity, it shall allot to the other country during any quota period a share of the total quantity of any such article permitted to be imported or sold or permitted to be imported or sold at such lower duty or charge which is equivalent to the proportion of the total importation of such article which such other country supplied during a previous representative period, unless it be mutually agreed to dispense with such allocation.

<sup>1</sup> EAS 144, *post*, p. 590.

<sup>2</sup> TIAS 1529, *post*, p. 620.

3. a) The Government of Chile confirms its previous declarations and reiterates that it will take the steps necessary to abolish, as soon as its international economic position permits it to do so, the exchange control measures affecting the transfer of payments for articles the growth, produce or manufacture of the United States of America.

b) Until such time the Government of Chile will avoid exchange control measures involving the use of exchange at rates higher than those which would be set by the free supply and demand of the market.

4. It is understood that the advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions, the Philippine Islands, or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement; and this Agreement shall not apply in respect of advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Chile to adjacent countries in order to facilitate short frontier traffic.

5. Nothing in this Agreement shall be construed as a limitation of the right of either country to impose on such terms as it may see fit prohibitions or restrictions (1) imposed on moral or humanitarian grounds; (2) designed to protect human, animal or plant health or life; (3) relating to prison made goods; (4) relating to the enforcement of police or revenue laws; or (5) 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.

6. The agreement between the United States of America and the Republic of Chile signed September 28, 1931,<sup>8</sup> shall terminate, if it will not have already automatically terminated, on the day on which the present agreement comes into force.

7. The present agreement shall continue in force until superseded by a more comprehensive commercial agreement or by a definitive treaty of friendship, commerce and navigation, or until denounced by either country by advance written notice of not less than thirty days.

8. Both Governments undertake immediately to initiate negotiations for the conclusion of a treaty of friendship, commerce and navigation.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

WESLEY FROST  
*Chargé d'Affaires ad interim*

His Excellency

Señor don JOSÉ RAMÓN GUTIÉRREZ ALLIENDE,  
*Minister for Foreign Affairs,*  
*Santiago.*

<sup>8</sup> EAS 26, *ante*, p. 562.

*The Minister of Foreign Affairs to the American Chargé d'Affaires*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY FOR FOREIGN AFFAIRS  
GG/ad  
Commercial Policy Section

No. 97

SANTIAGO, January 6, 1938

MR. CHARGÉ D'AFFAIRES:

I have the honor to confirm to Your Excellency the terms of the provisional commercial agreement which our respective Governments have agreed to establish pending the negotiation of a more comprehensive commercial agreement or of a treaty of friendship, commerce, and navigation, as follows:

[For terms of provisional agreement, see numbered paragraphs in U.S. note, above.]

Accept, Excellency, the assurances of my highest and most distinguished consideration.

J. RAMÓN GUTIÉRREZ

To the Honorable Mr. WESLEY FROST,  
*Chargé d'Affaires*  
*of the United States of North America,*  
*City.*

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*The American Chargé d'Affaires to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Santiago, February 1, 1938*

No. 632

EXCELLENCY:

I have the honor to inform Your Excellency that my understanding of our recent conversations on behalf of the Government of the United States of America and the Government of the Republic of Chile is that the provisional commercial agreement between our two Governments, effected by exchange of notes, signed January 6, 1938, shall come into force definitively thirty days after the date on which it is ratified by the Chilean Congress. Pending ratification by the Chilean Congress, the agreement shall come into force provisionally on February 1, 1938, and unless terminated in accordance with the provisions of numbered Paragraph 7 thereof shall remain in provisional effect until after the expiration of one year, whichever date occurs first. If the agreement has not come into force definitively after the expiration of one year from February 1, 1938, it may within the discretion of both Governments be signed again and by this means be continued in provisional effect.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

WESLEY FROST  
*Chargé d'Affaires ad interim*

His Excellency  
Señor don JOSÉ RAMÓN GUTIÉRREZ ALLIENDE,  
*Minister for Foreign Affairs,*  
*Santiago.*

---

*The Minister of Foreign Affairs to the American Chargé d'Affaires*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY  
FOR FOREIGN AFFAIRS

FEBRUARY 1, 1938

MR. CHARGÉ D'AFFAIRES:

I acknowledge receipt of Your Excellency's note No. 632, dated today, in which Your Excellency states that as the result of the recent conversations between the Government of Chile and the Government of the United States of America, you understand that the provisional commercial agreement between our two Governments, effected by exchange of notes signed on January 6, 1938, will definitively go into force 30 days after the date on which it is ratified by the Chilean Congress. Your Excellency adds that while the ratification by the Chilean Congress is pending, the agreement will provisionally go into force on February 1, 1938, and that, unless it is terminated under the provisions of paragraph 7, it will continue to be in provisional effect until after the expiration of 1 year, whichever date occurs first. Your Excellency also states that if the agreement has not definitively gone into force after the expiration of 1 year from February 1, 1938, it may, within the discretion of both Governments, be signed again, and by this means be continued in provisional effect.

In response, I have the honor to express to Your Excellency my agreement with the terms of Your Excellency's note to which I am replying.

J. RAMÓN GUTIÉRREZ

To the Honorable Mr. WESLEY FROST,  
*Chargé d'Affaires*  
*of the United States of America,*  
*City.*

## REDUCTION OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Santiago August 8 and November 15, 1938,  
amending agreement of July 8, August 10, and 12, 1926<sup>1</sup>*

*Entered into force November 15, 1938*

*Superseded by agreement of August 29, 1950<sup>2</sup>*

Department of State files

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY  
OF FOREIGN AFFAIRS  
Consular Department

No. 7624

SANTIAGO, August 8, 1938

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 20, of May 16.

In reply, I take pleasure in stating that my Government, in an endeavor to bring about a greater rapprochement with the United States, has no objection to the fee of \$1.00 for tourist visas for Americans who visit Chile as non-immigrants of whatever class for a period of not to exceed three months.

I trust that Your Excellency's Government will accord similar treatment to non-immigrant Chileans who visit the United States.

I take this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

J. RAMÓN GUTIÉRREZ

His Excellency

NORMAN ARMOUR

*Ambassador of the United States of America.*

<sup>1</sup> *Ante*, p. 553.

<sup>2</sup> 1 UST 719; TIAS 2137.

*The American Ambassador to the Minister of Foreign Affairs*

SANTIAGO, November 15, 1938

No. 128

## EXCELLENCY:

Referring to the note of Your Excellency's predecessor, No. 7624, of August 8, 1938, and to the Instruction issued on August 5, 1938, by the Director of the Consular Department to the Chilean Consul General at New York, of which a copy has kindly been furnished to me, I have the honor to convey to Your Excellency the appreciation of my Government of the action of the Government of Chile in reducing to one dollar (\$1.00) gold the fee for the visa of passports and tourist permits for all classes of non-immigrant citizens of the United States who desire to visit Chile. Furthermore, I take pleasure in informing Your Excellency that commencing today the Government of the United States of America will collect a visa fee of one dollar and seventy-five cents (\$1.75) present United States currency, an amount approximately equal to the above stated sum, for all classes of non-immigrant citizens of Chile who desire to visit the United States. It is the understanding of my Government that such passport visas issued by the appropriate officials of both Chile and the United States will permit one or more entries into the country of issuance during their validity.

I am also instructed to mention that Consular Officers of the United States will continue to issue gratis transit certificates to Chilean citizens who desire to pass in transit through the United States.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

NORMAN ARMOUR

His Excellency

LUIS ARTEAGA G.,

*Minister for Foreign Affairs of Chile,  
Santiago.*

## COMMERCIAL RELATIONS

*Exchange of notes at Santiago February 20 and 24, 1939, extending provisionally agreement of January 6 and February 1, 1938*<sup>1</sup>

*Entered into force provisionally February 1, 1939*

*Terminated January 5, 1940, upon definitive entry into force of agreement of January 6 and February 1, 1938*

53 Stat. 2177; Executive Agreement Series 144

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Santiago, February 20, 1939*

No. 205

EXCELLENCY:

I have the honor to confirm to Your Excellency the terms of the provisional commercial agreement which our respective Governments have agreed to establish pending the negotiation of a more comprehensive commercial agreement or of a definitive treaty of friendship, commerce and navigation, as follows:

1. The contracting parties 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.

2. In the event that the Government of the United States of America or the Republic of Chile establishes or maintains any form of quantitative restriction or control of the importation or sale of any article in which the other country has an interest, or imposes a lower duty or charge on the importation or sale of a specified quantity of any such article than the duty or charge imposed on importations in excess of such quantity, it shall allot to the other country during any quota period a share of the total quantity of any such article permitted to be imported or sold or permitted to be imported or sold at such lower duty or charge which is equivalent to the proportion of the total importation of such article which such other country supplied during a previous representative period, unless it be mutually agreed to dispense with such allocation.

<sup>1</sup> EAS 119, *ante*, p. 584.



3. a) The Government of Chile confirms its previous declarations and reiterates that it will take the steps necessary to abolish, as soon as its international economic position permits it to do so, the exchange control measures affecting the transfer of payments for articles the growth, produce or manufacture of the United States of America.

b) Until such time the Government of Chile will avoid exchange control measures involving the use of exchange at rates higher than those which would be set by the free supply and demand of the market.

4. It is understood that the advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions, the Philippine Islands, or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement; and this Agreement shall not apply in respect of advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Chile to adjacent countries in order to facilitate short frontier traffic.

5. Nothing in this Agreement shall be construed as a limitation of the right of either country to impose on such terms as it may see fit prohibitions or restrictions (1) imposed on moral or humanitarian grounds; (2) designed to protect human, animal or plant health or life; (3) relating to prison made goods; (4) relating to the enforcement of police or revenue laws; or (5) 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.

6. The agreement between the United States of America and the Republic of Chile signed September 28, 1931,<sup>2</sup> shall terminate, if it will not have already automatically terminated, on the day on which the present agreement comes into force.

7. The present agreement shall come into force definitively thirty days after the date on which it is ratified by the Chilean Congress and shall continue in force until superseded by a more comprehensive commercial agreement or by a definitive treaty of friendship, commerce and navigation, or until denounced by the Government of either country by advance written notice of not less than thirty days.

8. Pending ratification by the Chilean Congress, the present agreement shall come into force provisionally on February 1, 1939, and, unless terminated in the manner provided in numbered paragraph seven of the present agreement, shall remain in provisional effect until after the expiration of one year, whichever date occurs first. If the agreement has not come into force definitively after expiration of one year from February 1, 1939, it may within the discretion of both governments be signed again and by this means be continued in provisional effect.

<sup>2</sup> EAS 26, *ante*, p. 562.

9. Both governments undertake immediately to initiate negotiations for the conclusion of a treaty of friendship, commerce and navigation.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

NORMAN ARMOUR

His Excellency

Señor don ABRAHAM ORTEGA,  
*Minister for Foreign Affairs,*  
*Santiago.*

---

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY  
FOR FOREIGN AFFAIRS  
cdib/sfp.  
Commercial Policy Section

No. 1592

SANTIAGO, *February 24, 1939*

MR. AMBASSADOR:

I have the honor to confirm to Your Excellency the terms of the provisional commercial agreement which our respective Governments have agreed to establish pending the negotiation of a more comprehensive commercial agreement or of a treaty of friendship, commerce, and navigation, as follows:

[For terms of provisional agreement, see numbered paragraphs of U.S. note, above.]

Accept, Excellency, the assurances of my highest and most distinguished consideration.

ABRAHAM ORTEGA

To His Excellency Mr. NORMAN ARMOUR,  
*Ambassador Extraordinary and Plenipotentiary*  
*of the United States,*  
*City.*

## MILITARY AVIATION MISSION

*Agreement signed at Washington April 23, 1940*

*Entered into force April 23, 1940*

*Modified and extended by agreements of November 27 and December 23, 1942, and April 14, 1943,<sup>1</sup> and April 26 and May 15, 1946<sup>2</sup>*

*Expired April 23, 1949*

54 Stat. 2282; Executive Agreement Series 169

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHILE

In conformity with a request made by the Chilean Ambassador at Washington of the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926,<sup>3</sup> entitled "an Act to authorize the President to detail officers and enlisted men in the United States Army, Navy and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters", as amended by an Act of May 14, 1935,<sup>4</sup> to include the Commonwealth of the Philippine Islands, has authorized the detail of officers constituting a United States military mission to the Republic of Chile upon the following agreed conditions:

#### TITLE I

##### *Purpose and Duration*

Art. 1. The purpose of the Mission is to cooperate with the Chilean Ministry of National Defense and Commander in Chief of the Chilean Air Force in the development and functioning of the Chilean Air Force. Officers of the Mission will act wherever required by the Chilean Ministry of National Defense as tactical and technical advisers to the Chilean Air Force with regard to aviation.

Art. 2. The Mission shall continue for three years from the date of the signature of this agreement by the accredited representatives of the Governments of the United States of America and the Republic of Chile.

<sup>1</sup> EAS 315, *post*, p. 604.

<sup>2</sup> TIAS 1766, *post*, p. 623.

<sup>3</sup> 44 Stat. 565.

<sup>4</sup> 49 Stat. 218.

Art. 3. The agreement may be terminated if necessary in the interest of either Government upon notification duly delivered through diplomatic channels three months in advance.

Art. 4. Temporary assignments of officers additional to those enumerated in Title II may be arranged for shorter periods by mutual agreement, depending upon the circumstances in each case.

Art. 5. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or under an extension thereof, the Government of the Republic of Chile will not engage the services of any mission or personnel of any other foreign government for the duties and purposes contemplated by this agreement, unless agreed to the contrary between the Government of the Republic of Chile and the Government of the United States of America.

## TITLE II

### *Composition and Personnel*

Art. 6. The Mission will be composed at the outset of the following officers of the Regular Army of the United States of America: one Major of the Air Corps; one Captain of the Air Corps and one First Lieutenant of the Air Corps. The senior officer will be Chief of the Mission, who will assure normally the direct relations of the Mission with the Ministry of National Defense and the Commander in Chief of the Air Force.

Art. 7. Any modifications in the composition of the Mission that may be considered advisable or necessary shall be mutually agreed upon in accordance with the provisions of Article 4.

## TITLE III

### *Duties, Rank and Precedence*

Art. 8. The members of the Mission shall be responsible solely to the Chilean Ministry of National Defense through the Chief of the Mission and shall act as tactical and technical advisers to the Chilean Air Force with regard to aviation.

Art. 9. In case of war between Chile and any other nation, the duties of the members of the Mission shall be immediately suspended and the Mission shall terminate within thirty days. In the case of other hostilities involving the Government of the Republic of Chile, the duties of the members of the Mission shall be immediately suspended, and at the option of the Government of the United States of America the Mission may be withdrawn immediately.

Art. 10. Precedence of officers composing the Mission with respect to Chilean officers shall be in accordance with their respective rank and seniority therein.

## TITLE IV

*Pay and Allowances*

Art. 11. The Government of the Republic of Chile shall pay to the members of the Mission compensation additional to such pay and allowances as the members may receive from the Government of the United States, in an amount to be determined for each member by the Government of the United States, but in no case to exceed fifty percent of the regular pay and allowances, exclusive of any increase authorized for duty involving flying which the members may receive from the Government of the United States of America. The said additional compensation shall be paid in equal monthly instalments and at the end of each month by the Government of the Republic of Chile in United States currency or in Chilean pesos at a rate agreed upon between the two Governments.

Art. 12. The additional compensation payable to the members of the Mission shall be computed from the date of their departure from New York and they shall continue to receive such additional compensation up to the date of their return to New York, after the completion of their services on the Mission, having proceeded each way by the usual sea route. Any member of the Mission who fails to fulfil the terms of the contract without just cause will receive additional compensation only up to the date of his departure from Santiago, except in the case of illness or termination of the contract of the Mission, in which cases payment will be made up to his arrival in New York.

Art. 13. It is further stipulated that the compensation received by members of the Mission shall not be subject to any Chilean tax now in force or which may hereafter be imposed. Should there, however, be at present or during the life of this agreement, any taxes which may affect the said compensation, such taxes shall be borne by the Chilean Ministry of National Defense in order to comply with the provisions before stipulated that the salaries agreed upon shall be net.

Art. 14. Except in the special cases specified in this contract, the Government of the Republic of Chile shall pay in advance the expenses of transportation in both directions, by land and by sea, of the members of the Mission and of their families, as well as of their household effects, baggage and automobiles, including costs of packing and crating, between their stations in the United States of America and their stations in the Republic of Chile. Officers and their families shall be furnished with first-class accommodations, families being construed as wives and dependent children throughout the contract. It is understood, however, that the accommodations and allowances for travel and transportation of effects shall not exceed allowances prevailing in the United States Army.

With respect to an officer detailed for less than one year, the Government of the Republic of Chile will not make provision for payment for transportation of the officer's family, household goods or automobile.

The household effects, baggage and automobiles of members of the Mission shall be exempt from customs duties and imposts of any kind in Chile. The Government of the Republic of Chile shall grant, upon the request of the Chief of Mission, free entry throughout the stay of the Mission in Chile for articles for the personal use of members of the Mission and their families.

Art. 15. Members of the Mission who may become ill during the period of duty in Chile shall be cared for by the Government of the Republic of Chile. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

Art. 16. If a member of the Mission or one of his family should die in Chile, the Government of the Republic of Chile shall have the body transported to such a place in the United States of America as the family shall designate. Should the deceased be a member of the Mission, the Government of the Republic of Chile shall pay the expenses of travel of the family and transportation of their effects to New York.

Art. 17. Each member of the Mission shall be entitled to two and one-half days leave with full pay for each month of service he performs with the Mission, which leave may be cumulative during the period of his service with the Mission. Members of the Mission may spend the said leave in Chile or other countries at such times as may be agreed upon with the appropriate Chilean authorities.

Art. 18. In case members of the Mission are required to travel on official business for the Government of the Republic of Chile, they shall receive the same per diem allowances and transportation allowances as those granted to officers of similar rank of the Chilean Air Force.

## TITLE V

### *Recall and Replacement of Members of the Mission*

Art. 19. If the public interest so requires, the Government of the United States of America may recall at any time any or all of the members of the Mission, substituting for them other officers acceptable to the Government of the Republic of Chile, all expenses in connection therewith being incumbent upon the Government of the United States of America. If on the request of the Government of the Republic of Chile, any member of the Mission is recalled for due and just cause other than the termination of his services or illness, all expenses connected with the return shall be incumbent upon the Government of the United States of America.

Art. 20. If cancellation of this contract be effected on the request of the Government of the United States of America, all expenses of the return of the Mission and of all personal effects thereof, to the United States, shall be

borne by the Government of the United States of America. Should cancellation be effected on the initiative of the Government of the Republic of Chile, or because of the provisions set forth in Article 9 of this contract, the said costs shall be borne by the Government of the Republic of Chile.

Art. 21. IN FAITH WHEREOF, the undersigned, being duly authorized, have signed the present contract, affixing their respective seals hereto. Done in duplicate, in the English and Spanish languages, both texts being authentic, at Washington, District of Columbia, United States of America, the twenty-third day of April of 1940.

CORDELL HULL [SEAL]

A. CABERO [SEAL]



## LEND-LEASE<sup>1</sup>

*Agreement and exchange of notes signed at Washington March 2, 1943  
Entered into force March 2, 1943*

Department of State files

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHILE ON THE PRINCIPLES OF MUTUAL AID APPLICABLE TO THE COMMON DEFENSE OF THE AMERICAN CONTINENT

WHEREAS the Governments of the United States of America and the Republic of Chile 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;

WHEREAS, in conformity with the Declaration of Lima of December 24, 1938<sup>2</sup> and Declaration XV approved July 30, 1940<sup>3</sup> at the Second Meeting of the Ministers of Foreign Affairs of the American Republics held at Habana, and in harmony with the spirit and purpose of the Third Meeting of the Ministers of Foreign Affairs of the American Republics held at Rio de Janeiro, the Governments of the United States of America and the Republic of Chile have determined to cooperate further in the defense of the security and integrity of all the American Republics against acts of aggression directed against any of them;

WHEREAS the President of the United States of America, pursuant to the Act of the Congress of the United States of America of March 11, 1941,<sup>4</sup> and the President of the Republic of Chile have determined that the defense of each of the American Republics is vital to the defense of all of them; and

WHEREAS the Governments of the United States of America and the Republic of Chile are mutually desirous of concluding an Agreement for the

<sup>1</sup> Full settlement arranged by agreement of Feb. 28, 1950; final payment was made and reported in 32d Report to Congress on Lend-Lease Operations, p. 2.

<sup>2</sup> *Ante*, vol. 3, p. 534.

<sup>3</sup> *Department of State Bulletin*, Aug. 24, 1940, p. 136.

<sup>4</sup> 55 Stat. 31.

providing of defense articles and defense information by either country to the other country, and the making of such an Agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an Agreement in conformity with the laws either of the United States of America or of the Republic of Chile have been performed, fulfilled or executed as required;

The undersigned, being duly authorized by their respective Governments for that purpose, have agreed as follows:

#### ARTICLE I

The Government of the United States of America will supply the Government of the Republic of Chile with such armaments and munitions of war as the President of the United States of America shall authorize to be transferred or provided.

#### ARTICLE II

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Republic of Chile is in a position to supply, the Government of the Republic of Chile will make such defense articles and defense information available to the United States of America, to the extent possible without harm to its economy and under terms to be agreed upon.

#### ARTICLE III

The Government of the Republic of Chile undertakes that it will not, without the consent of the President of the United States of America, transfer title to, or possession of, any defense article or defense information received under this Agreement, or permit the use thereof by anyone not an officer, employee, or agent of the Government of the Republic of Chile.

Similarly, the Government of the United States of America undertakes that it will not, without the consent of the President of the Republic of Chile, transfer title to or possession of any defense article or defense information received in accordance with Article II of this Agreement, or permit the use thereof by anyone not an officer, employee, or agent of the Government of the United States of America.

#### ARTICLE IV

If, as a result of the transfer to the Government of the Republic of Chile of any defense article or defense information, it is necessary for that Government to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the Government of the

Republic of Chile will take such action or make such payment, when requested to do so by the President of the United States of America.

Similarly, if, as a result of the transfer to the Government of the United States of America of any defense article or defense information, it is necessary for that Government to take any action or make any payment in order fully to protect any of the rights of any citizen of the Republic of Chile who has patent rights in and to any such defense article or information, the Government of the United States of America will take such action or make such payment, when requested to do so by the President of the Republic of Chile.

#### ARTICLE V

The terms and conditions upon which each Government receives the aid provided under this Agreement by the other Government shall not burden commerce between the two countries, but shall promote mutually advantageous economic relations between them and the betterment of worldwide economic relations. To that end, the two Governments will make provision for agreed action by the United States of America and the Republic of Chile 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.

Certain terms and conditions upon which each Government receives certain specified items provided under the Agreement by the other Government are set forth in the attached exchange of notes, which is an integral part of this Agreement.

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<sup>5</sup> EAS 236, *ante*, vol. 3, p. 686.

## ARTICLE VI

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed in Washington, in the English and Spanish languages, in duplicate, this second day of March, 1943.

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 Republic of Chile:

R. MICHELS

[SEAL]

*Ambassador Extraordinary and Plenipotentiary  
of the Republic of Chile in Washington*

## EXCHANGE OF NOTES

*The Acting Secretary of State to the Chilean Ambassador*

MARCH 2, 1943

## EXCELLENCY:

I have the honor to refer to the conversations between the representatives of the Governments of the United States of America and the Republic of Chile in connection with the Agreement between the two Governments on the Principles of Mutual Aid Applicable to the Common Defense of the American Continent, signed this day.

The conversations referred to have disclosed a mutual understanding on the part of the Governments of the United States of America and the Republic of Chile with respect to the application of the provisions of the Agreement, as follows:

1. The Government of the United States of America will endeavor, subject to unforeseen contingencies and within the limits imposed upon it by law and by other military demands, to transfer to the Government of the Republic of Chile during the present emergency armaments and munitions of war to a total scheduled cost of about \$50,000,000.

2. In respect of defense articles or information transferred to the Government of the Republic of Chile pursuant to paragraph 1, above, the Government of the United States of America agrees to accord to the Government of the Republic of Chile a reduction of 70 percent in the scheduled cost of such articles or information, and the Government of the Republic of Chile promises to pay in dollars into the Treasury of the United States of America 30 percent of the scheduled cost of the defense articles or information de-

livered. The Government of the Republic of Chile shall not be required to pay more than a total of \$2,500,000 before January 1, 1944, more than a total of \$5,000,000 before January 1, 1945, more than a total of \$7,500,000 before January 1, 1946, more than a total of \$10,000,000 before January 1, 1947, more than a total of \$12,500,000 before January 1, 1948, or more than a total of \$15,000,000 before January 1, 1949.

3. The Government of the Republic of Chile may return to the United States of America at the end of the present emergency as determined by the President of the United States of America such defense articles transferred pursuant to paragraph 1, above, as shall be determined by the President of the United States of America in consultation with the President of the Republic of Chile to be useful in the defense of the United States of America, and upon the return of such defense articles to the United States of America the Government of the Republic of Chile shall be credited for any sums paid or for any sums which it is obligated to pay for such defense articles under the terms of paragraph 2, above.

4. With reference to Article II of the Agreement signed this day, such defense aid as may be rendered to the United States of America by the Republic of Chile shall, upon mutual agreement of the two Governments as to the evaluation of such aid, be credited to the account of the Government of the Republic of Chile for any sums paid, or for any sums which it is obligated to pay, under the terms of paragraph 2, above.

5. Any defense articles or defense information which have been transferred to the Government of the Republic of Chile by the Government of the United States of America prior to the signing of the Agreement and mutually understood by the two Governments to be subject to the terms and conditions of an agreement for the providing of defense articles and defense information by either country to the other country to be concluded by the two Governments, shall be included within and subject to the terms and conditions of this Agreement and of paragraphs 1, 2, 3, and 4 above.

6. Article IV of the Agreement, which is required by the terms of Section 7 of the Act of the Congress of the United States of America of March 11, 1941, is now being studied by the Department of State and by other interested agencies of the Government of the United States of America and as soon as these studies are concluded the Government of the United States of America will attempt to clarify the meaning of that Article if under applicable laws such clarification is now feasible. At the present time the Government of the United States of America assures the Government of the Republic of Chile that it is unlikely that the Government of the Republic of Chile will be requested to meet any financial liabilities under that Article.

7. If the amount of defense articles provided for in paragraph 1, above, is found not to meet the needs of the Republic of Chile, consideration shall be

given by the Government of the United States of America to an increase of the amount provided for, on the same terms and conditions set forth herein.

I would appreciate receiving Your Excellency's confirmation of the correctness of this understanding.

Accept, Excellency, the renewed assurances of my highest consideration.

SUMNER WELLES  
*Acting Secretary of State*

His Excellency  
Señor DON RODOLFO MICHELS,  
*Ambassador of Chile.*

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*The Chilean Ambassador to the Acting Secretary of State*

[TRANSLATION]

EMBASSY OF CHILE  
WASHINGTON

No. 458/53

MARCH 2, 1943

EXCELLENCY:

I have the honor to refer to the conversations between the representatives of the Governments of the Republic of Chile and the United States of America, in connection with the Agreement on the Principles of Mutual Aid Applicable to the Common Defense of the American Continent, signed this day, and Your Excellency's note of the same date.

The conversations referred to have disclosed a mutual understanding on the part of the Governments of the Republic of Chile and the United States of America with respect to the application of the provisions of the Agreement.

I have the honor to confirm to Your Excellency the details of this understanding, as follows:

[For text of understanding, see numbered paragraphs in U.S. note, above.]

I avail myself of this opportunity to repeat to Your Excellency the assurances of my highest and most distinguished consideration.

R. MICHELS  
*Ambassador of Chile*

His Excellency SUMNER WELLES,  
*Acting Secretary of State of the United States of America,  
Washington, D.C.*

## MILITARY AVIATION MISSION

*Exchange of notes at Washington November 27 and December 23, 1942, and April 14, 1943, modifying and extending agreement of April 23, 1940*

*Entered into force April 23, 1943*

*Expired April 23, 1949*

57 Stat. 925; Executive Agreement Series 315

*The Chilean Ambassador to the Secretary of State*

EMBAJADA DE CHILE

WASHINGTON

27 November 1942

No. 5451/336

### EXCELLENCY:

I have the honor to bring to Your Excellency's notice that my Government is desirous of renewing the contract entered into on April 23, 1940 between our two Governments,<sup>1</sup> whereby a United States Military Aviation Mission was established in Chile for a period of three years to assist in the development and functioning of the Chilean Air Force. This contract will expire in April of next year, and its early renewal is deemed convenient in order that there may be no possibility of a break in the continuity of the Mission, which might endanger the effective work it is accomplishing.

My Government has instructed me to suggest that it would be gratified if changes might be made in the junior officers of the Mission, in order that new members may be assigned who have had actual combat experience. Besides, it is desired that one officer should be especially informed in the modern methods of flight instruction presently followed in the United States, for primary as well as advanced training; and that the other officer should be especially informed in matters relating to the maintenance of aviation materiel, and concerning the instruction given to non-commissioned officers and men in the technical schools of the Air Corps of the United States Army. There should be, also, two non-commissioned officers attached to the Mission: one an aviation mechanic and the other a radio mechanic, both highly qualified and with recognized experience.

<sup>1</sup> EAS 169, *ante*, p. 593.



In behalf of my Government, I beg leave to express the hope that the present Chief of the Mission, Colonel Omer Osmer Niergarth, may be permitted to continue at this post, where his services have been eminently satisfactory. However, should it be found necessary at any time for Your Excellency's Government to replace Colonel Niergarth as Chief of the Mission, my Government instructed me to suggest that he should be preferably a member of the Regular Army of the United States, otherwise a Reserve Officer completely familiar with modern tactics for the employment of military planes.

I should appreciate it deeply if Your Excellency would be good enough to advise me, as soon as convenient, whether Your Excellency's Government finds it possible to renew the contract and continue the Military Aviation Mission to Chile, which is most ardently desired by the Government of Chile.

Accept, Excellency, the renewed assurances of my highest consideration.

R. MICHELS

His Excellency CORDELL HULL,  
*The Secretary of State,*  
*Washington, D.C.*

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*The Secretary of State to the Chilean Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*December 23, 1942*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of November 27, 1942 in which you request the renewal of the Agreement entered into on April 23, 1940 between the Governments of the United States and the Republic of Chile, providing for a United States Military Aviation Mission to Chile.

In this connection, I am pleased to inform Your Excellency that the renewal of the Agreement for a period of three years, effective from April 23, 1943, and the modifications proposed in Your Excellency's note under reference are agreeable to the Government of the United States, provided that members of the Mission shall receive from the Government of Chile such net annual compensation as may be agreed upon between the Government of the United States and the Government of Chile for each member, notwithstanding the provisions of Article II [11] of the Agreement signed April 23, 1940, and provided, further, that personal and household effects, baggage and automobiles of military personnel attached to the Mission shall be exempt from customs duties and imposts of any kind in Chile and allowed free entry upon

request of the Chief of the Mission, as stipulated in Article XIV [14] of the Agreement now in effect.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

SUMNER WELLES

His Excellency

Señor Don RODOLFO MICHELS,  
*Ambassador of Chile.*

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*The Chilean Ambassador to the Secretary of State*

EMBAJADA DE CHILE

WASHINGTON

14 April 1943

No. S63/94

EXCELLENCY:

I have the honor to refer to my note of November 27, 1942 and your Excellency's reply thereto of December 23, 1942, concerning the renewal of the Agreement entered into on April 23, 1940 between the Governments of the United States and the Republic of Chile, providing for a United States Military Aviation Mission to Chile.

I beg leave to inform your Excellency that it is agreeable to my Government that the members of the Mission shall receive such net annual compensation from the Government of Chile as may be agreed upon between the Government of Chile and the United States for each member, notwithstanding the provisions of Article 11 of the Agreement signed April 23, 1940 and further, that personal and household effects, baggage and automobiles of military personnel attached to the Mission shall be exempt from customs duties and imposts from [of] any kind in Chile and be allowed free entry upon the request of the Chief of the Mission, as stipulated in Article 14 of the Agreement now in effect.

Therefore, it is understood that the Agreement is renewed for a period of three years, effective from April 23, 1943, on the same conditions and terms as the Agreement now in effect, and including the modifications proposed in my note of November 27, 1942 and the stipulations contained in your Excellency's note of December 23, 1942, set forth above.

Accept, Excellency, the renewed assurances of my highest consideration.

R. MICHELS

His Excellency CORDELL HULL,

*The Secretary of State,  
Washington, D.C.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Santiago May 5 and 11, 1943*

*Entered into force May 11, 1943*

*Supplemented and extended by agreements of December 28, 1948, and January 10, 1949, as supplemented;<sup>1</sup> July 1 and 31, 1949;<sup>1</sup> December 11, 1950, and January 8, 1951;<sup>2</sup> and January 30 and February 5, 1952<sup>3</sup>*

*Extended by agreement of April 28, 1955<sup>4</sup>*

*Expired June 30, 1956*

59 Stat. 1678; Executive Agreement Series 485

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Santiago, May 5, 1943*

No. 2021

EXCELLENCY:

I have the honor to refer to our conversations relative to a cooperative program of health and sanitation in the Republic of Chile, with particular reference to Resolution No. XXX approved at the Third Meeting of Ministers of Foreign Affairs of the American Republics held at Rio de Janeiro, Brazil, in January, 1942.<sup>5</sup>

If desired by the Government of Chile, the Government of the United States is prepared to contribute a sum not to exceed five million dollars for a cooperative program of health and sanitation in Chile, such sum to be made available through the Office of the Coordinator of Inter-American Affairs. The United States Government will also provide a group of experts in public health to cooperate with the officials of the Government of Chile in the execution of the proposed program of health and sanitation.

It is understood that the Government of Chile will furnish such personnel, services and funds for local expenditures as it may consider necessary for the efficient development of the program.

<sup>1</sup> 2 UST 610; TIAS 2213.

<sup>2</sup> 2 UST 623; TIAS 2214.

<sup>3</sup> 3 UST 4515; TIAS 2597.

<sup>4</sup> Not printed.

<sup>5</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

It is further understood that a special cooperative service of health and sanitation will be established within the National Health Service of Chile, and that the detailed arrangements for the establishment of such a special service will be effected by agreement between the appropriate official of the Government of Chile and the representative of the Coordinator of Inter-American Affairs.

Allocation of United States funds for the purpose of this program will be made by the Institute of Inter-American Affairs which is an agency of the Office of the Coordinator of Inter-American Affairs. Detailed arrangements for the execution of each project and for the expenditure of United States funds will be made by mutual agreement between a representative of the Institute of Inter-American Affairs in Chile and the appropriate official of the Government of Chile.

It is understood that the sum not to exceed five million dollars contributed by the United States Government for execution of the cooperative program of health and sanitation in the Republic of Chile will be expended in accordance with mutual agreements between the appropriate official of the Government of Chile and a representative of the Institute of Inter-American Affairs in Chile.

All projects completed in the prosecution of this program will be the property of the Government of Chile.

No project will be undertaken that will require materials or supplies, the procurement of which would handicap any phase of the war effort.

I should appreciate it if Your Excellency would be so good as to confirm to me your approval of this general proposal with the understanding that the details of the program will be the subject of further discussion and agreements.

Accept, Excellency, the renewed assurance of my highest consideration.

CLAUDE G. BOWERS

His Excellency

Señor don JOAQUÍN FERNÁNDEZ FERNÁNDEZ

*Minister for Foreign Relations*

*Santiago.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN AFFAIRS  
Diplomatic Department

No. 02453  
E 11.6.20.

SANTIAGO, May 11, 1943

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your courteous communication No. 2021, dated the fifth instant, by which Your Excellency proposes to the

Government of Chile the carrying out of a cooperative program of health and sanitation, for which the United States Government would contribute, through the Office of the Coordinator of Inter-American Affairs, up to the sum of five million dollars (U.S. \$5,000,000) and the cooperation of such experts as may be deemed necessary.

The undersigned Minister appreciates and accepts the cooperation offered, with the understanding that the details of this general proposal will be the subject of agreements between the appropriate official of the Office of the Coordinator of Inter-American Affairs and the Director General of Health, in his capacity as representative of the National Health Service of Chile, on whom it is incumbent, in accordance with our legislation, to propose to the Government the manner of solving our health problems and to carry out the corresponding works.

As a matter of fact, the political Constitution entrusts to the National Health Service the care of the public health and sanitary welfare of the country, and the Sanitary Code provides, in Article 4, that this Service shall be under the Director General of Health, who will exercise his functions in accordance with the powers and duties which the laws assign to him, to the exclusion of any other authority.

Furthermore, the same Code, in its Article 269, authorizes this Service to receive and administer donations with the object of applying them to public health purposes.

As Your Excellency states, all the projects completed in the execution of this program shall be the property of the Government of Chile.

Consequently, I beg to ask that Your Excellency be so kind as to inform the representative of the Office of the Coordinator of Inter-American Affairs that he may deal with the Director General of Health, who has the necessary capacity to conclude agreements with respect to procedure and other details connected with the prosecution of the cooperative program of health and sanitation and to the investment of the funds in question, with the understanding that the Supreme Government will approve his acts.

The Supreme Government will provide the necessary facilities for the organization of the special Department in the National Health Service, to which Your Excellency refers, and will also contribute an amount to be determined in due course for financing such plan of sanitation works as may be agreed upon.

Finally, the undersigned begs to suggest to Your Excellency the desirability of indicating to this Ministry the name of the official who would represent the Coordinator of Inter-American Affairs and the powers with which he will act for the desired purposes.

I avail myself of the present opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOAQUÍN FERNÁNDEZ F.

His Excellency,

CLAUDE G. BOWERS,

*Ambassador Extraordinary and Plenipotentiary of the  
United States in Chile,  
City.*

## NAVAL MISSION

*Agreement signed at Washington May 24, 1945*

*Entered into force May 24, 1945*

*Extended by agreement of May 22 and October 12, 1948<sup>1</sup>*

*Superseded by agreement of February 15, 1951<sup>2</sup>*

59 Stat. 1505; Executive Agreement Series 468

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHILE

In conformity with the request of the Government of the Republic of Chile to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute a Naval Mission to the Republic of Chile under conditions specified below:

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Ministry of National Defense of the Republic of Chile and with the officers of the Chilean Navy, with a view to enhancing the efficiency of the Chilean Navy.

ARTICLE 2. This Mission shall continue for a period of three 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 Chile, 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.

If, for any reason, it is desirable to recall any member of the Mission before the expiration of a two-years' tour of duty, such recall shall be made by mutual consent of the two countries concerned, and the request for that recall may be initiated by either country.

ARTICLE 3. If the Government of the Republic of Chile should desire that the services of the Mission be extended beyond the stipulated period, it

<sup>1</sup> Not printed.

<sup>2</sup> 2 UST 535; TIAS 2202.



shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of three 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 Chile 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 Navy as may be agreed upon by the Ministry of National Defense of the Republic of Chile 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 Ministry of National Defense of the Republic of Chile and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of National Defense of the Republic of Chile 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 Navy, and wear the uniform thereof. The precedence of the officers who compose the Mission, with respect to Chilean officers, shall be determined by their respective ranks and seniority.

ARTICLE 10. Each member of the Mission shall be entitled to all the benefits and privileges which the regulations for the Chilean Navy provide for Chilean 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 Navy.

ARTICLE 12. In case of war between Chile and any other nation, the duties of the members of the Mission shall be immediately suspended and the Mission shall terminate within thirty days. In the case of other hostilities involving the Government of the Republic of Chile, the duties of the members of the Mission shall be immediately suspended, and at the option of the Government of the United States of America the Mission may be withdrawn immediately.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 13. Members of the Mission shall receive from the Government of the Republic of Chile such net annual compensation expressed in United States currency as may be agreed upon between the Government of the United States of America and the Government of the Republic of Chile 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, of the Government of the Republic of Chile 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 National Defense of the Republic of Chile in order to comply with the provision of this Article that the compensation agreed upon shall be net.

ARTICLE 14. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return voyage to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 15. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Chile, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.

ARTICLE 16. Each member of the Mission and his family shall be furnished by the Government of the Republic of Chile 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 Chile, both for the outward and for the return voyage. The Government of the Republic of Chile 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 Chile, as well as all expenses incidental to the transportation of such household effects, baggage, and automobile from the Republic of Chile 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 National Defense of the Republic of Chile, shall not be required under this Agreement, but shall be determined by negotiations between the Navy Department of the United States of America and the authorized representative of the Ministry of National Defense of the Republic of Chile in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

In case any member of the Mission is recalled, as indicated in Article 2, before two years of service have been completed, the above-mentioned costs of travel for the member and his family, and the transportation costs for his household effects, baggage, and automobile, shall be borne by the Government of the United States of America for the return voyage.

ARTICLE 17. The Government of the Republic of Chile shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Chile on official business of the Government of the Republic of Chile shall be provided by the Government of the Republic of Chile in accordance with the provisions of Article 10.

ARTICLE 19. The Government of the Republic of Chile 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, or a launch, properly equipped, shall on call be made available by the Government of the Republic of Chile 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 Chile 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 Chile, the Government of the Republic of Chile 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 Chile 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 the port of embarkation for the family of the deceased member and for their household effects, baggage, and automobile shall be provided as prescribed in Article 16. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Chile, 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. It is stipulated and agreed that so long as the Mission is in the discharge of its duties in conformity with this Agreement, or any extension thereof, the Government of the Republic of Chile shall not engage the services of another Mission or naval personnel of any other government for the duties and purposes provided for in this Agreement, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Chile.

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 Chile, 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 Chile 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 Chile.

ARTICLE 28. Members of the Mission who may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 29. The Government of the Republic of Chile shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of National Defense of the Republic of Chile, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of Chile shall be paid by the Government of the Republic of Chile. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of the Republic of Chile. Families shall enjoy the same privileges agreed upon in this Article for the members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10. The Government of the Republic of Chile shall not be responsible for any indemnity in case of permanent disability to a member of the Mission.

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 within three months.

ARTICLE 31. The members of this Mission are permitted and may be authorized to represent the United States of America on any commission and in any other capacity having to do with military cooperation or hemispheric defense without prejudice to this contract.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this agreement in duplicate, in the English and Spanish languages, at Washington, this twenty-fourth day of May, one thousand nine hundred forty-five.

For the United States of America:  
JOSEPH C. GREW [SEAL]

For the Republic of Chile:  
ARTURO BASCUÑÁN [SEAL]

## MILITARY SERVICE

*Exchange of notes at Washington June 7 and 11, 1945*

*Entered into force June 11, 1945*

*Terminated March 31, 1947*<sup>1</sup>

59 Stat. 1610; Executive Agreement Series 478

*The Acting Secretary of State to the Chilean Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*June 7, 1945*

### EXCELLENCY:

I have the honor to refer to conversations which have taken place between officers of the Chilean Embassy and of the Department of State with respect to the application of the United States Selective Training and Service Act of 1940, as amended,<sup>2</sup> to Chilean 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 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

<sup>1</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

<sup>2</sup> 54 Stat. 885; 50 U.S.C. app.



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 immediately with respect to Chile 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 Don MARCIAL MORA,

*Ambassador of Chile.*

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*The Chilean Ambassador to the Secretary of State*

[TRANSLATION]

EMBASSY OF CHILE

WASHINGTON

*June 11, 1945*

No. 791/146

EXCELLENCY:

I have the honor to inform Your Excellency that I have received instructions from my Government to accept the arrangement of an administrative character proposed in Your Excellency's communication of June 7, 1945, respecting the application to Chilean citizens of the United States Selective Training and Service Act of 1940.

The Chilean Government accepts, on terms of reciprocity, the option proposed in favor of Chilean citizens registered under the said Act or who are at present in service under the United States flag, to request their incorporation into or transfer to the Army of Chile, as well as the guarantees stipulated in paragraphs (a), (b), and (c) of the note under reference.

The Government of Chile is disposed to put the above-mentioned arrangement into force immediately and to study the details of its application with the corresponding authorities of the United States Government.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

For the Ambassador:

ARTURO BASCUÑÁN

His Excellency,

EDWARD R. STETTINIUS, Jr.,

*Secretary of State,*

*Washington 25, D.C.*

## COMMERCIAL RELATIONS

*Exchange of notes at Santiago July 30, 1945,<sup>1</sup> supplementing agreement of January 6 and February 1, 1938*

*Entered into force July 30, 1945*

*Modified by agreement of July 30, 1947<sup>2</sup>*

*Extended by agreements of July 23 and 30, 1946,<sup>3</sup> and July 30, 1947<sup>2</sup>*

*Expired July 31, 1948*

60 Stat. 1715; Treaties and Other  
International Acts Series 1529

*The Acting Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY OF FOREIGN AFFAIRS  
Department of Commercial Policy

C 4-121.413 No. 004024

SANTIAGO, July 30, 1945

MR. AMBASSADOR:

The Government of the Republic of Chile, following the principles upheld by the United Nations and in accordance with the economic objectives of the Atlantic Charter<sup>4</sup> and especially of the Inter-American Conference of Mexico City on Problems of War and Peace<sup>5</sup> with respect to the reduction of customs duties, wishes to adopt measures to intensify commercial exchange with the United States of America and other Allied Nations within a policy of mutual concessions and of close cooperation.

In view of the fact that the conclusion of a more comprehensive Commercial Agreement with the United States of America will still require a certain amount of time, in consequence of the studies and procedures which must be considered, the Government of Chile believes that it may make progress toward the fulfillment of the above-mentioned objectives by means of the

<sup>1</sup> For attached list of U.S. products subject to reduced import duties, see 60 Stat. 1724 or p. 14 of TIAS 1529.

<sup>2</sup> TIAS 1642, *post*, p. 637.

<sup>3</sup> 60 Stat. 1715; TIAS 1529.

<sup>4</sup> EAS 236, *ante*, vol. 3, p. 686.

<sup>5</sup> See *Report of the Delegation of the United States of America to the Inter-American Conference on Problems of War and Peace, Mexico City, Mexico, February 21-March 8, 1945* (U.S. Government Printing Office, 1946).

present supplementary exchange of notes which, amplifying the Provisional Commercial Agreement concluded by the two countries on January 6, 1938,<sup>6</sup> contemplates better the proposals expressed in the referred-to International Agreements.

The Government of Chile is disposed, immediately, to grant customs concessions to the United States products enumerated in the attached list, these being reductions which, like the Provisional Commercial Agreement of 1938, will remain in force until the conclusion of a more comprehensive Commercial Agreement with the United States of America and which will be of considerable and positive benefit with respect to the products of that country which will thus enjoy appreciable reductions in customs duties as regards numerous items which are of interest in its trade with Chile.

The Government of my country has decided to take the indicated step, without stipulating compensation, in the conviction that it will thus respond to the spirit of frank and loyal cooperation displayed by the Delegation of the United States of America during the Mexico City Conference.

The present Note and Your Excellency's reply expressing the conformity of your Government with this proposal of the Government of Chile will constitute an Agreement between the two countries on this matter.

This Agreement will be effective for the period of one year unless it is replaced during that period of time by a more comprehensive Commercial Agreement, and it may be denounced by either of the two countries by giving 30 days' advance notice.

The Government of Chile takes this occasion to express its desire to initiate negotiations with Your Excellency's Government to conclude a Treaty of Friendship, Commerce, and Navigation.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

LUIS ALAMOS B

His Excellency CLAUDE G. BOWERS,  
*Ambassador Extraordinary and Plenipotentiary of the  
United States of America  
City*

[For attached list of U.S. products subject to reduced import duties, see 60 Stat. 1724 or p. 14 of TIAS 1529.]

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<sup>6</sup> EAS 119, *ante*, p. 584.

*The American Ambassador to the Acting Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
SANTIAGO, CHILE

No. 2700

*July 30, 1945*

## EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of July 30, 1945 containing a proposal by the Government of the Republic of Chile to concede to the commerce of the United States of America, without compensation, reductions in the Chilean import duties on certain products as set forth in the enclosure with Your Excellency's note, such reductions to continue in force for a period of one year, unless the present agreement is superseded within that time by a more comprehensive commercial agreement, it being understood, however, that the present agreement may be terminated by either Government upon the giving of thirty days' advance notice.

I have the honor to assure your Excellency that the Government of the United States greatly appreciates the interest of the Chilean Government in adopting measures to expand and to liberalize trade in accordance with the economic objectives of the Atlantic Charter and of the Inter-American Conference on Problems of War and Peace, and is pleased to accept the proposal of the Government of Chile.

I have noted with satisfaction the willingness expressed by Your Excellency's Government to enter into negotiations for a Treaty of Friendship, Commerce and Navigation and I desire to inform Your Excellency that my Government is likewise willing to enter into such negotiations.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

CLAUDE G. BOWERS

His Excellency

Señor don LUIS ALAMOS BARROS,  
*Acting Minister for Foreign Affairs of Chile,*  
*Santiago.*

## MILITARY AVIATION MISSION

*Exchange of notes at Washington April 26 and May 15, 1946, modifying and extending agreement of April 23, 1940, as modified and extended*

*Entered into force May 15, 1946; operative from April 23, 1946*

*Expired April 23, 1949*

61 Stat. 4006; Treaties and Other  
International Acts Series 1760

*The Chilean Ambassador to the Acting Secretary of State*

EMBAJADA DE CHILE  
WASHINGTON,

26 April 1946

No. 802/129

### EXCELLENCY:

I have the honor to refer to my note of April 14, 1943<sup>1</sup> and Your Excellency's reply thereto of June 14, 1943 (825.248) concerning the renewal of the Agreement entered into on April 23, 1940<sup>2</sup> between the Government of the United States and the Republic of Chile, providing for a United States Military Aviation Mission to Chile.

I beg leave to request of Your Excellency that this Agreement be renewed again for a period of three years, effective from April 23, 1946, on the same conditions and terms, including the modifications in my note of November 27, 1942<sup>3</sup> and the stipulations contained in Your Excellency's note of December 23, 1942;<sup>4</sup> with the additional modification that the Mission be composed of four members instead of three as provided in Title II, Article 6 of the Agreement.

In view of the excellent service rendered, my Government would find it most agreeable if four of the present members of the Mission might be reassigned under the renewed Agreement. They are the following:

Chief of the Mission: Lieutenant Colonel Wilson T. Jones, who by virtue of long residence in Chile is thoroughly acquainted with the problems of the Chilean Air Force.

<sup>1</sup> EAS 315, *ante*, p. 606.

<sup>2</sup> EAS 169, *ante*, p. 593.

<sup>3</sup> EAS 315, *ante*, p. 604.

<sup>4</sup> EAS 315, *ante*, p. 605.

Second Member: Captain Royce W. Priest, who presently is Pilot and Engineer of the Mission's planes, specializing in maintenance and supplies and who enjoys the benefits of an extensive training as well as valuable war experience.

Third Member: Captain James H. Richards, specializing in Armaments, who has very successfully carried out his work in this field.

Fourth Member: Chief Warrant Officer Robert N. Rader, specializing in radio communications, who is performing efficient work of instruction and technical advice.

I should appreciate it most highly if Your Excellency would be good enough to inform me, as soon as convenient, if it would be agreeable to the Government of the United States to renew the referred to Agreement as above indicated.

Accept, Excellency, the renewed assurances of my highest consideration.

MARCIAL MORA M.

His Excellency DEAN ACHESON  
*The Acting Secretary of State*  
*Washington 25, D.C.*

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*The Acting Secretary of State to the Chilean Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
May 15, 1946

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note no. 802/129 of April 26, 1946 in which you request the renewal of the Agreement entered into April 23, 1940, between the Government of the United States of America and the Republic of Chile and renewed by an exchange of notes dated November 27 and December 23, 1942 and April 14, 1943 respectively.

I note that Your Excellency's Government desires to renew the Agreement for a period of three years, the renewal to be effective as of April 23, 1946.

Therefore, it is the understanding of this Government that the Agreement is renewed for a period of three years, effective from April 23, 1946, on the same terms and conditions as the Agreement under reference, including the modifications proposed in the Embassy's note of November 27, 1942 and the stipulation contained in the Department's note of December 23, 1942, also the additional modifications contained in Your Excellency's note under refer-

ence that the Mission be composed of four members, notwithstanding the provision of Title II, Article 6 of the basic Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:

SPRUILLE BRADEN

His Excellency

SEÑOR DON MARCIAL MORA,

*Ambassador of Chile.*



## AIR TRANSPORT SERVICES

*Agreement, with annexes and exchanges of notes, signed at Santiago  
May 10, 1947*

*Instruments of approval exchanged at Santiago December 30, 1948*

*Entered into force December 30, 1948*

63 Stat. 3755; Treaties and Other  
International Acts Series 1905

### AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CHILE

The President of the United States of America and the President of the Republic of Chile, having in mind:

The increasing importance and development which have evolved in commercial air navigation as well as the consideration that air transport has special characteristics and affords quick and certain communication between peoples; that it is the desire of both governments to organize international air services in orderly fashion, keeping in view the development of international cooperation in the field of air transportation; that both governments aspire to arrive at a general multilateral agreement which will govern all nations in the field of commercial aviation; that until such general agreement to which both governments have become parties is obtained, the two governments are disposed to draw up immediately a bilateral agreement on civil air transport.

For this purpose they have designated their Plenipotentiaries, to wit:

The President of the United States of America: His Excellency Mr. Claude G. Bowers, Ambassador of the United States of America.

The President of the Republic of Chile: His Excellency Mr. Raul Juliet, Minister of Foreign Affairs.

Who, after exhibiting their full powers and finding them to be in good and proper form, agree upon the following provisions:

#### ARTICLE I

Each of the contracting parties grants to the other contracting party the rights which are specified in the attached annexes for the purpose of establish-

ing the routes and international commercial air services described in the said annexes. These services may be inaugurated immediately or at a later date, at the option of the contracting party to whom these rights are granted.

## ARTICLE II

Each of the air services described in the annexes may be placed in operation as soon as the contracting party to whom the right has been granted by Article I to designate one or more airlines of its nationality for the route in question has authorized an airline to serve such route. Said contracting party will be bound to give the appropriate operating permission to the airline or airlines concerned, subject to the terms of Article VI.

The designated company or companies may be required by the contracting party which grants the right to fulfill the conditions prescribed in the laws and regulations which normally govern the authorization of international air transport service before being permitted to engage in the operations contemplated by this agreement. It is understood, furthermore, that in areas of hostilities or of military occupation, or in areas affected thereby, the inauguration of such services will be subject to the approval of the appropriate military authorities.

## ARTICLE III

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that :

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) The fuel, lubricating oils, and spare parts brought into the territory of one of the contracting parties by the other contracting party or its nationals for the exclusive use of the aircraft of the airlines of said contracting party shall receive, with respect to customs duties, inspection fees or other national duties or charges by the contracting party in whose territory they have entered, the same treatment as that applicable to the national airlines engaged in international transport and to the airlines of the most-favored-nation.

(c) The fuel, lubricating oils, spare parts, regular equipment, and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the annexes shall be, upon arriving in or leaving the territory of the other contracting party, exempt from customs, inspection fees, or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

## ARTICLE IV

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party and still in force shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annexes. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

## ARTICLE V

(a) The laws and regulations of one contracting party relating to the admission to or to departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the designated airlines of the other contracting party upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the airlines designated by the other contracting party upon entrance into or departure from, or while within the territory of the first party.

## ARTICLE VI

Each contracting party reserves the right to withhold or revoke the certificate or permit of an airline designated by the other contracting party: (a) in the event it is not satisfied that substantial ownership and effective control of such airlines are vested in nationals of the other contracting party; (b) or when the airline designated by the other contracting party fails to comply with the laws and regulations of the contracting party over whose territory it operates, in the manner established in Article V of this agreement; or (c) when said line otherwise fails to comply with the conditions under which the rights are granted in accordance with this agreement and its annexes.

## ARTICLE VII

This agreement and all contracts connected therewith will be registered with the International Civil Aviation Organization (ICAO).

## ARTICLE VIII

Existing rights and privileges relating to air transport services which may have been granted previously by either of the contracting parties to an air-

line of the other contracting party shall continue in force according to their terms and subject to the stipulations of this agreement.

#### ARTICLE IX

This agreement or any of the rights for air transport services granted thereunder may be terminated by either contracting party upon giving one year's prior notice to the other contracting party.

If a general multilateral aviation convention, accepted by both contracting parties, enters into effect, this agreement shall be modified in such a way so that its provisions will conform to those of the convention under reference.

#### ARTICLE X

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in this agreement, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty (60) days from the date of the request. When these authorities mutually agree on new or revised conditions affecting this agreement, their recommendations regarding the matter with respect to Annex B will enter into effect after having been confirmed by an exchange of diplomatic notes, and their recommendations with respect to the balance of the agreement will enter into effect once they have been approved in conformity with the constitutional laws of the respective contracting party.

#### ARTICLE XI

Any dispute between the contracting parties relative to the interpretation or application of this agreement, or its annexes, which cannot be settled through consultation shall be submitted for an advisory report to the Council of the International Civil Aviation Organization, unless the contracting parties agree to submit the dispute for an arbitral decision by the same organization, or to some other organization designated by common agreement between the same contracting parties, these alternatives being subject to the constitutional provisions governing each country. The executive authorities of each of the contracting parties will use their best efforts under the powers available to them to put into effect the opinion expressed in any such report.

#### ARTICLE XII

This agreement will be approved by each contracting party in accordance with its own law and shall enter into force upon an exchange of the respective instruments of the two contracting parties indicating such approval. Both contracting parties shall undertake to make effective the provisions of this agreement, within their respective administrative powers, from the date on which it is signed.

In witness whereof, the undersigned Plenipotentiaries, being duly authorized by their respective governments, have signed the present agreement in duplicate in the English and Spanish languages, each of which shall be of equal authenticity.

Done at Santiago this 10th day of May, 1947.

For the Government of the United States of America:

CLAUDE G. BOWERS [SEAL]

For the Government of the Republic of Chile:

R. JULIET [SEAL]

ANNEX "A"

The high contracting parties agree upon the following:

A) The airlines of the two contracting parties operating on the routes described in Annex "B" of this agreement shall enjoy fair and equal opportunity for the operation of services on the said route.

B) The air transport capacity offered by the airlines of both countries should be closely related to traffic requirements.

C) In the operation of common sections of trunk routes, established in Annex "B" of this agreement, the airlines of the contracting parties should take into account their reciprocal interests so as not to affect unduly their respective services.

D) The services provided by an airline designated under this agreement and its annexes shall retain as their primary objective the provision of capacity adequate to the traffic demand between the country (or points under its jurisdiction) of which such airline is a national and the country of ultimate destination of the traffic.

E) The right to embark and to disembark at points under the jurisdiction of the other country passengers, cargo, and mail destined for or coming from third countries shall be applied in accordance with the general principles of orderly development. Both governments agree that traffic capacity shall be related to:

- 1) The traffic requirements between the country of origin (or points under its jurisdiction) and the countries of destination;

- 2) The requirements of through airline operation; and

- 3) The traffic requirements of the zone through which the airline passes, taking previously into account the requirements of local or regional services.

F) The appropriate aeronautical authorities of each of the contracting parties may consult from time to time, or at the request of one of the parties, to determine the extent to which the principles set forth in this Annex are being followed by the airlines designated by the contracting parties. When these authorities agree on further measures necessary to give these principles

practical application, the executive authorities of each of the contracting parties will use their best efforts under the powers available to them to put such measures into effect.

G) Each contracting party may, subject to the provisions of this agreement, designate the routes to be followed within its territory by the airline or airlines of the other contracting party. The airline or airlines of either contracting party shall, if the regulations of the other contracting party so require, land at an airport designated by that contracting party for the purpose of customs and other examinations. On departure from the territory of a contracting party, such aircraft shall, if that party so requires, depart from a similarly designated customs airport.

H) a. The determination of rates in accordance with the following paragraphs shall be made at reasonable levels, due regard being paid to all relevant factors, such as cost of operation, reasonable profit, and the rates charged by any other airline, as well as the characteristics of each service (such as speed and comfort).

b. The rates to be charged by the airlines of either contracting party between points in the territory of the United States and points in Chilean territory on the routes described in Annex "B" shall, consistent with the provisions of the present Agreement and its Annexes, be subject to the prior approval of the aeronautical authorities of the contracting parties, who shall act in accordance with their obligations under the present Annex, within the limits of their legal powers.

c. Any rate proposed by the airline or airlines of either contracting party to be in effect on the routes described in Annex "B" shall be filed with the aeronautical authorities of both contracting parties at least thirty (30) days before the proposed date of introduction; provided that this period of thirty (30) days may be reduced in particular cases if so agreed by the aeronautical authorities of both contracting parties.

d. The Civil Aeronautics Board of the United States having approved the traffic conference machinery of the International Air Transport Association, for a period of one year beginning in February 1947, any rate agreements concluded through this machinery during this period and involving United States air carriers will be subject to approval of the Board. Rate agreements concluded through this machinery may also be required to be subject to the approval of the aeronautical authorities of the Republic of Chile pursuant to the principles enunciated in paragraph (b) above.

e. When 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 rate, they shall follow the procedure prescribed in Article XI of the Agreement.

I) On each of the routes described in Annex "B", the authorized airline or airlines may operate non-stop flights between any of the points on such



route omitting stops at one or more of the other points on such route, without prejudice to the principles established in Article X of this Agreement.

J) a. Every change of gauge justifiable for reasons of economy of operation, shall be permitted on any stop of the established routes.

b. Nevertheless, no change of gauge may be made in the territory of one or the other contracting parties when it modifies the characteristics of the operation of a through airline service or if it is incompatible with the principles enunciated in the present Agreement and its Annexes.

K) Changes made by either contracting party in the routes described in Annex "B" except those which change the points served by these airlines in the territory of the other contracting party, shall not be considered as modifications of the Annex. The aeronautical authorities of either contracting party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change is given without delay to the aeronautical authorities of the other contracting party.

If such other aeronautical authorities find that, having regard to the principles set forth in this Annex, interests of the airline or airlines of their nationality are prejudiced by the carriage by the airline or airlines of the first contracting party of traffic between the territory of the second contracting party and the new point in the territory of the third country, the authorities of the two contracting parties shall consult with a view to arriving at a satisfactory agreement.

CLAUDE G. BOWERS

R. JULIET

#### ANNEX "B"

A) Airlines of the United States of America, authorized under the present Agreement, are accorded rights of transit and non-traffic stop in the territory of the Republic of Chile, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail on the following routes via intermediate points in both directions:

B) The United States and/or the Canal Zone to Arica, Antofagasta, and to Santiago and beyond Chile (a) from Arica to points in Bolivia and beyond, (b) from Antofagasta to points in Argentina and beyond, and (c) from Santiago to points in Argentina and beyond.

C) Airlines of the Republic of Chile authorized under the present Agreement are accorded rights of transit and non-traffic stop in the territory of the United States of America and points under its jurisdiction, as well as the right to pick up and discharge international traffic in passengers, cargo, and mail on the following routes via intermediate points in both directions:

D) From Chile to Miami and/or New York and beyond the United States of America.

CLAUDE G. BOWERS

R. JULIET



## EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY

*Santiago, May 10, 1947*

No. 115

## EXCELLENCY:

I have the honor to present herewith a statement of the understanding upon which the government of the United States proposes to execute the Air Transport Agreement entered into with the government of Chile.

1. A unique situation exists concerning the Panama Canal Zone by reason of the relationship between the United States of America and the Panama Canal Zone arising out of certain treaties between the Republic of Panama and the United States of America. Pan American Grace Airways at present operates certain air services which originate in the Canal Zone. It is contemplated that, should an airport suitable for international airline operations be completed in the Republic of Panama, Pan American Grace Airways might transfer its base of operations to such an airport in the Republic of Panama, provided, of course, that the Republic of Panama should accede thereto. It is understood that such an operation by that air carrier of the United States of America which would originate its services in the Republic of Panama would exist because of the unique situation concerning the Canal Zone referred to above; and, because of the highly unusual situation involved therein, the Government of the Republic of Chile would consider that that designated airline of the United States of America might originate its operations at such time and under such circumstances from a point in the Republic of Panama.

The Government of Chile understands that, since Pan American Grace Airways Inc. is 50 percent owned by, and is therefore a part of, the Pan American World Airways system and, furthermore, has been operating under the terms of a contract between the company and the Government of Chile between the Canal Zone and Chile for the past eighteen years, the United States' routes authorized in Annex "B" are expected to be operated as a through airline operation between the United States and Chile. The Government of Chile, therefore, does not regard the fact that Pan American Grace Airways Inc. may be technically originating its services from an airport in the Republic of Panama as establishing a precedent since, as indicated above, by reason of Pan American Grace Airways' close affiliation with the Pan American Airways system and the fact that Pan American Grace Airways Inc. has been operating its present routes for many years with a close connection in the Canal Zone with the Pan American World Airways system, the bulk of the originating traffic on these routes will continue, as in the past, to originate in the United States.

Until such time as an airport in the Republic of Panama suitable for international air transport operations is completed, airlines designated by the

Republic of Chile may serve the Republic of Panama from Allbrook Field in the Canal Zone, subject to the military requirements referred to in Article 2 of this Agreement.

With reference thereto, the Government of the United States of America has called attention to its Air Commerce Act of 1926 as amended by its Civil Aeronautics Act of 1938<sup>1</sup> which precludes the carriage by foreign aircraft of traffic between the Canal Zone and points in the United States and the authorization of Chilean airlines hereby expressed is accordingly subject to the limitation established by the above referred to legislation.

2. Although the Chilean routes to the United States as described in Annex B of the Agreement do not include a route to San Francisco, California, and beyond, as desired by the government of Chile, since it is not believed that such a route is presently justified economically, it is understood that Chile has a predominant interest in the Pacific and that, in view of this consideration, and when surrounding circumstances concerning possible future routes have sufficiently developed, each government contemplates requesting the other government for consultation (pursuant to the Agreement) regarding a modification of Annex B to include the desired West Coast routes, as well as other routes if traffic potentialities justify their consideration.

3. In connection with the provisions of paragraph I of Annex A, it is understood that each contracting party will notify the other contracting party, as soon as practicable, whenever it receives notice of intent of one of its designated airlines to suspend service to a point or between points in the territory of the other contracting party, in order that the latter contracting party may have the opportunity to request consultation with respect to the proposed suspension if it considers that such proposed suspension may be prejudicial to its interests, provided that nothing herein stated shall prejudice the right of the contracting party operating the service concerned to suspend service within 30 days after notice of intention to suspend has been given to the other contracting party.

4. It is understood that the Government of Chile interprets the local and regional services referred to in paragraph E 3 of Annex A to mean those services which unite two or more points between neighboring and contiguous countries. The Government of the United States, although it recognizes the possibility that this definition may prove to be the correct one, is not in a position to express its agreement with it at the present time.

5. It is understood that the Government of Chile, if it elects to designate entry and exit customs airports, as provided for in paragraph G of Annex A, will designate these airports in such a manner as to permit the United States routes described in Annex B, and any other United States routes which may later be approved by the Government of Chile, to be operated without operational disadvantage to the United States airline or airlines designated to fly

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<sup>1</sup> 44 Stat. 568 and 52 Stat. 973.

such routes. For example, on a service entering Chile at Arica and proceeding to points in Bolivia and beyond, the customs airport which Chile would designate for original entry would be Arica and the same airport would be designated as the customs airport of departure; on a service entering Chile at Antofagasta and proceeding to points in Argentina and beyond, the customs airport for both entry and departure would be Antofagasta; on a service entering Chile at Antofagasta and proceeding to Santiago and thence to points in Argentina and beyond, the customs airport of original entry would be Antofagasta and the customs airport of departure would be Santiago.

6. With reference to Article II, it is understood by both contracting parties that the operating schedules of a designated airline or airlines will be regular and approved by the Aeronautical Authorities of both contracting parties. However, the provisions of Annex A shall govern the frequencies of schedules operated.

CLAUDE G. BOWERS

His Excellency

Señor don RAÚL JULIET G.

*Minister for Foreign Affairs  
Santiago*

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY  
OF FOREIGN RELATIONS

No. 004996

SANTIAGO, May 10, 1947

MR. AMBASSADOR:

I have the honor to submit to Your Excellency the present declaration as an interpretation of the manner in which the Government of Chile proposes to execute the Air Transport Agreement entered into with the Government of the United States.

[For statement of understanding, see numbered paragraphs in U.S. note, above.]

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

R. JULIET

His Excellency

CLAUDE G. BOWERS,

*Ambassador Extraordinary and Plenipotentiary of the  
United States of America,  
Santiago.*

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY

SANTIAGO, May 10, 1947

No. 116

## EXCELLENCY:

I have the honor to state to Your Excellency that the air transport agreement between the Government of Chile and the Government of the United States of America, signed on this day, will be approved by each Contracting Party in accordance with its own laws and shall enter into force upon an exchange of the respective instruments of the two Contracting Parties indicating such approval. Both Contracting Parties will undertake to make effective the provisions of this agreement, within their respective administrative powers, from the date on which it is signed.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

CLAUDE G. BOWERS

His Excellency

Señor don RAÚL JULIET G.

*Minister for Foreign Affairs of Chile**Santiago*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY  
OF FOREIGN RELATIONS

No. 004995

SANTIAGO, May 10, 1947

## MR. AMBASSADOR:

I have the honor to inform Your Excellency that the Air Transport Agreement between the Government of Chile and the Government of the United States of America, signed on this day, will be approved by each Contracting Party in accordance with its own laws and shall enter into force upon the exchange of the respective instruments of the two Contracting Parties indicating such approval. The two Contracting Parties will undertake to make the provisions of this Agreement effective, beginning with this date, within their respective administrative powers.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

R. JULIET

His Excellency CLAUDE G. BOWERS,

*Ambassador Extraordinary and Plenipotentiary of the**United States of America,**Santiago.*

## COMMERCIAL RELATIONS

*Exchange of notes at Santiago July 30, 1947, modifying and extending  
agreement of July 30, 1945, as extended  
Entered into force July 31, 1947  
Expired July 30, 1948*

61 Stat. 3094; Treaties and Other  
International Acts Series 1642

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY  
OF FOREIGN AFFAIRS  
Department of Commercial Policy  
No. 009623

SANTIAGO, July 30, 1947

MR. AMBASSADOR:

On the 31st day of the current month, the Additional Trade Agreement concluded between our two Governments by exchange of notes dated July 23 and 30,<sup>1</sup> last, expires. The maintenance and development of commercial exchange between Chile and the United States of America prompts me to inform Your Excellency that my Government is prepared to renew the former Agreement for the period of one year and, consequently, to grant to the North American products which are specified in the list annexed to Note No. 4024 of this Ministry, dated July 30, 1945,<sup>2</sup> the treatment which was indicated in the same list, with the exception of items 552, 553 and 554, relating to umbrellas and parasols.

The present note and Your Excellency's reply announcing the acceptance of the Government of the United States will constitute a new Agreement between the two Governments, it being understood that the term of its validity will be one year, counting from July 31, of the present year, unless it is denounced by either of the High Contracting Parties by a written notice given thirty days in advance, or is replaced by a more extensive trade agreement.

Without prejudice to the provisions of the present Additional Agreement, I have the honor to state to Your Excellency that the Government of Chile repeats its approval of the desires of the United States Govern-

<sup>1</sup> 60 Stat. 1715; TIAS 1529.

<sup>2</sup> 60 Stat. 1724 or p. 14 of TIAS 1529.

ment to open negotiations, within the next twelve months, in order to reach an agreement concerning a treaty of friendship, commerce and navigation which will assure the reciprocal interest of both countries.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

R. JULIET

His Excellency

CLAUDE G. BOWERS

*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  
*Santiago, Chile, July 30, 1947*

No. 181

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note No. 9623 of July 30, 1947, containing a proposal by the Government of the Republic of Chile to concede to the commerce of the United States of America, without compensation, reductions in the Chilean import duties on certain products as set forth in the enclosure with Your Excellency's Note No. 4024 of July 30, 1945, excepting therefrom items Nos. 552, 553, and 554 relative to umbrellas and parasols, such reductions to continue in force for a further period of one year commencing on July 31, 1947, unless the present agreement is superseded in that time by a more comprehensive commercial agreement, it being understood, however, that the present agreement may be terminated by either Government upon the giving of thirty days' notice in writing.

I have the honor to assure Your Excellency that the Government of the United States of America greatly appreciates the interest of the Chilean Government in adopting measures to expand and to liberalize trade in accordance with the economic objectives of the Atlantic Charter<sup>3</sup> and of the Inter-American Conference on Problems of War and Peace, and is pleased to accept the proposal of the Government of Chile.

In accepting this proposal I take this opportunity to reaffirm the desire of the Government of the United States of America to initiate concrete negotiations with Your Excellency's Government for a Treaty of Friendship, Commerce and Navigation responsive to the reciprocal interests of both

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<sup>3</sup> EAS 236, *ante*, vol. 3, p. 686.

countries and note with satisfaction the expressed willingness of Your Excellency's Government that such negotiations be initiated within the next twelve months.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

CLAUDE G. BOWERS

His Excellency

RAUL JULIET GOMEZ

*Minister for Foreign Affairs of Chile*

*Santiago*



## CIVIL AVIATION MISSION

*Exchange of notes at Santiago July 20 and August 17, 1948*

Department of State files

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY

*Santiago, Chile, July 20, 1948*

No. 129

### EXCELLENCY:

I have the honor to refer to Your Excellency's Note Verbale No. 014529 of November 8, 1947 regarding the visit to Chile of officials of the United States Civil Aeronautics Administration. In that note Your Excellency stated that it would be very useful to the Dirección General de Aeronáutica if it were possible for the Government of the United States to make available to the Government of Chile one or more technical experts of the Civil Aeronautics Administration for the purpose of advising the Government of Chile in certain technical fields of civil aviation. In accordance with further conversations on this subject, this note represents a redraft of my Note No. 252 of November 12, 1947 and should be substituted therefor.

The Government of the United States is in a position to offer to the Government of Chile a technical assistance mission in the field of civil aviation under the following terms:

Subject to the availability of suitable technicians and appropriated funds for the purpose and in accordance with the following conditions, the Government of the United States of America agrees to make available to the Government of Chile the services of technicians in the field of civil aviation as requested by the Government of Chile:

1. The duration of the assignment of each technician shall be determined in accordance with the requirements in connection with the duties contemplated, except that, when legally and administratively possible, the assignments may be of indefinite duration subject to joint periodic review.

2. The Government of the United States of America agrees to give the fullest consideration to any request of the Government of Chile for an increase or decrease in the number of technicians originally furnished, or for the assignment of technicians in different fields of civil aviation.

3. The Government of the United States of America shall designate, subject to the approval of the Chilean Government, a Chief of Mission authorized to deal with the Government of Chile. All other members of the mission shall be selected in the same manner and shall be responsible to the Chief of Mission. All members shall serve as advisors to the Government of Chile in their respective fields but may volunteer opinions on related civil aviation matters when deemed advisable.

4. Mission members, during the period the Mission is in operation and thereafter, undertake not to divulge or reveal in any form to any third Government or person confidential or secret matters of which they may become cognizant in the exercise of their duties.

5. Compensation of Mission members, who are officers of the United States Government, shall not be subject to any tax now or hereafter in effect of the Government of Chile, or 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 not be levied against members of the Mission or against the Government of the United States, in order to comply with the provisions of this paragraph.

6. The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Chile, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Chile in an amount and form acceptable to both Governments.

7. The Government of Chile will pay the Government of the United States the amount of 130,000 pesos (moneda legal) per annum in connection with the assignment of each technician. The Government of Chile agrees to pay this amount in semiannual installments in advance, beginning with the date of assignment of each technician. In any event, the method of payment may be changed by subsequent agreement between the parties.

8. Custom duties, if there should be any, for supplies, materials and effects for the professional and personal use of the technicians and their families, shall not be levied against the officials or against the Government of the United States.<sup>1</sup>

9. The Government of Chile shall provide the technicians with means of transportation within Chile, outside of the headquarters location, incurred in the conduct of their duties and pay the cost thereof, as well as the cost of acquisition of materials, equipment and facilities necessary to the conduct of the Mission.

10. The Government of Chile shall provide the technicians with suitably equipped offices and adequate bilingual stenographic personnel and other employees, and bear the cost thereof.

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<sup>1</sup> See Chilean note for variations in paras. 8 and 14 and addition of para. 15. These variations were accepted orally on behalf of the United States Government.

11. The Government of Chile shall grant to authorized members of the Mission, approval to make flights in Chile in aircraft of United States or Chilean registry as deemed necessary in the performance of their duties.

12. The Government of Chile shall permit the transportation of the body of any technician detailed under these conditions who may die in Chile, to a place of burial in the United States of America selected by the surviving members of the family or their legal representatives.

13. The Government of Chile shall insure, by means of an insurance policy deemed adequate by both Governments, members of the Mission against civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

14. The above conditions may be modified in whole or in part by an exchange of notes between the Government of the United States of America and the Government of Chile.<sup>2</sup>

In the event that the Government of Chile finds the foregoing conditions satisfactory, this note and Your Excellency's reply shall constitute an agreement between our two governments.

I avail myself of this opportunity to extend to Your Excellency renewed assurances of my highest consideration and esteem.

CLAUDE G. BOWERS

His Excellency

GERMÁN RIESCO ERRÁZURIZ

*Minister for Foreign Affairs of Chile  
Santiago.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CHILE  
MINISTRY OF  
FOREIGN RELATIONS

No. 009069

SANTIAGO, August 17, 1948

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 129 of July 20th of the current year and to the previous conversations between officials of this Department and members of a Special Mission of the Civil Aeronautics Administration of the United States of America and of your Embassy, in connection with the coming to Chile of a delegation of civil aviation specialists.

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<sup>2</sup> See footnote 1, p. 641.

Your Excellency states that the Government of the United States agrees to place at the disposal of the Government of Chile the services of experts in the field of civil aviation, in accordance with the request by the latter [Government], subject to the availability of the appropriate experts and the funds necessary for this purpose, and under the following terms:

"1.—The duration of the assignment of each technician shall be determined in accordance with the requirements in connection with the duties contemplated, except that, when legally and administratively possible, assignments may be of indefinite duration subject to joint periodic review.

"2.—The Government of the United States of America agrees to give the fullest consideration to any requests of the Government of Chile for an increase or decrease in the number of technicians originally furnished, or for the assignment of technicians in different fields of civil aviation.

"3.—The Government of the United States of America shall designate, subject to the approval of the Chilean Government, a Chief of Mission authorized to deal with the Government of Chile. All other members of the Mission shall be responsible to the Chief of Mission. All members shall serve as advisers to the Government of Chile in their respective fields but may volunteer opinions on related civil aviation matters when deemed advisable.

"4.—Mission members, during the period the Mission is in operation and thereafter, undertake not to divulge or reveal in any form to any third Government or person, confidential or secret matters of which they may become cognizant in the exercise of their duties.

"5.—Compensation of Mission members, who are officers of the United States Government, shall not be subject to any tax now or hereafter in effect of the Government of Chile, or any of its political or administrative subdivisions. Should there, however, at present or when this agreement comes into force, be any taxes that might affect this compensation, such taxes shall not be levied against members of the Mission or against the Government of the United States, in order to comply with the provisions of this paragraph.

"6.—The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Chile, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Chile, in an amount and form acceptable to both Governments.

"7.—The Government of Chile will pay the Government of the United States the amount of 130,000.00 pesos, Chilean currency, per annum in connection with the assignment of each technician. The Government of Chile agrees to pay this amount in semiannual installments in advance, beginning with the date of assignment of each technician. In any event,

the method of payment may be changed by subsequent agreement between the parties.

"8.—Custom duties, if there should be any, for supplies, materials and effects for the professional and personal use of the technicians and their families, shall not be levied against the officials or against the Government of the United States. To this end, the officials shall be placed in the category of Embassy Counselors, and consequently, the appropriate part of Item 1901 of the Customs Tariff of Chile shall be applicable to them.<sup>3</sup>

"9.—The Government of Chile shall provide the technicians with the means of transportation within Chile, outside of the headquarters location, incurred in the conduct of their duties and pay the cost thereof, as well as the cost of acquisition of the materials, equipment and facilities necessary to the conduct of the Mission.

"10.—The Government of Chile shall provide technicians with suitably equipped offices and adequate bilingual stenographic personnel and other employees, and bear the cost thereof.

"11.—The Government of Chile shall grant to authorized members of the Mission, approval to make flights in Chile in aircraft of the United States or of Chilean registry, as deemed necessary in the performance of their duties.

"12.—The Government of Chile shall authorize the transportation of the body of any member of this Mission who may die in Chile to a place of burial in the United States of America selected by the surviving members of his family or their legal representatives.

"13.—The Government of Chile shall insure members of the Mission by means of insurance policies, against civil liability on account of personal injuries, death or loss of property, to themselves or third persons, while acting within the scope of their duties. The amount and the conditions of these policies shall be determined by common accord of the two Governments.

"14.—The above conditions may be modified in whole or in part by exchange of notes between the two Governments, except when they are a matter of Law, in which case the modifications must be in accord with the proper constitutional procedure.<sup>3</sup>

"15.—The present Agreement shall be ratified by the High Contracting Parties, if necessary according to its legislation."<sup>3 4</sup>

Communicating to Your Excellency, in the name of my Government, its acceptance of the terms of the above Agreement, I am certain that the work and experience of the officials who will advise the Chilean authorities will

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<sup>3</sup> See footnote 1, p. 641.

<sup>4</sup> By a note dated Oct. 17, 1956, the Foreign Minister of Chile informed the Government of the United States that the National Congress had given its approval to the agreement and that the Government of Chile had proceeded to ratify and promulgate it.

be of positive benefit to activities of this nature in Chile, in the development and increase of which my Government has the greatest interest.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

GERMÁN RIESCO

His Excellency

CLAUDE G. BOWERS,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

## HEALTH AND SANITATION PROGRAM

*Exchanges of notes at Santiago December 28, 1948, and January 10, 20, and 21, 1949, extending agreement of May 5 and 11, 1943*  
*Entered into force January 22, 1949; operative from January 1, 1949*  
*Program expired June 30, 1956*

[For text, see 2 UST 615; TIAS 2213.]

## CUSTOMS CONCESSIONS ON AUTOMOBILES

*Exchange of notes at Santiago April 9, 1949*  
*Entered into force April 9, 1949; operative from March 16, 1949*  
*Extended by agreements of November 18 and December 8, 1950;<sup>1</sup>*  
*June 2, 1951;<sup>2</sup> April 8, 1952;<sup>3</sup> June 8 and 23, 1953;<sup>4</sup> and*  
*April 26 and May 10, 1954<sup>5</sup>*  
*Expired March 16, 1955*

[For text, see 2 UST 395; TIAS 2178.]

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Santiago July 1 and 31, 1949, extending agreement of May 5 and 11, 1943*  
*Entered into force August 5, 1949; operative from July 1, 1949*  
*Program expired June 30, 1956*

[For text, see 2 UST 610; TIAS 2213.]

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<sup>1</sup> 2 UST 679; TIAS 2222.

<sup>2</sup> 2 UST 2528; TIAS 2370.

<sup>3</sup> 3 UST 4038; TIAS 2545.

<sup>4</sup> 5 UST 473; TIAS 2941.

<sup>5</sup> 5 UST 915; TIAS 2981.



# China

## PEACE, AMITY, AND COMMERCE

*Treaty signed at Wang Hiya July 3, 1844*<sup>1</sup>

*Ratified by China August 15, 1844*

*Senate advice and consent to ratification January 16, 1845*

*Ratified by the President of the United States January 17, 1845*

*Ratifications exchanged at Poon Tong December 31, 1845*

*Entered into force December 31, 1845*

*Proclaimed by the President of the United States April 18, 1846*

*Supplemented and revised by treaty of June 18, 1858,<sup>2</sup> and convention of November 8, 1858<sup>3</sup>*

*All provisions continued in force by treaty of October 8, 1903, "except in so far as they are modified by the present Treaty or other treaties to which the United States is a party"<sup>4</sup>*

*Superseded November 30, 1948, by treaty of November 4, 1946<sup>5</sup>*

8 Stat. 592; Treaty Series 45<sup>6</sup>

### TREATY

The United States of America, and The Ta Tsing Empire, Desiring to establish firm, lasting, and sincere friendship between the two Nations, have resolved to fix, in a manner clear and positive, by means of a treaty or general convention of peace, amity, and commerce, the rules which shall in future be mutually observed in the intercourse of their respective countries:—For which most desirable object, the President of the United States has conferred full powers on their Commissioner Caleb Cushing, Envoy Extraordinary and Minister Plenipotentiary of the United States to China; and the August

<sup>1</sup> For tariff schedule attached to treaty, see 8 Stat. 600 or TS 45.

<sup>2</sup> TS 46, *post*, p. 659.

<sup>3</sup> TS 47, *post*, p. 671.

<sup>4</sup> TS 430, *post*, p. 704 (art. XVII).

<sup>5</sup> TIAS 1871, *post*, p. 761.

<sup>6</sup> For a detailed study of this treaty, see 4 Miller 559.

Sovereign of the Ta Tsing Empire on his Minister and Commissioner Extraordinary Tsiyeng, of the Imperial House, a vice Guardian of the Heir Apparent, Governor-general of the Two Kwang, and Superintendent General of the trade and foreign intercourse of the five ports.

And the said Commissioners, after having exchanged their said full powers, and duly considered the premises, have agreed to the following articles.

#### ARTICLE I

There shall be a perfect, permanent, universal peace, and a sincere and cordial amity, between the United States of America on the one part, and the Ta Tsing Empire on the other part, and between their people respectively, without exception of persons or places.

#### ARTICLE II

Citizens of the United States resorting to China for the purposes of commerce will pay the duties of import and export prescribed in the Tariff, which is fixed by and made a part of this Treaty.<sup>7</sup> They shall, in no case, be subject to other or higher duties than are or shall be required of the people of any other nation whatever. Fees and charges of every sort are wholly abolished, and officers of the revenue, who may be guilty of exaction, shall be punished according to the laws of China. If the Chinese Government desire to modify, in any respect, the said Tariff, such modifications shall be made only in consultation with consuls or other functionaries thereto. duly authorized in behalf of the United States, and with consent thereof. And if additional advantages or privileges, of whatever description, be conceded hereafter by China to any other nation, the United States, and the citizens thereof, shall be entitled thereupon, to a complete, equal, and impartial participation in the same.

#### ARTICLE III

The citizens of the United States are permitted to frequent the five ports of Kwangchow, Amoy, Fuchow, Ningpo and Shanghai, and to reside with their families and trade there, and to proceed at pleasure with their vessels and merchandize to and from any foreign port and either of the said five ports, and from either of the said five ports to any other of them. But said vessels shall not unlawfully enter the other ports of China, nor carry on a clandestine and fraudulent trade along the coasts thereof. And any vessel belonging to a citizen of the United States, which violates this provision, shall, with her cargo, be subject to confiscation to the Chinese government.

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<sup>7</sup> See footnote 1, p. 647.

## ARTICLE IV

For the superintendence and regulation of the concerns of the citizens of the United States doing business at the said five ports, the government of the United States may appoint Consuls, or other officers, at the same, who shall be duly recognized as such by the officers of the Chinese government, and shall hold official intercourse and correspondence with the latter, either personal or in writing, as occasions may require, on terms of equality and reciprocal respect. If disrespectfully treated or aggrieved in any way by the local authorities, said officers on the one hand shall have the right to make representation of the same to the superior officers of the Chinese Government, who will see that full inquiry and strict justice be had in the premises; and on the other hand, the said Consuls will carefully avoid all acts of unnecessary offence to, or collision with, the officers and people of China.

## ARTICLE V

At each of the said five ports, citizens of the United States lawfully engaged in commerce, shall be permitted to import from their own or any other ports into China, and sell there, and purchase therein, and export to their own or any other ports, all manner of merchandize, of which the importation or exportation is not prohibited by this Treaty, paying the duties which are prescribed by the Tariff hereinbefore established, and no other charges whatsoever.

## ARTICLE VI

Whenever any merchant-vessel belonging to the United States shall enter either of the said five ports for trade, her papers shall be lodged with the Consul, or person charged with affairs, who will report the same to the commissioner of customs; and tonnage duty shall be paid on said vessel at the rate of five mace per ton, if she be over one hundred and fifty tons burden; and one mace per ton if she be of the burden of one hundred and fifty tons or under, according to the amount of her tonnage as specified in the register; said payment to be in full of the former charges of measurement and other fees, which are wholly abolished. And if any vessel, which having anchored at one of the said ports, and there paid tonnage duty, shall have occasion to go to any others of the said ports to complete the disposal of her cargo, the Consul, or person charged with affairs, will report the same to the commissioner of customs, who, on the departure of the said vessel will note in the port-clearance that the tonnage duties have been paid, and report the same to the other custom-houses; in which case on entering another port the said vessel will only pay duty there on her cargo, but shall not be subject to the payment of tonnage duty a second time.

## ARTICLE VII

No Tonnage duty shall be required on boats belonging to citizens of the United States, employed in the conveyance of passengers, baggage, letters, and articles of provision, or others not subject to duty to or from any of the five ports. All cargo-boats, however, conveying merchandize subject to duty shall pay the regular tonnage duty of one mace per ton, provided they belong to citizens of the United States, but not if hired by them from subjects of China.

## ARTICLE VIII

Citizens of the United States for their vessels bound in shall be allowed to engage pilots, who will report said vessels at the passes and take them into port; and when the lawful duties have all been paid they may engage pilots to leave port. It shall also be lawful for them to hire at pleasure, servants, compradors, linguists, and writers, and passage or cargo boats, and to employ laborers, seamen, and persons for whatever necessary service for a reasonable compensation to be agreed on by the parties, or settled by application to the consular officer of their government, without interference on the part of the local officers of the Chinese government.

## ARTICLE IX

Whenever merchant vessels belonging to the United States shall have entered port, the Superintendent of Customs, will, if he see fit, appoint custom-house officers to guard said vessels, who may live on board the ship or their own boats, at their convenience; but provision for the subsistence of said officers shall be made by the superintendent of customs, and they shall not be entitled to any allowance from the vessel or owner thereof; and they shall be subject to suitable punishment for any exaction practiced by them in violation of this regulation.

## ARTICLE X

Whenever a merchant-vessel belonging to the United States shall cast anchor in either of said ports, the supercargo, master, or consignee, will, within forty-eight hours deposit the ship's papers in the hands of the consul, or person charged with the affairs of the United States; who will cause to be communicated to the superintendent of customs, a true report of the name and tonnage of such vessel, the names of her men, and of the cargo on board; which being done, the superintendent will give a permit for the discharge of her cargo.

And the master, supercargo, or consignee, if he proceed to discharge the cargo without such permit, shall incur a fine of five hundred dollars; and the goods so discharged without permit shall be subject to forfeiture to the Chinese

government. But if the master of any vessel in port desire to discharge a part only of the cargo, it shall be lawful for him to do so, paying duties on such part only, and to proceed with the remainder to any other ports.

Or, if the master so desire, he may, within forty-eight hours after the arrival of the vessel, but not later, decide to depart without breaking bulk; in which case he will not be subject to pay tonnage or other duties or charges, until on his arrival at another port he shall proceed to discharge cargo, when he will pay the duties on vessel and cargo according to law. And the tonnage-duties shall be held to be due after the expiration of said forty-eight hours.

#### ARTICLE XI

The Superintendent of Customs, in order to the collection of the proper duties, will, on application made to him through the Consul, appoint suitable officers, who shall proceed, in the presence of the captain, supercargo, or consignee, to make a just and fair examination of all goods in the act of being discharged for importation, or laden for exportation, on board any merchant vessel of the United States. And if dispute occur in regard to the value of goods subject to an ad valorem duty, or in regard to the amount of tare, and the same cannot be satisfactorily arranged by the parties, the question may, within twenty-four hours, and not afterwards, be referred to the said Consul to adjust with the Superintendent of Customs.

#### ARTICLE XII

Sets of standard balances, and also weights and measures, duly prepared, stamped, and sealed, according to the standard of the customhouse at Canton, shall be delivered by the Superintendents of customs to the consuls at each of the five ports, to secure uniformity, and prevent confusion in measures and weights of merchandize.

#### ARTICLE XIII

The tonnage duty on vessels belonging to citizens of the United States shall be paid on their being admitted to entry. Duties of import shall be paid on the discharge of the goods, and duties of export on the lading of the same. When all such duties shall have been paid, and not before, the Superintendant of Customs shall give a port-clearance, and the Consul shall return the ship's papers, so that she may depart on her voyage. The duties shall be paid to the shroffs authorized by the Chinese government to receive the same in its behalf. Duties payable by merchants of the United States shall be received, either in sycee silver or in foreign money, at the rate of exchange as ascertained by the regulations now in force. And imported goods, on their resale or transit in any part of the empire, shall be subject to the imposition of no other duty than they are accustomed to pay at the date of this Treaty.

## ARTICLE XIV

No goods on board any merchant vessel of the United States in port are to be transhipped to another vessel, unless there be particular occasion therefor; in which case the occasion shall be certified by the Consul to the Superintendent of Customs, who may appoint officers to examine into the facts, and permit the transhipment. And if any goods be transhipped without such application, inquiry and permit, they shall be subject to be forfeited to the Chinese Government.

## ARTICLE XV

The former limitation of the trade of foreign nations to certain persons appointed at Canton by the government, and commonly called hong-merchants, having been abolished, citizens of the United States engaged in the purchase or sale of goods of import or export, are admitted to trade with any and all subjects of China without distinction; they shall not be subject to any new limitations, nor impeded in their business by monopolies or other injurious restrictions.

## ARTICLE XVI

The Chinese Government will not hold itself responsible for any debts which may happen to be due from subjects of China to citizens of the United States, or for frauds committed by them: but citizens of the United States may seek redress in law; and on suitable representation being made to the Chinese local authorities through the Consul, they will cause due examination in the premises, and take all proper steps to compel satisfaction. But in case the debtor be dead, or without property, or have absconded, the creditor cannot be indemnified according to the old system of the co-hong so called. And if citizens of the United States be indebted to subjects of China, the latter may seek redress in the same way through the Consul, but without any responsibility for the debt on the part of the United States.

## ARTICLE XVII

Citizens of the United States residing or sojourning at any of the ports open to foreign commerce, shall enjoy all proper accommodation in obtaining houses and places of business, or in hiring sites from the inhabitants on which to construct houses and places of business, and also hospitals, churches and cemeteries. The local authorities of the two Governments shall select in concert the sites for the foregoing objects, having due regard to the feelings of the people in the location thereof: and the parties interested will fix the rent by mutual agreement, the proprietors on the one hand not demanding any exorbitant price, nor the merchants on the other unreasonably insisting on particular spots, but each conducting with justice and moderation. And any desecration of said cemeteries by subjects of China shall be severely punished according to law.



At the places of anchorage of the vessels of the United States, the citizens of the United States, merchants, seamen, or others sojourning there, may pass and repass in the immediate neighborhood; but they shall not at their pleasure make excursions into the country among the villages at large, nor shall they repair to public marts for the purpose of disposing of goods unlawfully and in fraud of the revenue.

And, in order to the preservation of the public peace, the local officers of government at each of the five ports, shall, in concert with the Consuls, define the limits beyond which it shall not be lawful for citizens of the United States to go.

#### ARTICLE XVIII

It shall be lawful for the officers or citizens of the United States to employ scholars and people of any part of China without distinction of persons, to teach any of the languages of the Empire, and to assist in literary labors; and the persons so employed shall not, for that cause, be subject to any injury on the part either of the government or of individuals; and it shall in like manner be lawful for citizens of the United States to purchase all manner of books in China.

#### ARTICLE XIX

All citizens of the United States in China, peaceably attending to their affairs, being placed on a common footing of amity and goodwill with subjects of China, shall receive and enjoy, for themselves and everything appertaining to them, the special protection of the local authorities of Government, who shall defend them from all insult or injury of any sort on the part of the Chinese. If their dwellings or property be threatened or attacked by mobs, incendiaries, or other violent or lawless persons, the local officers, on requisition of the Consul, will immediately dispatch a military force to disperse the rioters, and will apprehend the guilty individuals, and punish them with the utmost rigor of the law.

#### ARTICLE XX

Citizens of the United States who may have imported merchandize into any of the free ports of China, and paid the duty thereon, if they desire to re-export the same, in part or in whole, to any other of the said ports, shall be entitled to make application, through their Consul, to the Superintendent of Customs, who, in order to prevent frauds on the revenue, shall cause examination to be made by suitable officers to see that the duties paid on such goods, as entered on the custom-house books, correspond with the representation made, and that the goods remain with their original marks unchanged, and shall then make a memorandum in the port-clearance, of the goods, and the amount of duties paid on the same, and deliver the same to the merchant; and shall also certify the facts to the officers of customs of



the other ports. All which being done, on the arrival in port of the vessel in which the goods are laden, and everything being found on examination there to correspond, she shall be permitted to break bulk and land the said goods, without being subject to the payment of any additional duty thereon. But if, on such examination, the superintendent of customs shall detect any fraud on the revenue in the case, then the goods shall be subject to forfeiture and confiscation to the Chinese Government.

#### ARTICLE XXI

Subjects of China who may be guilty of any criminal act towards citizens of the United States, shall be arrested and punished by the Chinese authorities according to the laws of China: and citizens of the United States, who may commit any crime in China, shall be subject to be tried and punished only by the Consul, or other public functionary of the United States, thereto authorized according to the laws of the United States. And in order to the prevention of all controversy and disaffection, justice shall be equitably and impartially administered on both sides.

#### ARTICLE XXII

Relations of peace and amity between the United States and China being established by this Treaty, and the vessels of the United States being admitted to trade freely to and from the five ports of China open to foreign commerce, it is further agreed that in case at any time hereafter, China should be at war with any foreign nation whatever, and for that cause should exclude such nation from entering her ports, still the vessels of the United States shall not the less continue to pursue their commerce in freedom and security, and to transport goods to and from the ports of the belligerent parties, full respect being paid to the neutrality of the flag of the United States: Provided that the said flag shall not protect vessels engaged in the transportation of officers or soldiers in the enemy's service; nor shall said flag be fraudulently used to enable the enemy's ships with their cargoes to enter the ports of China; but all such vessels so offending shall be subject to forfeiture and confiscation to the Chinese Government.

#### ARTICLE XXIII

The Consuls of the United States at each of the five ports open to foreign trade, shall make annually to the respective Governors-general thereof, a detailed report of the number of vessels belonging to the United States which have entered and left said ports during the year, and of the amount and value of goods imported or exported in said vessels, for transmission to and inspection of the Board of Revenue.

## ARTICLE XXIV

If citizens of the United States have special occasion to address any communication to the Chinese local officers of government, they shall submit the same to their consul, or other officer, to determine if the language be proper and respectful, and the matter just and right; in which event he shall transmit the same to the appropriate authorities for their consideration and action in the premises. In like manner, if subjects of China have special occasion to address the consul of the United States, they shall submit the communication to the local authorities of their own Government, to determine if the language be respectful and proper and the matter just and right; in which case the said authorities will transmit the same to the Consul or other officer for his consideration and action in the premises. And if controversies arise between citizens of the United States and subjects of China, which cannot be amicably settled otherwise, the same shall be examined and decided conformably to justice and equity by the public officers of the two nations acting in conjunction.

## ARTICLE XXV

All questions in regard to rights, whether of property or person, arising between citizens of the United States in China shall be subject to the jurisdiction, and regulated by the authorities of their own Government. And all controversies occurring in China between citizens of the United States and the subjects of any other government, shall be regulated by the treaties existing between the United States and such governments respectively, without interference on the part of China.

## ARTICLE XXVI

Merchant vessels of the United States lying in the waters of the five ports of China open to foreign commerce, will be under the jurisdiction of the officers of their own government, who, with the masters and owners thereof, will manage the same without control on the part of China. For injuries done to the citizens or the commerce of the United States by any foreign power, the Chinese Government will not hold itself bound to make reparation. But if the merchant-vessels of the United States, while within the waters over which the Chinese government exercises jurisdiction, be plundered by robbers or pirates, then the Chinese local authorities, civil and military, on receiving information thereof, will arrest the said robbers or pirates, and punish them according to law, and will cause all the property which can be recovered, to be placed in the hands of the nearest consul, or other officer of the United States, to be by him restored to the true owner. But if, by reason of the extent of territory and numerous population of China, it should, in any case, happen that the robbers cannot be apprehended, or the property only in part recovered, then the law will take its course in regard to the local au-

thorities, but the Chinese government will not make indemnity for the goods lost.

#### ARTICLE XXVII

If any vessel of the United States shall be wrecked or stranded on the coast of China, and be subjected to plunder or other damage, the proper officers of government on receiving information of the fact, will immediately adopt measures for their relief and security; and the persons on board shall receive friendly treatment, and be enabled at once to repair to the most convenient of the free ports, and shall enjoy all facilities for obtaining supplies of provisions and water. And if a vessel shall be forced in whatever way to take refuge in any port other than one of the free ports, then in like manner the persons on board shall receive friendly treatment, and the means of safety and security.

#### ARTICLE XXVIII

Citizens of the United States, their vessels and property, shall not be subject to any embargo; nor shall they be seized or forcibly detained for any pretense of the public service; but they shall be suffered to prosecute their commerce in quiet, and without molestation or embarrassment.

#### ARTICLE XXIX

The local authorities of the Chinese Government will cause to be apprehended all mutineers or deserters from on board the vessels of the United States in China, and will deliver them up to the consuls or other officers for punishment. And if criminals, subjects of China, take refuge in the houses or on board the vessels of citizens of the United States, they shall not be harbored or concealed, but shall be delivered up to justice, on due requisition by the Chinese local officers addressed to those of the United States.

The merchants, seamen, and other citizens of the United States, shall be under the superintendence of the appropriate officers of their government. If individuals of either nation commit acts of violence and disorder, use arms to the injury of others, or create disturbances endangering life, the officers of the two governments will exert themselves to enforce order, and to maintain the public peace by doing impartial justice in the premises.

#### ARTICLE XXX

The superior authorities of the United States and of China, in corresponding together, shall do so in terms of equality, and in the form of mutual communication (*cháu hwui*). The Consuls, and the local officers civil and military, in corresponding together, shall likewise employ the style and form of mutual communication (*cháu hwui*). When inferior officers of the one government address superior officers of the other, they shall do so in the style and form of memorial (*shin chin*). Private individuals, in addressing superior

officers, shall employ the style of petition (*pin ching*). In no case shall any terms or style be suffered which shall be offensive or disrespectful to either party. And it is agreed that no presents, under any pretext or form whatever, shall ever be demanded of the United States by China, or of China by the United States.

#### ARTICLE XXXI

Communications from the government of the United States to the court of China shall be transmitted through the medium of the Imperial Commissioner charged with the superintendence of the concerns of foreign nations with China, or through the Governor-general of the Liang Kwang, that of Min and Cheh, or that of the Liang Kiang.

#### ARTICLE XXXII

Whenever ships of war of the United States, in cruising for the protection of the commerce of their country, shall arrive at any of the ports of China, the commanders of said ships and the superior local authorities of Government, shall hold intercourse together in terms of equality and courtesy, in token of the friendly relations of their respective nations. And the said ships of war shall enjoy all suitable facilities on the part of the Chinese Government in the purchase of provisions, procuring water, and making repairs if occasion require.

#### ARTICLE XXXIII

Citizens of the United States, who shall attempt to trade clandestinely with such of the ports of China as are not open to foreign commerce, or who shall trade in opium or any other contraband article of merchandize, shall be subject to be dealt with by the Chinese Government, without being entitled to any countenance or protection from that of the United States; and the United States will take measures to prevent their flag from being abused by the subjects of other nations, as a cover for the violation of the laws of the Empire.

#### ARTICLE XXXIV

When the present convention shall have been definitively concluded, it shall be obligatory on both Powers, and its provisions shall not be altered without grave cause; but, inasmuch as the circumstances of the several ports of China open to foreign commerce are different, experience may show that inconsiderable modifications are requisite in those parts which relate to commerce and navigation: in which case, the two Governments will, at the expiration of twelve years from the date of said convention, treat amicably concerning the same, by the means of suitable persons appointed to conduct such negotiation.

And when ratified, this Treaty shall be faithfully observed in all its parts by the United States and China, and by every citizen and subject of each.

And no individual State of the United States can appoint or send a minister to China to call in question the provisions of the same.

The present Treaty of peace, amity, and commerce, shall be ratified and approved by the President of the United States, by and with the advice and consent of the Senate thereof, and by the August Sovereign of the Ta Tsing Empire, and the ratifications shall be exchanged, within eighteen months from the date of the signature thereof, or sooner if possible.

In Faith Whereof, We, the respective Plenipotentiaries of the United States of America, and of the Ta Tsing Empire, as aforesaid, have signed and sealed these Presents.

Done at Wang Shia, this third day of July, in the year of our Lord Jesus Christ, one thousand eight hundred and forty-four; and of Taoukwang, the twenty-fourth year, fifth month, and eighteenth day.

C. CUSHING	[SEAL]
TSIYENG	[ideographic signature] [SEAL]

[For tariff schedule attached to treaty, see 8 Stat. 600 or TS 45.]

## PEACE, AMITY, AND COMMERCE

*Treaty signed at Tientsin June 18, 1858, supplementing and revising treaty of July 3, 1844*<sup>1</sup>

*Senate advice and consent to ratification December 15, 1858*

*Ratified by the President of the United States December 21, 1858*

*Ratified by China August 9, 1859*

*Ratifications exchanged at Pehtang August 16, 1859*

*Entered into force August 16, 1859*

*Proclaimed by the President of the United States January 26, 1860*

*Supplemented by agreements of November 8, 1858,<sup>2</sup> and July 28, 1868,<sup>3</sup> and November 17, 1880<sup>4</sup>*

*Article XIV modified October 21, 1863; article XIX modified July 11, 1867; and article XXI modified April 7, 1863*

*All provisions continued in force by treaty of October 8, 1903, "except in so far as they are modified by the present Treaty or other treaties to which the United States is a party"<sup>5</sup>*

*Second sentence of article XVIII abrogated by the United States July 1, 1916, in accordance with Seamen's Act of March 4, 1915<sup>6</sup>*

*Superseded November 30, 1948, by treaty of November 4, 1946<sup>7</sup>*

12 Stat. 1023; Treaty Series 46<sup>8</sup>

The United States of America and the Ta Tsing Empire, desiring to maintain firm, lasting, and sincere friendship, have resolved to renew, in a manner clear and positive, by means of a Treaty or general convention of peace, amity and commerce, the rules which shall in future be mutually observed in the intercourse of their respective countries; for which most desirable object, the President of the United States and the August Sovereign of the Ta Tsing Empire, have named for their Plenipotentiaries to wit: The Presi-

<sup>1</sup> TS 45, *ante*, p. 647.

<sup>2</sup> TS 47 and TS 47-1, *post*, pp. 671 and 678.

<sup>3</sup> TS 48, *post*, p. 680.

<sup>4</sup> TS 49, *post*, p. 685.

<sup>5</sup> TS 430, *post*, p. 704 (art. XVII).

<sup>6</sup> 38 Stat. 1164.

<sup>7</sup> TIAS 1871, *post*, p. 761.

<sup>8</sup> For a detailed study of this treaty, see 7 Miller 793.

dent of the United States of America, William B. Reed, Envoy Extraordinary and Minister Plenipotentiary to China and His Majesty the Emperor of China, Kweiliang, a member of the Privy Council and Superintendent of the Board of Punishments; and Hwashana, President of the Board of Civil Office and Major General of the Bordered Blue Banner Division of the Chinese Bannermen, both of them being Imperial Commissioners and Plenipotentiaries: And the said Ministers, in virtue of the respective full powers they have received from their Governments, have agreed upon the following articles.

#### ARTICLE I

There shall be, as there have always been, peace and friendship between the United States of America and the Ta Tsing Empire, and between their people respectively. They shall not insult or oppress each other for any trifling cause so as to produce an estrangement between them, and, if any other nation should act unjustly or oppressively, the United States will exert their good offices, on being informed of the case, to bring about an amicable arrangement of the question, thus showing their friendly feelings.

#### ARTICLE II

In order to perpetuate friendship, on the exchange of ratifications by the President, with the advice and consent of the Senate of the United States, and by His Majesty the Emperor of China, this treaty shall be kept and sacredly guarded in this way: viz: The Original treaty as ratified by the President of the United States, shall be deposited at Peking, the capital of His Majesty the Emperor of China in charge of the Privy Council; and as ratified by His Majesty the Emperor of China, shall be deposited at Washington, the capital of the United States, in charge of the Secretary of State.

#### ARTICLE III

In order that the people of the two countries may know and obey the provisions of this treaty, the United States of America agree immediately on the exchange of ratifications to proclaim the same and to publish it by proclamation in the gazettes where the laws of the United States of America are published by authority and His Majesty the Emperor of China, on the exchange of ratifications, agrees immediately to direct the publication of the same at the capital and by the Governors of all the Provinces.

#### ARTICLE IV

In order further to perpetuate friendship, the Minister or Commissioner or the highest diplomatic representative of the United States of America in China, shall at all times have the right to correspond on terms of perfect equality and confidence with the Officers of the Privy Council at the capital,



or with the Governors General of the Two Kwangs, the Provinces of Fuhkien and Chehkiang or of the Two Kiangs, and whenever he desires to have such correspondence with the Privy Council at the Capital, he shall have the right to send it through either of the said Governors General or by the General Post, and all such communications shall be sent under seal which shall be most carefully respected. The Privy Council and Governors General, as the case may be, shall in all cases consider and acknowledge such communications promptly and respectfully.

#### ARTICLE V

The Minister of the United States of America in China, whenever he has business, shall have the right to visit and sojourn at the Capital of His Majesty the Emperor of China, and there confer with a member of the Privy Council, or any other high officer of equal rank deputed for that purpose, on matters of common interest and advantage. His visits shall not exceed one in each year, and he shall complete his business without unnecessary delay. He shall be allowed to go by land or come to the mouth of the Peiho, into which he shall not bring ships of war and he shall inform the authorities at that place in order that boats may be provided for him to go on his journey. He is not to take advantage of this stipulation to request visits to the capital on trivial occasions. Whenever he means to proceed to the capital he shall communicate in writing his intention to the Board of Rites at the capital, and thereupon the said Board shall give the necessary directions to facilitate his journey and give him necessary protection and respect on his way. On his arrival at the capital, he shall be furnished with a suitable residence prepared for him and he shall defray his own expenses and his entire suite shall not exceed twenty persons, exclusive of his Chinese attendants, none of whom shall be engaged in trade.

#### ARTICLE VI

If at any time His Majesty the Emperor of China shall by Treaty voluntarily made, or for any other reason, permit the Representative of any friendly nation to reside at his Capital for a long or short time, then without any further consultation or express permission, the Representative of the United States in China shall have the same privilege.

#### ARTICLE VII

The superior authorities of the United States and of China in corresponding together, shall do so on terms of equality, and in form of mutual communication (chau hwui). The consuls and the local officers, civil and military, in corresponding together, shall likewise employ the style and form of mutual communication (chau-hwui). When inferior officers of the one government address superior officers of the other, they shall do so in the style and form of memorial (shin chin). Private individuals in addressing superior officers,

shall employ the style of petition (pin ching). In no case shall any terms or style be used or suffered which shall be offensive or disrespectful to either party. And it is agreed that no presents, under any pretext or form whatever shall ever be demanded of the United States by China, or of China by the United States.

#### ARTICLE VIII

In all future personal intercourse between the Representative of the United States of America and the Governors General or Governors the interviews shall be had at the official residence of the said officers or at their temporary residence or at the residence of the Representative of the United States of America, whichever may be agreed upon between them nor shall they make any pretext for declining these interviews. Current matters shall be discussed by correspondence so as not to give the trouble of a personal meeting.

#### ARTICLE IX

Whenever national vessels of the United States of America in cruising along the coast and among the ports opened for trade, for the protection of the commerce of their country, or for the advancement of science, shall arrive at or near any of the ports of China, Commanders of said ships and the superior local authorities of Government shall, if it be necessary, hold intercourse on terms of equality and courtesy in token of the friendly relations of their respective nations, and the said vessels shall enjoy all suitable facilities on the part of the Chinese Government in procuring provisions or other supplies and making necessary repairs. And the United States of America agree that in case of the shipwreck of any American vessel and its being pillaged by pirates or in case any American vessel shall be pillaged or captured by pirates, on the seas adjacent to the coast, without being shipwrecked, the national vessels of the United States shall pursue the said pirates, and if captured deliver them over for trial and punishment.

#### ARTICLE X

The United States of America shall have the right to appoint Consuls and other commercial Agents for the protection of trade to reside at such places in the dominions of China as shall be agreed to be opened, who shall hold official intercourse and correspondence with the local Officers of the Chinese Government (a Consul or a Vice-Consul in charge taking rank with an intendant of circuit or a prefect) either personally or in writing as occasions may require, on terms of equality and reciprocal respect. And the Consuls and local Officers shall employ the style of mutual communication. If the Officers of either nation are disrespectfully treated or aggrieved in any way by the other authorities they have the right to make representation of the same to the Superior Officers of the respective Governments who shall see that full inquiry and strict justice shall be had in the premises; and the said Consuls

and Agents shall carefully avoid all acts of offense to the officers and people of China. On the arrival of a Consul duly accredited at any port in China, it shall be the duty of the Minister of the United States to notify the same to the Governor General of the Province where such port is, who shall forthwith recognize the said Consul and grant him authority to act.

#### ARTICLE XI

All citizens of the United States of America in China, peaceably attending to their affairs, being placed on a common footing of amity and good will with subjects of China, shall receive and enjoy for themselves and everything appertaining to them the protection of the local authorities of government, who shall defend them from all insult or injury of any sort. If their dwellings or property be threatened or attacked by mobs, incendiaries, or other violent or lawless persons, the local officers, on requisition of the Consul, shall immediately dispatch a military force to disperse the rioters, apprehend the guilty individuals and punish them with the utmost rigor of the law. Subjects of China guilty of any criminal act towards citizens of the United States shall be punished by the Chinese authorities according to the laws of China. And citizens of the United States, either on shore or in any merchant vessel, who may insult, trouble or wound the persons or injure the property of Chinese or commit any other improper act in China, shall be punished only by the Consul or other public functionary thereto authorised according to the laws of the United States. Arrests in order to trial may be made by either the Chinese or the United States authorities.

#### ARTICLE XII

Citizens of the United States residing or sojourning at any of the ports open to foreign commerce shall be permitted to rent houses and places of business or hire sites on which they can themselves build houses or hospitals, churches and cemeteries. The parties interested can fix the rent by mutual and equitable agreement, the proprietors shall not demand an exorbitant price, nor shall the local authorities interfere unless there be some objections offered on the part of the inhabitants respecting the place. The legal fees to the officers for applying their seal shall be paid. The citizens of the United States shall not unreasonably insist on particular spots but each party shall conduct with justice and moderation. Any desecration of the cemeteries by natives of China shall be severely punished according to law. At the places where the ships of the United States anchor or their citizens reside, the merchants seamen or others can freely pass and repass in the immediate neighbourhood, but in order to the preservation of the public peace, they shall not go into the country to the villages and marts to sell their goods unlawfully in fraud of the revenue.

## ARTICLE XIII

If any vessel of the United States be wrecked or stranded on the coast of China, and be subjected to plunder or other damage, the proper officers of Government, on receiving information of the fact, shall immediately adopt measures for its relief and security: the persons on board shall receive friendly treatment and be enabled to repair at once to the nearest port, and shall enjoy all facilities for obtaining supplies of provisions and water. If the merchant vessels of the United States, while within the waters over which the Chinese Government exercises jurisdiction, be plundered by robbers or pirates, then the Chinese local authorities civil and military, on receiving information thereof, shall arrest the said robbers or pirates, and punish them according to law, and shall cause all the property which can be recovered, to be restored to the owners or placed in the hands of the Consul. If by reason of the extent of territory and numerous population of China, it shall in any case happen that the robbers cannot be apprehended, and the property only in part recovered, the Chinese Government shall not make indemnity for the goods lost. But if it shall be proved that the local authorities have been in collusion with the robbers, the same shall be communicated to the superior authorities for memorializing the Throne and these officers shall be severely punished and their property be confiscated to repay the losses.

ARTICLE XIV<sup>9</sup>

The citizens of the United States are permitted to frequent the ports and cities of Canton and Chau-chau or Swatau, in the Province of Kwang-tung: Amoy, Fuh-chau, and Tai-wan in Formosa, in the Province of Fuh-Kien: Ningpo in the Province of Cheh-Kiang and Shanghai in the Province of Kiang-su, and any other port or place hereafter by treaty with other powers or with the United States opened to commerce, and to reside with their families and trade there: and to proceed at pleasure with their vessels and merchandize from any of these ports to any other of them. But said vessels shall not carry on a clandestine and fraudulent trade at other ports of China not declared to be legal or along the coasts thereof; and any vessel under the American flag violating this provision shall, with her cargo, be subject to confiscation to the Chinese Government; and any citizen of the United States who shall

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<sup>9</sup> A modification of art. XIV proposed by China Sept. 22, 1863, and agreed to by the American Minister Oct. 21, 1863, pending reference to Washington, provided that the penalty for presenting a false manifest of cargo be that contained in the treaty of peace, friendship, and commerce of June 26, 1858, between China and Great Britain, which read as follows:

"For presenting a false manifest, he [the master] will subject himself to a fine of 500 taels; but he will be allowed to correct, within 24 hours after delivery of it to the Customs officers, any mistake he may discover in his manifest, without incurring this penalty." (48 BFSP 55.)

The modification was approved by the United States.

trade in any contraband article of merchandize, shall be subject to be dealt with by the Chinese Government, without being entitled to any countenance or protection from that of the United-States; and the United States will take measures to prevent their flag from being abused by the subjects of other nations as a cover for the violation of the laws of the Empire.

#### ARTICLE XV

At each of the ports open to Commerce, citizens of the United States shall be permitted to import from abroad and sell, purchase, and export, all merchandize of which the importation or exportation is not prohibited by the laws of the Empire. The Tariff of duties to be paid by citizens of the United States on the export and import of goods from and into China shall be the same as was agreed upon at the Treaty of Wanghia, except so far as it may be modified by treaties with other nations; it being expressly agreed that citizens of the United States shall never pay higher duties than those paid by the most favoured nation.

#### ARTICLE XVI

Tonnage duties shall be paid on every merchant vessel belonging to the United States entering either of the open ports at the rate of four mace per ton of forty cubic feet, if she be over one hundred and fifty tons burden: and one mace per ton of forty cubic feet, if she be of the burden of one hundred and fifty tons or under, according to the tonnage specified in the register, which with her other papers, shall on her arrival, be lodged with the Consul, who shall report the same to the Commissioner of Customs. And if any vessel having paid tonnage duty at one port shall go to any other port to complete the disposal of her cargo, or being in ballast to purchase an entire or fill up an incomplete cargo, the Consul shall report the same to the Commissioner of customs, who shall note on the port clearance that the tonnage duties have been paid and report the circumstances to the collectors at the other customs-houses, in which case the said vessel shall only pay duty on her cargo, and not be charged with tonnage duty a second time. The collectors of customs at the open ports shall consult with the consuls about the erection of beacons or light houses, and where buoys and light-ships should be placed.

#### ARTICLE XVII

Citizens of the United States shall be allowed to engage pilots to take their vessels into port, and when the lawful duties have all been paid, take them out of port. It shall be lawful for them to hire at pleasure servants, compradores, linguists, writers, labourers, seamen and persons for whatever necessary service with passage or cargo boats for a reasonable compensation, to be agreed upon by the parties, or determined by the Consul.

## ARTICLE XVIII

Whenever merchant vessels of the the United States shall enter a port, the collector of customs shall, if he see fit, appoint custom house Officers to guard said vessels, who may live on board the ship or their own boats at their convenience. The local authorities of the Chinese Government shall cause to be apprehended all mutineers or deserters from on board the vessels of the United States in China on being informed by the Consul, and will deliver them up to the consuls or other officers for punishment.<sup>10</sup> And if criminals, subjects of China, take refuge in the houses or on board the vessels of citizens of the United States, they shall not be harboured or concealed, but shall be delivered up to justice, on due requisition by the Chinese local Officers, addressed to those of the United States. The merchants, seamen and other citizens of the United States, shall be under the superintendence of the appropriate officers of their government. If individuals of either nation commit acts of violence or disorder, use arms to the injury of others, or create disturbances endangering life, the Officers of the two governments will exert themselves to enforce order, and to maintain the public peace by doing impartial justice in the premises.

ARTICLE XIX <sup>11</sup>

Whenever a merchant vessel belonging to the United States shall cast anchor in either of the said ports, the supercargo, master or consignee, shall within forty eight hours, deposit the ship's papers in the hands of the Consul, or person charged with his functions, who shall cause to be communicated to the superintendant of customs a true report of the name and tonnage of such vessel, the number of her crew and the nature of her cargo, which being done, he shall give a permit for her discharge. And the master, supercargo or consignee, if he proceed to discharge the cargo without such permit, shall incur a fine of five hundred dollars, and the goods so discharged without permit shall be subject to forfeiture to the Chinese Government. But

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<sup>10</sup> Second sentence of art. XVIII abrogated July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

<sup>11</sup> A modification of art. XIX, subject to ratification by the United States, was agreed to on July 11, 1867, by the American Minister and the Chinese Government. On Jan. 20, 1868, the Senate adopted the following resolution of advice and consent to the proposed modification:

"Resolved, (two thirds of the Senators present concurring) That the Senate do advise and consent to the modification of the treaty between the United States and China concluded at Tientsin on the 18th of June 1858, so that the nineteenth article shall be understood to include hulks and storeships of every kind under the term merchant vessels: and so that it shall provide that if the supercargo, master, or consignee shall neglect, within forty-eight hours after a vessel casts anchor in either of the ports named in the treaty, to deposit the ships papers in the hands of the consul or person charged with his functions, who shall then comply with the requisitions of the nineteenth article of the treaty in question, he shall be liable to a fine of fifty taels for each days delay, the total amount of penalty however shall no: exceed two hundred taels."



if a master of any vessel in port desire to discharge a part only of the cargo, it shall be lawful for him to do so, paying duty on such part only, and to proceed with the remainder to any other ports. Or if the master so desire, he may within forty-eight hours after the arrival of the vessel, but not later, decide to depart without breaking bulk; in which case he shall not be subject to pay tonnage or other duties or charges, until on his arrival at another port, he shall proceed to discharge cargo, when he shall pay the duties on vessel and cargo according to law. And the tonnage duties shall be held due after the expiration of the said forty-eight hours. In case of the absence of the Consul or person charged with his functions, the captain or supercargo of the vessel may have recourse to the Consul of a friendly power, or if he please, directly to the Superintendent of customs, who shall do all that is required to conduct the ship's business.

#### ARTICLE XX

The Superintendent of customs in order to the collection of the proper duties, shall on application made to him through the consul, appoint suitable officers, who shall proceed in the presence of the captain, supercargo or consignee, to make a just and fair examination of all goods in the act of being discharged for importation, or laden for exportation, on board any merchant vessel of the United States. And if disputes occur in regard to the value of goods subject to ad valorem duty, or in regard to the amount of tare, and the same cannot be satisfactorily arranged by the parties, the question may within twenty four hours, and not afterwards, be referred to the said consul to adjust with the superintendent of customs.

#### ARTICLE XXI<sup>12</sup>

Citizens of the United States who may have imported merchandize into any of the free ports of China, and paid the duty thereon, if they desire to re-export the same in part or in whole to any other of the said ports, shall be entitled to make application through their Consul, to the superintendent of customs, who in order to prevent fraud on the revenue, shall cause examination to be made by suitable officers to see that the duties paid on such goods as are entered on the custom-house books, correspond with the representation made, and that the goods remain with their original marks

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<sup>12</sup> On Apr. 7, 1863, the American Minister and the Government of China agreed, subject to ratification by the United States, that art. XXI "shall be so modified as to permit duties to be paid, when goods are re-exported from any one of the free ports of China, at the port into which they are finally imported, and that drawbacks shall be substituted for exemption certificates at all the ports, which drawbacks shall be regarded as negotiable and transferable articles and be accepted by the Custom House from whatsoever merchant who may tender them either for import or export duty to be paid by him". By a resolution of Feb. 4, 1864, the Senate gave its advice and consent to the modification, and it was accepted, ratified, and confirmed by the President on Feb. 22, 1864.



unchanged, and shall then make a memorandum in the port clearance, of the goods and the amount of duties paid on the same, and deliver the same to the merchant, and shall also certify the facts to the officers of customs of the other ports; all which being done, on the arrival in port of the vessel in which the goods are laden, and everything being found on examination there to correspond, she shall be permitted to break bulk and land the said goods, without being subject to the payment of any additional duty thereon. But if on such examination, the superintendant of customs shall detect any fraud on the revenue in the case, then the goods shall be subject to forfeiture and confiscation to the Chinese Government. Foreign grain or rice brought into any port of China in a ship of the United States, and not landed, may be re-exported without hindrance.

#### ARTICLE XXII

The tonnage duty on vessels of the United States shall be paid on their being admitted to entry. Duties of import shall be paid on the discharge of the goods, and duties of export on the lading of the same. When all such duties shall have been paid and not before, the collector of customs shall give a port clearance, and the Consul shall return the ship's papers. The duties shall be paid to the shroffs authorized by the Chinese Government to receive the same. Duties shall be paid and received either in sycee silver or in foreign money at the rate of the day. If the Consul permits a ship to leave the port before the duties and tonnage dues are paid, he shall be held responsible therefor.

#### ARTICLE XXIII

When goods on board any merchant vessel of the United States in port require to be transhipped to another vessel, application shall be made to the consul, who shall certify what is the occasion therefor to the Superintendent of customs, who may appoint officers to examine into the facts and permit the transhipment. And if any goods be transhipped without written permits, they shall be subject to be forfeited to the Chinese Government.

#### ARTICLE XXIV

Where there are debts due by subjects of China to citizens of the United States, the latter may seek redress in law; and on suitable representations being made to the local authorities through the consul, they will cause due examination in the premises, and take proper steps to compel satisfaction—And if citizens of the United States be indebted to subjects of China, the latter may seek redress by representation through the consul, or by suit in the Consular Court: But neither government will hold itself responsible for such debts.

## ARTICLE XXV

It shall be lawful for the officers or citizens of the United States to employ scholars and people of any part of China without distinction of persons to teach any of the languages of the Empire, and to assist in literary labours; and the persons so employed shall not for that cause be subject to any injury on the part either of the government or of individuals; and it shall in like manner be lawful for citizens of the United States to purchase all manner of books in China.

## ARTICLE XXVI

Relations of peace and amity between the United States and China being established by this treaty, and the vessels of the United States being admitted to trade, freely to and from the ports of China open to foreign commerce, it is further agreed, that in case at any time hereafter China should be at war with any foreign nation whatever, and should for that cause exclude such nation from entering her ports, still the vessels of the United States shall not the less continue to pursue their commerce in freedom and security, and to transport goods to and from the ports of the belligerent powers, full respect being paid to the neutrality of the flag of the United States: provided that the said flag shall not protect vessels engaged in the transportation of officers or soldiers in the enemy's service, nor shall said flag be fraudulently used to enable the enemy's ships with their cargoes to enter the ports of China: but all such vessels so offending shall be subject to forfeiture and confiscation to the Chinese Government.

## ARTICLE XXVII

All questions in regard to rights whether of property or person, arising between citizens of the United States in China shall be subject to the jurisdiction and regulated by the authorities of their own government. And all controversies occurring in China between citizens of the United States and the subjects of any other government, shall be regulated by the treaties existing between the United States and such Governments respectively without interference on the part of China.

## ARTICLE XXVIII

If citizens of the United States have special occasion to address any communication to the Chinese local officers of government, they shall submit the same to their consul or other officer to determine if the language be proper and respectful, and the matter just and right, in which event he shall transmit the same to the appropriate authorities for their consideration and action in the premises. If subjects of China have occasion to address the Consul of the United States, they may address him directly at the same time they inform their own officers, representing the case for his consideration and action in

the premises. And if controversies arise between citizens of the United States and subjects of China, which cannot be amicably settled otherwise, the same shall be examined and decided conformably to justice and equity by the public officers of the two nations acting in conjunction. The extortion of illegal fees is expressly prohibited. Any peaceable persons are allowed to enter the court in order to interpret, lest injustice be done.

#### ARTICLE XXIX

The principles of the Christian religion as professed by the Protestant and Roman Catholic churches, are recognized as teaching men to do good, and to do to others as they would have others do to them. Hereafter, those who quietly profess and teach these doctrines shall not be harassed or persecuted on account of their faith. Any person, whether citizen of the United States or Chinese convert, who according to these tenets peaceably teach and practice the principles of Christianity, shall in no case be interfered with or molested.

#### ARTICLE XXX

The contracting parties hereby agree that should at any time the Ta Tsing Empire, grant to any nation or the merchants or citizens of any nation, any right, privilege or favour, connected either with navigation, commerce, political or other intercourse which is not conferred by this treaty, such right, privilege and favour shall at once freely enure to the benefit of the United States, its public officers, merchants and citizens.

The present treaty of peace, amity and commerce shall be ratified by the President of the United States, by and with the advice and consent of the Senate, within one year, or sooner, if possible, and by the August Sovereign of the Ta Tsing Empire forthwith: and the ratifications shall be exchanged within one year from the date of the signatures thereof.<sup>13</sup>

In faith whereof, we the Respective Plenipotentiaries of the United States of America and of the Ta Tsing Empire, as aforesaid, have signed and sealed these presents.

Done at Tientsin, this eighteenth day of June, in the year of our Lord one thousand eight hundred and fifty eight, and the Independence of the United States of America the eighty second, and in the eighth year of Hienfung, fifth month and eighth day.

WILLIAM. B. REED		[SEAL]
KWEILIANG	[ideographic signature]	[SEAL]
HWASHANA	[ideographic signature]	[SEAL]

<sup>13</sup> For a note regarding the delay in the exchange of instruments of ratification, see 7 Miller 913.

## REGULATION OF TRADE

*Convention signed at Shanghai November 8, 1858, supplementing treaty of June 18, 1858*<sup>1</sup>

*Senate advice and consent to ratification March 1, 1859*

*Ratified by the President of the United States March 3, 1859*

*Entered into force November 8, 1858; <sup>2</sup> operative October 25, 1860*

*Terminated, in part, by treaty of July 25, 1928*<sup>3</sup>

*Superseded November 30, 1948, by treaty of November 4, 1946*<sup>4</sup>

12 Stat. 1069; Treaty Series 47

Whereas a Treaty of Peace Amity and Commerce between the Ta Tsing Empire and the United States of America was concluded at Tientsin and signed at the Temple of Hai-Kwang on the eighteenth day of June in the Year of our Lord one thousand eight hundred and fifty eight<sup>5</sup> corresponding with the eighth day of the fifth moon of the eighth year of Hienfung: which said Treaty was duly ratified by His Majesty the Emperor of China on the third day of July following and which has been now transmitted for ratification by the President of the United States with the advice and consent of the Senate: and Whereas in the said Treaty it was provided among other things that the Tariff of duties to be paid by citizens of the United States on the export and import of goods from and into China shall be the same as was agreed upon at the Treaty of Wang-hia<sup>6</sup> except so far as it may be modified by treaties with other nations, it being expressly agreed that citizens of the United States shall never pay higher duties than those paid by the most favoured nation: and Whereas since the signature of the said Treaty material modifications of the said Tariff and other matters of detail connected with and having relation to the said treaty have been made under mutual discussions by Commissioners appointed to that end by the Plenipotentiaries of China, Great Britain and France to which the assent of the United States of America is desired and now freely given, it has been determined to record such assent and agreement in the form of a supplementary treaty to be as

<sup>1</sup> For tariff schedule attached to convention, see 12 Stat. 1070 or p. 2 of TS 47.

<sup>2</sup> For a detailed study of this convention, including a discussion of the date of entry into force, see 8 Miller 21.

<sup>3</sup> TS 773, *post*, p. 721.

<sup>4</sup> TIAS 1871, *post*, p. 761.

<sup>5</sup> TS 46, *ante*, p. 659.

<sup>6</sup> TS 45, *ante*, p. 647.

binding and of the same efficacy as though they had been inserted in the original treaty.

#### ARTICLE 1

The Tariff<sup>7</sup> and Regulations of Trade and Transit hereunto attached, bearing the seals of the respective Plenipotentiaries of the United States and the Ta Tsing Empire, shall henceforward and until duly altered under the provisions of Treaties be in force at the ports and places open to commerce.

In faith whereof, the respective Plenipotentiaries of the United States of America and of the Ta Tsing Empire, to wit, on the part of the United States, William B. Reed Envoy Extraordinary and Minister Plenipotentiary: and on the part of the Ta Tsing Empire,

Kweiliang, a member of the Privy Council, Captain-general of the Plain White Banner Division of the Manchu Bannermen, and Superintendent of the Board of Punishments and

Hwashana, Classical Reader at Banquets, President of the Board of Civil Office, Captain-general of the Bordered Blue Banner Division of the Chinese Bannermen, both of them Plenipotentiaries, with

Ho Kwei-Tsing, Governor General of the two Kiang provinces, President of the Board of War, and Guardian of the Heir-Apparent,

Mingshen, President of the Ordnance office of the Imperial Household, with the insignia of the second grade, and

Twan, a titular President of the fifth grade, member of the establishment of the General Council, and one of the junior under secretaries of the Board of Punishments, all of them special Imperial Commissioners deputed for the purpose, have signed and sealed these Presents.

Done at Shanghai, this eighth day of November in the Year of our Lord one thousand eight hundred and fifty-eight, and the Independence of the United States of America the eighty-third, and in the eighth year of Hien-fung, the tenth month and third day.

WILLIAM B. REED

[SEAL]

KWEILIANG

[ideographic signature]

[SEAL]

HWASHANA

[ideographic signature]

[SEAL]

HO KWEI-TSING

[ideographic signature]

[SEAL]

MINGSHEN

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[SEAL]

TWAN

[ideographic signature]

[SEAL]

[For tariff schedule attached to convention, see 12 Stat. 1070 or p. 2 of TS 47.]

<sup>7</sup> See footnote 1, p. 671.

## REGULATIONS

## RULE I

## Unenumerated Goods

Articles not enumerated in the list of Exports but enumerated in the list of Imports, when exported, shall pay the amount of duty set against them in the list of Imports; and similarly, articles not enumerated in the list of Imports, but enumerated in the list of Exports, when imported will pay the amount of duty set against them in the list of Exports.

Articles not enumerated in either list, nor in the list of duty free goods, shall pay an *ad valorem* duty of five per cent, calculated upon their market value.

## RULE II

## Duty Free Goods

Gold and Silver Bullion, Foreign coins, Flour, Indian Meal, Sago, Biscuit, Preserved Meats and vegetables, Cheese, Butter, Confectionary,

Foreign clothing, Jewelry, Plated ware, Perfumery, Soap of all Kinds, Charcoal, Firewood, Candles (*foreign*) Tobacco (*foreign*) Cigars (*foreign*)

Wine, Beer, Spirits, Household Stores, Ship's Stores, Personal Baggage, Stationery, Carpeting, Druggeting, Cutlery, Foreign medicines, and Glass and Crystal-ware.

The above commodities pay no Import or Export Duty; but if transported into the Interior will, with the exception of Personal Baggage, Gold and Silver Bullion, and Foreign Coins, pay a transit duty at the rate of Two and a half per cent *ad valorem*.

A freight, or part-freight of duty free goods (personal baggage, gold and silver bullion, and foreign coins excepted) will render the vessel carrying them, though no other cargo be on board, liable to Tonnage Dues.

## RULE III

## Contraband Goods

Import and Export Trade is alike prohibited in the following articles:

Gunpowder, Shot, Cannon, Fowling-pieces Rifles, Muskets, Pistols, and all other munitions and Implements of war; and Salt.

## RULE IV

## Weights and Measures

In the calculations of the Tariff, the weight of a pecul of one hundred Catties is held to be equal to one hundred and thirty-three and one-third



pounds avoirdupois; and the length of a *chang* of ten Chinese feet to be equal to one hundred and forty-one English inches.

One Chinese *chih* is held to equal fourteen and one-tenth inches English: and four yards English, less three inches, to equal one *chang*.

#### RULE V

Regarding certain commodities heretofore contraband

The restrictions affecting trade in opium, cash, grain, pulse, sulphur, brimstone, saltpetre and spelter, are relaxed under the following conditions.

1. Opium will henceforth pay Thirty taels per pecul, import duty. The importer will sell it only at the port. It will be carried into the interior by Chinese only, and only as Chinese property; the foreign trader will not be allowed to accompany it. The provision of the Treaty of Tientsin conferring privileges by virtue of the most favored clause, so far as respects citizens of the United States going into the interior to trade, or paying transit duties, shall not extend to the article of opium, the transit duties on which will be arranged as the Chinese government see fit; nor in future revisions of the tariff is the same rule of revision to be applied to opium as to other goods.

2. Copper Cash. The export of cash to any foreign port is prohibited: but it shall be lawful for citizens of the United States to ship it at one of the open ports of China to another, on compliance with the following regulation;—The shipper shall give notice of the amount of cash he desires to ship, and the port of its destination, and shall bind himself, either by a bond with two sufficient sureties, or by depositing such other security as may be deemed by the Customs satisfactory, to return, within six months from the date of clearance, to the collector at the port of shipment, the certificate issued by him, with an acknowledgment thereon, of the receipt of the cash at the port of destination by the collector at that port, who shall thereto affix his seal; or failing the production of the certificate to forfeit a sum equal in value to the cash shipped.

Cash will pay no duty inwards or outwards, but a freight, or part-freight of cash, though no other cargo be on board, will render the vessel carrying it liable to tonnage dues.

3. The export of rice and all other grains whatsoever, native or foreign, no matter where grown, or whence imported, to any foreign port is prohibited; but these commodities may be carried by citizens of the United States from one of the open ports of China to another under the same conditions in respect of security as cash, on payment at the port of shipment of the duty specified in the Tariff. No import duty shall be levyable upon rice or grain, but a freight or part-freight of rice or grain, though no other cargo be on board, will render the vessel importing it liable to tonnage dues.

4. Pulse. The export of Pulse and Bean-cake from Tǎng-chau and Nin-chwang, under the American flag is prohibited. From any of the other



open ports they may be shipped on payment of the Tariff duty, either to other ports of China or to foreign countries.

5. Saltpetre, Sulphur, Brimstone and Spelter, being deemed by the Chinese, to be munitions of war, shall not be imported by citizens of the United States save at the requisition of the Chinese government, or for sale to Chinese duly authorized to purchase them. No permit to land them shall be issued until the customs have proof that the necessary authority has been given to the purchaser. It shall not be lawful for citizens of the United States to carry these commodities up the Yang-tsz'-Kiang, or into any port other than those open on the seaboard, nor to accompany them into the interior on behalf of Chinese. They must be sold at the ports only, and except at the ports, they will be regarded as Chinese property.

Infractions of the conditions, as above set forth, under which trade in opium, cash, grain, pulse, sulphur, brimstone, saltpetre and spelter, may be henceforward carried on, will be punishable by confiscation of all the goods concerned.

#### RULE VI

##### Liability of Vessels entering Port

For the prevention of misunderstanding, it is agreed that American vessels must be reported to the consul within twenty-four hours, counting from the time the vessel comes within the limits of the port; and that the same rule be applied to the forty-eight hours allowed by Art. 19. of the Treaty to remain in port without payment of tonnage dues.

The limits of the ports shall be defined by the customs with all consideration for the convenience of trade compatible with due protection of the Revenue; also the limits of the anchorages within which lading and discharging are permitted by the Customs, and the same shall be notified to the consuls for public information.

#### RULE VII

##### Transit Dues

It is agreed that the amount of transit dues legally levyable upon merchandise imported or exported shall be one-half the Tariff duties, except in the case of the duty-free goods liable to a transit duty of two and a half per cent *ad valorem*, as provided in No. 2 of these Rules.

Merchandise shall be cleared of its transit dues under the following regulations:

In the case of imports. Notice being given at the port of entry from which the imports are to be forwarded inland, of the nature and quantity of the goods, the ship from which they have been landed, and the place inland to which they are bound, with all other necessary particulars, the Collector of Customs shall, on due inspection made, and on receipt of the transit duty

due, issue a Transit Duty Certificate. This must be produced at every barrier station and viséed.—No farther duty will be levyable upon imports so certificated, no matter how distant the place of their destination.

In the case of exports. Produce purchased by a citizen of the United States in the interior, will be inspected and taken account of at the first barrier it passes on its way to the port of shipment. A memorandum, showing the amount of the produce, and the port at which it is to be shipped, will be deposited there by the person in charge of the produce. He will then receive a certificate, which must be exhibited and viséed at every Barrier on his way to the port of shipment. On the arrival of the produce at the barrier nearest the port, notice must be given to the customs at the port, and the transit dues due thereon, being paid it will be passed. On exportation the produce will pay the Tariff duty.

Any attempt to pass goods inwards or outwards, otherwise than in compliance with the rule here laid down, will render them liable to confiscation. Unauthorized sale *in transitu* of goods that have been entered as above for a port, will render them liable to confiscation. Any attempt to pass goods in excess of the quantity specified in the certificate will render all the goods of the same denomination, named in the certificate liable to confiscation. Permission to export produce which cannot be proved to have paid its transit dues, will be refused by the customs until the transit dues shall have been paid.

#### RULE VIII

##### Trade with the Capital

It is agreed that no citizen of the United States, shall have the privilege of entering the capital city of Peking for the purposes of trade.

#### RULE IX

##### Abolition of the Meltage Fee

It is agreed that the percentage of one tael, two mace, hitherto charged, in excess of duty payments, to defray the expenses of melting, by the Chinese Government, shall no longer be levied on citizens of the United States.

#### RULE X

##### Collection of duties under one system at all Ports

It being, by Treaty, at the option of the Chinese Government to adopt what means appear to it best suited to protect its revenue accruing on American trade, it is agreed that one uniform system shall be enforced at every port.

The high officer appointed by the Chinese Government to superintend foreign trade will accordingly, from time to time, either himself visit, or will send a deputy to visit the different ports. The said high officer will be at liberty of his own choice, independently of the suggestion or nomination of

any American authority, to select any citizen of the United States he may see fit to aid him in the administration of the customs revenue, in the prevention of smuggling, in the definition of port-boundaries, or in discharging the duties of harbormaster;—also in the distribution of lights, buoys, beacons, and the like, the maintenance of which shall be provided for out of the tonnage dues.

The Chinese Government will adopt what measures it shall find requisite to prevent smuggling up the Yang-tsz' Kiang, when that river shall open to trade.

WILLIAM B. REED [SEAL]

## SETTLEMENT OF CLAIMS

*Convention signed at Shanghai November 8, 1858, supplementing treaty of June 18, 1858*

*Entered into force November 8, 1858*<sup>1</sup>

*Senate advice and consent to ratification March 1, 1859*

*Ratified by the President of the United States March 3, 1859*

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

12 Stat. 1081; Treaty Series 47-1

In order to carry into effect the Convention<sup>3</sup> made at Tien-tsin by the High Commissioners and Plenipotentiaries respectively representing the United States of America and the Ta Tsing Empire, for the satisfaction of claims of American citizens by which it was agreed that one fifth of all tonnage, import and export duties payable on American Ships and goods shipped in American vessels at the ports of Canton, Shanghai and Fuh-chau to an amount not exceeding six hundred thousand taels should be applied to that end; And the Plenipotentiary of the United States, actuated by a friendly feeling towards China, is willing on behalf of the United States to reduce the amount needed for such claims to an aggregate of Five hundred thousand taels, it is now expressly agreed by the high contracting parties in the form of a Supplementary Convention as follows:

### ARTICLE 1

That on the first day of the next Chinese year,<sup>4</sup> the Collectors of Customs at the said three ports, shall issue debentures to the amount of Five hundred thousand taels, to be delivered to such persons as may be named by the Minister or Chief Diplomatic Officer of the United States in China, and it is agreed that the amount shall be distributed as follows: Three hundred thousand taels at Canton—one hundred thousand taels at Shanghai and one hundred thousand taels at Fuh-chau, which shall be received in payment of one fifth of the tonnage export and import duties on American ships or goods

<sup>1</sup> For a detailed study of this convention, see 8 Miller 93; for a discussion of the date of entry into force, see 8 Miller 70.

<sup>2</sup> All claims were paid by Apr. 24, 1885.

<sup>3</sup> Treaty signed at Tientsin June 18, 1858 (TS 46), *ante*, p. 659.

<sup>4</sup> Feb. 3, 1859.

in American ships at the said ports, and it is agreed that this amount shall be in full liquidation of all claims of American citizens at the various ports to this date.

In faith whereof the respective Plenipotentiaries of the United States of America and of the Ta Tsing Empire; that is to say, on the part of the United States William B. Reed, Envoy Extraordinary and Minister Plenipotentiary and on the part of the Ta Tsing Empire,

Kweiliang, a member of the Privy Council, Captain-General of the Plain White Banner Division of the Manchu Bannermen, and Superintendent of the Board of Punishments and

Hwashana, Classical Reader at Banquets, President of the Board of Civil Office, Captain General of the Bordered Blue Banner Division of the Chinese Bannermen, both of them Plenipotentiaries, with

Ho-Kwei-tsing, Governor General of the Two Kiang provinces, President of the Board of war, and Guardian of the Heir-apparent,

Mingshen, President of the Ordnance Office of the Imperial Household, with the insignia of the second grade and

Twan, a titular President of the Fifth grade, member of the Establishment of the General Council, and one of the Junior under Secretaries of the Board of Punishments, all of them special Imperial Commissioners deputed for the purpose, have Signed and Sealed these presents.

Done at Shanghai this eighth day of November in the Year of our Lord one thousand eight hundred and fifty eight and of the Independence of the United States the eighty third and in the eighth year of Hienfung, the tenth month and third day.

WILLIAM B. REED

[SEAL]

KWEILIANG

[ideographic signature]

[SEAL]

HWASHANA

[ideographic signature]

HO KWEI-TSING

[ideographic signature]

MINGSHEN

[ideographic signature]

TWAN

[ideographic signature]

## PEACE, AMITY, AND COMMERCE

*Treaty signed at Washington July 28, 1868, supplementing treaty of June 18, 1858*

*Senate advice and consent to ratification, with amendments, July 24, 1868*<sup>1</sup>

*Ratified by the President of the United States October 19, 1868*

*Ratified by China November 23, 1869*

*Ratifications exchanged at Peking November 23, 1869*

*Entered into force November 23, 1869*

*Proclaimed by the President of the United States February 5, 1870*

*Provisions relating to immigration modified by treaty of November 17, 1880*<sup>2</sup>

*All provisions continued in force by treaty of October 8, 1903, "except in so far as they are modified by the present Treaty or other treaties to which the United States is a party"*<sup>3</sup>

*Superseded November 30, 1948, by treaty of November 4, 1946*<sup>4</sup>

16 Stat. 739; Treaty Series 48

### ADDITIONAL ARTICLES TO THE TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE TA-TSING EMPIRE OF THE 18TH OF JUNE, 1858

Whereas since the conclusion of the treaty between the United States of America and the Ta-Tsing Empire (China) of the 18th of June, 1858, circumstances have arisen showing the necessity of additional articles thereto, the President of the United States and the august sovereign of the Ta-Tsing

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<sup>1</sup> The treaty was originally signed July 4, 1868. The Senate resolution of advice and consent to ratification contained the following amendments, which were incorporated in a new engrossed text signed July 28, 1868:

Art. V: after the words "United States" where they occur the second time, insert *or Chinese subjects*.

Art. V: After the words "Chinese subject", insert *or citizen of the United States*.

Art. VI: At the end, insert *But nothing herein contained shall be held to confer naturalization upon citizens of the United States in China, nor upon the subjects of China in the United States*.

Art. VII: Delete. [Art. VII reads as follows: "The United States and the Emperor of China recognizing in the present progress of nations a favorable tendency towards a unity of civilization, and regarding a unity of money and a unity of weights and of measures as favorable to that great object, do hereby agree that they will use their influence and efforts to obtain the establishment by the general agreement of nations of representative

Empire have named for their plenipotentiaries, to wit: the President of the United States of America, William H. Seward, Secretary of State, and his Majesty the Emperor of China, Anson Burlingame, accredited as his Envoy Extraordinary and Minister Plenipotentiary, and Chih-Kang and Sun Chia-Ku, of the second Chinese rank, associated high envoys and ministers of his said Majesty, and the said plenipotentiaries, after having exchanged their full powers, found to be in due and proper form, have agreed upon the following articles:

#### ARTICLE I

His Majesty the Emperor of China, being of the opinion that, in making concessions to the citizens or subjects of foreign Powers of the privilege of residing on certain tracts of land, or resorting to certain waters of that empire for purposes of trade, he has by no means relinquished his right of eminent domain or dominion over the said land and waters, hereby agrees that no such concession or grant shall be construed to give to any Power or party which may be at war with or hostile to the United States the right to attack the citizens of the United States or their property within the said lands or waters; and the United States, for themselves, hereby agree to abstain from offensively attacking the citizens or subjects of any Power or party or their property with which they may be at war on any such tract of land or waters of the said empire; but nothing in this article shall be construed to prevent the United States from resisting an attack by any hostile Power or party upon their citizens or their property. It is further agreed that if any right or interest in any tract of land in China has been or shall hereafter be granted by the Government of China to the United States or their citizens for purposes of trade or commerce, that grant shall in no event be construed to divest

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coins having a common value and also a common standard of weights and measures for all countries.”]

Art. VIII: Delete and insert the following: *Citizens of the United States shall enjoy all the privileges of the public educational institutions under the control of the government of China, and reciprocally, Chinese subjects shall enjoy all the privileges of the public educational institutions under the control of the government of the United States, which are enjoyed in the respective countries by the citizens or subjects of the most favored nation. The citizens of the United States may freely establish and maintain schools within the empire of China at those places where foreigners are, by treaty, permitted to reside and, reciprocally, Chinese subjects may enjoy the same privileges and immunities in the United States*.” [The deleted text reads as follows: “The United States freely agrees that Chinese subjects shall, without hindrance on account of their nationality or religion, be admitted to all schools, colleges and other public educational institutions, without being subject to any religious or political test. And on the other hand His Majesty the Emperor of China agrees that citizens of the United States may freely establish and maintain schools in that Empire at those places where foreigners are by treaty permitted to reside.”]

The Senate amendments were incorporated in a new engrossed text which was signed on July 28, 1868.

<sup>2</sup> TS 49, *post*, p. 685.

<sup>3</sup> TS 430, *post*, p. 704 (art. XVII).

<sup>4</sup> TIAS 1871, *post*, p. 761.



the Chinese authorities of their right of jurisdiction over persons and property within said tract of land, except so far as that right may have been expressly relinquished by treaty.

#### ARTICLE II

The United States of America and his Majesty the Emperor of China, believing that the safety and prosperity of commerce will thereby best be promoted, agree that any privilege or immunity in respect to trade or navigation within the Chinese dominions which may not have been stipulated for by treaty, shall be subject to the discretion of the Chinese Government and may be regulated by it accordingly, but not in a manner or spirit incompatible with the treaty stipulations of the parties.

#### ARTICLE III

The Emperor of China shall have the right to appoint consuls at ports of the United States, who shall enjoy the same privileges and immunities as those which are enjoyed by public law and treaty in the United States by the consuls of Great Britain and Russia, or either of them.

#### ARTICLE IV

The twenty-ninth article of the treaty of the 18th of June, 1858, having stipulated for the exemption of Christian citizens of the United States and Chinese converts from persecution in China on account of their faith, it is further agreed that citizens of the United States in China of every religious persuasion and Chinese subjects in the United States shall enjoy entire liberty of conscience and shall be exempt from all disability or persecution on account of their religious faith or worship in either country. Cemeteries for sepulture of the dead of whatever nativity or nationality shall be held in respect and free from disturbance or profanation.

#### ARTICLE V

The United States of America and the Emperor of China cordially recognize the inherent and inalienable right of man to change his home and allegiance, and also the mutual advantage of the free migration and emigration of their citizens and subjects respectively from the one country to the other, for purposes of curiosity, of trade, or as permanent residents. The high contracting parties, therefore, join in reprobating any other than an entirely voluntary emigration for these purposes. They consequently agree to pass laws making it a penal offence for a citizen of the United States or Chinese subjects to take Chinese subjects either to the United States or to any other foreign country, or for a Chinese subject or citizen of the United States to take citizens of the United States to China or to any other foreign country, without their free and voluntary consent respectively.

## ARTICLE VI

Citizens of the United States visiting or residing in China shall enjoy the same privileges, immunities or exemptions in respect to travel or residence as may there be enjoyed by the citizens or subjects of the most favored nation, and, reciprocally, Chinese subjects visiting or residing in the United States, shall enjoy the same privileges, immunities and exemptions in respect to travel or residence as may there be enjoyed by the citizens or subjects of the most favored nation. But nothing herein contained shall be held to confer naturalization upon citizens of the United States in China, nor upon the subjects of China in the United States.

## ARTICLE VII

Citizens of the United States shall enjoy all the privileges of the public educational institutions under the control of the government of China, and reciprocally, Chinese subjects shall enjoy all the privileges of the public educational institutions under the control of the government of the United States, which are enjoyed in the respective countries by the citizens or subjects of the most favored nation. The citizens of the United States may freely establish and maintain schools within the Empire of China at those places where foreigners are by treaty permitted to reside, and, reciprocally, Chinese subjects may enjoy the same privileges and immunities in the United States.

## ARTICLE VIII

The United States, always disclaiming and discouraging all practices of unnecessary dictation and intervention by one nation in the affairs or domestic administration of another, do hereby freely disclaim and disavow any intention or right to intervene in the domestic administration of China in regard to the construction of railroads, telegraphs or other material internal improvements. On the other hand, his Majesty, the Emperor of China, reserves to himself the right to decide the time and manner and circumstances of introducing such improvements within his dominions. With this mutual understanding it is agreed by the contracting parties that if at any time hereafter his imperial Majesty shall determine to construct or cause to be constructed works of the character mentioned within the empire, and shall make application to the United States or any other Western Power for facilities to carry out that policy, the United States will, in that case, designate and authorize suitable engineers to be employed by the Chinese Government, and will recommend to other nations an equal compliance with such application, the Chinese Government in that case protecting such engineers in their persons and property, and paying them a reasonable compensation for their service.

In faith whereof the respective Plenipotentiaries have signed this treaty and thereto affixed the seals of their arms.

Done at Washington the twenty-eighth day of July, in the year of our Lord one thousand eight hundred and sixty-eight.

WILLIAM H. SEWARD [SEAL]

ANSON BURLINGAME

CHIH-KANG [ideographic signature] [SEAL]

SUN CHIA-KU [ideographic signature]

## IMMIGRATION

*Treaty signed at Peking November 17, 1880, modifying treaties of June 18, 1858, and July 28, 1868*

*Senate advice and consent to ratification May 5, 1881*

*Ratified by the President of the United States May 9, 1881*

*Ratified by China July 11, 1881*

*Ratifications exchanged at Peking July 19, 1881*

*Entered into force July 19, 1881*

*Proclaimed by the President of the United States October 5, 1881*

*Amended by convention of March 17, 1894*<sup>1</sup>

*Superseded November 30, 1948, by treaty of November 4, 1946*<sup>2</sup>

22 Stat. 826; Treaty Series 49

Whereas, in the eighth year of Hsien Feng, Anno Domini 1858, a treaty of peace and friendship was concluded between the United States of America and China,<sup>3</sup> and to which were added, in the seventh year of Tung Chih, Anno Domini 1868, certain supplementary articles<sup>4</sup> to the advantage of both parties, which supplementary articles were to be perpetually observed and obeyed:—and

Whereas the Government of the United States, because of the constantly increasing immigration of Chinese laborers to the territory of the United States, and the embarrassments consequent upon such immigration, now desires to negotiate a modification of the existing Treaties which shall not be in direct contravention of their spirit:—

Now, therefore, the President of the United States of America has appointed James B. Angell, of Michigan, John F. Swift, of California, and William Henry Trescot, of South Carolina as his Commissioners Plenipotentiary; and His Imperial Majesty, the Emperor of China, has appointed Pao Chün, a member of His Imperial Majesty's Privy Council, and Superintendent of the Board of Civil Office; and Li Hungtsao, a member of His Imperial Majesty's Privy Council, as his Commissioners Plenipotentiary; and the said Commissioners Plenipotentiary, having jointly examined their full powers.

<sup>1</sup> TS 51, *post*, p. 691.

<sup>2</sup> TIAS 1871, *post*, p. 761.

<sup>3</sup> TS 46, *ante*, p. 659.

<sup>4</sup> TS 48, *ante*, p. 680.

and having discussed the points of possible modification in existing Treaties, have agreed upon the following articles in modification.

#### ARTICLE I

Whenever in the opinion of the Government of the United States, the coming of Chinese laborers to the United States, or their residence therein, affects or threatens to affect the interests of that country, or to endanger the good order of the said country or of any locality within the territory thereof, the Government of China agrees that the Government of the United States may regulate, limit, or suspend such coming or residence, but may not absolutely prohibit it. The limitation or suspension shall be reasonable and shall apply only to Chinese who may go to the United States as laborers, other classes not being included in the limitations. Legislation taken in regard to Chinese laborers will be of such a character only as is necessary to enforce the regulation, limitation, or suspension of immigration, and immigrants shall not be subject to personal maltreatment or abuse.

#### ARTICLE II

Chinese subjects, whether proceeding to the United States as teachers, students, merchants or from curiosity, together with their body and household servants, and Chinese laborers who are now in the United States shall be allowed to go and come of their own free will and accord, and shall be accorded all the rights, privileges, immunities, and exemptions which are accorded to the citizens and subjects of the most favored nation.

#### ARTICLE III

If Chinese laborers, or Chinese of any other class, now either permanently or temporarily residing in the territory of the United States, meet with ill treatment at the hands of any other persons, the Government of the United States will exert all its power to devise measures for their protection and to secure to them the same rights, privileges, immunities, and exemptions as may be enjoyed by the citizens or subjects of the most favored nation, and to which they are entitled by treaty.

#### ARTICLE IV

The high contracting Powers having agreed upon the foregoing articles, whenever the Government of the United States shall adopt legislative measures in accordance therewith, such measures will be communicated to the Government of China. If the measures as enacted are found to work hardship upon the subjects of China, the Chinese Minister at Washington may bring the matter to the notice of the Secretary of State of the United States, who will consider the subject with him; and the Chinese Foreign Office may also bring the matter to the notice of the United States Minister at Peking and

consider the subject with him, to the end that mutual and unqualified benefit may result.

In faith whereof the respective Plenipotentiaries have signed and sealed the foregoing at Peking, in English and Chinese being three originals of each text of even tenor and date, the ratifications of which shall be exchanged at Peking within one year from date of its execution.

Done at Peking, this seventeenth day of November, in the year of our Lord, 1880, Kuanghsü, sixth year, tenth moon, fifteenth day.

JAMES B. ANGELL

[SEAL]

JOHN F. SWIFT

[SEAL]

WM. HENRY TRECOT

[SEAL]

PAO CHÜN

[ideographic signature]

[SEAL]

LI HUNGSAO

[ideographic signature]

[SEAL]

## COMMERCIAL RELATIONS AND JUDICIAL PROCEDURE

*Treaty signed at Peking November 17, 1880, supplementing treaties of  
July 3, 1844,<sup>1</sup> and June 18, 1858,<sup>2</sup> as modified and supplemented  
Senate advice and consent to ratification May 5, 1881  
Ratified by the President of the United States May 9, 1881  
Ratified by China July 11, 1881  
Ratifications exchanged at Peking July 19, 1881  
Entered into force July 19, 1881  
Proclaimed by the President of the United States October 5, 1881  
All provisions continued in force by treaty of October 8, 1903, "except  
in so far as they are modified by the present Treaty or other treaties  
to which the United States is a party"<sup>3</sup>  
Superseded November 30, 1948, by treaty of November 4, 1946<sup>4</sup>*

22 Stat. 828; Treaty Series 50

The President of the United States of America and His Imperial Majesty the Emperor of China, because of certain points of incompleteness in the existing treaties between the two governments, have named as their commissioners plenipotentiary, that is to say:

The President of the United States, James B. Angell of Michigan, John F. Swift of California, and William Henry Trescott of South Carolina;

His Imperial Majesty, the Emperor of China, Pao Chün, a member of His Imperial Majesty's privy council and superintendent of the board of civil office, and Li Hungtsao, a member of His Imperial Majesty's privy council, who have agreed upon and concluded the following additional articles:

### ARTICLE I

The Governments of the United States and China, recognizing the benefits of their past commercial relations, and in order still further to promote such relations between the citizens and subjects of the two powers, mutually agree

<sup>1</sup> TS 45, *ante*, p. 647.

<sup>2</sup> TS 46, *ante*, p. 659.

<sup>3</sup> TS 430, *post*, p. 704 (art. XVII).

<sup>4</sup> TIAS 1871, *post*, p. 761.



to give the most careful and favorable attention to the representations of either as to such special extension of commercial intercourse as either may desire.

## ARTICLE II

The Governments of China and of the United States mutually agree and undertake that Chinese subjects shall not be permitted to import opium into any of the ports of the United States; and citizens of the United States shall not be permitted to import opium into any of the open ports of China; to transport it from one open port to any other open port; or to buy and sell opium in any of the open ports of China. This absolute prohibition, which extends to vessels owned by the citizens or subjects of either power, to foreign vessels employed by them, or to vessels owned by the citizens or subjects of either power and employed by other persons for the transportation of opium, shall be enforced by appropriate legislation on the part of China and the United States; and the benefits of the favored nation clause in existing treaties shall not be claimed by the citizens or subjects of either power as against the provisions of this article.

## ARTICLE III

His Imperial Majesty the Emperor of China hereby promises and agrees that no other kind or higher rate of tonnage dues, or duties for imports or exports, or coastwise trade shall be imposed or levied in the open ports of China upon vessels wholly belonging to citizens of the United States; or upon the produce, manufacturers or merchandise imported in the same from the United States; or from any foreign country; or upon the produce, manufactures, or merchandise exported in the same to the United States or to any foreign country; or transported in the same from one open port of China to another, than are imposed or levied on vessels or cargoes of any other nation or on those of Chinese subjects.

The United States hereby promise and agree that no other kind or higher rate of tonnage dues or duties for imports shall be imposed or levied in the ports of the United States upon vessels wholly belonging to the subjects of His Imperial Majesty and coming either directly or by way of any foreign port, from any of the ports of China which are open to foreign trade, to the ports of the United States; or returning therefrom either directly or by way of any foreign port, to any of the open ports of China; or upon the produce, manufactures or merchandise imported in the same from China or from any foreign country, than are imposed or levied on vessels of other nations which make no discrimination against the United States in tonnage dues or duties on imports, exports, or coastwise trade; or than are imposed or levied on vessels and cargoes of citizens of the United States.

## ARTICLE IV

When controversies arise in the Chinese Empire between citizens of the United States and subjects of His Imperial Majesty, which need to be examined and decided by the public officers of the two nations, it is agreed between the governments of the United States and China that such cases shall be tried by the proper official of the nationality of the defendant. The properly authorized official of the plaintiff's nationality shall be freely permitted to attend the trial and shall be treated with the courtesy due to his position. He shall be granted all proper facilities for watching the proceedings in the interests of justice. If he so desires, he shall have the right to present, to examine, and to cross-examine witnesses. If he is dissatisfied with the proceedings, he shall be permitted to protest against them in detail. The law administered will be the law of the nationality of the officer trying the case.

In faith whereof the respective plenipotentiaries have signed and sealed the foregoing at Peking in English and Chinese, being three originals of each text, of even tenor and date, the ratifications of which shall be exchanged at Peking within one year from the date of its execution.

Done at Peking this seventeenth day of November, in the year of our Lord, 1880, Kuanghsü, sixth year, tenth moon, fifteenth day.

JAMES B. ANGELL	[SEAL]
JOHN F. SWIFT	[SEAL]
WM. HENRY TRESPOT	[SEAL]
PAO CHÜN	[ideographic signature] [SEAL]
LI HUNGSAO	[ideographic signature] [SEAL]

## IMMIGRATION

*Convention signed at Washington March 17, 1894, amending treaty of November 17, 1880*

*Senate advice and consent to ratification August 13, 1894*

*Ratified by the President of the United States August 22, 1894*

*Ratified by China*<sup>1</sup>

*Ratifications exchanged at Washington December 7, 1894*

*Entered into force December 7, 1894*

*Proclaimed by the President of the United States December 8, 1894*

*Terminated December 7, 1904*<sup>2</sup>

28 Stat. 1210; Treaty Series 51

Whereas, on the 17th day of November A. D. 1880, and of Kwanghsü, the sixth year, tenth moon, fifteenth day, a Treaty was concluded between the United States and China<sup>3</sup> for the purpose of regulating, limiting, or suspending the coming of Chinese laborers to, and their residence in, the United States;

And whereas the Government of China, in view of the antagonism and much deprecated and serious disorders to which the presence of Chinese laborers has given rise in certain parts of the United States, desires to prohibit the emigration of such laborers from China to the United States;

And whereas the two Governments desire to co-operate in prohibiting such emigration, and to strengthen in other ways the bonds of friendship between the two countries;

And whereas the two Governments are desirous of adopting reciprocal measures for the better protection of the citizens or subjects of each within the jurisdiction of the other;

Now, therefore, the President of the United States has appointed Walter Q. Gresham, Secretary of State of the United States, as his Plenipotentiary, and His Imperial Majesty, the Emperor of China has appointed Yang Yü, Officer of the second rank, Sub-Director of the Court of Sacrificial Worship, and Envoy Extraordinary and Minister Plenipotentiary to the United States of America, as his Plenipotentiary; and the said Plenipotentiaries having

<sup>1</sup> The Chinese instrument of ratification is undated.

<sup>2</sup> Pursuant to notice of termination given by China Jan. 24, 1904.

<sup>3</sup> TS 49, *ante*, p. 685.

exhibited their respective Full Powers found to be in due and good form, have agreed upon the following articles:

#### ARTICLE I

The High Contracting Parties agree that for a period of ten years, beginning with the date of the exchange of the ratifications of this Convention, the coming, except under the conditions hereinafter specified, of Chinese laborers to the United States shall be absolutely prohibited.

#### ARTICLE II

The preceding Article shall not apply to the return to the United States of any registered Chinese laborer who has a lawful wife, child, or parent in the United States, or property therein of the value of one thousand dollars, or debts of like amount due him and pending settlement. Nevertheless every such Chinese laborer shall, before leaving the United States, deposit, as a condition of his return, with the collector of customs of the district from which he departs, a full description in writing of his family, or property, or debts, as aforesaid, and shall be furnished by said collector with such certificate of his right to return under this Treaty as the laws of the United States may now or hereafter prescribe and not inconsistent with the provisions of this Treaty; and should the written description aforesaid be proved to be false, the right of return thereunder, or of continued residence after return, shall in each case be forfeited. And such right of return to the United States shall be exercised within one year from the date of leaving the United States; but such right of return to the United States may be extended for an additional period, not to exceed one year, in cases where by reason of sickness or other cause of disability beyond his control, such Chinese laborer shall be rendered unable sooner to return—which facts shall be fully reported to the Chinese consul at the port of departure, and by him certified, to the satisfaction of the collector of the port at which such Chinese subject shall land in the United States. And no such Chinese laborer shall be permitted to enter the United States by land or sea without producing to the proper officer of the customs the return certificate herein required.

#### ARTICLE III

The provisions of this Convention shall not affect the right at present enjoyed of Chinese subjects, being officials, teachers, students, merchants or travellers for curiosity or pleasure, but not laborers, of coming to the United States and residing therein. To entitle such Chinese subjects as are above described to admission into the United States, they may produce a certificate from their Government or the Government where they last resided viséd by the diplomatic or consular representative of the United States in the country or port whence they depart.

It is also agreed that Chinese laborers shall continue to enjoy the privilege of transit across the territory of the United States in the course of their journey to or from other countries, subject to such regulations by the Government of the United States as may be necessary to prevent said privilege of transit from being abused.

#### ARTICLE IV

In pursuance of Article III of the Immigration Treaty between the United States and China, signed at Peking on the 17th day of November, 1880, (the 15th day of the tenth month of Kwanghsü, sixth year) it is hereby understood and agreed that Chinese laborers or Chinese of any other class, either permanently or temporarily residing in the United States, shall have for the protection of their persons and property all rights that are given by the laws of the United States to citizens of the most favored nation, excepting the right to become naturalized citizens. And the Government of the United States reaffirms its obligation, as stated in said Article III, to exert all its power to secure protection to the persons and property of all Chinese subjects in the United States.

#### ARTICLE V

The Government of the United States, having by an Act of the Congress, approved May 5, 1892,<sup>4</sup> as amended by an Act approved November 3, 1893,<sup>5</sup> required all Chinese laborers lawfully within the limits of the United States before the passage of the first named Act to be registered as in said Acts provided, with a view of affording them better protection, the Chinese Government will not object to the enforcement of such acts, and reciprocally the Government of the United States recognizes the right of the Government of China to enact and enforce similar laws or regulations for the registration, free of charge, of all laborers, skilled or unskilled, (not merchants as defined by said Acts of Congress), citizens of the United States in China, whether residing within or without the treaty ports.

And the Government of the United States agrees that within twelve months from the date of the exchange of the ratifications of this Convention, and annually, thereafter, it will furnish to the Government of China registers or reports showing the full name, age, occupation and number or place of residence of all other citizens of the United States, including missionaries, residing both within and without the treaty ports of China, not including, however, diplomatic and other officers of the United States residing or travelling in China upon official business, together with their body and household servants.

#### ARTICLE VI

This Convention shall remain in force for a period of ten years beginning with the date of the exchange of ratifications, and, if six months before the

<sup>4</sup> 27 Stat. 25.

<sup>5</sup> 28 Stat. 7.

expiration of the said period of ten years, neither Government shall have formally given notice of its final termination to the other, it shall remain in full force for another like period of ten years.

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

Done, in duplicate, at Washington, the 17th day of March, A. D. 1894.

WALTER Q. GRESHAM [SEAL]

YANG Yŭ [ideographic signature] [SEAL]

## COMMERCIAL RELATIONS

*Treaty, with annexes, signed at Shanghai October 8, 1903,<sup>1</sup> supplementing and amending treaties of commerce and navigation*

*Senate advice and consent to ratification December 18, 1903*

*Ratified by China January 10, 1904*

*Ratified by the President of the United States January 12, 1904*

*Ratifications exchanged at Washington January 13, 1904*

*Entered into force January 13, 1904*

*Proclaimed by the President of the United States January 13, 1904*

*Supplemented and amended by treaty of October 20, 1920<sup>2</sup>*

*Terminated, in part, by treaty of July 25, 1928<sup>3</sup>*

*Superseded November 30, 1948, by treaty of November 4, 1946<sup>4</sup>*

33 Stat. 2208; Treaty Series 430

The United States of America and His Majesty the Emperor of China, being animated by an earnest desire to extend further the commercial relations between them and otherwise to promote the interests of the peoples of the two countries, in view of the provisions of the first paragraph of Article XI of the final Protocol signed at Peking on the seventh day of September, A. D. 1901,<sup>5</sup> whereby the Chinese Government agreed to negotiate the amendments deemed necessary by the foreign Governments to the treaties of commerce and navigation and other subjects concerning commercial relations, with the object of facilitating them, have for that purpose named as their Plenipotentiaries:—

The United States of America—

EDWIN H. CONGER, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to China—

JOHN GOODNOW, Consul-General of the United States of America at Shanghai—

JOHN F. SEAMAN, a Citizen of the United States of America resident at Shanghai—

<sup>1</sup> For tariff schedule annexed to treaty, see 33 Stat. 2217 or p. 13 of TS 430.

<sup>2</sup> TS 657, *post*, p. 716.

<sup>3</sup> TS 773, *post*, p. 721.

<sup>4</sup> TIAS 1871, *post*, p. 761.

<sup>5</sup> TS 397, *ante*, vol. 1, p. 302.



And His Majesty the Emperor of China—

LÜ HAI-HUAN, President of the Board of Public Works—

SHENG HSÜAN-HUAI, Junior Guardian of the Heir Apparent. Formerly Senior Vice-President of the Board of Public Works—

who, having met and duly exchanged their full powers which were found to be in proper form, have agreed upon the following amendments to existing treaties of commerce and navigation formerly concluded between the two countries, and upon the subjects hereinafter expressed connected with commercial relations, with the object of facilitating them.

#### ARTICLE I

In accordance with international usage, and as the diplomatic representative of China has the right to reside in the capital of the United States, and to enjoy there the same prerogatives, privileges and immunities as are enjoyed by the similar representative of the most favored nation, the diplomatic representative of the United States shall have the right to reside at the capital of His Majesty the Emperor of China. He shall be given audience of His Majesty the Emperor whenever necessary to present his letters of credence or any communication from the President of the United States. At all such times he shall be received in a place and in a manner befitting his high position, and on all such occasions the ceremonial observed toward him shall be that observed toward the representatives of nations on a footing of equality, with no loss of prestige on the part of either.

The diplomatic representatives of the United States shall enjoy all the prerogatives, privileges and immunities accorded by international usage to such representatives, and shall in all respects be entitled to the treatment extended to similar representatives of the most favored nation.

The English text of all notes or dispatches from United States officials to Chinese officials, and the Chinese text of all from Chinese officials to United States officials shall be authoritative.

#### ARTICLE II

As China may appoint consular officers to reside in the United States and to enjoy there the same attributes, privileges and immunities as are enjoyed by consular officers of other nations, the United States may appoint, as its interests may require, consular officers to reside at the places in the Empire of China that are now or that may hereafter be opened to foreign residence and trade. They shall hold direct official intercourse and correspondence with the local officers of the Chinese Government within their consular districts, either personally or in writing as the case may require, on terms of equality and reciprocal respect. These officers shall be treated with due respect by all Chinese authorities, and they shall enjoy all the attributes, privileges and immunities, and exercise all the jurisdiction over their

nationals which are or may hereafter be extended to similar officers of the nation the most favored in these respects. If the officers of either government are disrespectfully treated or aggrieved in any way by the authorities of the other, they shall have the right to make representation of the same to the superior officers of their own government who shall see that full inquiry and strict justice be had in the premises. And the said consular officers of either nation shall carefully avoid all acts of offense to the officers and people of the other nation.

On the arrival of a consul duly accredited in any place in China opened to foreign trade it shall be the duty of the Minister of the United States to inform the Board of Foreign Affairs, which shall, in accordance with international usage, forthwith cause the proper recognition of the said consul and grant him authority to act.

### ARTICLE III

Citizens of the United States may frequent, reside and carry on trade, industries and manufactures, or pursue any lawful avocation, in all the ports or localities of China which are now open or may hereafter be opened to foreign residence and trade; and, within the suitable localities at those places which have been or may be set apart for the use and occupation of foreigners, they may rent or purchase houses, places of business and other buildings, and rent or lease in perpetuity land and build thereon. They shall generally enjoy as to their persons and property all such rights, privileges and immunities as are or may hereafter be granted to the subjects or citizens of the nation the most favored in these respects.

### ARTICLE IV

The Chinese Government, recognizing that the existing system of levying dues on goods in transit, and especially the system of taxation known as *likin*, impedes the free circulation of commodities to the general injury of trade, hereby undertakes to abandon the levy of *likin* and all other transit dues throughout the Empire and to abolish the offices, stations and barriers maintained for their collection and not to establish other offices for levying dues on goods in transit. It is clearly understood that, after the offices, stations and barriers for taxing goods in transit have been abolished, no attempt shall be made to re-establish them in any form or under any pretext whatsoever.

The Government of the United States, in return, consents to allow a surtax, in excess of the tariff rates for the time being in force, to be imposed on foreign goods imported by citizens of the United States and on Chinese produce destined for export abroad or coastwise. It is clearly understood that in no case shall the surtax on foreign imports exceed one and one-half times the import duty leviable in terms of the final Protocol signed by China and the Powers on the seventh day of September, A.D. 1901; that the payment of the import

duty and surtax shall secure for foreign imports, whether in the hands of Chinese or foreigners, in original packages or otherwise, complete immunity from all other taxation, examination or delay; that the total amount of taxation, inclusive of the tariff export duty, leviable on native produce for export abroad shall, under no circumstances, exceed seven and one-half per centum *ad valorem*.

Nothing in this article is intended to interfere with the inherent right of China to levy such other taxes as are not in conflict with its provisions.

Keeping these fundamental principles in view, the High Contracting Parties have agreed upon the following method of procedure.

The Chinese Government undertakes that all offices, stations and barriers of whatsoever kind for collecting *likin*, duties, or such like dues on goods in transit, shall be permanently abolished on all roads, railways and waterways in the nineteen Provinces of China and the three Eastern Provinces. This provision does not apply to the native Customs offices at present in existence on the seaboard, at open ports where there are offices of the Imperial Maritime Customs, and on the land frontiers of China embracing the nineteen Provinces and the three Eastern Provinces.

Wherever there are offices of the Imperial Maritime Customs, or wherever such may be hereafter placed, native Customs offices may also be established, as well as at any point either on the seaboard or land frontiers.

The Government of the United States agrees that foreign goods on importation, in addition to the effective five per centum import duty as provided for in the Protocol of 1901, shall pay a special surtax of one and one-half times the amount of the said duty to compensate for the abolition of *likin*, of other transit dues besides *likin*, and of all other taxation on foreign goods, and in consideration of the other reforms provided for in this article.

The Chinese Government may recast the foreign export tariff with specific duties, as far as practicable, on a scale not exceeding five per centum *ad valorem*; but existing export duties shall not be raised until at least six months' notice has been given. In cases where existing export duties are above five per centum, they shall be reduced to not more than that rate. An additional special surtax of one-half the export duty payable for the time being, in lieu of internal taxation of all kinds, may be levied at the place of original shipment or at the time of export on goods exported either to foreign countries or coastwise.

Foreign goods which bear a similarity to native goods shall be furnished by the Customs officers, if required by the owner, with a protective certificate for each package, on the payment of import duty and surtax, to prevent the risk of any dispute in the interior.

Native goods brought by junks to open ports, if intended for local consumption, irrespective of the nationality of the owner of the goods, shall be reported at the native Customs offices only, to be dealt with according to the fiscal regulations of the Chinese Government.

Machine-made cotton yarn and cloth manufactured in China, whether by foreigners at the open ports or by Chinese anywhere in China, shall as regards taxation be on a footing of perfect equality. Such goods upon payment of the taxes thereon shall be granted a rebate of the import duty and of two-thirds of the import surtax paid on the cotton used in their manufacture, if it has been imported from abroad, and of all duties paid thereon if it be Chinese grown cotton. They shall also be free of export duty, coast-trade duty and export surtax. The same principle and procedure shall be applied to all other products of foreign type turned out by machinery in China.

A member or members of the Imperial Maritime Customs foreign staff shall be selected by the Governors-General and Governors of each of the various provinces of the Empire for their respective provinces, and appointed in consultation with the Inspector General of Imperial Maritime Customs, for duty in connection with native Customs affairs to have a general supervision of their working.

Cases where illegal action is complained of by citizens of the United States shall be promptly investigated by an officer of the Chinese Government of sufficiently high rank, in conjunction with an officer of the United States Government, and an officer of the Imperial Maritime Customs, each of sufficient standing; and, in the event of it being found by the investigating officers that the complaint is well founded and loss has been incurred, due compensation shall be paid through the Imperial Maritime Customs. The high provincial officials shall be held responsible that the officer guilty of the illegal action shall be severely punished and removed from his post. If the complaint is shown to be frivolous or malicious, the complainant shall be held responsible for the expenses of the investigation.

When the ratifications of this Treaty shall have been exchanged by the High Contracting Parties hereto, and the provisions of this Article shall have been accepted by the Powers having treaties with China, then a date shall be agreed upon when the provisions of this Article shall take effect and an Imperial Edict shall be published in due form on yellow paper and circulated throughout the Empire of China setting forth the abolition of all *likin* taxation, duties on goods in transit, offices, stations and barriers for collecting the same, and of all descriptions of internal taxation on foreign goods, and the imposition of the surtax on the import of foreign goods and on the export of native goods, and the other fiscal changes and reforms provided for in this Article, all of which shall take effect from the said date. The Edict shall state that the provincial high officials are responsible that any official disregarding the letter or the spirit of its injunction shall be severely punished and removed from his post.

## ARTICLE V

The tariff duties to be paid by citizens of the United States on goods imported into China shall be as set forth in the schedule annexed hereto and made part of this Treaty,<sup>6</sup> subject only to such amendments and changes as are authorized by Article IV of the present convention or as may hereafter be agreed upon by the High Contracting Parties hereto. It is expressly agreed, however, that citizens of the United States shall at no time pay other or higher duties than those paid by the citizens or subjects of the most favored nation.

Conversely, Chinese subjects shall not pay higher duties on their imports into the United States than those paid by the citizens or subjects of the most favored nation.

## ARTICLE VI

The Government of China agrees to the establishment by citizens of the United States of warehouses approved by the proper Chinese authorities as bonded warehouses at the several open Ports of China, for storage, re-packing, or preparation for shipment of lawful goods, subject to such necessary regulations for the protection of the revenue of China, including a reasonable scale of fees according to commodities, distance from the custom house and hours of working, as shall be made from time to time by the proper officers of the Government of China.

## ARTICLE VII

The Chinese Government, recognizing that it is advantageous for the country to develop its mineral resources, and that it is desirable to attract foreign as well as Chinese capital to embark in mining enterprises, agrees, within one year from the signing of this Treaty, to initiate and conclude the revision of the existing mining regulations. To this end China will, with all expedition and earnestness, go into the whole question of mining rules; and, selecting from the rules of the United States and other countries regulations which seem applicable to the condition of China, will recast its present mining rules in such a way as, while promoting the interests of Chinese subjects and not injuring in any way the sovereign rights of China, will offer no impediment to the attraction of foreign capital nor place foreign capitalists at a greater disadvantage than they would be under generally accepted foreign regulations; and will permit citizens of the United States to carry on in Chinese territory mining operations and other necessary business relating thereto provided they comply with the new regulations and conditions which will be imposed by China on its subjects and foreigners alike, relating to the opening of mines, the renting of mineral land, and the payment of royalty, and provided they apply for permits, the provisions of which in regard to necessary business relating to such operations shall be observed. The residence of

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<sup>6</sup> See footnote 1, p. 695.

citizens of the United States in connection with such mining operations shall be subject to such regulations as shall be agreed upon by and between the United States and China.

Any mining concession granted after the publication of such new rules shall be subject to their provisions.

#### ARTICLE VIII

Drawback certificates for the return of duties shall be issued by the Imperial Maritime Customs to citizens of the United States within three weeks of the presentation to the Customs of the papers entitling the applicant to receive such drawback certificates, and they shall be receivable at their face value in payment of duties of all kinds (tonnage dues excepted) at the port of issue; or shall, in the case of drawbacks on foreign goods re-exported within three years from the date of importation, be redeemable by the Imperial Maritime Customs in full in ready money at the port of issue, at the option of the holders thereof. But if, in connection with any application for a drawback certificate, the Customs authorities discover an attempt to defraud the revenue, the applicant shall be dealt with and punished in accordance with the stipulations provided in the Treaty of Tientsin, Article XXI,<sup>7</sup> in the case of detected frauds on the revenue. In case the goods have been removed from Chinese territory, then the consul shall inflict on the guilty party a suitable fine to be paid to the Chinese Government.

#### ARTICLE IX

Whereas the United States undertakes to protect the citizens of any country in the exclusive use within the United States of any lawful trade-marks, provided that such country agrees by treaty or convention to give like protection to citizens of the United States:

Therefore the Government of China, in order to secure such protection in the United States for its subjects, now agrees to fully protect any citizen, firm or corporation of the United States in the exclusive use in the Empire of China of any lawful trade-mark to the exclusive use of which in the United States they are entitled, or which they have adopted and used, or intend to adopt and use as soon as registered, for exclusive use within the Empire of China. To this end the Chinese Government agrees to issue by its proper authorities proclamations, having the force of law, forbidding all subjects of China from infringing on, imitating, colorably imitating, or knowingly passing off an imitation of trade-marks belonging to citizens of the United States, which shall have been registered by the proper authorities of the United States at such offices as the Chinese Government will establish for such purpose, on payment of a reasonable fee, after due investigation by the Chinese authorities, and in compliance with reasonable regulations.

<sup>7</sup> TS 46, *ante*, p. 667.



## ARTICLE X

The United States Government allows subjects of China to patent their inventions in the United States and protects them in the use and ownership of such patents. The Government of China now agrees that it will establish a Patent Office. After this office has been established and special laws with regard to inventions have been adopted it will thereupon, after the payment of the prescribed fees, issue certificates of protection, valid for a fixed term of years, to citizens of the United States on all their patents issued by the United States, in respect of articles the sale of which is lawful in China, which do not infringe on previous inventions of Chinese subjects, in the same manner as patents are to be issued to subjects of China.

## ARTICLE XI

Whereas the Government of the United States undertakes to give the benefits of its copyright laws to the citizens of any foreign State which gives to the citizens of the United States the benefits of copyright on an equal basis with its own citizens:

Therefore the Government of China, in order to secure such benefits in the United States for its subjects, now agrees to give full protection, in the same way and manner and subject to the same conditions upon which it agrees to protect trade-marks, to all citizens of the United States who are authors, designers or proprietors of any book, map, print or engraving especially prepared for the use and education of the Chinese people, or translation into Chinese of any book, in the exclusive right to print and sell such book, map, print, engraving or translation in the Empire of China during ten years from the date of registration. With the exception of the books, maps, etc., specified above, which may not be reprinted in the same form, no work shall be entitled to copyright privileges under this article. It is understood that Chinese subjects shall be at liberty to make, print and sell original translations into Chinese of any works written or of maps compiled by a citizen of the United States. This article shall not be held to protect against due process of law any citizen of the United States or Chinese subject who may be author, proprietor or seller of any publication calculated to injure the well-being of China.

## ARTICLE XII

The Chinese Government having in 1898 opened the navigable inland waters of the Empire to commerce by all steam vessels, native or foreign, that may be specially registered for the purpose, for the conveyance of passengers and lawful merchandise,—citizens, firms and corporations of the United States may engage in such commerce on equal terms with those granted to subjects of any foreign power.

In case either party hereto considers it advantageous at any time that the rules and regulations then in existence for such commerce be altered or



amended, the Chinese Government agrees to consider amicably and to adopt such modifications thereof as are found necessary for trade and for the benefit of China.

The Chinese Government agrees that, upon the exchange of the ratifications of this Treaty, Mukden and Antung, both in the province of Sheng-king, will be opened by China itself as places of international residence and trade. The selection of suitable localities to be set apart for international use and occupation and the regulations for these places set apart for foreign residence and trade shall be agreed upon by the Governments of the United States and China after consultation together.

### ARTICLE XIII

China agrees to take the necessary steps to provide for a uniform national coinage which shall be legal tender in payment of all duties, taxes and other obligations throughout the Empire by the citizens of the United States as well as Chinese subjects. It is understood, however, that all Customs duties shall continue to be calculated and paid on the basis of the Haikuan Tael.

### ARTICLE XIV

The principles of the Christian religion, as professed by the Protestant and Roman Catholic Churches, are recognized as teaching men to do good and to do to others as they would have others do to them. Those who quietly profess and teach these doctrines shall not be harassed or persecuted on account of their faith. Any person, whether citizen of the United States or Chinese convert, who, according to these tenets, peaceably teaches and practices the principles of Christianity shall in no case be interfered with or molested therefor. No restrictions shall be placed on Chinese joining Christian churches. Converts and non-converts, being Chinese subjects, shall alike conform to the laws of China; and shall pay due respect to those in authority, living together in peace and amity; and the fact of being converts shall not protect them from the consequences of any offence they may have committed before or may commit after their admission into the church, or exempt them from paying legal taxes levied on Chinese subjects generally, except taxes levied and contributions for the support of religious customs and practices contrary to their faith. Missionaries shall not interfere with the exercise by the native authorities of their jurisdiction over Chinese subjects; nor shall the native authorities make any distinction between converts and non-converts, but shall administer the laws without partiality so that both classes can live together in peace.

Missionary societies of the United States shall be permitted to rent and to lease in perpetuity, as the property of such societies, buildings or lands in all parts of the Empire for missionary purposes and, after the title deeds have been found in order and duly stamped by the local authorities, to erect such suitable buildings as may be required for carrying on their good work.

## ARTICLE XV

The Government of China having expressed a strong desire to reform its judicial system and to bring it into accord with that of Western nations, the United States agrees to give every assistance to such reform and will also be prepared to relinquish extra-territorial rights when satisfied that the state of the Chinese laws, the arrangements for their administration, and other considerations warrant it in so doing.

## ARTICLE XVI

The Government of the United States consents to the prohibition by the Government of China of the importation into China of morphia and of instruments for its injection, excepting morphia and instruments for its injection imported for medical purposes, on payment of tariff duty, and under regulations to be framed by China which shall effectually restrict the use of such import to the said purposes. This prohibition shall be uniformly applied to such importation from all countries. The Chinese Government undertakes to adopt at once measures to prevent the manufacture in China of morphia and of instruments for its injection.

## ARTICLE XVII

It is agreed between the High Contracting Parties hereto that all the provisions of the several treaties between the United States and China which were in force on the first day of January A. D. 1900, are continued in full force and effect except in so far as they are modified by the present Treaty or other treaties to which the United States is a party.

The present Treaty shall remain in force for a period of ten years beginning with the date of the exchange of ratifications and until a revision is effected as hereinafter provided.

It is further agreed that either of the High Contracting Parties may demand that the tariff and the articles of this convention be revised at the end of ten years from the date of the exchange of the ratifications thereof. If no revision is demanded before the end of the first term of ten years, then these articles in their present form shall remain in full force for a further term of ten years reckoned from the end of the first term, and so on for successive periods of ten years.

The English and Chinese texts of the present Treaty and its three annexes have been carefully compared; but, in the event of there being any difference of meaning between them, the sense as expressed in the English text shall be held to be the correct one.

This Treaty and its three annexes shall be ratified by the two High Contracting Parties in conformity with their respective constitutions, and the ratifications shall be exchanged in Washington not later than twelve months from the present date.

In testimony whereof, we, the undersigned, by virtue of our respective powers, have signed this Treaty in duplicate in the English and Chinese languages, and have affixed our respective seals.

Done at Shanghai, this eighth day of October in the year of our Lord one thousand nine hundred and three, and in the twenty ninth year of Kuang Hsü eighth month and eighteenth day.

EDWIN H. CONGER	[SEAL]
JOHN GOODNOW	[SEAL]
JOHN F. SEAMAN	[SEAL]
LÜ HAI-HUAN	[ideographic signature] [SEAL]
SHENG HSÜAN-HUAI	[ideographic signature] [SEAL]

#### ANNEX I

As citizens of the United States are already forbidden by treaty to deal in or handle opium, no mention has been made in this Treaty of opium taxation.

As the trade in salt is a government monopoly in China, no mention has been made in this Treaty of salt taxation.

It is, however, understood, after full discussion and consideration, that the collection of inland dues on opium and salt and the means for the protection of the revenue therefrom and for preventing illicit traffic therein are left to be administered by the Chinese Government in such manner as shall in no wise interfere with the provisions of Article IV of this treaty regarding the unobstructed transit of other goods.

EDWIN H. CONGER	[SEAL]
JOHN GOODNOW	[SEAL]
JOHN F. SEAMAN	[SEAL]
LÜ HAI-HUAN	[ideographic signature] [SEAL]
SHENG HSÜAN-HUAI	[ideographic signature] [SEAL]

#### ANNEX II

Article IV of the Treaty of Commerce between the United States and China of this date provides for the retention of the native Customs offices at the open ports. For the purpose of safeguarding the revenue of China at such places, it is understood that the Chinese Government shall be entitled to establish and maintain such branch native Customs offices at each open port, within a reasonable distance of the main native Customs offices at the port, as shall be deemed by the authorities of the Imperial Maritime Customs at that port necessary to collect the revenue from the trade into and out of

such port. Such branches, as well as the main native Customs offices at each open port, shall be administered by the Imperial Maritime Customs as provided by the Protocol of 1901.

EDWIN H. CONGER		[SEAL]
JOHN GOODNOW		[SEAL]
JOHN F. SEAMAN		[SEAL]
LÜ HAI-HUAN	[ideographic signature]	[SEAL]
SHENG HSÜAN-HUAI	[ideographic signature]	[SEAL]

### ANNEX III

The schedule of tariff duties on imported goods annexed to this Treaty under Article V is hereby mutually declared to be the schedule agreed upon between the representatives of China and the United States and signed upon John Goodnow for the United States and Their Excellencies Lü Hai-huan and Sheng Hsüan-huai for China at Shanghai on the sixth day of September A. D. 1902, according to the Protocol of the seventh day of September A. D. 1901.

EDWIN H. CONGER		[SEAL]
JOHN GOODNOW		[SEAL]
JOHN F. SEAMAN		[SEAL]
LÜ HAI-HUAN	[ideographic signature]	[SEAL]
SHENG HSÜAN-HUAI	[ideographic signature]	[SEAL]

[For tariff schedule annexed to treaty, see 33 Stat. 2217 or p. 13 of TS 430.]

### RULES

#### RULE I

Imports unenumerated in this Tariff will pay Duty at the rate of 5 per cent. ad valorem; and the value upon which Duty is to be calculated shall be the market value of the goods in local currency. This market value when converted into Haikwan Taels shall be considered to be 12 per cent. higher than the amount upon which Duty is to be calculated.

If the goods have been sold before presentation to the Customs of the Application to pay Duty, the gross amount of the bona fide contract will be accepted as evidence of the market value. Should the goods have been sold on c. f. and i. terms, that is to say, without inclusion in the price of Duty and other charges, such c. f. and i. price shall be taken as the value for Duty-paying purposes without the deduction mentioned in the preceding paragraph.

If the goods have not been sold before presentation to the Customs of the Application to pay Duty, and should a dispute arise between Customs and importer regarding the value or classification of goods, the case will be referred to a board of Arbitration composed as follows:

An official of the Customs; a merchant selected by the Consul of the importer; and a Merchant differing in nationality from the importer, selected by the Senior Consul.

Questions regarding procedure, etc., which may arise during the sittings of the Board shall be decided by the majority. The final finding of the majority of the Board, which must be announced within fifteen days of the reference (not including holidays), will be binding upon both parties. Each of the two merchants on the Board will be entitled to a fee of Ten Haikwan Taels. Should the Board sustain the Customs valuation, or, in the event of not sustaining that valuation, should it decide that the goods have been undervalued by the importer to the extent of not less than  $7\frac{1}{2}$  per cent., the importer will pay the fees; if otherwise, the fees will be paid by the Customs. Should the Board decide that the correct value of the goods is 20 per cent. (or more) higher than that upon which the importer originally claimed to pay Duty, the Customs authorities may retain possession of the goods until full Duty has been paid and may levy an additional Duty equal to four times the Duty sought to be evaded.

In all cases invoices, when available, must be produced if required by the Customs.

#### RULE II

The following will not be liable to Import Duty: Foreign Rice, Cereals, and Flour; Gold and Silver, both Bullion and Coin; Printed Books, Charts, Maps, Periodicals, and Newspapers; Samples in reasonable quantities, and certified to be for show and not for sale; Government Stationery for Consulates in China; Passengers Baggage for *bona fide* private use; Circulars, etc., distributed gratis by mercantile houses; and Private Effects (not including Wines, Stores, and Tobacco) of individual Foreigners imported by themselves for their own personal use and not for sale, provided that the Customs authorities are satisfied that the articles in question fulfill these conditions.

A freight or part freight of Duty-free commodities (personal baggage of less than twenty passengers and Gold and Silver Bullion and Foreign Coins excepted) will render the vessel carrying them, though no other cargo be on board, liable to Tonnage Dues.

Drawbacks will be issued for Ships Stores and Bunker Coal when taken on board.

#### RULE III

Except at the requisition of the Chinese Government, or for sale to Chinese duly authorized to purchase them, Import trade is prohibited in all Arms, Ammunition, and Munitions of War of every description. No Permit to land them will be issued until the Customs have proof that the necessary authority

has been given to the importer. Infraction of this rule will be punishable by confiscation of all the goods concerned. The import of Salt is absolutely prohibited.

SHENG HSÜAN-HUAI  
LÜ HAI-HUAN

Subject to the approval of His Imp. & Roy.

Apostolic Majesty's Government  
*Ad referendum*

E. v. HIRSCH  
D. SIFFERT  
DR BOYÉ  
JAS. L. MACKAY  
E. HIOKI  
M. ODAGIRI  
J. YAMAOKA  
F. B. v'JACOB  
JOHN GOODNOW

*Ad referendum advocaat*

## ARBITRATION

*Convention signed at Washington October 8, 1908*

*Senate advice and consent to ratification December 10, 1908*

*Ratified by China February 12, 1909*

*Ratified by the President of the United States March 1, 1909*

*Ratifications exchanged at Washington April 6, 1909*

*Entered into force April 6, 1909*

*Proclaimed by the President of the United States April 6, 1909*

*Expired April 6, 1914*

36 Stat. 2154; Treaty Series 522

The President of the United States of America and His Majesty the Emperor of China, taking into consideration the fact that the High Contracting Parties to the Convention for the pacific settlement of international disputes, concluded at The Hague on the 29th July, 1899,<sup>1</sup> have reserved to themselves, by Article XIX of that Convention, 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 resolved to conclude an Arbitration Convention between the two countries, and for that purpose have named as their Plenipotentiaries, that is to say:

The President of the United States of America, Elihu Root, Secretary of State of the United States of America; and

His Majesty the Emperor of China, Wu Ting-fang, Envoy Extraordinary and Minister Plenipotentiary to the United States of America, Mexico, Peru, and Cuba;

Who, after having communicated to each other their Full Powers, found to be in good and due form, have agreed upon and concluded 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 not have been possible to settle by diplomacy, shall be referred to the

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<sup>1</sup> TS 392, *ante*, vol. 1, p. 230.



Permanent Court of Arbitration established at The Hague by the Convention of the 29th 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 will be made on the part of the United States by the President of the United States by and with the advice and consent of the Senate thereof.

## ARTICLE III

The present Convention shall remain in force for the period of five years from the date of the exchange of the ratifications.

## ARTICLE IV

The present Convention shall be ratified by the High Contracting Parties, and the ratifications thereof shall be exchanged at Washington as soon as possible.

In witness whereof, the respective Plenipotentiaries have signed the present Convention, and have thereunto affixed their seals.

Done at the City of Washington, in duplicate, this 8th day of October, one thousand nine hundred and eight, corresponding to the 14th day of the 9th month of the 34th year of Kuang Hsü.

ELIHU ROOT	[SEAL]
WU TING FANG	[SEAL]

## ADVANCEMENT OF PEACE

*Treaty signed at Washington September 15, 1914*

*Senate advice and consent to ratification October 12, 1914*

*Ratified by the President of the United States June 17, 1915*

*Ratified by China June 18, 1915*

*Ratifications exchanged at Washington October 22, 1915*

*Entered into force October 22, 1915*

*Proclaimed by the President of the United States October 23, 1915*

*Article II modified by agreement of May 11 and 19, 1916*<sup>1</sup>

39 Stat. 1642; Treaty Series 619

The President of the United States of America and the President of the Republic of China, desiring to strengthen the friendly relations which unite their two countries and to serve the cause of general peace, have decided to conclude a treaty for these purposes and have consequently appointed the plenipotentiaries designated hereinafter, to wit:

The President of the United States of America, the Honorable William Jennings Bryan, Secretary of State of the United States; and

The President of the Republic of China, Kai Fu Shah, Envoy Extraordinary and Minister Plenipotentiary of the Republic of China to the United States;

Who, after exhibiting to each other their full powers, found to be in due and proper form, have agreed upon the following articles:

### ARTICLE I

Any disputes arising between the Government of the United States of America and the Government of the Republic of China, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to arbitration, be submitted for investigation and report to a Permanent International Commission constituted in the manner prescribed in the following article.

The High Contracting Parties agree not to resort, with respect to each other, to any act of force during the investigation to be made by the Commission and before its report is handed in.

<sup>1</sup> TS 619-A, *post*, p. 714.

## ARTICLE II

The International Commission shall be composed of five members appointed as follows: Each Government shall designate two members, only one of whom shall be of its own nationality; the fifth member shall be designated by common consent and shall not belong to any of the nationalities already represented on the Commission; he shall perform the duties of President.

In case the two Governments should be unable to agree on the choice of the fifth commissioner, the other four shall be called upon to designate him, and failing an understanding between them, the provisions of article 45 of The Hague Convention of 1907<sup>2</sup> shall be applied.

The Commission shall be organized within six months from the exchange of ratifications of the present convention.<sup>3</sup>

The members shall be appointed for one year and their appointment may be renewed. They shall remain in office until superseded or reappointed, or until the work on which they are engaged at the time their office expires is completed.

Any vacancies which may arise (from death, resignation, or cases of physical or moral incapacity) shall be filled within the shortest possible period in the manner followed for the original appointment.

The High Contracting Parties shall, before designating the commissioners, reach an understanding in regard to their compensation. They shall bear by halves the expenses incident to the meeting of the Commission.

## ARTICLE III

In case a dispute should arise between the High Contracting Parties which is not settled by the ordinary methods, each Party shall have a right to ask that the investigation thereof be intrusted to the International Commission charged with making a report. Notice shall be given to the President of the International Commission, who shall at once communicate with his colleagues.

In the same case the President may, after consulting his colleagues and upon receiving the consent of a majority of the members of the Commission, offer the services of the latter to each of the Contracting Parties. Acceptance of that offer declared by one of the two Governments shall be sufficient to give jurisdiction of the case to the Commission in accordance with the foregoing paragraph.

The place of meeting shall be determined by the Commission itself.

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<sup>2</sup> TS 536, *ante*, vol. 1, p. 593.

<sup>3</sup> For an extension of time for appointment of the commission, see exchange of notes of May 11 and 19, 1916 (TS 619-A), *post*, p. 714.

## ARTICLE IV

The two High Contracting Parties shall have a right, each on its own part, to state to the President of the Commission what is the subject matter of the controversy. No difference in these statements, which shall be furnished by way of suggestion, shall arrest the action of the Commission.

In case the cause of the dispute should consist of certain acts already committed or about to be committed, the Commission shall as soon as possible indicate what measures to preserve the rights of each party ought in its opinion to be taken provisionally and pending the delivery of its report.

## ARTICLE V

As regards the procedure which it is to follow, the Commission shall as far as possible be guided by the provisions contained in articles 9 to 36 of Convention 1 of The Hague of 1907.

The High Contracting Parties agree to afford the Commission all means and all necessary facilities for its investigation and report.

The work of the Commission shall be completed within one year from the date on which it has taken jurisdiction of the case, unless the High Contracting Parties should agree to set a different period.

The conclusion of the Commission and the terms of its report shall be adopted by a majority. The report, signed only by the President acting by virtue of his office, shall be transmitted by him to each of the Contracting Parties.

The High Contracting Parties reserve full liberty as to the action to be taken on the report of the Commission.

## ARTICLE VI

The present treaty shall be ratified by the President of the United States of America, with the advice and consent of the Senate of the United States, and by the President of the Republic of China.

It shall go into force immediately after the exchange of ratifications and shall last five years.

Unless denounced six months at least before the expiration of the said period of five years, it shall remain in force until the expiration of a period of twelve months after either party shall have notified the other of its intention to terminate it.

In witness whereof the respective plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done at Washington this 15th day of September, in the year nineteen hundred and fourteen, corresponding to the 15th day of the ninth month in the third year of the Republic of China.

WILLIAM JENNINGS BRYAN

[SEAL]

KAI FU SHAH [ideographic signature]

[SEAL]

## ADVANCEMENT OF PEACE

*Exchange of notes at Washington May 11 and 19, 1916, modifying  
treaty of September 15, 1914*

*Entered into force May 19, 1916*

Treaty Series 619-A

*The Secretary of State to the Chinese Minister*

DEPARTMENT OF STATE  
*Washington, May 11, 1916*

SIR:

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 China for the advancement of the general cause of peace, 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 April 22, 1916, to August 1, 1916.

Your formal notification in writing that your Government receives the suggestion favorably will be regarded on this Government's part as sufficient to give effect to the extension, and I shall be glad to receive your assurance that it will be so regarded by your Government also.

Accept, Sir, the renewed assurances of my highest consideration.

ROBERT LANSING

Mr. VI KYUIN WELLINGTON KOO,  
*Chinese Minister.*

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*The Chinese Minister to the Secretary of State*

CHINESE LEGATION  
*Washington, May 19, 1916*

SIR:

I have the honor to acknowledge the receipt of your note of the 11th instant, in which you are good enough to suggest, for the consideration of my Government, that the time within which the organization of the Interna-

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<sup>1</sup> TS 619, *ante*, p. 711.

tional Commission provided for in the Treaty of September 15, 1914, between China and the United States, for the advancement of the general cause of peace may be completed, be extended by an exchange of notes from April 22, 1916, to August 1, 1916.

I am authorized by my Government to inform you in reply that my Government is pleased to accept this suggestion of your Government and accordingly regards the extension of time from April 22, 1916, to August 1, 1916, for the organization of the Commission as effective by this exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration.

VI KYUIN WELLINGTON KOO

Honorable ROBERT LANSING,  
*Secretary of State.*

## COMMERCIAL RELATIONS

*Treaty signed at Washington October 20, 1920,<sup>1</sup> supplementing and amending treaty of October 8, 1903*

*Ratified by China January 4, 1921*

*Senate advice and consent to ratification May 26, 1921*

*Ratified by the President of the United States October 31, 1921*

*Ratifications exchanged at Washington November 5, 1921*

*Entered into force November 5, 1921*

*Proclaimed by the President of the United States November 7, 1921*

*Terminated, in part, by treaty of July 25, 1928<sup>2</sup>*

*Superseded November 30, 1948, by treaty of November 4, 1946<sup>3</sup>*

42 Stat. 1955; Treaty Series 657

WHEREAS, it was agreed by Article VI (c), 1, and 3, of the Final Protocol entered into between the Powers and China, concluded at Peking, September 7, 1901,<sup>4</sup> that the import tariff on goods imported into China by sea should be an effective five per cent. ad valorem;

AND WHEREAS, following the conclusion of said Protocol, and pursuant to the provisions of the first paragraph of Article XI thereof, a Treaty regarding Commercial Relations between the Government of the United States of America and the Government of China was concluded at Shanghai on the 8th day of October, 1903,<sup>5</sup> ratifications of which were duly exchanged on the 13th day of January, 1904;

AND WHEREAS, by Article V and Annex III of the said treaty it was agreed that the tariff of duties to be paid by the citizens of the United States of America on goods imported into China should be as set forth in the schedule<sup>6</sup> annexed to and made a part of that Treaty as Annex III thereof, subject only to such amendments and changes as were authorized by Article IV of that treaty or as might thereafter be agreed upon by the High Contracting Parties, and that the citizens of the United States of America should at no time pay other or higher duties on goods imported into China than those paid by the citizens or subjects of the most favored nation;

<sup>1</sup> For tariff schedule annexed to treaty, see 42 Stat. 1957 or p. 4 of TS 657.

<sup>2</sup> TS 773, *post*, p. 721.

<sup>3</sup> TIAS 1871, *post*, p. 761.

<sup>4</sup> *Ante*, vol. 1, p. 278.

<sup>5</sup> TS 430, *ante*, p. 695.

<sup>6</sup> See footnote 1, p. 695.



AND WHEREAS, a commission composed of delegates of the governments of the United States of America and certain other powers having treaties with China regarding the duties to be paid by their citizens or subjects on imports into China, and delegates of the Republic of China has, at various conferences held at Shanghai between the 17th day of January, 1918, and the 20th day of December, 1918, agreed upon a proposed revision of the import tariff of China to the end that the rate of duty may be an effective five per cent. ad valorem on all foreign merchandise imported into China;

AND WHEREAS, the Government of the United States of America and the Government of the Republic of China desire to confirm the application of the proposed revised tariff of duties to importations of goods into China by citizens of the United States, the two Governments have determined to conclude this supplementary treaty, and have appointed for that purpose as their plenipotentiaries:

The President of the United States of America, Mr. Bainbridge Colby, Secretary of State of the United States; and

The President of the Republic of China, Mr. Vi Kyuin Wellington Koo, envoy extraordinary and minister plenipotentiary of the Republic of China at Washington;

Who, having met and duly exhibited to each other their full powers, which were found to be in proper form, have agreed upon the following articles:

#### ARTICLE I

The tariff of duties, which under the provisions of Article V of the Treaty regarding Commercial Relations signed by the plenipotentiaries of the United States of America and China at Shanghai on the 8th day of October, 1903, are annexed to and made a part of that treaty, as Annex III thereof, shall, beginning with the date of the exchange of ratifications of the present treaty, cease to apply to goods imported into China by citizens of the United States of America.

The rules attached to the schedule of duties annexed to the Treaty regarding Commercial Relations signed by the plenipotentiaries of the United States of America and China at Shanghai on the 8th day of October, 1903, are amended as agreed upon by the High Contracting Parties and as so amended are hereunto annexed and continued in full force and effect.

#### ARTICLE II

The tariff of duties and the rules hereunto annexed, shall beginning with the date of the exchange of ratifications of the present treaty be in full force and effect at the ports and places of China open to commerce with foreign countries, and beginning with the date of the exchange of ratifications the said duties shall be paid by citizens of the United States of America on goods

imported into China, until modified or changed by agreement between the two High Contracting Parties; but the citizens of the United States of America shall at no time be required to pay other or higher duties on goods imported into China than are paid by the citizens or subjects of the most favored nation.

[For tariff schedule (annex I), see 42 Stat. 1957 or p. 4 of TS 657.]

### ARTICLE III

Except as provided in Articles I and II of the present treaty, the articles and provisions of the treaty signed at Shanghai, October 8, 1903, between the plenipotentiaries of the United States of America and China, shall continue in full force and effect, and the articles and provisions of the present treaty shall be read and construed as a supplementary treaty thereto, and shall be as binding and of the same efficacy as if they had been inserted therein.

### ARTICLE IV

In the event of there being any difference of meaning between the English and Chinese texts of the present treaty, the English text shall be held to be the correct one.

This treaty and the tariff of duties and rules hereunto annexed shall be ratified by the two High Contracting Parties in conformity with their respective constitutions, and the ratifications shall be exchanged at Washington.

IN TESTIMONY WHEREOF, the plenipotentiaries of the two High Contracting Parties, by virtue of their respective powers, have signed this treaty in duplicate in the English and Chinese languages, and have affixed their respective seals.

DONE at Washington this twentieth day of October in the year one thousand nine hundred and twenty, corresponding to the twentieth day of the tenth month of the ninth year of the Republic of China.

BAINBRIDGE COLBY	[SEAL]
VI KYUIN WELLINGTON KOO	[SEAL]

### ANNEX II

#### RULES

#### RULE I

Imports unenumerated in this Tariff will pay Duty at the rate of 5 per cent ad valorem; and the value upon which Duty is to be calculated shall be the wholesale market value of the goods in local currency. This market value when converted into Haikwan Taels shall be considered to be 12 per cent higher than the amount upon which Duty is to be calculated.

If the goods have been sold before presentation to the Customs of the Application to pay Duty, the gross amount of the bona fide contract will be accepted as evidence of the market value. Should the goods have been sold on c. f. and i. terms, that is to say, without inclusion in the price of Duty and other charges, such c. f. and i. price shall be taken as the value for Duty-paying purposes without the deduction mentioned in the preceding paragraph.

If the goods have not been sold before presentation to the Customs of the Application to pay Duty, and should a dispute arise between Customs and importer regarding the value or classification of goods, the case will be referred to a Board of Arbitration composed as follows:

An official of the Customs;

A merchant selected by the Consul of the importer; and

A merchant, differing in nationality from the importer, selected by the Senior Consul.

Questions regarding procedure, etc., which may arise during the sittings of the Board shall be decided by the majority. The final finding of the majority of the Board, which must be announced within fifteen days of the reference (not including holidays), will be binding upon both parties. Each of the two merchants on the Board will be entitled to a fee of ten Haikwan Taels. Should the Board sustain the Customs valuation, or, in the event of not sustaining that valuation, should it decide that the goods have been undervalued by the importer to the extent of not less than  $7\frac{1}{2}$  per cent., the importer will pay the fees; if otherwise, the fees will be paid by the Customs. Should the Board decide that the correct value of the goods is 20 per cent. (or more) higher than that upon which the importer originally claimed to pay Duty, the Customs authorities may retain possession of the goods until full Duty has been paid and may levy an additional Duty equal to four times the Duty sought to be evaded.

In all cases invoices, when available, must be produced if required by the Customs.

#### RULE II

The following will not be liable to Import Duty: Foreign Rice, Cereals, and Flour; Gold and Silver, both Bullion and Coin; Printed Books, Charts, Maps, Periodicals, and Newspapers.

A freight or part freight of Duty-free commodities (Gold and Silver Bullion and Foreign Coins excepted) will render the vessel carrying them, though no other cargo be on board, liable to Tonnage Dues.

Drawbacks will be issued for Ships' Stores and Bunker Coal when taken on board.

#### RULE III

Except at the requisition of the Chinese Government, or for sale to Chinese duly authorized to purchase them, Import trade is prohibited in all

Arms, Ammunition, and Munitions of War of every description. No Permit to land them will be issued until the Customs have proof that the necessary authority has been given to the importer. Infraction of this rule will be punishable by confiscation of all the goods concerned. The import of Salt is absolutely prohibited.

#### RULE IV

The importation of opium and poppy seeds is absolutely prohibited. The importation of the following articles is prohibited except under bond by qualified medical practitioners, druggists and chemists: Morphia and cocaine and hypodermic syringes; anti-opium pills containing morphia, opium or cocaine, novocaine, stovaine, heroin, thebaine, ghanja, hashish, bhang, Cannabis indica, tincture of opium, laudanum, codeine, dionin, and all other derivatives of opium and cocaine.

## TARIFF RELATIONS

*Treaty signed at Peking July 25, 1928, abrogating certain provisions of treaties of commerce and navigation; exchange of notes at Nanking February 6, 1929*

*Ratified by China November 30, 1928*

*Senate advice and consent to ratification February 11, 1929*

*Ratified by the President of the United States February 13, 1929*

*Ratifications exchanged at Washington February 20, 1929*

*Proclaimed by the President of the United States February 23, 1929*

*Entered into force June 20, 1929*

*Superseded November 30, 1948, by treaty of November 4, 1946*<sup>1</sup>

45 Stat. 2742; Treaty Series 773

### TREATY REGULATING TARIFF RELATIONS BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHINA

The United States of America and the Republic of China, both being animated by an earnest desire to maintain the good relations which happily subsist between the two countries, and wishing to extend and consolidate the commercial intercourse between them, have, for the purpose of negotiating a treaty designed to facilitate these objects, named as their Plenipotentiaries:

The President of the United States of America:

J. V. A. MacMurray, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to China;

and the Government Council of the Nationalist Government of the Republic of China:

T. V. Soong, Minister of Finance of the Nationalist Government of the Republic of China;

who, having met and duly exchanged their full powers, which have been found to be in proper form, have agreed upon the following treaty between the two countries:

#### ARTICLE I<sup>2</sup>

All provisions which appear in treaties hitherto concluded and in force between the United States of America and China relating to rates of duty

<sup>1</sup> TIAS 1871, *post*, p. 761.

<sup>2</sup> For an interpretation of art. I, see exchange of notes, p. 722.

on imports and exports of merchandise, drawbacks, transit dues and tonnage dues in China shall be annulled and become inoperative, and the principle of complete national tariff autonomy shall apply subject, however, to the condition that each of the High Contracting Parties shall enjoy in the territories of the other with respect to the above specified and any related matters treatment in no way discriminatory as compared with the treatment accorded to any other country.

The nationals of neither of the High Contracting Parties shall be compelled under any pretext whatever to pay within the territories of the other Party any duties, internal charges or taxes upon their importations and exportations other or higher than those paid by nationals of the country or by nationals of any other country.

The above provisions shall become effective on January 1, 1929, provided that the exchange of ratifications hereinafter provided shall have taken place by that date; otherwise, at a date four months subsequent to such exchange of ratifications.

## ARTICLE II

The English and Chinese texts of this Treaty have been carefully compared and verified; but, in the event of there being a difference of meaning between the two, the sense as expressed in the English text shall be held to prevail.

This treaty shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods, and the ratifications shall be exchanged in Washington as soon as possible.

In testimony whereof, we, the undersigned, by virtue of our respective powers have signed this Treaty in duplicate in the English and Chinese languages and have affixed our respective seals.

Done at Peiping, the 25th day of July, 1928, corresponding to the 25th day of the 7th month of the 17th year of the Republic of China.

J. V. A. MACMURRAY [SEAL]

TSE VEN SOONG [SEAL]

## EXCHANGE OF NOTES

*The Counselor of the American Legation to the Minister of Foreign Affairs*

NANKING

February 6, 1929

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## EXCELLENCY:

Referring to Article I of the treaty signed by Mr. T. V. Soong, Minister of Finance, on behalf of the National Government of the Republic of China and Mr. J. V. A. MacMurray, American Minister to China, on behalf of

the United States, at Peking, on July 25, 1928, I have the honor to state that it is the understanding of my Government that it was, and is, the intention of the High Contracting Parties to agree to the abrogation of certain provisions of existing treaties, namely, provisions relating expressly and specifically to rates of duty on imports and exports of merchandise, drawbacks, transit dues, and tonnage dues in China, and to provide that in relation to these matters neither of the High Contracting Parties shall in any way discriminate against the other or its nationals or articles grown, produced, or manufactured in its territories or imported or exported by its nationals as compared with treatment accorded to any other country or its nationals or to articles the growth, produce, or manufacture of any other country, it being the intention of the Contracting Parties that in relation to these matters there shall be complete, reciprocal, and unequivocal most favored nation treatment.

I have the honor to request an assurance on your part that this is also the National Government's understanding of the purport and intent of this treaty.

I avail myself of this opportunity to extend to Your Excellency the renewed assurance of my highest consideration.

MAHLON F. PERKINS  
*Counselor of Legation*

His Excellency  
Dr. C. T. WANG,  
*Minister for Foreign Affairs  
of the National Government  
Nanking.*

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*The Minister of Foreign Affairs to the Counselor of the American Legation*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

NANKING, *February 6, 1929*

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SIR:

I have the honor to acknowledge the receipt of your note of today's date, reading as follows:

[For text of U.S. note, see above.]

I hereby confirm that such is the National Government's understanding of the purport and intent of this treaty.

I avail myself of this opportunity to extend to you the renewed assurance of my high consideration.

CHENGTING T. WANG

MAHLON F. PERKINS, Esquire,  
*Counselor of the American Legation.*



## ARBITRATION

*Treaty signed at Washington June 27, 1930*

*Senate advice and consent to ratification December 10, 1930*

*Ratified by the President of the United States December 20, 1930*

*Ratified by China September 9, 1932*

*Ratifications exchanged at Washington December 15, 1932*

*Entered into force December 15, 1932*

*Proclaimed by the President of the United States December 20, 1932*

47 Stat. 2213; Treaty Series 857

The United States of America and the Republic of China,  
Determined to prevent so far as in their power lies any interruption in the peaceful relations now happily existing between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries:

The President of the United States of America:

Mr. Henry L. Stimson, Secretary of State of the United States of America;  
and

The President of the National Government of the Republic of China:

Mr. Chao-Chu Wu, Envoy Extraordinary and Minister Plenipotentiary of the Republic of China to the United States of America;

Who, having communicated to one another their full powers found to be in good and due form, have agreed upon and concluded the following articles:

### ARTICLE I

All differences relating to international matters in which the High Contracting Parties are concerned by virtue of a claim of right made by one

against the other under treaty or otherwise, which it has not been possible to adjust by diplomacy, which have not been adjusted as a result of reference to the Permanent International Commission constituted pursuant to the treaty signed at Washington September 15, 1914,<sup>1</sup> and which are justiciable in their nature by reason of being susceptible of decision by the application of the principles of law or equity, shall be submitted to the Permanent Court of Arbitration established at The Hague by the Convention of October 18, 1907,<sup>2</sup> or to some other competent tribunal, as shall be decided in each case by special agreement, which special agreement shall provide, if necessary, for the organization of such tribunal, shall define its powers, shall state the question or questions at issue, and shall 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 China in accordance with its constitutional law.

## 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 China in accordance with the Covenant of the League of Nations.

## ARTICLE III

The present treaty, in English, Chinese and French, 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 National Government of the Republic of China in accordance with Chinese constitutional law. The English and Chinese texts shall have equal force, but in case of divergence the French text shall prevail.

The ratifications shall be exchanged at Washington as soon as possible, and the treaty shall take effect on the date of the exchange of 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.

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<sup>1</sup> TS 619, *ante*, p. 711.

<sup>2</sup> TS 536, *ante*, vol. 1, p. 577.

In faith whereof, the respective Plenipotentiaries have signed this treaty, in duplicate, in the English, Chinese and French languages, and hereunto affixed their seals.

Done at Washington this 27th day of June, one thousand nine hundred and thirty, corresponding to the 27th day of the sixth month of the nineteenth year of the Republic of China.

HENRY L. STIMSON [SEAL]

CHAO-CHU WU [SEAL]

## CUSTOMS PRIVILEGES FOR CONSULAR OFFICERS

*Exchange of notes at Washington September 29 and December 16, 1930*

*Entered into force December 16, 1930*

Department of State files

*The Secretary of State to the Chinese Chargé d'Affaires ad interim*

SEPTEMBER 29, 1930

SIR:

Reference is made to Article D, Part I, of the Procedure for the Exemption from Duty of Articles for the Use of Diplomatic, Consular, and Other Officers Stationed in China, which reads as follows:

"If any country has enacted regulations restricting the remission of duty or freedom of entry of articles for official or personal use carried by Chinese ambassadors, ministers, charges d'affaires, officers of Chinese diplomatic missions, consuls, and trade commissioners abroad which differ from these, the official and personal effects of such country's diplomatic, consular and other officers in China shall be treated in accordance with the regulations of that country."

In reply to a note from the American Minister to China requesting an elucidation of Article D, the Chinese Minister for Foreign Affairs stated that if the customs procedure of any country with respect to foreign diplomatic and consular officers be more favorable than that of China the Chinese Government will reciprocate. This Government desires that American consular officers assigned to China be accorded the free importation privilege during their official residence, and after consultation with the appropriate authorities of this Government I have pleasure in informing you that, in addition to the free entry of baggage and effects upon arrival and return to their posts in this country after visits abroad which Chinese consular officers assigned to the United States already enjoy, effective at once, upon the request of the Chinese Legation in each instance, this Department will arrange for the free entry of articles imported for personal use during their official residence in the United States by Chinese consular officers who are

Chinese nationals and not engaged in any other business, and their families, with the understanding that no article the importation of which is prohibited by the laws of the United States shall be imported by them.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State:

W. R. CASTLE, JR.

Mr. YUNG KWAI,

*Chinese Chargé d'Affaires ad interim.*

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*The Chinese Minister to the Secretary of State*

CHINESE LEGATION

WASHINGTON

December 16, 1930

SIR:

Referring to previous correspondence concerning a reciprocal arrangement for according to American consular officers in China and Chinese consular officers in the United States the free importation privilege during their official residence, I have the honor to inform you under instructions from my Government that my Government is in complete accord with the American Government on the subject and that in consideration of similar privilege being accorded to Chinese consular officers in the United States instructions have been issued to the appropriate authorities at the various ports in China to admit to free entry articles imported for personal use during their official residence in China by American consular officers who are American nationals and not engaged in any other business, and their families, upon the request of the American Legation in each instance, with the understanding that no article the importation of which is prohibited by Chinese laws shall be imported by them.

Accept, Sir, the renewed assurances of my highest consideration.

CHAO-CHU WU

Honorable HENRY L. STIMSON,

*Secretary of State.*

## REDUCTION OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Nanking April 9, 1935, with supplementary notes  
of April 29 and May 8 and 10, 1935*

*Entered into force July 1, 1935*

*Superseded April 1, 1956, by agreement of December 20, 1955, and  
February 20, 1956<sup>1</sup>*

Department of State files

*The American Minister to the Acting Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
NANKING OFFICE  
*April 9, 1935*

### EXCELLENCY:

I have the honor to confirm in the following terms the tentative agreement reached as a result of discussions between the Ministry of Foreign Affairs and this Legation for reductions in the tariff of passport visa fees charged by the Governments of the Republic of China and of the United States:

1. The Government of the United States will from July 1, 1935, collect the following specified fees for visacing travel documents (but will collect no fee for the execution of an application for a visa) of nationals of China proceeding to the United States (including the insular possessions) who fall within the following categories:

(1) A government official, his family, attendants, servants, and employees; no fee.

(2) An alien visiting the United States temporarily as a tourist or temporarily for business or pleasure: \$2.50.

(3) An alien in continuous transit through the United States; no fee.

(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; no fee.

<sup>1</sup> 7 UST 585; TIAS 3539.

(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 (the payment of \$2 is collected for the visa of a crew list covering all the members of the crew. No separate visa is required for each member of the crew); \$2.

(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. (The wife and unmarried minor children who are accompanying the husband or father are covered by his visa; those who are following to join him must be covered by a separate visa); \$2.50.

2. The Government of China reciprocally will from July 1, 1935, collect fees in the following manner for visaeing the passports of nationals of the United States of corresponding categories as described above, who are proceeding to China including possessions:

- (1) For persons in category (1); no fee.
- (2) For persons in category (2); \$8 Chinese National Currency.
- (3) For persons in category (3); no fee.
- (4) For persons in category (4); no fee.
- (5) For crew lists in category (5); \$6.50 Chinese National Currency.
- (6) For persons in category (6); \$8 Chinese National Currency.

The above fees will be collected in Chinese National Currency or in the currency of the country where the visas are granted at the current rate of exchange.

3. The Government of China further agrees, in consideration of the privileges accorded Chinese residents of the United States to reenter the United States without visas for temporary visits to countries adjacent to the United States, that it will collect a fee of eight dollars Chinese National Currency, either in Chinese National Currency or in the currency of the country where the visas are granted, at the current rate of exchange, for visaeing the passports of nationals of the United States residing in China to reenter China from visits of not more than six months to countries adjacent to China, the visas issued in accordance with the provisions of this paragraph to be valid as specified in Article 4 for a period of twelve months and for any number of entries within that period.

4. The period of validity of a passport visa falling within any of the categories mentioned in Articles 1 and 2 (except in the case of a transit visa and a crew list visa which are valid for the particular journey involved) shall be 12 months from the date of the issuance of the visa and shall be valid for any number of visits during the validity of the visa provided the travel docu-



ment continues to be valid for this period. In the event the travel document expires sooner than 12 months from the date of issuance of the visa, the validity of the visa expires on the date of the expiration of such travel document.

5. Only one fee shall be charged for each passport visa falling within the terms of this agreement, provided that the travel document continues to be valid for the period of the visa and each visa shall cover the persons who may properly be included in the travel document and whose photographs are attached thereto.

6. The present agreement shall come into effect on July 1, 1935, and, unless sooner terminated by mutual agreement, shall continue in force until 90 days after notice through diplomatic channels of its termination shall have been given by either party.

I shall be glad to have your confirmation of the accord thus reached.

I avail myself of this opportunity to extend to Your Excellency the renewed assurance of my highest consideration.

For the American Minister:

WILLYS R. PECK  
*Counselor of Legation*

His Excellency

Mr. WANG CHAO-MING,  
*Acting Minister for Foreign Affairs,  
Nanking.*

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*The Minister of Foreign Affairs to the American Minister*

WAICHIAO PU  
NANKING  
*April 9, 1935*

EXCELLENCY:

In reply to your note of today's date I have the honor to inform you that the National Government agrees with the American Government on the plan with respect to visas for passports set forth in your note under acknowledgment, as follows:

[For text of U.S. note, see above.]

I avail myself of this opportunity to extend to Your Excellency the renewed assurance of my highest consideration.

WANGCHINGWEI

His Excellency

Mr. NELSON T. JOHNSON,  
*American Minister,  
Nanking.*

*The Second Secretary of the American Legation to the Political  
Vice Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
NANKING OFFICE  
April 29, 1935

MY DEAR MR. VICE MINISTER:

Let me refer to the recent agreement for reductions in the tariff of passport visa fees charged by the Government of the United States and the Government of China, which was embodied in an exchange of Notes between the American Legation and the Ministry of Foreign Affairs dated April 9, 1935, and particularly to Article 3 of the agreement which reads as follows:

3. The Government of China further agrees, in consideration of the privileges accorded Chinese residents of the United States to reenter the United States without visas from temporary visits to countries adjacent to the United States, that it will collect a fee of eight dollars Chinese National Currency, either in Chinese National Currency or in the currency of the country where the visas are granted, at the current rate of exchange, for visacing the passports of nationals of the United States residing in China to reenter China from visits of not more than six months to countries adjacent to China, the visas issued in accordance with the provisions of this paragraph to be valid as specified in Article 4 for a period of twelve months and for any number of entries within that period.

The American Legation at Peiping has received a telegraphic instruction from the Department of State at Washington, dated April 26, 1935, which states that under new regulations now being issued the following are the countries from which alien residents may return to the United States after temporary visits not exceeding six months and be readmitted into the United States without passports or visas:

Canada  
Newfoundland  
St. Pierre  
Miquelon  
Mexico

Cuba  
Haiti  
Dominican Republic  
Panama and the British, French, and Netherlands possessions in the West Indies.<sup>a</sup>

I am pleased to communicate to you, for the information of the Ministry of Foreign Affairs, this list of countries which the Department of State considers to be "adjacent to the United States" and, under instructions of the Legation, respectfully request that you kindly furnish me a list, for com-

<sup>a</sup> See also U.S. note dated May 8, 1935, p. 733.

munication to the Legation, of the countries which are considered by the Ministry to be "adjacent to China".

I am, my dear Mr. Vice Minister,

Very sincerely yours,

GEORGE ATCHESON, JR.,  
*Second Secretary of Legation.*

Dr. Hsu Mo,  
*Political Vice Minister for Foreign Affairs,  
Ministry of Foreign Affairs,  
Nanking.*

*The Director, Department of International Affairs of the Ministry for  
Foreign Affairs, to the Second Secretary of the American Legation*

NANKING  
May 8, 1935

DEAR MR. ATCHESON,

Referring to your letter dated April 29, 1935, addressed to Vice Minister Dr. Hsu Mo, I am directed to inform you that the following countries are considered by the Ministry to be "adjacent to China":

Hongkong  
French Indo-China  
Burma

Japan (including Korea and Formosa)  
Eastern Siberia.

Yours sincerely,

LOUIS NGAOSIANG TCHOU  
*Director  
Department of International Affairs*

MR. GEORGE ATCHESON, JR.,  
*Second Secretary,  
American Legation.*

*The Second Secretary of the American Legation to the Political Vice Minister  
of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
Nanking, May 10, 1935

MY DEAR MR. VICE MINISTER:

With reference to my letter of April 29, 1935, communicating to you a list of the countries which the Department of State considers to be "adjacent to the United States" in connection with the application of Article 3 of the visa

fee agreement of April 9, 1935, I write to inform you that the Legation has received a telegram from the Department, dated May 9, stating that Bermuda should be added to the countries named.

I am, my dear Mr. Vice Minister,

Very sincerely yours,

GEORGE ATCHESON, JR.

Dr. Hsu Mo,

*Political Vice Minister for Foreign Affairs,*

*Ministry of Foreign Affairs,*

*Nanking.*

## LEND-LEASE

*Agreement signed at Washington June 2, 1942*

*Entered into force June 2, 1942*

*Article V modified by agreement of June 14, 1946*<sup>1</sup>

*Supplemented by agreement of June 28, 1946*<sup>2</sup>

56 Stat. 1494; Executive Agreement Series 251

WHEREAS the Governments of the United States of America and the Republic of China declare that they are engaged in a cooperative undertaking, together with every other nation or people of like mind, to the end of laying the bases of a just and enduring world peace securing order under law to themselves and all nations;

AND WHEREAS the Governments of the United States of America and the Republic of China, as signatories of the Declaration by United Nations of January 1, 1942,<sup>3</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>4</sup>

AND WHEREAS the President of the United States of America has determined, pursuant to the Act of Congress of March 11, 1941,<sup>5</sup> that the defense of the Republic of China 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 Republic of China aid in resisting aggression;

AND WHEREAS it is expedient that the final determination of the terms and conditions upon which the Government of the Republic of China 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

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<sup>1</sup> TIAS 1533, *post*, p. 753.

<sup>2</sup> TIAS 1746, *post*, p. 758.

<sup>3</sup> EAS 236, *ante*, vol. 3, p. 697.

<sup>4</sup> EAS 236, *ante*, vol. 3, p. 686.

<sup>5</sup> 55 Stat. 31.

of America and the Republic of China and will promote the establishment and maintenance of world peace;

AND WHEREAS the Governments of the United States of America and the Republic of China 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 Republic of China 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 Republic of China with such defense articles, defense services, and defense information as the President of the United States of America shall authorize to be transferred or provided.

#### ARTICLE II

The Government of the Republic of China 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 Republic of China will not without the consent of the President of the United States of America transfer title to, or possession of, any defense article or defense information transferred to it under the Act of March 11, 1941 of the Congress of the United States of America or permit the use thereof by anyone not an officer, employee, or agent of the Government of the Republic of China.

#### ARTICLE IV

If, as a result of the transfer to the Government of the Republic of China 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 Republic of China will take such action or make such payment when requested to do so by the President of the United States of America.

ARTICLE V<sup>o</sup>

The Government of the Republic of China will return to the United States of America at the end of the present emergency, as determined by the President of the United States of America, such defense articles transferred under this Agreement as shall not have been destroyed, lost or consumed and as shall be determined by the President to be useful in the defense of the United States of America or of the Western Hemisphere or to be otherwise of use to the United States of America.

## ARTICLE VI

In the final determination of the benefits to be provided to the United States of America by the Government of the Republic of China full cognizance shall be taken of all property, services, information, facilities, or other benefits or considerations provided by the Government of the Republic of China 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 Republic of China 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 Republic of China, 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; to the reduction of tariffs and other trade barriers; and, in general, to the attainment of economic objectives identical with those 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.

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<sup>o</sup> For a modification of art. V, see agreement of June 14, 1946 (TIAS 1533), *post*, p. 754.



## 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 second day of June, 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 Republic of China

TSE VUNG SOONG [SEAL]

*Minister for Foreign Affairs*

*of China*

## RELINQUISHMENT OF EXTRATERRITORIAL RIGHTS AND REGULATION OF RELATED MATTERS

*Treaty and exchange of notes signed at Washington January 11, 1943*

*Ratified by China February 4, 1943*

*Senate advice and consent to ratification February 11, 1943*

*Ratified by the President of the United States May 4, 1943*

*Ratifications exchanged at Washington May 20, 1943*

*Entered into force May 20, 1943*

*Proclaimed by the President of the United States May 24, 1943*

57 Stat. 767; Treaty Series 984

### TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHINA FOR THE RELINQUISHMENT OF EXTRATERRITORIAL RIGHTS IN CHINA AND THE REGULATION OF RELATED MATTERS

The United States of America and the Republic of China, desirous of emphasizing the friendly relations which have long prevailed between their two peoples and of manifesting their common desire as equal and sovereign States that the high principles in the regulation of human affairs to which they are committed shall be made broadly effective, have resolved to conclude a treaty for the purpose of adjusting certain matters in the relations of the two countries, and have appointed as their Plenipotentiaries:

The President of the United States of America,  
Mr. Cordell Hull, Secretary of State of the United States of America,  
and

The President of the National Government of the Republic of China,  
Dr. Wei Tao-ming, Ambassador Extraordinary and Plenipotentiary of  
the Republic of China to the United States of America;

Who, having communicated to each other their full powers found to be in  
due form, have agreed upon the following articles:

#### ARTICLE I

All those provisions of treaties or agreements in force between the United  
States of America and the Republic of China which authorize the Govern-

ment of the United States of America or its representatives to exercise jurisdiction over nationals of the United States of America in the territory of the Republic of China are hereby abrogated. Nationals of the United States of America in such territory shall be subject to the jurisdiction of the Government of the Republic of China in accordance with the principles of international law and practice.

## ARTICLE II

The Government of the United States of America considers that the Final Protocol concluded at Peking on September 7, 1901, between the Chinese Government and other governments, including the Government of the United States of America,<sup>1</sup> should be terminated and agrees that the rights accorded to the Government of the United States of America under that Protocol and under agreements supplementary thereto shall cease.

The Government of the United States of America will cooperate with the Government of the Republic of China for the reaching of any necessary agreements with other governments concerned for the transfer to the Government of the Republic of China of the administration and control of the Diplomatic Quarter at Peiping, including the official assets and the official obligations of the Diplomatic Quarter, it being mutually understood that the Government of the Republic of China in taking over administration and control of the Diplomatic Quarter will make provision for the assumption and discharge of the official obligations and liabilities of the Diplomatic Quarter and for the recognition and protection of all legitimate rights therein.

The Government of the Republic of China hereby accords to the Government of the United States of America a continued right to use for official purposes the land which has been allocated to the Government of the United States of America in the Diplomatic Quarter in Peiping, on parts of which are located buildings belonging to the Government of the United States of America.

## ARTICLE III

The Government of the United States of America considers that the International Settlements at Shanghai and Amoy should revert to the administration and control of the Government of the Republic of China and agrees that the rights accorded to the Government of the United States of America in relation to those Settlements shall cease.

The Government of the United States of America will cooperate with the Government of the Republic of China for the reaching of any necessary agreements with other governments concerned for the transfer to the Government of the Republic of China of the administration and control of the International Settlements at Shanghai and Amoy, including the official assets and the official obligations of those Settlements, it being mutually understood that

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<sup>1</sup> TS 397, *ante*, vol. 1, p. 302.

the Government of the Republic of China in taking over administration and control of those Settlements will make provision for the assumption and discharge of the official obligations and liabilities of those Settlements and for the recognition and protection of all legitimate rights therein.

#### ARTICLE IV

In order to obviate any questions as to existing rights in respect of or as to existing titles to real property in territory of the Republic of China possessed by nationals (including corporations or associations), or by the Government, of the United States of America, particularly questions which might arise from the abrogation of the provisions of treaties or agreements as stipulated in Article I, it is agreed that such existing rights or titles shall be indefeasible and shall not be questioned upon any ground except upon proof, established through due process of law, of fraud or of fraudulent or other dishonest practices in the acquisition of such rights or titles, it being understood that no right or title shall be rendered invalid by virtue of any subsequent change in the official procedure through which it was acquired. It is also agreed that these rights or titles shall be subject to the laws and regulations of the Republic of China concerning taxation, national defense, and the right of eminent domain, and that no such rights or titles may be alienated to the government or nationals (including corporations or associations) of any third country without the express consent of the Government of the Republic of China.

It is also agreed that if it should be the desire of the Government of the Republic of China to replace, by new deeds of ownership, existing leases in perpetuity or other documentary evidence relating to real property held by nationals, or by the Government, of the United States of America, the replacement shall be made by the Chinese authorities without charges of any sort and the new deeds of ownership shall fully protect the holders of such leases or other documentary evidence and their legal heirs and assigns without diminution of their prior rights and interests, including the right of alienation.

It is further agreed that nationals or the Government of the United States of America shall not be required or asked by the Chinese authorities to make any payments of fees in connection with land transfers for or with relation to any period prior to the effective date of this treaty.

#### ARTICLE V

The Government of the United States of America having long accorded rights to nationals of the Republic of China within the territory of the United States of America to travel, reside and carry on trade throughout the whole extent of that territory, the Government of the Republic of China agrees to accord similar rights to nationals of the United States of America within the territory of the Republic of China. Each of the two Governments will endeavor to have accorded in territory under its jurisdiction to nationals of the

other country, in regard to all legal proceedings, and to matters relating to the administration of justice, and to the levying of taxes or requirements in connection therewith, treatment not less favorable than that accorded to its own nationals.

#### ARTICLE VI

The Government of the United States of America and the Government of the Republic of China mutually agree that the consular officers of each country, duly provided with exequaturs, shall be permitted to reside in such ports, places and cities as may be agreed upon. The consular officers of each country shall have the right to interview, to communicate with, and to advise nationals of their country within their consular districts; they shall be informed immediately whenever nationals of their country are under detention or arrest or in prison or are awaiting trial in their consular districts and they shall, upon notification to the appropriate authorities, be permitted to visit any such nationals; and, in general, the consular officers of each country shall be accorded the rights, privileges, and immunities enjoyed by consular officers under modern international usage.

It is likewise agreed that the nationals of each country, in the territory of the other country, shall have the right at all times to communicate with the consular officers of their country. Communications to their consular officers from nationals of each country who are under detention or arrest or in prison or are awaiting trial in the territory of the other country shall be forwarded to such consular officers by the local authorities.

#### ARTICLE VII

The Government of the United States of America and the Government of the Republic of China mutually agree that they will enter into negotiations for the conclusion of a comprehensive modern treaty of friendship, commerce, navigation and consular rights, upon the request of either Government or in any case within six months after the cessation of the hostilities in the war against the common enemies in which they are now engaged. The treaty to be thus negotiated will be based upon the principles of international law and practice as reflected in modern international procedures and in the modern treaties which the Government of the United States of America and the Government of the Republic of China respectively have in recent years concluded with other governments.

Pending the conclusion of a comprehensive treaty of the character referred to in the preceding paragraph, if any questions affecting the rights in territory of the Republic of China of nationals (including corporations or associations), or of the Government, of the United States of America should arise in future and if these questions are not covered by the present treaty, or by the provisions of existing treaties, conventions, or agreements between the Government of the United States of America and the Government of the Republic

lic of China not abrogated by or inconsistent with this treaty, such questions shall be discussed by representatives of the two Governments and shall be decided in accordance with generally accepted principles of international law and with modern international practice.

### ARTICLE VIII

The present treaty shall come into force on the day of the exchange of ratifications.

The present treaty shall be ratified, and the ratifications shall be exchanged at Washington as soon as possible.

Signed and sealed in the English and Chinese languages, both equally authentic, in duplicate, at Washington, this eleventh day of January, one thousand nine hundred forty-three, corresponding to the eleventh day of the first month of the thirty-second year of the Republic of China.

CORDELL HULL	[SEAL]
WEI TAO-MING	[SEAL]

### EXCHANGE OF NOTES

#### *The Chinese Ambassador to the Secretary of State*

CHINESE EMBASSY  
WASHINGTON  
*January 11, 1943*

#### EXCELLENCY:

Under instruction of my Government, I have the honor to state that in connection with the treaty signed today by the Government of the Republic of China and the Government of the United States of America, in which the Government of the United States of America relinquishes its extraterritorial and related special rights in China, it is the understanding of the Government of the Republic of China that the rights of the Government of the United States of America and of its nationals in regard to the systems of treaty ports and of special courts in the International Settlements at Shanghai and Amoy and in regard to the employment of foreign pilots in the ports of the territory of China are also relinquished. In the light of the abolition of treaty ports as such, it is understood that all coastal ports in the territory of the Republic of China which are normally open to American overseas merchant shipping will remain open to such shipping after the coming into effect of the present treaty and the accompanying exchange of notes.

It is mutually agreed that the merchant vessels of each country shall be permitted freely to come to the ports, places, and waters of the other country which are or may be open to overseas merchant shipping, and that the treatment accorded to such vessels in such ports, places, and waters shall be no less

favorable than that accorded to national vessels and shall be as favorable as that accorded to the vessels of any third country.

It is mutually understood that the Government of the United States of America relinquishes the special rights which vessels of the United States of America have been accorded with regard to the coasting trade and inland navigation in the waters of the Republic of China and that the Government of the Republic of China is prepared to take over any American properties that may have been engaged for those purposes and to pay adequate compensation therefor. Should either country accord the rights of inland navigation or coasting trade to vessels of any third country such rights would similarly be accorded to the vessels of the other country. The coasting trade and inland navigation of each country are excepted from the requirement of national treatment and are to be regulated according to the laws of each country in relation thereto. It is agreed, however, that vessels of either country shall enjoy within the territory of the other country with respect to the coasting trade and inland navigation treatment as favorable as that accorded to the vessels of any third country.

It is mutually understood that the Government of the United States of America relinquishes the special rights which naval vessels of the United States of America have been accorded in the waters of the Republic of China and that the Government of the Republic of China and the Government of the United States of America shall extend to each other the mutual courtesy of visits by their warships in accordance with international usage and comity.

It is mutually understood that questions which are not covered by the present treaty and exchange of notes and which may affect the sovereignty of the Republic of China shall be discussed by representatives of the two Governments and shall be decided in accordance with generally accepted principles of international law and with modern international practice.

With reference to Article IV of the treaty, the Government of the Republic of China hereby declares that the restriction on the right of alienation of existing rights or titles to real property referred to in that article will be applied by the Chinese authorities in an equitable manner and that if and when the Chinese Government declines to give assent to a proposed transfer the Chinese Government will, in a spirit of justice and with a view to precluding loss on the part of American nationals whose interests are affected, undertake, if the American party in interest so desires, to take over the right or title in question and to pay adequate compensation therefor.

It is mutually understood that the orders, decrees, judgments, decisions and other acts of the United States Court for China and of the Consular Courts of the United States of America in China shall be considered as *res judicata* and shall, when necessary, be enforced by the Chinese authorities. It is further understood that any cases pending before the United States Court for China and the Consular Courts of the United States of America in China at the time of the coming into effect of this treaty shall, if the



plaintiff or petitioner so desires, be remitted to the appropriate courts of the Government of the Republic of China which shall proceed as expeditiously as possible with their disposition and in so doing shall in so far as practicable apply the laws of the United States of America.

It is understood that these agreements and understandings if confirmed by Your Excellency's Government shall be considered as forming an integral part of the treaty signed today and shall be considered as effective upon the date of the entrance into force of that treaty.

I shall be much obliged if Your Excellency will confirm the foregoing.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

WEI TAO-MING

HONORABLE CORDELL HULL  
*Secretary of State*

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*The Secretary of State to the Chinese Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*January 11, 1943*

EXCELLENCY:

In connection with the treaty signed today between the Government of the United States of America and the Government of the Republic of China in which the Government of the United States of America relinquishes its extraterritorial and related special rights in China, I have the honor to acknowledge the receipt of your note of today's date reading as follows:

[For text of Chinese note, see above.]

I have the honor to confirm that the agreements and understandings which have been reached in connection with the treaty signed today by the Government of the United States of America and the Government of the Republic of China are as set forth in the above note from Your Excellency.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

CORDELL HULL

His Excellency  
Dr. WEI TAO-MING,  
*Ambassador of China.*

# JURISDICTION OVER CRIMINAL OFFENSES COMMITTED BY MEMBERS OF ARMED FORCES

*Exchange of notes at Chungking May 21, 1943*

*Entered into force May 21, 1943*

*Expired October 28, 1952<sup>1</sup>*

57 Stat. 1248; Executive Agreement Series 360

*The American Chargé d'Affaires ad interim to the Political Vice Minister  
in Charge of Ministerial Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Chungking, May 21, 1943*

## EXCELLENCY:

Confirming the understanding reached in the conversations which have taken place in Chungking between representatives of our two Governments, I have the honor to inform Your Excellency that it is the desire of the Government of the United States that the service courts and authorities of its military and naval forces shall during the continuance of the present conflict against our common enemies exercise exclusive jurisdiction over criminal offenses which may be committed in China by members of such forces.

If cases arise in which for special reasons the service authorities of the Government of the United States may prefer not to exercise the above jurisdiction, it is proposed that in any such case a written statement to that effect shall be sent to the Chinese Government through diplomatic channels, in which event it would be open to the Chinese authorities to assume jurisdiction.

Assurance is given that the service courts and authorities of the United States forces in China will be willing and able to try, and on conviction to punish, all criminal offenses which members of the United States forces may be alleged on sufficient evidence to have committed in China and that the United States authorities will be willing in principle to investigate and

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<sup>1</sup> Six months after entry into force of treaty of peace with Japan (3 UST 3169; TIAS 2490).

deal appropriately with any alleged criminal offenses committed by such forces in China which may be brought to their attention by the competent Chinese authorities or which the United States authorities may find have taken place.

Insofar as may be compatible with military security, the service authorities of the United States will conduct the trial of any member of the United States forces for an offense against a member of the civilian population promptly in open court in China and within a reasonable distance from the place where the offense is alleged to have been committed so that witnesses may not be required to travel great distances to attend the trial.

The competent United States authorities will be prepared to cooperate with the authorities of China in setting up a satisfactory procedure for affording such mutual assistance as may be required in making investigations and collecting evidence with respect to offenses alleged to have been committed by members of the armed forces of the United States. As a general rule it would probably be desirable that preliminary action should be taken by the Chinese authorities on behalf of the United States authorities where the witnesses or other persons from whom it is desired to obtain testimony are not members of the United States forces. In prosecutions in Chinese courts of persons who are not members of the United States forces, but where members of such forces are in any way concerned, the service authorities of the United States will be glad to render such assistance as is possible in obtaining testimony of members of such forces or in making appropriate investigations.

Inasmuch as the interests of our common cause will best be served by provision that the foregoing arrangement may be placed on a reciprocal basis, the Government of the United States will be ready to make like arrangements to ensure to such Chinese forces as may be stationed in territory under United States jurisdiction a position corresponding to that of the United States forces in China.

It is proposed that the foregoing arrangement shall be in effect during the present war and for a period of six months thereafter.

If the above arrangement is acceptable to the Chinese Government, this note and the reply thereto accepting the provisions outlined shall be regarded as placing on record the understanding between our two Governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

GEORGE ATCHESON, Jr.

His Excellency

Dr. K. C. Wu,

*Political Vice Minister in charge of Ministerial Affairs,  
Ministry of Foreign Affairs,  
Chungking.*

*The Political Vice Minister in Charge of Ministerial Affairs to the American  
Chargé d'Affaires ad interim*

MAY 21, 1943

MONSIEUR LE CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your Note of to-day's date reading as follows:

[For text of U.S. note, see above.]

I have the honor to inform you that I am authorized to confirm, on behalf of the National Government of the Republic of China, that the understanding arrived at between our respective Governments regarding jurisdiction over criminal offenses which may be committed by members of the United States armed forces in China, with a provision for placing the said understanding on a reciprocal basis to ensure to such Chinese forces as may be stationed in territory under United States jurisdiction a position corresponding to that of the United States forces in China, is as set forth in your Note under reply.

The present Note and your Note under reply will accordingly be regarded as placing this understanding on record.

I avail myself of this opportunity to renew to you the assurances of my high consideration.

KUO-CHENG WU

Mr. GEORGE ATCHESON, Jr.,  
*Chargé d'Affaires a.i.,*  
*American Embassy,*  
*Chungking.*

## MILITARY SERVICE

*Exchange of notes at Washington November 6, 1943, and May 11 and June 13, 1944*

*Entered into force June 13, 1944*

*Terminated March 31, 1947*<sup>1</sup>

58 Stat. 1442; Executive Agreement Series 426

*The Acting Secretary of State to the Chinese Ambassador*

DEPARTMENT OF STATE

WASHINGTON

November 6, 1943

### EXCELLENCY:

I have the honor to refer to conversations which have taken place between officers of the Chinese Embassy and of the Department of State with respect to the application of the United States Selective Training and Service Act of 1940, as amended,<sup>2</sup> to Chinese 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 would be 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 serve 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 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 Chinese nationals who have registered under the Selective Training

<sup>1</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

<sup>2</sup> 54 Stat. 885; 50 U.S.C. app.

and Service Act of 1940, as amended, to elect to serve in the forces of their own country, 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 prepared to afford to Chinese 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. Detailed arrangements for carrying out this agreement are to be worked out directly between the War Department and the Selective Service System on the part of the United States Government and the appropriate authorities of the Chinese Government. It should be understood, however, that in all cases a person exercising an option under the agreement must actually be accepted by the military authorities of his country.

Before the above-mentioned procedure will be made effective with regard to China, this Department wishes to receive a note stating that your 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 the Chinese Government to induce any person in the United States to enlist in the forces of that Government or any foreign government;

(b) Reciprocal treatment will be granted to American citizens by the Chinese Government; that is, prior to induction in the armed forces of China 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, the Chinese 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 these 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.

(c) No enlistments will be accepted in the United States by the Chinese 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 China 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:

G. HOWLAND SHAW

His Excellency

DR. WEI TAO-MING,

*Chinese Ambassador.*

*The Chinese Ambassador to the Secretary of State*CHINESE EMBASSY  
WASHINGTON

May 11, 1944

SIR:

I have the honor to refer to your note of November 6, 1943, concerning the application of the United States Selective Training and Service Act of 1940, as amended, to Chinese nationals resident in the United States, and the readiness of the United States Government to initiate a procedure which will permit Chinese nationals to elect to serve in the armed forces of China in lieu of service in the armed forces of the United States.

My Government has instructed me to inform you that it desires to avail itself of the procedure set out and agrees to the stipulations enumerated in paragraphs lettered (a), (b), and (c) of your note dated November 6, 1943.

On its part, however, my Government desires the concurrence of the United States Government in regard to the following:

(i) the United States Government will make the above procedure known to all Chinese nationals who are to be inducted, or who are already serving, in the armed forces of the United States,

(ii) Chinese nationals who avail themselves of the option to serve in the Armed Forces of China will be permitted to return to the United States upon the termination of honorable service, subject to the provisions of the Immigration Laws in effect at the time of their return.

I shall be glad to be informed regarding the administrative arrangements that are necessary for giving effect to the above agreement.

Accept, Sir, the renewed assurance of my highest consideration.

WEI TAO-MING

Honorable CORDELL HULL  
*Secretary of State*

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*The Secretary of State to the Chinese Ambassador*DEPARTMENT OF STATE  
WASHINGTON

June 13, 1944

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of May 11, 1944, in regard to the proposed military service agreement between China and the United States, and to inform you that the appropriate authorities of this Government have agreed in principle to the stipulations contained in that note.



The War Department has stated that it is prepared to notify all Chinese nationals who already may be serving in the armed forces of the United States of their opportunity to elect to serve in the armed forces of their own country in lieu of serving in the Army of the United States. However, the War Department has pointed out that, in implementing the details of this proposed agreement, necessity requires that transfers from United States troops in overseas theaters be limited to those instances where suitable Chinese troops are serving in the vicinity to which the individual could be assigned.

The Director of the Selective Service System states that under present Selective Service procedures each local board is requested to send Notice to Citizen of Allied Nation (Form 308) to the registrant. There are enclosed for your information specimen copies of Local Board Memoranda 129 and 129A, and Forms 221, 308, 502, and 503,<sup>a</sup> which are for use by aliens of co-belligerent nations who wish to elect to serve in the armed forces of their own country.

Lieutenant Colonel S. G. Parker of the National Headquarters, Selective Service System, and Major General Guy V. Henry, of the Inter-Allied Personnel Board of the War Department, will be available to discuss with Chinese military officials all details pertaining to the reciprocal arrangement.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:  
G. HOWLAND SHAW

Enclosures:

Copies of Local Board Memoranda  
129, 129A, and Forms 221, 308,  
502, 503.

His Excellency

Dr. WEI TAO-MING,  
*Chinese Ambassador.*

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<sup>a</sup> Not printed here.

## LEND-LEASE

*Agreement and schedule signed at Washington June 14, 1946  
Entered into force June 14, 1946; operative from September 2, 1945*

60 Stat. 1760; Treaties and Other  
International Acts Series 1533

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES AND THE REPUBLIC OF CHINA ON THE DISPOSITION OF LEND-LEASE SUPPLIES IN INVENTORY OR PROCUREMENT IN THE UNITED STATES

The Government of the United States and the Government of the Republic of China in order to provide for the orderly disposition in their mutual interests of the undelivered articles which, prior to the cessation of active military operations against the common enemy, were in inventory or procurement in the United States for the purpose of providing war aid to the Republic of China under the Act of Congress of March 11, 1941,<sup>1</sup> as amended, agree as follows:

#### ARTICLE I

All articles and services undertaken to be provided by the United States under this Agreement shall be made available under the authority and subject to the terms and conditions of the Act of Congress of March 11, 1941, as amended, and any acts supplementary thereto.

#### ARTICLE II

Within such periods as may be authorized by law, the United States undertakes to transfer to the Republic of China and the Republic of China agrees to accept, subject to the right of inspection referred to in Article V, those articles which are or will be available to the United States for transfer to the Republic of China out of articles in inventory or procurement which were requisitioned and contracted for prior to August 18, 1945 for the purpose of providing war aid to the Republic of China, but which were not transferred prior to 12:01 A.M., September 2, 1945.

The Republic of China undertakes to pay the United States in United States dollars, for the articles transferred to the Republic of China under this Article and for the cost of inland and ocean freight and other incidental

<sup>1</sup> 55 Stat. 31.

expenses, an amount to be determined as set forth in Schedule I, and interest thereon, according to the terms and conditions set out in that Schedule.

Schedule I, which is annexed hereto, is made a part of this Agreement.

### ARTICLE III

The Republic of China shall be released from its obligation to accept articles or services under the provisions of Article II upon payment to the United States of any net losses to the United States, including contract cancellation charges, resulting from the determination of the Republic of China not to accept such articles or services.

### ARTICLE IV

Within such period as may be authorized by law the Government of the United States undertakes to aid in the movement to the Republic of China of the articles provided under Article II by furnishing American flag shipping and related services so far as it is consistent with the national interest of the United States and the Republic of China agrees to pay the United States for such shipping and related services as may be made available under the provisions of this Article in an amount and on terms and conditions set forth in Schedule I.

### ARTICLE V

The Government of the United States will, in lieu of granting any warranty, express or implied, with respect to articles transferred to the Republic of China, assign to the Government of the Republic of China any assignable rights which it may have against the supplier, inland carriers or other private contracting agencies for breach of warranty, or any assignable claims for loss of or damage to articles prior to transfer to the Government of the Republic of China. The Government of the Republic of China shall have the right of inspection of articles at any mutually convenient point prior to transfer. The Government of the United States undertakes to use its best efforts to provide appropriate assistance to the Government of the Republic of China to effectuate a satisfactory settlement with the suppliers, inland carriers, or other private contracting agencies of any claims of the Government of the Republic of China covered by the aforesaid assignment.

The Government of the United States agrees that the provisions of Article V of the Mutual Aid Agreement of June 2, 1942,<sup>2</sup> shall not apply to supplies transferred to the Government of the Republic of China under the provisions of Article II of this Agreement.

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<sup>2</sup> EAS 251, *ante*, p. 737.

## ARTICLE VI

Nothing in this Agreement shall modify or otherwise affect the final determination, under the Act of March 11, 1941, as amended, and the Mutual Aid Agreement between the two Governments of June 2, 1942, of the terms and conditions upon which the Republic of China has received aid except for the articles and services made available under the provisions of this Agreement.

## ARTICLE VII

This Agreement shall take effect as from 12:01 A. M., September 2, 1945.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed the present Agreement in duplicate at Washington on the 14th day of June 1946.

For the Government of the United States

CHESTER T. LANE

*Deputy Foreign Liquidation Commissioner  
Department of State*

For the Government of the Republic of China

SHOU CHIN WANG

*Chairman of the Chinese Supply Commission*

## SCHEDULE I

It is agreed that the articles to be transferred and services to be rendered under this Agreement are in the following categories and that the approximate value thereof is in the amount shown in the following schedule:

Communications	
Transportation	\$32,000,000
Signal	150,000
Industry & Mining	2,675,000
Ordnance	
Arsenal	1,150,000
Industrial Equipment	5,500,000
Medical	20,000
Miscellaneous	5,000
Textiles	6,500,000
Inland Accessorial Expenses	3,600,000
Ocean Freight	7,300,000
	<hr/>
	\$58,900,000

Changes may be made in the categories and amount of articles to be transferred and services to be rendered by mutual agreement of the parties.

The terms and conditions upon which the said articles are to be transferred and services rendered by the Government of the United States to the Government of the Republic of China under the provisions of this Agreement are as follows:

A. The term "contract price" means the contract price f. o. b. point of origin, or in cases in which contracts are written on terms other than f. o. b. point of origin, the price computed by the United States f. o. b. point of origin, confirmed by proper documents, which is paid by the United States to the contractor. The contract price shall be evidenced by a specific contract in cases where specific contracts have been entered into by a United States Government procurement agency in pursuance of an approved requisition or other written request of the Republic of China or to fulfill offerings made by the United States to the Republic of China for the war programs of the Republic of China. In cases where articles so requested or offered are not procured on contracts placed by a United States Government procurement agency in part or in whole specifically for the Republic of China but are procured by a United States procurement agency on general supply contracts without specification of the particular ultimate recipient or recipients, the contract price shall be the estimated average contract price (as computed by the United States) f. o. b. point of origin paid by the United States Government procurement agency for similar articles.

B. Unless otherwise provided by mutual agreement, transfers of articles to the Republic of China shall take place immediately upon loading of the articles on board ocean vessels in a United States port and title and risk of loss with respect to articles shall pass upon transfer to the Republic of China; provided, that any article that shall not have been transferred to the Republic of China as above set forth prior to August 31, 1946 or 90 days following the time of notice to the Republic of China of the availability of the articles, whichever is later, shall be deemed to be transferred to the Republic of China upon such date and the Republic of China shall thereafter assume complete financial responsibility for the articles including risk of loss and arranging and paying for storage, insurance, maintenance, preservation and inland transportation and any other incidental expenses.

All articles made available shall be properly packed or prepared to meet the requirements of ocean shipping. The invoice delivered by the United States as certified by authorized officials of the Republic of China with respect to articles transferred under Article II shall be conclusive as to the cost of such articles.

C. The amount which the Republic of China shall pay the United States with respect to articles transferred under the provisions of Article II of this Agreement shall be the sum of the following items as set forth in sub-paragraphs (1), (2) and (3):

(1) The contract price of the articles. (2) 7.5 percent of the contract price to cover the cost of storage, inland transportation, inland accessorial charges, and port accessorial charges normally incurred by cargo in accordance with the custom of the port. (3) The actual cost of ocean freight for transporting such articles from United States port to a port in China.

Payment of the total amount, determined as set forth above, shall be made by the Government of the Republic of China to the Government of the United States on or before July 1, 1976 in thirty annual installments, the first of which shall become due and payable on July 1, 1947. The amount of each annual installment shall be computed by dividing the total amount less the amount of installments earlier becoming due by the number of installments yet to become due (including the installment being computed).

Nothing herein shall be construed to prevent the Government of the Republic of China from anticipating the payment of any of the installments, or any part thereof, set forth above.

If by agreement of both Governments, it is determined that, because of extraordinary and adverse economic conditions arising during the course of payment, the payment of a due installment would not be in the joint interest of the United States and the Republic of China, payment may be postponed for an agreed upon period.

Interest on the unpaid balance of the total amount determined as set forth above shall be paid by the Government of the Republic of China at a rate of 2¾% per annum accruing from July 1 next succeeding the date of transfer. Interest shall be payable annually, the first payment to be made July 1, 1947.

It is further agreed, however, that the terms of payment, including rate of interest, herein provided may be altered by mutual agreement at the time of the final settlement contemplated by Article VI hereof.

For the Government of the United States

CHESTER T. LANE

*Deputy Foreign Liquidation Commissioner  
Department of State*

For the Government of the Republic of China

SHOU CHIN WANG

*Chairman of the Chinese Supply Commission*

## LEND-LEASE

*Agreement signed at Washington June 28, 1946, supplementing agreement of June 2, 1942, as modified*

*Entered into force June 28, 1946*

*Provisions for naval assistance superseded by applicable provisions of agreement of December 8, 1947<sup>1</sup>*

61 Stat. 3895; Treaties and Other  
International Acts Series 1746

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA UNDER SECTION 3 (c) OF THE LEND-LEASE ACT

As parties signatory to the United Nations Declaration of January 1, 1942,<sup>2</sup> the Governments of the United States of America and the Republic of China have pledged themselves to employ their full resources, military and economic, against those nations with which they are at war.

The Government of the United States of America and the Government of the Republic of China in further implementation of their Mutual Aid Agreement of June 2, 1942,<sup>3</sup> desire to insure the continuing provision of defense articles, services and information for the Chinese armed forces, including equipment and training, during the period of reoccupation by the Republic of China of its areas occupied by the forces of Japan and of the disarmament and repatriation of Japanese forces remaining on Chinese territory, and during the period of occupation of Japan by the forces of the Republic of China, the United States of America and their allies.

Wherefore, the Government of the United States of America and the Government of the Republic of China agree as follows:

#### ARTICLE I

All aid undertaken to be provided by the Government of the United States of America under this Agreement shall be made available under the authority and subject to the terms and conditions of the Act of March 11, 1941,<sup>4</sup> as amended, and any appropriation acts thereunder.

<sup>1</sup> TIAS 1691, *post*, p. 816.

<sup>2</sup> EAS 236, *ante*, vol. 3, p. 697.

<sup>3</sup> EAS 251, *ante*, p. 735.

<sup>4</sup> 55 Stat. 31.



## ARTICLE II

The Government of the United States of America will continue after June 30, 1946 to supply the Government of the Republic of China with such defense articles, defense services and defense information as the President of the United States of America shall authorize to be supplied

(a) for the purpose of the reoccupation of China and the disarmament and repatriation of Japanese troops during a period of time ending on or before October 31, 1946, and in an amount not exceeding \$25,000,000 in terms of cost incurred by the Government of the United States of America,

(b) for the purposes of the occupation of Japan for the period of such occupation, but in no event after June 30, 1949, and in an amount determined by the Senior United States Commander in Japan to be necessary to supplement the articles, services and information available to the Chinese forces from the resources of the Republic of China, and

(c) for the purposes of training, in the United States and elsewhere, of members of the Chinese armed forces, including the so-called air, naval, ground and medical training programs, during the period of time required for the completion of such training but in no event after December 31, 1947, and in an amount not exceeding \$15,000,000 in terms of cost incurred by the Government of the United States of America,

subject to the provisions of Article III hereof.

## ARTICLE III

The appropriate price to be charged the Government of the Republic of China, as determined by the Government of the United States of America, for articles, services and information furnished to the Government of the Republic of China under Article II hereof shall be paid by the Government of the Republic of China to the Government of the United States of America upon presentation of bills therefor.

## ARTICLE IV

Transfers made under the authority of this Agreement shall in all respects be subject to the terms of Articles III and IV of the Agreement of June 2, 1942 between the Government of the United States and the Government of the Republic of China.

## ARTICLE V

Nothing in this Agreement shall modify or otherwise affect the final determination, under the Act of March 11, 1941, as amended, and the Mutual Aid Agreement between the two Governments of June 2, 1942, of the terms and conditions upon which the Republic of China has received aid except for the articles and services made available under the provisions of this Agreement.

## ARTICLE VI

This Agreement shall take effect on the date of signature.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed the present Agreement in duplicate at Washington on the 28th day of June 1946.

For the Government of the United States of America

CHESTER T. LANE

*Deputy Foreign Liquidation Commissioner  
Department of State*

For the Government of the Republic of China

SHOU CHIN WANG

*Chairman of the Chinese Supply Commission*

## FRIENDSHIP, COMMERCE, AND NAVIGATION

*Treaty and protocol signed at Nanking November 4, 1946*

*Ratified by China November 11, 1946*

*Senate advice and consent to ratification, with a reservation and understandings, June 2, 1948<sup>1</sup>*

*Ratified by the President of the United States, with a reservation and understandings, November 8, 1948<sup>1</sup>*

*Supplemented by exchanges of notes at Nanking November 29, 1948<sup>2</sup>*

*Ratifications exchanged at Nanking November 30, 1948*

*Entered into force November 30, 1948*

*Proclaimed by the President of the United States January 12, 1949*

*Modified by understanding of June 20 and July 28, 1951<sup>3</sup>*

63 Stat. 1299; Treaties and Other  
International Acts Series 1871

### TREATY OF FRIENDSHIP, COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHINA

The United States of America and the Republic of China, desirous of strengthening the bond of peace and the ties of friendship which have happily long prevailed between the two countries by arrangements designed to promote friendly intercourse between their respective territories through provisions responsive to the spiritual, cultural, economic and commercial aspira-

<sup>1</sup> The U.S. reservation and understandings read as follows:

"The Government of the United States of America does not accept Section 5 (c) of the Protocol relating to protection against translations of literary and artistic works, and with the understanding that United States interests in this respect will be interpreted in accordance with the provisions of the Treaty as to Commercial Relations signed at Shanghai, October 8, 1903 [TS 430, *ante*, p. 695], until further negotiations and agreement concerning translations are forthcoming. The United States stands ready to enter into immediate negotiations with China for further improvement in copyright relationships with particular emphasis upon the desire of the United States to afford protection of translations. The Senate is of the opinion that the protection of the author or literary and artistic property in the exclusive right to translate or authorize the translation of his works is of importance as a matter of justice to the author and is of equal importance as a means for assuring a true translation and faithful presentation for peoples who must receive it in a language other than the original. Under present day conditions, such protection is essential to promote effective diffusion of literary and artistic works and to encourage responsible industries engaged in the production of such works within a country.

"The Senate further understands that the Treaty does not obligate either party to extend most-favored-nation treatment with respect to copyright."

<sup>2</sup> TIAS 1871, *post*, p. 846.

<sup>3</sup> Not printed. The Chinese Ambassador in his note of July 28, 1951 to the Secretary of State acquiesced in the application of controls by the United States Government to

*Footnote continued on p. 762—*

tions of the peoples thereof, have resolved to conclude a Treaty of Friendship, Commerce and Navigation, and for that purpose have appointed as their Plenipotentiaries,

The President of the United States of America:

Dr. J. Leighton Stuart, Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of China, and

Mr. Robert Lacy Smyth, Special Commissioner and Consul General of the United States of America at Tientsin; and,

The President of the National Government of the Republic of China:

Dr. Wang Shih-chieh, Minister for Foreign Affairs of the Republic of China, and

Dr. Wang Hua-cheng, Director of the Treaty Department of the Ministry of Foreign Affairs of the Republic of China;

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following Articles:

#### ARTICLE I

1. There shall be constant peace and firm and lasting friendship between the United States of America and the Republic of China.

2. The Government of each High Contracting Party shall have the right to send to the Government of the other High Contracting Party duly accredited diplomatic representatives, who shall be received and, upon the basis of reciprocity, shall enjoy in the territories of such other High Contracting Party the rights, privileges, exemptions and immunities accorded under generally recognized principles of international law.

#### ARTICLE II <sup>4</sup>

1. The nationals of either High Contracting Party shall be permitted to enter the territories of the other High Contracting Party, and shall be permitted to reside, travel and carry on trade throughout the whole extent of such territories. In the enjoyment of the right to reside and travel, the nationals of either High Contracting Party shall be subject, within the territories of the other High Contracting Party, to the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities, provided that they shall not be subject to unreasonable interference and that they shall not be required to apply for or carry any travel documents, other than (a) valid passports or (b) other documents of identification issued by the competent authorities of their respective countries.

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areas of China under Communist control. The Acting Legal Adviser of the Department of State, in a letter of March 15, 1965 to the Assistant Attorney General, noted that certain provisions of the treaty of November 4, 1946 were considered suspended with respect to areas of China not under control of the National Government of the Republic of China.

<sup>4</sup> See also protocol, p. 785.

2. The nationals of either High Contracting Party shall, throughout the whole extent of the territories of the other High Contracting Party, be permitted, without interference, to engage in and to carry on commercial, manufacturing, processing, scientific, educational, religious and philanthropic activities not forbidden by the laws and regulations enforced by the duly constituted authorities; to engage in every profession not reserved exclusively to nationals of the country; to acquire, hold, erect or lease, and occupy appropriate buildings, and to lease appropriate lands, for residential, commercial, manufacturing, processing, professional, scientific, educational, religious, philanthropic and mortuary purposes; to employ agents or employees of their choice regardless of nationality; to do anything incidental to or necessary for the enjoyment of any such rights and privileges; and to exercise all these rights and privileges upon the same terms as nationals of such other High Contracting Party in conformity with the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities.

3. The nationals of either High Contracting Party shall not in any case, in the enjoyment of the rights and privileges provided by paragraphs 1 and 2 of this Article, receive treatment with respect to such rights and privileges less favorable than the treatment which is or may hereafter be accorded to the nationals of any third country.

4. Nothing in this Treaty shall be construed to affect existing statutes of either High Contracting Party in relation to immigration or the right of either High Contracting Party to enact statutes relating to immigration; provided, however, that nothing in this paragraph shall prevent the nationals of either High Contracting Party from entering, traveling and residing in the territories of the other High Contracting Party in order to carry on trade between the United States of America and the Republic of China, or to engage in any commercial activity related thereto or connected therewith, upon terms as favorable as are or may hereafter be accorded to the nationals of any third country entering, traveling and residing in such territories in order to carry on trade between such other High Contracting Party and such third country or to engage in commercial activity related to or connected with such trade; and provided further that nothing in the provisions of Section 3 of the Immigration Act of the United States of America dated February 5, 1917,<sup>5</sup> which delimit certain geographical zones for the purpose of restricting immigration, shall be construed as preventing admission into the United States of Chinese persons and persons of Chinese descent.

### ARTICLE III

1. As used in this Treaty the term "corporations and associations" shall mean corporations, companies, partnerships and other associations, whether or not with limited liability and whether or not for pecuniary profit, which

<sup>5</sup> 39 Stat. 874.

have been or may hereafter be created or organized under the applicable laws and regulations enforced by the duly constituted authorities.

2. Corporations and associations created or organized under the applicable laws and regulations enforced by the duly constituted authorities within the territories of either High Contracting Party shall be deemed to be corporations and associations of such High Contracting Party and shall have their juridical status recognized within the territories of the other High Contracting Party, whether or not they have a permanent establishment, branch or agency therein. Corporations and associations of either High Contracting Party shall have the right to establish their branch offices in the territories of the other High Contracting Party and to fulfill their functions therein after they have complied with requirements of admission not inconsistent with the provisions of the following paragraph, provided that the right to exercise such functions is accorded by this Treaty or the exercise of such functions is otherwise consistent with the laws and regulations of such other High Contracting Party.

3. The High Contracting Parties, adhering generally to the principle of national treatment with respect to the matters enumerated in this paragraph, agree that corporations and associations of either High Contracting Party shall be permitted, throughout the whole extent of the territories of the other High Contracting Party, in conformity with the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities, to engage in and carry on commercial, manufacturing, processing, financial, scientific, educational, religious and philanthropic activities; to acquire, hold, erect or lease, and occupy appropriate buildings, and to lease appropriate lands, for commercial, manufacturing, processing, financial, scientific, educational, religious and philanthropic purposes; to employ agents or employees of their choice regardless of nationality; to do anything incidental to or necessary for the enjoyment of such rights and privileges; and to exercise all these rights and privileges, without interference, upon the same terms as corporations and associations of such other High Contracting Party unless otherwise provided by the laws of that High Contracting Party. The preceding sentence, and all other provisions of this Treaty according to corporations and associations of the Republic of China rights and privileges upon the same terms as corporations and associations of the United States of America, shall be construed as according such rights and privileges, in any state, territory or possession of the United States of America, upon the same terms as such rights and privileges are or may hereafter be accorded therein to corporations and associations created or organized in other states, territories or possessions of the United States of America.

4. Corporations and associations of either High Contracting Party shall not in any case, in the enjoyment of the rights and privileges provided by this Article, receive treatment with respect to such rights and privileges less favorable than the treatment which is or may hereafter be accorded to corporations and associations of any third country.

## ARTICLE IV

1. The nationals, corporations and associations of either High Contracting Party shall enjoy, throughout the territories of the other High Contracting Party, rights and privileges with respect to organization of and participation in corporations and associations of such other High Contracting Party, including the enjoyment of rights with respect to promotion and incorporation, the purchase, ownership and sale of shares and, in the case of nationals, the holding of executive and official positions, in conformity with the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities, upon the same terms as nationals, corporations and associations of any third country. Corporations and associations of either High Contracting Party, organized or participated in by nationals, corporations and associations of the other High Contracting Party pursuant to the rights and privileges enumerated in this paragraph shall be permitted to exercise the functions for which they are created or organized, in conformity with the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities, upon the same terms as corporations and associations that are similarly organized or participated in by nationals, corporations and associations of any third country. With respect to the ownership of stock by nationals, corporations and associations of either High Contracting Party in corporations and associations of the other High Contracting Party engaged in mining on public lands of such other High Contracting Party, neither High Contracting Party shall be obligated by the provisions of this paragraph to accord rights and privileges greater than those which its nationals, corporations and associations receive from the other High Contracting Party.

2. The nationals, corporations and associations of either High Contracting Party shall enjoy, throughout the territories of the other High Contracting Party, and in conformity with the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities, the right to organize and participate in, including the right to control and manage, corporations and associations of such other High Contracting Party for engaging in commercial, manufacturing, processing, scientific, educational, religious and philanthropic activities; provided, however, that neither High Contracting Party shall be obligated to accord within its territories to the nationals, corporations and associations of the other High Contracting Party, treatment with respect to such organization and participation, including the right to control and manage, as favorable as that which is or may hereafter be accorded to its own nationals, corporations and associations.

3. Corporations and associations of either High Contracting Party organized and participated in, including those controlled and those managed, by nationals, corporations and associations of the other High Contracting



Party pursuant to the rights and privileges enumerated in the preceding paragraph shall be permitted to engage in and carry on such commercial, manufacturing, processing, scientific, educational, religious and philanthropic activities within the territories of the High Contracting Party under the laws of which they are organized upon the same terms as corporations and associations of such High Contracting Party organized and participated in, including those controlled and those managed, by its own nationals, corporations and associations, in conformity with the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities.

#### ARTICLE V<sup>6</sup>

Should either High Contracting Party hereafter accord rights in respect of exploration for and exploitation of mineral resources in its territories to nationals, corporations or associations of any third country, such rights shall be accorded to nationals, corporations or associations of the other High Contracting Party, in conformity with the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities.

#### ARTICLE VI

1. Throughout the whole extent of the territories of each High Contracting Party the nationals of the other High Contracting Party shall receive the most constant protection and security for their persons and property, and shall enjoy in this respect the full protection and security required by international law. To these ends, persons accused of crime shall be brought to trial promptly, and shall enjoy all the rights and privileges which are or may hereafter be accorded by the laws and regulations enforced by the duly constituted authorities; and nationals of either High Contracting Party, while within the custody of the authorities of the other High Contracting Party, shall receive reasonable and humane treatment. In so far as the term "nationals" where used in this paragraph is applicable in relation to property it shall be construed to include corporations and associations.

2. The property of nationals, corporations and associations of either High Contracting Party shall not be taken within the territories of the other High Contracting Party without due process of law and without the prompt payment of just and effective compensation. The recipient of such compensation shall, in conformity with such applicable laws and regulations as are not inconsistent with paragraph 3 of Article XIX of this Treaty, be permitted without interference to withdraw the compensation by obtaining foreign exchange, in the currency of the High Contracting Party of which such recipient is a national, corporation or association, upon the most favorable terms applicable to such currency at the time application therefor is filed,

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<sup>6</sup> See also protocol, p. 785.

provided application is made within one year after receipt of the compensation to which it relates. The High Contracting Party allowing such withdrawal reserves the right, if it deems necessary, to allow such withdrawal in reasonable instalments over a period not to exceed three years.

3. The nationals, corporations and associations of either High Contracting Party shall throughout the territories of the other High Contracting Party receive protection and security with respect to the matters enumerated in paragraphs 1 and 2 of this Article, upon compliance with the laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities, no less than the protection and security which is or may hereafter be accorded to the nationals, corporations and associations of such other High Contracting Party and no less than that which is or may hereafter be accorded to the nationals, corporations and associations of any third country.

4. The nationals, corporations and associations of either High Contracting Party shall enjoy freedom of access to the courts of justice and to administrative tribunals and agencies in the territories of the other High Contracting Party, in all degrees of jurisdiction established by law, both in pursuit and in defense of their rights; shall be at liberty to choose and employ lawyers, interpreters and representatives in the prosecution and defense of their rights before such courts, tribunals and agencies; and shall be permitted to exercise all these rights and privileges, in conformity with the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities, on terms no less favorable than the terms which are or may hereafter be accorded to the nationals, corporations and associations of such other High Contracting Party and no less favorable than are or may hereafter be accorded to the nationals, corporations and associations of any third country. Moreover, corporations and associations of either High Contracting Party which do not have a permanent establishment, branch or agency within the territories of the other High Contracting Party shall be permitted to exercise the rights and privileges accorded by the preceding sentence upon the filing, at any time prior to appearance before such courts, tribunals or agencies, of reasonable particulars required by the laws and regulations of such other High Contracting Party without any requirement of registration or domestication. In the case of any controversy susceptible of settlement by arbitration, which involves nationals, corporations or associations of both High Contracting Parties and is covered by a written agreement for arbitration, such agreement shall be accorded full faith and credit by the courts within the territories of each High Contracting Party, and the award or decision of the arbitrators shall be accorded full faith and credit by the courts within the territories of the High Contracting Party in which it was rendered, provided the arbitration proceedings were conducted in good faith and in conformity with the agreement for arbitration.

## ARTICLE VII

The dwellings, warehouses, factories, shops, and other places of business, and all premises thereto appertaining, of the nationals, corporations and associations of either High Contracting Party, located in the territories of the other High Contracting Party, shall not be subject to unlawful entry or molestation. There shall not be made any visit to, or any search of, any such dwellings, buildings or premises, nor shall any books, papers or accounts therein be examined or inspected, except under conditions and in conformity with procedures no less favorable than the conditions and procedures prescribed for nationals, corporations and associations of such other High Contracting Party under laws and regulations enforced by the duly constituted authorities within the territories thereof. In no case shall the nationals, corporations or associations of either High Contracting Party in the territories of the other High Contracting Party be treated less favorably with respect to the foregoing matters than the nationals, corporations or associations of any third country. Any visit, search, examination or inspection which may be permissible under the exception stated in this Article shall be made with due regard for, and in such a way as to cause the least possible interference with, the occupants of such dwellings, buildings or premises or the ordinary conduct of any business or other enterprise.

ARTICLE VIII <sup>7</sup>

1. The nationals, corporations and associations of either High Contracting Party shall be permitted to acquire, hold and dispose of real and other immovable property throughout the territories of the other High Contracting Party subject to the conditions and requirements as prescribed by the laws and regulations of such other High Contracting Party, and, subject to the provisions of the succeeding sentence, the treatment accorded to such nationals, corporations and associations shall not be less favorable than that accorded to nationals, corporations and associations of any third country. In the case of any state, territory or possession of the United States of America which does not now or does not hereafter permit the nationals, corporations and associations of the Republic of China to acquire, hold or dispose of real and other immovable property upon the same terms as nationals, corporations and associations of the United States of America, the provisions of the preceding sentence shall not apply. In that case, the Republic of China shall not be obligated to accord to nationals of the United States of America domiciled in, and to corporations and associations of the United States of America created or organized under the laws of, such state, territory or possession treatment more favorable than the treatment which is or may hereafter be accorded within such state, territory or possession to nationals, corporations and associations of the Republic of China.

<sup>7</sup> See also protocol, p. 785.

2. If a national, corporation or association of either High Contracting Party, whether or not resident and whether or not engaged in business or other activities within the territories of the other High Contracting Party, is on account of alienage prevented by the applicable laws and regulations within such territories from succeeding as devisee, or as heir in the case of a national, to real or other immovable property situated therein, or to interests in such property, then such national, corporation or association shall be allowed a term of three years in which to sell such property or interest, this term to be reasonably prolonged if circumstances render it necessary. The transmission or receipt of such property shall be exempt from the payment of any estate, succession, probate or administrative taxes or charges other or higher than those now or hereafter imposed in like cases upon the nationals, corporations or associations of the High Contracting Party in whose territory the property is or the interests therein are situated. Moreover, such devisee or heir shall, in conformity with such applicable laws and regulations as are not inconsistent with paragraph 3 of Article XIX, be permitted without interference to withdraw the proceeds of the sale of such property, by obtaining foreign exchange, in the currency of the High Contracting Party of which the devisee is a national, corporation or association, or of which the heir is a national, during a period not in excess of three years after application therefor, upon the most favorable terms applicable to such currency at the time application for the withdrawal of such proceeds is filed, provided such application is made within one year after receipt of the proceeds of sale to which it relates.

3. Nothing in paragraphs 1 and 2 of this Article shall modify or supersede Article IV of the Treaty of January 11, 1943,<sup>8</sup> between the United States of America and the Republic of China for the Relinquishment of Extraterritorial Rights in China and the Regulation of Related Matters or the paragraph relating to that Article in the exchange of notes accompanying that Treaty.

4. The nationals of either High Contracting Party shall have full power to dispose of personal property of every kind anywhere within the territories of the other High Contracting Party, by testament, donation or otherwise and their heirs, legatees or donees, being persons of whatever nationality or corporations or associations wherever created or organized, whether resident or non-resident and whether or not engaged in business within the territories of the High Contracting Party where such property is situated, shall succeed to such property, and shall be permitted to take possession thereof, either by themselves or by others acting for them, and to retain or dispose of it at their pleasure, exempt from any restrictions, taxes or charges other or higher than those to which the heirs, legatees or donees of nationals of such other High Contracting Party are or may hereafter be subject in like cases. The nationals, corporations and associations of either High Contracting Party shall be per-

<sup>8</sup> TS 984, *ante*, p. 739.

mitted to succeed, as heirs, legatees and donees, to personal property of every kind within the territories of the other High Contracting Party, left or given to them by nationals of such other High Contracting Party or by nationals of any third country, and shall be permitted to take possession thereof, either by themselves or by others acting for them, and to retain or dispose of it at their pleasure, exempt from any restrictions, taxes or charges other or higher than those to which the nationals, corporations and associations of such other High Contracting Party are or may hereafter be subject in like cases. Nothing in this paragraph shall be construed to affect the laws and regulations of either High Contracting Party prohibiting or restricting the direct or indirect ownership by aliens or foreign corporations and associations of the shares in, or instruments of indebtedness of, corporations and associations of such High Contracting Party carrying on particular types of activities.

5. The nationals, corporations and associations of either High Contracting Party shall, subject to the exception in paragraph 2 of Article X, receive treatment, in respect of all matters which relate to the acquisition, holding, leasing, possession or disposition of personal property, no less favorable than the treatment which is or may hereafter be received by nationals, corporations and associations of any third country.

#### ARTICLE IX<sup>9</sup>

The nationals, corporations and associations of either High Contracting Party shall be accorded within the territory of the other High Contracting Party effective protection in the exclusive use of inventions, trademarks and trade names, upon compliance with the applicable laws and regulations, if any, respecting registration and other formalities which are or may hereafter be enforced by the duly constituted authorities; unauthorized manufacture, use or sale of such inventions, or imitation or falsification of such trademarks and trade names, shall be prohibited, and effective remedy therefor shall be provided by civil action. The nationals, corporations and associations of either High Contracting Party shall be accorded throughout the territory of the other High Contracting Party effective protection in the enjoyment of rights with respect to their literary and artistic works, upon compliance with the applicable laws and regulations, if any, respecting registration and other formalities which are or may hereafter be enforced by the duly constituted authorities; unauthorized reproduction, sale, diffusion or use of such literary and artistic works shall be prohibited, and effective remedy therefor shall be provided by civil action. In any case, the nationals, corporations and associations of either High Contracting Party shall enjoy, throughout the territories of the other High Contracting Party, all rights and privileges of whatever nature in regard to copyrights, patents, trademarks, trade names, and other literary, artistic and industrial property, upon compliance with the

<sup>9</sup> See also protocol, p. 785.

applicable laws and regulations, if any, respecting registration and other formalities which are or may hereafter be enforced by the duly constituted authorities, upon terms no less favorable than are or may hereafter be accorded to the nationals, corporations and associations of such other High Contracting Party, and, in regard to patents, trademarks, trade names and other industrial property, upon terms no less favorable than are or may hereafter be accorded to the nationals, corporations and associations of any third country.

#### ARTICLE X

1. The nationals of either High Contracting Party residing within the territories of the other High Contracting Party, and the nationals, corporations and associations of either High Contracting Party engaged in business or in scientific, educational, religious or philanthropic activities within the territories of the other High Contracting Party, shall not be subject to the payment of any internal taxes, fees or charges other or higher than those which are or may hereafter be imposed by laws and regulations enforced by the duly constituted authorities upon the nationals, corporations and associations of such other High Contracting Party. Moreover, in the case of corporations and associations specified in the preceding sentence, such taxes, fees or charges shall not be imposed upon or measured by any income, property, capital or other criterion of measurement in excess of that reasonably allocable or apportionable to the territories of such other High Contracting Party.

2. The nationals, corporations and associations of either High Contracting Party shall not be subject to the payment of any internal taxes, fees or charges imposed by laws and regulations enforced by the duly constituted authorities within the territories of the other High Contracting Party other or higher than those which are or may hereafter be imposed upon the nationals, residents, corporations and associations of any third country, except that the foregoing provisions of this paragraph shall not apply to any advantage in respect of internal taxes, fees or charges which is or may hereafter be granted to the nationals, residents, corporations or associations of any third country, either (a) pursuant to legislation extending the same advantage to all countries, or to the nationals, residents, corporations or associations thereof, on the basis of reciprocity, or (b) in a treaty or other agreement concluded with such third country for the avoidance of double taxation or the mutual protection of revenue.

#### ARTICLE XI

Commercial travelers representing manufacturers, merchants and traders domiciled in the territories of either High Contracting Party shall, on their entry into and sojourn in the territories of the other High Contracting Party and on their departure therefrom, be accorded treatment no less favorable



than the treatment which is or may hereafter be accorded to commercial travelers of any third country in respect of customs and other privileges and, subject to the exception in paragraph 2 of Article X, in respect of all taxes and charges of whatever denomination applicable to them or to their samples.

#### ARTICLE XII

1. The nationals of either High Contracting Party shall, throughout the territories of the other High Contracting Party, be permitted to exercise liberty of conscience and freedom of worship and to establish schools for the education of their children, and they may, whether individually, collectively or in religious or educational corporations or associations, and without annoyance or molestation of any kind by reason of their religious belief or otherwise, conduct religious services and give religious or other instruction, either within their own houses or within any other appropriate buildings, provided that their religious and educational activities are not contrary to public morals and that their educational activities are conducted in conformity with the applicable laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities.

2. The nationals of either High Contracting Party shall be permitted within the territories of the other High Contracting Party to bury their dead according to their religious customs in suitable and convenient places which are or may hereafter be established and maintained for the purpose, subject to the mortuary and sanitary laws and regulations, if any, which are or may hereafter be enforced by the duly constituted authorities.

3. Places of worship and cemeteries shall be held in respect and free from disturbance or profanation.

#### ARTICLE XIII

With respect to that form of protection granted within the territories of either High Contracting Party by the applicable laws establishing civil liability for bodily injuries or for death, and giving to relatives or heirs or dependents of an injured person a right of action or a pecuniary compensation, such relatives or heirs or dependents of the injured person, himself a national of either High Contracting Party and injured within any of the territories of the other High Contracting Party, shall, regardless of their alienage or residence outside of the territory where the injury occurred, enjoy the same rights and privileges as are or may hereafter be granted under like conditions to nationals of such other High Contracting Party.

#### ARTICLE XIV

1. The nationals of each High Contracting Party shall be exempt from compulsory military or naval training or service under the jurisdiction of the other High Contracting Party, and shall also be exempt from all contributions in money or in kind imposed in lieu thereof.



2. During any period of time when both of the High Contracting Parties are, through military or naval action in connection with which there is general compulsory military or naval service, (a) enforcing measures against the same third country or countries in pursuance of obligations for the maintenance of international peace and security, or (b) concurrently conducting hostilities against the same third country or countries, provisions of paragraph 1 of this Article shall not apply. However, in such an event the nationals of either High Contracting Party in the territory of the other High Contracting Party, who have not declared their intention to acquire the nationality of such other High Contracting Party, shall be exempt from military or naval service under the jurisdiction of such other High Contracting Party if within a reasonable time prior to their induction for such service they elect, in lieu of such service, to enter the military or naval service of the High Contracting Party of which they are nationals. In any such situation the High Contracting Parties will make the necessary arrangements for giving effect to the provisions of this paragraph.

3. Nothing in this Article shall be construed to affect the right of either High Contracting Party to debar from acquiring its citizenship any person who seeks and obtains exemption in accordance with the provisions of paragraph 1 or 2 of this Article.

#### ARTICLE XV<sup>10</sup>

The High Contracting Parties reaffirm their adherence to a program of purposes and policies, open to participation by all other countries of like mind, designed to bring about an expansion of international trade on a broad basis, and directed to the elimination of all forms of discriminatory treatment and monopolistic restrictions in international commerce.

#### ARTICLE XVI

1. In all matters relating to (a) customs duties and subsidiary charges of every kind imposed on imports or exports and the method of levying such duties and charges, (b) the rules, formalities, and charges imposed in connection with the clearing of articles through the customs, and (c) the taxation, sale, distribution or use within the country of imported articles and of articles intended for exportation, each High Contracting Party shall accord to articles the growth, produce or manufacture of the other High Contracting Party, from whatever place arriving, or to articles destined for exportation to the territories of such other High Contracting Party, by whatever route, treatment no less favorable than the treatment which is or may hereafter be accorded to like articles the growth, produce or manufacture of, or destined for, any third country. If the Government of either High Contracting Party requires documentary proof of origin of imported articles, the requirements

<sup>10</sup> See also exchange of notes dated Nov. 29, 1948 (TIAS 1871), *post*, p. 816.

imposed therefor shall be reasonable and shall not be such as to constitute an unnecessary hindrance to indirect trade.

2. With respect to the matters referred to in paragraph 1 of this Article, the nationals, corporations and associations, vessels and cargoes of either High Contracting Party shall be accorded, within the territories of the other High Contracting Party, treatment no less favorable than is or may hereafter be accorded to the nationals, corporations and associations, vessels and cargoes of any third country. In all matters relating to (a) customs duties and subsidiary charges of every kind imposed on imports or exports and the method of levying such duties and charges, (b) the rules, formalities, and charges imposed in connection with the clearing of articles through the customs, and (c) taxation within the country of imported articles and of articles intended for exportation, the nationals, corporations and associations of either High Contracting Party shall be accorded, within the territories of the other High Contracting Party, treatment no less favorable than the treatment which is or may hereafter be accorded to the nationals, corporations and associations of such other High Contracting Party.

3. No prohibition or restriction of any kind shall be imposed by either High Contracting Party on the importation, sale, distribution or use of any article the growth, produce or manufacture of the other High Contracting Party, or on the exportation of any article destined for the territories of the other High Contracting Party, unless the importation, sale, distribution or use 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.

4. If the Government of either High Contracting Party imposes any quantitative regulation on the importation or exportation of any article, or on the sale, distribution or use of any imported article, it shall as a customary practice give public notice of the total quantity or value of such article permitted to be imported, exported, sold, distributed or used during a specified period, and of any change in such quantity or value. Furthermore, if either High Contracting Party allots a share of such total quantity or value to any third country, it shall allot to the other High Contracting Party, with respect to any article in which the latter has an important interest, unless it is mutually agreed to dispense with such an allotment, a share based upon the proportion of the total quantity or value supplied by, or in the case of exports a share based upon the proportion exported to, the territories of such other High Contracting Party during a representative period, account being taken in so far as practicable of any special factors which may have affected or may be affecting the trade in that article. The provisions of this paragraph relating to imported articles shall also apply in respect of limitations upon the quantity or value of any article permitted to be imported free of duty or tax, or at a specified rate of duty or tax.

## ARTICLE XVII

1. Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of each High Contracting Party 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 High Contracting Parties except as is or may hereafter be otherwise specifically provided for in statutes of either High Contracting Party with respect to the importation of articles into its insular territories and possessions.

2. No administrative ruling by the Government of either High Contracting Party effecting advances in rates of duties or charges applicable under an established and uniform practice to imports originating in the territories of the other High Contracting Party, or imposing any new requirement with respect to such importations, shall as a general rule be applied to articles the growth, produce or manufacture of the other High Contracting Party already en route at the time of publication thereof in accordance with paragraph 1; provided that, if either High Contracting Party customarily exempts from such new or increased obligations articles entered for consumption or withdrawn from warehouse for consumption during a period of thirty days after the date of such publication, such practice shall be considered full compliance with this paragraph. The provisions of this paragraph shall not apply to administrative orders imposing antidumping duties, or relating to regulations for the protection of human, animal or plant life or health, or relating to public safety, or giving effect to judicial decisions.

3. Each High Contracting Party shall provide some procedure, administrative, judicial or otherwise, under which the nationals, corporations and associations of the other High Contracting Party, and importers of articles the growth, produce or manufacture of such other High Contracting Party, shall be permitted to appeal against fines and penalties imposed upon them by the customs authorities, confiscations by such authorities and rulings of such authorities on questions of customs classification and of valuation of articles for customs purposes. Greater than nominal penalties shall not be imposed by either High Contracting Party in connection with any importation by the nationals, corporations or associations of the other High Contracting Party, or in connection with the importation of articles the growth, produce or manufacture of such other High Contracting Party, because of errors in documentation which are obviously clerical in origin or with regard to which good faith can be established.

4. The Government of each High Contracting Party will accord sympathetic consideration to such representations as the Government of the other High Contracting Party may make with respect to the operation or administration of import or export prohibitions or restrictions, quantitative regula-

tions, customs regulations or formalities, or sanitary laws or regulations for the protection of human, animal or plant life or health.

#### ARTICLE XVIII <sup>11</sup>

1. Articles the growth, produce or manufacture of either High Contracting Party, imported into the territories of the other High Contracting Party, shall be accorded treatment with respect to all matters affecting internal taxation no less favorable than the treatment which is or may hereafter be accorded to like articles the growth, produce or manufacture of such other High Contracting Party.

2. Articles grown, produced or manufactured within the territories of either High Contracting Party in whole or in part by nationals, corporations and associations of the other High Contracting Party, or by corporations and associations organized or participated in by such nationals, corporations and associations, shall be accorded within such territories treatment with respect to all matters affecting internal taxation, or exportation from such territories, no less favorable than the treatment which is or may hereafter be accorded to like articles grown, produced or manufactured therein in whole or in part by nationals, corporations and associations of the High Contracting Party within the territories of which the articles are grown, produced or manufactured, or by corporations and associations organized or participated in by such nationals, corporations and associations. The articles specified in the preceding sentence shall not in any case receive treatment less favorable than the treatment which is or may hereafter be accorded to like articles grown, produced or manufactured in whole or in part by nationals, corporations and associations of any third country, or by corporations and associations organized or participated in by such nationals, corporations and associations.

#### ARTICLE XIX <sup>11</sup>

1. If the Government of either High Contracting Party establishes or maintains any form of control of the means of international payment or of international financial transactions, it shall accord fair and equitable treatment to the nationals, corporations and associations and commerce of the other High Contracting Party 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 High Contracting Party 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 the rates of exchange and with respect to taxes or charges on exchange transactions, articles the growth, produce or manufacture of the other High Con-

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<sup>11</sup> See also protocol, p. 786.

tracting Party shall be accorded treatment no less favorable than the treatment which is or may hereafter be accorded to like articles the growth, produce or manufacture of any third country. The provisions of this paragraph 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 High Contracting Party. In general, any such control shall be administered so as not to influence to the disadvantage of the other High Contracting Party the competitive relationships between articles the growth, produce or manufacture of such other High Contracting Party and like articles the growth, produce or manufacture of any third country.

3. In all that relates to the transfer of profits, dividends, interest, payments for imported articles, and of other funds, to loans and to any other international financial transactions, either between the territories of the two High Contracting Parties or between the territories of the High Contracting Party the Government of which establishes or maintains the control referred to in paragraph 1 of this Article and the territories of any third country, the Government establishing or maintaining the control shall accord to the nationals, corporations and associations of the other High Contracting Party treatment no less favorable than the treatment which is or may hereafter be accorded to its own nationals, corporations and associations, and no less favorable than the treatment which is or may hereafter be accorded to the nationals, corporations and associations of any third country which make or receive like transfers and loans, and which are parties to like transactions, between the territories of the same two countries. Moreover, the Government establishing or maintaining such control shall accord to the nationals, corporations and associations of the other High Contracting Party, in all that relates to any such transfers, loans and other transactions between the territories of the two High Contracting Parties, treatment no less favorable than the treatment which is or may hereafter be accorded to the nationals, corporations and associations of any third country which make or receive like transfers and loans, and which are parties to like transactions, between the territories of the High Contracting Party the Government of which establishes or maintains the control and the territories of such third country. The treatment accorded by this paragraph shall apply to the rates of exchange and to any prohibition, restriction, delay, tax or other charge on the transfers, loans and other transactions covered by this paragraph; and such treatment shall apply whether the transfers, loans and other transactions take place directly or through an intermediary or intermediaries in a country or countries not parties to this Treaty. In general, any such control shall be administered so as not to influence to the disadvantage of the other High Contracting Party the competitive relationships between the nationals, corporations and associations of such other High Contracting Party and the nationals, corporations and associations of any third country.

ARTICLE XX<sup>12</sup>

1. If the Government of either High Contracting Party establishes or maintains a monopoly or public agency for the importation, exportation, purchase, sale, distribution or production of any article, or grants exclusive privileges to any agency to import, export, purchase, sell, distribute or produce any article, such monopoly or agency shall accord to the commerce of the other High Contracting Party fair and equitable treatment in respect of its purchases of articles the growth, produce or manufacture of foreign countries and its sales of articles destined for foreign countries. To this end the monopoly or agency shall, in making such purchases or sales of any article, be influenced solely by considerations, such as price, quality, marketability, transportation and terms of purchase or sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing or selling such article on the most favorable terms. If the Government of either High Contracting Party establishes or maintains a monopoly or agency for the sale of any service or grants exclusive privileges to any agency to sell any service, such monopoly or agency shall accord fair and equitable treatment to the other High Contracting Party and to the nationals, corporations, associations and commerce thereof in respect of transactions involving such services as compared with the treatment which is or may hereafter be accorded to any third country and to the nationals, corporations, associations and commerce thereof.

2. The Government of each High Contracting Party, in the awarding of concessions and other contracts, and in the purchasing of supplies, shall accord fair and equitable treatment to the nationals, corporations and associations and to the commerce of the other High Contracting Party as compared with the treatment which is or may hereafter be accorded to the nationals, corporations and associations and to the commerce of any third country.

## ARTICLE XXI

1. Between the territories of the High Contracting Parties there shall be freedom of commerce and navigation.

2. Vessels under the flag of either High Contracting Party, and carrying the papers required by its national law in proof of nationality, shall be deemed to be vessels of that High Contracting Party both within the ports, places and waters of the other High Contracting Party and on the high seas. As used in this Treaty, "vessels" shall be construed to include all vessels of either High Contracting Party whether privately owned or operated or publicly owned or operated. However, the provisions of this Treaty other than this paragraph and paragraph 5 of Article XXII shall not be construed to accord rights to vessels of war or fishing vessels of the other High Contracting

<sup>12</sup> See also protocol, p. 786.



Party; nor shall they be construed to extend to the nationals, corporations and associations, vessels and cargoes of, or to articles the growth, produce or manufacture of, such other High Contracting Party any special privileges restricted to national fisheries or to the products thereof.

3. The vessels of either High Contracting Party shall have liberty, equally with the vessels of any third country, to come with their cargoes to all ports, places and waters of the other High Contracting Party which are or may hereafter be open to foreign commerce and navigation.

## ARTICLE XXII

1. The vessels and cargoes of either High Contracting Party shall, within the ports, places and waters of the other High Contracting Party, in all respects be accorded treatment no less favorable than the treatment accorded to the vessels and cargoes of such other High Contracting Party, irrespective of the port of departure or the port of destination of the vessel, and irrespective of the origin or the destination of the cargo.

2. No duties of tonnage, harbor, pilotage, lighthouse, quarantine, or other similar or corresponding duties or charges, of whatever kind or denomination, levied in the name or for the profit of the government, public functionaries, private individuals, corporations or establishments of any kind, shall be imposed in the ports, places and waters of either High Contracting Party upon the vessels of the other High Contracting Party, which shall not equally and under the same conditions be imposed upon national vessels.

3. No charges upon passengers, passenger fares or tickets, freight moneys paid or to be paid, bills of lading, contracts of insurance or re-insurance, no conditions relating to the employment of ship brokers, of whatever nationality, and no other charges or conditions of any kind, shall be imposed in a way tending to accord any advantage to vessels of either High Contracting Party as compared with the vessels of the other High Contracting Party.

4. Within the ports, places and waters of each High Contracting Party which are or may hereafter be open to foreign commerce and navigation, competent pilots shall be made available to take the vessels of the other High Contracting Party into and out of such ports, places and waters.

5. If a vessel of either High Contracting Party shall be forced by stress of weather or by reason of any other distress to take refuge in any of the ports, places or waters of the other High Contracting Party not open to foreign commerce and navigation, it shall receive friendly treatment and assistance and such supplies and materials for repair as may be necessary and available. This paragraph shall apply to vessels of war and fishing vessels, as well as to vessels as defined in paragraph 2 of Article XXI.

6. In no case shall the treatment accorded to the vessels and cargoes of either High Contracting Party with respect to the matters referred to in this Article be less favorable than the treatment which is or may hereafter be accorded to the vessels and cargoes of any third country.



## ARTICLE XXIII

1. It shall be permissible, in the vessels of either High Contracting Party, to import into the territories of the other High Contracting Party, or to export therefrom, all articles which it is or may hereafter be permissible to import into such territories, or to export therefrom, in the vessels of such other High Contracting Party, without being liable to any other or higher duties or charges whatsoever than if such articles were imported or exported in vessels of such other High Contracting Party.

2. Bounties, drawbacks and other privileges of this nature of whatever kind or denomination which are or may hereafter be allowed, in the territories of either High Contracting Party, on articles imported or exported in national vessels shall also and in like manner be allowed on articles imported or exported in vessels of the other High Contracting Party.

## ARTICLE XXIV

1. Vessels of either High Contracting Party shall be permitted to discharge portions of cargoes at any ports, places or waters of the other High Contracting Party which are or may hereafter be open to foreign commerce and navigation, and to proceed with the remaining portions of such cargoes to any other such ports, places or waters, without paying other or higher tonnage dues or port charges in such cases than would be paid by national vessels in like circumstances, and they shall be permitted to load in like manner, in the same voyage outward, at the various ports, places and waters which are or may hereafter be open to foreign commerce and navigation. The vessels and cargoes of either High Contracting Party shall be accorded, with respect to the matters referred to in this paragraph, treatment in the ports, places and waters of the other High Contracting Party no less favorable than the treatment which is or may hereafter be accorded to the vessels and cargoes of any third country.

2. Should either High Contracting Party accord the rights of inland navigation or coasting trade to vessels of any third country such rights would similarly be accorded to the vessels of the other High Contracting Party. The coasting trade and inland navigation of each High Contracting Party are excepted from the requirement of national treatment and are to be regulated according to the laws of each High Contracting Party in relation thereto. It is agreed, however, that vessels of either High Contracting Party shall enjoy within the territory of the other High Contracting Party with respect to the coasting trade and inland navigation treatment as favorable as the treatment accorded to the vessels of any third country. Trade between either High Contracting Party and its insular territories or possessions shall be considered coasting trade within the meaning of this paragraph.

## ARTICLE XXV

There shall be freedom of transit through the territories of each High Contracting Party by the routes most convenient for international transit (a) for persons, whether or not they are nationals of the other High Contracting Party, together with their baggage, directly or indirectly coming from or going to the territories of such other High Contracting Party, (b) for persons who are nationals of the other High Contracting Party, together with their baggage, regardless of whether they are coming from or going to the territories of such other High Contracting Party, and (c) for articles directly or indirectly coming from or going to the territories of such other High Contracting Party. Such persons, baggage and articles in transit shall not be subject to any transit duty, to any unnecessary delays or restrictions, or to any discrimination in respect to charges, facilities or any other matter; and all charges and regulations prescribed in respect of such persons, baggage or articles shall be reasonable, having regard to the conditions of the traffic. Except as may hereafter be agreed by the High Contracting Parties with respect to nonstop flight by aircraft, the Government of either High Contracting Party may require that such baggage and articles be entered at the proper customhouse and that they be kept in customs custody whether or not under bond; but such baggage and articles shall be exempt from all customs duties or similar charges if such requirements for entry and retention in customs custody are complied with and if they are exported within one year and satisfactory evidence of such exportation is presented to the customs authorities. Such nationals, baggage, persons and articles shall be accorded treatment with respect to all charges, rules and formalities in connection with transit no less favorable than the treatment accorded to the nationals of any third country, together with their baggage, or to persons and articles coming from or going to the territories of any third country.

ARTICLE XXVI <sup>13</sup>

1. Nothing in this Treaty shall be construed to prevent the adoption or enforcement of measures:

- (a) relating to the importation or exportation of gold or silver;
- (b) relating to the traffic in arms, ammunition and implements of war, and, in exceptional circumstances, all other military supplies;
- (c) relating to the exportation of national treasures of historical, archaeological or artistic value;
- (d) necessary in pursuance of obligations for the maintenance of international peace and security, or for the protection of the essential interests of the country in time of national emergency; or

<sup>13</sup> See also protocol, p. 786, and exchange of notes, *post*, p. 848.

(c) imposing exchange restrictions in conformity with the Articles of Agreement of the International Monetary Fund, signed December 27, 1945,<sup>14</sup> so long as the High Contracting Party imposing the restrictions is a member of the Fund, provided that neither High Contracting Party shall utilize its privileges under section 3 of Article VI or section 2 of Article XIV of such Agreement in such a manner as to impair any of the provisions of this Treaty.

2. Subject to the requirement that, under like circumstances and conditions, there shall be no arbitrary discrimination by either High Contracting Party against the other High Contracting Party or against the nationals, corporations, associations, vessels or commerce thereof, in favor of any third country or the nationals, corporations, associations, vessels or commerce thereof, the provisions of this Treaty shall not extend to prohibitions or restrictions:

- (a) imposed on moral or humanitarian grounds;
- (b) designed to protect human, animal, or plant life or health;
- (c) relating to prison-made goods; or
- (d) relating to the enforcement of police or revenue laws.

3. The provisions of this Treaty according treatment no less favorable than the treatment accorded to any third country shall not apply to:

(a) advantages which are or may hereafter be accorded to adjacent countries in order to facilitate frontier traffic;

(b) advantages accorded by virtue of a customs union of which either High Contracting Party may, after consultation with the Government of the other High Contracting Party, become a member so long as such advantages are not extended to any country which is not a member of such customs union; or

(c) advantages accorded to third countries pursuant to a multilateral convention of general applicability, including a trade area of substantial size, having as its objective the liberalization and promotion of international trade or other international economic intercourse, and open to adoption by all the United Nations.

4. The stipulations of this Treaty do not extend to 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, to the Republic of Cuba, or to the Republic of the Philippines. The provisions of this paragraph shall continue to apply in respect of any advantages which are or may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another, irrespective of any change which may take place in the political status of any of the territories or possessions of the United States of America.

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<sup>14</sup> TIAS 1501, *ante*, vol. 3, p. 1351.

5. The provisions of this Treaty shall not be construed to accord any rights or privileges to corporations and associations engaged in political activities or with respect to the organization of or participation in such corporations and associations. Moreover, each High Contracting Party reserves the right to deny any of the rights and privileges accorded by this Treaty to any corporation or association created or organized under the laws and regulations of the other High Contracting Party which is directly or indirectly owned or controlled, through majority stock ownership or otherwise, by nationals, corporations or associations of any third country or countries.

#### ARTICLE XXVII <sup>15</sup>

Subject to any limitation or exception provided in this Treaty or hereafter agreed upon between the Governments of the High Contracting Parties, the territories of the High Contracting Parties to which the provisions of this Treaty extend shall be understood to comprise all areas of land and water under the sovereignty or authority of either High Contracting Party, except the Panama Canal Zone.

#### ARTICLE XXVIII

Any dispute between the Governments of the two High Contracting Parties as to the interpretation or the application of this Treaty, which the High Contracting Parties can not satisfactorily adjust by diplomacy, shall be submitted to the International Court of Justice unless the High Contracting Parties shall agree to settlement by some other pacific means.

#### ARTICLE XXIX

1. This Treaty shall, upon its entry into force, supersede provisions of the following treaties between the United States of America and the Republic of China in so far as such provisions have not previously been terminated:

(a) Treaty of Peace, Amity and Commerce, signed at Wang Hea, July 3, 1844; <sup>16</sup>

(b) Treaty of Peace, Amity and Commerce, signed at Tientsin, June 18, 1858; <sup>17</sup>

(c) Treaty Establishing Trade Regulations and Tariff, signed at Shanghai, November 8, 1858; <sup>18</sup>

(d) Treaty of Trade, Consuls and Emigration, signed at Washington, July 28, 1868; <sup>19</sup>

(e) Immigration Treaty, signed at Peking, November 17, 1880; <sup>20</sup>

<sup>15</sup> See also exchange of notes, *post*, p. 846.

<sup>16</sup> TS 45, *ante*, p. 647.

<sup>17</sup> TS 46, *ante*, p. 659.

<sup>18</sup> TS 47, *ante*, p. 671.

<sup>19</sup> TS 48, *ante*, p. 680.

<sup>20</sup> TS 49, *ante*, p. 685.

(f) Treaty as to Commercial Intercourse and Judicial Procedure, signed at Peking, November 17, 1880; <sup>21</sup>

(g) Treaty as to Commercial Relations, signed at Shanghai, October 8, 1903; <sup>22</sup>

(h) Treaty Establishing Rates of Duty on Imports Into China, signed at Washington, October 20, 1920; <sup>23</sup> and

(i) Treaty Regulating Tariff Relations, signed at Peiping, July 25, 1928. <sup>24</sup>

2. Nothing in this Treaty shall be construed to limit or restrict in any way the rights, privileges and advantages accorded by the Treaty for the Relinquishment of Extraterritorial Rights in China and the Regulation of Related Matters and accompanying exchange of notes between the United States of America and the Republic of China signed at Washington on January 11, 1943.

#### ARTICLE XXX

1. This Treaty shall be ratified, and the ratifications thereof shall be exchanged at Nanking as soon as possible.

2. This Treaty shall enter into force on the day of the exchange of ratifications, and shall continue in force for a period of five years from that day.

3. Unless one year before the expiration of the aforesaid period of five years the Government of either High Contracting Party shall have given notice to the Government of the other High Contracting Party of intention to terminate this Treaty upon the expiration of the aforesaid period, the Treaty shall continue in force thereafter until one year from the date on which notice of intention to terminate it shall have been given by either High Contracting Party.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Treaty and have affixed hereunto their seals.

DONE in duplicate, in the English and Chinese languages, both equally authentic, at Nanking, this fourth day of November, one thousand nine hundred forty-six, corresponding to the fourth day of the eleventh month of the thirty-fifth year of the Republic of China.

J. LEIGHTON STUART	[SEAL]
ROBERT LACY SMYTH	[SEAL]
WANG SHIH-CHIEH	[SEAL]
WANG HUA-CHENG	[SEAL]

<sup>21</sup> TS 50, *ante*, p. 688.

<sup>22</sup> TS 430, *ante*, p. 695.

<sup>23</sup> TS 657, *ante*, p. 716.

<sup>24</sup> TS 773, *ante*, p. 721.

## PROTOCOL

At the moment of signing this day the Treaty of Friendship, Commerce and Navigation between the United States of America and the Republic of China, the undersigned Plenipotentiaries have agreed upon the present Protocol which shall have the same validity as if provisions were inserted in the text of the Treaty to which it refers:

1. The provisions of Article II, paragraph 1, shall not be deemed to affect the right of either High Contracting Party to enforce statutes prescribing reasonable requirements concerning the registration of aliens within its territories, it being understood that identity cards which are now or may hereafter be required by the duly constituted authorities of such High Contracting Party shall be valid throughout the entire extent of the territories of that High Contracting Party, and that treatment accorded to nationals of such other High Contracting Party with respect to such requirements shall not be less favorable than that accorded to nationals of any third country.

2. (a) Without prejudice to rights given elsewhere in the Treaty, Article II, paragraph 2, refers only to rights and privileges to be enjoyed by nationals of either High Contracting Party as individuals, and shall not be construed to imply the right of such nationals to form corporations or associations on the same terms as nationals of the other High Contracting Party.

(b) The words "not forbidden by the laws and regulations enforced by the duly constituted authorities", as used in Article II, paragraph 2, shall be construed to mean such prohibitory laws and regulations as are applicable alike to nationals of the country and to nationals of the other High Contracting Party.

3. Rights in respect of "exploration for and exploitation of" mineral resources as referred to in Article V shall be construed to mean the rights to conduct mining enterprises and operations, as distinct from the ownership by nationals, corporations or associations of one High Contracting Party of interests in corporations or associations of the other High Contracting Party which are or may be engaged in mining operations in the territory of such other High Contracting Party.

4. The provisions of Article VIII, paragraph 1, shall not be construed to limit in any way rights or privileges accorded in other provisions of the Treaty with respect to real or other immovable property.

5. (a) The word "unauthorized", as used in Article IX, shall be construed to mean unauthorized by the owner of the industrial, literary or artistic property in any given case.

(b) The provision in the first sentence and in the second sentence of Article IX, that "effective remedy therefor shall be provided by civil action" shall not be construed to preclude remedies by other than civil action if such remedies are provided for by laws and regulations which are or may hereafter be enforced by the duly constituted authorities.



(c) So long as the laws and regulations of either High Contracting Party do not accord to its own nationals, corporations and associations protection against translations, the provisions of the third sentence of Article IX shall not be construed to obligate that High Contracting Party to accord to nationals, corporations or associations of the other High Contracting Party protection against translations.<sup>25</sup>

6. Without prejudice to rights which are otherwise enjoyed or may hereafter be enjoyed, the word "grown" as used in Article XVIII, paragraph 2, shall not be construed to confer any right upon nationals, corporations or associations of either High Contracting Party to engage in agriculture within the territories of the other High Contracting Party.

7. The words "international financial transactions", as used in Article XIX, paragraph 3, shall be construed to include importation or exportation of paper money and governmental securities, it being understood that each High Contracting Party retains the right to adopt or enforce measures relating to such importation or exportation, provided the measures do not discriminate against nationals, corporations and associations of the other High Contracting Party in a manner contrary to the provisions of that paragraph.

8. The concluding sentence of paragraph 1 of Article XX shall not be construed to apply to postal services.

9. The words "gold or silver", as used in Article XXVI, paragraph 1, shall be construed to include bullion and coin.

10. Advantages which are or may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or the Republic of Cuba or to the Republic of the Philippines as stipulated in Article XXVI, paragraph 4, whenever extended to any other country, shall similarly be extended to the Republic of China.

J. LEIGHTON STUART  
ROBERT LACY SMYTH  
WANG SHIH-CHIEH  
WANG HUA-CHENG

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<sup>25</sup> For a U.S. reservation and understandings, see footnote 1, p. 761.



## AIR TRANSPORT SERVICES

*Agreement, with annex and exchange of notes, signed at Nanking  
December 20, 1946*

*Entered into force December 20, 1946*

*Amended and extended by agreement of December 1 and 19, 1950<sup>1</sup>*

*Annex amended by agreement of February 7 and April 15, 1955<sup>2</sup>*

61 Stat. 2799; Treaties and Other  
International Acts Series 1609

### AGREEMENT

Having in mind the resolution signed under date of December 7, 1944, at the International Civil Aviation Conference in Chicago, Illinois, for the adoption of a standard form of agreement for provisional air routes and services, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States of America and the Republic of China, the two Governments parties to this Agreement agree that the establishment and development of air transport services between their respective territories shall be governed by the following provisions:

#### ARTICLE 1

The contracting parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

#### ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the right has been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the right shall, subject to Article 7 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airline so designated may be required to qualify before the competent aero-

<sup>1</sup> 2 UST 421; TIAS 2184.

<sup>2</sup> 6 UST 2979; TIAS 3347.

nautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this Agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that the contracting parties should undertake to exercise the commercial rights granted under this Agreement at the earliest practicable date except in the case of temporary inability to do so.

### ARTICLE 3

Operating rights which may have been granted previously by either of the contracting parties to any State not a party to this Agreement or to an airline shall continue in force according to their terms.

### ARTICLE 4

In order to prevent discriminatory practices and to assure equality of treatment, it is agreed that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities. Each of the contracting parties agrees, however, that these charges shall not be higher than those which would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals and intended solely for use by aircraft of such other contracting party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

### ARTICLE 5

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory,

certificates of competency and licenses granted to its own nationals by another State.

#### ARTICLE 6

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party without distinction as to nationality, and shall be complied with by such aircraft upon entering or departing from or while within the territory of that contracting party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew, or cargo of the aircraft of the other contracting party upon entrance into or departure from or while within the territory of that contracting party.

#### ARTICLE 7

Substantial ownership and effective control of airlines of each contracting party authorized under this Agreement shall be vested in nationals of that contracting party. Each contracting party reserves the right to withhold or revoke the certificate or permit of any airline of the other contracting party in case of failure of such airline to comply with the laws of the State over which it operates, as described in Article 6 hereof, or otherwise to fulfill the conditions under which the rights are granted in accordance with this Agreement and its Annex.

#### ARTICLE 8

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization, or its successor.

#### 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 of this Agreement or its Annex which cannot be settled through consultation shall be referred, for an advisory report, to the Interim Council of the Provisional International Civil Aviation Organization (in accordance with the provisions of Article III, Section 6(8) of the Interim Agreement on International Civil Aviation signed at Chicago on December 7, 1944<sup>3</sup> or its successor.

<sup>3</sup> EAS 469, *ante*, vol. 3, p. 929.

## ARTICLE 10

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 of America, the Civil Aeronautics Board and any person or body authorized to perform the functions presently exercised by the Board or similar functions, and, in the case of the Republic of China, the Minister of Communications for the time being, and any person or body authorized to perform any functions presently exercised by the said Minister or similar functions.

(b) The term "designated airline" 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 airlines designated by it in accordance with paragraph (a) of 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>4</sup>

(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 11

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent aeronautical authorities of both contracting parties, such consultation to begin within a period of 60 days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

## ARTICLE 12

This Agreement shall continue in force for a period of four years or until it may be superseded in order to conform with a general multilateral air transport convention which may enter into force in relation to both contracting parties. Upon the expiration of this Agreement its renewal for additional periods of time to be agreed upon may be effected by an exchange of diplomatic notes. It is understood and agreed, however, that this Agreement may be terminated by either contracting party upon giving one year's notice to the other contracting party. Such notice may be given at any time

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<sup>4</sup> TIAS 1591, *ante*, vol. 3, p. 944.

after a period of two months to allow for consultation between the contracting parties.

### ARTICLE 13

This Agreement, including the provisions of the Annex hereto, will come into force on the day it is signed.

Done in duplicate, in the English and Chinese languages, both equally authentic, at Nanking, this twentieth day of December, one thousand nine hundred forty-six, corresponding to the twentieth day of the twelfth month of the thirty-fifth year of the Republic of China.

For the Government of the United States of America:

J. LEIGHTON STUART

For the Government of the Republic of China:

WANG SHIH-CHIEH

### ANNEX

A. Airlines of the United States authorized under the present Agreement are accorded rights of transit and nontraffic stop in Chinese territory, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Shanghai, Tientsin, and Canton, as well as at such additional points as may be agreed upon from time to time, on the following routes, via intermediate points in both directions:

1. The United States over a Pacific route to Tientsin and Shanghai and thence to the Philippine Islands and beyond, as well as beyond Shanghai via Route No. 3 described below.

2. The United States over a Pacific route to Shanghai and Canton and beyond.

3. The United States over an Atlantic route via intermediate points in Europe, Africa, the Near East, India, Burma and Indo-China to Canton and Shanghai and beyond.

On each of the above routes the airline authorized to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

B. Airlines of China authorized under the present Agreement are accorded rights of transit and nontraffic stop in the territory of the United States, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at San Francisco, New York, and Honolulu, as well as at such additional points as may be agreed upon from time to time, on the following routes, via intermediate points in both directions:

1. China over a Pacific route via Tokyo, Kurile Islands, the Aleutian Islands and Alaska to San Francisco and beyond.

2. China over a Pacific route via the intermediate points of Manila, Guam, Wake, and Honolulu to San Francisco and beyond.

3. China over an Atlantic route via intermediate points in Indo-China, Burma, India, the Near East, Africa and Europe to New York and beyond.<sup>5</sup>

On each of the above routes the airline authorized to operate such route may operate nonstop flights between any of the points on such route omitting stops at one or more of the other points on such route.

C. In the operation of the air services authorized under this Agreement, both contracting parties agree to the following principles and objectives:

1. Fair and equal opportunity for the airlines of each contracting party to operate air services on international routes, and the creation of machinery to obviate unfair competition by unjustifiable increases of frequencies or capacity;

2. The elimination of formulae for the predetermination of frequencies or capacity or of any arbitrary division of air traffic between countries and their national airlines;

3. The adjustment of fifth freedom traffic with regard to:

(a) Traffic requirements between the country of origin and the countries of destination;

(b) The requirements of through airline operation;

(c) The traffic requirements of the area through which the airline passes after taking account of local and regional services.

D. 1. 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 China 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.

2. 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.

3. 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.

<sup>5</sup> For an amendment to sec. B, see agreement of Feb. 7 and Apr. 15, 1955 (6 UST 2979; TIAS 3347).

4. The contracting parties hereby agree that where:

(a) 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

(b) at any time no IATA machinery is applicable, or

(c) 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 5, 6 and 7 hereof shall apply.

5. 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 3 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 3 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 7 below.

6. 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 3 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 recognized 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.

7. When in any case under paragraphs 5 and 6 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 Organization 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.

8. 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 operations, reasonable profit and the rates charged by any other air carriers.

9. 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.

J. LEIGHTON STUART  
WANG SHIH-CHIEH

#### EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY, NANKING  
December 20, 1946

#### EXCELLENCY:

I have the honor to refer to the Air Transport Agreement signed today between the Government of the United States of America and the Government of the Republic of China, and to state that, in connection with this Agreement, it is the understanding of my Government that the following points have been collaterally agreed to:

(a) Until such time as the airport facilities at Tientsin are enlarged and improved to the extent necessary to accommodate aircraft flying on the inter-

national route serving the traffic point of Tientsin as designated in the aforesaid Agreement, aircraft serving this route will be permitted by the Government of China to land for international traffic purposes at Peiping.

(b) There will be no objection if United States carriers designated to serve Routes 2 and 3 described in paragraph "A" of the Annex, serve Hongkong instead of Canton at the option of the United States Government; provided, however, no shuttle service will be operated by the designated United States carriers between Hongkong and any one of the points in Chinese territory mentioned in the Annex attached to the Agreement. Furthermore, the United States carrier designated to serve Route No. 2, described in paragraph "A" of the Annex, will have the right to connect with its mid-Pacific service at Canton, in event the option to serve Canton instead of Hongkong is exercised by the United States Government. Likewise, the Chinese carriers designated to serve Routes numbered 1 and 2, described in paragraph "B" of the Annex will have the right to connect at San Francisco.

(c) The Government of the United States is desirous of obtaining the right for United States carriers to serve other international traffic points in China beyond those mentioned in the present Agreement. The Government of China does not wish to extend these points at present but will be ready to give prompt consideration thereto when conditions justify.

(d) United States carriers will be authorized to serve additional traffic points in Chinese territory as soon as the carriers of any third country are so authorized, and on a basis of reciprocity Chinese carriers will also then be authorized to serve additional points in United States territory.

(e) The term "and beyond" as used in the Annex to the Agreement means that the route so described may be extended beyond the territorial limits of the contracting party to one or more other countries. This term shall not be interpreted to commit either contracting party to the granting of additional traffic points in its respective territories.

(f) The Government of the United States agrees that if at any time it should enter into an agreement with any other nation adopting formulae for the predetermination of frequencies or capacity, it will enter into a similar agreement with the Government of China.

I shall be much obliged if Your Excellency will confirm the foregoing.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. LEIGHTON STUART

His Excellency

DR. WANG SHIH-CHIEH,

*Minister for Foreign Affairs,  
Nanking.*

*The Minister of Foreign Affairs to the American Ambassador*

MINISTRY OF FOREIGN AFFAIRS

NANKING, *December 20, 1964*

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note of December 20, 1946 which reads as follows:

[For text of U.S. note, see above.]

I take pleasure in stating that the contents of your Note, as quoted above, are acceptable to the Government of the Republic of China.

I avail myself of the occasion to renew to you, Sir, the assurances of my highest consideration.

WANG SHIH-CHIEH

To the Honorable

J. LEIGHTON STUART,

*Ambassador of the United States of America,  
Nanking.*

## NARCOTIC DRUGS

*Exchange of notes at Nanking March 12, June 21, July 28, and  
August 30, 1947*

*Entered into force August 30, 1947*

Department of State files

### *The American Embassy to the Ministry for Foreign Affairs*

No. 767

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of China, and has the honor to ask that approval be given by the Chinese Government to a proposal made by the Department of State under which the United States Commissioner of Narcotics, Mr. Harry J. Anslinger, might receive authority to correspond direct with the appropriate official in the Chinese Government on all matters relating to the smuggling of narcotic drugs between China and the United States. The Embassy understands that the Chinese Government official in question is Mr. T. H. Lew, Director of the Central Narcotics Commission.

According to the Department of State, the pertinent matters are the exchange of seizure reports and information regarding persons suspected of being engaged in the illicit traffic, including such information as photographs, criminal records, fingerprints, descriptions of the methods which the persons in question have been found to use, the places from which they are operating, and the names of their associates. It will be appreciated that unless the above-described information reaches its destination speedily, it is useless.

In presenting this request to the Ministry of Foreign Affairs, the Embassy wishes to point out that the proposed informal agreement is in effect between the United States and twenty-one other countries.

NANKING, *March 12, 1947*

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### *The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

T'iao-36/13075

The Ministry of Foreign Affairs presents its compliments to the American Embassy and has the honor to refer to the Embassy's third person notes Nos.

767 and 906<sup>1</sup> concerning the proposal of the United States Department of State that officers be designated by both China and the United States for purposes of exchanging reports on seizures of smuggled narcotics and information respecting persons suspected of smuggling any articles connected with narcotics.

The proposal put forth by the United States Department of State for the exchange of the above-mentioned reports and information between China and the United States is extremely welcome to the Chinese Government. In this connection, as the related technical question is still awaiting discussion by the appropriate authorities, the officers to be selected to undertake the responsibility for the exchange of information cannot be determined at the moment.

In response to the Embassy's notes under reference, the Ministry has the honor to indite this preliminary reply for the Embassy's information, and it will be appreciated if it may be transmitted to the United States Department of State.

[SEAL]

MINISTRY OF FOREIGN AFFAIRS  
OF THE REPUBLIC OF CHINA

June 21, 1947

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*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

No. T'iao-36/15687

The Ministry of Foreign Affairs presents its compliments to the American Embassy and has the honor to refer to the Ministry's third person note No. T'iao-36/13075 of June 21 in which it was requested that the United States Department of State be informed that the Chinese Government is extremely agreeable to the proposal put forth by the United States Department of State that officers be designated by both the Chinese and the American authorities for the exchange of reports on the seizure of smuggled narcotic drugs and of information with respect to criminal smuggling suspects where narcotic drugs are involved.

With regard to the nomination of an officer responsible for the exchange of the information, the Chinese Government has decided to designate Mr. T. H. Lew, Ph.D., Director of Opium Suppression Commission, Ministry of the Interior, to undertake the work. Director Lew is now planning to set

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<sup>1</sup> Not printed.

up an office and the Embassy will be further informed as soon as the address of this office is determined.

The above is communicated to the Embassy for its information and transmittal to the United States Department of State.

[SEAL]

MINISTRY OF FOREIGN AFFAIRS  
OF THE REPUBLIC OF CHINA

July 28, 1947

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*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

No. T'iao-36/18036

The Ministry of Foreign Affairs presents its compliments to the American Embassy and, with regard to the proposal of the American State Department that the Chinese and American Governments each designate personnel for the exchange of reports on confiscations of smuggled narcotic drugs and of information concerning all criminal suspects in which narcotic drugs are involved, has the honor to advert to the Ministry's third person note no. T'iao-36/15689 of July 28 which indicated that the Chinese Government had designated Mr. Liu Chin-hsuan, departmental chief of the Ministry of the Interior's Opium Suppression Commission, to be the responsible official, and in which it was requested that this information be transmitted to the American Government.

As to the plan to set up an office at Shanghai, it is now formally operating at no. 71, Lane no. 45, South Shensi Road (Shensi Nan Lu 45 Lung 71 Hao), telephone no. 73284, cable address NARCOTICS, and it will be appreciated if this information may be forwarded to the American Government.

[SEAL]

MINISTRY OF FOREIGN AFFAIRS  
OF THE REPUBLIC OF CHINA

August 30, 1947

## PRESENCE OF UNITED STATES ARMED FORCES IN CHINA

*Exchange of notes at Nanking August 29 and September 3, 1947  
Entered into force September 3, 1947*

61 Stat. 3755; Treaties and Other  
International Acts Series 1715

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY  
*Nanking, August 29, 1947*

No. 1109

EXCELLENCY:

I have the honor to refer to paragraph 7 of a resolution adopted by the United Nations General Assembly on December 14, 1946 which reads in part as follows:

"It (General Assembly) recommends the members to undertake . . . the withdrawal without delay of armed forces stationed in the territories of members without their consent freely and publicly expressed in treaties or agreements consistent with the charter and not contradicting international agreements."

My Government, desiring to fulfill the requirements of this resolution, would appreciate receiving from the Chinese Government a formal statement to the effect that all armed forces of the United States of America stationed on Chinese territory are so stationed with the consent of the Chinese Government.

It is contemplated that this note and Your Excellency's reply thereto will constitute an agreement within the meaning of the resolution quoted above and that this agreement will be registered in due course with the United Nations.

Please accept, Excellency, the renewed assurances of my highest consideration.

For the Ambassador:  
WILLIAM T. TURNER  
*First Secretary of Embassy*



*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

*Nanking, September 3, 1947*

No. Tiao-36/18287

EXCELLENCY:

I have the honor to acknowledge the receipt of the note dated August 29, #1109, and signed on Your Excellency's behalf, by Mr. Turner, First Secretary of the Embassy, the original text of which reads as follows:

[For text of U.S. note, see above.]

In reply I have the honor to make the following statement on behalf of my Government: The armed forces of the United States of America now stationed on Chinese territory are so stationed through the consent of the Chinese Government; it is mutually understood that when either the Chinese Government or the Government of the United States considers that these armed forces of the United States of America should be withdrawn, the armed forces must be withdrawn forthwith.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Minister:

LIU SHIH-SHUN

His Excellency

Dr. J. LEIGHTON STUART,

*Ambassador of the United States of America,  
Nanking.*

## RELIEF ASSISTANCE

*Agreement and exchange of notes signed at Nanking October 27, 1947  
Entered into force October 27, 1947*

61 Stat. 3374; Treaties and Other  
International Acts Series 1674

### AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHINA CONCERNING THE UNITED STATES RELIEF ASSISTANCE TO THE CHINESE PEOPLE

WHEREAS, it is the desire of the United States of America to provide relief assistance to the Chinese people to prevent suffering and to permit them to continue effectively their efforts toward recovery; and

WHEREAS, the Chinese Government has requested the United States Government for relief assistance and has presented information which convinces the Government of the United States that the Chinese Government urgently needs assistance in obtaining the basic essentials of life for the people of China; and

WHEREAS, the United States Congress has by Public Law 84, 80th Congress, May 31, 1947,<sup>1</sup> authorized the provision of relief assistance to the people of those countries which, in the determination of the President, need such assistance and have given satisfactory assurance covering the relief program as required by the Act of Congress; and

WHEREAS, the United States Government and the Chinese Government desire to define certain conditions and understandings concerning the handling and distribution of the United States relief supplies and to establish the general lines of their cooperation in meeting the relief needs of the Chinese people;

The Government of the United States of America represented by Ambassador J. Leighton Stuart and the Government of the Republic of China represented by Dr. Liu Shih Shun, Political Vice Minister for Foreign Affairs in charge of the Ministry, have agreed as follows:

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<sup>1</sup> 61 Stat. 125.

## ARTICLE I

*Furnishing of Supplies*

(a) The program of assistance to be furnished shall consist of such types and quantities of supplies, and procurement, storage, transportation and shipping services related thereto, as may be determined from time to time by the United States Government after consultation with the Chinese Government in accordance with Public Law 84, 80th Congress, May 31, 1947, and any acts amendatory or supplementary thereto. Such supplies shall be confined to certain basic essentials of life, namely, food, medical supplies, processed and unprocessed material for clothing, fertilizers, pesticides, fuel, and seeds.

(b) Subject to the provisions of Article III the United States Government will make no request, and will have no claim, for payment for United States relief supplies and services furnished under this Agreement.

(c) The United States Government agencies will provide for the procurement, storage, transportation and shipment to China of United States relief supplies, except to the extent that the United States Government may authorize other means for the performance of these services in accordance with the procedures stipulated by the United States Government. All United States relief supplies shall be procured in the United States except when specific approval for procurement outside the United States is given by the United States Government.

(d) The Chinese Government will from time to time submit in advance to the United States Government its proposed programs for relief import requirements. These programs shall be subject to screening and approval by the United States Government and procurement will be authorized only for items contained in the approved programs.

(e) Transfers of United States relief supplies shall be made under arrangements to be determined by the United States Government in consultation with the Chinese Government. The United States Government, whenever it deems it desirable, may retain possession of any United States relief supplies, or may recover possession of such supplies transferred, up to the city or local community where such supplies are made available to the ultimate consumers.

## ARTICLE II

*Distribution of Supplies in China*

(a) All United States relief supplies shall be distributed in accordance with the terms of this Agreement, by the Chinese Government and by established voluntary agencies in China which are agreed upon between the two Governments. Representatives of the United States of America shall have

direct supervision and control of supplies made available by the United States Government under this Agreement.

(b) All United States relief supply imports shall be free of fiscal charges including customs duties up to the point where they are sold for local currency as provided by Article III of this Agreement unless when because of price practices, it is advisable to include customs charges or government taxes in prices fixed, in which case the amount thus collected on United States relief supply imports will accrue to the special account referred to in Article III. All United States relief supply imports given freely to indigents, institutions, and others, and those turned over to voluntary agencies for distribution shall be free of fiscal charges including customs duties.

(c) The Chinese Government will designate a high-ranking official who shall have the responsibility of liaison between the Chinese Government and the United States representatives responsible for the relief program.

(d) United States relief supplies and similar supplies produced locally or imported from outside sources shall be distributed by the Chinese Government and voluntary agencies without discrimination as to race, creed or political belief, and the Chinese Government shall not permit the diversion of any such supplies to non-essential uses or for export or removal from the country while need therefor for relief purposes continues. The Chinese Government shall not permit the diversion of United States relief supplies or an excessive amount of supplies similar to United States relief supplies which are produced locally or imported from outside sources in the maintenance of armed forces.<sup>2</sup>

(e) The Chinese Government will take appropriate steps regarding the distribution of United States relief supplies and similar supplies produced locally and imported from outside sources designed to assure a fair and equitable share of the supplies to all classes of the people.

(f) A distribution and price-control system shall be inaugurated in such major urban centers of China as circumstances permit, with the intent of insuring that all classes of the population, irrespective of their purchasing power, shall receive a fair share of the imported or indigenously produced relief supplies. In permitting United States relief supplies made available under this Agreement to be utilized in support of Chinese efforts to improve consumption and price controls, it is understood that the United States Government undertakes no responsibility for the success of these urban programs.

### ARTICLE III

#### *Utilization of Funds Accruing from Sales of United States Supplies*

(a) The prices at which United States relief supplies will be sold in China shall be agreed upon between the Chinese Government and the United States Government.

<sup>2</sup> For an understanding relating to art. II(d), see exchange of notes, p. 808.

(b) When United States relief supplies are sold for local currency, the amount of such local currency shall be deposited by the Chinese Government in a special account in the name of the Chinese Government.

(c) Until June 30, 1948, such funds shall be disposed of only with the approval of the duly authorized representatives of the United States Government for relief and work relief within China, including local currency expenses of the United States of America incident to the furnishing of relief. Any unencumbered balance remaining in such account on June 30, 1948, shall be disposed of within China for such purposes as the United States Government, pursuant to Act or Joint Resolution of Congress, may determine.

(d) The Chinese Government will, upon request, advance funds against proceeds from the sale of United States relief supplies to the United States representatives, to meet local currency expenses incident to the furnishing of relief, including the operation of the United States Relief Mission in China and certain urgent relief projects being undertaken by Chinese Government organs and voluntary agencies.

(e) While it is not intended that the funds accruing from sales of the United States relief supplies normally shall be used to defray the local expenses of the Chinese Government in handling, transporting internally, and distributing the United States relief supplies, including local currency cost of discharging cargo and other port charges, the United States representatives will consider with the Chinese Government the use of the funds to cover the unusual costs which would place an undue burden on the Chinese Government.

(f) The Chinese Government will each month make available to the United States representatives reports on collections, balances, and expenditures from the fund.

(g) The Chinese Government will assign officials to confer and plan with the United States representatives regarding the disposition of funds accruing from sales to assure a prompt and proper use of such funds.

#### ARTICLE IV

##### *Effective Production, Food Collections and Use of Resources to Reduce Relief Needs*

(a) The Chinese Government will exert all possible efforts to secure the maximum production and collection of locally produced supplies needed for relief purposes.

(b) The Chinese Government will undertake not to permit any measures to be taken involving delivery, sale or granting of any articles of the character covered in this Agreement which would reduce the locally produced supply of such articles and thereby increase the burden of relief.

(c) The Chinese Government will furnish regularly current information to the United States representatives regarding plans and progress in achieving this objective.

(d) The Chinese Government affirms that it has taken and is taking in so far as possible the economic measures necessary to reduce its relief needs and to provide for its own future reconstruction.

#### ARTICLE V

##### *United States Representatives*

(a) The United States Government will send to China the representatives required to discharge responsibilities of the United States Government under this Agreement and the Public Law 84, 80th Congress, May 31, 1947. The Chinese Government will permit and facilitate the movement of the United States representatives to, in or from China.

(b) The Chinese Government will permit and facilitate in every way the freedom of the United States representatives to supervise the distribution of United States relief supplies and to travel, inspect, and report in connection with any matters relating to this Agreement and will cooperate fully with them in carrying out all of the provisions of this Agreement. The Chinese Government will furnish the necessary automobile transportation to permit the United States representatives to travel freely throughout China and without delay.

(c) The United States representatives and the property of the mission and of its personnel shall enjoy in China the same privileges and immunities as are enjoyed by the personnel of the United States Embassy in China and the property of the Embassy and of its personnel.

#### ARTICLE VI

##### *Freedom of the United States Press and Radio Representatives to Observe and Report*

The Chinese Government will permit representatives of the United States Press and Radio to observe freely and report fully and without censorship regarding the distribution and utilization of relief supplies and the use of funds accruing from sale of United States relief supplies.

#### ARTICLE VII

##### *Reports, Statistics and Information*

(a) The Chinese Government will maintain adequate statistical and other records on relief and will consult with the United States representatives, upon their request, with regard to the maintenance of such records.

(b) The Chinese Government will furnish promptly upon request of the United States representatives available information concerning the produc-

tion, use, distribution, importation, and exportation of any supplies which affect the relief needs of the people.

(c) In case United States representatives report apparent abuses or violations of this Agreement, the Chinese Government will investigate and report and promptly take such remedial action as is necessary to correct such abuses or violations as are found to exist.

#### ARTICLE VIII

##### *Publicity Regarding United States Assistance*

(a) The Chinese Government will permit and arrange full and continuous publicity regarding the purpose, source, character, scope, amounts and progress of the United States relief program in China, including the utilization of funds accruing from sales of United States relief supplies for the benefit of the people.

(b) All United States relief supplies and any articles processed from such supplies, or containers of such supplies or articles, shall, to the extent practicable, be marked, stamped, branded, or labelled in a conspicuous place in such a manner as to indicate to the ultimate consumer that such supplies or articles have been furnished by the United States of America for relief assistance; or if such supplies, articles or containers are incapable of being so marked, stamped, branded, or labelled, all practicable steps will be taken by the Chinese Government to inform the ultimate consumer thereof that such supplies or articles have been furnished by the United States for relief assistance.

#### ARTICLE IX

##### *Termination of Relief Assistance*

The United States Government will terminate any or all of its relief assistance at any time whenever it determines (1) by reason of changed conditions, the provision of relief assistance of the character authorized by Public Law 84, 80th Congress, May 31, 1947, is no longer necessary; (2) any provisions of this Agreement are not being carried out; (3) United States relief supplies, or an excessive amount of similar supplies produced locally or imported from outside sources, are being used to assist in the maintenance of armed forces in China;<sup>3</sup> or (4) United States relief supplies or similar supplies produced locally or imported from outside sources, are being exported or removed from China. The United States Government may stop or alter its program of assistance whenever in its determination other circumstances warrant such action.

The Chinese Government reserves the right to terminate this Agreement

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<sup>3</sup> For an understanding relating to art. IX (3), see exchange of notes, p. 808.



whenever it deems that such relief assistance as is provided in this Agreement is no longer necessary.

#### ARTICLE X

##### *Date of Agreement*

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two Governments.

Done in duplicate in the English and Chinese languages at Nanking, this twenty-seventh day of October, 1947, corresponding to the twenty-seventh day of the tenth month of the thirty-sixth year of the Republic of China.

J. LEIGHTON STUART

*For the Government of the United States of America*

LIU SHIH SHUN

*For the Government of the Republic of China*

#### EXCHANGE OF NOTES

*The Political Vice Minister of Foreign Affairs to the American Ambassador*

THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

OCTOBER 27, 1947

#### EXCELLENCY:

I have the honor to refer to Article II(d) and Article IX(3) of the Agreement between the Republic of China and the United States of America Concerning the United States Relief Assistance to the Chinese People signed today by the representatives of the Governments of China and the United States of America, and to state that it is understood that the right of the Chinese Government to determine the extent of its armed forces and the amount of food and other supplies which it may make available for their use is, of course, fully recognized. The approval of the above-mentioned Agreement will in no way affect this right.

On the other hand, in accordance with Public Law 84 passed by the Eightieth Congress, which authorizes the furnishing of relief assistance, the President of the United States is directed to terminate the provision of the United States relief assistance to the people of any country whenever, in his judgment, an excessive amount of supplies being made available by the United States to the people of any country or of similar supplies produced locally or imported from outside sources, is being used in the maintenance of armed forces in such country.

In the light of this provision of the relief law, the Government of the United States must reserve the right to terminate its relief shipments to

China if, in its determination, an excessive amount of relief supplies or similar supplies produced locally or imported from outside sources is being used for the maintenance of armed forces in China.

It would be appreciated if you would confirm that the above is the understanding of both Governments and forms a part of the aforementioned Agreement.

I avail myself of this opportunity to renew to your Excellency the assurances of my highest consideration.

LIU SHIH SHUN

His Excellency

Dr. J. LEIGHTON STUART  
*American Ambassador*  
*Nanking*

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*The American Ambassador to the Political Vice Minister of Foreign Affairs*

No. 1230

AMERICAN EMBASSY  
*Nanking, October 27, 1947*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of October 27, 1947 which reads as follows:

[For text of Chinese note, see above.]

I take pleasure in confirming that the understanding as stated in the above quoted note is accepted by the Government of the United States of America as forming a part of the Agreement signed today.

Accept, Excellency, the renewed assurances of my highest consideration.

J. LEIGHTON STUART

Dr. LIU SHIH SHUN,  
*Political Vice Minister in Charge,*  
*Ministry of Foreign Affairs,*  
*Nanking.*

## FINANCING OF EDUCATIONAL EXCHANGE PROGRAMS

*Agreement signed at Nanking November 10, 1947*

*Entered into force November 10, 1947*

*Amended by agreements of November 30, 1957,<sup>1</sup> and February 28, 1961<sup>2</sup>*

*Superseded by agreement of April 23, 1964<sup>3</sup>*

61 Stat. 3582; Treaties and Other  
International Acts Series 1687

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA FOR THE USE OF FUNDS MADE AVAILABLE IN ACCORDANCE WITH ARTICLE 6B. (1) OF THE SURPLUS WAR PROPERTY SALES AGREEMENT OF AUGUST 30, 1946

The Government of the United States of America and the Government of the Republic of China,

Desiring to promote further mutual understanding between the peoples of the United States of America and the Republic of China by a wider exchange of knowledge and professional talents through educational contacts,

Considering that Section 32 (b) of the United States Surplus Property Act of 1944, as amended (Public Law No. 584, 79th Congress; 60 Stat. 754), provides that the Secretary of State of the United States of America may enter into an agreement with any foreign government for the use of currencies or credits for currencies of such foreign government acquired as a result of surplus property disposals for certain educational activities, and

Considering that under the provisions of the agreement between the Government of the United States of America and the Government of the Republic of China for the sale of certain surplus war property, signed at Shanghai on August 30, 1946,<sup>4</sup> it is provided that the Government of the Republic of China shall make available to the Government of the United States of America the equivalent of \$20,000,000 (United States currency) for re-

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<sup>1</sup> 8 UST 2399; TIAS 3957.

<sup>2</sup> 12 UST 285; TIAS 4713.

<sup>3</sup> 15 UST 408; TIAS 5572

<sup>4</sup> Not printed.

search, instruction, and other educational activities under the terms of Section 32 (b) of the Surplus Property Act of 1944, as amended,<sup>5</sup>

Have agreed as follows:

#### ARTICLE 1<sup>6</sup>

There shall be established in the capital city of China a foundation to be known as the United States Educational Foundation in China (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of the Republic of China as an organization created and established to facilitate the administration of the educational program to be financed by funds made available by the Government of the Republic of China in accordance with Article 6 b. (1) of the agreement for the sale of certain surplus war property signed at Shanghai on August 30, 1946. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America as they relate to the use and expenditure of currencies and credits for currencies for the purposes set forth in the present agreement.

The funds made available by the Government of the Republic of China shall be used by the Foundation for the purpose, as set forth in Section 32 (b) of the United States Surplus Property Act of 1944, as amended, of

(1) financing studies, research, instruction, and other educational activities of or for citizens of the United States of America in schools and institutions of higher learning located in China, or of the citizens of China in United States schools and institutions of higher learning located outside the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands, including payment for transportation, tuition, maintenance, and other expenses incident to scholastic activities; or

(2) furnishing transportation for citizens of China who desire to attend United States schools and institutions of higher learning in the continental United States, Hawaii, Alaska (including the Aleutian Islands), Puerto Rico, and the Virgin Islands and whose attendance will not deprive citizens of the United States of America of an opportunity to attend such schools and institutions.

#### ARTICLE 2<sup>7</sup>

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of Article 10 of the present agreement, exercise all powers necessary to the carrying out of the purposes of this agreement including the following:

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<sup>5</sup> 58 Stat. 765. For an amendment to the preamble, see agreement of Nov. 30, 1957 (8 UST 2399; TIAS 3957).

<sup>6</sup> For an amendment to art. 1, see *ibid.*

<sup>7</sup> For an amendment to art. 2, see *ibid.*

- (1) Receive funds.
- (2) Open and operate bank accounts in the name of the Foundation in a depository or depositories to be designated by the Secretary of State of the United States of America.
- (3) Disburse funds and make grants and advances of funds for the authorized purposes of the Foundation.
- (4) Acquire, hold, and dispose of property in the name of the Foundation as the Board of Directors of the Foundation may consider necessary or desirable, provided however that the acquisition of any real property shall be subject to the prior approval of the Secretary of State of the United States of America and also to such conditions and requirements as are or may be prescribed by laws and regulations enforced in the territory where the property is situated.
- (5) Plan, adopt, and carry out programs, in accordance with the purposes of Section 32 (b) of the United States Surplus Property Act of 1944, as amended, and the purposes of this agreement.
- (6) Recommend to the Board of Foreign Scholarships provided for in the United States Surplus Property Act of 1944, as amended, students, professors, research scholars, resident in China, and institutions of China qualified to participate in the program in accordance with the aforesaid Act.
- (7) Recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the programs as it may deem necessary for achieving the purpose and objectives of the Foundation.
- (8) Provide for periodic audits of the accounts of the Foundation as directed by auditors selected by the Secretary of State of the United States of America.
- (9) Engage administrative and clerical staff and fix and pay the salaries and wages thereof.

#### ARTICLE 3<sup>s</sup>

All expenditures by the Foundation shall be made pursuant to an annual budget to be approved by the Secretary of State of the United States of America pursuant to such regulations as he may prescribe.

#### ARTICLE 4

The Foundation shall plan its annual programs in such a way that full use shall as far as possible be made of the funds made available to the Foundation for each year. The Foundation shall not enter into any commitments or create any obligation which shall bind the Foundation in excess of the funds to be received during any given calendar year.

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<sup>s</sup> For an amendment to art. 3, see agreement of Feb. 28, 1961 (12 UST 285; TIAS 4713).

ARTICLE 5<sup>9</sup>

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors (hereinafter designated the "Board") consisting of five Directors.

The Principal Officer in Charge of the Diplomatic Mission of the United States of America to the Republic of China (hereinafter designated "Chief of Mission") shall be Chairman of the Board. He shall have the power of appointment and removal of members of the Board at his discretion. The four other members of the Board shall be as follows:

(a) Two members of the Embassy Staff, one of whom shall serve as treasurer; and (b) two citizens of the United States of America, one representative of American business interests in China and one representative of American educational interests in China.

The two members specified in (b) of the last preceding paragraph shall be resident in China and shall serve from the time of their appointment until the succeeding December 31 next following such appointment. They shall be eligible for reappointment. All the four members shall be designated by the Chief of Mission. Vacancies by reason of resignations, transfers of residence outside of China, expiration of term of service, or otherwise shall be filled in accordance with this procedure.

The Chinese Government shall appoint a number of Advisers to the Board not to exceed five, who may attend all the meetings of the Board and participate in its discussions. The Advisers shall have no vote but their opinion shall be given due consideration by the Board at all its deliberations.

The Directors and Advisers shall serve without compensation, but the Foundation is authorized to pay the necessary expenses of the Directors and Advisers in attending meetings of the Board.

## ARTICLE 6

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

## ARTICLE 7

Reports as directed by the Secretary of State of the United States of America shall be made annually on the activities of the Foundation to the Secretary of State of the United States of America and the Government of the Republic of China.

## ARTICLE 8

The principal office of the Foundation shall be in the capital city of China, but meetings of the Board and any of its committees may be held in such

<sup>9</sup> For an amendment to art. 5, see agreement of Nov. 30, 1957 (8 UST 2399; TIAS 3957).

other places as the Board may from time to time determine, and the activities of any of the Foundation's officers or staff may be carried on at such places as may be approved by the Board.

#### ARTICLE 9

The Board may appoint an Executive Officer and determine his salary and term of service, provided, however, that in the event it is found to be impracticable for the Board to secure an appointee acceptable to the Chairman, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program. The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable.

#### ARTICLE 10

The decisions of the Board in all matters may, in the discretion of the Secretary of State of the United States of America, be subject to his review.

#### ARTICLE 11<sup>10</sup>

The Government of the Republic of China shall, within 30 days of the date of the signature of the present agreement, deposit with the Treasurer of the United States of America an amount of Chinese national currency equivalent to \$250,000 (United States currency). Thereafter commencing with January 1, 1948, the Government of the Republic of China shall during each calendar year, deposit with the Treasurer of the United States of America, upon demand of the United States Government, amounts of Chinese national currency not to exceed the equivalent of one million dollars (United States currency) and in aggregate totalling the equivalent of \$20,000,000 (United States currency). The first deposit of Chinese national currency equivalent to \$250,000 (United States currency) shall be considered as part of the deposit for the calendar year 1948. The rate of exchange between currency of the Government of the Republic of China and United States currency to be used in determining the amount of currency of the Government of the Republic of China to be deposited from time to time hereafter, shall be at the par value between Chinese dollars and United States dollars established in conformity with procedures of the International Monetary Fund or in the absence of such a par value the rate shall be the open market rate as established by the Central Bank of China. Should this latter rate for any reason appear to be inequitable or be abolished, the rate can be the sub-

<sup>10</sup> For amendments to art. 11, see agreements of Nov. 30, 1957 (8 UST 2399; TIAS 3957) and Feb. 28, 1961 (12 UST 285; TIAS 4713).



ject of discussion between the Governments of the United States of America and of the Republic of China.

The Secretary of State of the United States of America will make available to the Foundation Chinese national currency in such amounts as may be required by the Foundation, but in no event in excess of the budgetary limitation established pursuant to Article 3 of the present agreement.

#### ARTICLE 12

Wherever, in the present agreement, the term "Secretary of State of the United States of America" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

#### ARTICLE 13

The present agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of the Republic of China.

#### ARTICLE 14

The present agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present agreement.

DONE at Nanking, in duplicate, in the English and Chinese languages, this tenth day of November, 1947, corresponding to the tenth day of the eleventh month of the thirty-sixth year of the Republic of China.

J. LEIGHTON STUART

*For the Government of the United States of America*

WANG SHIH-CHIEH

*For the Government of the Republic of China*

## TRANSFER OF NAVAL VESSELS AND EQUIPMENT

*Agreement, with schedule and exchange of notes, signed at Nanking  
December 8, 1947*

*Entered into force December 8, 1947*

*Expired July 16, 1951*<sup>1</sup>

61 Stat. 3618; Treaties and Other  
International Acts Series 1691

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA CONCERNING THE TRANSFER OF NAVAL VESSELS AND EQUIPMENT PURSUANT TO UNITED STATES PUBLIC LAW 512 79TH CONGRESS OF THE UNITED STATES OF AMERICA

WHEREAS, the Act of July 16, 1946, United States Public Law 512, 79th Congress, 2nd Session, authorizes, at the request of the Government of the Republic of China, the transfer thereto of Naval vessels and craft not to exceed 271 in number, which are in excess of the Naval needs of the Government of the United States, including floating drydocks of capacity sufficient to accommodate any vessel or craft disposed of under authority of the Act, material necessary for the operation and maintenance of such vessels and craft and for the training of the crews of such vessels and craft and the furnishing of other naval assistance, by sale, exchange, lease, gift or transfer for cash, credit or other property, with or without warranty or upon such other terms and conditions as the President may deem proper; and,

WHEREAS, the Government of the Republic of China has requested the Government of the United States of America to transfer to it certain specified Naval vessels, craft and floating drydocks and to furnish it certain technical advice and assistance in connection with the organization and maintenance by it of a Naval establishment;

NOW THEN,

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1. The Government of the United States of America will cause to be transferred to the Government of the Republic of China those

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<sup>1</sup> Upon expiration of Public Law 512, 79th Cong., 2d sess. (60 Stat. 539).

certain Naval vessels, craft and floating drydocks described on Schedule "A" annexed hereto and made a part hereof.

ARTICLE 2. Title to all vessels and floating drydocks transferred pursuant to the provisions of Article 1 hereof shall vest in the Government of the Republic of China at the time of delivery thereof; such delivery to be made "as is, where is", without reimbursement or transfer of funds, and at a time to be mutually agreed upon, but not later than the dates set forth in Schedule "A" annexed hereto and made a part hereof, and to be evidenced by a delivery certificate in the form prescribed by the Government of the United States of America. From and after the delivery of said vessels, the Government of the Republic of China shall hold harmless and indemnify the Government of the United States of America, its officers, agents, servants and employees, against any and all claims, demands, losses, damages, expenses, and costs, regardless of the nature thereof, of every kind and character, whether arising out of contract or in tort, arising out of or connected with the transfer of such property or the use and operation thereof by the Government of the Republic of China.<sup>2</sup> Without limiting the generality of the foregoing, the Government of the Republic of China shall hold harmless and indemnify the Government of the United States of America, its officers, agents, servants, and employees against any and all claims, demands, expenses, damages and costs arising or growing out of the transfer to the Government of the Republic of China of Bofors 40mm guns or guns of similar type made or produced under or pursuant to an agreement dated June 21, 1941,<sup>2</sup> between the United States of America and Aktiebolaget Bofors.

ARTICLE 3. (a) At the request of the Government of the Republic of China, the Government of the United States of America will, as to any of the vessels transferred "as is, where is" at locations other than those under the control of the Government of the Republic of China, provide the necessary work, services, and materials to repair, recondition, outfit and equip said vessels within the capacity of the facilities available therefor at or near the location of such vessels, upon payment for all of the costs and expenses incurred in connection therewith. The Government of the Republic of China will promptly reimburse the Government of the United States of America for the cost thereof, as is hereinafter provided.

(b) The Government of the United States of America, at the request of the Government of the Republic of China, to the extent that such materials are available, will furnish such materials from time to time, as are deemed proper by the Government of the United States of America, for the operation and maintenance of any or all of the vessels, craft and floating drydocks transferred hereunder, on the basis of prompt reimbursement by the Gov-

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<sup>2</sup> For understandings regarding art. 2, see exchange of notes, p. 821.

ernment of the Republic of China to the Government of the United States of America for the cost thereof, as is hereinafter provided.

(c) In connection with (i) the transfer of vessels, craft and floating drydocks (ii) the repairing, reconditioning, outfitting, equipping and furnishing of operational and maintenance supplies therefor, and (iii) the organization and maintenance of a Naval establishment by the Government of the Republic of China, the Government of the United States of America, to the extent deemed proper by it and consistent with security classifications, when requested by the Government of the Republic of China, will, (1) furnish plans, blueprints and documents without reimbursement, (2) furnish technical information and advice without reimbursement and (3) participate in and sign a conducted joint inventory of each vessel at the time of delivery without reimbursement.

ARTICLE 4. For the purpose of providing the funds required to meet the obligations of the Government of the Republic of China under the provisions of Article 3 hereof, it is agreed that all funds now on deposit with the Government of the United States of America for the payment of the costs and expenses of operation of lend-lease vessels under the Extension Agreement dated June 28, 1946,<sup>3</sup> entered into by and between the Government of the United States of America and the Government of the Republic of China, and not required nor obligated for services and materials furnished by the Government of the United States of America to the Government of the Republic of China under the terms of said Agreement, shall be retained by the Government of the United States of America and held for the credit of the Government of the Republic of China against duly certified invoices issued by the Government of the United States of America from time to time for work, services, materials, and supplies furnished in accordance with Article 3 hereof, and the Government of the Republic of China agrees to make such further deposits with the Government of the United States of America to be held by said Government for payment of such invoices, as may be requested by the Government of the United States of America from time to time. Failure on the part of the Government of the Republic of China to make deposits requested by the Government of the United States of America from time to time, shall relieve the Government of the United States of America from the obligation to furnish any further work, services, materials or supplies until the deposit or deposits requested are made.

ARTICLE 5. Notwithstanding any of the provisions of this Agreement, and subject only to such extensions of time as may be granted by the Government of the United States of America, acting by and through the Secretary of the Navy, by reason of the necessity of repair, reconditioning, outfitting, equipping, supplying and training Chinese personnel in the operation thereof, the Government of the Republic of China shall remove each

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<sup>3</sup> TIAS 1746, *ante*, p. 758.

vessel and floating drydock transferred or furnished pursuant to this Agreement, from locations other than those under the control of the Government of the Republic of China, within 120 days from the date of transfer thereof. In the event of failure to remove a vessel or floating drydock from delivery location within the time so limited or within such extension thereof as may be granted by the Government of the United States of America, the Government of the Republic of China shall lose all right, title and interest in and to such vessel or floating drydock and the Government of the United States of America shall make such other disposition thereof as in its sole discretion may be deemed advisable.

ARTICLE 6. The Government of the Republic of China will not relinquish physical possession of or transfer title to any of the vessels or floating drydocks or equipment and supplies furnished under this Agreement without the written consent of the Government of the United States of America. Naval information and Naval equipment furnished under this Agreement or otherwise, of any security classification whatever, will be safeguarded in accordance with the requirements of the security classification imposed thereon by the Government of the United States of America and no disclosure by the Government of the Republic of China thereof to other governments or unauthorized persons will be made without the prior written consent of the Government of the United States of America.

ARTICLE 7. So long as this Agreement or any extension thereof shall remain in effect, the Government of the Republic of China shall not engage or accept the services of any personnel of any government other than the Government of the United States of America for duties of any nature connected with the use and operation of the vessels and other craft to be transferred pursuant to this Agreement, except by mutual agreement between the Government of the United States of America and the Government of the Republic of China.

ARTICLE 8. This Agreement shall terminate with the expiration of United States Public Law 512, 79th Congress, 2nd Session. However, if at any time the Government of the United States of America shall determine that the transfer of further vessels and craft or the furnishing of materials and assistance no longer continues to be in the public interest, such transfers shall be discontinued.

ARTICLE 9. Upon the coming into effect of this Agreement, that part of the "Agreement between the Government of the United States of America and the Government of the Republic of China under Section 3(c) of the Lend-Lease Act", dated June 28, 1946, providing for Naval assistance to China, shall be superseded by the applicable provisions of this Agreement.

ARTICLE 10. This Agreement shall come into effect on the date of its signature.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in the English and Chinese languages, both in dupli-

cate, at Nanking, China, this 8th day of December, 1947, corresponding to the 8th day of the 12th month of the 36th year of the Republic of China.

For the Government of the United States of America

J. LEIGHTON STUART

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
at Nanking, China*

For the Government of the Republic of China

WANG SHIH-CHIEH

*Minister of Foreign Affairs*

#### SCHEDULE "A"

##### *Proposed List of Vessels To Be Transferred to China*

1. List of vessels transferred to China under Credit Lend-Lease to be recaptured under Lend-Lease Act and recommended for transfer to China under Public Law 512, 79th Congress, 2nd Session, and provisions of Executive Order No. 9843 <sup>4</sup> of April 25, 1947:

PR 4	LSM 433
DE 6	LSM 442
DE 47	LSM 456
PCE 867	LCI(L) 233
PCE 869	LCI(L) 631
AM 257	LCI(L) 417
AM 258	LCI(L) 418
AM 259	LCI(L) 630
AM 260	LCI(L) 632
LST 537	LCI(L) 514
LST 557	LCI(L) 517
LST 755	AG 124 (MAUMEE)
LST 1030	LCT 512
LST 993	LCT 515
LST 716	LCT 849
LST 717	LCT 892
LST 1017	LCT 1143
LST 1050	LCT 1145
LST 1075	LCT 1171
LSM 155	LCT 1213
LSM 157	AOG 42
LSM 285	AFDL 34
LSM 457	25 LCM
LSM 431	25 LCVF

2. List of vessels now earmarked and recommended for transfer to China under Public Law 512, 79th Congress, 2nd Session, and provisions of Executive Order No. 9843 of April 25, 1947:

<sup>4</sup> 12 Fed. Reg. 2763.

DE 102	Green Cove Springs	PC 1549	Philippines
DE 103	Green Cove Springs	PGM 20	Philippines
DE 104	Green Cove Springs	PGM 26	Philippines
DE 112	Green Cove Springs	PGM 12	Philippines
AM 266	Philippines	PGM 13	Philippines
AM 273	Philippines	PGM 14	Philippines
AM 276	Philippines	PGM 15	Philippines
AM 246	Philippines	SC 518	Philippines
AM 274	Philippines	SC 637	Philippines
AM 286	Philippines	SC 648	Philippines
AM 287	Philippines	SC 698	Philippines
AM 216	Philippines	SC 703	Philippines
YMS 339	Philippines	SC 704	Philippines
YMS 346	Philippines	SC 708	Philippines
YMS 367	Philippines	SC 722	Philippines
YMS 2017	Philippines	SC 723	Philippines
PC 490	Philippines	SC 735	Philippines
PC 492	Philippines	AGS 9	(Armistead Rust)
PC 593	Philippines		Philippines
PC 595	Philippines	AOG 22	(Wautauga)
PC 1247	Philippines		Philippines
		AFDL (c) 36	Guam
		ARL 41	New Orleans

3. Limiting date for transfer: (a) vessels at Green Cove Springs, 31 December 1948; (b) other vessels, 1 July 1948.

4. Schedule of transfer of above vessels to be made by mutual agreement between the Government of the United States of America and the Government of the Republic of China. All vessels to be transferred prior to limiting dates stated in 3 above.

J. LEIGHTON STUART  
WANG SHIH-CHIEH

#### EXCHANGE OF NOTES

##### *The American Ambassador to the Minister of Foreign Affairs*

No. 1302

AMERICAN EMBASSY  
Nanking, December 8, 1947

#### EXCELLENCY:

I have the honor to refer to the "Agreement between the Government of the United States of America and the Government of the Republic of China concerning the Transfer of Naval Vessels and Equipment pursuant to United States Public Law 512—79th Congress of the United States of America" signed today and, in particular, to that sentence in Article 2 of the Agreement which reads "From and after the delivery of said vessels, the Government of the Republic of China shall hold harmless and indemnify the Government of the United States of America, its officers, agents, servants and employees, against any and all claims, demands, losses, damages, expenses, and costs, regardless of the nature thereof, of every kind and character, whether arising out of contract or in tort, arising out of or connected with the transfer of



such property or the use and operation thereof by the Government of the Republic of China." It is understood that the claims, demands, losses, damages, expenses, and costs, regardless of the nature thereof, of every kind and character, whether arising out of contract or in tort for which the Chinese Government assumes full responsibility, are limited to those which arise from and after the delivery of the vessels and out of or connected with the transfer of the property or the use and operation of it by the Republic of China.

With reference to the concluding sentence of Article 2 of the Agreement, I am authorized to inform Your Excellency that the possible claim of the Ak-tiebolaget Bofors which may arise out of the transfer to the Government of the Republic of China of Bofors guns is the only claim of this nature of which the United States Navy Department is aware.

Please accept, Excellency, the renewed assurances of my highest consideration.

J. LEIGHTON STUART

His Excellency

Dr. WANG SHIH-CHIEH,  
*Minister for Foreign Affairs,*  
*Ministry of Foreign Affairs,*  
*Nanking.*

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*The Minister of Foreign Affairs to the American Ambassador*

THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

DECEMBER 8, 1947

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, which reads as follows:

[For text of U.S. note, see above.]

I take pleasure in confirming that the understanding expressed in the above quoted note is agreeable to the Chinese Government.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

WANG SHIH-CHIEH

His Excellency,

Dr. J. LEIGHTON STUART,  
*American Ambassador,*  
*Nanking.*

## CLAIMS RESULTING FROM ACTIVITIES OF U.S. MILITARY FORCES

*Exchange of notes at Nanking October 13, 1947, and March 17, 1948  
Entered into force March 17, 1948*

62 Stat. 2116; Treaties and Other  
International Acts Series 1776

*The American Embassy to the Ministry for Foreign Affairs*

No. 1197

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of China and has the honor to refer to the latter's note, no. T'aio-36/09410, of May 8, 1947, outlining certain suggestions in regard to investigation and payment of claims against the United States Government arising out of activities of the United States military forces in China. The note referred to was responsive to memorandum no. 885-19, dated February 28, 1946, submitted by Lieutenant General Albert C. Wedemeyer to His Excellency, President Chiang Kai-shek.

It is apparent that General Wedemeyer's proposal was made in light of the conditions then existing. Various military bases in Western China had been evacuated and a number of claims had not been settled nor other disposition made. The parts of China where the claimants lived were becoming inaccessible to American troops. Facilities for investigation and payment of accident claims were not readily available. The number of American military personnel in China was being reduced radically. What American Forces would remain in China was undecided.

The circumstances of early February 1946 were substantially different from those now prevailing. Claims which were then outstanding have been settled or other disposition of them has been made. Incidents and accidents reported have been investigated. Because of the lapse of time since American forces have withdrawn from remote areas, it is unlikely that additional incidents from those areas will be reported in the future. Claims arising from incidents occurring currently have been, and are being, processed under the provisions of the Act of Congress commonly referred to as the Foreign Claims Act and related regulations of the Army and Navy. The number of claims being

presented now is small and sums of money involved are relatively limited. Conditions affecting claims have become more stabilized in the past months with the continued presence in China of certain elements of the United States Navy, the Army Advisory Group, Naval Advisory Group Survey Board, and units of American Graves Registration Service and Air Transport Command. Within these organizations there is, at the present time, sufficient personnel to adequately process new claims as they develop.

For these reasons the bases for General Wedemeyer's proposal appear to exist no longer. The classification of claims as to type mentioned in the Ministry's note of May 8, 1947 would not seem to be applicable under conditions now obtaining. The offer of the Chinese Government to assume the responsibility for investigation and disposition of such indemnity cases is appreciated. Nevertheless, in view of the change in circumstances further consideration of the matter is suggested.

As an alternative, it is proposed that claims against the United States within the scope of the Foreign Claims Act and similar pertinent acts of Congress arising out of the activities of the United States Army, Navy and Air Forces in China be processed by Army, Navy or Air Force agencies in the same manner as is now being done under Army and Navy regulations. With the exception of the classifications to be discussed hereinafter, it is intended that the indemnities awarded by said agencies be paid from United States funds. The exceptions referred to are:

A. Claims by or on behalf of individuals assigned to work for the Naval Advisory Group Survey Board or Army Advisory Group (including the Air Forces) whose salary is paid by or from Chinese funds, and whose claims are based upon an illness, injury, incident or accident arising in the course of such employment.

B. Claims for damages for injury to person or property by or on behalf of any firm or corporation, or person who does not come within the purview of the last preceding paragraph (A), whose claims are based upon an accident or incident arising out of the activities of the Naval Advisory Group Survey Board or Army Advisory Group.

With respect to the two classes of claims last mentioned (paragraphs A and B), it is proposed that the indemnities awarded claimants by agencies of the United States Army, Navy or Air Forces, be paid from the Nanking Revolving Fund or other funds of the Republic of China which will be made available for this purpose by the Chinese Government.

These proposals, of course, relate to claims other than those arising from procurement or any other contracts and are limited generally to the kind of claims mentioned in the fifth paragraph hereof.

The Embassy suggests that the Ministry make known its views as to the principles herein set forth. If the Government of the Republic of China agrees with these principles, it is further suggested that the details of the administra-

tion thereof be agreed upon by and between the Ministry of National Defense and the Chief, Army Advisory Group, and the Senior Member of the Naval Advisory Group Survey Board, or their duly authorized representatives.

NANKING, *October 13, 1947*

W.T.T.

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*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

*March 17, 1948*

No. Wai-(37)-T'iao-Erh/06591

The Ministry of Foreign Affairs presents its compliments to the American Embassy and has the honor to refer to the Embassy's third person note No. 1197 of October 13, 1947. In this note, the Embassy considered, in connection with the question of compensation arising out of activities of the United States military forces in China, that General Wedemeyer's proposal which was made on the basis of the conditions then existing can no longer be applicable under the present conditions, and in view of the change in circumstances it is proposed as follows:

Claims (against the United States) within the scope of the Foreign Claims Act and similar pertinent acts of Congress arising out of the activities of the United States Army, Navy and Air Forces in China be processed by Army, Navy or Air Forces agencies in the same manner as is now being done under Army and Navy regulations. With the exception of the following types of claims, it is intended that the indemnities awarded by said agencies be paid from United States funds. The exceptions referred to are:

A. Claims by or on behalf of individuals assigned to work for the Naval Advisory Group Survey Board or Army Advisory Group (including the Air Forces) whose salary is paid by or from Chinese funds, and whose claims are based upon an illness, injury, incident or accident arising in the course of such employment.

B. Claims for damages for injury to person or property by or on behalf of any firm or corporation, or person who does not come within the purview of the last preceding paragraph (A), whose claims are based upon an accident or incident arising out of the activities of the Naval Advisory Group Survey Board or Army Advisory Group.

With respect to the two classes of claims last mentioned, it is proposed that the indemnities awarded claimants by agencies of the United States Army, Navy or Air Forces, be paid from the Nanking Revolving Fund or other funds of the Republic of China which will be made available especially for this purpose by the Chinese Government.

These proposals refer to claims other than those arising from procurement or any other contracts and are limited generally to the types of claims stated in the above-mentioned acts.

The Embassy suggests that if the Government of the Republic of China agrees with these principles, the details for the implementation thereof be agreed upon by and between the Ministry of National Defense and the Chief, Army Advisory Group and the Senior Member of the Naval Advisory Group Survey Board, or their duly authorized representatives.

The Embassy is informed in reply that the various principles suggested in the Embassy's note under reference are agreeable to the Chinese Government. The Ministry of National Defense is being requested by the Ministry of Foreign Affairs in writing to consult forthwith with the Chief, Army Advisory Group, and the Senior Member of the Naval Advisory Group Survey Board, or their duly authorized representatives for the establishment of the details for the implementation thereof.

MINISTRY OF FOREIGN AFFAIRS  
OF THE REPUBLIC OF CHINA

## ECONOMIC COOPERATION

*Agreement, with annex, exchange of notes, and exchange of aide memoire, signed at Nanking July 3, 1948*

*Entered into force July 3, 1948*

*Article V amended by agreements of March 26 and 31, 1949;<sup>1</sup> January 21 and 31, 1950;<sup>2</sup> and August 11, 1965<sup>3</sup>*

62 Stat. 2945; Treaties and Other  
International Acts Series 1837

### ECONOMIC AID AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHINA

#### PREAMBLE

The Government of the United States of America and the Government of the Republic of China:

Considering that it is the policy of the Government of the United States of America to extend economic assistance to the people and the Government of China in accordance with the provisions of the China Aid Act of 1948;<sup>4</sup> and

Considering that it is the policy of the Government of China to undertake a vigorous program of self help in order to create more stable economic conditions in China, and to improve commercial relations with other countries;

Have agreed as follows:

#### ARTICLE I

The Government of the United States of America undertakes to assist China, by making available to the Government of China or to any person, agency or organization designated by the latter Government such assistance as may be requested by it and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, limitations and conditions, of the China Aid Act of 1948 (other than Section 404 (b) thereof), acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Government of China only such commodities, services and other assistance as are authorized to

<sup>1</sup> TIAS 1923, *post*, p. 851.

<sup>2</sup> 5 UST 2154; TIAS 3077.

<sup>3</sup> 16 UST 1650; TIAS 5888.

<sup>4</sup> 62 Stat. 158.

be made available by such acts. The Government of the United States of America may suspend or terminate at any time the assistance under this Article.

## ARTICLE II

1. In order to achieve the maximum improvement of economic conditions through the employment of assistance received from the Government of the United States of America, the Government of China undertakes

(a) to adopt or maintain the measures necessary to ensure efficient and practical use of economic resources available to it, including

(1) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement;<sup>5</sup>

(2) to the extent practicable, measures to locate, identify and put into appropriate use in furtherance of its efforts to improve economic conditions, in China, assets, and earnings therefrom which belong to nationals of China and which are situated within the United States of America, its territories or possessions. Nothing in this clause imposes any obligation on the Government of the United States of America to assist in carrying out such measures or on the Government of China to dispose of such assets;

(b) to promote the development of industrial and agricultural production on a sound economic basis;

(c) to initiate and maintain financial, monetary, budgetary and administrative measures necessary for the creation of more stable currency conditions and for the promotion of production and marketing of goods for domestic consumption and export; and

(d) to cooperate with other countries in facilitating and stimulating an increasing interchange of goods and services with other countries and in reducing public and private barriers to trade with other countries.

2. The Government of China will take the measures which it deems appropriate to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which have the effect of interfering with the purposes and policies of this Agreement.

## ARTICLE III

1. The Government of China undertakes to make all practicable efforts to improve commercial relations with other countries, including measures to improve the conditions affecting the carrying on of foreign trade by private enterprises in China.

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<sup>5</sup> See also annex, p. 835.



2. The Government of China, in carrying out the provisions of paragraph 1 of this Article, will, among other measures, administer such import and exchange controls as are, or may be, made necessary by the exigencies of China's international balance of payments and the foreign exchange resources available to the Government of China, in a uniform, fair and equitable manner.

3. The Government of the United States of America and the Government of China will consult, upon the request of either, regarding any matter relating to the application of the provisions of this Article.

#### ARTICLE IV

1. All commodities provided by the Government of the United States of America pursuant to this Agreement shall be processed and distributed by commercial enterprises or by private or Chinese Government agencies, and in accordance with terms and conditions, agreed upon from time to time between the Government of the United States of America and the Government of China.

2. The Government of China, in consultation with representatives of the United States of America, will take all appropriate steps designed to achieve fair and equitable distribution within the areas under its control of commodities provided by the Government of the United States of America pursuant to this Agreement and of similar commodities imported into China with other funds or produced locally. To the extent that circumstances and supply availabilities permit, a distribution and price control system shall be inaugurated or maintained in urban centers of China with the intent of insuring that all classes of the population shall receive a fair share of imported or indigenously produced essential civilian supplies. In permitting expendable commodities made available under this Agreement to be utilized in support of the Chinese efforts to improve consumption and price controls, it is understood that the Government of the United States of America takes no responsibility for the success of these urban programs.

3. The prices at which supplies furnished by the United States of America pursuant to this Agreement will be sold in China shall be agreed upon between the Government of the United States of America and the Government of China.

#### ARTICLE V<sup>6</sup>

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 pursuant to this Agreement.

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<sup>6</sup> For amendments to art. V, see agreements of Mar. 26 and 31, 1949 (TIAS 1923, *post*, p. 851); Jan. 21 and 31, 1950 (5 UST 2154; TIAS 3077); and Aug. 11, 1965 (16 UST 1650; TIAS 5888).

2. The Government of China agrees to establish a special account in the Central Bank of China in the name of the Government of China (hereinafter called the special account) and to make deposits in Chinese currency to this account as follows:

(a) The unencumbered balance at the close of business on the day of the signature of this Agreement in that special account in the Central Bank of China in the name of the Government of China established pursuant to the Agreement between the Government of the United States of America and the Government of China made on October 27, 1947,<sup>7</sup> and any further sums which may from time to time be required by such Agreement to be deposited in that special account. It is understood that subsection (E) of Section 114 of the Foreign Assistance Act of 1948<sup>8</sup> constitutes the approval and determination of the Government of the United States of America with respect to the disposition of such balance referred to in that Agreement, and

(b) The unencumbered balances of the deposits made by the Government of China pursuant to the exchange of notes between the two Governments dated April 30, 1948.<sup>9</sup>

(c) Amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to China on a grant basis pursuant to this Agreement less, however, the amount of deposits made pursuant to the exchange of notes referred to in sub-paragraph (b). The Government of the United States of America shall from time to time notify the Government of China of the indicated dollar cost of any such commodities, services and technical information and the Government of China will deposit in the special account at such times as may be specified by the Government of the United States of America a commensurate amount of Chinese currency computed at a rate of exchange to be agreed upon between the Government of the United States of America and the Government of China. The Government of China will upon the request of the Government of the United States of America 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 China of its requirements for administrative expenditures in Chinese currency within China incident to operations under the China Aid Act of 1948 and the Government of China will thereupon

<sup>7</sup> TIAS 1674, *ante*, p. 802.

<sup>8</sup> 62 Stat. 150.

<sup>9</sup> For text, see *Department of State Bulletin*, May 16, 1948, p. 647.

make such sums available out of any balances in the special account in the manner requested by the Government of the United States of America in the notification.

4. The Government of China will further make such sums of Chinese currency available out of any balances in the special account as may be required to cover: A. Expenditures required to carry out the purposes of the Joint Commission on Rural Reconstruction in China as provided for by Section 407 of the China Aid Act of 1948; and B. Costs (including port, storage, handling and similar charges) of transportation from any point of entry in China to the consignee's designated point of delivery in China of such relief supplies and packages as are referred to in Article VII.

5. The Government of China shall dispose of any remaining balance in the special account only for such purposes as may be agreed from time to time with the Government of the United States of America including in particular: A. Sterilization as a measure of monetary and financial stabilization; B. Expenditures incident to the stimulation of productive activity and the development of new sources of wealth including 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; C. Expenditures upon projects or programs the external costs of which are being covered in whole or in part by assistance rendered by the Government of the United States of America or by loans from the International Bank for Reconstruction and Development; or D. Expenditures upon uncompleted relief or work relief projects undertaken pursuant to the Agreement between the Governments of the United States of America and of China of October 27, 1947.

6. The Government of China will maintain the value in terms of United States dollar equivalent of such amount of the special account as is: A. Indicated by the Government of the United States of America as necessary for administrative expenditures referred to in paragraph 3 of this Article; B. Required for the purposes of paragraph 4 of this Article; and C. Agreed between the two Governments to be necessary to defray the expenses in Chinese currency associated with reconstruction projects or programs the external costs of which are met in whole or in part by assistance rendered by the Government of the United States of America pursuant to the Agreement. The Government of China will carry out this provision by depositing such additional amounts of Chinese currency as the Government of the United States of America may from time to time determine after consultation with the Government of China.

7. Any unencumbered balance remaining in the special account on April 3, 1949,<sup>10</sup> shall be disposed of within China for such purposes as may hereafter be agreed between the Governments of the United States of Amer-

<sup>10</sup> For an amendment, see agreement of Mar. 26 and 31, 1949 (TIAS 1923), *post*, p. 851.

ica and of China, 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 VI

1. The Government of China will facilitate the transfer to the United States of America for stockpiling or other purposes of materials originating in China 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 of China after due regard for the reasonable requirements of China for domestic use and commercial export of such materials. The Government of China will take such specific measures as may be necessary to carry out the provisions of this paragraph.<sup>11</sup> The Government of China will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of China will, when so requested by the Government of the United States of America, negotiate such arrangements as are appropriate to carry out the provisions of paragraph (9) of subsection 115 (B) of the Foreign Assistance Act of 1948 which relates to the development and transfer of materials required by the United States of America.

3. The Government of China, when so requested by the Government of the United States of America, will cooperate, wherever appropriate, to further the objectives of paragraphs 1 and 2 of this Article in respect of materials originating outside of China.

#### ARTICLE VII

The Government of China will, when so requested by the Government of the United States of America, enter into negotiations for agreements (including the provisions of duty free treatment under appropriate safeguards) to facilitate the entry into China 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 China.

#### ARTICLE VIII

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 China 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 China:

<sup>11</sup> See also exchange of aide memoire, p. 837.

(a) detailed information regarding projects, programs and measures proposed or adopted by the Government of China to carry out the provisions of this Agreement;<sup>12</sup>

(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 which the Government of the United States of America may need to determine the nature and scope of operations, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement.

3. The Government of China will assist the Government of the United States of America to obtain information relating to the materials originating in China referred to in Article VI which is necessary to the formulation and execution of the arrangements provided for in that Article.

#### ARTICLE IX

1. The Government of China will keep the people of China fully informed of the progress achieved by the Government of China in implementing the undertakings contained in this Agreement designed to achieve more stable economic conditions in China, and it will provide continuously information to the people of China regarding the nature and extent of assistance furnished pursuant to this Agreement. It will make such information available to the media of public information and will take practicable steps to ensure that appropriate facilities are provided for the dissemination of such information.

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 China will make public in China in each calendar quarter full statements of operations under this Agreement, including information as to the uses of funds, commodities and services received.

#### ARTICLE X

1. The Government of China agrees to receive a Special Mission for Economic Cooperation which will discharge the responsibilities of the Government of the United States of America in China under this Agreement.

2. The Government of China will, upon appropriate notification from the Ambassador of the United States of America in China, consider the Special Mission and its personnel as part of the Embassy of the United States of America in China for the purposes of enjoying the privileges and immunities accorded to that Embassy and its personnel of comparable rank. The Government of China will further accord appropriate courtesies to the mem-

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<sup>12</sup> See also annex, p. 835.

bers and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America and will grant them the facilities and assistance necessary to the effective performance of their responsibilities.

3. The Government of China will extend full cooperation to the Special Mission and to the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

## ARTICLE XI

1. The Governments of the United States of America and of China agree to submit to the decision of the International Court of Justice any claim espoused by either Government on behalf of one of its nationals against the other Government for compensation for damage arising as a consequence of governmental measures (other than measures concerning enemy property or interests) taken after April 3, 1948 by the other Government and affecting property or interests of such national including contracts with or concessions granted by duly authorized authorities of such other Government. It is understood that the undertaking of each Government in respect of claims espoused by the other Government pursuant to this paragraph is made in the case of each Government under the authority of and is limited by the terms and conditions of such effective recognition as it has heretofore given to the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court.<sup>13</sup> The provisions of this paragraph shall be in all respects without prejudice to other rights of access, if any, of either Government to the International Court of Justice or to the espousal and presentation of claims based upon alleged violations by either Government of rights and duties arising under treaties, agreements or principles of international law.

2. The Governments of the United States of America and of China further agree that such claims may be referred in lieu of the Court to any arbitral tribunal mutually agreed upon.<sup>14</sup>

3. It is further understood that neither Government will espouse a claim pursuant to this Article unless the national concerned has exhausted the remedies available to him in the administrative and judicial tribunals of the country in which the claim exists.

## ARTICLE XII

1. This agreement shall become effective on this day's date. It shall remain in force until June 30, 1950 and, unless at least six months before June

<sup>13</sup> TS 993, *ante*, vol. 3, p. 1186.

<sup>14</sup> See also exchange of notes, p. 836.



30, 1950, either Government shall have given the other notice in writing 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. Article V shall remain in effect until all the sums in the currency of China required to be disposed of in accordance with its own terms have been disposed of as provided in such Article.

2. This Agreement may be amended at any time by agreement between the two Governments.

3. The Annex to this Agreement forms an integral part thereof.

4. This Agreement shall be registered with the Secretary-General of the United Nations.

In witness whereof the respective representatives duly authorized for the purpose have signed the present Agreement.

Done at Nanking in duplicate in the English and Chinese languages, both texts authentic, this third day of July 1948, corresponding to the third day of the seventh month of the thirty-seventh year of the Republic of China.

J. LEIGHTON STUART

*For the Government of the United States of America*

WANG SHIH-CHIEH

*For the Government of the Republic of China*

#### ANNEX

1. It is understood that the requirements of paragraph 1 (a) of Article II, relating to the adoption of measures for the efficient use of resources would include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the Government of China will not be requested, under paragraph 2 (a) of Article VIII to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

3. It is understood that the Government of the United States of America in making the notifications referred to in paragraph 2 of Article X 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 X would, when necessary, be the subject of intergovernmental discussion.

NANKING, *July 3, 1948*

J. LEIGHTON STUART

WANG SHIH-CHIEH



## EXCHANGE OF NOTES

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY

NANKING, July 3, 1948

No. 491

EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments on the conclusion of a Bilateral Agreement relative to the American Aid to China, and to confirm the understanding that any agreements which might be arrived at pursuant to Paragraph 2 of Article XI would be subject to ratification by the Senate of the United States of America.

Please accept, Excellency, the renewed assurance of my highest consideration.

J.L.S.

His Excellency

Dr. WANG SHIH-CHIEH,

*Minister for Foreign Affairs,*

*Ministry of Foreign Affairs,*

*Nanking.*

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*The Minister of Foreign Affairs to the American Ambassador*

THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

NANKING, July 3, 1948

EXCELLENCY:

I have the honor to acknowledge receipt of your Excellency's Note No. 491 reading as follows:

[For text of U.S. note, see above.]

I have the honor to confirm the above understanding.

Please accept, Excellency, the renewed assurances of my highest consideration.

WANG SHIH-CHIEH

His Excellency

Dr. J. LEIGHTON STUART,

*Ambassador of the United States*

*of America to China,*

*Nanking.*

## EXCHANGE OF AIDE MEMOIRE

*The American Embassy to the Ministry for Foreign Affairs*

No. 560

## AIDE-MEMOIRE

With reference to Aide-Memoires numbered 530, 531 and 532 of July 19, 1948, and subsequent discussions of the subjects treated therein between Dr. Tung Ling of the Ministry of Foreign Affairs and an officer of the Embassy, the Embassy reported to the Department of State the views of the Ministry as presented. In deference to the views of the Ministry of Foreign Affairs that the amendments requested in the Economic Aid Agreement and the annexed Note are unnecessary, the Department of State has now authorized the Embassy to withdraw its request for such amendments.

Apart from the question of amendment, however, the Department of State has requested the Embassy to bring to the attention of the Ministry of Foreign Affairs the importance attached by the United States Government to the omission from paragraph 1 of Article VI of the language cited in the Embassy's Aide-Memoire No. 532 of July 19. Accordingly the Embassy would appreciate confirmation from the Ministry of Foreign Affairs that it concurs in the interpretation of the United States Government that "specific measures as may be necessary to carry out the provisions of this paragraph", which sentence appears in paragraph 1 of Article VI of the Agreement, comprehends the promotion of the increased production of such materials in China and the removal of any hindrance to the transfer of such materials to the United States of America.

NANKING, July 27, 1948

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*The Ministry for Foreign Affairs to the American Embassy*THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

## AIDE-MEMOIRE

Reference is made to the Embassy's Aide-Memoire numbered 560 of July 27, 1948, which states, *inter alia*, that, according to the view of the United States Government, "specific measures as may be necessary to carry out the provisions of this paragraph", provided in Paragraph 1 of Article VI of the Sino-American Bilateral Aid Agreement of July 3, 1948, comprehends the promotion of the increased production of such materials in China and the removal of any hindrance to the transfer of such materials to the United States of America.

In reply, the Ministry wishes to inform the Embassy that the Chinese Government concurs with the United States Government in the interpretation as stated above.

NANKING, July 28, 1948.

## MOST-FAVORED-NATION TREATMENT FOR AREAS UNDER OCCUPATION OR CONTROL

*Exchange of notes at Nanking July 3, 1948*

*Entered into force July 3, 1948*

*Expired in accordance with its terms*

62 Stat. 2982; Treaties and Other  
International Acts Series 1839

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY

*Nanking, July 3, 1948*

### EXCELLENCY:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments on the conclusion of a bilateral agreement relative to the American Aid to China 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 Republic of China 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 areas 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 point 1 above will apply on the part of the Government of the United States of America or the Government of China 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

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<sup>1</sup> TIAS 1700, *ante*, vol. 4, p. 641.

to the merchandise trade of the United States of America or China respectively.

3. The undertakings in points 1 and 2, above, are entered into in the light of the absence at the present time of effective or significant tariff barriers to imports into the areas herein concerned. In the event that such tariff barriers are imposed, it is understood that such undertakings shall be without prejudice to the application of the principles set forth by 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 point 1, above, may have the effect of indirectly subsidizing the exports of such areas to an extent which it would be difficult to calculate exactly. As long as such a condition exists, and if consultation with the Government of the United States of America fails to reach an agreed solution to the problem, it is understood that it would not be inconsistent with the undertaking in point 1 for the Government of China to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of China determines that the subsidization is such as to cause or threaten material injury to an established domestic industry or is such as to prevent or materially retard the establishment of a domestic industry.

5. The undertakings in this note shall remain in force until January 1, 1951, and unless at least six months before January 1, 1951, either Government shall have given notice in writing to the other of intention to terminate these undertakings on that date, they shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

Please accept, Excellency, the renewed assurances of my highest consideration.

J. LEIGHTON STUART

His Excellency

Dr. WANG SHIH-CHIEH,

*Minister for Foreign Affairs,*

*Ministry of Foreign Affairs,*

*Nanking.*

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<sup>2</sup> Unperfected; for excerpts, see *A Decade of American Foreign Policy: Basic Documents, 1941-49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

*The Minister of Foreign Affairs to the American Ambassador*

THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

NANKING, July 3, 1948

EXCELLENCY,

I have the honor to acknowledge receipt of Your Excellency's Note reading as follows:

[For text of U.S. note, see above.]

I have the honor to confirm the above understandings.

Please accept, Excellency, the renewed assurances of my highest consideration.

WANG SHIH-CHIEH

His Excellency

Dr. J. LEIGHTON STUART,

*Ambassador Extraordinary & Plenipotentiary  
of the United States of America  
to the Republic of China,  
Nanking.*

## RURAL RECONSTRUCTION

*Exchange of notes at Nanking August 5, 1948*

*Entered into force August 5, 1948*

*Modified and extended by agreement of June 27, 1949*<sup>1</sup>

62 Stat. 3139; Treaties and Other  
International Acts Series 1848

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY  
*Nanking, August 5, 1948*

EXCELLENCY:

I have the honor to refer to Section 407 of the China Aid Act of 1948<sup>2</sup> enacted by the Government of the United States of America (hereinafter referred to as the Act), which provides, among other things, for the conclusion of an agreement between China and the United States of America establishing a Joint Commission on Rural Reconstruction in China. In pursuance of the general principles laid down in the Act, and in particular Section 407 thereof, I have the honor to bring forward the following proposals regarding the organization of the Joint Commission and related matters:

(1) There shall be established a Joint Commission on Rural Reconstruction in China (hereinafter referred to as the Commission), to be composed of two citizens of the United States of America appointed by the President of the United States of America and three citizens of the Republic of China to be appointed by the President of China. The Commission shall elect one of the Chinese members as Chairman.

(2) The functions and authority of the Commission shall, subject to the provisions of the above-mentioned Section of the Act, be as follows:

(a) To formulate and carry out through appropriate Chinese Government agencies, and international or private agencies in China a coordinated program for reconstruction in rural areas of China (hereinafter referred to as the Program);

<sup>1</sup> TIAS 1975, *post*, p. 853.

<sup>2</sup> 62 Stat. 158.

(b) To conclude arrangements with the agencies referred to in the preceding paragraph establishing a basis for their cooperation;

(c) To recommend to the Governments of the United States of America and of China, within the limits prescribed by the Act, the allocation of funds and other assistance to the Program, and to recommend to the Government of China the allocation of such other funds and assistance as are deemed essential to the success of the Program;

(d) To establish standards of performance for implementation of the Program, including the qualifications, type and number of personnel to be used by cooperating agencies in the Program, and to maintain a constant supervision of all phases of the Program, with authority to recommend changes in or stoppage of any phase of the Program;

(e) To appoint such executive officers and administrative staff as the Commission deems necessary to carry out the Program, it being understood that the chief executive officer shall be a citizen of China. Salaries, expenses of travel and other expenses incident to the administrative functions of the Commission itself shall be paid from funds made available under Section 407(b) of the Act.

(3) In its Program the Commission may include the following types of activity to be carried out in agreement with the agencies referred to in paragraph (2) (a);

(a) A coordinated extension-type program in agriculture, home demonstration, health and education, for initiation in a selected group of *hsien* in several provinces to include a limited number of subsidiary projects suited to conditions in the areas where the program is developed, in such fields as agricultural production, marketing, credit, irrigation, home and community industries, nutrition, sanitation, and education of a nature which will facilitate the promotion of all projects being undertaken;

(b) Consultation with the Chinese Government concerning ways and means of progressively carrying out land reform measures;

(c) Subsidiary projects in research, training and manufacturing, to be carried out in suitable locations to provide information, personnel and materials required by the Program;

(d) Projects to put into effect over a wider area than provided for in the coordinated extension-type program specified in (a), any of the above lines of activity which can be developed soundly on a larger scale, of which examples might be the multiplication and distribution of improved seeds, the control of rinderpest of cattle, the construction of irrigation and drainage facilities, and the introduction of health and sanitation measures;

(e) Related measures, in line with the general objectives of this Program;

(f) The distribution of the assistance in this Program, on the principle of giving due attention to strengthening rural improvement in areas where selected projects can be progressively developed and where their development



will contribute most effectively to the achievement of purposes for which this Program is undertaken, but that the principle of distributing aid will not be controlled by proportionate or geographical consideration per se.

(4) In respect of any decision of the Commission, the approval of the Government of China shall be obtained prior to its execution if the Commission or its Chairman, with the concurrence of the Chinese members, deems it necessary.

(5) The Commission shall publish in China and transmit to the Government of the United States of America and the Government of China, in such form and at such times as may be requested by either of the two Governments, full statements of operations, including a statement on the use of funds, supplies and services received, and will transmit to the two Governments any other matter pertinent to operations as requested by either of the two Governments. The Government of China will keep the people of China fully informed of the intended purpose and scope of the Program and of the progress achieved by the Commission in implementing the Program, including the nature and extent of the assistance furnished by the Government of the United States of America.

(6) The Government of China will upon appropriate notification of the Ambassador of the United States of America in China consider the United States members and personnel of the Commission as part of the Embassy of the United States of America in China for the purpose of enjoying the privileges and immunities accorded to that Embassy and its personnel of comparable rank. It is understood that the Ambassador of the United States of America in China in making the notification will bear in mind the desirability of restricting, so far as practicable, the number of officials for whom full diplomatic privileges and immunities would be requested. It is also understood that the detailed application of this paragraph would, when necessary, be a subject of inter-governmental discussion.

(7) All supplies imported into China for use in the Program shall be free of Customs duties, Conservancy dues and other charges imposed by the Government of China on similar supplies which are imported through regular commercial channels.

(8) The Government of the United States of America and the Government of China will consult with respect to problems incident to the interpretation, implementation and possible amendment of the terms of the agreement embodied in this exchange of notes whenever either of the two Governments considers such action appropriate.

(9) The Government of the United States of America reserves the right at any time to terminate or suspend its assistance, or any part thereof, provided under this exchange of notes. Assistance furnished by the Government of the United States of America under Section 407 of the Act and pursuant to this exchange of notes shall not be construed as an express or implied

assumption by the Government of the United States of America of any responsibility for making any further contributions to carry out the purposes of Section 407 of the Act or of this exchange of notes.

(10) This note and Your Excellency's reply accepting the above proposals on behalf of the Government of China will constitute an agreement between the two Governments in the sense of Section 407 of the Act. Subject to the provisions of paragraphs (8) and (9), this exchange of notes will remain in force until June 30, 1949, or, upon the request of either Government transmitted to the other Government at least two months before June 30, 1949, until the date of termination of the Economic Aid Agreement between the two Governments concluded on July 3, 1948.<sup>3</sup>

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

J. LEIGHTON STUART

His Excellency

Dr. WANG SHIH-CHIEH,

*Minister for Foreign Affairs,*

*Ministry of Foreign Affairs,*

*Nanking.*

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*The Minister of Foreign Affairs to the American Ambassador*

THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

[SEAL]

NANKING, *August 5, 1948*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date which reads as follows:

[For text of U.S. note, see above.]

On behalf of the Government of China, I have the honor to accept the proposals contained in the note quoted above.

In recognition of the importance of the Program as one of the essential means of achieving the objectives in which the Governments of China and of the United States of America unite in seeking under the Economic Aid Agreement between the two Governments concluded on July 3, 1948, the Government of China undertakes to afford to the execution of the Program the full weight of its support and to direct cooperating agencies of the Government of China, including the local officials concerned, to give

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<sup>3</sup> TIAS 1837, *ante*, p. 827.

such assistance and facilities as are essential to the success of their undertakings under the Program.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

WANG SHIH-CHIEH

His Excellency

J. LEIGHTON STUART,

*Ambassador of the United States of America to China,  
Nanking.*

## FRIENDSHIP, COMMERCE, AND NAVIGATION

*Exchanges of notes at Nanking November 29, 1948, supplementing  
treaty of November 4, 1946*

*Entered into force November 29, 1948*

63 Stat. 1392; Treaties and Other  
International Acts Series 1871

*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY  
*Nanking, November 29, 1948*

No. 935

### EXCELLENCY:

I have the honor to refer to Article XXVII of the Treaty of Friendship, Commerce and Navigation between the United States of America and the Republic of China signed at Nanking on November 4, 1946<sup>1</sup> and to the recent conversations between representatives of our two Governments regarding the applicability of the provisions of the aforesaid Treaty to the Trust Territory of the Pacific Islands.

In view of the special relationship established with respect to the Trust Territory of the Pacific Islands by the Trusteeship Agreement approved by the Security Council of the United Nations on April 2, 1947, the Government of the United States of America proposes that: (1) the Treaty of Friendship, Commerce and Navigation between the United States of America and the Republic of China, signed at Nanking on November 4, 1946, shall not apply to the Trust Territory of the Pacific Islands except to the extent that the President of the United States of America shall by proclamation extend the provisions of the Treaty to such Trust Territory; (2) the provisions of the Treaty according treatment no less favorable than the treatment accorded to any third country shall not apply to advantages now accorded or which may hereafter be accorded by the United States of America or its territories and possessions, irrespective of any change in their political status, to the Trust Territory of the Pacific Islands.

If the foregoing proposals are acceptable to the Government of the Republic of China, the Government of the United States of America will

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<sup>1</sup> TIAS 1871, *ante*, p. 761.

consider this note and your reply as placing on record the understanding of the two Governments in this matter, with effect from the date of entry into force of the aforesaid Treaty.

Please accept, Excellency, the renewed assurances of my highest consideration.

J. LEIGHTON STUART

His Excellency

Dr. WANG SHIH-CHIEH,

*Minister for Foreign Affairs,*

*Ministry of Foreign Affairs,*

*Nanking.*

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*The Minister of Foreign Affairs to the American Ambassador*

THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

NANKING, *November 29, 1948*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date which contains the following proposals on the part of the Government of the United States of America with respect to the applicability to the Trust Territory of the Pacific Islands of the Treaty of Friendship, Commerce and Navigation between the Republic of China and the United States of America signed at Nanking on November 4, 1946: (1) the Treaty of Friendship, Commerce and Navigation between the United States of America and the Republic of China, signed at Nanking on November 4, 1946, shall not apply to the Trust Territory of the Pacific Islands except to the extent that the President of the United States of America shall by proclamation extend the provisions of the Treaty to such Trust Territory; (2) the provisions of the treaty according treatment no less favorable than the treatment accorded to any third country shall not apply to advantages now accorded or which may hereafter be accorded by the United States of America or its territories and possessions, irrespective of any change in their political status, to the Trust Territory of the Pacific Islands.

I have the honor to inform you that the Government of the Republic of China accepts the foregoing proposals and considers your note together with this reply as placing on record the understanding of our two Governments in this matter, with effect from the date of entry into force of the aforesaid Treaty.

Please accept, Excellency, the renewed assurances of my highest consideration.

[SEAL]

His Excellency

Dr. J. LEIGHTON STUART,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
to the Republic of China,  
Nanking.*

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*The American Ambassador to the Minister of Foreign Affairs*

AMERICAN EMBASSY

*Nanking, November 29, 1948*

No. 936

EXCELLENCY:

I have the honor to refer to Article XV and paragraph 3 (c) of Article XXVI of the Treaty of Friendship, Commerce and Navigation between the United States of America and the Republic of China signed at Nanking on November 4, 1946, and to state that it is the understanding of the Government of the United States of America that the provisions of the aforesaid Treaty do not preclude action by either of the parties thereto which is required or specifically permitted by the General Agreement on Tariffs and Trade<sup>2</sup> or by Chapter IV of the Havana Charter for an International Trade Organization,<sup>3</sup> during such time as the party applying such measures is a contracting party to the General Agreement or is a member of the International Trade Organization.

I should be glad if your Excellency would confirm this understanding on behalf of the Government of the Republic of China.

Please accept, Excellency, the renewed assurances of my highest consideration.

J. LEIGHTON STUART

His Excellency

Dr. WANG SHIH-CHIEH,  
*Minister for Foreign Affairs,  
Ministry of Foreign Affairs,  
Nanking.*

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<sup>2</sup> TIAS 1700, *ante*, vol. 4, p. 641.

<sup>3</sup> Unperfected; for excerpts, see *A Decade of American Foreign Policy: Basic Documents, 1941-49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

*The Minister of Foreign Affairs to the American Ambassador*THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

NANKING, November 29, 1948

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date with respect to Article XV and paragraph 3 (c) of Article XXVI of the Treaty of Friendship, Commerce and Navigation between the Republic of China and the United States of America signed at Nanking on November 4, 1946, and to confirm that it is the understanding of the Government of the Republic of China that the provisions of the aforesaid Treaty do not preclude action by either of the parties thereto which is required or specifically permitted by the General Agreement on Tariffs and Trade or by Chapter IV of the Havana Charter for an International Trade Organization, during such time as the party applying such measures is a contracting party to the General Agreement or is a member of the International Trade Organization.

Please accept, Excellency, the renewed assurances of my highest consideration.

[SEAL]

His Excellency

Dr. J. LEIGHTON STUART,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
to the Republic of China,  
Nanking.*



## RELIEF ASSISTANCE

*Exchange of notes at Nanking November 5 and 18, 1948*

*Entered into force November 18, 1948*

*Amended by agreements of October 20 and December 12, 1952, and  
July 12 and October 26, 1954<sup>1</sup>*

[For text of agreements of November 5 and 18, 1948, and October 20 and December 12, 1952, see 3 UST 5462; TIAS 2749.]

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<sup>1</sup> 5 UST 2930; TIAS 3151

## ECONOMIC COOPERATION

*Exchange of notes at Canton March 26 and 31, 1949, amending agreement of July 3, 1948*

*Entered into force March 31, 1949*

63 Stat. 2425; Treaties and Other  
International Acts Series 1923

*The American Minister to the Vice Minister of Foreign Affairs*

AMERICAN EMBASSY, CANTON

*March 26, 1949*

No. 132

### EXCELLENCY:

Under instructions of my Government, I have the honor to invite your Excellency's attention to Article V, Paragraph 7, of the Bilateral Agreement covering economic aid to China<sup>1</sup> which requires that the unencumbered balance remaining in the Special Account on April 3, 1949, be disposed of as agreed between the Governments of the United States and China.

In view of existing situation, my Government proposes that the date mentioned in Article V, Paragraph 7, be changed from April 3 to December 31, 1949.

If the Chinese Government is agreeable to this proposal, this note and your reply indicating such approval will be deemed to constitute amendment to the Bilateral Agreement.

Please accept, Excellency, the renewed assurances of my highest consideration.

LEWIS CLARK

*American Minister*

His Excellency

Dr. TUNG LING,

*Vice-Minister for Foreign Affairs,  
Ministry of Foreign Affairs,  
Canton.*

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<sup>1</sup> Agreement signed at Nanking July 3, 1948 (TIAS 1837, *ante*, p. 827).

*The Vice Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

01908

MARCH 31, 1949

EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's Note, No. 132, dated March 26, 1949, in which you are good enough to inform me that you have been instructed by your Government to invite my attention to Article V, Paragraph 7, of the Bilateral Agreement covering economic aid to China which requires that the unencumbered balance remaining in the Special Account on April 3, 1949, be disposed of as agreed between the Governments of the United States and China, and that in view of the existing situation, your Government proposes that the date mentioned in Article V, Paragraph 7, of the above-mentioned Agreement, be changed from April 3 to December 31, 1949.

In reply, I have the honour to inform you that the Chinese Government is agreeable to this proposal, and will deem your note and this reply as constituting amendment to the Bilateral Agreement.

Please accept, Excellency, the renewed assurances of my highest consideration.

TUNG LING

*Vice-Minister**Ministry of Foreign Affairs*

His Excellency

MR. LEWIS CLARK,

*American Minister,**American Embassy,**Canton.*

## RURAL RECONSTRUCTION

*Exchange of notes at Canton June 27, 1949, modifying and extending  
agreement of August 5, 1948*

*Entered into force June 27, 1949*

63 Stat. 2702; Treaties and Other  
International Acts Series 1975

*The American Minister to the Acting Minister of Foreign Affairs*

AMERICAN EMBASSY

*Canton, June 27, 1949*

No. 262

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments constituted by the exchange of notes dated August 5, 1948,<sup>1</sup> providing for the establishment of a Sino-American Joint Commission on Rural Reconstruction in China.

My Government proposes that the Agreement be extended until the date of termination of the Economic Aid Agreement between our two Governments concluded July 3, 1948,<sup>2</sup> and that references in the exchange of notes to Section 407 of the China Aid Act of 1948,<sup>3</sup> be deemed to include reference to Section 12 of Public Law 47, 81st Congress.<sup>4</sup>

This note and Your Excellency's reply accepting the above proposal will constitute an agreement between our two Governments.

Please accept, Excellency, the renewed assurances of my highest consideration.

LEWIS CLARK

His Excellency

Dr. GEORGE YEH,

*Acting Minister for Foreign Affairs,  
Canton.*

<sup>1</sup> TIAS 1848, *ante*, p. 841.

<sup>2</sup> TIAS 1837, *ante*, p. 827.

<sup>3</sup> 62 Stat. 158.

<sup>4</sup> 63 Stat. 55.

*The Acting Minister of Foreign Affairs to the American Minister*

THE MINISTRY OF FOREIGN AFFAIRS  
REPUBLIC OF CHINA

CANTON, June 27, 1949

EXCELLENCY,

I have the honor to acknowledge receipt of Your Excellency's Note reading as follows:

[For text of U.S. note, see above.]

In reply, I have the honor to confirm the above understandings.

Please accept, Excellency, the renewed assurances of my highest consideration.

GEORGE K. C. YEH

His Excellency,

Mr. LEWIS CLARK,

*Minister of the United States of America  
to the Republic of China,  
Canton.*

## Colombia

### PEACE, AMITY, NAVIGATION, AND COMMERCE

*Treaty signed at Bogotá October 3, 1824*

*Senate advice and consent to ratification March 3, 1825*

*Ratified by the President of the United States March 7, 1825*

*Ratified by Colombia March 26, 1825*

*Ratifications exchanged at Washington May 27, 1825*

*Entered into force May 27, 1825*

*Proclaimed by the President of the United States May 31, 1825*

*Provisions relating to commerce and navigation expired May 27, 1837<sup>1</sup>*

*Terminated June 10, 1848, by treaty of December 12, 1846<sup>2</sup>*

8 Stat. 306; Treaty Series 52<sup>3</sup>

#### GENERAL CONVENTION OF PEACE, AMITY, NAVIGATION, AND COMMERCE BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COLOMBIA

In the name of God Author and Legislator of the Universe

The United States of America and the Republic of Colombia 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 or General Convention of peace, friendship, Commerce, and Navigation; For this most desirable object the President of the United States of America has conferred full powers on Richard Clough Anderson junior a citizen of the said States and their Minister Plenipotentiary to the said Republic and the Vice President of the Republic of Colombia charged with the Executive power on Pedro Gual Secretary of State and of Foreign Relations, who after having exchanged

<sup>1</sup> In accordance with terms of art. 31.

<sup>2</sup> TS 54, *post*, p. 868.

<sup>3</sup> For a detailed study of this treaty, see 3 Miller 163.

their said full powers in due and proper form have agreed to the following Articles.

ARTICLE FIRST. There shall be a perfect, firm, and inviolable peace and sincere friendship between the United States of America and the Republic of Colombia in all the extent of their possessions and territories and between their people and Citizens respectively without distinction of persons or places.

ARTICLE SECOND. The United States of America and the Republic of Colombia 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 favour 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 THIRD. The Citizens of the United States may frequent all the coasts and Countries of the Republic of Colombia and reside and trade there, in all sorts of produce, manufactures, and merchandize and shall pay no other or greater duties, charges, or fees whatsoever, than the most favoured nation is or shall be obliged to pay; and they shall enjoy all the rights, privileges, and exemptions in navigation and Commerce, which the most favoured nation does or shall enjoy, submitting themselves nevertheless to the laws, decrees, and usages there established and to which are submitted the subjects and citizens of the most favoured nations. In like manner the Citizens of the Republic of Colombia may frequent all the coasts and countries of the United States and reside and trade there, in all sorts of produce, manufactures, and merchandize, and shall pay no other or greater duties, charges, or fees whatsoever, than the most favoured nation is, or shall be obliged to pay; and they shall enjoy all the rights, privileges, and exemptions in navigation and commerce, which the most favoured nation does or shall enjoy, submitting themselves nevertheless to the laws, decrees and usages there established, and to which are submitted the subjects and Citizens of the most favoured nations.

ARTICLE FOURTH. 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 FIFTH. The Citizens of neither of the Contracting parties shall be liable to any Embargo, nor be detained with their Vessels, cargos, mer-



chandizes or effects for any military expedition, nor for any public or private purpose whatever, without allowing to those interested a sufficient indemnification.

ARTICLE SIXTH. 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 SEVENTH. All the ships, merchandize, and effects belonging to the citizens of one of the contracting parties, which may be captured by pirates, whether within the limits of its jurisdiction or on the high seas, and may be carried or found in the rivers, roads, bays, ports, or dominions of the other, shall be delivered up to the owners, they proving in due and proper form, their rights before the Competent tribunals; it being well understood that the claim should be made within the term of one year by the parties themselves, their attorneys, or agents of the respective governments.

ARTICLE EIGHTH. 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 merchandizes and effects, without exacting for it any duty, impost or contribution whatever, until they may be exported.

ARTICLE NINTH. 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 and exempt from all rights of detraction on the part of the government of the respective States.

ARTICLE TENTH. 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 in the said trials.

ARTICLE ELEVENTH. It is likewise agreed that the most perfect and entire security of Conscience shall be enjoyed by the citizens of both the contracting parties in the countries subject to the jurisdiction of the one and the other, without their being liable to be disturbed or molested on account of their religious belief, so long as they respect the laws and established usages of the Country. Moreover the bodies of the Citizens of one of the contracting parties, who may die in the territories of the other, shall be buried in the usual burying grounds or in other decent and suitable places, and shall be protected from violation or disturbance.

ARTICLE TWELFTH. It shall be lawful for the Citizens of the United States of America and of the Republic of Colombia 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 the ships and merchandizes before mentioned and to trade with the same liberty and security from the places, ports, and havens of those who are enemies of both or either party, without any opposition or disturbance whatsoever, not only directly from the places of the enemy beforementioned to neutral places, but also from one place belonging to an enemy to another place belonging to an enemy, whether they be under the jurisdiction of one power or under several. And it is hereby stipulated that free Ships shall also give freedom to goods, and that every thing shall be deemed to be free and exempt, which shall be found on board the Ships belonging to the Citizens of either of the Contracting parties, although the whole lading or any part thereof should appertain to the enemies of either, Contraband goods being always excepted. It is also agreed in like manner that the same liberty be extended to persons, who are on board a free ship, with this effect that although they be enemies to both or either party, they are not to be taken out of that free Ship, unless they are officers or soldiers and in the actual service of the enemies; Provided however and it is hereby agreed that the stipulations in this Article contained declaring that the flag shall cover the property, shall be understood as applying to those powers only, who

recognize this principle, but if either of the two contracting parties shall be at war with a third and the other neutral, the flag of the neutral shall cover the property of enemies, whose governments acknowledge this principle and not of others.

ARTICLE THIRTEENTH. It is likewise agreed that in the case, where the neutral flag of one of the contracting parties shall protect the property of the enemies of the other, by virtue of the above stipulation, it shall always be understood that the neutral property found on board such 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 enemy's property, in that case the goods and merchandizes of the neutral embarked in such enemy's ships, shall be free.

ARTICLE FOURTEENTH. This liberty of Navigation and Commerce shall extend to all kinds of merchandizes excepting those only which are distinguished by the name of Contraband and under this name of Contraband or prohibited goods shall be comprehended; first, Cannons, mortars, howitzers, swivels, blunderbusses, muskets, fusees, rifles, Carbines, pistols, pikes, swords, sabres, lances, spears, halberds, and grenades, bombs, powder, matches, balls, and all other things belonging to the use of these arms; Secondly, Bucklers, helmets, breast plates, coats of Mail, infantry belts, and clothes made up in the form and for a military use; thirdly, Cavalry-belts, and horses with their furniture; fourthly, 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 FIFTEENTH. All other merchandizes and things not comprehended in the articles of contraband explicitly enumerated and classified as above, shall be held and considered as free, and subjects of free and lawful commerce, so that they may be carried and transported in the freest manner by both the Contracting parties even to places belonging to an enemy, excepting only those places which are at that time besieged or blocked up; 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 SIXTEENTH. The articles of Contraband before enumerated and classified which may be found in a Vessel bound for an enemy's port, shall be subject to detention and confiscation, leaving free the rest of the cargo and the ship, that the owners may dispose of them as they see proper. No vessel of either of the two nations shall be detained on the high seas on account of having on board, articles of Contraband whenever the Master, Captain, or Supercargo of said Vessel will deliver up the Articles of Contraband to the

Captor, unless the quantity of such Articles be so great and of so large a bulk, that they cannot be received on board the Capturing Ship without great inconvenience; but in this and in all other cases of just detention, the vessel detained shall be sent to the nearest convenient, and safe port for trial and judgement according to law.

ARTICLE SEVENTEENTH. And whereas it frequently happens that Vessels sail for a port or place belonging to an enemy without knowing that the same is besieged, blockaded, or invested, it is agreed that every vessel so circumstanced may be turned away from such port or place, but shall not be detained, nor shall any part of her cargo, if not Contraband, be confiscated unless after warning of such blockade or investment from the commanding officer of the blockading forces, she shall again attempt to enter, but she shall be permitted to go to any other port or place she shall think proper. Nor shall any Vessel of either 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 EIGHTEENTH. 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 Cannon shot, and may send its boat with two or three men only in order to execute the said examination of the papers concerning the ownership and Cargo of the vessel, without causing the least extortion, violence, or ill treatment, for which the Commanders of the said armed ships shall be responsible with their persons and property; for which purpose the Commanders of said private armed Vessels shall before receiving their commissions, give sufficient security to answer for all the damages they may Commit. And it is expressly agreed that the neutral party shall in no case be required to go on board the examining vessel for the purpose of exhibiting her papers or for any other purpose whatever.

ARTICLE NINETEENTH. To avoid all Kind of Vexation and abuse in the examination of the papers relating to the ownership of the Vessels belonging to the Citizens of the two Contracting parties, they have agreed and do agree, that in case one of them should be engaged in War, the Ships and Vessels belonging to the Citizens of the other, must be furnished with sea-letters or passports expressing the name, property, and bulk of the Ship, as also the name and place of habitation of the Master or Commander of said Vessel, in order that it may thereby appear that the Ship really and truly belongs to the Citizens of one of the parties; they have likewise agreed that such Ships being laden, besides the said sea-letters or passports, shall also be provided with certificates containing the several particulars of the Cargo and the place whence the ship sailed, so that it may be known whether any forbidden

or Contraband goods be on board the same; which Certificates shall be made out by the officers of the place, whence the Ship sailed in the accustomed form; without which requisites said Vessel may be detained to be adjudged by the Competent tribunal and may be declared legal prize, unless the said defect shall be satisfied or supplied by testimony entirely equivalent.

ARTICLE TWENTIETH. 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 TWENTY FIRST. It is further agreed that in all cases the established Courts for prize Causes in the Country, to which the prizes may be conducted, shall alone take Cognizance of them. And whenever such tribunal of either party shall pronounce judgement against any vessel or goods or property claimed by the Citizens of the other party, the sentence or decree shall mention the reasons or motives, on which the same shall have been founded and an authenticated copy of the sentence or decree and of all the proceedings in the case shall, if demanded, be delivered to the Commander or Agent of Said Vessel, without any delay, he paying the legal fees for the same.

ARTICLE TWENTY SECOND. Whenever one of the Contracting parties shall be engaged in War with another State, no Citizen of the other Contracting party shall accept a commission or letter of Marque for the purpose of assisting or cooperating hostilely with the said enemy against the said party so at War under the pain of being treated as a pirate.

ARTICLE TWENTY THIRD. 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 Colombia, 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 TWENTY FOURTH. 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 TWENTY FIFTH. 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 Colombia may find it proper to give to the Ministers and public Agents of any other power, shall by the same act be extended to those of each of the Contracting parties.

ARTICLE TWENTY SIXTH. To make more effectual the protection, which the United States and the Republic of Colombia 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 TWENTY SEVENTH. 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 TWENTY EIGHTH. It is likewise agreed that the Consuls, their Secretaries, officers and persons attached to the service of Consuls, they not being Citizens of the Country in which the Consul resides, shall be exempt from all public Service and also from all kind of taxes, imposts, and contributions, except those which they shall be obliged to pay on account of Commerce or their property, to which the Citizens and inhabitants native and foreign of the Country in which they reside are subject, being in every thing besides, subject to the laws of the respective states. The Archives and papers of the Consulates shall be respected inviolably, and under no pretext whatever, shall any Magistrate seize or in any way interfere with them.

ARTICLE TWENTY NINTH. 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 the said Consuls, and may be put in the public prisons at the request and expense of those who reclaim them, to be sent to the Ships, to which they belonged or to others of the same nation. But if they be not sent back within two months, to be counted from the day of their arrest, they shall be set at liberty, and shall be no more arrested for the same cause.

ARTICLE THIRTIETH. 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 specially the powers and immunities of the Consuls and Vice Consuls of the respective parties.

ARTICLE THIRTY FIRST. The United States of America and the Republic of Colombia desiring to make as durable as Circumstances will permit, the relations which are to be established between the two parties by virtue of this Treaty or general Convention of peace, amity, Commerce and Navigation, have declared solemnly and do agree to the following points; first, 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, in all the parts relating to commerce and navigation; and in all those parts, which relate to peace and friendship, it shall be permanently and perpetually binding on both powers; secondly, If any one or more of the Citizens of either party shall infringe any of the articles of this treaty, such citizen shall be held personally responsible for the same, and the harmony and good correspondence between the two nations, shall not be interrupted thereby, each party engaging in no way to protect the offender or sanction such violation; thirdly, If (what indeed cannot be expected) unfortunately any of the articles contained in the present treaty, shall be violated or infringed in any other way whatever, it is expressly stipulated that neither of the contracting parties will order or authorize any acts of reprisal nor declare War against the other, on complaints of injuries or damages, until the said party considering itself offended shall first have presented to the other a statement of such injuries or damages verified by competent proof, and demanded justice and satisfaction, and the same shall have been either refused or unreasonably delayed; fourthly, Nothing in this treaty contained shall however be construed or operate contrary to former and existing public treaties with other sovereigns or States. The present treaty of peace, Amity, Commerce and Navigation shall be approved and ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by the President of the Republic of Colombia with the consent and approbation of the Congress of the same, and the ratifications shall be exchanged in the City of Washington 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 Colombia have signed and sealed these presents.

Done in the city of Bogota on the third day of October in the year of our Lord one thousand eight hundred and twenty four; in the forty ninth year of the independence of the United States of America, and the fourteenth of that of the Republic of Colombia.

RICHARD CLOUGH ANDERSON JR	[SEAL]
PEDRO GUAL	[SEAL]

## POSTAL CONVENTION

*Signed at Bogotá March 6, 1844*

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

*Ratified by the President of the United States June 28, 1844*

*Ratified by New Granada<sup>1</sup> December 1, 1844*

*Ratifications exchanged at Bogotá December 20, 1844*

*Entered into force December 20, 1844*

*Proclaimed by the President of the United States February 22, 1845*

*Replaced by later agreements*

8 Stat. 584; Treaty Series 53<sup>2</sup>

### POSTAL CONVENTION BETWEEN THE UNITED STATES OF NORTH AMERICA AND THE REPUBLIC OF NEW GRANADA

The Republics of the United States of North America, and of New Granada,<sup>1</sup> being desirous of drawing more closely the relations existing between the two countries and of facilitating the prompt and regular transportation of the correspondence of the United States across the Isthmus of Panamá, have agreed to conclude a Postal Convention—for which purpose, his Excellency the President of the United States named, as a Plenipotentiary, William M. Blackford, their Chargé d’Affaires at Bogotá, and his Excellency the President of New Granada, Joaquin Acosta, Colonel of Artillery and Secretary of State for Foreign Affairs—who have agreed upon the following articles.

#### ARTICLE 1

The Packet vessels of war of the Republic of the United States will disembark at Chagres or Porto-bello, the sealed bag or packet, which may contain the letters and newspapers, destined to cross the Isthmus of Panamá, which said bag or packet shall be delivered to the postmaster, of one or the other of these places, by whom it shall be forwarded to Panamá, for the consideration of thirty dollars for each trip—provided the weight of the bag or

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<sup>1</sup> The state of “Greater Colombia,” which gained independence from Spain in 1819, included the present states of Colombia, Ecuador, Panama, and Venezuela. In 1830–31 it split up into Ecuador, Venezuela, and the republic of New Granada, and by 1863 New Granada had become the United States of Colombia.

<sup>2</sup> For a detailed study of this convention, see 4 Miller 529.

packet should not exceed one hundred pounds, and in the proportion of twelve dollars more for each succeeding hundred pounds, which sum shall be paid though the excess should not amount to one hundred pounds.

#### ARTICLE 2

With respect to the letters and newspapers the said vessels may have on board, which shall not be intended to cross the Isthmus, but to be delivered at any point on the Atlantic coast of New Granada, the practice, established conformably to the New Granadian rates of postage, shall be continued.

#### ARTICLE 3

The Consul, or other Agent, of the United States at Panamá shall receive the bag, unopened, and, after delivering to the Post office all the correspondence, except letters to himself, directed to Panamá or other points of the Granadian Territory, (which correspondence shall be subjected to the usual rates of postage established in New Granada), he shall retain the remainder to be forwarded to its destination as soon as an opportunity occurs.

#### ARTICLE 4

The Post Office at Panamá will charge itself likewise with forwarding the mail bag or packet, which it may receive from the Consul or other Agent of the United States, to the Post office of Chagres or Porto bello, at which time it shall be delivered to the Consul, or other Agent, of the United States, or, in their default, to the Commander of the vessel of war, calling for it, under the same conditions stipulated in the 1<sup>st</sup> Article.

#### ARTICLE 5

The Consul, or other Agent, of the United States residing at Panamá, shall be the person whose duty it is to pay for the carriage of the bag, across the Isthmus, as well as when he receives it from the Post office at Panamá after it has crossed the Isthmus, as when he delivers it to the said Post office to be sent to Chagres, or Porto Bello.

#### ARTICLE 6

The said packet vessels which shall or may be established, will bring to the Ports of New Granada at which they may touch—and will also take from them to those of the United States—all official and private letters and newspapers, without any compensation whatever—Granadian vessels will be subject to the same conditions if, at any time, it may be thought advisable to contribute with them to the establishment of a line of packets between the ports of the United States and those of New Granada.

## ARTICLE 7

The packet vessels of war of the United States will also carry, free of charge, all the official or private letters and newspapers, which may be delivered to them, from one port of New Granada to another at which they may touch.

## ARTICLE 8

If the Government of the United States should think fit to employ steamers, as packets, between New Granada and the said United States—the coals which may be brought for the use of such vessels shall then enjoy, in the Granadian Ports, the same exemptions, as to introduction and deposit, which may have been granted in said ports to the coals destined for the steamers of any other power.

## ARTICLE 9

The Republics of the United States and of New Granada, being desirous of avoiding all interpretations, contrary to their intentions, declare, that any advantage, or advantages, that one or the other power may enjoy, from the foregoing stipulations, are and ought to be understood in virtue and as in compensation of the obligations they have just contracted in the present postal convention.

## ARTICLE 10

For the purpose of carrying into effect the provisions of the present Convention as soon as possible, the two high contracting parties have agreed, that said provisions shall begin to be enforced immediately after the Governor of the Province of Panamá has official knowledge that the present convention has been ratified by the Government of New Granada, and that the Consul, or other agent, of the United States shall have communicated to him that it has been also ratified by the Government of that Republic.

## ARTICLE 11

The present Convention shall remain in force and vigor for the term of eight years, to be counted from the day on which the exchange of the ratifications may be made—which shall take place in Bogotá as soon as possible—and shall continue in the same force and vigor for another term of four years more; and so on, always for another term of four years more, until one of the two Governments shall give the other six months notice of its wish that the same shall terminate.

In faith whereof the Plenipotentiaries of the two Republics have signed and sealed the present Convention in Bogotá, on the sixth day of the month of March, in the year of our Lord one thousand eight hundred and forty four.

W <sup>m</sup> M. BLACKFORD	[SEAL]
JOAQUIN ACOSTA	[SEAL]

## PEACE, AMITY, NAVIGATION, AND COMMERCE

*General treaty, with additional article, signed at Bogotá December 12, 1846*

*Ratified by New Granada* <sup>1</sup> *June 15, 1847*

*Senate advice and consent to ratification June 3, 1848*

*Ratified by the President of the United States June 10, 1848*

*Ratifications exchanged at Washington June 10, 1848*

*Entered into force June 10, 1848*

*Proclaimed by the President of the United States June 12, 1848*

*Article 33 abrogated by the United States July 1, 1916, in accordance with Seamen's Act of March 4, 1915* <sup>2</sup>

*Provisions inconsistent with those of agreement of September 13, 1935,*<sup>3</sup>  
*superseded by 1935 provisions while later agreement remained in force*

9 Stat. 881 ; Treaty Series 54 <sup>4</sup>

### A GENERAL TREATY OF PEACE, AMITY, NAVIGATION AND COMMERCE BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF NEW GRANADA

The United States of North America and the Republic of New Granada <sup>1</sup> in South America, desiring to make lasting and firm the friendship and good understanding which happily exists between both nations have resolved to fix in a manner clear, distinct and positive, the rules which shall in future be religiously observed between each other by means of a treaty, or general convention of peace and friendship, commerce and navigation.

For this desirable object the President of the United States of America has conferred full powers on Benjamin A. Bidlack a citizen of the said States and their Chargé d'Affaires in Bogotá, and the President of the Republic of New Granada has conferred similar and equal powers upon Manuel María Mallarino Secretary of State and foreign relations, who, after having exchanged their said full powers in due form, have agreed to the following articles.

<sup>1</sup> See footnote 1, *ante*, p. 865.

<sup>2</sup> 38 Stat. 1164.

<sup>3</sup> EAS 89, *post*, p. 913.

<sup>4</sup> For a detailed study of this treaty, see 5 Miller 115.

ARTICLE 1<sup>st</sup>

There shall be a perfect, firm and inviolable peace and sincere friendship between the United States of America and the Republic of New Granada, in all the extent of their possessions and territories, and between their citizens respectively, without distinction of persons or places.

ARTICLE 2<sup>d</sup>

The United States of America and the Republic of New Granada, desiring to live in peace and harmony with all the 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<sup>rd</sup>

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 of countries of the other, and reside and trade there, in all kinds of produce, manufactures and merchandize; and that 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<sup>th</sup>

They likewise agree that whatever kind of produce, manufacture or merchandize of any foreign country can be, from time to time, lawfully imported into the United States in their own vessels, may be also imported in vessels of the Republic of New Granada; 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 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 New Granada in its own vessels, may be also imported in vessels of the United States; and that no higher or other duties, upon the tonnage of the vessel and her cargo, shall be levied or collected, whether the importation be made in vessels of the one country or the other.

And they further agree, that whatever may be lawfully exported or re-exported, from the one country, in its own vessels to any foreign country,

may in like manner be exported or 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 New Granada.

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

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 New Granada, and no higher or other duties shall be imposed on the importation into the Republic of New Granada of any articles the produce or manufactures 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 New Granada 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 New Granada to or from the territories of the United States or to or from the territories of the Republic of New Granada which shall not equally extend to all other nations.

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

In order to prevent the possibility of any misunderstanding, it is hereby declared that the stipulations contained in the three preceding articles are to their full extent applicable to the vessels of the United States and their cargoes arriving in the ports of New Granada, and reciprocally to the vessels of the said Republic of New Granada and their cargoes arriving in the ports of the United States; whether they proceed from the ports of the country to which they respectively belong, or from the ports of any other foreign country; and in either case no discriminating duty shall be imposed or collected in the ports of either country on said vessels or their cargoes, whether the same shall be of native or foreign produce or manufacture.

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

It is likewise agreed, that it shall be wholly free for all merchants, commanders of ships, and other citizens of both countries to manage by themselves or agents their own business in all the ports and places subject to the jurisdiction of each other, as well with respect to the consignments and sale of their goods and merchandize by whole sale 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 an equality with the subjects or citizens of the most favored nation.



ARTICLE 8<sup>th</sup>

The citizens of neither of the contracting parties shall be liable to any embargo, nor be detained with their vessels, cargoes, merchandize or effects for any military expedition, nor for any public or private purpose whatever, without allowing to those interested an equitable and sufficient indemnification.

ARTICLE 9<sup>th</sup>

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, or want of provisions or water, they shall be received and treated with humanity, giving to them all favor 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 or the payment of port fees or any charges other than pilotage, except such vessels continue in port longer than forty eight hours counting from the time they cast anchor in port.

ARTICLE 10<sup>th</sup>

All the ships, merchandize and effects belonging to the citizens of one of the contracting parties, which may be captured by pirates, whether within the limits of its jurisdiction or on the high seas, and may be carried or found in the rivers, roads, bays, ports or dominions of the other, shall be delivered up to the owners, they proving in due and proper form their rights, before the competent tribunals: it being well understood that the claim shall be made within the term of one year by the parties themselves, their attorneys, or agents of their respective Governments.

ARTICLE 11<sup>th</sup>

When any vessels belonging to the citizens of either of the contracting parties shall be wrecked or 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, unless they may be destined for consumption or sale in the country of the port where they may have been disembarked.

ARTICLE 12<sup>th</sup>

The citizens of each of the contracting parties shall have power to dispose of their personal goods or real estate 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 or real estate, whether by testament or *ab intestato*, and they may take possession thereof, either by themselves or others acting for them, and dispose of the same at their will, paying such dues only as the inhabitants of the country, wherein said goods are, shall be subject to pay in like cases.

#### ARTICLE 13<sup>th</sup>

Both 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 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; for which purpose they may either appear in proper person or employ in the prosecution or defense 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 or sentences of the tribunals, in all cases which may concern them, and likewise at the taking of all examinations and evidence which may be exhibited in the said trials.

#### ARTICLE 14<sup>th</sup>

The citizens of the United States residing in the territories of the Republic of New Granada, 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, provided that in so doing they observe the decorum due to divine worship, and the respect due 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 New Granada 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 New Granada 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, agreeably to the laws, usages & customs of the United States.

ARTICLE 15<sup>th</sup>

It shall be lawful for the citizens of the United States of America and of the Republic of New Granada to sail with their ships, with all manner of liberty and security, no distinction being made who are the proprietors of the merchandize laden thereon, from any port to the places of those who now are or hereafter shall be at enmity with either of the contracting parties. It shall likewise be lawful for the citizens aforesaid to sail with the ships and merchandize 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 which shall be found on board the ships belonging to the citizens of either of the contracting parties, shall be deemed to be free and exempt, 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 and soldiers, and in the actual service of the enemies: provided however, and it is hereby agreed, that the stipulations in this article contained, declaring that the flag shall cover the property, shall be understood as applying to those powers only, who recognize this principle, but if either of the two contracting parties shall be at war with a third, and the other remains neutral, the flag of the neutral shall cover the property of enemies whose Governments acknowledge this principle and not of others.

ARTICLE 16<sup>th</sup>

It is likewise agreed, that in the case where the neutral flag of one of the contracting parties shall protect the property of the enemies of the other, by virtue of the above stipulation, it shall always be understood that the neutral property found on board such enemy's vessels, shall be held and considered as enemy's property, and as such shall be liable to detention and confiscation, except such property as was put on board such vessel before the declaration of war, or even afterwards, if it were done without the knowledge of it; but the contracting parties agree that two months having elapsed after the declaration of war, their citizens shall not plead ignorance thereof. On the contrary, if the flag of the neutral does not protect the enemy's property, in that case, the goods and merchandize of the neutral embarked on such enemy's ship shall be free.

ARTICLE 17<sup>th</sup>

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.

1<sup>st</sup> Cannons, mortars, howitzers, swivels, blunderbusses, muskets, rifles, carbines, pistols, pikes, swords, sabres, lances, spears, halberts; and grenades, bombs, powder, matches, balls, and all other things belonging to the use of these arms.

2<sup>nd</sup> Bucklers, helmets, breast plates, coats of mail, infantry belts, and clothes made up in the form and for the military use.

3<sup>d</sup> Cavalry belts, and horses with their furniture.

4<sup>th</sup> And generally all kind 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.

5<sup>th</sup> Provisions that are imported into a besieged or blockaded place.

ARTICLE 18<sup>th</sup>

All other merchandize and things not comprehended in the articles of contraband, explicitly enumerated and classified as above, shall be held and considered as free, and subjects of free and lawful commerce, so that they may be carried and transported in the freest manner by the citizens of both the contracting parties, even to places belonging to an enemy, excepting those places only 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<sup>th</sup>

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 vessels will deliver up the articles of contraband to the captor, unless the quantity of such articles be so great and of so large a bulk, that they cannot be received on board the capturing ship without great inconvenience; but in this and 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<sup>th</sup>

And whereas it frequently happens, that vessels sail for a port or place belonging to an enemy, without knowing that the same is besieged or blockaded or invested, it is agreed that every vessel so circumstanced may be turned away from such port or place, but shall not be detained, nor shall any part of her cargo, if not contraband, be confiscated, unless, after warning of such blockade or investment, from the commanding officer of the blockading forces, she shall again attempt to enter; but she shall be permitted to go to any other port or place she shall think proper. Nor shall any vessel that may have entered into such port before the same was actually besieged, blockaded or invested by the other, be restrained from quitting that 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<sup>st</sup>

In order to prevent all kind of disorder in the visiting and examination of the ships and cargoes of both the contracting parties on the high seas, they have agreed mutually, that whenever a national vessel of war, public or private, shall meet with a neutral of the other contracting party, the first shall remain out of cannon shot, unless in stress of weather, and may send its boat with two or three men only, in order to execute the said examination of the papers concerning the ownership and cargo of the vessel, without causing the least extortion, violence or ill treatment, for which the commanders of said armed ships shall be responsible with their persons and property; for which purpose the commanders of private armed vessels shall, before receiving their commissions, give sufficient security to answer for all the damages they may commit. And it is expressly agreed, that the neutral party shall in no case be required to go on board the examining vessel, for the purpose of exhibiting her papers, or for any other purpose whatever.

ARTICLE 22<sup>nd</sup>

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 hereby 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 and commander of the said vessel, in order that it may thereby appear, that the ship really and truly belongs to the citizens of one of the parties; they have likewise

agreed, that when such ships have a cargo, they shall also be provided, besides the said sea letters or passports, 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 are on board the same, which certificates shall be made out by the officers of the place whence the ship sailed, in the accustomed form, without which requisites, said vessel may be detained, to be adjudged by the competent tribunal, and may be declared lawful prize, unless the said defect shall be proved to be owing to accident and shall be satisfied or supplied by testimony entirely equivalent.

#### ARTICLE 23<sup>d</sup>

It is further agreed, that the stipulations above expressed, relative to the visiting and examination of vessels, shall apply only to those which sail without convoy, and when said vessels shall be under convoy, the verbal declaration of the commander of the convoy, on his word of honor, that the vessels under his protection belong to the nation whose flag he carries, and when they may be bound to an enemy's port, that they have no contraband goods on board, shall be sufficient.

#### ARTICLE 24<sup>th</sup>

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 reasons or motives upon 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<sup>th</sup>

For the purpose of lessening the evils of war, the two high contracting parties, farther agree that, in case a war should unfortunately take place between them, hostilities shall only be carried on by persons duly commissioned by the Government, and by those under their orders, except in repelling an attack or invasion, and in the defense of property.

#### ARTICLE 26<sup>th</sup>

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 parties so at war, under the pain of being treated as a pirate.



ARTICLE 27<sup>th</sup>

If by any fatality which cannot be expected, and 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 safeconduct 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 or of New Granada, 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 28<sup>th</sup>

Neither the debts due from individuals of the one nation to the individuals of the other, nor shares, nor money 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 29<sup>th</sup>

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 favors, immunities and exemptions, which those of the most favored nations do or shall enjoy, it being understood that, whatever favors, immunities or privileges, the United States of America or the Republic of New Granada may find it proper to give to the ministers and public agents of any other power, shall, by the same act, be extended to those of each of the contracting parties.

ARTICLE 30<sup>th</sup>

To make more effectual the protection which the United States and the Republic of New Granada shall afford in future to the navigation and commerce of the citizens of each other, they agree to receive and admit Consuls and Viceconsuls, in all the ports open to foreign commerce, who shall enjoy in them all the rights, prerogatives and immunities of the Consuls and Viceconsuls of the most favored 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 31<sup>st</sup>

In order that the Consuls and Viceconsuls 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 32<sup>d</sup>

It is likewise agreed that the Consuls, their Secretaries, officers and persons attached to the service of Consuls, they not being citizens of the country in which the Consul resides, shall be exempt from all public service, and also from all kind of taxes, imposts and contributions, except those which they shall be obliged to pay on account of commerce or their property, to which the citizens and inhabitants native and foreign of the country in which they reside are subject, being in every thing besides subject to the laws of the respective States. The archives and papers of the Consulates shall be respected inviolably, and under no pretext, whatever, shall any magistrate seize, or, in any way, interfere with them.

ARTICLE 33<sup>d 5</sup>

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 in writing the said deserters, proving by an exhibition of the registers of the vessel's or ship's roll, or other public documents, that those men were part of the said crews; and on this demand so proved (saving however where the contrary is proved by other testimonies) the delivery shall not be refused: Such deserters, when arrested, shall be put at the disposal of the said Consuls, and may be put in the public prisons, at the request and expense of those who reclaim them, to be sent to the ships to which they belonged, or to others of the same nation. But if they be not sent back within two months, to be counted from the day of their arrest, they shall be set at liberty, and shall be no more arrested for the same cause.

ARTICLE 34<sup>th</sup>

For the purpose of more effectually protecting their commerce and navigation, the two contracting parties do hereby agree to form as soon

<sup>5</sup> Art. 33 abrogated by the United States July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

hereafter as circumstances will permit, a consular convention, which shall declare specially the powers and immunities of the Consuls and Viceconsuls of the respective parties.<sup>6</sup>

#### ARTICLE 35<sup>th</sup>

The United States of America and the Republic of New Granada desiring to make as durable as possible, the relations which are to be established between the two parties by virtue of this treaty, have declared solemnly, and do agree to the following points.

1<sup>st</sup> For the better understanding of the preceding articles, it is, and has been stipulated, between the high contracting parties, that the citizens, vessels and merchandize of the United States shall enjoy in the ports of New Granada, including those of the part of the granadian territory generally denominated *Isthmus of Panamá* from its southernmost extremity until the boundary of Costa Rica, all the exemptions, privileges and immunities, concerning commerce and navigation, which are now, or may hereafter be enjoyed by Granadian citizens, their vessels and merchandize; and that this equality of favours shall be made to extend to the passengers, correspondence and merchandize of the United States in their transit across the said territory, from one sea to the other. The Government of New Granada guarantees to the Government of the United States, that the right of way or transit across the *Isthmus of Panamá*, upon any modes of communication that now exist, or that may be, hereafter, constructed, shall be open and free to the Government and citizens of the United States, and for the transportation of any articles of produce, manufactures or merchandize, of lawful commerce, belonging to the citizens of the United States; that no other tolls or charges shall be levied or collected upon the citizens of the United States, or their said merchandize thus passing over any road or canal that may be made by the Government of New Granada, or by the authority of the same, than is under like circumstances levied upon and collected from the granadian citizens; that any lawful produce, manufactures or merchandize belonging to citizens of the United States thus passing from one sea to the other, in either direction, for the purpose of exportation to any other foreign country, shall not be liable to any import duties whatever; or having paid such duties, they shall be entitled to drawback, upon their exportation: nor shall the citizens of the United States be liable to any duties, tolls, or charges of any kind to which native citizens are not subjected for thus passing the said Isthmus. And, in order to secure to themselves the tranquil and constant enjoyment of these advantages, and as an especial compensation

<sup>6</sup> See TS 55, *post*, p. 882.

for the said advantages and for the favours they have acquired by the 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> articles of this Treaty, the United States guarantee positively and efficaciously to New Granada, by the present stipulation, the perfect neutrality of the before mentioned Isthmus, with the view that the free transit from the one to the other sea, may not be interrupted or embarrassed in any future time while this Treaty exists; and in consequence, the United States also guarantee, in the same manner, the rights of sovereignty and property which New Granada has and possesses over the said territory.

2<sup>d</sup> The present Treaty shall remain in full force and vigor, for the term of twenty years, from the day of the exchange of the ratifications; and, from the same day, the treaty that was concluded between the United States and Colombia on the 13<sup>th</sup> of October 1824,<sup>7</sup> shall cease to have effect, notwithstanding what was disposed in the 1<sup>st</sup> point of its 31<sup>st</sup> article.

3<sup>rd</sup> Notwithstanding the foregoing, if neither party notifies to the other its intention of reforming any of, or all, the articles of this treaty twelve months before the expiration of the twenty years, stipulated above, the said treaty shall continue binding on both parties, beyond the said twenty years, until twelve months from the time that one of the parties notifies its intention of proceeding to a reform.

4<sup>th</sup> If any one or more of the citizens of either party shall infringe any of the articles of this treaty, such citizens shall be held personally responsible for the same, and the harmony and good correspondence between the nations shall not be interrupted thereby; each party engaging in no way to protect the offender, or sanction such violation.

5<sup>th</sup> If, unfortunately, any of the articles contained in this treaty should be violated or infringed in any way whatever, it is expressly stipulated that neither of the two contracting parties shall ordain or authorize any acts of reprisal, nor shall declare war against the other on complaints of injuries or damages, until the said party considering itself offended shall have laid before the other a statement of such injuries or damages, verified by competent proofs, demanding justice and satisfaction, and the same shall have been denied, in violation of the laws and of international right.

6<sup>th</sup> Any special or remarkable advantage that one or the other power may enjoy, from the foregoing stipulations, are and ought to be always understood in virtue and as in compensation of the obligations they have just contracted and which have been specified in the first number of this article.

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<sup>7</sup> TS 52, *ante*, p. 855.

ARTICLE 36<sup>th</sup>

The present treaty of peace, amity, commerce and navigation shall be approved and ratified by the President of the United States, by and with the advice and consent of the senate thereof, and by the President of the Republic of New Granada with the consent and approbation of the Congress of the same, and the ratifications shall be exchanged in the city of Washington, within eighteen months from the date of the signature thereof, or sooner, if possible.

In faith whereof, we the Plenipotentiaries of the United States of America, and of the Republic of New Granada have signed and sealed these presents in the city of Bogotá on the twelfth day of December, in the year of Our Lord one thousand eight hundred and forty six.

B. A. BIDLACK	[SEAL]
M. M. MALLARINO	[SEAL]

## ADDITIONAL ARTICLE

The Republics of the United States and of New Granada will hold and admit as national ships of one or the other, all those that shall be provided by the respective Government with a Patent issued according to its laws.

The present additional article shall have the same force and validity as if it were inserted, word for word, in the Treaty signed this day. It shall be ratified, and the ratifications shall be exchanged at the same time.

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

Done in the city of Bogotá, the twelfth day of December, in the year of Our Lord one thousand eight hundred and forty six

B. A. BIDLACK	[SEAL]
M. M. MALLARINO	[SEAL]

## DUTIES, RIGHTS, PRIVILEGES, AND IMMUNITIES OF CONSULAR OFFICERS

*Convention signed at Washington May 4, 1850*

*Senate advice and consent to ratification September 24, 1850*

*Ratified by the President of the United States November 14, 1850*

*Ratified by New Granada*<sup>1</sup> *October 30, 1851*

*Ratifications exchanged at Bogotá October 30, 1851*

*Entered into force October 30, 1851*

*Proclaimed by the President of the United States December 5, 1851*

*Notice of abrogation of paragraphs 8 and 11 of article III given by the  
United States, effective July 1, 1916, in accordance with Seamen's  
Act of March 4, 1915*<sup>2</sup>

10 Stat. 900; Treaty Series 55<sup>3</sup>

### CONSULAR CONVENTION BETWEEN THE REPUBLIC OF NEW GRANADA AND THE UNITED STATES OF AMERICA

In the name of the Most Holy Trinity.

The Governments of the Republics of New Granada<sup>1</sup> and the United States of America, having engaged by the thirty-fourth article of the Treaty of Peace, amity, navigation and commerce, concluded on the 12 of December 1846,<sup>4</sup> to form a Consular Convention, which shall declare specially, the powers and immunities of the Consuls and Vice Consuls of the respective parties, in order to comply with this article and more effectively to protect their commerce and navigation, they have given adequate authority to their respective plenipotentiaries—to wit: the Government of New Granada to Raphael Rivas its Chargé d'affaires in the United States, and the Government of the United States to John M. Clayton, Secretary of State, who after the exchange and examination of their full powers, found to be sufficient and in due form, have agreed upon the following articles,—

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<sup>1</sup> See footnote 1, *ante*, p. 865.

<sup>2</sup> 38 Stat. 1164.

<sup>3</sup> For a detailed study of this convention, see 5 Miller 803.

<sup>4</sup> TS 54, *ante*, p. 868.

## ARTICLE I

Each of the two contracting Republics, may maintain in the principal cities, or commercial places of the other, and in the ports open to foreign commerce, Consuls of its own, charged with the protection of the commercial rights and interests of their nation, and to sustain their countrymen in the difficulties, to which they may be exposed. They may likewise appoint Consuls general, as Chiefs over the other Consuls, or to attend to the affairs of several commercial places at the same time, and Vice Consuls for Ports of minor importance, or to act under the direction of the Consuls. Each Republic may however except those cities, places or ports in which it may consider the residence of such functionaries inconvenient; such exception being common to all nations. All that is said in this Convention of Consuls in general, shall be considered as relating not only to Consuls properly so called, but to Consuls General and Vice Consuls, in all the cases to which this Convention refers.

## ARTICLE II

The Consuls appointed by one of the contracting parties to reside in the ports or places of the other, shall present to the Government of the Republic in which they are to reside, their letters patent or Commission, in order that they may receive the proper *exequatur* if it be deemed expedient to give it, which shall be granted without any charge; and this *exequatur* when obtained, is to be exhibited to the chief authorities of the place in which the Consul is to exercise his functions, in order that they may cause him to be recognized in his character, and that he may be sustained in his proper prerogatives, in his respective Consular district. The government receiving the Consul, may withdraw the *exequatur* or his Consular Commission, whenever it may judge proper to do so, but in such case shall state a reasonable ground for the proceeding.

ARTICLE III<sup>5</sup>

The Consuls admitted in either Republic may exercise in their respective districts the following functions.—

1. They may apply directly to the authorities of the district in which they reside, and they may in case of necessity have recourse to the national Government, through the diplomatic agent of their nation, if there be any, or directly if there be no such agent, in complaint against any infraction of the treaties of commerce, committed by the authorities or persons employed by them, in the Country to the injury of the commerce of the nation in whose service the Consul is engaged.

2<sup>d</sup> They may apply to the authorities of the Consular District, and in case of necessity they may have recourse to the national Government through the

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<sup>5</sup> Notice of abrogation of paras. 8 and 11 of art. III given by the United States, effective July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).



diplomatic agent of their nation if there be any or directly if there be no such agent, against any abuse on the part of the authorities of the country, or the persons employed by them, against individuals of their nation in whose service the Consul is engaged, and they may when necessary take such measures as may be proper to prevent justice from being denied to them or delayed, and to prevent them from being judged, or punished by any other than competent judges and agreeably to the laws in force.

3<sup>d</sup> They may as the natural defenders of their fellow countrymen, appear in their name and behalf, whenever so requested by them before the respective authorities of the place in all cases in which their support may be necessary.

4. They may accompany the Captains mates or masters of vessels of their nation, in all that they may have to do, with regard to the manifests of their merchandise, and other documents, and be present in all cases, in which the authorities Courts or Judges of the Country may have to take any declarations from the persons above mentioned or any other belonging to their respective crews.

5. They may receive depositions protests and statements from Captains mates and masters of vessels of their nation, respecting losses and injuries sustained at Sea, and protests of any individuals of their nation respecting mercantile affairs. These documents, drawn up in authentic copies certified by the Consul, shall be admitted in the Courts and offices of justice, and shall have the same validity as if they had been authenticated before the same Judges or Courts.

6. They may determine on all matters relating to injuries sustained at Sea, by effects and merchandise shipped in vessels of the nation in whose service the Consul is employed, arriving at the place of his residence, provided that there be no stipulations to the contrary between the shippers owners and insurers. But if among the persons interested in such losses and injuries, there should be inhabitants of the country where the Consul resides and not belonging to the nation, in whose service he is, the cognizance of such losses and injuries appertains, to the local authorities.

7. They may compromise amicably and out of Court, the differences arising between their fellow countrymen; provided that those persons, agree voluntarily to submit to such arbitration; in which case, the document containing the decision of the Consul authenticated by himself and by his chancellor or Secretary, shall have all the force of a notarial copy authenticated so as to render it obligatory on the interested parties.

8. They may cause proper order to be maintained, on board of vessels of their nation, and may decide on the disputes arising between the captains, the officers and the members of the crew, unless the disorders taking place on board should disturb the public tranquillity, or persons not belonging to the crew or to the nation in whose service the Consul is employed; in which case the local authorities may interfere.



9. They may direct all the operations for saving vessels of their nation which may be wrecked on the coasts of the district where the Consul resides. In such cases, the local authorities shall interfere only in order to maintain tranquillity, to give security to the interests of the parties concerned, and to cause the dispositions which should be observed for the entry and export of the property, to be fulfilled. In the absence of the Consul, and until his arrival, the said authorities shall take all the measures necessary for the preservation of the effects of the wrecked vessel.

10. They may take possession, make inventories, appoint appraisers to estimate the value of articles and proceed to the sale of the moveable property of individuals of their nation who may die in the country where the Consul resides, without leaving executors appointed by their will or heirs at law. In all such proceedings, the Consul shall act in conjunction with two merchants chosen by himself, for drawing up the said papers or delivering the property or the produce of its sale, observing the laws of his country and the orders which he may receive from his own Government; but Consuls shall not discharge these functions in those States whose peculiar legislation may not allow it. Whensoever there is no Consul in the place where the death occurs, the local authorities shall take all the precautions in their power to secure the property of the deceased.

11. They may demand from the local authorities the arrest of seamen deserting from the vessels of the nation in whose service the Consul is employed, exhibiting, if necessary, the register of the vessel, her muster roll, and any other official document in support of this demand. The said authorities shall take such measures as may be in their power, for the discovery and arrest of such deserters, and shall place them at the disposition of the Consul, but if the vessel to which they belong shall have sailed, and no opportunity for sending them away should occur they shall be kept in arrest, at the expense of the Consul for two months; and if at the expiration of that time, they should not have been sent away, they shall be set at liberty by the respective authorities and cannot again be arrested for the same cause.

12. They may give such documents as may be necessary for the intercourse between the two countries and countersign those which may have been given by the authorities. They may also give bills of health, if necessary, to vessels sailing from the port where the Consul resides to the ports of the nation to which he belongs; they may also certify invoices, muster rolls, and other papers, necessary for the commerce and navigation of vessels.

13. They may appoint a chancellor or Secretary, whensoever the Consulate has none, and one is required for authenticating documents.

14. They may appoint Commercial agents, to employ all the means in their power, in behalf of individuals of the nation in whose service the Consul is, and for executing the Commissions which the Consul may think proper to entrust to them out of the place of his residence; provided however, that

such agents are not to enjoy the prerogatives conceded to Consuls, but only those which are peculiar to commercial agents.

#### ARTICLE IV

The Consuls of one of the contracting Republics residing in another country may employ their good offices in favor of individuals of the other Republic which has no Consul in that country.

#### ARTICLE V

The Contracting Republics recognize no diplomatic character in Consuls, for which reason, they will not enjoy in either country the immunities granted to public agents accredited in that character; but in order that the said Consuls may exercise their proper functions without difficulty or delay, they shall enjoy the following prerogatives.

1. The archives and papers of the Consulate shall be inviolable and cannot be seized by any functionary of the country in which they may be.

2. Consuls, in all that exclusively concerns the exercise of their functions, shall be independent of the State in whose territory they reside.

3. The Consuls and their Chancellors or Secretaries, shall be exempt from all public service and from contributions personal and extraordinary imposed in the country where they reside. This exemption does not comprehend the Consuls or their Chancellors or Secretaries who may be natives of the country in which they reside.

4. Whenever the presence of Consuls may be required in Courts or offices of Justice, they shall be summoned in writing.

5. In order that the dwellings of Consuls may be easily and generally known, for the convenience of those who may have to resort to them, they shall be allowed to hoist on them the flag and to place over their doors the coat of arms of the nation in whose service the Consul may be, with an inscription expressing the functions discharged by him; but those insignia shall not be considered as importing a right of asylum, nor as placing the house or its inhabitants beyond the authority of the magistrates who may think proper to search them, and who shall have that right in regard to them in the same manner as with regard to the houses of the other inhabitants in the cases prescribed by the laws.

#### ARTICLE VI

The persons and dwellings of Consuls shall be subject to the laws and authorities of the country in all cases in which they have not received a special exemption by this Convention, and in the same manner as the other inhabitants.

#### ARTICLE VII

Consuls shall not give passports to any individual of their nation or going to their nation who may be held to answer before any authority, Court or

Judge of the country for delinquencies committed by them or for a demand which may have been legally acknowledged provided that in each case proper notice thereof shall have been given to the Consul; and they shall see that the vessels of their nation do not infringe the rules of neutrality when the nation in which the Consul resides is at war with another nation.

#### ARTICLE VIII

The present Convention shall be ratified by the Governments of the two contracting Republics and the ratifications shall be exchanged at Bogotá, within the term of eighteen months counted from this date, or sooner if possible.

#### ARTICLE IX

The present Convention shall be binding upon the contracting parties so long as the Treaty of Peace, Friendship, Navigation and Commerce between the United States and New Granada, the ratifications of which were exchanged at Washington on the tenth of June, one thousand eight hundred and forty eight,<sup>6</sup> shall remain in force.

In faith whereof, we, the Plenipotentiaries of the United States and of New Grenada have signed the present and have affixed to it our respective seals at Washington, the fourth day of May, in the year of our Lord, one thousand eight hundred and fifty.

JOHN M. CLAYTON	[SEAL]
RAFAEL RIVAS	[SEAL]

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<sup>6</sup> TS 54, *ante*, p. 868.

## CLAIMS

*Convention signed at Washington September 10, 1857*

*Ratified by New Granada,<sup>1</sup> with exception of article VII and with explanations, July 8, 1858<sup>2 3</sup>*

*Senate advice and consent to ratification, with amendments, March 8, 1859<sup>4</sup>*

*Ratified by the President of the United States, with amendments, March 12, 1859<sup>3 4</sup>*

*Ratified by New Granada March 13, 1860*

*Senate advice and consent to exchange of ratification May 8, 1860*

*Ratified by the President of the United States November 1, 1860*

*Ratifications exchanged at Washington November 5, 1860*

*Entered into force November 5, 1860*

*Proclaimed by the President of the United States November 8, 1860*

*Joint Commission extended by convention of February 10, 1864<sup>5</sup>*

*Terminated July 29, 1874, upon payment of claims*

12 Stat. 985; Treaty Series 56<sup>6</sup>

The United States of America and the Republic of New Granada<sup>1</sup> desiring to adjust the claims of citizens of said States against New Granada and to cement the good understanding which happily subsists between the two Republics have, for that purpose, appointed and conferred full powers, respectively, to wit:—

<sup>1</sup> See footnote 1, *ante*, p. 865.

<sup>2</sup> For text of Granadan explanations, see p. 891.

<sup>3</sup> The first instruments of ratification were not delivered.

<sup>4</sup> The Senate in its resolution of advice and consent and the President in his instrument of ratification accepted the exception of art. VII and the Granadan explanations and called for amending the first sentence in art. I to read “. . . which shall have been presented, prior to the First day of September 1859 . . .” instead of “. . . which have been presented, prior to the signature of this Convention . . .” and art. VIII to read “This Convention shall be ratified and the ratifications exchanged within nine months from this 8th day of March 1859” instead of “This Convention shall be ratified, and the ratifications exchanged in Washington, within nine months after the date hereof, or sooner if possible.”

The text printed here is the amended text.

<sup>5</sup> TS 57, *post*, p. 893.

<sup>6</sup> For a detailed study of this convention, see 7 Miller 661.

The President of the United States upon Lewis Cass, Secretary of State of the United States, and the President of New Granada upon General Pedro A. Herran, Envoy Extraordinary and Minister Plenipotentiary of that Republic in the United States, who, after exchanging their full powers, which were found in good and proper form, have agreed to the following articles:—

#### ARTICLE I

All claims on the part of Corporations, Companies, or Individuals, citizens of the United States, upon the Government of New Granada, which shall have been presented, prior to the First day of September 1859, either to the Department of State at Washington or to the Minister of the United States at Bogota, and especially those for damages which were caused by the riot at Panama on the 15<sup>th</sup> April, 1856, for which the said Government of New Granada acknowledges its liability, arising out of its privilege and obligation to preserve peace and good order along the transit route, shall be referred to a board of Commissioners, consisting of two members, one of whom shall be appointed by the Government of the United States and one by the Government of New Granada. In case of the death, absence or incapacity of either Commissioner, or in the event of either Commissioner omitting or ceasing to act, the Government of the United States or that of New Granada, respectively, or the Minister of the latter in the United States acting by its direction, shall forthwith proceed to fill the vacancy thus occasioned.

The Commissioners, so named, shall meet in the City of Washington within ninety days from the exchange of the ratifications of this Convention, and before proceeding to business, shall make and subscribe a solemn oath that they will carefully examine and impartially decide, according to justice and equity, upon all the claims laid before them, under the provisions of this Convention, by the Government of the United States. And such oath 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 Umpire shall be appointed by the Minister of Prussia to the United States whom the two high contracting parties shall invite to make such appointment and whose selection shall be conclusive on both parties.

#### ARTICLE II

The Arbitrator being appointed, the Commissioners shall proceed to examine and determine the claims which may be presented to them, under the provisions of this Convention, by the Government of the United States, together with the evidence submitted in support of them,

and shall hear, if required, one person in behalf of each Government, on every separate claim. Each Government shall furnish, upon request of either of the Commissioners, such papers in its possession as the Commissioners may deem important to the just determination of any claims presented to them. In cases where they agree to award an indemnity, they shall determine the amount to be paid, having due regard, in claims which have grown out of the riot of Panama of April 15, 1856, to damages suffered through death, wounds, robberies, or destruction of property. In cases where they cannot agree the subjects of difference shall be referred to the Umpire, before whom each of the Commissioners may be heard, and whose decision shall be final.

### ARTICLE III

The Commissioners shall issue certificates of the sums to be paid, by virtue of their awards, to the claimants, and the aggregate amount of said sums shall be paid to the Government of the United States at Washington in equal semi-annual payments, the first payment to be made six months from the termination of the Commission, and the whole payment to be completed within eight years from the same date; and each of said sums shall bear interest (also payable semi-annually) at the rate of six per cent per annum from the day on which the awards respectively shall have been decreed. To meet these payments the Government of New Granada hereby specially appropriates one half of the compensation which may accrue to it from the Panama Railroad Company in lieu of postages, by virtue of the thirtieth Article of the Contract between the Republic of New Granada and said Company, made April 15<sup>th</sup> 1850, and approved June 4<sup>th</sup>, 1850, and, also, one half of the dividends which it may receive from the net profits of said road, as provided in the fifty fifth Article of the same contract; but if these funds should prove insufficient to make the payments as above stipulated, New Granada will provide other means for that purpose.

### ARTICLE IV

The Commission, herein provided, shall terminate its labors in nine months from and including the day of its organization, shall keep an accurate record of its proceedings, and may appoint a Secretary, to assist in the transaction of its business.

### ARTICLE V

The proceedings of this Commission shall be final and conclusive with respect to all the claims before it, and its awards shall be a full discharge to New Granada of all claims of citizens of the United States against that Republic which may have accrued prior to the signature of this Convention.

## ARTICLE VI

Each Government shall pay its own Commissioner; but the Umpire, as well as the incidental expenses of the Commission, shall be paid, one half by the United States, and the other half by New Granada.

ARTICLE VII<sup>7</sup>

[Whereas the United States may desire to purchase or lease a piece of ground upon one of the Islands in the Bay of Panama for a Coal dépôt, the Government of New Granada, willing to promote, in this manner, the wishes of a friendly nation, concedes to the United States the privilege of purchasing or leasing such a piece of ground not exceeding one hundred English acres in extent, whereon the United States may erect wharves, piers, and any buildings which may be necessary for the enjoyment of the same for the above mentioned purpose, and while the said land is held by the United States no tax of any kind shall be levied thereon, nor upon the wharves, piers, or other buildings erected thereon, nor upon the property of the United States employed or deposited there.

[But it is understood and expressly stipulated that the aforesaid concession is in no respect to impair or affect the territorial sovereignty of the Republic of New Granada over the land so purchased or leased.]

## ARTICLE VIII

This Convention shall be ratified and the ratifications exchanged within nine months from this 8th day of March 1859.

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

Done at Washington, this Tenth day of September, in the year of our Lord one thousand eight hundred and fifty-seven.

LEW CASS	[SEAL]
P. A. HERRAN	[SEAL]

## EXPLANATIONS

1st. It is understood that the obligation of New Granada to maintain peace and good order on the interoceanic route of the Isthmus of Panama, of which Article 1st. of the convention speaks, is the same by which all nations are held to preserve peace and order within their territories, in conformity with general principles of the law of nations, and of the public treaties which they may have concluded.

<sup>7</sup> Art. VII was deleted (see footnote 4, p. 888).



2d. The claims of corporations, companies, and individuals that have entered into contracts with New Granada, are not comprehended within the stipulations of the convention, provided such claims grew out of facts relative to said contracts.

3d. Wherever in the Spanish text, *arbitro* is mentioned, it shall be understood as *arbitro*, *arbitrador*, *amigable componedor*, in conformity with the English text.

## CLAIMS

*Convention signed at Washington February 10, 1864, extending joint commission established by convention of September 10, 1857*

*Senate advice and consent to ratification June 25, 1864*

*Ratified by the President of the United States July 9, 1864*

*Ratified by Colombia November 17, 1864*

*Ratifications exchanged at Washington August 19, 1865*

*Entered into force August 19, 1865*

*Proclaimed by the President of the United States August 19, 1865*

*Expired May 19, 1866*

13 Stat. 685; Treaty Series 57

WHEREAS a Convention for the adjustment of claims was concluded between the United States of America and the Republic of New Granada in the city of Washington on the 10th September 1857,<sup>1</sup> which Convention as afterwards amended by the contracting parties was proclaimed by the President of the United States on the 8th November 1860;

AND WHEREAS the Joint Commission organized under the authority conferred by the preceding mentioned Convention did fail, by reason of uncontrollable circumstances to decide all the claims laid before them under its provisions within the time to which their proceedings were limited by the 4th Article thereof;

The United States of America and the United States of Colombia—the latter representing the late Republic of New Granada—are desirous that the time originally fixed for the duration of the Commission should be so extended as to admit the examination and adjustment of such claims as were presented to but not settled by the Joint Commission aforesaid and to this end have named Plenipotentiaries to agree upon the best mode of accomplishing this object, that is to say, the President of the United States of America, William H. Seward, Secretary of State of the United States of America, and the President of the United States of Colombia, Senor Manuel Murillo, Envoy Extraordinary and Minister Plenipotentiary of the United States of Colombia;

Who, having exchanged their full powers, have agreed as follows:—

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<sup>1</sup> TS 56, *ante*, p. 888.

## 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 nine months from the exchange of ratifications of this Convention, it being agreed that nothing in this Article contained, shall in any otherwise alter the provisions of the Convention above referred to; and that the Contracting parties shall appoint Commissioners anew, and an Umpire shall be chosen anew, in the manner, and with the duties and powers respectively expressed in the said former Convention.

## ARTICLE II

The present Convention shall be ratified and the ratifications shall be exchanged at Washington as soon as possible.

In witness whereof the respective plenipotentiaries have signed the same, and have hereunto affixed their seals.

Done at Washington this tenth day of February, in the year of our Lord one thousand eight hundred and sixty-four.

WILLIAM H. SEWARD [SEAL]

M. MURILLO [SEAL]

## EXTRADITION

*Convention signed at Bogotá May 7, 1888*

*Senate advice and consent to ratification, with amendments, March 26, 1889<sup>1</sup>*

*Senate advice and consent to ratification, with amendments to Spanish text proposed by Colombia, February 27, 1890*

*Ratified by the President of the United States, with amendments, March 12, 1890<sup>1</sup>*

*Ratified by Colombia October 30, 1890*

*Ratifications exchanged at Bogotá November 12, 1890*

*Entered into force January 11, 1891*

*Proclaimed by the President of the United States February 6, 1891*

*Article II supplemented and article III amended by convention of September 9, 1940<sup>2</sup>*

26 Stat. 1534; Treaty Series 58

### CONVENTION, FOR THE RECIPROCAL EXTRADITION OF CRIMINALS, BETWEEN THE UNITED STATES OF AMERICA, AND THE REPUBLIC OF COLOMBIA

The President of the United States of America, and the President of the Republic of Colombia, with the view of facilitating the administration of justice and to insure the suppression of crimes, which may be committed within the territories and jurisdictions of the two countries and the perpetrators of which may attempt to escape punishment by leaving one country, and taking refuge in the other, have agreed to conclude a Convention establishing rules for the reciprocal extradition of persons accused or convicted of the crimes hereinafter enumerated.

<sup>1</sup> The U.S. amendments were as follows:

Preamble, after "countries and" strike out "who" and insert "the perpetrators of which"; Article II, clause 2, after "money, or" insert "knowingly"; after "public credit" strike out "and the utterance or circulation of" and insert "or knowingly uttering or circulating";

Article II, clause 8, after "Rape" strike out "and violation of young maidens, and attempts against chastity attended or consummated with violence";

Article VII, after "such criminal, and" strike out "shall" and insert "may";

Article VIII, after "when a person is" strike out "arrested for extradition" and insert "extradited"; after "his guilt," strike out "shall" and insert "may";

Article X after "Convention" strike out "but it may do so at its own discretion".

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

<sup>2</sup> TS 986, *post*, p. 932.

And they have for that purpose authorized and empowered their respective Plenipotentiaries, to-wit:—

The President of the United States of America—John G. Walker, Chargé d’Affaires *ad interim*, and the President of the Republic of Colombia—Vicente Restrepo, Minister of Foreign Affairs, who after communicating to each other their respective full powers, which are found to be in due form, have agreed upon the following articles:

#### ARTICLE I

The Government of the United States of America, and the Government of the Republic of Colombia, under the restrictions and limitations herein-after contained, agree to deliver, reciprocally, all persons accused, or convicted, as principals or accessories, of any of the crimes mentioned in Article II of this Convention, committed within territories or jurisdiction of the one and who are found within the territories or jurisdiction of the other Government.

#### ARTICLE II <sup>3</sup>

The crimes for which extradition is to be reciprocally accorded, are as follows:

1. Murder and attempts to commit murder, by assault, poison or otherwise.
2. Counterfeiting, or altering money, or knowingly uttering or bringing into circulation counterfeit or altered money; counterfeiting or altering certificates or coupons of public indebtedness, bank notes or other instruments of public credit; or knowingly uttering or circulating the same.
3. Forgery, or altering, or uttering what is forged or altered.
4. Embezzlement, being the criminal misapplication of public or private funds, documents or property; or the funds, documents or property of municipal or other corporations, held in trust by a public officer, or as a fiduciary agent, or a confidential employé.
5. Robbery.
6. Burglary, defined to be the breaking into or entering, either in day or night time, the house, office or other building of a government, corporation or private person, with the intent of committing a felony therein.
7. Perjury, or the subornation of perjury.
8. Rape.
9. Arson.
10. Piracy, as defined by the Law of Nations.
11. Murder, manslaughter, or assault with intent to kill, on the high seas, on board of vessels sailing under the flag of the demanding party.

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<sup>3</sup> For a supplement to art. II, see TS 986, *post*, p. 932.

12. Malicious destruction, or attempted destruction, of railways, bridges, tramways, vessels, dwellings, public edifices, or other buildings, when the act endangers human life.

#### ARTICLE III <sup>4</sup>

When the extradition of a criminal, charged or convicted of any of the forgoing offenses, is demanded, it must be supported by the production of a duly authenticated warrant of arrest, made in accordance with the laws of the country making the demand, and the depositions upon which it is based.

If the person whose extradition is demanded has already been convicted, the demand must be accompanied by a duly authenticated copy of the sentence of the court in which he was convicted, and with the attestation of the proper executive authority; the latter of which must be certified by the Minister or Consul of the Government upon which the demand is made.

#### ARTICLE IV

If the person demanded be held for trial in the country on which the demand is made, it shall be optional with the latter to grant extradition, or to proceed with the trial: Provided, that unless the trial shall be for the crime for which the fugitive is claimed, the delay shall not prevent ultimate extradition.

#### ARTICLE V

If it be made to appear that the extradition is sought with the view of trying or punishing the person demanded for an offense of a political character, surrender shall not take place; nor shall any person surrendered be tried or punished for a political offense, committed previously to extradition, or for any offense other than that for which extradition was granted.

#### ARTICLE VI

The requisition for extradition shall be made through the diplomatic agents of the contracting parties, or in the event of the absence of these from the country or from the seat of government, by superior consular officers. The fugitive shall be surrendered only on such evidence of criminality as would justify his arrest and trial under the laws of the country where he is found, had the crime been there committed.

#### ARTICLE VII

On being informed by telegraph, or other written communication, through the diplomatic channel, that a lawful warrant has been issued, by a competent authority, upon probable cause, for the arrest of a fugitive criminal, charged with any of the crimes enumerated in Article II of this Convention,

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<sup>4</sup> For an amendment to art. III, see TS 986, *post*, p. 933.

and on being assured, through the same source, that a request for the surrender of such criminal is about to be made, in accordance with the provisions of this Convention, each government will endeavor to procure, so far as it lawfully may, the personal arrest of such criminal, and may keep him in safe custody for a reasonable time, not exceeding three months, to await the production of the documents, upon which the claim for extradition is founded.

#### ARTICLE VIII

When a person is extradited under the formalities prescribed in this Convention, all documents and other objects, which may tend to establish his guilt, may be delivered to the demanding Government, as well as all money or effects which he may have or may have had in his possession or subject to his control, the unlawful possession or taking of which constitutes the offense, in whole or in part, for which his extradition is requested.

#### ARTICLE IX

In case a person, who is equally a foreigner in the United States of America and in the Republic of Colombia, takes refuge in either country, after having committed any of the foregoing crimes, within one or the other jurisdiction, extradition can be accorded only after the Government, or its Representative, of which the criminal is a citizen or subject, has been duly informed, and afforded an opportunity to file objections to the extradition.

#### ARTICLE X

Neither of the high contracting parties shall be bound to deliver up its own citizens, under the stipulations of this Convention.

#### ARTICLE XI

The fact that the person whose extradition is demanded, has contracted obligations of which extradition would hinder the performance, shall be no bar to his extradition.

#### ARTICLE XII

The expenses of the arrest, detention, examination and transportation of the accused shall be paid by the Government requesting the extradition.

#### ARTICLE XIII

The present Convention shall commence to be effective sixty days after the exchange of ratifications thereof, but offenses committed, anterior to that time, shall furnish no grounds for a demand for extradition. For the termination of this convention twelve months notice must be given by either of the high contracting parties.



This Convention shall be ratified, and the ratifications exchanged in the City of Bogotá, as soon as possible.

In faith whereof, we, the Plenipotentiaries of the United States of America, and of the Republic of Colombia, have signed and sealed these presents, in the City of Bogotá, this seventh day of May in the year of Our Lord one thousand eight hundred and eighty-eight.

JOHN G. WALKER	[SEAL]
VICENTE RESTREPO	[SEAL]

## AMITY; CANAL RIGHTS

*Treaty signed at Bogotá April 6, 1914; protocol of exchange signed at Bogotá March 1, 1922*

*Senate advice and consent to ratification, with reservations, April 20, 1921*<sup>1</sup>

*Ratified by the President of the United States, with reservations, January 11, 1922*<sup>1</sup>

*Ratified by Colombia March 1, 1922*

*Ratifications exchanged at Bogotá March 1, 1922*

*Entered into force March 1, 1922*

*Proclaimed by the President of the United States March 30, 1922*

42 Stat. 2122; Treaty Series 661

TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COLOMBIA FOR THE SETTLEMENT OF THEIR DIFFERENCES ARISING OUT OF THE EVENTS WHICH TOOK PLACE ON THE ISTHMUS OF PANAMA IN NOVEMBER 1903

The United States of America and the Republic of Colombia, being desirous to remove all the misunderstandings growing out of the political events in Panama in November 1903; to restore the cordial friendship that formerly characterized the relations between the two countries, and also to define and regulate their rights and interests in respect of the interoceanic canal which the Government of the United States has constructed across the Isthmus of Panama, have resolved for this purpose to conclude a Treaty and have accordingly appointed as their Plenipotentiaries:

His Excellency the President of the United States of America, Thaddeus Austin Thomson, Envoy Extraordinary and Minister Plenipotentiary of the United States of America to the Government of the Republic of Colombia; and

His Excellency the President of the Republic of Colombia, Francisco José Urrutia, Minister for Foreign Affairs; Marco Fidel Suárez, First Designate to exercise the Executive Power; Nicolás Esguerra, Ex-Minister of State; José María González Valencia, Senator; Rafael Uribe Uribe, Senator; and Antonio José Uribe, President of the House of Representatives;

<sup>1</sup> For text of U.S. reservations, see protocol of exchange, *post*, p. 903.

Who, after communicating to each other their respective full powers, which were found to be in due and proper form, have agreed upon the following:

#### ARTICLE I

The Republic of Colombia shall enjoy the following rights in respect to the interoceanic Canal and the Panama Railway, the title to which is now vested entirely and absolutely in the United States of America, without any incumbrances or indemnities whatever.

1.—The Republic of Colombia shall be at liberty at all times to transport through the interoceanic Canal its troops, materials of war and ships of war, without paying any charges to the United States.<sup>2</sup>

2.—The products of the soil and industry of Colombia passing through the Canal, as well as the Colombian mails, shall be exempt from any charge or duty other than those to which the products and mails of the United States may be subject. The products of the soil and industry of Colombia, such as cattle, salt and provisions, shall be admitted to entry in the Canal Zone, and likewise in the islands and mainland occupied or which may be occupied by the United States as auxiliary and accessory thereto, without paying other duties or charges than those payable by similar products of the United States.

3.—Colombian citizens crossing the Canal Zone shall, upon production of proper proof of their nationality, be exempt from every toll, tax or duty to which citizens of the United States are not subject.

4.—Whenever traffic by the Canal is interrupted or whenever it shall be necessary for any other reason to use the railway, the troops, materials of war, products and mails of the Republic of Colombia, as above mentioned, shall, be transported on the Railway between Ancon and Cristobal or on any other Railway substituted therefor, paying only the same charges and duties as are imposed upon the troops, materials of war, products and mails of the United States. The officers, agents and employees of the Government of Colombia shall, upon production of proper proof of their official character or their employment, also be entitled to passage on the said Railway on the same terms as officers, agents and employees of the Government of the United States.

5.—Coal, petroleum and sea salt, being the products of Colombia, for Colombian consumption passing from the Atlantic coast of Colombia to any Colombian port on the Pacific coast, and vice-versa, shall, whenever traffic by the canal is interrupted, be transported over the aforesaid Railway free of any charge except the actual cost of handling and transportation, which shall not in any case exceed one half of the ordinary freight charges levied upon similar products of the United States passing over the Railway and in transit from one port to another of the United States.

<sup>2</sup> For a reservation to art. I, para. 1, see protocol of exchange, p. 903.

## ARTICLE II

The Government of the United States of America agrees to pay at the City of Washington to the Republic of Colombia the sum of twenty-five million dollars, gold, United States money, as follows: The sum of five million dollars shall be paid within six months after the exchange of ratifications of the present treaty, and reckoning from the date of that payment, the remaining twenty million dollars shall be paid in four annual installments of five million dollars each.

## ARTICLE III

The Republic of Colombia recognizes Panama as an independent nation and taking as a basis the Colombian Law of June 9, 1855, agrees that the boundary shall be the following: From Cape Tiburón to the headwaters of the Rio de la Miel and following the mountain chain by the ridge of Gandi to the Sierra de Chugargun and that of Mali going down by the ridges of Nigue to the heights of Aspave and from thence to a point on the Pacific half way between Cocalito and La Ardita.

In consideration of this recognition, the Government of the United States will, immediately after the exchange of the ratifications of the present Treaty, take the necessary steps in order to obtain from the Government of Panama the despatch of a duly accredited agent to negotiate and conclude with the Government of Colombia a Treaty of Peace and Friendship, with a view to bring about both the establishment of regular diplomatic relations between Colombia and Panama and the adjustment of all questions of pecuniary liability as between the two countries, in accordance with recognized principles of law and precedents.

## ARTICLE IV

The present Treaty shall be approved and ratified by the High Contracting Parties in conformity with their respective laws, and the ratifications thereof shall be exchanged in the city of Bogotá, as soon as may be possible.

In faith whereof, the said Plenipotentiaries have signed the present Treaty in duplicate and have hereunto affixed their respective seals.

Done at the city of Bogotá, the sixth day of April in the year of our Lord nineteen hundred and fourteen.

THADDEUS AUSTIN THOMSON	[SEAL]
FRANCISCO JOSÉ URRUTIA	[SEAL]
MARCO FIDEL SUÁREZ	[SEAL]
NICHOLAS ESGUERRA	[SEAL]
JOSÉ M. GONZÁLEZ VALENCIA	[SEAL]
RAFAEL URIBE URIBE	[SEAL]
ANTONIO JOSÉ URIBE	[SEAL]

## PROTOCOL OF EXCHANGE

The undersigned Plenipotentiaries having met for the purpose of exchanging the ratifications of the Treaty signed at Bogota, on April 6, 1914, between the United States of America and Colombia, providing for the settlement of differences arising out of the events which took place on the Isthmus of Panama in November, 1903, and the ratifications of the Treaty aforesaid having been carefully compared and found exactly conformable to each other, the exchange took place this day in the usual form.

With reference to this exchange the following statement is incorporated in the present Protocol in accordance with instructions received:

1. In conformity with the final Resolution of the Senate of the United States in giving its consent to the ratification of the Treaty in question, the stipulation contained in the first clause of Article one by which there is ceded to the Republic of Colombia free passage of its troops, materials of war and ships of war through the Panama Canal, shall not be applicable in case of a state of war between the Republic of Colombia and any other country.

2. The said final Resolution of the Senate of the United States signifies, as the Secretary of State in effect stated in the note which he addressed to the Colombian Legation in Washington on the 3rd day of October, 1921, that the Republic of Colombia will not have the right of passage, free of tolls, for its troops, materials of war and ships of war, in case of war between Colombia and some other country, and consequently, the Republic of Colombia will be placed, when at war with another country, on the same footing as any other nation under similar conditions, as provided in the Hay-Pauncefote Treaty concluded in 1901;<sup>3</sup> and that, therefore, the Republic of Colombia will not by operation of the declaration of the Senate of the United States above mentioned, be placed under any disadvantage as compared with the other belligerent or belligerents, in the Panama Canal, in case of war between Colombia and some other nation or nations. With this understanding the said Resolution has been accepted by the Colombian Congress in accordance with the dispositions contained in Article two of Law fifty-six of 1921, "by which is modified Law number fourteen of 1914" approving the Treaty.

IN WITNESS WHEREOF, they have signed the present Protocol of Exchange and have affixed their seals thereto.

Done at Bogota, this first day of March, one thousand nine hundred and twenty-two.

HOFFMAN PHILIP	[SEAL]
ANTONIO JOSÉ URIBE	[SEAL]

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<sup>3</sup> TS 401, post, UNITED KINGDOM.

# STATUS OF SERRANA AND QUITA SUEÑO BANKS AND RONCADOR CAY

*Exchange of notes at Washington April 10, 1928*  
*Entered into force April 10, 1928*

Treaty Series 760½

*The Colombian Minister to the Secretary of State*

[TRANSLATION]

COLOMBIAN LEGATION

No. 352

*Washington, D.C., April 10, 1928*

The undersigned, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Colombia, duly authorized by his Government, proposes to His Excellency the Secretary of State of the United States the conclusion, by exchange of notes of the following agreement respecting the status of Serrana and Quita Sueño Banks and Roncador Cay, situated in the western part of the Caribbean Sea, that is to say, that whereas both Governments have claimed the right of sovereignty over these Islands; and whereas the interest of the United States lies primarily in the maintenance of aids to navigation; and whereas Colombia shares the desire that such aids shall be maintained without interruption and furthermore is especially interested that her nationals shall uninterruptedly possess the opportunity of fishing in the waters adjacent to those Islands, the status quo in respect to the matter shall be maintained and the Government of Colombia will refrain from objecting to the maintenance by the United States of the services which it has established or may establish for aids to navigation, and the Government of the United States will refrain from objecting to the utilization, by Colombian nationals, of the waters appurtenant to the Islands for the purpose of fishing.

ENRIQUE OLAYA

His Excellency  
FRANK B. KELLOGG  
*Secretary of State*  
*Washington*

*The Secretary of State to the Colombian Minister*

DEPARTMENT OF STATE

*Washington, April 10, 1928*

Sir:

The undersigned, the Secretary of State, has the honor to acknowledge and take cognizance of a note of this date from the Envoy Extraordinary and Minister Plenipotentiary of the Republic of Colombia, stating that having been duly authorized to take such action on behalf of the Colombian Government, by His Excellency the Minister of Foreign Affairs for Colombia, he proposes the conclusion by exchange of notes of the following agreement respecting the status of Serrana and Quita Sueño Banks and Roncador Cay, situated in the western part of the Caribbean Sea, that is to say, that whereas both Governments have claimed the right of sovereignty over these Islands; and whereas the interest of the United States lies primarily in the maintenance of aids to navigation; and whereas Colombia shares the desire that such aids shall be maintained without interruption and furthermore is especially interested that her nationals shall uninterruptedly possess the opportunity of fishing in the waters adjacent to those Islands, the *status quo* in respect to the matter shall be maintained and the Government of Colombia will refrain from objecting to the maintenance by the United States of the services which it has established or may establish for aids to navigation, and the Government of the United States will refrain from objecting to the utilization, by Colombian nationals, of the waters appurtenant to the Islands for the purpose of fishing.

The arrangement set forth in the Minister's note is satisfactory to the Secretary of State who understands such arrangement to be concluded by this exchange of notes.

Accept, Sir, the renewed assurances of my highest consideration.

FRANK B. KELLOGG

DOCTOR ENRIQUE OLAYA  
*Minister of Colombia*



## AIRCRAFT FACILITIES FOR COMMERCIAL AVIATION

*Exchange of notes at Washington February 23, 1929*

*Entered into force February 23, 1929*

*Terminated and superseded January 1, 1957, by agreement of October 24, 1956<sup>1</sup>*

Department of State files

*The Secretary of State to the Colombian Minister*

FEBRUARY 23, 1929

SIR:

With reference to the conversations which you have had recently with the Department of State regarding the facilities which aircraft of United States registry will enjoy in Colombia for commercial aviation service and, reciprocally, in the United States including the Panama Canal Zone aircraft of Colombian registry, I take pleasure in confirming, by means of the present note, the understanding at which we have arrived, to wit:

Commercial aircraft of United States registry will have permission to fly along the Atlantic and Pacific Coasts of Colombia and over the territory immediately adjacent thereto; to land on land or water, fuel, make repairs, and ship and discharge passengers, mail and cargo, in the Atlantic and Pacific ports of Colombia where there are authorities charged with carrying out the pertinent regulations, subject to regulations and provisions equivalent to those established for commercial aircraft of Colombian registry in the enclosures to this note.<sup>2</sup>

Reciprocally, commercial aircraft of Colombian registry will have permission to land on land or water in the Atlantic and Pacific ports of the United States including those of the Panama Canal Zone, and to fly between the ports of the Canal Zone following the route designated by the Governor of the Panama Canal, fuel, make repairs and ship and discharge passengers, mail and cargo, subject to the regulations and provisions which are enclosed with the present note, as follows:

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<sup>1</sup> 14 UST 429; TIAS 5338.

<sup>2</sup> Not printed here.

For the continental United States, the Air Commerce Act of 1926<sup>3</sup> and the Regulations promulgated pursuant thereto; for the Panama Canal Zone, Executive Orders Nos. 4971 and 5047 of September 28, 1928, and February 18, 1929, respectively, and the provisional Regulations of the Governor of the Panama Canal issued pursuant thereto.

All aircraft must carry out the respective Governmental regulations of both countries.

If either of the two Governments decides to terminate the permission to which this agreement refers or to modify the regulations or provisions, it will give ninety days' previous notice thereof to the other Government.

It is understood that the two Governments agree and will endeavor to give the greatest possible facilities to aircraft in international commercial communication service in order that they may land on land or water, fuel, and carry out the other services above mentioned with all desirable speed and efficacy.

Accept, Sir, the renewed assurances of my highest consideration.

FRANK B. KELLOGG

Enclosures: <sup>2</sup>

Air Commerce Act and Regulations;  
Executive Orders;  
Provisional Regulations.

DOCTOR ENRIQUE OLAYA,  
*Minister of Colombia,  
Washington, D.C.*

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*The Colombian Minister to the Secretary of State*

[TRANSLATION]

LEGATION OF COLOMBIA

WASHINGTON, D.C.

*February 23, 1929*

No. 327

SIR:

In reply to the note which Your Excellency addressed to me this same date regarding the conversations which I have recently held in the Department of State with respect to the facilities which aircraft registered in the United States will enjoy in Colombia for services of commercial aviation, and, reciprocally, aircraft of Colombian registration, in the United States including the Panama Canal Zone, I have the honor, duly authorized by my Government, to confirm the agreement which we have reached, that is:

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<sup>3</sup> 44 Stat. 568.

Commercial aircraft of the United States register shall have permission to make flights along the Colombian coasts of the Atlantic and Pacific Oceans and over the territory immediately adjacent thereto; to alight on land and on water, to take on fuel, to make repairs, to land and receive passengers, mail and freight in Colombian ports in which there are authorities charged with fulfilling the formalities required, subject to regulations and provisions similar to those established for Colombian commercial aircraft in the enclosures accompanying Your Excellency's note to which I have the honor to reply.

Conversely, commercial aircraft of Colombian registration shall have permission to alight on land and water in the ports of the Atlantic and of the Pacific in the United States including those of the Panama Canal Zone, to fly between ports of the Panama Canal Zone, following the route designated by the Governor thereof, to take on fuel, to make repairs, to land and receive passengers, mail and freight subject to the regulations and provisions annexed to Your Excellency's note to which I have the honor to reply.

All aircraft must comply with the respective governmental regulations of both countries.

If either of the two Governments should decide to put an end to the permission referred to in this agreement, or to change the regulations or provisions, it shall advise the other Government of this fact ninety days in advance.

It is understood that the two Governments agree and will earnestly endeavor to give the greatest facilities possible in order that aircraft engaged in services of international commercial communication may alight on land or water, take on fuel and to extend the other services mentioned above with all the efficacy and rapidity desirable.

I take this opportunity to renew to Your Excellency the assurances of my most distinguished consideration.

ENRIQUE OLAYA

To His Excellency

Mr. FRANK B. KELLOGG,

*Secretary of State,*

*Washington, D.C.*

## WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchanges of notes at Bogotá December 19 and 24, 1930, and March 16, 1931*

*Entered into force May 1, 1931*

*Superseded June 21, 1957, by agreement of June 13 and 26, 1956, and May 22, 1957<sup>1</sup>*

Department of State files

*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
BOGOTÁ, December 19, 1930

MR. MINISTER:

I have the honor to refer to Your Excellency's note of the 12th instant, Number 286, with which Your Excellency was pleased to send me textual extracts from the tariff of consular fees of the United States insofar as they refer to passport visas.

Since in this transcription it is set out that special conventions have been celebrated to establish a tariff different from that which figures therein, this Ministry desires to know if the Government of Your Excellency would be disposed to agree upon a lesser tariff, on a reciprocal basis, and one which would be the minimum tariff possible. In behalf of this Ministry I desire to manifest to Your Excellency the good will which animates it in lowering as much as possible the fees for visas on United States passports, among other things, as a measure of friendship and rapprochement between the two peoples.

I would be grateful to Your Excellency for a prompt reply, and, if it is not an inconvenience to Your Excellency and it appear necessary, would appreciate it if Your Excellency would communicate by cable with the Government at Washington in this regard, since the Ministry is elaborating a decree regulating this matter.

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<sup>1</sup> 10 UST 1250; TIAS 4263.

I take this opportunity to renew to Your Excellency my sentiments of highest consideration.

For the Minister—The Secretary  
A. GONZALEZ FERNANDEZ

His Excellency

MR. JEFFERSON CAFFERY,  
*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America.*

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*The American Minister to the Minister of Foreign Affairs*

No. 294

BOGOTÁ, December 24, 1930

MR. MINISTER:

With further reference to Your Excellency's note of December 19, I have the honor to inform Your Excellency, pursuant to cabled instructions from my Government, that my Government is willing to enter into an agreement with the Republic of Colombia for the reciprocal reduction or abolition of passport visa fees along the lines set forth in my predecessor's note to the then Minister of Foreign Affairs of Colombia, No. 413 of May 12, 1925. For Your Excellency's convenient information, I enclose a further copy of my predecessor's note referred to.

I take the occasion to present to Your Excellency the assurances of my highest consideration.

JEFFERSON CAFFERY

His Excellency

Sr. Dr. RAIMUNDO RIVAS,  
*Minister for Foreign Affairs of the  
Republic of Colombia,  
Bogotá*

BOGOTÁ, COLOMBIA  
May 12, 1925

No. 413

SIR:

I have the honor to acquaint you that I have been informed by my Government that the United States is now prepared to waive fees for passport visas and applications therefore in favor of those classes of aliens who are defined as non-immigrants by the United States Immigration Act of 1924, whose governments waive visas in cases of American travelers of like classes. The persons who are not "immigrants" as defined by the Act above-mentioned are the following:

"(1) a government official, his family, attendants, servants, and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman

serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation."

I may add, parenthetically, that this proposal does not apply to immigrants and does not, in any event, contemplate waiver of American visas on passports of aliens visiting the United States, but only contemplates the waiver of fees for American passport visas and applications therefor.

My Government, accordingly, has instructed me to inquire whether the Government of Colombia would be willing to enter into an agreement with the United States on this basis. In this connection, I may observe that Class 1 of the aliens defined as non-immigrants, and indicated above, is already granted visas gratis, and that irrespective of the view of the Colombian Government regarding the proposal which I have had the honor to submit, the United States contemplates no change in its practice with respect to granting visas to that class of aliens.

Consequently, I should much appreciate your conveying to me an expression of the attitude of your Government concerning this suggested cooperative action in amelioration of the conditions of international intercourse on the part of classes of the citizens of our respective countries.

I avail myself of this opportunity to extend to you, Sir, the renewed assurances of my high consideration.

SAMUEL H. PILES

The Honorable

Dr. ANTONIO GOMEZ RESTREPO

*Secretary of the Ministry of Foreign Affairs  
of the Republic of Colombia.*

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*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY OF  
FOREIGN RELATIONS  
*Bogotá, March 16, 1931*

MR. MINISTER:

I have the honor to refer to Your Excellency's notes of December 12, 13 and 24, 1930, relative to the fees charged by Your Excellency's Government for the visaing of Colombian passports.

I take pleasure in informing Your Excellency that by Decree No. 492 of March 10, this Ministry, taking into consideration the contents of Your Excellency's notes above referred to, fixed the following fee for the visaing of passports of citizens of the United States of America:

"Visa for one year to enter Colombia various times . . . . . \$10.—  
By reciprocity, passports shall be visaced free of charge for citizens of the United States coming within the classes of the groups of Colombian citizens to whom the United States grants similar exemption."

These fees shall take effect from May 1st next.

This Office, moreover, in a circular addressed to the diplomatic and consular officers of the Republic, has clearly established which are the per-

sons to whom the Government of the United States grants exemption from fees, copying the pertinent paragraph of the note from the Legation in Your Excellency's worthy charge, dated May 12, 1925, which reads 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, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation."

The exemption established by the decree referred to is only an exemption of fees and not of visas. The persons coming within the classes established by the note of the Legation in Your Excellency's charge shall have their passports visaed by the Colombian officials but shall not be charged a fee for said visa.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

RAIMUNDO RIVAS

To His Excellency

JEFFERSON CAFFERY,

*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America,  
Bogotá.*



## RECIPROCAL TRADE

*Agreement and joint declaration signed at Washington September 13, 1935*<sup>1</sup>

*Approved and confirmed by the President of the United States  
October 25, 1935*

*Ratified by Colombia April 20, 1936*

*Instrument of approval and confirmation and instrument of ratification  
exchanged at Bogotá April 20, 1936*

*Proclaimed by the President of the United States April 20, 1936*

*Entered into force May 20, 1936*

*Terminated December 1, 1949*<sup>2</sup>

49 Stat. 3875; Executive Agreement Series 89

### AGREEMENT

The President of the United States of America and the President of the Republic of Colombia, desiring to strengthen the traditional bonds of friendship between the two countries by granting mutual advantages for the promotion of reciprocal trade and for the general expansion of international trade, have decided to conclude a trade agreement and for that purpose have appointed their Plenipotentiaries as follows:

The President of the United States of America: Cordell Hull, Secretary of State of the United States of America;

The President of the Republic of Colombia: Señor Don Miguel Lopez Pumarejo, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Colombia to the United States of America,

Who, after 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>1</sup> annexed to this Agree-

<sup>1</sup> For schedules annexed to agreement, see 49 Stat. 3890 or p. 18 of EAS 89. 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> Pursuant to exchange of notes at Washington Oct. 12, 1949 (2 UST 569; TIAS 2207).

ment and made a part thereof, shall, on their importation into the Republic of Colombia, be exempt from ordinary customs duties in excess of those set forth in the said Schedule. For purposes of this article the term "ordinary customs duties" means the duties set forth in the Tariff Schedule of Colombian law 62 of 1931 and the respective modifications thereof.

Except as provided in Article IV of this Agreement, no other or higher duties, taxes, fees, or charges of whatever denomination, other than customs duties, shall be imposed on or in connection with the importation into the Republic of Colombia of articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I, than those imposed or required to be imposed by laws of the Republic of Colombia in effect on the day of the signature of this Agreement.

## ARTICLE II

Articles the growth, produce or manufacture of the Republic of Colombia, enumerated and described in Schedule II annexed to this Agreement and made a part thereof, shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth in the said Schedule and, except as provided in Article IV of this Agreement, from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed or required to be imposed by laws of the United States of America in effect on the day of the signature of this Agreement.

## ARTICLE III

All articles the growth, produce or manufacture of the United States of America or the Republic of Colombia, 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 any foreign origin.

All articles the growth, produce or manufacture of the United States of America or the Republic of Colombia, shall, after importation into the other country, be exempt from all national or Federal internal taxes, fees, charges or exactions, other or higher than those payable on like articles of domestic origin: Provided, That the provisions of this paragraph shall not apply to taxes imposed in the United States of America on coconut oil or on any combination or mixture containing a substantial quantity of coconut oil nor to the canalization tax which the Republic of Colombia has established on merchandise and products imported or exported through its customs houses.

All articles the growth, produce or manufacture of the Republic of Colombia, shall, after importation into the United States of America, be

exempt from all State or Municipal taxes, fees, charges or exactions, other or higher than those payable on like articles of domestic origin.

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I, shall, after importation into the Republic of Colombia, be exempt from all internal taxes, fees, charges or exactions, imposed by any Department or Municipality of the Republic of Colombia, other or higher than those provided for by laws in effect in the Republic of Colombia on the day of signature of this Agreement.

Articles the growth, produce or manufacture of the United States of America or the Republic of Colombia, enumerated and described in Schedules I and II, respectively, shall, after importation into the other country, be exempt from any national or Federal internal taxes, fees, charges or exactions, other or higher than those imposed or required to be imposed by laws of the Republic of Colombia or the United States of America, respectively, in effect on the day of signature of this Agreement.

Insofar as rates and charges for transportation services within the United States of America or the Republic of Colombia are imposed or controlled by the Government of the respective country, goods which are grown, produced or manufactured in the territory of either country shall pay within the territory of the other country transportation rates and charges which are not discriminatory as compared with the rates and charges on like goods of domestic origin transported under like circumstances and conditions.

#### ARTICLE IV

The provisions of this Agreement shall not apply to such special duties as are or may be required by laws of the United States of America or the Republic of Colombia to be assessed on importations which are not properly marked to indicate their origin, nor to such special duties as may be required by such laws to be assessed on importations which have been sold at less than the foreign market value, or, in the absence of such value, than the cost of production in the country of origin.

#### ARTICLE V

1. No prohibition or restriction on importations shall be imposed by the United States of America or the Republic of Colombia on articles the growth, produce or manufacture of the other country with respect to which obligations have been assumed under Articles II or I, respectively, of this Agreement: Provided, That the foregoing provision shall not apply to prohibitions or restrictions (a) relating to public security; (b) imposed on moral or humanitarian grounds; (c) designed to protect human, animal, or plant life, subject to the provisions of the second and third paragraphs of Article VIII; (d) relating to prison-made goods; (e) relating to the enforcement of police or revenue laws; or (f) permitted by paragraph 2 of this Article.

2. The provisions of the first paragraph of this Article shall not apply to any quantitative restriction imposed by the United States of America or the Republic of Colombia on the importation or sale of any article the growth, produce or manufacture of the other country in conjunction with governmental measures operating to regulate or control the production, market supply, or prices of like domestic articles: Provided, That before any quantitative restriction on importation under the foregoing provisions of this paragraph is established, or having been established, is materially changed, the Government of the country which proposes to establish or materially change such restriction shall give notice thereof in writing to the other Government and shall accord the latter Government thirty days from the receipt of such notice to examine such proposed restriction or change; and Provided further, That in the the event such other Government objects to such proposed restriction or change, and if an agreement is not reached by the end of the thirtieth day following receipt of the notice of the intention to establish or change such restriction, the Government which proposes to take such action shall be free to do so at any time thereafter, and the other Government shall be free within fifteen days after the imposition of such restriction or change to terminate this Agreement on thirty days' notice.

3. It is understood that the sole purpose of proviso "(e)" of paragraph 1 of this Article is to reserve to the Governments of the United States of America and the Republic of Colombia the right to impose such import prohibitions or restrictions as may be necessary to enforce police or revenue laws now or hereafter in effect in the respective countries. That is to say, the only object of the proviso is to permit the operation of enforcement measures in conjunction with police or revenue laws.

## ARTICLE VI

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America or the Republic of Colombia, 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.

Unless otherwise required under constitutional provisions, no administrative ruling by the United States of America or the Republic of Colombia effecting advances in rates of duty or charges applicable under an established and uniform practice to imports from the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or with respect to articles either entered for or withdrawn for consumption prior to the expiration of thirty days after the date of publication of notice of such ruling in the usual official manner. The provisions of this paragraph do not apply to administrative orders imposing antidumping duties, or relating to sanitation or public safety, or giving effect to judicial decisions or decisions of customs courts.

## ARTICLE VII

It is agreed that the United States of America and the Republic of Colombia will grant each other unconditional and unrestricted most favored nation treatment in all matters concerning customs duties and subsidiary charges of every kind and in the method of levying duties, and, further, in all matters concerning the rules, formalities and charges, imposed in connection with the clearing of goods through the customs.

Accordingly, natural or manufactured products having their origin in the United States of America or the Republic of Colombia shall in no case be subject in the other country, 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 products of any third country or any third country are or may hereafter be subject.

Similarly, natural or manufactured products exported from the territory of the United States of America or the Republic of Colombia 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 products when consigned to the territory of any third country are or may hereafter be subject.

Any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the Republic of Colombia in regard to the above mentioned matters to a natural or manufactured product originating in any third country or consigned to the territory of any third country shall be accorded immediately and without compensation to the like product originating in or consigned to the territory of the Republic of Colombia or the United States of America, respectively.

Neither the United States of America nor the Republic of Colombia shall establish any prohibition or maintain any restriction on imports from the territory of the other country which is not applied to the importation of any like article originating in any third country. Any abolition of an import prohibition or restriction which may be granted even temporarily by the United States of America or the Republic of Colombia in favor of an article of a third country shall be applied immediately and unconditionally to the like article originating in the territory of the Republic of Colombia or the United States of America, respectively.

In the event of rations or quotas being established by the United States of America or the Republic of Colombia for the importation of any article otherwise restricted or prohibited, it is agreed, that in the allocation of the quantity of restricted goods which may be authorized for importation, a share will be granted to the Republic of Colombia or the United States of America, respectively, equivalent to the proportion of the trade in such article which it enjoyed in a previous representative five year period or such other previous

representative period as may be agreed upon by the Governments of the two countries.

The provisions of the two preceding paragraphs shall not be construed to authorize the United States of America or the Republic of Colombia to establish any prohibition or maintain any restriction on articles the growth, produce or manufacture of the other country with respect to which obligations have been assumed under Articles II or I, respectively of this Agreement, other than such prohibitions and restrictions as are expressly authorized by the provisions of Article V.

Nevertheless, the advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Colombia to adjacent countries in order to facilitate frontier traffic and advantages resulting from a customs union to which either country may become a party shall be excepted from the operation of this Agreement, and, except as otherwise provided in Article VIII, this Agreement shall not apply to police or sanitary regulations or to the advantages now or hereafter accorded by the United States of America to the commerce of the Republic of Cuba, or to commerce between the United States of America and the Panama Canal Zone, the Philippine Islands, or any territory or possession of the United States of America, or to the commerce of the territories and possessions of the United States of America with one another. The provisions of this paragraph which except from the operation of this Agreement the commerce between the United States of America and the Philippine Islands and the commerce of the territories and possessions of the United States of America with one another shall apply in respect of advantages now or hereafter accorded by the United States of America or any territory or possession of the United States of America to the Philippine Islands, notwithstanding any change that may take place in the political status of the Philippine Islands.

Subject to the reservations set forth in the preceding paragraph, the provisions of this Article shall apply to articles the growth, produce or manufacture of any territory under the sovereignty or authority of the United States of America or the Republic of Colombia, imported from or exported to any territory under the sovereignty or authority of the Republic of Colombia or the United States of America, respectively. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

#### ARTICLE VIII

The Government of the United States of America and the Government of the Republic of Colombia, respectively, will accord sympathetic consideration to such reasonable representations as the other Government may make regarding the operation of customs regulations, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal, or plant life.



In the event that the Government of either country makes representations to the Government of the other country in respect of the application of any sanitary law or regulation for the protection of human, animal, or plant life, and if there is disagreement with respect thereto, a committee of technical experts on which each Government shall be represented shall, on the request of either Government, be established to consider the matter and to submit recommendations to the two Governments.

Whenever practicable the Government of either country, before applying any new measure of a sanitary character, will consult with the Government of the other country with a view to insuring that there will be as little injury to the commerce of the latter country as may be consistent with the purpose of the proposed measure. The provisions of this paragraph do not apply to actions affecting individual shipments under sanitary measures already in effect or to actions based on pure food and drug laws.

#### ARTICLE IX

Except as otherwise provided in Article VII the provisions of this Agreement relating to the treatment to be accorded by the United States of America or the Republic of Colombia, respectively, to the commerce of the other country, shall not apply to the Philippine Islands, the Virgin Islands, American Samoa, the Island of Guam, nor to the Panama Canal Zone.

#### ARTICLE X

On and after the day on which this Agreement comes into force, articles the growth, produce or manufacture of the United States of America and articles the growth, produce or manufacture of the Republic of Colombia previously imported into the other country shall be subject to the provisions of this Agreement if entry therefor has not been made, or if they have been entered previously without payment of duty and under bond for warehousing, transportation, or any other purpose, and without any permit of delivery to the importer or to his agent having been issued: Provided, That when duties are based upon the weight of merchandise deposited in any public or private warehouse, the said duties shall, except as otherwise may specially be provided in the tariff laws of the Republic of Colombia or the United States of America, respectively, in effect on the day of the signature of this Agreement, be levied and collected upon the weight of such merchandise at the time of its entry.

#### ARTICLE XI

As long as the present Agreement remains in force, it shall supersede any provisions of the Treaty of Peace, Amity, Navigation and Commerce between the United States of America and the Republic of New Granada, signed at



Bogotá, December 12, 1846,<sup>3</sup> which may be inconsistent with this Agreement. However, upon the expiration of this Agreement, the provisions of the aforesaid Treaty which have been suspended temporarily shall automatically resume operation and shall continue in full force and effect subject to termination as provided in that Treaty.

Nothing in the present Agreement shall be construed in any way to affect any of the provisions of the treaty between the United States of America and the Republic of Colombia, signed at Bogotá, April 6, 1914.<sup>4</sup>

#### ARTICLE XII

The Governments of the United States of America and the Republic of Colombia declare that the purpose of this Agreement is to grant mutual and reciprocal concessions and advantages for the promotion of commercial relations between the two countries; and that each and every one of the provisions contained herein shall be complied with and interpreted in accordance with this spirit and intention.

#### ARTICLE XIII

The present Agreement shall be approved and confirmed by the President of the United States of America by virtue of the Act of Congress of the United States of America approved June 12, 1934, entitled "An Act to Amend the Tariff Act of 1930",<sup>5</sup> and shall be ratified by the President of the Republic of Colombia, after approval of the Congress of Colombia, in accordance with constitutional requirements. The Agreement shall enter into full force thirty days after the exchange of the instrument of approval and confirmation and the instrument of ratification, which shall take place in the city of Bogotá as soon as possible, and shall continue in force for a term of two years, unless terminated in accordance with the provisions of Article V.

Unless at least six months before the expiration of the aforesaid term of two years the Government of either country shall have given to the other Government notice of intention to terminate the Agreement upon the expiration of the aforesaid term, the Agreement shall remain in force thereafter until six months from such time as the Government of either country shall have given notice to the other Government, or unless terminated in accordance with the provisions of Article V.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

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<sup>3</sup> TS 54, *ante*, p. 868.

<sup>4</sup> TS 661, *ante*, p. 900.

<sup>5</sup> 48 Stat. 943.

Done in duplicate, in the English and Spanish languages, both authentic, at the City of Washington, this thirteenth day of September 1935.

CORDELL HULL [SEAL]

MIGUEL LÓPEZ PUMAREJO [SEAL]

[For schedules annexed to agreement, see 49 Stat. 3890 or p. 18 of EAS 89.]

#### JOINT DECLARATION

The undersigned, the Secretary of State of the United States of America and the Minister of the Republic of Colombia at Washington, in proceeding to the signature of the reciprocal trade agreement between the United States of America and the Republic of Colombia, dated this day, do hereby confirm the understanding reached by them during the negotiations that the use or employment in Schedule I of the said Agreement of any name, word or combination of words, or designation to which any natural or juristic person may have a right of ownership or exclusive use, is intended to illustrate the type of products to which the respective rates of duty shall apply, and that the inclusion in the said Schedule of any such name, word or combination of words, or designation shall not prejudice or impair in any manner any rights which any natural or juristic person may have to the exclusive use or ownership of such name, word or combination of words, or designation.

WASHINGTON, *September 13, 1935*

CORDELL HULL

MIGUEL LÓPEZ PUMAREJO

## NAVAL MISSION

*Agreement signed at Washington November 23, 1938*

*Entered into force November 23, 1938*

*Article 1, title IV, amended by agreement of August 30, 1941*<sup>1</sup>

*Extended by agreements of September 22 and November 5, 1942;*<sup>2</sup>

*July 23 and August 7, 1943;*<sup>3</sup> *June 20 and July 18, 1944;*<sup>4</sup> *and*

*November 20 and December 3, 1945*<sup>5</sup>

*Superseded by agreement of October 14, 1946*<sup>6</sup>

53 Stat. 2074; Executive Agreement Series 140

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COLOMBIA

In conformity with the request made by the Ambassador of the Republic of Colombia in Washington to the Secretary of State, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of May 19, 1926, entitled "An Act to authorize the President to detail officers and enlisted men of the United States Army, Navy and Marine Corps to assist the Governments of the Latin-American Republics in military and naval matters,"<sup>7</sup> as amended by the Act of May 14, 1935,<sup>8</sup> to include the Philippine Islands, has authorized the appointment of officers to constitute a naval mission to the Republic of Colombia under the conditions specified below:

#### TITLE I

##### *Purpose and Duration*

Art. 1.—The purpose of this Naval Mission is to cooperate in an advisory capacity with the Director General and the officers of the Colombian Navy, wherever desired in Colombia by the Ministry of War, with a view to enhancing the efficiency of the Colombian Navy.

<sup>1</sup> EAS 218, *post*, p. 935.

<sup>2</sup> 56 Stat. 1775; EAS 280.

<sup>3</sup> 57 Stat. 1054; EAS 337.

<sup>4</sup> 58 Stat. 1375; EAS 413.

<sup>5</sup> Not printed.

<sup>6</sup> 61 Stat. (3) 2413; TIAS 1563.

<sup>7</sup> 44 Stat. 565.

<sup>8</sup> 49 Stat. 218.

Art. 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 the Republic of Colombia, 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.

Art. 3.—If the Government of the Republic of Colombia should desire that the services of the Mission be extended in whole or in part beyond the period stipulated, a proposal to that effect shall be made six months before the expiration of this agreement.

Art. 4.—This contract may be terminated prior to the expiration of the period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

a) By either Government, subject to three months notice in writing to the other Government;

b) By the recall of the entire personnel of the Mission by the United States in the public interests of the United States;

c) In the case of war between the Republic of Colombia and any other nation, or in the case of civil war in the Republic of Colombia;

d) In case of war between the United States and any other country.

## TITLE II

### *Composition and Personnel*

Art. 1.—This Mission will consist of a Chief of Mission of the rank of Captain or Commander on active service in the United States Navy and such other United States naval personnel as may subsequently be requested by the Ministry of War of Colombia through its authorized representative in Washington and agreed upon by the United States Navy Department.

Art. 2.—The Chief of Mission shall proceed to the Republic of Colombia as soon as practicable, following the signing of this agreement, and report to the Minister of War for the purpose of investigating the needs of Colombia with respect to a naval mission. He will submit his recommendations to the Secretary of the Navy of the United States of America and to the Minister of War of the Republic of Colombia within ninety days after his arrival in the Republic of Colombia.

## TITLE III

### *Duties, Rank and Precedence*

Art. 1.—The duties of the Chief of Mission and of the personnel of the Mission will be determined by agreement between the United States Navy Department and the Ministry of War of the Republic of Colombia, follow-

ing the receipt of the recommendations submitted by the Chief of Mission as specified in Title II, Article 2.

Art. 2.—The members of the Mission will be responsible solely to the Minister of War of the Republic of Colombia through the Chief of Mission.

Art. 3.—Each member of the Mission shall retain the rank he holds in the United States Navy and shall wear the uniform of his rank in the United States Navy.

Art. 4.—Each member of the Mission shall be entitled to all the benefits which the Colombian Navy Regulations provide for Colombian naval officers of corresponding rank.

Art. 5.—The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

#### TITLE IV<sup>9</sup>

##### *Compensation and Perquisites*

Art. 1.—Each member of the Mission shall receive from the Government of the Republic of Colombia an annual net salary equal to the pay and allowances of a United States naval officer, on active service, of the same rank and length of service but exclusive of any increase authorized for duty involving flying. The said salary shall be paid in twelve equal monthly instalments in Colombian national currency computed at the highest official rate of exchange established by the Exchange Control Board or by the Bank of Colombia on the last day of each month in which due. Should any member of the Mission while so serving become qualified for promotion, he shall receive from the Government of the Republic of Colombia the pay of a United States naval officer of the rank to which he has qualified for promotion, payable from the date on which he makes his number for promotion and under the same conditions as prescribed in the preceding sentence of this article. The said salary shall not be subject to any Colombian tax, or to tax by any political subdivision of Colombia, that is now or shall hereafter be in effect. Should there, however, be at present or during the life of this agreement any taxes that may affect the said salaries, such taxes will be borne by the Colombian Ministry of War in order to comply with the provision stipulated above that the salaries agreed upon shall be net.

Art. 2.—The compensation agreed upon in the preceding Article shall commence upon the date of departure from New York of each member of the Mission, and shall continue, following the termination of duty with the Mission, for the return voyage to New York and thereafter for the period of any accumulated leave which may be due.

Art. 3.—The compensation due for the period of the return voyage and accumulated leave shall be paid a detached member prior to his departure

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<sup>9</sup> For an amendment to art. 1, title IV, see EAS 218, *post*, p. 935.

from Colombia, and such payment shall be computed for travel via the shortest usually travelled sea route regardless of the route and method of travel elected by the said detached member.

Art. 4.—Each member of the Mission and his family will be furnished by the Government of the Republic of Colombia with first class accommodations for travel, via the usually travelled sea route, required and performed under this contract, between New York and his official residence in Colombia both for the outward and for the return voyage. The shipment of household effects, baggage, and automobile of each member of the Mission between New York and his official residence in Colombia will be made in the same manner by the Government of the Republic of Colombia. Transportation of such household effects, baggage, and automobile for each member shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except when the result of circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, and of the extra compensation prescribed in Article 5, below, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War of the Republic of Colombia, shall not be required under this contract, but shall be determined by negotiations between the United States Navy Department and the authorized representative of the Ministry of War of the Republic of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

Art. 5.—An additional allowance of one month's compensation, but of not less than Two Hundred Dollars (\$200.00), shall be provided by the Government of Colombia to cover extra expenses involved in change of residence from the United States to Colombia. The same additional allowance will be paid to each member for expenses incident to change of residence from Colombia to the United States upon completion of duty with the Mission.

Art. 6.—The Government of the Republic of Colombia shall grant, upon request of the Chief of Mission, free entry for articles for the personal use of the members of the Mission and their families.

Art. 7.—If the services of any member of the Mission should be terminated prior to the completion of two years' service by action of the Government of the United States of America, except in accordance with the provisions of Title I, Article 4(c), the provisions of Title IV, Article 4, and Title IV, Article 5, shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Title I, Article 4(c), he shall receive from the Government of the Republic of Colombia all the compensations, emoluments, and perquisites as if he had completed two years' service, but the annual salary shall terminate as provided by Title IV, Article 2. But should the Government of the United States of

America detach any member for breach of discipline, no cost of the return to the United States of such member, his family, household effects, baggage or automobile shall be borne by the Republic of Colombia nor shall the additional allowance provided in Title IV, Article 5, be paid to him.

Art. 8.—Compensation for transportation and travelling expenses in the Republic of Colombia on Colombian official business shall be provided by the Government of the Republic of Colombia in accordance with Title III, Article 4; except for travel performed incident to the provisions of Title IV, Article 4, which will be compensated as provided in that Article.

Art. 9.—If any member of the Mission, or any of his family, die in Colombia, the Government of the Republic of Colombia 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 Colombia 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, and compensations as specified in Title IV of this Agreement will be paid to the widow of the deceased or to any other person who may have been designated in writing by the deceased while serving under the terms of this contract; provided that such widow or other person shall not be compensated for the accrued leave of the deceased; and provided further that all compensations due 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*

Art. 1.—So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Colombian Navy, except by mutual agreement between the Government of the United States and the Republic of Colombia.

Art. 2.—Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or person whatsoever any secret or confidential matter of which he may become cognizant in any way. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancellation of this agreement or any extension thereof.

Art. 3.—Throughout this agreement the term "family" shall be construed as meaning wife and dependent children.

Art. 4.—Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.



Art. 5.—The leave cited in the preceding Article may be spent in foreign countries. All travel time, including sea travel, shall count as leave and shall not be in addition to that authorized in the preceding Article.

Art. 6.—The Government of the Republic of Colombia agrees to grant the leave specified in Article 4 of this Title upon receipt of written application approved by the Chief of Mission.

Art. 7.—In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of Mission, be placed by the Government of the Republic of Colombia in such hospital as the Chief of Mission deems suitable after consultation with the Colombian authorities, and all expenses incurred as the result of such illness while the patient is a member of the Mission and remains in Colombia shall be paid by the Government of Colombia.

Art. 8.—Any member unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this agreement in duplicate in English and Spanish languages, at Washington, this 23rd day of November, A.D. 1938.

SUMNER WELLES [SEAL]

D. LÓPEZ PUMAREJO [SEAL]

## MILITARY MISSION

*Agreement signed at Washington November 23, 1938*

*Entered into force November 23, 1938*

*Extended by agreement of November 19, 1941, and February 19, 1942<sup>1</sup>*

*Superseded by agreement of May 29, 1942<sup>2</sup>*

53 Stat. 2084; Executive Agreement Series 141

### AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COLOMBIA

In conformity with a request made by the Colombian Ambassador at Washington of the Secretary of State of the United States of America, the President of the United States of America, by virtue of the authority conferred by the Act of Congress, approved May 19, 1926, entitled "an Act to authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the Governments of the Latin American Republics in military and naval matters",<sup>3</sup> as amended by an Act of May 14, 1935,<sup>4</sup> to include the Commonwealth of the Philippine Islands, has authorized the detail of officers constituting an American military mission to the Republic of Colombia upon the following agreed conditions:

#### TITLE I

##### *Purpose and Duration*

Art. 1. The purpose of the Mission is to cooperate with the Colombian Minister of War and Chief of Staff in the development and functioning of the aviation of the Colombian Army. Officers of the Mission will act wherever required by the Colombian Ministry of War as tactical and technical advisers to the Colombian Army with regard to aviation.

Art. 2. The Mission shall continue for three years from the date of the signature of this agreement by the accredited representatives of the Governments of the United States of America and the Republic of Colombia.

Art. 3. The agreement may be terminated if necessary in the interest of either Government upon notification duly delivered through diplomatic channels three months in advance.

<sup>1</sup> 56 Stat. 1413; EAS 237.

<sup>2</sup> EAS 250, *post*, p. 941.

<sup>3</sup> 44 Stat. 565.

<sup>4</sup> 49 Stat. 218.

Art. 4. Temporary assignments of officers additional to those enumerated in Title II may be arranged by mutual agreement for shorter periods, depending upon the circumstances in each case.

Art. 5. It is herein stipulated and agreed that while the Mission shall be in operation under this agreement, or under an extension thereof, the Government of the Republic of Colombia will not engage the services of any mission or personnel of any other foreign government for the duties and purposes contemplated by this agreement, unless agreed to the contrary between the Colombian Government and the Government of the United States.

## TITLE II

### *Composition and Personnel*

Art 6. The Mission will be composed at the outset of the following officers and men of the Regular Army of the United States of America: one Major or Captain of the Air Corps who shall be Chief of Mission; one Captain or First Lieutenant of the Air Corps, and three Noncommissioned Officers of the Air Corps. The senior officer will be Chief of the Mission, who will assure normally the direct relations of the Mission with the Minister of War and the Chief of Staff of the Army.

Art. 7. Any additions to the personnel of the Mission that may be considered advisable or necessary shall be mutually agreed upon in accordance with the provisions of Article 4.

## TITLE III

### *Duties, Rank and Precedence*

Art. 8. The members of the Mission shall be responsible solely to the Colombian Minister of War through the Chief of the Mission and shall act as tactical and technical advisers to the Colombian Army with regard to aviation.

Art. 9. In case of war between Colombia and any other nation, the Mission shall terminate within thirty days. In the case of an outbreak of civil war, the duties of the members of the Mission shall be immediately suspended, and at the option of the Government of the United States the Mission may be withdrawn immediately.

Art. 10. Precedence of officers composing the Military Mission with respect to Colombian officers shall be in accordance with their respective rank and seniority therein.

## TITLE IV

### *Pay and Allowances*

Art. 11. The members of the Mission shall receive from the Colombian Government pay and allowances equal to and additional to the pay and

allowances which they receive from the Government of the United States, but exclusive of any increase authorized for duty involving flying. The said salary shall be paid in twelve equal monthly installments, United States currency. Should any member of the Mission while so serving be promoted in the United States Army, he shall receive from the Government of the Republic of Colombia pay and allowances for his new rank as established according to United States Army regulations, payable as from the date of his promotion.

Art. 12. Each member of the Mission shall have the right to receive his Colombian pay beginning on the date of his departure from New York and continuing, upon completion of his service in the Mission, up to the date of his arrival in New York, proceeding each way by usual sea route. Any member of the Mission who fails to fulfill the terms of the contract without just cause will receive additional pay only up to the date of his departure from Bogotá, except in the case of illness or termination of the contract of the Mission, in which cases payment will be made up to arrival in New York.

Art. 13. It is further stipulated that the compensation received by members of the Mission shall not be subject to any Colombian tax now in force or which may hereafter be imposed, but should there, however, be at present or during the life of this agreement, any taxes which may affect the said compensation, such taxes shall be borne by the Colombian Ministry of War in order to comply with the provisions stipulated above that the salaries agreed upon shall be net.

Art. 14. The expenses of transportation by land and sea of the members of the Mission, their families, household effects and baggage, including automobiles, shall be paid in advance by the Colombian Government, these expenses including cost of packing and crating. Officers and their families shall be furnished with first-class accommodations, families being construed as wives and dependent children throughout the contract. It is understood, however, that the accommodations and allowances for travel and transportation of effects shall not exceed allowances prevailing in the United States Army.

With respect to an officer detailed for less than one year, the Colombian Government will not make provision for payment for transportation of the officer's family, household goods or automobile.

The household effects, baggage and automobiles of members of the Mission shall be exempt from customs duties and imposts of any kind in Colombia. The Government of the Republic of Colombia shall grant, upon the request of the Chief of Mission, free entry throughout the stay of the Mission in Colombia for articles for the personal use of members of the Mission and their families.

Art. 15. Members of the Mission who may become ill during the period of duty in Colombia shall be cared for by the Colombian Government. Any

member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

Art. 16. If a member of the Mission or one of his family should die in Colombia, the Colombian Government shall have the body transported to such a place in the United States as the family shall designate. Should the deceased be a member of the Mission, the Colombian Government shall pay the expenses of travel of the family and transportation of their effects to New York.

Art. 17. Each member of the Mission shall be entitled to one month's annual leave with full pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of such leave shall be cumulative from year to year during service as a member of the Mission. Members of the Mission shall have the privilege of spending the leave cited above in foreign countries.

Art. 18. In case members of the Mission are required to travel on official business for the Colombian Government they shall receive the same per diem allowances and transportation allowances as those granted to officers and men of similar rank of the Colombian Army.

## TITLE V

### *Recall and Replacement of Members of the Mission*

Art. 19. The United States may, if the public interest so requires, recall at any time any or all of the members of the Mission, substituting for them other officers acceptable to the Colombian Government, all expenses in connection therewith being incumbent upon the Government of the United States of America. If on the request of the Colombian Government, any member of the Mission is recalled for due and just cause other than the termination of his services or illness, all expenses connected with the return shall be incumbent upon the United States of America.

Art. 20. If cancellation of this contract be effected on the request of the United States of America, all expenses of the return of the Mission and all effects thereof to the United States shall be borne by the Government of the United States of America; should cancellation be effected on the initiative of the Colombian Government or as a result of war between Colombia and a foreign government, or as the result of the outbreak of civil war in Colombia, the Colombian Government shall bear these costs.

Art. 21. IN FAITH WHEREOF, the undersigned, being duly authorized, sign the present contract at Washington, District of Columbia, United States of America, the twenty-third day of November of 1938.

D. LÓPEZ PUMAREJO	[SEAL]
SUMNER WELLES	[SEAL]

## EXTRADITION

*Convention signed at Bogotá September 9, 1940, supplementing and amending convention of May 7, 1888*

*Senate advice and consent to ratification December 2, 1940*

*Ratified by the President of the United States December 20, 1940*

*Ratified by Colombia April 6, 1943*

*Ratifications exchanged at Washington June 23, 1943*

*Proclaimed by the President of the United States June 26, 1943*

*Entered into force July 6, 1943*

57 Stat. 824; Treaty Series 986

### SUPPLEMENTARY CONVENTION OF EXTRADITION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COLOMBIA

The United States of America and the Republic of Colombia, being desirous of enlarging the list of crimes on account of which extradition may be granted under the Convention concluded between the two countries on May 7, 1888,<sup>1</sup> with a view to the better administration of justice and the prevention of crimes 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 of America: Spruille Braden, Ambassador Extraordinary and Plenipotentiary in Colombia; and

The President of the Republic of Colombia: Luis López de Mesa, Minister for Foreign Relations,

Who, after having exhibited to each other 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 the following crimes are added to the list of crimes numbered 1 to 12 in Article II of the Convention of Extradition concluded between the United States of America and the Republic of Colombia on May 7, 1888; that is to say:

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<sup>1</sup> TS 58, *ante*, p. 895.

13.—Abortion.

14.—Abduction or detention of women or girls for immoral purpose.

15.—Bigamy.

16.—Kidnaping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them, their families or any other person or persons, or for any other unlawful end.

17.—Larceny, defined to be the theft of effects, personal property, or money, of the value of twenty-five dollars or more, or colombian equivalent.

18.—Obtaining money, valuable securities or other property by false pretenses or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds two hundred dollars, or colombian equivalent.

19.—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 anyone in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds two hundred dollars, or colombian equivalent.

20.—Bribery.

21.—Crimes against the bankruptcy laws.

22.—Crimes against the laws for the suppression of the traffic in narcotics.

23.—Extradition shall also take place for participation in any of the crimes before referred to as an accessory before or after the fact or in any attempt to commit any of the aforesaid crimes.

It is further agreed that the paragraph or crimes added by the present Article and number 23 herein shall be applicable under appropriate circumstances to all the crimes listed in the said Convention of May 7, 1888.

## ARTICLE II

The High Contracting Parties also agree that the second sentence of Article III of the said Convention of May 7, 1888 is hereby amended so as to read as follows:

"If the person whose extradition is demanded has already been convicted, the demand must be accompanied by a duly authenticated copy of the sentence of the court in which he was convicted, and with the attestation of the proper executive authority; the latter of which must be certified by a diplomatic representative or consular officer of the Government upon which the demand is made."

## ARTICLE III

The present Convention shall be ratified and the ratifications shall be exchanged at Washington as soon as possible. It shall be considered as an



integral part of the said Extradition Convention of May 7, 1888. It shall come into force ten days after its publication in conformity with the laws of the High Contracting Parties, such period to be computed from its publication in the country last publishing, and it shall continue and terminate in the same manner as the Convention of May 7, 1888.

In testimony whereof, the respective Plenipotentiaries have signed the present Convention in the english and spanish languages, equally authentic, and have hereunto affixed their seals.

Done, in duplicate, at Bogotá, this ninth day September one thousand nine hundred and forty.

SPRUILLE BRADEN

LUIS LÓPEZ DE MESA

## NAVAL MISSION

*Agreement signed at Washington August 30, 1941, amending agreement of November 23, 1938*

*Entered into force August 30, 1941*

*Superseded by agreement of October 14, 1946*<sup>1</sup>

55 Stat. 1336; Executive Agreement Series 218

### MODIFICATIONS IN THE NAVAL MISSION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COLOMBIA

Certain modifications in the Naval Mission Agreement between the United States of America and the Republic of Colombia, signed at Washington on November 23, 1938,<sup>2</sup> having been found desirable, it is agreed between the United States of America and the Republic of Colombia as follows:

ARTICLE 1—Article 1 of Title IV of the agreement of November 23, 1938 is amended to read as follows:

“Each member of the Mission shall receive from the Government of the Republic of Colombia such net annual compensation expressed in United States currency as may be agreed upon between the Government of the United States of America and the Government of the Republic of Colombia. This compensation shall be paid in twelve equal monthly installments, each due and payable on the last day of the month. Payments may be made in Colombian national currency computed at the highest value of the dollar at the free market rate of exchange in Bogotá on the date on which due. Payments made outside of Colombia shall be in the national currency of the United States of America. The compensation shall not be subject to any Colombian tax, or to tax by any political or administrative subdivision of Colombia, that is now or shall hereafter be in effect. Should there, however, be at present or during the life of this agreement any taxes that might affect the said compensation, such taxes will be borne by the Ministry of War of Colombia in order to comply with the provisions stipulated above that the compensations agreed upon shall be net.”

<sup>1</sup> TIAS 1563, *post*, p. 973.

<sup>2</sup> EAS 140, *ante*, p. 922.

ARTICLE 2—This supplementary agreement shall be in effect from the date on which it is signed, and shall continue in effect until the expiration of the agreement of November 23, 1938.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this agreement in duplicate in the English and Spanish languages at Washington, this thirtieth day of August, one thousand nine hundred forty-one.

CORDELL HULL

*Secretary of State*

*of the United States of America*

GABRIEL TURBAY

*Ambassador Extraordinary and Plenipotentiary  
of the Republic of Colombia at Washington*

## LEND-LEASE<sup>1</sup>

*Agreement signed at Washington March 17, 1942*

*Entered into force March 17, 1942*

1942 For. Rel. (VI) 189

WHEREAS the undersigned Sumner Welles, Acting Secretary of State of the United States of America, has been duly authorized by His Excellency Franklin Delano Roosevelt, President of the United States of America, on behalf of the United States of America pursuant to the Act of the Congress of the United States of America of March 11, 1941,<sup>2</sup> and Gabriel Turbay, Ambassador Extraordinary and Plenipotentiary of the Republic of Colombia to the United States of America, has been duly authorized by His Excellency Eduardo Santos, President of the Republic of Colombia, on behalf of the Republic of Colombia pursuant to Laws 20 and 128 of 1941, to conclude an agreement for the supplying of defense articles and defense information; and

WHEREAS, in conformity with the Declaration of Lima of December 24, 1938<sup>3</sup> and Declaration XV approved July 30, 1940<sup>4</sup> at the Second Meeting of Foreign Ministers of the American Republics held in Habana, the United States of America and the Republic of Colombia have expressed their desire to cooperate in the defense and maintenance of the peace, the security and integrity of the American Continent against any act of aggression which is planned or directed against any of the American Republics and having decided that the defense of each of the American Republics is essential to the defense of all of them;

They have for that purpose agreed upon the following:

### ARTICLE I

The United States of America, at the request of the Government of the Republic of Colombia, will supply to the Republic of Colombia, in accordance with the terms of this Agreement, defense articles to a value of about \$16,200,000.

<sup>1</sup> An arrangement for full settlement within basic terms of lend-lease agreement was effected by agreement of Apr. 13, 1950; final payment was made and reported in 33d Report to Congress on Lend-Lease Operations, p. 3.

<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.

## ARTICLE II

The Government of the United States of America agrees to accord to the Government of the Republic of Colombia a reduction of 55.56 percent in the scheduled cost of the materials delivered in compliance with the stipulations of the present Agreement; and the Government of the Republic of Colombia promises to pay in dollars into the Treasury of the United States of America 44.44 percent of the scheduled cost of the materials received by the Republic of Colombia. The Republic of Colombia shall not be required to pay more than a total of \$1,200,000 before June 30, 1943, more than a total of \$2,400,000 before June 30, 1944, more than a total of \$3,600,000 before June 30, 1945, more than a total of \$4,800,000 before June 30, 1946, more than a total of \$6,000,000 before June 30, 1947, or more than a total of \$7,200,000 before June 30, 1948.

The obligations of the Government of the Republic of Colombia resulting from the present Agreement shall not bear interest.

## ARTICLE III

The Government of the United States of America and the Government of the Republic of Colombia shall keep a record of all the defense articles transferred under the terms of this Agreement and not less than every ninety days lists of such defense articles shall be exchanged and reviewed.

## ARTICLE IV

In conformity with the Act of the Congress of the United States of America of March 11, 1941, the United States of America reserves the right at any time to suspend, defer, or stop deliveries whenever, in the opinion of the President of the United States of America, further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere; and the Republic of Colombia similarly reserves the right to suspend, defer, or stop acceptance of deliveries under the present Agreement, when, in the opinion of the President of the Republic of Colombia, the defense needs of the Republic of Colombia or the Western Hemisphere are not served by continuance of the deliveries.

## ARTICLE V

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Government of the Republic of Colombia is in a position to supply, the Government of the Republic of Colombia will make such defense articles and defense information available to the United States of America, to the extent possible without harm to its economy and under terms to be agreed upon.

## ARTICLE VI

The Republic of Colombia undertakes that it will not, without consent of the President of the United States of America, transfer title to or possession of any defense article or defense information received under this Agreement, or permit its use by anyone not an officer, employee, or agent of the Republic of Colombia.

Similarly, the United States of America undertakes that it will not, without the consent of the President of the Republic of Colombia, 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 United States of America.

## ARTICLE VII

If, as a result of the transfer to the Republic of Colombia of any defense article or defense information, it is necessary for the Republic of Colombia to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the Government of the Republic of Colombia will do so, when so requested by the President of the United States of America.

Similarly, if, as a result of the transfer to the United States of America of any defense article or defense information, it is necessary for the United States of America to take any action or make any payment in order fully to protect any of the rights of any citizen of the Republic of Colombia who has patent rights in and to any such defense article or information, the United States of America will do so, when so requested by the President of the Republic of Colombia.

## ARTICLE VIII

The Government of the United States of America and the Government of the Republic of Colombia agree, in conformity with the principles set forth in Resolution XXV<sup>5</sup> on Economic and Financial Cooperation approved at the Second Meeting of the Ministers of Foreign Affairs of the American Republics held at Habana July 1940, to cooperate in the negotiation of fair and equitable agreements designed to alleviate, within the possibility of the available resources of the contracting parties, the sufferings caused by the war wherever and in so far as such relief will be succor to the oppressed and will not aid the aggressor.

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<sup>5</sup> *Ibid.*, Aug. 24, 1940, p. 141.

## ARTICLE IX

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Wherefore the undersigned plenipotentiaries of the two Governments sign and seal this Agreement in the English and Spanish languages, in duplicate, at Washington this seventeenth day of March, 1942.

For the United States of America:  
SUMNER WELLES

For the Republic of Colombia:  
GABRIEL TURBAY



## MILITARY MISSION

*Agreement signed at Washington May 29, 1942*

*Entered into force May 29, 1942*

*Extended by agreements of February 26 and March 14, 1946;<sup>1</sup> July 18 and August 1, 1947;<sup>1</sup> and May 28 and July 23, 1948<sup>1</sup>*

*Superseded by agreement of February 21, 1949<sup>2</sup>*

56 Stat. 1483; Executive Agreement Series 250

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

In conformity with the request of the Government of the Republic of Colombia 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 Republic of Colombia 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 the Chief of Staff and with the personnel of the Colombian Army with a view to enhancing the efficiency of the Colombian Army and Air Corps in branches to be determined and wherever required by the Ministry of War of Colombia under the conditions as outlined in Article 7.

ARTICLE 2. (a) 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 Colombia 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.

(b) The military personnel now serving with the United States Military Mission<sup>3</sup> may continue in their function under the conditions of this Agree-

<sup>1</sup> Not printed.

<sup>2</sup> TIAS 1892, *post*, p. 986.

<sup>3</sup> See EAS 141, *ante*, p. 928.

ment, in which case their period of previous service in Colombia will be credited.

ARTICLE 3. If the Government of the Republic of Colombia should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, subject to a thirty-day written notice to the Government of the Republic of Colombia.

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 Colombia at any time when either country 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 as may be agreed upon by the Ministry of War of Colombia and by the War Department of the United States of America through its authorized representatives.

## 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 of Colombia and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of War of Colombia 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. The members of the Mission shall wear the uniform of the United States Army to which they shall be entitled, but shall have precedence over all Colombian 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 Colombian Army provide for Colombian officers and subordinate personnel of corresponding rank, such as the usual ones relative to honors, traveling expenses and medical attention.

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 Republic of Colombia such net annual compensation in United States currency, as may be agreed upon between the Government of the United States of America and the Government of the Republic of Colombia for each member through the Embassy of the United States of America in Bogotá and the Ministry of War of Colombia. 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 Colombia or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of War of Colombia 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 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 trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Colombia, and such payment shall be computed for travel by sea, air, or land, or any combination thereof to the actual port of entry of the United States of America.

ARTICLE 15. (a) Each member of the Mission and his family shall be furnished by the Government of the Republic of Colombia with first-class accommodations for travel required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Colombia for the outward voyage, and also between his official residence in Colombia and the port of entry in the United States of America for the return voyage. The Government of the Republic of Colombia 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 Colombia. All expenses incidental to the transportation of such household effects, baggage, and automobile from his official residence in Colombia to the port of entry in the United States of America shall also be paid by the Government of the

Republic of Colombia. 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 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 of Colombia, shall not be required under this Agreement, but shall be determined by negotiations between the United States War Department and the authorized representative of the Ministry of War of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

(b) Except as otherwise agreed upon, the Government of the Republic of Colombia shall not be obliged to cover the expenses of the return of any member of the Mission who has been recalled by the Government of the United States of America prior to the completion of two years' service. And in case such recalled member is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the United States of America.

(c) If upon the request of the Government of the Republic of Colombia any member of the Mission is recalled, all expenses connected with such return shall be incumbent upon the Government of the Republic of Colombia. And in case such officer is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the Republic of Colombia.

ARTICLE 16. The Government of the Republic of Colombia shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 17. Compensation for transportation and travelling expenses in the Republic of Colombia on official business of the Government of the Republic of Colombia shall be provided by the Government of the Republic of Colombia in accordance with the provisions of Article 10.

ARTICLE 18. The Government of the Republic of Colombia shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur shall on call be made available by the Government of the Republic of Colombia for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 19. The Government of the Republic of Colombia shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 20. If any member of the Mission, or any of his family, should die in Colombia, the Government of the Republic of Colombia 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 Colombia 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 Colombian 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 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 21. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Colombian Army except by mutual agreement between the Government of the United States of America and the Government of the Republic of Colombia.

ARTICLE 22. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 23. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 24. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 25. The leave specified in the preceding Article may be spent in Colombia, 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 26. The Government of the Republic of Colombia agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Colombia.

ARTICLE 27. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacement, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28. The Government of the Republic of Colombia shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of Colombia, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Colombia shall be paid by the Government of the Republic of Colombia. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of Colombia. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

ARTICLE 29. 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 Gabriel Turbay, Ambassador Extraordinary and Plenipotentiary of the Republic of Colombia at Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this twenty-ninth day of May, 1942.

CORDELL HULL	[SEAL]
GABRIEL TURBAY	[SEAL]

## COOPERATIVE MEASURES FOR HEMISPHERE DEFENSE

*Exchange of notes at Bogotá September 23 and 30, 1942*

*Entered into force September 30, 1942*

*Obsolete*

1942 For. Rel. (VI) 167

*The American Ambassador to the Minister of Foreign Relations*

No. 96

BOGOTÁ, September 23, 1942

### EXCELLENCY:

Under instructions of my Government, I have the honor to confirm to Your Excellency that for the purpose of attaining the maximum efficiency of cooperative measures between the Governments of Colombia and of the United States of America in matters of hemisphere defense, protection of Colombian, United States, and friendly shipping in the Caribbean Sea, and the security of the Panama Canal, the Caribbean Defense Command considers it necessary to be able to rely, in Cartagena, on emergency fueling services and repair facilities for airplanes and seaplanes of the Army and the Navy of the United States. With the same objectives and in order to obtain these facilities without loss of time for United States planes, my Government has had the honor to request that while the necessary installations are being completed, Your Excellency's Government permit that tenders for seaplanes of the United States Navy may enter Cartagena and remain in that port for such period of time as may be indispensable to effect the necessary refueling.

In accordance with the conversations which I have had the honor to have with Your Excellency, the Government of Colombia has granted permission to organize these emergency services with the assignment of the necessary personnel for the proper protection of the airplanes and pertinent installations. The cost of these services will be at the expense of the United States, the number and category of personnel to be determined in agreement between the two governments.

My Government will also defray the expense of repairing the ramp for seaplanes of the Base of Cartagena, if the Government of Colombia agrees that



it may be occasionally used, when it may be necessary to beach its airplanes to overhaul or repair them.

In order that movements in pursuit of enemy ships or airplanes may be more rapid and efficient, my Government also requests that the naval and aerial forces of the United States under the Commanding Officer of the Caribbean Defense Command be permitted to enter Colombian territorial waters and fly over Colombian territory without prior special authority, it being understood that the Caribbean Defense Command will immediately give notification of such action to the liaison officer of the Colombian Army stationed at the Headquarters of the Command.

If Your Excellency is favorably disposed, General Andrews, Commanding Officer of the Caribbean Defense Command, or his deputy, will be pleased to arrange with the military and naval authorities of Colombia the specific details, in order to carry out the arrangements mentioned above.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ARTHUR BLISS LANE

His Excellency

Señor Doctor DARÍO ECHANDÍA,

*Minister of Foreign Relations of Colombia.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

No. S-1025

BOGOTÁ, September 30, 1942

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's kind note No. 96 of the 23rd of the present month, in which, following the instructions of your Government, there were requested, in development of the conversations which had taken place for the purpose of giving a maximum efficiency to the joint measures of cooperation between our Governments for the defense of the hemisphere, the protection of the navigation of the shipping of Colombia, the United States, and friendly nations, and the security of the Panama Canal, certain facilities for the naval and aerial forces under the command of the Chief of the Caribbean Defense Command.

After carefully studying the measures which the Government of Your Excellency proposes, my Government finds that it can cooperate in developing them in accordance with the pacts of continental solidarity, and particularly the Resolution XV of La Habana,<sup>1</sup> approved by Law 20 of

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<sup>1</sup> Resolution approved July 30, 1940, at the Second Meeting of Foreign Ministers of the American Republics. For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 136.

1941 and Decree 2261 of the 22nd of December of the same year, by means of which Colombia recognized the non-belligerent character of the American countries at war. In consequence, I have the pleasure of communicating to Your Excellency that as a contribution to continental defense and as a demonstration of friendship and of cooperation, my Government gladly grants to that of the United States of America the facilities requested under the terms specified by Your Excellency.

It will be very agreeable to the Colombian military and naval authorities to enter into communication with General Andrews, Chief of the Caribbean Defense Command, for the purpose of working out the details relative to the realization of the points mentioned above.

I avail myself of this opportunity to repeat to Your Excellency the assurances of my highest and most distinguished consideration.

DARÍO ECHANDÍA

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Bogotá October 23, 1942*

*Entered into force October 23, 1942*

*Modified and extended by agreements of January 24 and February 12, 1944;<sup>1</sup> February 14 and 19, 1946;<sup>1</sup> July 8 and 29, 1948;<sup>2</sup> July 26 and 28, 1949;<sup>3</sup> September 15 and October 20, 1950, as supplemented;<sup>4</sup> April 5 and May 2 and 31, 1955;<sup>5</sup> April 25 and May 17, 1956;<sup>6</sup> and December 31, 1956, and March 15, 1957<sup>7</sup>*  
*Expired June 30, 1960*

57 Stat. 1310; Executive Agreement Series 369

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Bogotá, October 23, 1942*

No. 115

EXCELLENCY:

I have the honor to refer to the request of Your Excellency's Government, through the Colombian Ambassador in Washington, for assistance in the execution of a cooperative program of public health and sanitation in Colombia and to the conversations of September 24 had between me, the Coordinator of Inter-American Affairs, and the Minister of Trabajo, Higiene y Previsión Social, concerning such a program.

Reference is also made to the notes exchanged between the Government of Colombia and the Government of the United States on rubber development in Colombia, with particular reference to a program of health and sanitation in connection with rubber production in Colombia.

My Government, through the Office of the Coordinator of Inter-American Affairs, is prepared to send at once to Colombia, at the request of Your Excellency's Government, to cooperate with the corresponding officials of Your Excellency's Government and the Ministry of Trabajo, Higiene y

<sup>1</sup> TIAS 1623, *post*, pp. 963 and 969.

<sup>2</sup> TIAS 1958, *post*, p. 983.

<sup>3</sup> TIAS, 1998, *post*, p. 1001.

<sup>4</sup> 2 UST 548, 2513, 3 UST 375, 4289, 4922; TIAS 2203, 2368, 2400, 2576, 2665.

<sup>5</sup> 6 UST 5987; TIAS 3441.

<sup>6</sup> 7 UST 1835; TIAS 3592.

<sup>7</sup> 8 UST 1557; TIAS 3907.

Previsión Social, such experts as Your Excellency's Government desires in order to collaborate in developing a specific program for the improvement of health and sanitation conditions in Colombia. This program will be designed to improve health and sanitation conditions in Colombia in accordance with the memorandum prepared by the Minister of Trabajo, Higiene y Previsión Social and presented to me and to the Coordinator of Inter-American Affairs in Bogotá on September 24, 1942.

For the purposes of this program, the Government of the United States, through the agency of the Coordinator of Inter-American Affairs, will provide an amount not to exceed one million dollars (United States Currency) to be expended for the execution of the program. The expenditure of these funds may be applied not only to the health and sanitation program, but also, in the discretion of Your Excellency's Government, for such medical, scientific, and technical training as the Government of Colombia may wish undertaken by Colombian specialists.

It is understood that Your Excellency's Government will furnish such expert personnel, services, and funds for local expenditures as it may consider necessary for the efficient development of the program. The group of United States doctors and sanitary engineers which will be sent to Colombia by the Office of the Coordinator of Inter-American Affairs shall be under the direction of the Chief Medical Officer of that Office, who in turn will be under the supervision of the appropriate officials of the Colombian Government. It is understood that a special service of public health and sanitation will be established within the Ministry of Trabajo, Higiene y Previsión Social under the direction of the Chief Medical Officer of the Coordinator's Office, and that detailed arrangements for the establishment of such a special service will be carried out between Brigadier General George C. Dunham, Director of the Health and Sanitation Division of the Coordinator's Office, and the Minister of Trabajo, Higiene y Previsión Social.

The expenditure of United States funds for the purposes of this program will be handled through the Institute of Inter-American Affairs, of which the Coordinator of Inter-American Affairs is President and of which General George C. Dunham is Director of the Health and Sanitation Division. Detailed arrangements for the execution of each project will be discussed and agreed to between the Chief Medical Officer and the appropriate officer of Your Excellency's Government in the area of the proposed project.

It is understood that the Government of Colombia is particularly interested in including in the program projects aimed at continuing and extending measures and services which the public health and sanitation agencies of the Colombian Government have been carrying out with efficiency and success. The measures and services embodied in the health and sanitation program are included under the following headings:

1. The improvement of nutrition in a general program for the improve-

ment of the public health of Colombia, utilizing the services already established by the Ministerio de Trabajo, Higiene y Previsión Social;

2. Assistance in the control of malaria, with particular reference to the eradication of malaria in the ports of Barranquilla, Cartagena, Santa Marta, Buenaventura, Tumaco, and Bahía Solano;

3. Assistance in the control and eradication of Rickettsiasis;

4. Assistance in the control and eradication of Bartonellosis;

5. Assistance in the sanitation of ports, particularly the ports of Barranquilla, Cartagena, Santa Marta, Buenaventura, Tumaco, and Bahía Solano, and such other areas as may be agreed upon;

6. The establishment, in so far as practicable, of public health centers for the effective execution of this program;

7. The training of Colombian personnel in the fields of medicine, public health, sanitary engineering, nursing, and hospital administration.

It is agreed that all projects completed in accordance with the present agreement will be the property of the Government of Colombia.

With reference to the foregoing, I am instructed to state that this agreement can in no way commit my Government to make available supplies and equipment which may be deemed necessary to implement the agreement. While my Government sympathizes with the objectives which Your Excellency's Government aims at in the health and sanitation program, Your Excellency's Government recognizes, I am sure, that the allocation of essential or critical equipment and materials to the program must be held in abeyance due to the very real shortages of many essential materials and the necessity for preserving them for important and essential war undertakings.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ARTHUR BLISS LANE

His Excellency

Señor Doctor don DARÍO ECHANDÍA,

*Minister of Foreign Relations of Colombia.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF  
FOREIGN RELATIONS  
*Bogotá, October 23, 1942*

No. S-1110

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's kind note 115, of this same date, in which you were good enough to express the

manner in which the Government of the United States of America, through the Office of the Coordinator of Inter-American Affairs, is disposed to co-operate in the program of health and sanitation in Colombia explained in the memorandum submitted September 24 last to Your Excellency and to the Coordinator of Inter-American Affairs by the Ministry of Labor, Health, and Social Welfare.

It is a pleasure for me to inform you that my Government accepts in their entirety the bases set forth in the said communication and that, consequently, the Minister of Labor, Health, and Social Welfare is prepared to conclude all the arrangements necessary with Brigadier General George C. Dunham, Director of the Health and Sanitation Division of the Office of the Coordinator of Inter-American Affairs.

I beg Your Excellency to accept and transmit to your Government the gratitude of the Colombian Government for the important collaboration offered in the development of the program of health and sanitation in the country.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

DARÍO ECHANDÍA

His Excellency

ARTHUR BLISS LANE,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

## PROCUREMENT OF STRATEGIC MATERIALS

*Exchange of notes at Bogotá March 29, 1943*

*Entered into force March 29, 1943*

58 Stat. 1546; Executive Agreement Series 442

*The Acting Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF  
FOREIGN AFFAIRS

*Bogotá, March 29, 1943*

No. CM-336

MR. AMBASSADOR:

I have the honor to inform Your Excellency that the Government of Colombia, in its desire to increase its contribution to hemispheric defense and mindful of Resolution XV of Havana approved by Law number 20, 1941, of the Republic of Colombia, and the resolutions adopted by the Conference of Ministers at Rio de Janeiro on strategic materials, is disposed to facilitate the exploitation and production of such materials within its territories, as follows:

I. The Government of Colombia will make available to the Government of the United States of America, or to the respective official entities of that Government, all the basic or strategic materials necessary for the defense of the hemisphere found on public property. The exploitation and production of such items will be effected in accordance with the laws governing such matters.

II. The Government of Colombia will take the necessary steps to assure exclusive export to the United States of America of basic and strategic materials found on private property or produced by private individuals. Such exportation may be effected through the agencies of the Government of the United States or directly by interested parties. The foregoing does not imply any exclusive right of exploitation, production, purchase, sale, transportation, or commerce in such materials or products within the territory of the Republic to any person or entity whatsoever.

III. The Government of the United States will periodically inform the Colombian Government confidentially of such items considered as basic or strategic for the purpose of carrying out this agreement. The Government of



Colombia reserves the right to fix, in agreement with the Government of the United States and when it is considered desirable in view of the conditions of production and internal commerce, the minimum prices at which the agencies of the United States in Colombia will purchase specified articles from producers or owners. In such cases the two Governments will decide in common agreement the date from which such minimum prices shall enter into force. It is understood that until minimum prices are established for a specific product, in accordance with the understanding on this point, the agencies of the United States in Colombia shall be entitled to purchase this product at current market prices, without prejudicing the right of reimbursing the sellers for the differences in prices whenever it is desired that the date for the establishment of such minimum prices shall be retroactively fixed.

IV. The Government of Colombia reserves the right to retain such quantities of basic or strategic materials which in its judgement are essential to satisfy the minimum necessities of its internal consumption and will take appropriate steps to prevent the accumulation of such products on the part of the producers, owners, or intermediaries. The Government of the United States, in order to estimate the amounts available of certain products, may request of the Government of Colombia periodical statements of the quantity of such products that are essential for internal consumption for a specified period of time.

V. The Government of the United States of America or its agents may construct upon prior agreement of the Government of Colombia all the necessary works for the development of production and transportation of the articles referred to in this agreement. The Government of Colombia will place at the disposal of the Government of the United States or of its agents, land and materials which it owns that are necessary for the construction of such works, which shall remain under the exclusive direction of the Government of the United States. It is understood that as soon as the activities of exploration, exploitation and transportation are carried on by the Government of the United States or its agents, the permanent works executed in lands administered by the Government of Colombia shall revert to its exclusive ownership in accordance with the terms and conditions agreed upon in each specific case; and the equipment and movable installations belonging to the Government of the United States may be exported freely without restriction or tax. If on the termination of the works of exploration, exploitation or transportation, the Government of Colombia should be interested in acquiring such equipment or movable installations, the two Governments shall study the possibility of such acquisition and will agree on the conditions under which they shall be carried out. The appropriate governmental agencies of Colombia will agree with the respective agencies of the Government of the United States upon the plans for the execution of such works and the conditions under which they will be carried out and will take the necessary

administrative steps to assure their fulfilment; they shall also regulate in common agreement as to the official and private use of such works so as not to interfere with the fulfilment of the primary objectives for which they are intended. The obligations assumed in carrying out this point by an authorized agency of the Government of the United States or any administrative department of the Government of Colombia will be obligatory upon the respective Governments.

VI. The technical and administrative personnel employed by the Government of the United States of America or its agents in Colombia in carrying out this agreement either in its offices or in its agencies and exploitations shall be preferably of Colombian or United States nationality. To assure agreement between both parties in this respect, the Government of the United States of America will make known beforehand to the Government of Colombia the names and functions of the persons it wishes to employ indicating the place in which those functions will be exercised.

VII. The Government of the United States of America or its agents, in carrying out the activities referred to, in this agreement, will grant to the Colombian personnel which it employs the social securities and provisions which the Colombian law provides and will be responsible for the expenses of round-trip transportation of these workmen or groups of workmen who may be contracted in places other than those in which they are to work.

VIII. The Government of Colombia is agreeable to authorize the Government of the United States of America or its agents exemption from customs duties or other charges, national, departmental, or municipal for the necessary elements imported for the stimulation of production or exploitation of materials referred to in this agreement, as follows:

- a) Tools, machinery, and equipment used for the purpose of exploitation or production of such materials;
- b) Equipment and machinery to be used in the construction of the facilities which must be implemented in accordance with point V;
- c) Drugs and food products for the commissaries to be established in the areas of exploitation and production;
- d) Means of transportation, such as automobiles, trucks, and barges, etc., necessary for the furtherance of the activities to which this agreement refers;
- e) Small arms and ammunition for hunting and to be used for personal defense in remote regions in accordance with the laws regulating such materials and whenever this is the case, upon the prior authorization of the Ministry of War;
- f) Such other materials which are not available in Colombia and which may be necessary for the furtherance of the activities to which this agreement refers.

It is understood that drugs, foods and other products imported by official entities of the Government of the United States under this agreement and in-

tended for sale in production or collection centers through commissaries or other means shall be sold at a price not in excess of cost of such articles at the point of sale.

The exemptions provided for in Article VIII shall be requested by the Government of the United States or its agents from the Ministry of Hacienda through the Ministry of National Economy.

IX. The capital imported into the country by the Government of the United States of America or its agents for the furtherance of its activities to which the present agreement refers will be exempt from the obligations established by Law 45 of 1942 and from any other charges or restrictions of any nature whatsoever. The Government of the United States of America or its agents will make application to the Ministry of Hacienda and Public Credit through the Ministry of National Economy.

X. The Government of Colombia will exempt the Government of the United States of America and its agents and employees who are not citizens of Colombia from such taxes as rent, personal property, income, and any other encumbrances with reference to the activities which they will undertake in view of the present agreement. It is understood that this exemption does not include those specific duties or taxes now established or which in the future may be established with reference to the production, commerce or export of strategic materials or basic raw materials, covered by this agreement. The Government of the United States of America or its agents will convey to the Ministry of Hacienda and Public Credit the necessary information and data in order to effect such exemption.

XI. The Governments of Colombia and the United States of America, taking into account the necessities of continental defense and the conveniences of both countries, will determine in common agreement the date on which the present arrangement is to be terminated, provided that, if the agreement is still in force when the United States shall have ceased to be at war, either party may terminate the agreement upon giving notice six months in advance.

I take advantage of this opportunity to renew to Your Excellency assurances of my highest and most distinguished consideration.

*The Acting Minister of Foreign Affairs*

A. GONZÁLEZ FERNÁNDEZ

His Excellency

ARTHUR BLISS LANE

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America.  
City.*

*The American Ambassador to the Acting Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 189

*Bogotá, March 29, 1943*

YOUR EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note no. CM-336 of March 29, 1943, reading in translation as follows:

[For text, see Colombian note, above.]

I have the honor to inform Your Excellency that my Government confirms the aforementioned agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ARTHUR BLISS LANE

His Excellency

Señor don ALBERTO GONZÁLEZ FERNÁNDEZ,  
*Acting Minister of Foreign Affairs,*  
*Bogotá.*

## MILITARY SERVICE

*Exchange of notes at Washington January 27, 1944; related note of  
February 12, 1944*

*Entered into force January 27, 1944*

*Terminated March 31, 1947*<sup>1</sup>

58 Stat. 1296; Executive Agreement Series 407

*The Secretary of State to the Colombian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*January 27, 1944*

### EXCELLENCY:

I have the honor to refer to conversations which have taken place between officers of the Colombian Embassy and of the Department of State with respect to the application of the United States Selective Training and Service Act of 1940, as amended,<sup>2</sup> to Colombian 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 through administrative action, thus obviating the delays incident to the signing and ratification of conventions.

<sup>1</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

<sup>2</sup> 54 Stat. 885; 50 U.S.C. app.

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.

The Government is prepared to make the proposed regime effective immediately with respect to Colombia 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 Secretary of State:

G. HOWLAND SHAW

His Excellency

Señor Dr. DON GABRIEL TURBAY,  
*Ambassador of Colombia.*

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*The Colombian Ambassador to the Secretary of State*

[TRANSLATION]

EMBASSY OF COLOMBIA

WASHINGTON

January 27, 1944

No. 277

MR. SECRETARY:

I have the honor to inform Your Excellency that I have received instructions from my Government to accept the arrangement of an administrative character proposed by Your Excellency in note 27 of the current month, with regard to the application to Colombian citizens of the United States Selective Training and Service Act of 1940.

The Colombian Government accepts, on terms of reciprocity, the option proposed in favor of Colombian citizens registered under the aforementioned act or who at present may be serving under the United States flag, of requesting their incorporation into or transfer to the Army of Colombia, as well as the guarantees stipulated in paragraphs (a), (b) and (c) of the note referred to.

The Government of Colombia is prepared to put the proposed arrangement into force immediately and to study the details of its application with the appropriate authorities of the Government of the United States.

On this occasion I repeat to Your Excellency the assurances of my highest consideration.

GABRIEL TURBAY

His Excellency

CORDELL HULL,

*Secretary of State,  
Washington, D.C.*



*The Secretary of State to the Colombian Ambassador*

DEPARTMENT OF STATE

WASHINGTON

February 12, 1944

## EXCELLENCY:

I have the honor to acknowledge the receipt of your note no. 277 of January 27, 1944, in which you state that your Government has indicated its readiness to enter into the agreement, as proposed in the Department's note of January 27, 1944, relating to military service of nationals of one country in the Armed Forces of the other country. You state that your Government agrees to the undertakings listed in paragraphs (a), (b) and (c) of the Department's note under reference.

I take pleasure in informing you that this Government considers this agreement to have become effective on January 27, 1944. The appropriate authorities of the Government have been informed accordingly. It is suggested that details incident to carrying out the agreement be discussed directly by officers of the Embassy with the appropriate officers in the Selective Service System and the War Department. Lieutenant Colonel S. G. Parker of the Selective Service System will be available to discuss questions relating to the exercise of the option prior to induction. The Inter-Allied Personnel Board of the War Department, which is headed by Major General Guy V. Henry, is the agency with which questions relating to the discharge of nondeclarant nationals of Colombia, who may have been serving in the Army of the United States on the effective date of the agreement, and who desire to transfer to the Colombian forces, may be discussed.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

G. HOWLAND SHAW

His Excellency

Señor Dr. Don GABRIEL TURBAY,  
*Ambassador of Colombia.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Bogotá January 24 and February 12, 1944, modifying and extending agreement of October 23, 1942*

*Entered into force February 12, 1944*

*Program expired June 30, 1960*

61 Stat. 2892; Treaties and Other  
International Acts Series 1623

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Bogotá, January 24, 1944*

No. 285

### EXCELLENCY:

I have the honor to refer to my Note no. 115 of October 23, 1942<sup>1</sup> and to Communication no. 1110 of October 23, 1942<sup>1</sup> from the Ministry of Foreign Affairs with regard to the establishment of a cooperative program of public health and sanitation in Colombia. It will be recalled that my government agreed to send experts to Colombia to cooperate with officials of the Colombian Government, and particularly the Ministry of Trabajo, Higiene y Prevision Social, in a specific program for the improvement of health and sanitation conditions in Colombia in accordance with a detailed agreement to be worked out between the Ministry of Trabajo, Higiene y Prevision Social and the Coordinator of Inter-American Affairs. It was agreed at that time that the Government of the United States, through the agency of the Coordinator of Inter-American Affairs would provide not to exceed one million dollars for the execution of this program and it was subsequently agreed, in the exchange of communications between the Ministry of Trabajo, Higiene y Prevision Social and the representative of the Institute of Inter-American Affairs, that the Colombian Government would make available the sum of one million pesos as its financial contribution to the joint enterprise, and in addition would furnish such expert personnel and services as it might consider necessary for the efficient development of the program.

Following the exchange of communications between Your Excellency's Ministry and this Embassy details with regard to the execution of the pro-

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<sup>1</sup> EAS 369, *ante*, p. 950.

gram were worked out between the Minister of Trabajo, Higiene y Prevision Social and General George C. Dunham, representing the Coordinator of Inter-American Affairs. This led to the establishment within the Ministry of Trabajo, Higiene y Prevision Social of the Servicio Cooperativo Interamericano de Salud Publica which has been administering the details of the program.

I have now been informed by the Department of State at Washington that additional funds amounting to \$600,000 have been made available by the Institute of Inter-American Affairs for the continuation of the joint program in Colombia, to be expended over a period to be mutually agreed upon between the appropriate officials of the Colombian Government and the Vice President of the Institute of Inter-American Affairs, General Dunham, who is now in Bogotá. It is proposed that for the continuation of this program the Government of Colombia likewise contribute the sum of \$600,000 U.S. currency, and that further additional details with regard to the continuance and scope of the program be worked out by mutual agreement between the Minister of Trabajo, Higiene y Prevision Social and General Dunham.

I am hopeful that the proposed arrangement as outlined above is agreeable to Your Excellency's government and I would appreciate receiving an expression of Your Excellency's opinion as soon as may be possible in order that the technical details of the program may be worked out during General Dunham's stay in Bogotá.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ARTHUR BLISS LANE

His Excellency

Señor Doctor don CARLOS LOZANO Y LOZANO,  
*Minister of Foreign Relations of Colombia.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF  
FOREIGN RELATIONS

*Bogotá, February 12, 1944*

No. S-134

MR. AMBASSADOR:

I have the honor to refer again to Your Excellency's Note No. 285, of January 24 last, relating to the matter of the increase in the appropriations of the Inter-American Cooperative Public Health Service.

The Ministry of Labor, Hygiene and Social Welfare, upon being consulted, states that, according to the conversations held with General George C.

Dunham, an expansion of the program which the aforesaid organization is now carrying on in Colombia has been agreed upon, on the basis of a contribution of six hundred thousand dollars (\$600,000.00 U.S. currency) for an equal sum on the part of the Colombian Government.<sup>2</sup>

The details concerning the manner in which these sums will be contributed, as well as certain other details, have been contemplated in the said agreement.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

For the Minister  
the Secretary General  
ALFREDO CABALLERO ESCOVAR

His Excellency

ARTHUR BLISS LANE,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City*

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<sup>2</sup> For an exchange of letters dated Jan. 27 and 29, 1944, between the Executive Vice President of the Institute of Inter-American Affairs and the Colombian Minister of Labor, Hygiene, and Social Welfare, see 61 Stat. 2894 or p. 18 of TIAS 1623.

## COMMERCIAL RELATIONS

*Exchange of notes at Bogotá April 17, 1945*

*Entered into force April 17, 1945*

*Terminated December 1, 1949*<sup>1</sup>

59 Stat. 1815; Executive Agreement Series 496

*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF  
FOREIGN AFFAIRS  
*Bogotá, April 17, 1945*

CM. 415

MR. AMBASSADOR:

With reference to the contractual formula for preferential tariffs between contiguous or neighboring countries, contemplated in Resolution Number LXXX of the Seventh Inter-American Conference, approved December 24, 1933,<sup>2</sup> as well as in the Recommendation adopted by the Inter-American Financial and Economic Advisory Committee September 18, 1941, I have the honor to make the following statement to Your Excellency:

In Article 5 of the Treaty of Commerce between Colombia and Ecuador of July 6, 1942— which with its Additional Convention of October 14, 1943 was approved by the National Congress according to Law 103 of 1944—, the entry into Colombia is permitted, free of import duties, of certain products originating in and coming from Ecuador, as itemized in a list.

However, since Article VII of the Trade Agreement between Colombia and the United States, signed September 13, 1935, provides that each of the two countries shall grant the other unconditional and unrestricted most-favored-nation treatment in all customs matters, I very respectfully request Your Excellency to inform me whether the Government of the United States would agree not to resort to this provision for the purpose of claiming the benefit of the exclusive customs tariff preferences granted by Colombia to Ecuador.

<sup>1</sup> Upon termination of agreement of Sept. 13, 1935 (EAS 89, *ante*, p. 913).

<sup>2</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.

In formulating this inquiry, I avail myself of the opportunity to reiterate to the Government of the United States, through the high intermediary of Your Excellency, the assurance that my Government is completely in accord with the principle of unconditional most-favored-nation treatment for the multilateral development of international trade, and that it has very clearly in mind that the exception now proposed to said principle is limited to what is set forth in the aforementioned Resolution LXXX of Montevideo, as well as to the three following requirements of the Recommendation of the Inter-American Financial and Economic Advisory Committee:

“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.”

I beg Your Excellency to accept the assurance of my highest and most distinguished consideration.

ALBERTO LLERAS

His Excellency JOHN C. WILEY,  
*Ambassador Extraordinary and  
Minister 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

*Bogotá, April 17, 1945*

No. 27

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note no. CM-415 of April 17, 1945, in which you mention the contractual formula for tariff preferences to contiguous countries contemplated in Resolution LXXX of the Seventh Inter-American Conference, which was approved on December 24, 1933, and in the recommendation adopted by the Inter-American Financial and Economic Advisory Committee on September 18, 1941. In this connection you refer to the exclusive tariff preferences to Ecuador provided for in Article V of the Treaty of Commerce between

Colombia and that country signed on July 6, 1942 and amended on October 14, 1943.

You inquire whether the Government of the United States of America will agree, on the basis of this formula, to refrain from claiming, under the provisions of Article VII of the trade agreement between our two countries signed on September 13, 1935, the benefit of the tariff preferences to Ecuador specifically provided for in the above-mentioned treaty.

I have the honor to state that my Government, while recognizing its adherence to the formula recommended by the Inter-American Financial and Economic Advisory Committee, desires to call attention to the fact that, mindful of the fourth and fifth principles of the Atlantic Charter, it attaches great importance to the final requirement quoted in Your Excellency's note which states that regional 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.

With these considerations in view, the Government of the United States agrees not to invoke the pertinent provisions of the trade agreement between our two countries for the purpose of claiming the benefit of the tariff preferences to Ecuador provided in Article V of the Treaty of Commerce between Colombia and Ecuador.

Accept, Excellency, the renewed assurances of my highest consideration.

JOHN C. WILEY

His Excellency

ALBERTO LLERAS CAMARGO,

*Minister of Foreign Affairs of Colombia.*



## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Bogotá February 14 and 19, 1946, modifying and extending agreement of October 23, 1942*

*Entered into force February 19, 1946*

*Program expired June 30, 1960*

61 Stat. 2880; Treaties and Other  
International Acts Series 1623

*The American Ambassador to the Minister of Foreign Relations*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Bogotá, February 14, 1946*

No. 137

### EXCELLENCY:

I have the honor to refer to Note No. 115 of October 23, 1942<sup>1</sup> of the Ambassador of the United States in Colombia, to communication No. S-1110 of October 23, 1942<sup>1</sup> from the Minister of Foreign Affairs, to Note No. 285 of January 24, 1944<sup>2</sup> of the Ambassador of the United States and to communication No. S-134 of February 12, 1944<sup>2</sup> from the Ministry of Foreign Affairs, which relate to the establishment and continuance of a cooperative program of public health and sanitation in Colombia, the specific operational details of which were established in agreements entered into between The Institute of Inter-American Affairs and the Ministry of Labor, Health and Social Welfare in October of 1942<sup>3</sup> and January of 1944.<sup>2</sup> The program was undertaken by both governments pursuant to 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>4</sup>

It will be recalled that as agreed in the mentioned communications, my Government continuously since 1942 has furnished the services of experts in the field of health and sanitation to cooperate with officials of the Colombian Government and particularly the Ministry of Labor, Health and Social Welfare in a specific cooperative program for the improvement of health and sanitation in Colombia, and that the Servicio Cooperativo Interamericano de Salud Pública was established within the said Ministry as the instrumentality for the execution of that program.

<sup>1</sup> EAS, 369, *ante*, p. 950.

<sup>2</sup> 61 Stat. 2894; TIAS 1623.

<sup>3</sup> Not printed.

<sup>4</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 137.

Under the agreement of 1942 my Government has furnished the sum of one million dollars (US\$1,000,000.) and Your Excellency's Government has contributed the sum of one million pesos (Col. \$1,000,000.) for the execution of the cooperative program and under the agreement of 1944 my Government has furnished the additional sum of six hundred thousand dollars (US\$600,000.) and Your Excellency's Government has contributed an equivalent amount in Colombian pesos or one million fifty thousand pesos (Col.\$1,050,000.) for the same purpose. These sums, which are in addition to the services and expenses of the group of experts, have been paid to and expended by the Servicio Cooperativo in the execution of the cooperative program and will be virtually exhausted at the expiration of the present agreement on June 3, 1946.

The program has consisted of specific projects agreed upon between the Minister of Labor, Health and Social Welfare and the chief of the group of experts, as representative of the Institute of Inter-American Affairs. While many projects have been completed, others of importance are still in process of execution, and the opportunity exists for the initiation of beneficial new projects.

My Government's participation in the program has been carried out through The Institute of Inter-American Affairs, which, as Your Excellency knows, is a corporate agency of my Government and is wholly owned, controlled and financed by it.

Your Excellency's Government has indicated in informal conversations with me and with the representative of the Institute of Inter-American Affairs its desire that the cooperative program of health and sanitation be further extended after June 30, 1946, and its willingness to make additional funds available for the purpose.

I have the honor to state that my Government pursuant to the expressed desire of Your Excellency's Government, is also willing to extend the cooperative program of health and sanitation in Colombia for an additional period, and is prepared to make available through The Institute of Inter-American Affairs, additional funds and to continue to furnish the services of experts, for the purpose of cooperating with Your Excellency's Government in prolonging that program. Such funds would be added to the funds remaining from the contributions made under the previous agreements and to the new funds offered by Your Excellency's Government. It is proposed that 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 be worked out by mutual agreement between the Ministry of Labor, Health and Social Welfare and Colonel Harold B. Gotaas, President of The Institute of Inter-American Affairs, and be incorporated in a written agree-

ment between the Ministry and the Institute.<sup>5</sup> It is not contemplated that any substantial change in the *modus operandi* established under the existing agreement will be required.

Colonel Gotaas has now arrived in Bogotá to represent the Institute in connection with any extension of the program.

I am hopeful that the proposal is agreeable to Your Excellency's Government and I would appreciate receiving an expression of Your Excellency's opinion as soon as may be possible in order that the details of the extension may be worked out during Colonel Gotaas' stay in Bogotá.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

JOHN C. WILEY

His Excellency

Señor Doctor don FERNANDO LONDOÑO Y LONDOÑO,  
*Minister of Foreign Relations,*  
*Bogotá.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF  
FOREIGN RELATIONS  
*Bogotá, February 19, 1946*

No. D. - 343

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note of February 14 of the current year, number 137, with reference to the continuation of the cooperative program of hygiene and health in Colombia the details of which are being planned by the Ministry of Labor, Hygiene and Social Welfare and the Institute of Inter-American Affairs in Washington. The text of Your Excellency's note was communicated to the aforementioned Ministry of Labor.

On the other hand, the Institute of Inter-American Affairs in a note of the 19th of the current month, has addressed the Ministry of Labor, indicating some changes which it considers necessary for the extension of the above agreement and for the mutual convenience of the Parties.

I am pleased to inform Your Excellency in the first place that the Government of Colombia views with real satisfaction the fact that the collaboration between this Government and the Institute of Inter-American Affairs, as a branch of the Government of the United States, may continue and carry

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<sup>5</sup> For an exchange of letters dated Feb. 19 and 20, 1946, between the President of the Institute of Inter-American Affairs and the Colombian Minister of Labor, Hygiene and Social Welfare, see 61 Stat. 2883 or p. 5 of TIAS 1623.

out the extension of the programs, subject naturally to the changes which are agreed upon in conformity with the necessities of this new epoch.

As to the time of extension, the amounts which have to be contributed by both Governments and other particulars, all that may be a matter for study between Colonel Gotaas, as the representative of the Institute, and the Ministry of Labor, Hygiene and Social Welfare.

This Chancellery authorizes fully the carrying out of this agreement between the two entities referred to.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

FERNANDO LONDONO L

His Excellency

JOHN C. WILEY,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
City.*

## NAVAL MISSION

*Agreement signed at Washington October 14, 1946*

*Entered into force October 14, 1946*

*Extended by agreement of October 6 and November 4, 1954<sup>1</sup>*

*Supplemented by agreement of July 13 and September 16, 1955<sup>2</sup>*

*Amended by agreement of February 18 and March 31, 1959<sup>3</sup>*

61 Stat. 2413; Treaties and Other  
International Acts Series 1563

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

In conformity with the request made by the Ambassador of the Republic of Colombia in Washington to the Secretary of State, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of May 19, 1926, entitled "An Act To authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the governments of the Latin-American Republics in military and naval matters,"<sup>4</sup> as amended by the Act of May 14, 1935,<sup>5</sup> to include the Philippine Islands, has authorized the appointment of officers and enlisted men to constitute a Naval Mission to the Republic of Colombia under the conditions specified below:

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Naval Mission is to cooperate in an *advisory capacity* with the Director General and the officers of the Colombian Navy, wherever desired in the Republic of Colombia by the Ministry of War, with a view to enhancing the efficiency of the Colombian 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

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<sup>1</sup> 5 UST 2904; TIAS 3146.

<sup>2</sup> 6 UST 3904; TIAS 3393.

<sup>3</sup> 10 UST 745; TIAS 4210.

<sup>4</sup> 44 Stat. 565.

<sup>5</sup> 49 Stat. 218.

of the Government of the United States of America and the Government of the Republic of Colombia unless sooner terminated or extended as herein-after provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years' service, in which case another member will be furnished in replacement, after mutual agreement between the two Governments.

ARTICLE 3. If the Government of the Republic of Colombia should desire that the services of the Mission be extended in whole or in part beyond the period stipulated, it shall make a written proposal to that effect six months before the expiration of this agreement.

ARTICLE 4. The present agreement may be terminated prior to the expiration of the period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

- a) By 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;
- c) In case of war between the Republic of Colombia and any other nation, or in the case of civil war in the Republic of Colombia;
- d) In case of war between the United States of America and any other country.

## TITLE II

### *Composition and Personnel*

ARTICLE 5. This Mission will consist of a Chief of Mission of the rank of Captain or Commander on active service in the United States Navy and such other United States naval personnel as may subsequently be requested by the Ministry of War of Colombia through its authorized representative in Washington and agreed upon by the United States Navy Department.

## TITLE III

### *Duties, Rank, and Precedence*

ARTICLE 6. The duties of the Mission shall consist of such professional services, advice, and direction as may be agreed upon between the Minister of War of the Republic of Colombia and the Chief of the Naval Mission.

ARTICLE 7. The performance of duty of all Mission personnel shall be under the direction of the Chief of Mission who will be responsible to the Minister of War and the Director General of the Navy.

ARTICLE 8. Each member of the Mission shall retain the rank he holds in the United States Navy and shall wear the uniform of his rank in the United States Navy.

ARTICLE 9. Each member of the Mission shall be entitled to all the benefits and prerogatives which the Colombian Navy regulations provide for Colombian Naval officers and enlisted men of corresponding rank.

ARTICLE 10. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 11. Each member of the Mission shall receive from the Government of the Republic of Colombia the net annual compensation computed in currency of the United States of America that may be agreed upon between the United States of America and the Republic of Colombia. Personnel of the Mission shall be classified in four categories, to wit:

- (a) Chief of Mission
- (b) Assistant Chief of Mission
- (c) Other Commissioned Officers
- (d) Chief Warrant, Warrant and Petty Officers.

This compensation shall be paid in twelve equal monthly payments, each due and to be paid on the last day of the month. These payments, when effected within the Republic of Colombia, may be made in Colombian currency computed at the current official rate of exchange for dollars. Payments which are effected outside the Republic of Colombia shall be made in currency of the United States of America. The said compensation shall not be subject to any Colombian tax, or to a tax by any political subdivision of the Republic of Colombia, that is now or shall hereafter be imposed. Should there however, at present or while this agreement is in effect, be any taxes that might affect the said compensation, such taxes shall be paid by the Ministry of War of Colombia in order to comply with the foregoing provisions that the stipulated compensation shall be net.

ARTICLE 12. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in the present agreement, shall continue, following the termination of duty with the Mission, for the return voyage to a customary port of entry into the United States of America, and thereafter for the period of any accumulated leave which may be due.

ARTICLE 13. The Compensation due for the period of the return voyage and accumulated leave shall be paid to a detached member of the Mission prior to his departure from the Republic of Colombia, and such payment shall be computed for travel via the shortest usually traveled route regardless of the route and method of travel used by the said detached member.



ARTICLE 14. Each member of the Mission and his family shall be furnished by the Government of the Republic of Colombia 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 Colombia, both for the outward and the return voyage. All expenses of shipment and transportation 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 Colombia shall be paid in the same manner by the Government of the Republic of Colombia. 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, and of the extra compensation prescribed in Article 15, below, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War of the Republic of Colombia, 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 of the Republic of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 15. An additional allowance of one month's compensation, but of not less than two hundred United States dollars (\$200.00), shall be provided by the Government of the Republic of Colombia to each member of the Mission to cover extra expenses involved in change of residence from the United States of America to the Republic of Colombia. An equal additional allowance shall be paid to each member for expenses incident to change of residence from the Republic of Colombia to the United States of America upon completion of duty with the Mission.

ARTICLE 16. The Government of the Republic of Colombia shall grant, upon request of the Chief of the Mission, free entry for articles for the personal use of the members of the Mission and their families and exemption from tax on motor fuel used in official Mission cars.

ARTICLE 17. If the services of any member of the Mission should be terminated prior to the completion of two years' service by action of the Government of the United States of America, except in accordance with the provisions of Article 4(c), the provisions of Articles 14 and 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 4(c), he shall receive from the Government of the Republic of Colombia all the compensations, emoluments, and perquisites which would be due if he had completed two years'

service, but the annual salary shall terminate as provided by Article 12. 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 Republic of Colombia nor shall the additional allowance provided in Article 15 be paid to him.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Colombia, on Colombian official business, shall be provided by the Government of the Republic of Colombia in accordance with Article 9, except for travel performed incident to the provisions of Article 14, which shall be compensated as provided in that Article.

ARTICLE 19. If any member of the Mission, or any of his family, should die in the Republic of Colombia, the Government of the Republic of Colombia 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 Colombia shall not exceed the cost of transporting the remains from the place of decease to the port of entry in the United States of America. 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, and compensations as specified in Title IV of this agreement shall be paid to the widow of the deceased or to any other person who may have been designated in writing by the deceased while serving under the terms of this agreement; provided that such widow or other person shall not be compensated for the accrued leave of the deceased; and provided further that all compensations due under the provisions of this Article shall be paid within fifteen (15) days of the decease of the said member.

## TITLE V

### *Administrative Provisions*

ARTICLE 20. The offices of the Mission shall be located at such place or places as the Minister of War and/or the Director General of the Navy may direct. Adequate office furniture, equipment, supplies, and official stationery shall be provided by the Government of the Republic of Colombia.

ARTICLE 21. The Government of the United States of America shall provide the Mission with requisite motor transportation and maintenance thereof, for local use. The Government of the Republic of Colombia shall provide the services of two chauffeurs, one for the Chief of Mission and one for utility service of the Mission as a whole.

## TITLE VI

### *Requisites and Conditions*

ARTICLE 22. So long as this agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the

services of any personnel of any other foreign government, except teachers, for military duties connected with the Colombian Navy, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Colombia.

ARTICLE 23. Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in any way. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancellation of this agreement or any extension thereof.

ARTICLE 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, 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 the Republic of Colombia agrees to grant the leave specified in Article 25 upon receipt of written application, approved by the Chief of the Mission.

ARTICLE 28. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed by the Government of the Republic of Colombia in such hospital as the Chief of the Mission deems suitable after consultation with the Colombian authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of Colombia shall be paid by the Government of the Republic of Colombia.

ARTICLE 29. Any member unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this agreement in duplicate, in the English and Spanish languages, at Washington, this 14th day of October 1946.

For the United States of America:  
DEAN ACHESON

For the Republic of Colombia:  
C. S. DE SANTAMARIA

## CIVIL AVIATION MISSION

*Exchange of notes at Bogotá October 23 and December 3 and 22, 1947*

*Entered into force December 22, 1947*

*Superseded by agreement of January 17 and March 27, 1956<sup>1</sup>*

62 Stat. 1884; Treaties and Other  
International Acts Series 1738

*The American Ambassador to the Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Bogotá, October 23, 1947*

No. 23

### EXCELLENCY:

I have the honor to refer to certain informal conversations between Dr. Mauricio Obregon, Director General Aeronautica Civil, and the Civil Air Attaché of this Embassy concerning the availability of a United States technical civil aviation mission to Colombia.

In this connection, I venture to set forth below for Your Excellency's information, the text of the conditions under which such a mission could be made available to the Colombian Government, should it so desire:

"Subject to the availability of suitable technicians and appropriated funds for the purpose and in accordance with the following conditions, the Government of the United States of America agrees to make available to the Government of Colombia the services of technicians in the field of civil aviation as requested by the Government of Colombia:

"1. The duration of the assignment of each technician shall be determined in accordance with the requirements in connection with the duties contemplated, except that, when legally and administratively possible, the assignments may be of indefinite duration subject to joint periodic review.

"2. The Government of the United States of America agrees to give the fullest consideration to any request of the Government of Colombia for an increase or decrease in the number of technicians originally furnished, or for the assignment of technicians in different fields of civil aviation.

"3. The Government of the United States of America shall designate a Chief of Mission authorized to represent the Mission before the Government

<sup>1</sup> 7 UST 715; TIAS 3550.

of Colombia. Mission members shall be selected by the Chief of Mission in collaboration with and subject to the approval of the Governments of Colombia and the United States of America and such members shall be responsible to the Chief of Mission. All members shall serve as advisors to the Government of Colombia in their respective fields but may volunteer opinions on related civil aviation matters when deemed advisable.

"4. Mission members, during the period the Mission is in operation and thereafter, undertake not to divulge or reveal in any form to any third Government or person confidential or secret matters of which they may become cognizant in the exercise of their duties.

"5. Compensation of Mission members shall not be subject to any tax now or hereafter in effect of the Government of Colombia or 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 paid by the Government of Colombia in order to comply with the provisions of this paragraph.

"6. The Government of the United States of America shall pay the salary, allowances, travel expenses to and from Colombia, and any additional compensation of the technicians, subject to partial reimbursement by the Government of Colombia.

"7. The Government of Colombia shall reimburse the Government of the United States of America toward the expenses incurred in connection with the assignment of each technician at the completion of each six-month period of each assignment. However, for accounting and procedural reasons, it will not be necessary for the Government of Colombia to make any payments to the Government of the United States of America until such time as the Government of Colombia shall have received a statement of its obligations in this connection.

"8. The Government of Colombia shall provide for entry free of customs duties for supplies, materials and effects for the professional and personal use of the technicians.

"9. The Government of Colombia shall provide the technicians with means of transportation within Colombia, outside of the headquarters location, incurred in the conduct of their duties and pay the cost thereof, as well as the cost of acquisition of materials, equipment and facilities necessary to the conduct of the Mission.

"10. The Government of Colombia shall provide the technicians with suitably-equipped offices and adequate bilingual stenographic personnel and other employees, and bear the cost thereof.

"11. The Government of Colombia shall grant to authorized members of the Mission, approval to make flights in Colombia in aircraft of United States or Colombian registry as deemed necessary in the performance of their duties.

"12. The Government of Colombia shall permit the transportation of the body of any technician detailed under these conditions who may die in Colombia, to a place of burial in the United States of America selected by the surviving members of the family or their legal representatives.

"13. The Government of Colombia shall assume civil liability on account of damages to or loss of property or on account of personal injury or death caused by any member of the Mission while acting within the scope of his duties.

"14. The above conditions may be modified in whole or in part by an exchange of notes between the Government of the United States of America and the Government of Colombia."

I avail myself of this opportunity to extend to Your Excellency renewed assurances of my highest consideration and esteem.

WILLARD L. BEAULAC

His Excellency

DOMINGO ESGUERRA

*Minister of Foreign Affairs*

*Bogotá*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF

FOREIGN RELATIONS

*Bogotá, December 3, 1947*

No. D-3548

MR. AMBASSADOR:

I have the honor to refer to note No. 23, of October 23 last, by means of which Your Excellency informed this Office of the conditions subject to which Your Excellency's Government would be disposed to make available to the Government of Colombia the services of a technical civil aviation mission.

I take pleasure in informing Your Excellency that my Government accepts the conditions which were submitted to it by Your Excellency, with the single reservation that for the application of the exemptions from customs duties provided for in Paragraph 8 of Your Excellency's note, it will be necessary, in each case, for the Chief of the mission to present the corresponding application, specifying therein the articles which are to be imported. Thereby the Members of the Civil Aviation Mission would be subject, with respect to the importation of articles for their personal or professional use, to regulations similar to those established for the members of the United States Military Mission which is now serving in Colombia.

I shall be grateful to Your Excellency if you will be so good as to inform me of your acceptance of the terms of the present note. I avail myself of this

occasion to renew to you the assurances of my highest and most distinguished consideration.

For the Minister, the Secretary General,  
E. GUZMÁN ESPONDA

His Excellency

WILLARD L. BEAULAC

*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  
December 22, 1947

No. 58

EXCELLENCY:

With reference to Your Excellency's note No. D-3548 of December 3, 1947, concerning conditions covering the proposed United States technical civil aviation mission to Colombia, I have the honor to inform Your Excellency that my Government accepts the reservation in connection with the exemption of customs duties, noted in paragraph 8 of the conditions, that in each case the Chief of Mission will present a request specifying therein the articles to be imported.

My Government is prepared to select the civil aviation technicians whom Your Excellency's Government may desire. Consequently, it would be appreciated if Your Excellency would furnish the Embassy with information concerning the number of technicians desired by the Government of Colombia; the subjects in which they should be specialists; the approximate date it is desired that they should arrive; the estimated duration of their tour of duty in Colombia; and any other data which Your Excellency's Government believes would be helpful in making the selection of the exact types of technicians desired.

I avail myself of this opportunity to extend to Your Excellency renewed assurances of my highest consideration and esteem.

WILLARD L. BEAULAC

His Excellency

DOMINGO ESGUERRA,

*Minister of Foreign Affairs,  
Bogotá.*



## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Bogotá July 8 and 29, 1948, modifying and extending agreement of October 23, 1942*<sup>1</sup>

*Entered into force July 31, 1948; operative from June 30, 1948  
Program expired June 30, 1960*

62 Stat. 3880; Treaties and Other  
International Acts Series 1958

*The American Ambassador to the Minister of Foreign Affairs*

No. 151

BOGOTÁ, July 8, 1948

### EXCELLENCY:

I have the honor to refer to the notes exchanged by the Ambassador of the United States to Colombia and His Excellency the Minister of Foreign Affairs of Colombia, dated February 14 and 19, 1946,<sup>2</sup> respectively, and to the Basic Agreement subsequently entered into during the same month between the Government of Colombia and The Institute of Inter-American Affairs, which notes and agreement provided for the continuation of the existing cooperative health and sanitation program in Colombia. I also refer to Your Excellency's note of July 7, 1948, suggesting the consideration by our respective Governments of a further extension of that Agreement.

As Your Excellency knows, the mentioned 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 Colombia 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 \$60,000.00 United States currency to the Servicio Cooperativo Inter-Americano de Salud Publica, for use in carrying out project activities of the program, on condition that your Government would contribute to the Servicio for the same purpose the sum

<sup>1</sup> EAS 369, *ante*, p. 950.

<sup>2</sup> TIAS 1623, *ante*, p. 969.

of 1,000,000 pesos. 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 Colombia. The amounts referred to would be in addition to the sums already required under the present Basic Agreement to be contributed and made available by the parties in furtherance of the program.

If Your Excellency agrees that the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's opinion and agreement thereto as soon as may be possible in order that the technical details of the extension may be worked out by officials of the Ministry of Health and Sanitation 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 Hygiene of Colombia 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.

WILLARD L. BEAULAC

His Excellency

DOCTOR EDUARDO ZULETA ANGEL,  
*Minister of Foreign Relations,  
Colombia.*

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*The Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF  
FOREIGN RELATIONS

OI-570

BOGOTÁ, July 29, 1948

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 151 of July 8, 1948, which outlines the conditions under which the Government of the United States of America is prepared to accept an extension of the Basic Agreement between the Government of Colombia and the Institute of Inter-American Affairs providing for the continuation of the cooperative health and sanitation program of Colombia.

I take pleasure in informing Your Excellency that my Government agrees to the extension contemplated of that Agreement on the basis set forth in

Your Excellency's note, and that the Government of Colombia will, therefore, consider that Your Excellency's note and the present reply thereto constitute an agreement concluded between our two Governments which will come into force beginning with the date on which the Minister of Hygiene of Colombia and a representative of the Institute of Inter-American Affairs sign an agreement which includes the technical details of the said extension.

I take pleasure in renewing to Your Excellency the expression of my highest consideration.

EDUARDO ZULETA A.

His Excellency

WILLARD L. BEAULAC,

*Ambassador Extraordinary and Plenipotentiary of  
the United States of America,  
City.*

## ARMY MISSION

*Agreement signed at Washington February 21, 1949*

*Entered into force February 21, 1949*

*Extended by agreement of October 6 and November 4, 1954 <sup>1</sup>*

*Supplemented by agreement of July 13 and September 16, 1955 <sup>2</sup>*

*Amended by agreement of February 18 and March 31, 1959 <sup>3</sup>*

63 Stat. 2334; Treaties and Other  
International Acts Series 1892

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

In conformity with the request of the Government of the Republic of Colombia to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute an Army Mission to the Republic of Colombia 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 the Chief of Staff and with the personnel of the Colombian Army with a view to enhancing the efficiency of the Colombian Army in branches to be determined and wherever required by the Ministry of War of Colombia under the conditions as outlined in Article 7.

ARTICLE 2. (a) 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 Colombia 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.

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<sup>1</sup> 5 UST 2904; TIAS 3146.

<sup>2</sup> 6 UST 3904; TIAS 3393.

<sup>3</sup> 10 UST 745; TIAS 4210.

(b) The military personnel now serving with the United States Military Mission may continue in their duties under the conditions of this Agreement, in which case their period of previous service in Colombia will be credited.

ARTICLE 3. If the Government of the Republic of Colombia should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, subject to a thirty-day written notice to the Government of the Republic of Colombia.

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 Colombia at any time when either country 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 as may be agreed upon by the Ministry of War of Colombia and by the Department of the Army of the United States of America through its authorized representatives.

## 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 of Colombia and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of War of Colombia 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. The members of the Mission shall wear the uniform of the United States Army to which they shall be entitled, but shall have precedence over all Colombian 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 Colombian Army provide for Colombian officers and subordinate personnel of corresponding rank, such

as the usual ones relative to honors, travelling expenses, and medical attention.

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 Republic of Colombia such net annual compensation in United States currency, as may be agreed upon between the Government of the United States of America and the Government of the Republic of Colombia for each member through the Embassy of the United States of America in Bogota and the Ministry of War of Colombia. 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 Colombia or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of War of Colombia 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 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 trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Colombia, and such payment shall be computed for travel by sea, air, or land, or any combination thereof, to the actual port of entry of the United States of America.

ARTICLE 15. (a) Each member of the Mission and his family shall be furnished by the Government of the Republic of Colombia with first-class accommodations for travel required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Colombia for the outward voyage, and also between his official residence in Colombia and the port of entry in the United States of America for the return voyage. The Government of the Republic of Colombia 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 Colombia. All expenses incidental to the transportation of such household effects, baggage, and automobile from his official residence in Colombia to the port of entry

in the United States of America shall also be paid by the Government of the Republic of Colombia. 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 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 of Colombia, shall not be required under this Agreement, but shall be determined by negotiations between the United States Department of the Army and the authorized representative of the Ministry of War of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

(b) Except as otherwise agreed upon, the Government of the Republic of Colombia shall not be obliged to cover the expenses of the return of any member of the Mission who has been recalled by the Government of the United States of America prior to the completion of two years' service. And in case such recalled member is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the United States of America.

(c) If upon the request of the Government of the Republic of Colombia any member of the Mission is recalled, all expenses connected with such return shall be incumbent upon the Government of the Republic of Colombia. And in case such officer is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the Republic of Colombia.

ARTICLE 16. The Government of the Republic of Colombia shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 17. Compensation for transportation and travelling expenses in the Republic of Colombia on official business of the Government of the Republic of Colombia shall be provided by the Government of the Republic of Colombia in accordance with the provisions of Article 10.

ARTICLE 18. The Government of the Republic of Colombia shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur shall on call be made available by the Government of the Republic of Colombia for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 19. The Government of the Republic of Colombia shall provide suitable office space and facilities for the use of the members of the Mission.



ARTICLE 20. If any member of the Mission, or any of his family should die in Colombia, the Government of the Republic of Colombia 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 Colombia 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 Colombian 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 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 21. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Colombian Army except by mutual agreement between the Government of the United States of America and the Government of the Republic of Colombia.

ARTICLE 22. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 23. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 24. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 25. The leave specified in the preceding Article may be spent in Colombia, 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 26. The Government of the Republic of Colombia agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Colombia.

ARTICLE 27. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacement, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28. The Government of the Republic of Colombia shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of Colombia, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Colombia shall be paid by the Government of the Republic of Colombia. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of Colombia. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Gonzalo Restrepo-Jaramillo, Ambassador Extraordinary and Plenipotentiary of the Republic of Colombia at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this 21st day of February, 1949.

For the Government of the United States of America:  
DEAN ACHESON

For the Government of the Republic of Colombia:  
GONZALO RESTREPO JARAMILLO

## AIR FORCE MISSION

*Agreement signed at Washington February 21, 1949*

*Entered into force February 21, 1949*

*Extended by agreement of October 6 and November 4, 1954<sup>1</sup>*

*Supplemented by agreement of July 13 and September 16, 1955<sup>2</sup>*

*Amended by agreement of February 18 and March 31, 1959<sup>3</sup>*

63 Stat. 2345; Treaties and Other  
International Acts Series 1893

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

In conformity with the request of the Government of the Republic of Colombia to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men to constitute an Air Force Mission to the Republic of Colombia 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 the Chief of Staff and with the personnel of the Colombian Army with a view to enhancing the efficiency of the Colombian Air Corps in branches to be determined and wherever required by the Ministry of War of Colombia under the conditions as outlined in Article 7.

ARTICLE 2. (a) 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 Colombia 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.

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<sup>1</sup> 5 UST 2904; TIAS 3146.

<sup>2</sup> 6 UST 3904; TIAS 3393.

<sup>3</sup> 10 UST 745; TIAS 4210.

(b) The Air Force personnel now serving with the United States Military Mission may continue in their duties under the conditions of this Agreement, in which case their period of previous service in Colombia will be credited.

ARTICLE 3. If the Government of the Republic of Colombia should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, subject to a thirty-day written notice to the Government of the Republic of Colombia.

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 Colombia at any time when either country 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 Air Force as may be agreed upon by the Ministry of War of Colombia and by the Department of the Air Force of the United States of America through its authorized representatives.

## 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 of Colombia and the Chief of the Mission.

ARTICLE 8. The members of the Mission shall be responsible solely to the Ministry of War of Colombia 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 Air Force. The members of the Mission shall wear the uniform of the United States Air Force to which they shall be entitled, but shall have precedence over all Colombian 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 Colombian Army provide for Colombian officers and subordinate personnel of corresponding rank, such as the usual ones relative to honors, travelling expenses, and medical attention.

ARTICLE 11. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Air Force.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 12. Members of the Mission shall receive from the Government of the Republic of Colombia such net annual compensation in United States currency, as may be agreed upon between the Government of the United States of America and the Government of the Republic of Colombia for each member through the Embassy of the United States of America in Bogota and the Ministry of War of Colombia. 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 Colombia or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Ministry of War of Colombia 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 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 trip and accumulated leave shall be paid to a detached member of the Mission before his departure from Colombia, and such payment shall be computed for travel by sea, air, or land, or any combination thereof, to the actual port of entry of the United States of America.

ARTICLE 15. (a) Each member of the Mission and his family shall be furnished by the Government of the Republic of Colombia with first-class accommodations for travel required and performed under this Agreement, between the port of embarkation in the United States of America and his official residence in Colombia for the outward voyage, and also between his official residence in Colombia and the port of entry in the United States of America for the return voyage. The Government of the Republic of Colombia 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 Colombia. All expenses incidental to the transportation of such household effects, baggage, and automobile from his official residence in Colombia to the port of entry in the United States of America shall also be paid by the Government of the Republic of Colombia. 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 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 of Colombia, shall not be required under this Agreement, but shall be determined by negotiations between the United States Air Force and the authorized representative of the Ministry of War of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

(b) Except as otherwise agreed upon, the Government of the Republic of Colombia shall not be obliged to cover the expenses of the return of any member of the Mission who has been recalled by the Government of the United States of America prior to the completion of two years' service. And in case such recalled member is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the United States of America.

(c) If upon the request of the Government of the Republic of Colombia any member of the Mission is recalled, all expenses connected with such return shall be incumbent upon the Government of the Republic of Colombia. And in case such officer is replaced, the expenses connected with transporting the replacing officer to his station in Colombia shall be incumbent upon the Government of the Republic of Colombia.

ARTICLE 16. The Government of the Republic of Colombia shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

ARTICLE 17. Compensation for transportation and travelling expenses in the Republic of Colombia on official business of the Government of the Republic of Colombia shall be provided by the Government of the Republic of Colombia in accordance with the provisions of Article 10.

ARTICLE 18. The Government of the Republic of Colombia shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur shall on call be made available by the Government of the Republic of Colombia for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 19. The Government of the Republic of Colombia shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 20. If any member of the Mission, or any of his family, should die in Colombia, the Government of the Republic of Colombia 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 Colombia 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 Colombian 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 21. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Colombian Army except by mutual agreement between the Government of the United States of America and the Government of the Republic of Colombia.

ARTICLE 22. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 23. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 24. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 25. The leave specified in the preceding Article may be spent in Colombia, 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 26. The Government of the Republic of Colombia agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of the Republic of Colombia.

ARTICLE 27. Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacement, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 28. The Government of the Republic of Colombia shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Ministry of War of Colombia, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Colombia shall be paid by the Government of the Republic of Colombia. If the hospitalized member is a commissioned officer, he shall pay his cost of subsistence, but if he is an enlisted man, the cost of subsistence shall be paid by the Government of the Republic of Colombia. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

ARTICLE 29. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, Dean Acheson, Secretary of State of the United States of America, and Gonzalo Restrepo-Jaramillo, Ambassador Extraordinary and Plenipotentiary of the Republic of Colombia at Washington, duly authorized thereto, have signed this Agreement in duplicate, in the English and Spanish languages, at Washington, this 21st day of February, 1949.

For the Government of the United States of America:

DEAN ACHESON

For the Government of the Republic of Colombia:

GONZALO RESTREPO JARAMILLO

## EXCHANGE OF PUBLICATIONS

*Exchange of notes at Washington July 15 and 26, 1949*  
*Entered into force July 26, 1949*

63 Stat. 2799; Treaties and Other  
International Acts Series 2048

*The Secretary of State to the Colombian Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
Jul 15 1949

EXCELLENCY:

I have the honor to refer to the conversations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Colombia in regard to the exchange of official publications, and to inform Your Excellency that the Government of the United States of America agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be extended, without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.
2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Colombia shall be the Biblioteca Nacional, in Bogotá.
3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of Colombia by the Biblioteca Nacional, in Bogotá.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Colombia, the Government of the United States of America will consider that this note and your reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

GEORGE V. ALLEN

His Excellency

GONZALO RESTREPO JARAMILLO,  
*Ambassador of Colombia.*

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*The Colombian Ambassador to the Secretary of State*

EMBAJADA DE COLOMBIA

WASHINGTON

*July 26, 1949*

No. 1307

EXCELLENCY:

With reference to Your Excellency's note of July 15, 1949, and to the conversations between representatives of the Government of Colombia and representatives of the Government of the United States of America in regard to the exchange of official publications, I have the honor to inform Your Excellency that the Government of Colombia agrees that there shall be an exchange of official publications between the two Governments in accordance with the following provisions:

1. Each of the two Governments shall furnish regularly a copy of each of its official publications which is indicated in a selected list prepared by the other Government and communicated through diplomatic channels subsequent to the conclusion of the present agreement. The list of publications selected by each Government may be revised from time to time and may be

extended without the necessity of subsequent negotiations, to include any other official publication of the other Government not specified in the list, or publications of new offices which the other Government may establish in the future.

2. The official exchange office for the transmission of publications of the Government of the United States of America shall be the Smithsonian Institution. The official exchange office for the transmission of publications of the Government of Colombia shall be the Biblioteca Nacional, in Bogotá.

3. The publications shall be received on behalf of the United States of America by the Library of Congress and on behalf of Colombia by the Biblioteca Nacional, in Bogotá.

4. The present agreement does not obligate either of the two Governments to furnish blank forms, circulars which are not of a public character, or confidential publications.

5. Each of the two Governments shall bear all charges, including postal, rail and shipping costs, arising under the present agreement in connection with the transportation within its own country of the publications of both Governments and the shipment of its own publications to a port or other appropriate place reasonably convenient to the exchange office of the other Government.

6. The present agreement shall not be considered as a modification of any existing exchange agreement between a department or agency of one of the Governments and a department or agency of the other Government.

The Government of Colombia considers that your note and this reply constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of this note.

Accept, Excellency, the renewed assurances of my highest consideration.

GONZALO RESTREPO JARAMILLO  
*Ambassador of Colombia*

His Excellency  
DEAN ACHESON  
*Secretary of State*  
*Washington, D.C.*

## HEALTH AND SANITATION PROGRAM

*Exchange of notes at Bogotá July 26 and 28, 1949, modifying and extending agreement of October 23, 1942*

*Entered into force August 4, 1949; operative from June 30, 1949*

*Program expired June 30, 1960*<sup>1</sup>

63 Stat. 2760; Treaties and Other  
International Acts Series 1998

*The American Ambassador to the Acting Minister of Foreign Affairs*

No. 505

BOGOTÁ, July 26, 1949

### EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, entered into in October 1942<sup>2</sup> between the Republic of Colombia and The Institute of Inter-American Affairs, providing for the existing health and sanitation program in Colombia. I also refer to Your Excellency's note of June 28, 1949, suggesting the consideration by our respective Governments of a further extension of that Agreement.

Considering the mutual benefits which both Governments are deriving from the program, my Government agrees with the Government of Colombia that an extension of the program beyond its present termination date of June 30, 1949, would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949, through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$100,000 in the currency of the United States, to the Servicio Cooperativo Interamericano de Salud Pública, for use in carrying out project activities of the program, on condition that your Government would contribute to the Servicio for the same purpose the sum of 1,960,000 pesos. The Institute would also be willing, during the same extension period, to make

<sup>1</sup> The program was extended by agreements of Sept. 15 and Oct. 20, 1950 (2 UST 548; TIAS 2203); Apr. 5 and May 2 and 31, 1955 (6 UST 5897; TIAS 3441); Apr. 25 and May 17, 1956 (7 UST 1835; TIAS 3592); and Dec. 31, 1956, and Mar. 15, 1957 (8 UST 1557; TIAS 3907).

<sup>2</sup> EAS 369, *ante*, p. 950.

available funds to be administered by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Health and Sanitation Division field staff who are maintained by the Institute in Colombia. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in furtherance of the program.

The Government of the United States of America will consider the present note and your reply note concurring therein as constituting an agreement between our two Governments, which shall come into force on the date of signature of an agreement by the Minister of Hygiene and a representative of The Institute of Inter-American Affairs, embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to your Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible, in order that the technical details of the extension may be worked out by the officials of the Ministry of Hygiene and The Institute of Inter-American Affairs.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

WILLARD L. BEAULAC

His Excellency

Señor doctor don ELISEO ARANGO,  
*Acting Minister of Foreign Relations,  
Bogotá, Colombia.*

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*The Acting Minister of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF  
FOREIGN RELATIONS

OI 2348

BOGOTÁ, July 28, 1949

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 505 of July 26, 1949, concerning the amended Basic Agreement, signed in October 1942 between the Republic of Colombia and the Institute of Inter-American Affairs for carrying out a health and public hygiene program in this country. This note also refers to Your Excellency's note of June 28, 1949, by means of which you proposed an extension of this Agreement for the consideration of the Government of Colombia.

Your Excellency has been good enough to inform me, with regard to this matter, that in view of the mutual benefits derived by our respective Govern-

ments from the said Program, the Government of the United States of America would agree to an extension of the said Program beyond the date specified for its termination, that is, June 30, 1949, and thus the new period of the Basic Agreement would be from June 30, 1949, through the same date of the following year. Finally, Your Excellency informs me that during this last period the Institute will contribute \$100,000.00 in United States of America currency for the maintenance of the Servicio Cooperativo Interamericano de Salud Pública on the condition that the Government of Colombia contribute to the same Servicio, for the same purpose, the amount of \$1,960,000.00 in currency of the Republic of Colombia.

I have also taken note that the Institute is willing, during the new extension period of the Agreement, to utilize the funds which the said organization administers and which are not deposited in the account of the Servicio Cooperativo Interamericano de Salud Pública, for the purpose of payment of salaries and other expenses of the members of the staff of the Health and Sanitation Division who are maintained by the Institute in Colombia. These amounts will be considered as expenses in addition to the sums required for the fulfillment of the Agreement.

I take pleasure in informing Your Excellency that, on the bases expressed in the note to which I am replying and to which I referred in the preceding paragraphs of this note, the Government of the Republic of Colombia agrees to a new extension of the Basic Agreement, as amended, signed with the Institute of Inter-American Affairs for a period of one year beginning June 30, 1949, through June 30, 1950.

I request that Your Excellency consider this note as my Government's formal agreement to the extension of the said Agreement, which, for its entry into force, will require the signature of a complementary agreement between the Minister of Hygiene of the Republic of Colombia and a representative of the Institute of Inter-American Affairs in order to determine matters of a technical nature.

I request Your Excellency to transmit the contents of the present note to the Department of State of the United States of America and the Institute of Inter-American Affairs. For my part, I have informed the Minister of Hygiene of the acceptance expressed in this note so that he may be enabled to enter into official conversations with the representative of the said Institute.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ELISEO ARANGO

His Excellency

WILLARD L. BEAULAC,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City.*



# *Independent State of the Congo*

## RECOGNITION OF FLAG

*Declarations signed at Washington April 22, 1884*

23 Stat. 781; Treaty Series 59

### DECLARATION BY THE INTERNATIONAL ASSOCIATION OF THE CONGO

The International Association of the Congo, hereby declares that by Treaties with the legitimate sovereigns in the basins of the Congo and of the Niadi-Kiahm and in adjacent territories upon the Atlantic, there has been ceded to it, territory for the use and benefit of free States established and being established under the care and supervision of the said Association in said basins and adjacent territories, to which cession the said free States of right succeed.

That the said International Association has adopted for itself and for the said Free States, as their standard, the flag of the International African Association, being a blue flag with a golden star in the center.

That the said Association and the said States have resolved to levy no Custom-House duties upon goods or articles of merchandise imported into their territories or brought by the route which has been constructed around the Congo cataracts; this they have done with a view of enabling commerce to penetrate into Equatorial Africa.

That they guarantee to foreigners settling in their territories the right to purchase, sell or lease, lands and buildings situated therein, to establish commercial houses and to there carry on trade upon the sole condition that they shall obey the laws. They pledge themselves, moreover, never to grant to the citizens of one nation any advantages without immediately extending the same to the citizens of all other nations, and to do all in their power to prevent the Slave trade.

In testimony whereof, Henry S. Sanford, duly empowered therefor, by the said Association, acting for itself and for the said Free States, has hereunto

set his hand and affixed his seal, this 22d day of April, 1884, in the city of Washington.

H. S. SANFORD [SEAL]

RECOGNITION OF THE FLAG OF THE KONGO FREE STATE BY THE UNITED STATES

Frederick T. Frelinghuysen, Secretary of State, duly empowered therefor by the President of the United States of America, and pursuant to the advice and consent of the Senate, heretofore given, acknowledges the receipt of the foregoing notification from the International Association of the Kongo, and declares that, in harmony with the traditional policy of the United States, which enjoins a proper regard for the Commercial interests of their citizens while, at the same time, avoiding interference with controversies between other powers as well as alliances with foreign nations, the Government of the United States announces its sympathy with, and approval of, the humane and benevolent purposes of the International Association of the Kongo, administering, as it does, the interests of the Free States there established, and will order the officers of the United States, both on land and sea, to recognize the flag of the International African Association, as the flag of a friendly Government.

In testimony whereof, he has hereunto set his hand and affixed his seal, this twenty-second day of April, A.D. 1884, in the city of Washington.

FREDK, T. FRELINGHUYSEN [SEAL]

## AMITY, COMMERCE, AND NAVIGATION

*Treaty signed at Brussels January 24, 1891*

*Senate advice and consent to ratification, with amendments, January 11, 1892<sup>1</sup>*

*Ratified by the President of the United States, with amendments, January 19, 1892<sup>1</sup>*

*Ratified by the Independent State of the Congo February 2, 1892*

*Ratifications exchanged at Brussels February 2, 1892*

*Entered into force April 2, 1892*

*Proclaimed by the President of the United States April 2, 1892*

*Article V abrogated by the United States July 1, 1916, in accordance with Seamen's Act of March 4, 1915<sup>2</sup>*

*Entire treaty terminated July 1, 1917<sup>3</sup>*

27 Stat. 926; Treaty Series 60

### TREATY OF AMITY, COMMERCE, AND NAVIGATION

The United States of America, and

His Majesty Leopold II, King of the Belgians, Sovereign of the Independent State of the Congo, desiring to perpetuate, confirm and encourage the relations of commerce and of good understanding existing already between the two respective countries by the conclusion of a treaty of amity, commerce, navigation and extradition, have for this purpose named as their respective plenipotentiaries, viz:

His Excellency the President of the United States of America,

Edwin H. Terrell, Envoy Extraordinary and Minister Plenipotentiary of the United States of America near His Majesty the King of the Belgians; and

His Majesty, Leopold II King of the Belgians, Sovereign of the Independent State of the Congo,

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<sup>1</sup> The U.S. amendments read as follows:

"Strike out all of Article IX.

"Strike out the words 'His Excellency', in line three of Article XV [preceding 'the President of the United States']."

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

<sup>2</sup> 38 Stat. 1164.

<sup>3</sup> Pursuant to notice of termination given by Belgium July 1, 1916.

Edm. Van Eetvelde, Administrator General of the Department of Foreign Affairs, Officer of His Order of Leopold,

who, after having communicated to each other their full powers, found in good and due form, have agreed upon the following articles:

#### ARTICLE I

There shall be full, entire and reciprocal liberty of commerce, establishment and navigation between the citizens and inhabitants of the two High contracting Parties.

The citizens and inhabitants of the United States of America in the Independent State of the Congo and those of the Independent State of the Congo in the United States of America shall have reciprocally the right, on conforming to the laws of the country, to enter, travel and reside in all parts of their respective territories; to carry on business there; and they shall enjoy in this respect for the protection of their persons and their property the same treatment and the same rights as the natives, or the citizens and inhabitants of the most favored nation.

They can freely exercise their industry or their business, as well wholesale as retail, in the whole extent of the territories, without being subjected, as to their persons or their property, or by reason of their business, to any taxes, general or local, imposts or conditions whatsoever other or more onerous than those which are imposed or may be imposed upon the natives other than non-civilized aborigines, or upon the citizens and inhabitants of the most favored nation.

In like manner they will enjoy reciprocally the treatment of the most favored nation in all that relates to rights, privileges, exemptions and immunities whatsoever concerning their persons or their property, and in the matter of commerce, industry and navigation.

#### ARTICLE II

In all that concerns the acquisition, succession, possession and alienation of property, real and personal, the citizens and inhabitants of each of the High contracting Parties shall enjoy in the territories of the other all the rights which the respective laws accord or shall accord in those territories to the citizens and inhabitants of the most favored nation.

#### ARTICLE III

The citizens and inhabitants of each of the High contracting Parties shall be exempt, in the territories of the other, from all personal service in the army, navy or militia and from all pecuniary contributions in lieu of such, as well as from all obligatory official functions whatever, except the obligation of sitting, within a radius of one hundred kilometers from the place of their residence, as a juror in judicial proceedings; furthermore, their prop-

erty shall not be taken for the public service without an ample and sufficient compensation.

They shall have free access to the courts of the other, on conforming to the laws regulating the matter, as well for the prosecution as for the defense of their rights, in all the degrees of jurisdiction established by law. They can be represented by lawyers, and they shall enjoy, in this respect, and in what concerns domiciliary visits to their houses, manufactories, stores, warehouses, etc., the same rights and the same advantages which are or shall be granted to the citizens and inhabitants of the most favored nation, or to natives.

#### ARTICLE IV

The citizens and inhabitants of the two countries shall enjoy, in the territory of the other, a full and entire liberty of conscience. They shall be protected in the free exercise of their worship; they shall have the right to erect religious edifices and to organize and maintain missions.

#### ARTICLE V<sup>4</sup>

It will be lawful for the two High contracting Parties to appoint and establish consuls, vice-consuls, deputy-consuls, consular agents and commercial agents in the territories of the other; but none of these agents can exercise his functions before having received the necessary exequatur from the Government to which he is delegated.

The said agents of each of the two High contracting Parties shall enjoy, in the territories of the other, upon the footing of a complete reciprocity, all the privileges, immunities and rights which are actually granted to those of the most favored nation or which may be accorded to them hereafter.

The said agents, citizens or inhabitants of the State by which they are appointed, shall not be subject to preliminary arrest, except in the case of acts qualified as crimes by the local legislation and punished as such. They shall be exempt from military billeting and from service in the army, navy or militia, as well as from all direct taxes, unless these should be due on account of real estate, or unless the said agents should exercise a profession or business of any kind.

The said agents can raise their national flag over their offices.

The consular offices shall be at all times inviolable. The local authorities can not invade them under any pretext. They can not in any case examine or seize the papers which shall be there deposited. The consular office can not, on the other hand, serve as place of asylum, and if an agent of the consular service is engaged in business, commercial or other, the papers relating to the consulate shall be kept separate.

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<sup>4</sup> Art. V abrogated by the United States July 1, 1916, in accordance with Seamen's Act of Mar. 4, 1915 (38 Stat. 1164).

The said agents shall have the right to exercise all the functions generally appertaining to consuls, especially in what concerns the legalization of private and public documents, of invoices and commercial contracts, the taking of depositions and the right of authenticating legal acts and documents.

The said agents shall have the right to address the administrative and judicial authorities of the country in which they exercise their functions in order to complain of any infraction of the treaties or conventions existing between the two Governments, and for the purpose of protecting the rights and interests of the citizens and inhabitants of their country. They shall have also the right to settle all differences arising between the captains or the officers and the sailors of the sea-vessels of their nation. The local authorities shall abstain from interfering in these cases unless the maintenance of the public tranquility requires it, or, unless their assistance should be asked by the consular authority in order to assure the execution of its decisions.

The local authorities will give to the said agents and, on their default to the captains or their casual representatives, all aid for the search and arrest of sailor-deserters, who shall be kept and guarded in the prisons of the State upon the requisition and at the expense of the consuls or of the captains during a maximum delay of two months.

#### ARTICLE VI

The citizens and inhabitants of each of the High contracting Parties shall have reciprocally, according to the same rights and conditions and with the same privileges as those of the most favored nation, the right to enter with their vessels and cargos into all the ports and to navigate upon all the rivers and interior waters of the other State.

The vessels of each of the contracting Parties and of its citizens or inhabitants can freely navigate upon the waters of the territory of the other, without being subject to any other tolls, charges or obligations than those which the vessels belonging to the citizens or inhabitants of the most favored nation would have to bear.

There will not be imposed by either of the contracting Parties upon the vessels belonging to the other or to the citizens or inhabitants of the other, in the matter of tonnage, port charges, pilotage, lighthouse and quarantine dues, salvage of vessels and other administrative expenses whatsoever concerning navigation, any taxes or charges whatever, other or higher than those which are or shall be imposed upon the public or private vessels of the most favored nation.

It is agreed that every vessel belonging to one of the High contracting Parties or to a citizen or inhabitant of one of them, having the right to bear the flag of that country and having the right to its protection, both according to the laws of that country, shall be considered as a vessel of that nationality.

## ARTICLE VII

In what concerns the freight and facilities of transportation, and tolls, the merchandise belonging to the citizens or inhabitants of one of the contracting States transported over the roads, railroads and waterways of the other State, shall be treated on the same footing as the merchandise belonging to the citizens or inhabitants of the most favored nation.

## ARTICLE VIII

In the territories of neither of the High contracting Parties, shall there be established or enforced a prohibition against the importation, exportation or transit of any article of legal commerce, produced or manufactured in the territories of the other, unless this prohibition shall equally and at once be extended to all other nations.

## ARTICLE IX

[Stricken out by the Senate. (Extradition provisions.)]

## ARTICLE X

The Republic of the United States of America, recognizing that it is just and necessary to facilitate to the Independent State of the Congo the accomplishment of the obligations which it has contracted by virtue of the General Act of Brussels of July 2nd 1890,<sup>5</sup> admits, so far as it is concerned, that import duties may be collected upon merchandise imported into the said State.

The tariff of these duties can not go beyond 10% of the value of the merchandise at the port of importation, during fifteen years to date from July 2nd 1890, except for spirits, which are regulated by the provisions of Chapter VI of the General Act of Brussels.

At the expiration of this term of fifteen years, and in default of a new accord, the United States of America will be replaced, as to the Independent State of the Congo, in the situation which existed prior to July 2nd 1890; the right to impose import duties to a maximum of 10% upon merchandise imported into the said State remaining acquired to it, on the conditions and within the limitations determined in articles XI and XII of this treaty.

## ARTICLE XI

The United-States shall enjoy in the Independent State of the Congo, as to the import duties, all the advantages accorded to the most favored nation.

It has been agreed besides:

1. That no differential treatment nor transit duty can be established;
2. That, in the application of the tariff *régime* which will be introduced,

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<sup>5</sup> TS 383, *ante*, vol. 1, p. 134.



the Congo State will apply itself to simplify as far as possible, the formalities and to facilitate the operations of commerce.

## ARTICLE XII

Considering the fact that in Article X of the present treaty, the United States of America have given their assent to the establishment of import duties in the Independent State of the Congo under certain conditions, it is well understood that the said Independent State of the Congo assures to the flag, to the vessels, to the commerce and to the citizens and inhabitants of the United States of America, in all parts of the territories of that State, 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.

## ARTICLE XIII

In case a difference should arise between the two High contracting Parties as to the validity, interpretation, application or enforcement of any of the provisions contained in the present treaty, and it could not be arranged amicably by diplomatic correspondence between the two Governments, these last agree to submit it to the judgment of an arbitration tribunal, the decision of which they bind themselves to respect and execute loyally.

The tribunal will be composed of three members. Each of the two High contracting Parties will designate one of them, selected outside of the citizens and the inhabitants of either of the contracting States and of Belgium. The High contracting Parties will ask, by common accord, a friendly Government to appoint the third arbitrator, to be selected equally outside of the two contracting States and of Belgium.

If an arbitrator should be unable to sit by reason of death, resignation or for any other cause, he shall be replaced by a new arbitrator whose appointment shall be made in the same manner as that of the arbitrator whose place he takes.

The majority of arbitrators can act in case of the intentional absence or formal withdrawal of the minority. The decision of the majority of the arbitrators will be conclusive upon all questions to be determined.

The general expenses of the arbitration procedure will be borne, in equal parts, by the two High contracting Parties; but the expenses made by either of the parties for preparing and setting forth its case will be at the cost of that party.

## ARTICLE XIV

It is well understood that if the declaration on the subject of the import duties, signed July 2nd 1890, by the signatory Powers of the Act of Berlin,

should not enter into force, in that case, the present treaty would be absolutely null and without effect.

ARTICLE XV<sup>6</sup>

The present treaty shall be subject to the approval and the ratification, on the one hand of the President of the United States, acting by the advice and with the consent of the Senate, and, on the other hand, of His Majesty the King of the Belgians, Sovereign of the Independent State of the Congo.

The ratifications of the present treaty shall be exchanged at the same time as those of the General Act of Brussels of July 2nd 1890, and it will enter into force at the same date as the latter.

In faith of which the respective Plenipotentiaries of the High contracting Parties have signed the present treaty in duplicate, in English and in French, and have attached thereto their seals.

Done at Brussels the twenty-fourth day of the month of January of the year Eighteen hundred and ninety one.

EDM. VAN EETVELDE	[SEAL]
EDWIN H. TERRELL	[SEAL]

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<sup>6</sup> For an amendment to art. XV, see footnote 1, p. 1006.

## Costa Rica

### FRIENDSHIP, COMMERCE, AND NAVIGATION

*Treaty signed at Washington July 10, 1851*

*Senate advice and consent to ratification March 11, 1852*

*Ratified by Costa Rica March 22, 1852*

*Ratified by the President of the United States May 25, 1852*

*Ratifications exchanged at Washington May 26, 1852*

*Entered into force May 26, 1852*

*Proclaimed by the President of the United States May 26, 1852*

10 Stat. 916; Treaty Series 62 <sup>1</sup>

#### TREATY OF FRIENDSHIP, COMMERCE AND NAVIGATION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COSTARICA

In the Name of the Most Holy Trinity

Commercial intercourse having been for some time established between the United States and the Republic of Costarica, it seems good for the security as well as the encouragement of such commercial intercourse, and for the maintenance of good understanding between the United States and the said republic, that the relations now subsisting between them, should be regularly acknowledged and confirmed by the signature of a Treaty of Amity, Commerce and Navigation;

For this purpose they have named their respective Plenipotentiaries, that is to say:

The President of the United States, Daniel Webster Secretary of State;

And his Excellency the President of the Republic of Costarica, Señor Don Felipe Molina Envoy Extraordinary and Minister Plenipotentiary of that Republic to the United States;

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

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<sup>1</sup> For a detailed study of this treaty, see 5 Miller 985.

## ARTICLE I

There shall be perpetual amity between the United States and their citizens on the one part, and the Government of the Republic of Costarica and its citizens on the other.

## ARTICLE II

There shall be between all the territories of the United States and the territories of the Republic of Costarica, a reciprocal freedom of commerce. The subject and citizens of the two countries, respectively, Shall have liberty freely and securely to come with their ships and cargoes to all places ports and rivers in the territories aforesaid, to which other foreigners are or may be permitted to come; to enter into the same, and to remain and reside in any part thereof, respectively; also to hire and occupy houses and ware houses for the purposes of their commerce; and generally the merchants and traders of each nation respectively, shall enjoy the most complete protection and security for their commerce, subject always to the laws and statutes of the two countries, respectively.

In like manner the respective ships of war and post office packets of the two countries shall have liberty freely and securely to come to all harbors, rivers and places to which other foreign ships of war and packets are or may be permitted to come; to enter into the same, to anchor and to remain there and refit, subject always to the laws and statutes of the two countries respectively.

By the right of entering the places ports and rivers mentioned in this Article, the privilege of carrying on the coasting trade is not understood, in which trade national vessels only of the country where the trade is carried on are permitted to engage.

## ARTICLE III

It being the intention of the two High Contracting Parties to bind themselves by the preceding Articles to treat each other on the footing of the most favored nation, it is hereby agreed between them, that any favor, privilege or immunity whatever, in matters of commerce and navigation, which either Contracting Party has actually granted, or may hereafter grant, to the subjects or citizens of any other State, shall be extended to the subjects or citizens of the other High Contracting Party, gratuitously, if the concession in favor of that other nation shall have been gratuitous; or in return for a compensation as nearly as possible of proportionate value and effect, to be adjusted by mutual agreement, if the concession shall have been conditional.

## ARTICLE IV

No higher nor other duties shall be imposed on the importation into the territories of the United States, of any article being of the growth, produce or manufacture of the Republic of Costarica and no higher or other duties

shall be imposed on the importation into the territories of the Republic of Costarica of any articles being the growth, produce or manufacture of the territories of the United States than are or shall be payable on the like articles, being the growth produce or manufacture of any other foreign country; nor shall any other or higher duties or charges be imposed in the territories of either of the High Contracting Parties, on the exportation of any articles to the territories of the other, than such as are or may be payable on the exportation of the like articles to any other foreign country, nor shall any prohibition be imposed upon the exportation or importation of any articles the growth produce or manufacture of the territories of the United States, or of the Republic of Costarica to or from the said territories of the United States, or to or from the Republic of Costarica, which shall not equally extend to all other nations.

#### ARTICLE V

No higher nor other duties or payments on account of tonnage of light or harbor dues, of pilotage, of salvage in case either of damage or shipwreck, or on account of any other local charges, shall be imposed in any of the ports of the Republic of Costarica on vessels of the United States, than those payable in the same ports by Costarican vessels; nor in any of the ports of the United States, on Costarican vessels, than shall be payable in the same ports on vessels of the United States.

#### ARTICLE VI

The same duties shall be paid on the importation into the territories of the Republic of Costarica, of any article being of the growth, produce or manufacture of the territories of the United States whether such importation shall be made in Costarican or in vessels of the United States; and the same duties shall be paid on the importation into the territories of the United States of any article, being the growth, produce or manufacture of the Republic of Costarica, whether such importations shall be made in United States or in Costarican vessels.

The same duties shall be paid, and the same bounties and drawbacks allowed, on the exportation to the Republic of Costarica, of any articles being the growth, produce or manufacture of the territories of the United States whether such exportations shall be made in Costarican or in United States vessels; and the same duties shall be paid, and the same bounties and drawbacks allowed, on the exportation of any articles, being the growth, produce or manufacture of the Republic of Costarica to the territories of the United States, whether such exportation shall be made in United States or in Costarican vessels.

#### ARTICLE VII

All merchants, commanders of ships and others citizens of the United States shall have full liberty in all the territories of the Republic of Costarica,

to manage their own affairs themselves, or to commit them to the management of whomsoever they please, as broker, factor, agent, or interpreter; nor shall they be obliged to employ any other persons in those capacities than those employed by Costaricans, nor to pay them any other salary or remuneration than such as is paid in like cases by Costarican citizens; and absolute freedom shall be allowed in all cases to the buyer and seller to bargain and fix the price of any goods, wares, or merchandise imported into or exported from the Republic of Costarica as they shall see good, observing the laws and established customs of the country. The same privileges shall be enjoyed in the territories of the United States by the citizens of the Republic of Costarica under the same conditions.

The citizens of the High Contracting Parties shall reciprocally receive and enjoy full and perfect protection for their persons and property and shall have free and open access to the courts of justice in the said countries, respectively for the prosecution and defence of their just rights; and they shall be at liberty to employ in all cases, the advocates, attorneys, or agents of whatever description, whom they may think proper, and they shall enjoy in this respect the same rights and privileges therein as native citizens.

#### ARTICLE VIII

In whatever relates to the police of the ports, the lading and unlading of ships, the safety of merchandize, goods and effects, the succession to personal estates by will or otherwise, and the disposal of personal property of every sort and denomination, by sale, donation, exchange, testament, or in any other manner whatsoever, as also the administration of justice; the citizens of the two high contracting parties, shall reciprocally enjoy the same privileges, liberties and rights, as native citizens, and they shall not be charged in any of these respects, with any higher imposts or duties than those which are paid or may be paid by native citizens; submitting of course to the local laws and regulations of each country, respectively.

If any citizen of either of the two High Contracting Parties shall die without will or testament in any of the territories of the other, the Consul-General or consul of the nation to which the deceased belonged, or the representative of such Consul-General or Consul in his absence, shall have the right to nominate curators to take charge of the property of the deceased, so far as the laws of the country will permit, for the benefit of the lawful heirs and creditors of the deceased; giving proper notice of such nomination to the authorities of the country.

#### ARTICLE IX

The citizens of the United States residing in the Republic of Costarica, and the citizens of the Republic of Costarica residing in the United States, shall be exempted from all compulsory military service whatsoever, either by sea or by land, and from all forced loans or military exactions or requis-

tions; and they shall not be compelled, under any pretext whatsoever, to pay other ordinary charges, requisitions or taxes, greater than those that are paid by native citizens of the Contracting Parties respectively.

#### ARTICLE X

It shall be free for each of the two High Contracting Parties to appoint Consuls for the protection of trade, to reside in any of the territories of the other Party; but before any Consul shall act as such, he shall, in the usual form be approved and admitted by the Government to which he is sent; and either of the High Contracting Parties may except from the residence of Consuls such particular places as they judge fit to be excepted. The Costarican Diplomatic Agents and Consuls shall enjoy in the territories of the United States whatever privileges, exemptions, and immunities are or shall be granted to agents of the same rank belonging to the most favored nation; and in like manner the Diplomatic Agents and Consuls of the United States in the Costarican territories, shall enjoy according to the strictest reciprocity whatever privileges, exemptions and immunities are or may be granted in the Republic of Costarica to the Diplomatic Agents and Consuls of the most favored nation.

#### ARTICLE XI

For the better security of commerce between the citizens of the United States and the citizens of the Republic of Costarica, it is agreed, that if at any time any interruption of friendly intercourse, or any rupture should unfortunately take place between the two High Contracting Parties, the citizens of either of the two High Contracting Parties who may be within any of the territories of the other, shall, if residing upon the coasts, be allowed six months, and if in the interior, a whole year to wind up their accounts and dispose of their property; and a safe conduct shall be given them to embark at the port which they themselves shall select; and even in the event of a rupture all such citizens of either of the two High Contracting Parties who are established in any of the territories of the other, in the exercise of any trade or special employment, shall have the privilege of remaining and of continuing such trade and employment therein without any manner of interruption, in the full enjoyment of their liberty and property as long as they behave peaceably, and commit no offence against the laws; and their goods and effects of whatever description they may be, whether in their own custody or entrusted to individuals or to the State, shall not be liable to seizure or sequestration, nor to any other charges or demands than those which may be made upon the like effects or property belonging to the native citizens of the country in which such citizens may reside. In the same case debts between individuals, property in public funds, and shares of companies, shall never be confiscated, sequestered nor detained.



## ARTICLE XII

The citizens of the United States and the citizens of the Republic of Costa-rica, respectively, residing in any of the territories of the other party shall enjoy in their houses, persons, and properties, the protection of the Government, and shall continue in possession of the guarantees which they now enjoy. They shall not be disturbed, molested or annoyed in any manner on account of their religious belief, nor in the proper exercise of their religion, either within their own private houses, or in the places of worship destined for that purpose, agreeably to the system of tolerance established in the territories of the two High Contracting Parties; provided they respect the religion of the nation in which they reside, as well as the constitution, laws and customs of the country. Liberty shall also be granted to bury the citizens, of either of the two High Contracting Parties who may die in the territories aforesaid, in burial-places of their own which in the same manner may be freely established and maintained; nor shall the funerals or sepulchres of the dead be disturbed in any way or upon any account.

## ARTICLE XIII

In order that the two High Contracting Parties may have the opportunity of hereafter treating and agreeing upon such other arrangements as may tend still further to the improvement of their mutual intercourse, and to the advancement of the interests of their respective citizens, it is agreed that at any time after the expiration of seven years from the date of the exchange of the ratifications of the present Treaty, either of the High Contracting Parties shall have the right of giving to the other Party notice of its intention to terminate Articles IV, V & VI of the present Treaty; and that at the expiration of twelve months after such notice shall have been received by either Party from the other, the said Articles, and all the stipulations contained therein shall cease to be binding on the two High Contracting Parties.

## ARTICLE XIV

The present Treaty shall be ratified, and the ratifications shall be exchanged at Washington or at San José de Costarica within the space of one year, or sooner if possible.

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

Done at Washington this tenth day of July, in the year of our Lord one thousand eight hundred and fifty one.

DAN <sup>1</sup> WEBSTER	[SEAL]
F. MOLINA	[SEAL]

## SETTLEMENT OF CLAIMS

*Convention signed at San José July 2, 1860*

*Senate advice and consent to ratification January 16, 1861*

*Ratified by Costa Rica January 16, 1861*

*Senate advice and consent to exchange of ratifications March 12, 1861*<sup>1</sup>

*Ratified by the President of the United States November 7, 1861*

*Ratifications exchanged at Washington November 9, 1861*

*Entered into force November 9, 1861*

*Proclaimed by the President of the United States November 11, 1861*

*Terminated in March 1873 upon final payment of awards*

12 Stat. 1135; Treaty Series 63<sup>2</sup>

The United States of America and the Republic of Costa Rica, desiring to adjust the claims of citizens of said States, against Costa Rica, in such a manner as to cement the good understanding and friendly relations now happily subsisting between the two Republics, have resolved to settle such claims by means of a Convention; and, for that purpose, appointed and conferred full powers, respectively, to wit:

The President of the United States on Alexander Dimitry, Minister Resident of said United States in the Republic of Costa Rica, and His Excellency, the Constitutional President of said Republic of Costa Rica, on Manuel José Carazo and Francisco Maria Iglesias, who, upon an exchange of their plenary powers, which were found in good and proper form, have agreed to the following Articles:

### ARTICLE I

It is agreed that all claims of Citizens of the United States upon the government of Costa Rica, arising from injuries to their persons, or damages to their property, under any form whatsoever, through the action of Authorities of the Republic of Costa Rica, statements of which, soliciting the interposition of the government of the United States, have been presented to the Department of State at Washington, or to the diplomatic agents of said United

<sup>1</sup> On Mar. 12, 1861, the Senate gave its advice and consent to exchange of ratifications at "such time as may be convenient to the Plenipotentiaries of the respective parties thereto, the limitations contained in the ninth Article thereof to the contrary notwithstanding."

<sup>2</sup> For a detailed study of this convention, see 8 Miller 469.

States at San José of Costa Rica, up to the date of the signature of this Convention, shall, together with the documents in proof, on which they may be founded, be referred to a Board of Commissioners, consisting of two members, who shall be appointed in the following manner: one, by the government of the United States of America, and one by the government of the Republic of Costa Rica:— *Provided*, however, that no claim of any citizen of the United States, who may be proved to have been a belligerent during the occupation of Nicaragua by the troops of Costa Rica, or the exercise of authority, by the latter, within the territory of the former, shall be considered as one proper for the action of the Board of Commissioners herein provided for.

In case of the death, absence, or incapacity, of either Commissioner, or in the event of either Commissioner's omitting, or ceasing, to act; the government of the United States of America, or that of the Republic of Costa Rica, respectively, or the Minister of the latter, in the United States, acting by its direction, shall forthwith proceed to fill the vacancy thus occasioned.

## ARTICLE II

The Commissioners, so named, shall meet at the City of Washington, within ninety days from the exchange of the ratifications of this Convention; and before proceeding to business, they shall, each of them, exhibit a solemn oath, made and subscribed before a competent authority, that they will carefully examine into, and impartially decide, according to the principles of justice and of equity, and to the stipulations of treaty, upon all the claims laid before them, under the provisions of this Convention, by the government of the United States, and in accordance with such evidence as shall be submitted to them on the part of said United States and of the Republic of Costa Rica, respectively. And their oath to such effect shall be entered upon the record of their proceedings.

Said Commissioners shall then proceed to name an Arbitrator, or Umpire, to decide upon any case or cases, concerning which they may disagree, or upon any point or points of difference, which may arise in the course of their proceedings. And if they cannot agree in the selection, the Arbitrator or Umpire shall be appointed by the Minister of His Majesty the King of the Belgians, to the United States, whom the two high contracting parties shall invite to make such appointment, and whose selection shall be conclusive on both parties.

## ARTICLE III

The Arbitrator, or Umpire, being appointed, the Commissioners shall, without delay, proceed to examine and determine the claims which may be presented to them, under the provisions of this Convention, by the government of the United States, as stated in the preceding Article; and they shall

hear, if required, one person in behalf of each government, on every separate claim.

Each government shall furnish, upon request of either of the Commissioners, such papers in its possession as may be deemed important to the just determination of any claims of citizens of the United States, referred to the Board, under the provisions of the First Article.

In cases,—whether touching injuries to the person, limb or life of any said citizens, or damages committed, as stipulated, in the First Article, against their property,—in which the Commissioners may agree to award an indemnity, they shall determine the amount to be paid. In cases, in which said Commissioners cannot agree, the points of difference shall be referred to the Arbitrator, or Umpire, before whom each of the Commissioners may be heard, and his decision shall be final.

#### ARTICLE IV

The Commissioners shall issue certificates of the sums to be paid to the claimants, respectively, whether by virtue of the awards agreed to between themselves, or of those made by them, in pursuance of decisions of the Arbitrator, or Umpire; and the aggregate amount of said sums, decreed by the certificates of award, made by the Commissioners, in either manner above indicated, and of the Sums also accruing from Such certificates of award as the Arbitrator, or Umpire, may, under the authority hereinafter conferred by the Seventh Article, have made and issued, with the rate of interest stipulated in the present Article, in favor of any claimant, or claimants, shall be paid to the government of the United States, in the City of Washington, in equal semi-annual instalments. It is, however, hereby agreed, by the contracting parties, that the payment of the first instalment shall be made eight months from the termination of the labors of the Commission; and, after such first payment, the second, and each succeeding, one shall be made semi-annually, counting from the date of the first payment; and the whole payment of such aggregate amount, or amounts, shall be perfected within the term of ten years from the termination of said Commission; and each of said Sums shall bear interest (also payable semi-annually) at the rate of six per cent. per annum from the day, on which the awards, respectively, will have been decreed.

To meet these payments, the government of the Republic of Costa Rica hereby specially appropriates fifty per cent. of the net proceeds of the revenues, arising from the Customs of the said Republic; but if such appropriation should prove insufficient to make the payments as above stipulated, the government of said Republic binds itself to provide other means for that purpose.

## ARTICLE V

The Commission herein provided shall terminate its labors in nine months from, and including, the day of its organization. They shall keep an accurate record of all their proceedings, and they may appoint a Secretary, versed in the Knowledge of the English and of the Spanish languages, to assist in the transaction of their business. And, for the conduct of such business, they are hereby authorized to make all necessary and lawful rules.

## ARTICLE VI

The proceedings of this Commission shall be final and conclusive with respect to all the claims of citizens of the United States, which, having accrued prior to the date of this Convention, may be brought before it for adjustment; and the United States agree for ever to release the government of the Republic of Costa Rica, from any farther accountability for claims, which shall be rejected, either by the board of Commissioners, or by the Arbitrator, or Umpire aforesaid; or for such as, being allowed by either the Board or the Umpire, the government of Costa Rica shall have provided for and satisfied in the manner agreed upon in the Fourth Article.

## ARTICLE VII

In the event, however, that upon the termination of the labors of said Commission stipulated for in the Fifth Article of this Convention, any case, or cases, should be pending before the Umpire and awaiting his decision; it is hereby understood and agreed, by the two contracting parties, that, though the Board of Commissioners may, by such limitation, have terminated their action, said Umpire is hereby authorized and empowered to proceed to make his decision, or award, in such case, or cases, pending as aforesaid; and upon his certificate thereof, in each case, transmitted to each of the two governments, mentioning the amount of indemnity, if such shall have been allowed by him—together with the rate of interest specified by the Fourth Article—such decision or award shall be taken and held to be binding and conclusive, and it shall work the same effect as though it had been made by both the Commissioners under their own agreement, or by them upon decision of the case, or of the cases, respectively, pronounced by the Umpire of said Board, during the period prescribed for its sessions: *Provided*, however, that a decision on every case, that may be pending at the termination of the labors of the Board, shall be given by the Umpire within sixty days from their final adjournment; and that, at the expiration of the said sixty days, the authority and power, hereby granted to said Umpire, shall cease.

## ARTICLE VIII

Each government shall pay its own Commissioner; but the Umpire, as well as the incidental expenses of the Commission, including the defrayal of the

services of a Secretary, who may be appointed under the Fifth Article, shall be paid one-half by the United States and the other half by the Republic of Costa Rica.

#### ARTICLE IX

The present Convention shall be approved and ratified by the President of the United States of America, by and with the advice and consent of the Senate of the said States; and by the President of the Republic of Costa Rica with the consent and approbation of the Supreme Legislative Power of said Republic; and the ratifications shall be exchanged in the City of Washington within the space of eight months from the date of the signature hereof, or sooner if possible.<sup>3</sup>

In faith whereof, and by virtue of our respective full powers, we, the Undersigned, have signed the present Convention, in duplicate, and have hereunto affixed our seals.

Done at the City of San José, on the second day of July, in the year one thousand, eight hundred and sixty; and in the eighty-fourth year of the independence of the United States of America, and of the independence of Costa Rica the thirty-ninth.

ALEX <sup>r</sup> DIMITRY	[SEAL]
MANUEL J. CARAZO	[SEAL]
FRAN <sup>co</sup> M. IGLESIAS	[SEAL]

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<sup>3</sup> See footnote 1, p. 1019.

# CONSTRUCTION OF AN INTEROCEANIC CANAL BY WAY OF LAKE NICARAGUA

*Protocol signed at Washington December 1, 1900*  
*Entered into force December 1, 1900*

Treaty Series 64

## PROTOCOL OF AN AGREEMENT BETWEEN THE GOVERNMENTS OF THE UNITED STATES AND OF COSTA-RICA IN REGARD TO FUTURE NEGOTIA- TIONS FOR THE CONSTRUCTION OF AN INTER-OCEANIC CANAL BY WAY OF LAKE NICARAGUA

It is agreed between the two Governments that when the President of the United States is authorized by law to acquire control of such portion of the territory now belonging to Costa Rica as may be desirable and necessary on which to construct and protect a canal of depth and capacity sufficient for the passage of vessels of the greatest tonnage and draft now in use, from a point near San Juan del Norte on the Caribbean Sea, via Lake Nicaragua to Brito on the Pacific Ocean, they mutually engage to enter into negotiations with each other to settle the plan and the agreements, in detail, found necessary to accomplish the construction and to provide for the ownership and control of the proposed canal.

As preliminary to such future negotiations it is forthwith agreed that the course of said canal and the terminals thereof shall be the same that were stated in a treaty signed by the Plenipotentiaries of the United States and Great Britain on February 5, 1900,<sup>1</sup> and now pending in the Senate of the United States for confirmation, and that the provisions of the same shall be adhered to by the United States and Costa Rica.

In witness whereof, the undersigned have signed this protocol and have hereunto affixed their seals.

Done in duplicate at Washington this first day of December, 1900.

JOHN HAY	[SEAL]
J. B. CALVO	[SEAL]

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<sup>1</sup> Unperfected; for text see 1901 For. Rel. 241.



## ARBITRATION

*Convention signed at Washington January 13, 1909*

*Senate advice and consent to ratification January 20, 1909*

*Ratified by the President of the United States March 1, 1909*

*Ratified by Costa Rica June 28, 1909*

*Ratifications exchanged at Washington July 20, 1909*

*Entered into force July 20, 1909*

*Proclaimed by the President of the United States July 21, 1909*

*Extended by agreement of March 16, 1914<sup>1</sup>*

*Expired July 20, 1919*

36 Stat. 2175; Treaty Series 530

The Government of the United States of America, signatory of The Hague Convention for the Pacific Settlement of International Disputes, concluded at The Hague on July 29, 1899,<sup>2</sup> and the Government of the Republic of Costa Rica, being desirous of referring to arbitration all questions which they shall consider possible to submit to such treatment;

Taking into consideration that by Article XXVI of the said Convention the jurisdiction of the Permanent Court of Arbitration established at The Hague by that Convention may, within the conditions laid down in the regulations, be extended to disputes between signatory powers and non-signatory powers, if the Parties are agreed on recourse to that Tribunal;

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, 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 604, *post*, p. 1032.

<sup>2</sup> TS 392, *ante*, vol. 1, p. 230.

## 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 Costa Rica 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 Costa Rica 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 13th day of January, in the year one thousand nine hundred and nine.

ELIHU ROOT	[SEAL]
J. B. CALVO	[SEAL]

## NATURALIZATION OF CITIZENS RENEWING RESIDENCE IN COUNTRY OF ORIGIN

*Convention signed at San José June 10, 1911*

*Ratified by Costa Rica August 5, 1911*

*Senate advice and consent to ratification February 14, 1912*

*Ratified by the President of the United States March 29, 1912*

*Ratifications exchanged at San José May 9, 1912*

*Entered into force May 9, 1912*

*Proclaimed by the President of the United States June 6, 1912*

37 Stat. 1603; Treaty Series 570

### CONVENTION TO FIX THE CONDITION OF NATURALIZED CITIZENS WHO RENEW THEIR RESIDENCE IN COUNTRY OF THEIR ORIGIN

The President of the United States of America and the President of the Republic of Costa Rica, desiring to regulate the citizenship of those persons who emigrate from the United States of America to Costa Rica and from Costa Rica to the United States of America, have resolved to conclude a convention on this subject and for that purpose have appointed their plenipotentiaries to conclude a convention, that is to say: the President of the United States of America, G. L. Monroe, Jr. Chargé d'Affaires ad interim of the United States at Costa Rica, and the President of Costa Rica señor Licenciado don Manuel Castro Quesada, Minister for Foreign Affairs, who have agreed to and signed the following articles:

#### ARTICLE I

Citizens of the United States who may or shall have been naturalized in Costa Rica, upon their own application or by their own consent, will be considered by the United States as citizens of the Republic of Costa Rica. Reciprocally, Costa Ricans who may or shall have been naturalized in the United States upon their own application or with their own consent, will be considered by the Republic of Costa Rica citizens of the United States.

#### ARTICLE II

If a Costa Rican, naturalized in the United States of America, renews his residence in Costa Rica without intent to return to the United States, he may

be held to have renounced his naturalization in the United States. Reciprocally, if a citizen of the United States, naturalized in Costa Rica, renews his residence in the United States, without intent to return to Costa Rica, he may be presumed to have renounced his naturalization in Costa Rica.

The intent not to return may be held to exist when the person naturalized in the one country, resides more than two years in the other country, but this presumption may be destroyed by evidence to the contrary.

### ARTICLE III

It is mutually agreed that the definition of the word "citizen" as used in this convention, shall be held to mean a person to whom nationality of the United States or Costa Rica attaches.

### ARTICLE IV

A recognized citizen of the one party, returning to the territory of the other, remains liable to trial and legal punishment for an action punishable by the laws of his original country and committed before his emigration; but not for the emigration itself, saving always the limitation established by the laws of his original country, and any other remission of liability to punishment.

### ARTICLE V

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

### ARTICLE VI

The present convention shall go into effect immediately on the exchange of ratifications, and in the event of either party giving the other notice of its intention to terminate the convention it shall continue to be in effect for one year more, to count from the date of such notice.

The present convention shall be submitted to the approval and ratification of the respective appropriate authorities of each of the contracting parties, and the ratifications shall be exchanged at San José or Washington within twenty-four months of the date hereof.

Signed at the city of San José on the 10th day of June one thousand nine hundred and eleven.

G. L. MONROE JR.	[SEAL]
MANUEL CASTRO QUESADA	[SEAL]

## ADVANCEMENT OF PEACE

*Treaty signed at Washington February 13, 1914*

*Ratified by Costa Rica July 25, 1914*

*Senate advice and consent to ratification August 13, 1914*

*Ratified by the President of the United States November 11, 1914*

*Ratifications exchanged at Washington November 12, 1914*

*Entered into force November 12, 1914*

*Proclaimed by the President of the United States November 13, 1914*

*Superseded June 13, 1925, by convention of February 7, 1923*<sup>1</sup>

38 Stat. 1856; Treaty Series 603

The United States of America and the Republic of Costa Rica, 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 Costa Rica, Señor Don Joaquin Bernardo Calvo, Envoy Extraordinary and Minister Plenipotentiary of Costa Rica 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

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.

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<sup>1</sup> TS 717, *ante*, vol. 2, p. 387.

## ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, 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, 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 Costa Rica, with the approval of the Congress 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.

In witness whereof, the respective plenipotentiaries have signed the present treaty and have affixed thereunto their seals.

Done in Washington on the 13th day of February, in the year of our Lord nineteen hundred and fourteen.

WILLIAM JENNINGS BRYAN	[SEAL]
J. B. CALVO	[SEAL]



## ARBITRATION

*Agreement signed at Washington March 16, 1914, extending agreement of January 13, 1909*

*Senate advice and consent to ratification March 25, 1914*

*Ratified by the President of the United States April 23, 1914*

*Ratified by Costa Rica July 23, 1914*

*Ratifications exchanged at Washington November 12, 1914*

*Entered into force November 12, 1914*

*Proclaimed by the President of the United States November 13, 1914*

*Expired July 20, 1919*

38 Stat. 1860; Treaty Series 604

The Government of the United States of America and the Government of Costa Rica, being desirous of extending the period of five years during which the Arbitration Convention concluded between them on January 13, 1909,<sup>1</sup> is to remain in force, which period is about to expire, have authorized the undersigned, to wit: The Honorable William Jennings Bryan, Secretary of State of the United States, and Señor Don Joaquín Bernardo Calvo, Envoy Extraordinary and Minister Plenipotentiary of Costa Rica at Washington, to conclude the following agreement:

### ARTICLE I

The Convention of Arbitration of January 13, 1909, between the Government of the United States of America and the Government of Costa Rica, the duration of which by Article III thereof was fixed at a period of five years from the date of the exchange of ratifications, which period will terminate on July 20, 1914, is hereby extended and continued in force for a further period of five years from July 20, 1914.

### 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 the President of Costa Rica, in accordance with the Constitution and laws thereof, 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, in the English and Spanish languages, this 16th day of March, one thousand nine hundred and fourteen.

WILLIAM JENNINGS BRYAN	[SEAL]
J. B. CALVO	[SEAL]

<sup>1</sup> TS 530, *ante*, p. 1025.

## EXTRADITION

*Treaty and exchange of notes signed at San José November 10, 1922  
Senate advice and consent to ratification, with an understanding, Feb-  
ruary 8, 1923*<sup>1</sup>

*Ratified by Costa Rica March 7, 1923*

*Ratified by the President of the United States, with an understanding,  
April 11, 1923*<sup>1</sup>

*Ratifications exchanged at San José April 27, 1923*

*Entered into force April 27, 1923*

*Proclaimed by the President of the United States May 3, 1923*

43 Stat. 1621; Treaty Series 668

### TREATY

The Republics of the United States of America and of Costa Rica, desiring to assure the prompt and efficient action of justice in punishing delinquents who attempt to escape the penalty prescribed by the Laws of one country by taking refuge in the other, have resolved to conclude a Treaty of Extradition. For that purpose they have named as their respective Plenipotentiaries:

The President of the United States of America, Mr. Roy Tasco Davis, Envoy Extraordinary and Minister Plenipotentiary of the United States of America in Costa Rica; and

The President of the Republic of Costa Rica, the Secretary of State in the Office of Foreign Relations, señor José Andrés Coronado Alvarado;

Who, after having mutually communicated their full powers, and they being found in good and due form, have stipulated as follows:

### ARTICLE I

It is agreed that the Government of the United States of America and the Government of Costa Rica shall, upon mutual requisition duly made as

<sup>1</sup> The U.S. understanding reads as follows:

"That it is agreed by the United States that no person charged with crime shall be extradited from Costa Rica upon whom the death penalty can be inflicted for the offense charged by the laws of the jurisdiction in which the charge is pending, and that this agreement on the part of the United States will be mentioned in the ratifications of the treaty and will, in effect, form part of the treaty."

herein provided deliver up to justice any person who may be charged with, or may have been convicted of any of the crimes specified in Article II of this Convention committed within the jurisdiction of one of the Contracting Parties while said person was actually within such jurisdiction when the crime was committed, and who shall seek an asylum or shall be found within the territories of the other, provided that such surrender shall take place only upon such evidence of criminality, as according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offense had been there committed.

## ARTICLE II

Persons shall be delivered up according to the provisions of this Convention, who shall have been charged with or convicted of any of the following crimes:

1. Murder, comprehending the crimes designated by the terms of parricide, assassination, manslaughter, when voluntary, poisoning or infanticide, as well as the attempt to commit these crimes.

2. Rape, abortion, carnal knowledge of children under the age of twelve years.

3. Bigamy.

4. Arson.

5. Willfull and unlawful destruction or obstruction of railroads, which endangers human life.

6. Crimes committed at sea:

- (a) Piracy, as commonly known and defined by the laws 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.

7. 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.

8. 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.

9. 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.

10. Forgery or the utterance of forged papers.

11. The forgery or falsification of the official acts of the Government or public authority, including Courts of Justice, or the uttering or fraudulent use of any of the same.

12. 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.

13. Embezzlement or criminal malversation committed within the jurisdiction of one or the other party by public officers or depositaries, where the amount embezzled exceeds two hundred dollars (or Costa Rican equivalent).

14. Embezzlement by any person or persons hired, salaried or employed, to the detriment of their employers or principals, when the crime or offense is punishable by imprisonment or other corporal punishment by the laws of both countries, and where the amount embezzled exceeds two hundred dollars (or Costa Rican equivalent).

15. 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.

16. Larceny, defined to be the theft of effects, personal property, or money, of the value of twenty-five dollars, or more, (or Costa Rican equivalent).

17. Obtaining money, valuable securities or other property by false pretenses or receiving any money, valuable securities or other property knowing the same to have been unlawfully obtained, where the amount of money or the value of the property so obtained or received exceeds two hundred dollars (or Costa Rican equivalent).

18. Perjury or subornation of perjury.

19. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any Company or Corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds two hundred dollars (or Costa Rican equivalent).

20. Crimes and offenses against the laws of both countries for the suppression of slavery and slave trading.

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 President of either of the signatory Republics, shall not be deemed sufficient to sustain that such a crime or offense was of a political character, or was an act connected with crimes or offenses of a political character.

## ARTICLE IV

No person shall be tried for any crime or offense other than that for which he was surrendered.

## ARTICLE V

A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, according to the laws of the place within the jurisdiction of which the crime was committed, the criminal is exempt from prosecution or punishment for the offense for which the surrender is asked.

## ARTICLE VI

If a fugitive criminal whose surrender may be claimed pursuant to the stipulations hereof, be actually under prosecution out on bail or in custody, for a crime or offense committed in the country where he has sought asylum, or shall have been convicted thereof, his extradition may be deferred until such proceedings be determined, and, until he shall have been set at liberty in due course of law.

## ARTICLE VII

If a fugitive criminal claimed by one of the parties hereto, shall be also claimed by one or more powers pursuant to treaty provisions, on account of crimes committed within their jurisdiction, such criminal shall be delivered to that State whose demand is first received.

## ARTICLE VIII

Under the stipulations of this Convention, neither of the Contracting Parties shall be bound to deliver up its own citizens or subjects. In each Republic, according to their respective laws, shall the citizenship of the delinquent be determined.

## ARTICLE IX

The expense of the arrest, detention, examination and transportation of the accused shall be paid by the Government which has preferred the demand for extradition.

## ARTICLE X

Everything found in the possession of the fugitive criminal at the time of his arrest, whether being the proceeds of the crime or offense, or which may be material as evidence in making proof of the crime, shall, so far as practicable, according to the laws of either of the Contracting Parties, be delivered up with his person at the time of the surrender. Nevertheless, the rights of a third party with regard to the articles aforesaid, shall be duly respected.

## ARTICLE XI

The stipulations of this Convention shall be applicable to all territory, whatever may be its situation, belonging to one or the other of the Contracting Parties or which may be occupied and under the jurisdiction of the same.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the Contracting Parties. In the event of the absence of such Agents from the country or its seat of Government, requisition may be made by superior Consular officers.

It shall be competent for such Diplomatic or superior Consular officers to ask and obtain a mandate or preliminary warrant of arrest for the person whose surrender is sought, whereupon the judges and magistrates of the two Governments shall respectively have power and authority, upon complaint made under oath, to issue a warrant for the apprehension of the person charged, in order that he or she may be brought before such judge or magistrate, that the evidence of criminality may be heard and considered; and if, on such hearing, the evidence be deemed sufficient to sustain the charge, it shall be the duty of the examining judge or magistrate to certify the same to the proper executive authority, that a warrant may issue for the surrender of the fugitive.

If the fugitive criminal shall have been convicted of the crime for which his surrender is asked, a copy of the sentence of the Court before which such conviction took place, duly authenticated, shall be produced. If, however, the fugitive is merely charged with crime, a duly authenticated copy of the warrant of arrest in the country where the crime was committed, and of the depositions upon which such warrant may have been issued, shall be produced, with such other evidence or proof as may be deemed competent in the case.

## ARTICLE XII

If when a person accused shall have been arrested in virtue of the mandate or preliminary warrant of arrest, issued by the competent authority as pro-

vided 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 herein before provided, it shall appear that the mandate or preliminary warrant of arrest has been issued in pursuance of a request or declaration received by telegraph from the Government asking for the extradition, it shall be competent for the judge or magistrate at his discretion to hold the accused for a period not exceeding two months, so that the demanding Government may have opportunity to lay before such judge or magistrate legal evidence of the guilt of the accused, and if at the expiration of said period of two months, such legal evidence shall not have been produced before such judge or magistrate, the person arrested shall be released, provided that the examination of the charges preferred against such accused person shall not be actually going on.

### ARTICLE XIII

In every case of a request made by either of the two Contracting Parties for the arrest, detention or extradition of fugitive criminals, the legal officers or fiscal ministry of the country where the proceedings of extradition are had, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every legal means within their or its power; and no claim whatever for compensation for any of the services so rendered shall be made against the Government demanding the extradition, provided, however, that any officer or officers of the surrendering Government so giving assistance, who shall, in the usual course of his or their duty, receive no salary or compensation other than specific fees for services performed, shall be entitled to receive from the Government demanding the extradition the customary fees for the acts or services performed by them, in the same manner and to the same amount as though such acts or services had been performed in ordinary criminal proceedings under the laws of the country of which they are officers.

### ARTICLE XIV

This treaty must be submitted for approval in the form prescribed by the laws of the two countries and shall take effect from the day of the exchange of the ratifications thereof; but either Contracting Party may at any time terminate it on giving to the other six months notice of its intention to do so.

The ratifications shall be exchanged in San José of Costa Rica or in Washington as soon as possible.

In witness whereof the respective Plenipotentiaries have signed the above articles, and have hereunto affixed their seals.

Done in duplicate, at the city of San José De Costa Rica this tenth day of November one thousand nine hundred and twenty two.

ROY TASCO DAVIS	[SEAL]
J. A. CORONADO	[SEAL]



## EXCHANGE OF NOTES

*The Secretary of State for Foreign Affairs to the American Minister*

[TRANSLATION]

REPUBLIC OF COSTA RICA  
DEPARTMENT OF FOREIGN RELATIONS  
No. 333, B

*San José, November 10, 1922*

MR. MINISTER:

I have the honor to inform Your Excellency that I have received instructions from the President of the Republic to declare on the part of the Government of Costa Rica, with reference to the extradition treaty that Your Excellency and the undersigned have just signed, that it is understood that the Government of the United States of America gives assurance that the death sentence will not be passed upon criminals surrendered by Costa Rica to the United States of America for any one of the crimes enumerated in the said treaty, and that that assurance will form an effective part of the treaty and that it will be so mentioned in its ratification.

I avail myself of this opportunity to renew to Your Excellency the assurance of my most distinguished consideration.

J. A. CORONADO

The Most Excellent Mr. ROY T. DAVIS,  
*Envoy Extraordinary and*  
*Minister Plenipotentiary of*  
*the United States of America,*  
*San Jose.*

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*The American Minister to the Secretary of State for Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

No. 63

*San José, Costa Rica, November 10, 1922*

EXCELLENCY:

In signing today with the Secretary of State for Foreign Affairs of the Republic of Costa Rica the extradition treaty which was negotiated between the Government of the United States and that of Costa Rica, the undersigned Envoy Extraordinary and Minister Plenipotentiary of the United States of America has the honor to acknowledge and to take cognizance of the note of the Secretary of State for Foreign Affairs of this day's date, stating that he desires to place on record, on behalf of the Costa Rican Government, its understanding that the Government of the United States assures that the death penalty will not be enforced against criminals delivered by Costa Rica to the United States for any of the crimes enumerated in the said treaty,

and that such assurance is, in effect, to form part of the treaty and will be so mentioned in the ratifications of the treaty.

In order to make this assurance in the most effective manner possible, it is agreed by the United States, that no person charged with crime shall be extraditable from Costa Rica upon whom the death penalty can be inflicted for the offense charged by the laws of the jurisdiction in which the charge is pending.

This agreement on the part of the United States will be mentioned in the ratifications of the treaty and will in effect form part of the treaty.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest and most distinguished consideration.

ROY T. DAVIS

His Excellency

Señor don JOSÉ ANDRÉS CORONADO,

*Secretary of State for Foreign Affairs, Etc., Etc., Etc.,  
San Jose.*

## COMMERCIAL TRAVELERS

*Convention and protocol signed at San José March 31, 1924*

*Senate advice and consent to ratification May 19, 1924*

*Ratified by the President of the United States June 3, 1924*

*Ratified by Costa Rica June 24, 1924*

*Ratifications exchanged at San José June 24, 1924*

*Entered into force June 24, 1924*

*Proclaimed by the President of the United States June 26, 1924*

43 Stat. 1765; Treaty Series 688

### CONVENTION CONCERNING COMMERCIAL TRAVELERS

The United States of America and the Republic of Costa Rica, 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, Mr. Roy T. Davis, Envoy Extraordinary and Minister Plenipotentiary of the United States in Costa Rica, and the President of Costa Rica, Professor don Miguel Obregón Lizano, Minister of Public Education in charge of the Portfolio of Foreign Relations of Costa Rica, 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 convention, 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 despatch of samples.

## ARTICLE VII

Pedlers and other salesmen who vend directly to the consumer, even though they have not an established place of business in the country in which they operate, shall not be considered as commercial travelers, but shall be subject to the license fees levied on business of the kind which they carry on.

## ARTICLE VIII

No license shall be required of:

- a) Persons traveling only to study trade and its needs, even though they initiate commercial relations, provided they do not make sales of merchandise.
- b) Persons operating through local agencies which pay the license fee or other imposts to which their business is subject.
- c) Travelers who are exclusively buyers.

## ARTICLE IX

Any concessions affecting any of the provisions of the present convention that may hereafter be granted by either high contracting party, either by law or by treaty or convention, shall immediately be extended to the other party.

## ARTICLE X

This convention shall be ratified; and the ratifications shall be exchanged at Washington or San José 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 San José, Costa Rica, this thirty-first day of March, one thousand nine hundred and twenty-four.

ROY T. DAVIS [SEAL]

M. OBREGÓN L. [SEAL]

## PROTOCOL

For the better fulfillment of the provisions of the convention concerning Commercial Travelers, signed today, the undersigned Mr. Roy T. Davis, Envoy Extraordinary and Minister Plenipotentiary of the United States of America, and Profesor don Miguel Obregón Lizano, Minister of Public Education in charge of the Portfolio of Foreign Relations of Costa Rica, representing their respective countries, have agreed as follows:

## ARTICLE I

Regulations governing the renewal and transfer of licenses, and the imposition of fines and other penalties for any misuse of licenses, may be made by either of the High Contracting Parties whenever advisable, within the terms of the present convention, and without prejudice to the rights defined therein.

If such regulations should permit the renewal of licenses, the corresponding fee will not be greater than that charged for the original license.

If such regulations should permit the transfer of licenses, upon satisfactory proof that transferee or assignee is in every sense the true successor of the original licensee, and can furnish a certificate of identification similar to

that furnished by the said original licensee, he will be allowed to operate as a commercial traveler pending the arrival of the new certificate of identification, but the cancellation of the bond for the samples shall not be effected before the arrival of the said certificate.

## ARTICLE II

It is the citizenship of the firm that the commercial traveler represents, and not his own, that governs the issuance to him of a certificate of identification.

In order to obtain practical results, the High Contracting Parties agree to empower the local customs officials to issue the said licenses upon surrender of the certificate of identification and authenticated list of samples, acting as deputies of the central office constituted for the issuance and regulation of licenses. The said customs officials shall immediately transmit the appropriate documentation to the said central office, to which the licensee shall thereafter give due notice of his intention to ask for the renewal or transfer of his license, if these acts be allowable, or cancellation of his bond, upon his departure from the country. Due notice in this connection will be regarded as the time required for the exchange of correspondence in the normal mail schedules, plus five business days for purposes of official verification and registration.

## ARTICLE III

It is understood that the traveler will not engage in the sale of other articles than those embraced by his lines of business; that is to say, he may sell his samples, thus incurring an obligation to pay the customs duties thereupon, but he may not sell other articles brought with him or sent to him, which are not reasonably and clearly representative of the kind of business he purports to represent.

## ARTICLE IV

Advertising matter brought by commercial travelers in appropriate quantities shall be treated as samples without commercial value. Objects having a depreciated commercial value because of adaptation for purposes of advertisement, and intended for gratuitous distribution, shall, when introduced in reasonable quantities, also be treated as samples without commercial value. It is understood, however, that this prescription shall be subject to the customs laws of the respective countries.

## ARTICLE V

If the original license were issued for a period longer than six months, or if the license be renewed, the bond for the samples will be correspondingly extended. It is understood, however, that this prescription shall be subject to the customs laws of the respective countries.

## ARTICLE VI

Samples accompanying the commercial traveler will be despatched as a portion of his personal baggage; and those arriving after him will be given precedence over ordinary freight.

IN WITNESS WHEREOF the respective plenipotentiaries have signed this Protocol and have affixed their seals.

Done in duplicate, in English and Spanish, at San José, Costa Rica, this thirty-first day of March, one thousand nine hundred and twenty-four.

ROY T. DAVIS [SEAL]

M. OBREGÓN L. [SEAL]



## WAIVER OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at San José June 29, 1925*

*Entered into force July 25, 1925*

Department of State files

*The American Minister to the Secretary of State for Foreign Affairs*

SAN JOSÉ, COSTA RICA

*June 29, 1925*

No. 264

### EXCELLENCY:

I have the honor to communicate to Your Excellency my understanding of the agreement reached through recent conversations held at the Secretariat of Foreign Relations at San José, Costa Rica, between representatives of the Governments of the United States of America and of the Republic of Costa Rica, with reference to the elimination of fees for visaing passports of non-immigrant citizens of the United States desiring to visit Costa Rica, and non-immigrant citizens of Costa Rica desiring to visit the United States. My understanding of this agreement is as follows:

The Government of the United States will, from the 25th of July, 1925, collect no fee for visaing passports or executing applications therefor in the case of citizens or subjects of Costa Rica desiring to visit the United States (including the insular possessions) who are not "immigrants" as defined in the Immigration Act of the United States of 1924; namely: "(1) a Government official, his family, attendants, servants, and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation;" and from the same date the Government of Costa Rica will collect no fees for visaing passports or executing applications therefor, in the case of non-immigrant

citizens of the United States, of like classes, desiring to visit Costa Rica or its possessions.

I shall be glad to have Your Excellency's confirmation of the accord thus reached.

I avail myself of this occasion to renew to Your Excellency the assurance of my highest consideration.

ROY T. DAVIS

His Excellency

SEÑOR J. R. ARGÜELLO DE VARS

*Minister of Foreign Affairs  
of Costa Rica.*

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*Secretary of State for Foreign Affairs to the American Minister*

[TRANSLATION]

REPUBLIC OF COSTA RICA  
SECRETARIAT OF FOREIGN AFFAIRS

No. 146, B

SAN JOSÉ, June 29, 1925

MR. MINISTER:

I have the honor to reply as to my understanding of Your Excellency's esteemed note No. 264 of this date, relative to the agreement at which Your Excellency and I have arrived in conversations recently held in this Secretariat of State, regarding the elimination of fees for the visa of passports of non-immigrant Costa Rican citizens who desire to visit the United States, and of passports of non-immigrant North American citizens who desire to visit Costa Rica.

Said understanding is identical with that set forth in the above mentioned note, which reads as follows:

[For terms of understanding, see second paragraph of U.S. note, above.]

I avail myself of this occasion to renew to Your Excellency the testimony of my most distinguished consideration.

J. R. ARGÜELLO DE VARS

His Excellency

MR. ROY T. DAVIS,

*Envoy Extraordinary and  
Minister Plenipotentiary of  
the United States of America.  
San José.*

## RECIPROCAL TRADE

*Agreement signed at San José November 28, 1936*<sup>1</sup>

*Proclaimed by Costa Rica July 2, 1937*

*Proclaimed by the President of the United States July 3, 1937*

*Entered into force August 2, 1937*

*Terminated June 1, 1951, by agreement of April 3, 1951*<sup>2</sup>

50 Stat. 1582; Executive Agreement Series 102

### TRADE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF COSTA RICA

The President of the United States of America and the President of the Republic of Costa Rica, desiring to strengthen the traditional bonds of friendship between the two countries by maintaining the principle of equality of treatment as the basis of commercial relations and by granting mutual and reciprocal advantages for the promotion of trade, have decided to conclude a trade agreement and for that purpose have appointed their Plenipotentiaries as follows:

The President of the United States of America: Leo R. Sack, Envoy Extraordinary and Minister Plenipotentiary to Costa Rica.

The President of the Republic of Costa Rica: his Secretary of the Interior, Acting Secretary of Foreign Relations, Licentiate Luis Fernández Rodríguez.

Who, after 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 annexed to this Agreement<sup>1</sup> and made a part thereof, shall, on their importation into the Republic of Costa Rica, 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

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<sup>1</sup> For schedules annexed to agreement, see 50 Stat. 1595 or p. 15 of EAS 102.

<sup>2</sup> 2 UST 841; TIAS 2237.

importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the Republic of Costa Rica in force on the day of the signature of this Agreement.

## ARTICLE II

Articles the growth, produce or manufacture of the Republic of Costa Rica, enumerated and described in Schedule II annexed to this Agreement and made a part thereof, shall, on their importation into the United States of America, be exempt from ordinary customs duties in excess of those set forth in the said Schedule. The said articles shall also be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on the day of the signature of this Agreement or required to be imposed thereafter under laws of the United States of America in force on the day of the signature of this Agreement.

## ARTICLE III

The United States of America and the Republic of Costa Rica agree that the notes included in Schedules I and II, respectively, are hereby given force and effect as integral parts of this Agreement.

## ARTICLE IV

Articles the growth, produce or manufacture of the United States of America, or the Republic of Costa Rica, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions, other or higher than those payable on like articles of national origin or any other foreign origin.

## ARTICLE V

In respect of articles the growth, produce or manufacture of the United States of America or the Republic of Costa Rica, enumerated and described in Schedules I and II, respectively, imported into the other country, on which *ad valorem* rates of duty or duties based upon or regulated in any manner by value, are or may be assessed, it is understood and agreed that the bases and methods of determining dutiable value and of converting currencies shall be no less favorable to importers than the bases and methods prescribed under laws and regulations of the Republic of Costa Rica and the United States of America, respectively, in force on the day of the signature of this Agreement.

## ARTICLE VI

1. The Republic of Costa Rica will not impose any prohibition, import or customs quotas, import licenses or any other form of quantitative regulation, whether or not operated in connection with any agency of centralized con-

trol, on the importation or sale of any article the growth, produce or manufacture of the United States of America, enumerated and described in Schedule I, nor will the United States of America impose any prohibition, import or customs quotas, import licenses or any other form of quantitative regulation, whether or not operated in connection with any agency of centralized control, on the importation or sale of any article the growth, produce or manufacture of the Republic of Costa Rica, enumerated and described in Schedule II.

2. The foregoing provision shall not apply to:

(a) Prohibitions or restrictions (1) imposed on moral or humanitarian grounds; (2) designed to protect human, animal or plant life; (3) relating to prison-made goods; or (4) relating to the enforcement of police or revenue laws; or to

(b) Quantitative restrictions in whatever form, imposed by the United States of America or the Republic of Costa Rica, on the importation or sale of any article the growth, produce or manufacture of the other country, in conjunction with governmental measures operating to regulate or control the production, market supply or prices of like domestic articles, or tending to increase the labor costs of production of such articles. Whenever the Government of either country proposes to establish or change any restriction authorized by this subparagraph, it shall give notice thereof in writing to the other Government and shall afford such other Government an opportunity within thirty days after receipt of such notice to consult with it in respect of the proposed action; and if an agreement with respect thereto is not reached within thirty days following receipt of the aforesaid notice, the Government which proposes to take such action shall be free to do so at any time thereafter, and the other Government shall be free within fifteen days after such action is taken to terminate this Agreement in its entirety on thirty days' written notice.

3. It is understood that the provisions of this Article do not affect the application of measures directed against misbranding, adulteration and other fraudulent practices, such as are provided for in the pure food and drug laws of the United States of America, or the application of measures directed against unfair practices in import trade, such as are provided for in Section 337 of the United States Tariff Act of 1930.

## ARTICLE VII

1. If the Government of the United States of America or the Government of the Republic of Costa Rica establishes or maintains any form of quantitative restriction or control of the importation or sale of any article in which the other country has an interest, or imposes a lower import duty or charge on the importation or sale of a specified quantity of any such article

than the duty or charge imposed on importations in excess of such quantity, the Government taking such action will:

(a) Give public notice of the total quantity, or any change therein, of any such article permitted to be imported or sold or permitted to be imported or sold at such lower duty or charge, during a specified period;

(b) Allot to the other country for such specified period a share of such total quantity as originally established or subsequently changed in any manner, equivalent to the proportion of the total importation of such article which such other country supplied during a previous representative period, unless it is mutually agreed to dispense with such allotment; and

(c) Give public notice of the allotments of such quantity among the several exporting countries, and at all times, upon request, advise the Government of the other country of the quantity of any such article the growth, produce or manufacture of each exporting country, which has been imported or sold or for which licenses or permits for importation or sale have been granted.

2. Neither the United States of America nor the Republic of Costa Rica shall regulate the total quantity of importations into its territory or sales therein of any article in which the other country has an interest by import licenses or permits issued to individuals or organizations, unless the total quantity of such article permitted to be imported or sold during a quota period of not less than three months shall have been established, and unless the regulations covering the issuance of such licenses or permits shall have been made public before such regulations are put into force.

#### ARTICLE VIII

In the event that the Government of the United States of America or the Government of the Republic of Costa Rica establishes or maintains an official monopoly or centralized agency for the importation of or trade in a particular commodity, the Government establishing or maintaining such monopoly or centralized agency will give sympathetic consideration to all representations that the other Government may make with respect to alleged discriminations against its commerce in connection with purchases by such monopoly or centralized agency.

#### ARTICLE IX

The tariff advantages and other benefits provided for in this Agreement are granted by the United States of America and the Republic of Costa Rica to each other subject to the condition that if the Government of either country shall establish or maintain, directly or indirectly, any form of control of foreign exchange, it shall administer such control so as to insure that the nationals and commerce of the other country will be granted a fair and equitable share in the allotment of exchange.

With respect to the exchange made available for commercial transactions, it is agreed that the Government of each country shall be guided in the administration of any form of control of foreign exchange by the principle that, as nearly as may be determined, the share of the total available exchange which is allotted to the other country shall not be less than the share employed in a previous representative period prior to the establishment of any exchange control for the settlement of commercial obligations to the nationals of such other country.

With respect to non-commercial transactions it is agreed that the Government of each country shall apply any form of control of foreign exchange in a non-discriminatory manner as between the nationals of the other country and the nationals of any third country.

The Government of each country will give sympathetic consideration to any representations which the other Government may make in respect of the application of the provisions of this Article. If, within thirty days after the receipt of such representations, a satisfactory adjustment has not been made or an agreement has not been reached with respect to such representations, the Government making them may, within fifteen days after the expiration of the aforesaid period of thirty days, terminate this Article or this Agreement in its entirety on thirty days' written notice.

#### ARTICLE X

Any advantage, favor, privilege or immunity which has been or may hereafter be granted by the United States of America or the Republic of Costa Rica to any article originating in or destined for any third country, shall be accorded immediately and unconditionally to the like article originating in or destined for the Republic of Costa Rica or the United States of America, respectively. This provision refers to: customs duties or charges of any kind imposed on or in connection with importation or exportation; the method of levying such duties or charges; all rules and formalities in connection with importation or exportation; and all laws or regulations affecting the sale or use of imported goods within the country.

#### ARTICLE XI

Laws, regulations of administrative authorities and decisions of administrative or judicial authorities of the United States of America, or the Republic the Costa Rica, respectively, pertaining to the classification of articles for customs purposes or to rates of duty shall be published promptly in such a manner as to enable traders to become acquainted with them. Such laws, regulations and decisions shall be applied uniformly at all ports of the respective country, except as otherwise specifically provided in statutes of the United States of America relating to articles imported into Puerto Rico.



No administrative ruling by the United States of America or the Republic of Costa Rica effecting advances in rates of duties or in charges applicable under an established and uniform practice to imports originating in the territory of the other country, or imposing any new requirement with respect to such importations, shall be effective retroactively or with respect to articles either entered for or withdrawn for consumption prior to the expiration of thirty days after the date of publication of notice of such ruling in the usual official manner. The provisions of this paragraph do not apply to administrative orders imposing anti-dumping duties, or relating to regulations for the protection of human, animal, or plant life, or relating to public safety, or giving effect to judicial decisions.

#### ARTICLE XII

In the event that a wide variation occurs in the rate of exchange between the currencies of the United States of America and the Republic of Costa Rica, the Government of either country, if it considers the variation so substantial as to prejudice the industries or commerce of the country, shall be free to propose negotiations for the modification of this Agreement or to terminate this Agreement in its entirety on thirty days' written notice.

#### ARTICLE XIII

There will not be imposed in the United States of America or in the Republic of Costa Rica, on importations of articles the growth, produce or manufacture of the other country, greater than nominal penalties because of errors in documentation, made in the country of export, provided it can be established by the importer or other party in interest to the satisfaction of the customs authorities that the errors were clerical in origin or were made in good faith.

The Government of each country will accord sympathetic consideration to such representations as the other Government may make with respect to the operation of customs regulations, quantitative restrictions or the administration thereof, the observance of customs formalities, or the application of sanitary laws and regulations for the protection of human, animal, or plant life; and upon request it will afford adequate opportunity for consultation regarding such representations.

#### ARTICLE XIV

1. Except as otherwise provided in the second paragraph of this Article, the provisions of this Agreement relating to the treatment to be accorded by the United States of America or the Republic of Costa Rica, respectively, to the commerce of the other country, shall not apply to the Philippine Islands, the Virgin Islands, American Samoa, the Island of Guam, or to the Panama Canal Zone.

2. Subject to the reservations set forth in the third, fourth, and fifth paragraphs of this Article, the provisions of Article X shall apply to articles the growth, produce or manufacture of any territory under the sovereignty or authority of the United States of America or the Republic of Costa Rica, imported from or exported to any territory under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

3. The advantages now accorded or which may hereafter be accorded by the United States of America or the Republic of Costa Rica to adjacent countries in order to facilitate frontier traffic and advantages resulting from a customs union to which either the United States of America or the Republic of Costa Rica may become a party shall be excepted from the operation of this Agreement.

4. The advantages now accorded or which may hereafter be accorded by the Republic of Costa Rica to the commerce of Guatemala, El Salvador, Honduras, Nicaragua or Panama, so long as any such advantage is not accorded to any other country, shall be excepted from the operation of this Agreement.

5. The advantages now accorded or which may hereafter be accorded by the United States of America, its territories or possessions or the Panama Canal Zone to one another or to the Republic of Cuba shall be excepted from the operation of this Agreement. The provisions of this paragraph shall continue to apply in respect to any advantages now or hereafter accorded by the United States of America, its territories or possessions or the Panama Canal Zone to the Philippine Islands irrespective of any change in the political status of the Philippine Islands.

6. Unless otherwise specifically provided in this Agreement, the provisions thereof shall not be construed to apply to police or sanitary regulations; and nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the exportation of gold or silver, or to prevent the adoption of such measures as the United States of America or the Republic of Costa Rica, respectively, may see fit with respect to the control of the export or sale for export of arms, munitions, or implements of war, and, in exceptional circumstances, of all other military supplies.

#### ARTICLE XV

In the event that the United States of America or the Republic of Costa Rica adopts any measure which, even though it does not conflict with the terms of this Agreement, is considered by the Government of the other country to have the effect of nullifying or impairing any object of the Agreement, the Government of the country which has adopted any such measure shall consider such representations and proposals as the Government of the other country may make with a view to effecting a mutually satisfactory adjustment of the matter.

## ARTICLE XVI

The present Agreement shall come into force on the thirtieth day following proclamation thereof by the President of the United States of America and the President of the Republic of Costa Rica, or should the proclamations be issued on different days, on the thirtieth day following the date of the later in time of such proclamations, and shall remain in force for the term of three years thereafter, unless terminated pursuant to the provisions of Articles VI, IX, or XII. The Government of each country shall notify the Government of the other country of the date of its proclamation.

Unless at least six months before the expiration of the aforesaid term of three years the Government of either country shall have given to the other Government notice of intention to terminate this Agreement upon the expiration of the aforesaid term, the Agreement shall remain in force thereafter, subject to termination under the provisions of Articles VI, IX or XII, until six months from such time as the Government of either country shall have given notice to the other Government.

In witness whereof the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

Done in duplicate, in the English and Spanish languages, both authentic, at the city of San Jose, this twenty-eighth day of November, nineteen hundred and thirty-six.

LEO R. SACK [SEAL]

LUIS FERNANDEZ [SEAL]

[For schedules annexed to agreement, see 50 Stat. 1595 or p. 15 of EAS 102.]

## COOPERATIVE RUBBER INVESTIGATIONS

*Exchange of notes at San José April 19 and June 16, 1941; related note of June 18, 1941*

*Entered into force June 16, 1941*

*Supplemented by agreement of April 3, 1943<sup>1</sup>*

*Extended by agreement of June 21 and July 1, 1943<sup>2</sup>*

55 Stat. 1368; Executive Agreement Series 222

*The American Chargé d'Affaires ad interim to the Secretary of State  
for Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*San José, Costa Rica*  
*April 19, 1941*

No. 726

### EXCELLENCY:

With reference to conversations between representatives of the Ministry of State for Agriculture of Costa Rica and of the Department of Agriculture of the United States of America in regard to the conclusion of an agreement for cooperative rubber investigations in Costa Rica, I have the honor to inform Your Excellency that the Government of the United States of America is prepared to give effect to an agreement in the following terms:

Considering that it is desirable and in the mutual interest of the United States of America and the Republic of Costa Rica that a source of crude rubber be developed in Costa Rica, and that the Governments of the two countries cooperate in conducting investigations with respect to the methods of rubber cultivation, the development of superior strains of rubber, disease control, use of intercrops, and other matter, with a view to the successful establishment of a self-sustaining rubber culture industry; and

Considering that progress has been made by the Ministry of State for Agriculture of Costa Rica in promoting interest in Costa Rica in the cultivation of rubber and in other new agricultural enterprises, and that the Secretary of Agriculture of the United States of America is authorized by an Act of the Congress of the United States of America, approved June 27, 1940,<sup>3</sup>

<sup>1</sup> EAS 318, *post*, p. 1074

<sup>2</sup> 57 UST 1048; EAS 335.

<sup>3</sup> 54 Stat. 628.

making appropriations for certain purposes, to conduct investigations directed toward the development of rubber production in the Western Hemisphere, including production, breeding, and disease research, to conduct surveys of potential rubber-producing areas, to establish and operate experiment and demonstration stations in suitable locations, to acquire land and construct and equip necessary buildings and take certain other necessary measures for such purposes;

The Government of the United States of America and the Government of the Republic of Costa Rica, with a view to defining their respective interests in the project for cooperative rubber investigations in Costa Rica, and the facilities, services, and other contributions which they shall make available for the purpose, agree as follows:

## ARTICLE I

The Ministry of State for Agriculture of Costa Rica, seeking uses for vast areas of rich undeveloped lands and abandoned banana farms on which individual growers or plantation companies can produce a profitable export crop of rubber and thereby increase the foreign trade and the income of the people of Costa Rica,

(a) shall provide, without charge, to the Department of Agriculture of the United States of America a site for a central experiment station, lands necessary for experimental rubber plantings, and a site for residences, and in accordance with this provision shall accord the Department of Agriculture the free use of the following described areas of land:

(1) in the Reventazón Valley near Turrialba, on the north side of the public road leading from the town of Turrialba to the Reventazón River, that area of land known as the Castula Jiminez farm, consisting of approximately 16.8 hectares (41.5 acres), and that area of land directly adjoining the Castula Jiminez farm on the east, known as the José Fernández farm, consisting of approximately 16.8 hectares (41.5 acres), both of which areas are to be used for the purpose of a central experiment station and for seedling nurseries, test plantings, and breeding gardens;

(2) in the Guapiles district adjoining and to the north of the "Old Line" railway, that area of land known as Los Diamantes farm, consisting of 1,170 hectares (about 2,902 acres), to be used for experimental plantings and clone propagation, and as a demonstrational rubber farm; and

(3) in the Reventazón Valley near Turrialba, on the north side of the public road leading eastward from the town of Turrialba, that area of land known as the Jesus Pazos farm, consisting of approximately 2.6 hectares (about 6.5 acres) to be used as a residential site;

(b) shall permit or have permitted, through proper authorization whenever necessary from other departments of the Government of Costa Rica, the

importation into Costa Rica, free of duty or any fee whatsoever, all material or property of the Government of the United States of America which may be required for the construction, operation, and maintenance of the aforementioned central experiment station; and this exemption from duties or fees upon importation shall extend to the personal property of employees of such station upon their entry into the ports of Costa Rica for work in carrying out the purposes of this cooperative agreement, provided that the director of the station shall certify that such personal property of such employees is not imported for resale;<sup>4</sup>

(c) shall permit the Department of Agriculture of the United States of America to import into or export from Costa Rica all materials, such as seeds, stumps, or budwood, for the planting of rubber-producing plants which the Department of Agriculture may require for the investigations contemplated by this agreement or which the Department of Agriculture may desire to ship elsewhere, provided that all such imports or exports shall be certified by a duly qualified official of the Department of Agriculture to be free from noxious insects and contagious diseases; and

(d) shall prohibit the redistribution of any strains of rubber trees furnished it by the Department of Agriculture of the United States of America to individuals, cooperators, companies, agencies, or governments, except to agencies or governments in the Western Hemisphere which reciprocally agree to furnish similar material which they may have in their possession, upon the understanding that the prohibition provided in this paragraph shall extend to and be applied by any agency or government to which any such strains of rubber trees may be redistributed.

## ARTICLE II

The Department of Agriculture of the United States of America, under authority granted by the Congress of the United States of America,

(a) shall establish in Costa Rica a central rubber experiment station, upon the conditions specified above, and make field plantings to demonstrate practical methods of plantation rubber production;

(b) shall conduct laboratory and field investigations, and make information concerning the results thereof available for the benefit of the rubber-producing industry in Costa Rica and in other countries of the Western Hemisphere;

(c) shall provide, out of funds available to it, any necessary laboratory and office facilities and housing facilities for employees on the land furnished by the Ministry of State for Agriculture of Costa Rica, as may be required for conducting the investigations contemplated by this agreement;

(d) shall provide, out of funds available to it, a station superintendent

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<sup>4</sup> See related note, p. 1061.



and such other investigators and specialists in rubber cultivation as may be required to conduct the investigations, together with such overseers or foremen of labor as may be required to carry on the work properly, provided that in the hiring of foremen or laborers, citizens of Costa Rica shall be given preference;

(e) shall provide, free of charge, necessary office space and laboratory facilities at the central experiment station for two scientists to be designated, at its option by the Ministry of State for Agriculture of Costa Rica for the purpose of conducting cooperative investigations on a basis of equality with experts designated by the Department of Agriculture of the United States of America; provided, that the salaries and living accommodations of any such scientists shall be furnished by the Ministry of State for Agriculture of Costa Rica;

(f) shall undertake such experimental studies and field investigations at the central experiment station and on the lands furnished by the Ministry of State for Agriculture of Costa Rica as may be practicable with a view to the establishment of a successful rubber plantation industry; and

(g) shall furnish to the Ministry of State for Agriculture of Costa Rica, free of any charge, stocks of superior strains of the rubber tree now in its possession and of any additional superior strains collected by it as a result of surveys or cultivated at its experiment station which, after being tested by it, are found to be superior, such stocks to be furnished at a date as early, and in such quantity, as may be possible with the facilities available for propagation and in view of the equitable requirements of any other cooperating agency.

### ARTICLE III

The lands, facilities, and services furnished by the Ministry of State for Agriculture of Costa Rica shall be suitable and adequate for the purpose of this agreement.

Exclusive of the salaries of scientists and overseers designated by the Department of Agriculture of the United States of America, the Department shall not be obligated under this agreement to expend an amount in excess of forty-five thousand dollars (\$45,000.00) during the first year, nor in excess of twenty thousand dollars (\$20,000.00) during any one year thereafter. The first year shall begin on the day of the entry into effect of this agreement.

### ARTICLE IV

This agreement shall come into effect on the day on which it is signed, and shall remain in force until six months from the day on which either contracting government shall have given notice in writing to the other contracting government of its intention to terminate the agreement; provided, however, that the agreement shall not remain in force after June 30, 1943, except at the option of the Department of Agriculture of the United States of America, which



option shall be notified to the Government of Costa Rica by the Government of the United States of America at least one month prior to that date.

#### ARTICLE V

Upon the termination of this agreement, the Department of Agriculture of the United States of America shall be permitted to remove, sell, or otherwise dispose of the improvements mentioned in the foregoing Article II, including all buildings and facilities belonging to it, but excluding all fencing of land or plantings of rubber or other crops growing on the land; provided, however, that in the event of any sale of such improvements, the Government of Costa Rica shall have priority in the purchase thereof. The price at which any such improvements may be sold shall be established in accordance with regulations made by the Department of Agriculture of the United States of America.

If agreeable to the Government of the Republic of Costa Rica, the agreement shall be considered by the Government of the United States of America to be concluded and in effect as of the date of a corresponding note from Your Excellency indicating that the Government of the Republic of Costa Rica is prepared to give effect to the agreement in accordance with the foregoing terms.

Accept, Excellency, the renewed assurances of my highest consideration.

DUDLEY G. DWYRE  
*Chargé d'Affaires ad interim*

His Excellency

Señor Licenciado don ALBERTO ECHANDI,  
*Secretary of State for Foreign Affairs.*

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*The Secretary of State for Foreign Affairs to the American Chargé d'Affaires  
ad interim*

[TRANSLATION]

REPUBLIC OF COSTA RICA  
DEPARTMENT OF FOREIGN AFFAIRS

No. 1843-B

SAN JOSÉ, June 16, 1941

MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge the receipt of your courteous note no. 726 of April 19, 1941 relative to the conclusion of an agreement for carrying out cooperative rubber investigations in Costa Rica.

I am pleased to inform you that the views of the Secretary of State in the Ministry of Public Works and Agriculture having been consulted with regard to the proposed agreement, this high official replied, by his note no. 3755 of the 9th instant, expressing his full approval of the matter.

Therefore, I have pleasure in informing you that my Government is disposed to accept the said agreement, upon the following terms:

[For terms of agreement, see U.S. note, above.]

The Government of Costa Rica agrees that, as suggested in your note of April 19, 1941, the foregoing agreement shall become effective on the date of this note.

It pleases me to reiterate to you the expressions of my most distinguished consideration.

ALBERTO ECHANDI

Honorable DUDLEY G. DWYRE,  
*Chargé d'Affaires ad interim*  
*of the United States of America,*  
*City.*

*The Secretary of State of Foreign Affairs to the American Chargé d'Affaires*  
*ad interim*

[TRANSLATION]

REPUBLIC OF COSTA RICA  
 DEPARTMENT OF FOREIGN AFFAIRS

No. 1895\*B

SAN JOSÉ, June 18, 1941

MR. CHARGÉ D'AFFAIRES:

I have the honor to refer to your note no. 726 of April 19, 1941, relative to the conclusion of an agreement for rubber-culture investigations in Costa Rica, and to my note no. 1843\*B of the 16th instant, by which are accepted the terms of the agreement mentioned in your note with the exception, nevertheless, of the final part of paragraph (b) of article I, relative to the exemption from duties for the personal property brought into Costa Rica by the American employees upon their entry for work in the central experiment station in accordance with the terms of the agreement.

The deletion of this part of article I was for reasons which have already been verbally explained to you. However, as the services to be rendered by the personnel of the central experiment station for the cultivation of rubber can only be considered as an effective and gratuitous collaboration by your Government for the study of a new and reproductive product of our soil, I am certain that the Minister of Public Works, in collaboration with the Minister of Finance, will find a way to accommodate the Government of the United States of America in granting exemption of customs duties for the personal effects of the American employees of the said station which they may bring into Costa Rica at the time of their arrival, on condition that

the director of the experiment station certify that such personal effects will not be resold.

I am pleased to take this opportunity to renew to you the sentiments of my most distinguished consideration.

ALBERTO ECHANDI

HONORABLE DUDLEY G. DWYRE,  
*Chargé d'Affaires ad interim*  
*of the United States of America,*  
*City.*

## MILITARY MISSION

*Agreement signed at Washington July 14, 1941*

*Entered into force July 14, 1941*

*Extended by agreement of June 9 and 26, 1945,<sup>1</sup> "until such time as a standard agreement can be approved and signed"*

*Superseded by agreement of December 10, 1945<sup>2</sup>*

55 Stat. 1286; Executive Agreement Series 212

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA

In conformity with the request of the Government of the Republic of Costa Rica 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 Republic of Costa Rica under the conditions specified below:

#### TITLE I

##### PURPOSE AND DURATION

*Article 1.* The purpose of this Mission is to cooperate with the Minister of State, Police and Public Safety of Costa Rica and with the personnel of the Costa Rican Army with a view to enhancing the efficiency of the Costa Rican 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 Costa Rica, 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 Costa Rica should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

*Article 4.* This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

<sup>1</sup> Not printed here.

<sup>2</sup> EAS 486, *post*, p. 1084.

(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 Costa Rica in case either country becomes involved in domestic or foreign hostilities.

## TITLE II

### COMPOSITION AND PERSONNEL

*Article 6.* This Mission shall consist of a Chief of Mission of the rank of Lieutenant Colonel, Major or Captain on active service in the United States Army and such other personnel of the United States Army as may subsequently be agreed upon between the Ministry of State, Police and Public Safety of Costa Rica through its authorized representative in Washington, and 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 State, Police and Public Safety of Costa Rica and the Chief of the Mission.

*Article 8.* The members of the Mission shall be responsible solely to the Minister of State, Police, and Public Safety of Costa Rica, 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 and shall wear the uniform of his rank in the United States Army, but shall have precedence over all Costa Rican officers of the same rank.

*Article 10.* Each member of the Mission shall be entitled to all benefits or privileges which the Regulations of the Costa Rican Army provides for Costa Rican 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 Costa Rica such net annual compensation as may be agreed upon between

the Government of the United States of America and the Government of Costa Rica 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 Costa Rica 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 State, Police and Public Safety of Costa Rica in order to comply with the provision of this Article that the compensation agreed upon shall be net.

*Article 13.* The compensation agreed upon in the preceding Article shall begin 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 after the termination of his service with the Mission during his return trip to the United States of America and thereafter for the period of any accumulated leave to which he is entitled.

*Article 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 Costa Rica, and such payment shall be computed for travel by sea, air, or land, or any combination thereof to the actual port of entry of the United States of America.

*Article 15.* The Government of Costa Rica shall grant, upon request of the Chief of the Mission, exemption from customs duties on articles imported by the members of the Mission for their personal use and for the use of members of their families.

*Article 16.* Each member of the Mission and each dependent member of his family shall be provided with first-class accommodations for travel required and performed under this Agreement by the shortest usually traveled route between the port of embarkation in the United States of America and his official residence in Costa Rica, and from his official residence in Costa Rica to the port of debarkation in the United States of America. Each member of the Mission shall be reimbursed for the expenses of shipment of his household effects, baggage and automobile; this shall include all necessary expenses incident to unloading from the steamer upon arrival in Costa Rica, cartage between the ship and the residence in Costa Rica, and packing and loading on board the steamer upon departure from Costa Rica. The cost of this transportation for members of the Mission, dependent members of their families, their household effects, baggage and automobile shall be borne by the United States of America. The transportation of such household effects, baggage and automobile shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except when such shipments are necessitated by circumstances beyond their control. The provisions of this Article shall likewise apply to officers and enlisted men who are subsequently detailed

to Costa Rica for temporary duty, as additional personnel, or replacements for members of the Mission.

*Article 17.* Compensation for transportation and travelling expenses for members of the Mission in Costa Rica shall be provided by the Government of Costa Rica in accordance with the provisions of Article 10.

*Article 18.* The Government of Costa Rica shall provide the Chief of the Mission with a suitable automobile with chauffeur, for use on official business. Suitable motor transportation with chauffeur, shall on call be made available by the Government of Costa Rica for use by the members of the Mission for the conduct of the official business of the Mission.

*Article 19.* The Government of Costa Rica shall provide suitable office space and facilities for the use of the members of the Mission.

*Article 20.* If any member of the Mission should die while he is serving under the terms of this Agreement, all compensation due the deceased member, including salary for the fifteen (15) days following his death, and reimbursement due the deceased member for expenses and transportation on trips made on official business of the Government of Costa Rica, 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; but the widow or other person shall not be compensated for accrued leave due but 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 after the death of the member.

## TITLE V

### REQUISITES AND CONDITIONS

*Article 21.* So long as this Agreement, or any extension thereof, is in effect, the Government of Costa Rica shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Costa Rican Army, except by mutual agreement between the Government of the United States of America and the Government of Costa Rica.

*Article 22.* Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

*Article 23.* Throughout this Agreement the term "family" is limited to mean wife and dependent children.

*Article 24.* Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.



*Article 25.* The leave specified in the preceding Article may be spent in Costa Rica, in the United States of America or in other countries, but the expenses 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 26.* The Government of Costa Rica agrees to grant the leave specified in Article 24 upon receipt of written application, approved by the Chief of the Mission with due consideration for the convenience of the Government of Costa Rica.

*Article 27.* Members of the Mission that may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

*Article 28.* The Government of Costa Rica shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Costa Rican Army authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in Costa Rica shall be paid by the Government of Costa Rica. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of Costa Rica. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 10.

*Article 29.* 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, Sumner Welles, Acting Secretary of State of the United States of America, and Luis Fernández, Minister of the Republic of Costa Rica at Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this fourteenth day of July, one thousand nine hundred and forty-one.

SUMNER WELLES [SEAL]  
*Acting Secretary of State  
of the United States of America*

LUIS FERNANDEZ [SEAL]  
*Envoy Extraordinary and  
Minister Plenipotentiary of the Republic  
of Costa Rica at Washington*

## INTER-AMERICAN HIGHWAY

*Exchange of notes at Washington January 16, 1942*

*Entered into force January 16, 1942*

*Amended by agreement of January 13 and 17, 1951<sup>1</sup>*

56 Stat. 1840; Executive Agreement Series 293

*The Costa Rican Minister of Public Works and Agriculture  
to the Secretary of State*

LEGACIÓN DE COSTA RICA  
EN WASHINGTON

JANUARY 16, 1942

MY DEAR MR. SECRETARY:

In accordance with the provisions of Public Law 375 of December 26, 1941<sup>2</sup> which provides for the cooperation of the United States with the Central American republics in the construction of the Inter-American Highway, I hereby, fully authorized by my Government, beg to make formal request to participate in the cooperative plan of said construction.

In this connection I wish on behalf of my Government to offer the assurances required by the Law that, with a view to receiving the cooperation envisaged in the Law, it has made commitments to assume at least one-third of the expenditures to be incurred henceforth by it and by the United States in the survey and construction of the Highway within the borders of Costa Rica. To this end it has already concluded arrangements with the Export-Import Bank of Washington by which it has received a credit now amounting to \$2,200,000 which, under its contract with the Bank, may not be expended, without the Bank's assent, for any purpose other than the construction of the Inter-American Highway. In addition, my Government owns road building equipment valued at several hundred thousand dollars which is being made available for the construction of the Inter-American Highway and which will substantially increase the contribution of my Government to the construction of the Highway.

I trust that these facts will constitute ample assurance that my Government has made the commitments envisaged in the law to assume at least one-third of the expenditures which are proposed to be incurred henceforth

<sup>1</sup> 2 UST 1844; TIAS 2319.

<sup>2</sup> 55 Stat. 860.

by Costa Rica and by the United States in the completion of the survey and construction of the Inter-American Highway in Costa Rica in accordance with present proposals.

I take pleasure in enclosing herewith the proper credentials.

With my highest regard, I beg to remain, my dear Mr. Secretary,

Very sincerely yours,

ALFREDO VOLIO

*Secretario de Fomento y Agricultura  
de Costa Rica*

HON. CORDELL HULL

*Secretary of State*

*Washington, D. C.*

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*The Secretary of State to the Costa Rican Minister of Public Works  
and Agriculture*

DEPARTMENT OF STATE

WASHINGTON

*Jan 16 1942*

MY DEAR MR. MINISTER:

I wish to acknowledge receipt of your kind note of January 16, 1942, in which, duly authorized by your Government, you request the cooperation of the Government of the United States in the construction of the Inter-American Highway in Costa Rica, and in which you offer the assurances required by Public Law 375 of December 26, 1941 in connection with such cooperation.

I take pleasure in informing you that the assurances which you offer are satisfactory to this Government. It is consequently the intention of this Government to extend to the Costa Rican Government the cooperation envisaged in the Law, subject to the appropriation of the necessary funds by the Congress of the United States and to the receipt of the necessary assurances from the other Republics mentioned in the Law.

You are, of course, aware that by the terms of the Law the survey and construction work it authorizes shall be under the administration of the Public Roads Administration, Federal Works Agency. It is understood that you are now making a subsidiary agreement with the Administration to carry out this provision of the Law.

I wish to thank you for your courtesy in forwarding your credentials to me.

I am, my dear Mr. Minister,

Sincerely yours,

CORDELL HULL

His Excellency

ALFREDO VOLIO,

*Minister of Public Works  
and Agriculture of  
Costa Rica.*

## LEND-LEASE<sup>1</sup>

*Agreement signed at Washington January 16, 1942*  
*Entered into force January 16, 1942*

1942 For. Rel. (VI) 235

WHEREAS the United States of America and the Republic of Costa Rica declare that in conformity with the principles set forth in the Declaration of Lima, approved at the Eighth International Conference of American States on December 24, 1938,<sup>2</sup> they, together with all the other American republics, are united in the defense of the Americas, determined to secure for themselves and for each other the enjoyment of their own fortunes and their own talents; and

WHEREAS the President of the United States of America, pursuant to the Act of the Congress of the United States of America of March 11, 1941,<sup>3</sup> and the President of the Republic of Costa Rica have determined that the defense of each of the American republics is vital to the defense of all of them; and

WHEREAS the United States of America and the Republic of Costa Rica are mutually desirous of concluding an Agreement for the providing of defense articles and defense information by either country to the other country, and the making of such an Agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an Agreement in conformity with the laws either of the United States of America or of the Republic of Costa Rica have been performed, fulfilled or executed as required;

The undersigned, being duly authorized for that purpose, have agreed as follows:

### ARTICLE I

The United States of America proposes to transfer to the Republic of Costa Rica under the terms of this Agreement armaments and munitions of war to a total value of about \$550,000.

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<sup>1</sup> An arrangement for full settlement within basic terms of lend-lease agreement was effected by agreement of Oct. 18, 1950; final payment was made and reported in 35th Report to Congress on Lend-Lease Operations, p. 2.

<sup>2</sup> *Ante*, vol. 3, p. 534.

<sup>3</sup> 55 Stat. 31.

In conformity, however, with the Act of the Congress of the United States of America of March 11, 1941, the United States of America reserves the right at any time to suspend, defer, or stop deliveries whenever, in the opinion of the President of the United States of America, further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere; and the Republic of Costa Rica similarly reserves the right to suspend, defer, or stop acceptance of deliveries under the present Agreement, when, in the opinion of the President of the Republic of Costa Rica, the defense needs of the Republic of Costa Rica or the Western Hemisphere are not served by continuance of the deliveries.

## ARTICLE II

Records shall be kept of all defense articles transferred under this Agreement, and not less than every ninety days schedules of such defense articles shall be exchanged and reviewed.

The Government of the United States of America agrees to accord to the Government of the Republic of Costa Rica a reduction of 45.45% in the scheduled cost of the materials delivered in compliance with the stipulations of the present Agreement; and the Government of the Republic of Costa Rica promises to pay in dollars into the Treasury of the United States of America 54.55% of the scheduled cost of the materials delivered. The Republic of Costa Rica shall not be required to pay more than a total of \$50,000 before January 1, 1943, more than a total of \$100,000 before January 1, 1944, more than a total of \$150,000 before January 1, 1945, more than a total of \$200,000 before January 1, 1946, more than a total of \$250,000 before January 1, 1947, or more than a total of \$300,000 before January 1, 1948.

## ARTICLE III

The United States of America and the Republic of Costa Rica, recognizing that the measures herein provided for their common defense and united resistance to aggression are taken for the further purpose of laying the bases for a just and enduring peace, agree, since such measures cannot be effective or such a peace flourish under the burden of an excessive debt, that upon the payments above provided all fiscal obligations of the Republic of Costa Rica hereunder shall be discharged; and for the same purpose they further agree, in conformity with the principles and program set forth in Resolution XXV on Economic and Financial Cooperation of the Second Meeting of the Ministers of Foreign Affairs of the American Republics at Habana, July 1940,<sup>4</sup> to cooperate with each other and with other nations to negotiate fair and equitable commodity agreements with respect to the products of either of them and of other nations in which marketing problems

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<sup>4</sup> For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

#### ARTICLE IV

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Republic of Costa Rica is in a position to supply, the Republic of Costa Rica will make such defense articles and defense information available to the United States of America, to the extent possible without harm to its economy and under terms to be agreed upon.

#### ARTICLE V

The Republic of Costa Rica undertakes that it will not, without the consent of the President of the United States of America, transfer title to or possession of any defense article or defense information received under this Agreement, or permit its use by anyone not an officer, employee, or agent of the Republic of Costa Rica.

Similarly, the United States of America undertakes that it will not, without the consent of the President of the Republic of Costa Rica, transfer title to or possession of any defense article or defense information received in accordance with Article IV of this Agreement, or permit its use by anyone not an officer, employee, or agent of the United States of America.

#### ARTICLE VI

If, as a result of the transfer to the Republic of Costa Rica of any defense article or defense information, it is necessary for the Republic of Costa Rica to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the Republic of Costa Rica will do so, when so requested by the President of the United States of America.

Similarly, if, as a result of the transfer to the United States of America of any defense article or defense information, it is necessary for the United States of America to take any action or make any payment in order fully to protect any of the rights of any citizen of the Republic of Costa Rica who has patent rights in and to any such defense article or information, the United States of America will do so, when so requested by the President of the Republic of Costa Rica.

#### ARTICLE VII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed in duplicate in the English and Spanish languages at Washington this sixteenth day of January, 1942.

For the United States of America:

CORDELL HULL

*Secretary of State of the  
United States of America*

For the Republic of Costa Rica:

LUIS FERNANDEZ

*Envoy Extraordinary and Minister  
Plenipotentiary of the Republic  
of Costa Rica at Washington*



## COOPERATIVE RUBBER INVESTIGATIONS

*Exchange of notes at San José April 3, 1943, supplementing agreement  
of April 19 and June 16, 1941  
Entered into force April 3, 1943*

57 Stat. 944; Executive Agreement Series 318

*The American Minister to the Secretary of State for Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA  
*San José, Costa Rica*

*April 3, 1943*

No. 420

EXCELLENCY:

I have the honor to refer to the agreement for cooperative rubber investigations in Costa Rica, between the United States of America and the Republic of Costa Rica, effected by notes dated April 19, 1941 and June 16, 1941<sup>1</sup> exchanged between the American Chargé d'Affaires ad interim and Your Excellency.

I have the honor now to inform you that as a result of practical considerations which have arisen in connection with the establishment and operation of the rubber experiment station in accordance with the above-mentioned agreement, it has been found to be desirable that a supplementary agreement be entered into between the United States of America and the Republic of Costa Rica for the purpose of defining more clearly certain procedures affecting the sale of products grown on the lands used by the said rubber experiment station and in order to facilitate the continued development of rubber investigations and demonstration plantings in Costa Rica.

Accordingly, I have the honor to inform Your Excellency that the Government of the United States of America is prepared to give effect to a supplementary agreement relating to cooperative rubber investigations in Costa Rica in the following terms:

### ARTICLE I

In the sale of products which have been grown and are now on, or which are or may be developed or cultivated as a result of rubber investigations and demonstration plantings on, the lands owned by the Government of the Republic of Costa Rica and provided by the Government of the Republic of

<sup>1</sup> EAS 222, *ante*, p. 1056

Costa Rica for the establishment and operation by the Department of Agriculture of the United States of America of a rubber experiment station, in accordance with the agreement for cooperative rubber investigations in Costa Rica, between the Government of the United States of America and the Government of the Republic of Costa Rica, effected by an exchange of notes dated April 19, 1941 and June 16, 1941, the following procedures shall be followed with respect to such sales and with respect to accounting and disbursements:

(a) Any such sale shall be made by the Secretary of State in the Ministry of Agriculture of Costa Rica, and the proceeds from any such sale shall be placed in a special account with the understanding that such proceeds shall be used for the improvement and development of the rubber experiment station, the demonstration plantations, and the lands aforesaid.

(b) The system of accounting for farm receipts and disbursements will be formulated and approved by the Secretary of State in the Ministry of Agriculture of Costa Rica and the local representatives in charge of rubber investigations for the Department of Agriculture of the United States of America.

## ARTICLE II

This supplementary agreement shall remain in force as though it were an integral part of the aforesaid agreement effected by an exchange of notes dated April 19, 1941 and June 16, 1941.

If agreeable to the Government of the Republic of Costa Rica, this supplementary agreement shall be considered by the Government of the United States of America to be concluded and in effect as of the date of a corresponding note from Your Excellency indicating that the Government of the Republic of Costa Rica is prepared to give effect to the supplementary agreement in accordance with the foregoing terms.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT M. SCOTTEN

His Excellency

Señor Licenciado don ALBERTO ECHANDI,  
*Secretary of State for Foreign Affairs,*  
*San José, Costa Rica.*

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*The Secretary of State for Foreign Affairs to the American Minister*

[TRANSLATION]

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN AFFAIRS

No. 737-B

SAN JOSÉ, April 3, 1943

MR. MINISTER:

I have the honor to advise Your Excellency of the receipt of your courteous note no. 420 of April 3, 1943, in which you inform me that the Govern-

ment of the United States desires to enter into an agreement with reference to the procedures which should be followed for the sale of the products of the Rubber Experimental Station established in accord with the understanding reached with my Government by means of the notes dated April 19 and June 16, 1941, and to this end you include the pertinent supplementary stipulations, which will be considered in effect from the date of the corresponding note in which my Government accepts them.

I am pleased to state to Your Excellency that in accordance with the favorable opinion of the Ministry of Agriculture, the Government of Costa Rica expressly consents to the above-mentioned supplementary agreement, the terms of which will be as follows:

[For terms of agreement, see U.S. note, above.]

In consequence, in conformity with Your Excellency's note to which this present note refers, the transcribed supplementary agreement should be considered in effect from today.

I take this opportunity to reiterate to Your Excellency the sentiments of my highest and most distinguished consideration.

ALBERTO ECHANDI

His Excellency

Mr. ROBERT M. SCOTTEN

*Envoy Extraordinary and Minister  
Plenipotentiary of the United States  
City.*

## TEMPORARY MIGRATION OF AGRICULTURAL WORKERS

*Exchange of notes at San José May 22 and 29, 1944, with contract signed  
May 20, 1944*

*Entered into force May 29, 1944*

*Obsoleto*

59 Stat. 1275; Executive Agreement Series 451

*The American Ambassador to the Secretary of State for Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*San José, Costa Rica*

*May 22, 1944*

No. 257

### EXCELLENCY:

I have the honor to refer to my note No. 250 of May 15, 1944 and to Your Excellency's courteous reply No. 950\* B of the same date, relative to the mission of Mr. Hiram S. Phillips, principal employment service analyst of the War Manpower Commission, who was desirous of concluding a contract with the Government of Costa Rica for the furnishing of a supply of laborers from this country for temporary employment in the timber and lumber and food processing industries in the United States, as well as the actual signing of the contract by His Excellency, Teodoro Picado, President of the Republic, and Señor Hernán Bejarano Rivera, Under Secretary of State for Labor and Social Welfare, on behalf of the Government of Costa Rica and Mr. Hiram S. Phillips on behalf of the War Manpower Commission of the United States yesterday morning.

In this connection I beg to formalize, through the exchange of notes with Your Excellency's Ministry as required in Paragraph Three, the general provisions of this contract.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

FAY ALLEN DES PORTES

His Excellency

Señor don JULIO ACOSTA

*Secretary of State for Foreign Affairs*

*San José, Costa Rica*

*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN AFFAIRS

No. 1124\* B

SAN JOSÉ, May 29, 1944

MR. AMBASSADOR:

In view of the provision in the third paragraph of the agreement concluded May 20 last in the city of San José between the Government of Costa Rica and that of the United States of America for the temporary furnishing of Costa Rican laborers to this latter country, and in which there appear as representatives the assistant Secretary of Labor and Social Welfare, Lic. Hernán Bejarano Rivera, on the part of Costa Rica, and Mr. Hiram S. Phillips, on the part of the Chairman of the War Manpower Commission of the United States of America, I have the honor to transmit to Your Excellency the present exchange note as ratification of that agreement on the part of the Government of Costa Rica.

The document spoken of in the foregoing paragraph reads thus:

[For text of contract, see below.]

I avail myself of the opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration.

JULIO ACOSTA

His Excellency,

FAY ALLEN DES PORTES,

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
San Jose.*

## CONTRACT

Between us, Hernán Bejarano Rivera, Under Secretary of State for Labor and Social Welfare for the Government of the Republic of Costa Rica, duly authorized for the purpose by the President of the Republic and Hiram S. Phillips, Representative of the Chairman of the War Manpower Commission of the United States,

WHEREAS, in the furtherance of the common war effort of the United Nations, the Government of the United States of America and the Government of Costa Rica are desirous of facilitating the temporary migration of workers from Costa Rica to the United States of America for employment within the continental limits of the United States with industries and services essential to the preservation, marketing, or distribution of agricultural products, including the timber and lumber industries;

NOW, THEREFORE, the following general provisions are suggested and this understanding may be formalized by an exchange of notes between the Ministry of Foreign Affairs of the Republic of Costa Rica and the Embassy of the United States of America in Costa Rica:

*I. General Provisions*

A. The Government of Costa Rica will use its best efforts to facilitate the recruitment of workers of Costa Rica nationality, the establishment of reception centers for the assembling of said workers where needed, and the temporary migration of said workers to the United States of America in accordance with arrangements made through the Chairman of the War Manpower Commission or his authorized representative.

B. Workers who enter the United States under this agreement shall not be required to present themselves for or submit to registration under the Selective Training and Service Act of 1940.<sup>1</sup>

C. Workers who enter the United States under this agreement shall not suffer discriminatory acts of any kind in accordance with Executive Orders No. 8802 and No. 9346 issued at the White House on June 25, 1941 and May 27, 1943 respectively.

D. Workers who enter the United States under this agreement shall not be employed to displace other workers or for the purpose of reducing rates of pay or other standards previously established.

E. Either Government shall have the right to renounce this agreement upon ninety days' notification to the other Government in advance thereof; provided that notwithstanding the termination of the agreement in the manner thus provided, all workers employed under this agreement prior to its being so terminated shall continue to enjoy all the benefits conferred by this agreement until such time as they are returned to Costa Rica.

F. There will be full cooperation between the Governments of the United States and Costa Rica and between their respective agencies. The Government of the United States shall submit periodic reports to the Government of Costa Rica with respect to the working and living conditions of the workers brought to the United States under this agreement.

G. The effectuation of this agreement shall be dependent on the continued need for workers in the above specified industries and services in the United States, the availability of transportation to the United States, and the continued availability of workers in Costa Rica for temporary migration to the United States.

H. The Governments of the United States of America and of Costa Rica, signatories to the present agreement, shall not enter upon performance of this agreement until a mutual understanding has been reached between them with respect to the life insurance of the Costa Rica workers in transit to and from the United States.

<sup>1</sup> 54 Stat. 885.

## II. *Procedure*

### A. CONTRACTS

1. Contracts to effectuate the purpose and principles of this agreement in accordance with the legal requirements of the respective Governments, including the provisions of the Costa Rica Labor Code, shall be entered into between the employer, the worker, and the Government of the United States of America, acting through the Chairman of the War Manpower Commission or his authorized representative. The Government of the United States, acting through the Chairman of the War Manpower Commission or his authorized representative, guarantees the performance on the part of the employer of the terms and conditions of this agreement.

2. The word "employer" as used herein shall be understood to mean the owner or operator of an enterprise, in the United States of America essential to the preservation, marketing, or distribution of agricultural products, including the timber and lumber industries, in which the worker will be employed.

3. The word "worker" as used herein shall be understood to mean a national of Costa Rica entering the United States of America under this agreement for employment in industries or services essential to the preservation, marketing, or distribution of agricultural products, including the timber and lumber industries.

4. Contracts entered into between the employers and the workers shall be written in the Spanish and English languages.

### B. ADMISSION OF WORKERS INTO THE UNITED STATES

1. The United States Public Health Service shall supervise the necessary health examinations of the workers to determine whether such workers meet the physical standards requisite for admission to the United States and whether such workers are in physical condition to perform the type of labor for which they are being employed. The health examinations shall be administered at the place of selection or any other place in Costa Rica mutually agreed upon and at no cost to the worker. The Costa Rica health authorities shall assist with such facilities and services for such examinations as may be available.

2. Admission shall accord with regulations of the United States Government acting through the Immigration and Naturalization Service of the Department of Justice and the Visa Division of the Department of State.

## III. *Conditions Under Which Workers Shall be Contracted*

### A. TRANSPORTATION

1. Transportation of the worker (including adequate subsistence during travel and emergency medical care enroute) and of his personal effects



(limited to 75 pounds) shall be provided at no expense to the worker. The Government of the United States shall make every effort to assure safe passage for the workers travelling to and from the United States.

#### B. WAGES AND EMPLOYMENT

1. Wages, normal or overtime, paid to Costa Rica workers under this agreement shall be the same as, and in no case less than, those paid by the employer for similar work to domestic workers in the same occupation at the same place of employment. Wages, whether paid on an hourly, piece work, or other basis, shall be not less than forty cents per hour.

2. Each worker shall be employed exclusively in industries and services essential to the preservation, marketing, or distribution of agricultural products, including the timber and lumber industries, but if at the termination of the employment transportation for the return of the worker to Costa Rica should not be available and it would then be impossible to continue the workers' employment in industries contemplated by this agreement, the worker may be temporarily employed during such period as he may have to wait for return transportation in such other industries or services as the Chairman of the War Manpower Commission or his authorized representative may determine.

3. Wages shall be paid in full with no deductions except (a) those required by law of domestic workers engaged in the same occupations at the same place of employment by the same employer, or (b) those for which provision may be made in the written contract required by Clause II A-1 of this agreement; provided that the withholding under the income tax law in anticipation of the worker's liability thereunder and not as an extinguishment thereof shall be limited to 10% of the worker's gross earnings.

4. No workers under 18 years of age shall be employed under this agreement.

5. Workers shall not be required to purchase goods or services for their personal consumption or use at any source not of their choice; provided that the workers shall not be required to purchase articles or services, including tools, not required of domestic workers of the same employer at the same place of employment; provided, further, that, when necessary, the employer shall make available to the worker, at a reasonable cost, sufficient warm clothing to meet climatic conditions in the United States, and the costs of such clothing may be deducted from the subsequent earnings of the workers.

6. Living conditions and sanitary and medical services for Costa Rica workers shall be of the same kinds as, and shall not be less favorable to them than, those enjoyed by domestic workers engaged by the employer in the same occupations at the same place of employment. Housing shall be sanitary and provide reasonable comfort for the workers. Food, when furnished to the worker by the employer, shall be prepared in a sanitary manner and shall be of the same standard as the food furnished domestic labor. The cost of

food and housing, when furnished by the employer, shall not exceed \$1.40 per day per worker.

7. Workers admitted under this agreement shall enjoy as regards occupational diseases and accidents the same guarantee enjoyed by domestic workers engaged in the same occupations at the same place of employment under Federal or State Legislation in the United States.

8. Workers admitted under this agreement shall be afforded opportunity to be employed the same number of working hours as domestic workers engaged by the employer in the same occupations at the same place of employment; provided that Costa Rica workers shall not be required to work on December 25, Thursday and Friday of Holy Week, and Corpus Christi Day; provided further, that the Costa Rica workers shall be granted one day of rest in each seven, except during periods of emergency when all workers are required to work without a day of rest.

9. Workers admitted under this agreement shall be subject to the same rights and privileges with respect to promotions and general wage increases, and the same rights and privileges arising under applicable collective bargaining agreements as those accorded domestic workers engaged by the employer in the same occupations at the same place of employment.

10. (1) Subject to the provisions of paragraph (2) of this clause, workers shall be recruited for employment for a period of 180 days which may be extended with the approval of the Chairman of the War Manpower Commission or his authorized representative as provided herein. The initial engagement between the worker and his first employer shall be for a period of not less than 90 days and during such period of employment, the worker shall be afforded an opportunity to work not less than 480 hours, but hours worked on Sundays or in excess of 10 hours in any 24 hour period shall not be included in this 480 hour guarantee. On the termination of this initial engagement, the period of employment may be renewed or extended by mutual agreement of the worker and the employer subject to the approval of the Chairman of the War Manpower Commission or his authorized representative; provided that such renewal or extension shall be made on terms no less favorable to the worker than those required by this agreement.

(2) Where the initial engagement of the worker is not renewed or extended and at the termination of such initial engagement, there is not available work with a new employer on terms no less favorable to the worker than those required by this agreement, then the worker shall be returned to Costa Rica by the Government of the United States.

11. Every employment contract to which a worker admitted under this agreement is a party shall contain provision for the deduction from his wages of fifty cents a day for each day for which he received in wages a sum of not less than three dollars. The sums so deducted shall be remitted to the National Bank of Costa Rica for the credit of the worker upon his return to Costa Rica.

The sums so deducted shall be remitted at such times and in such manner as may be agreed upon between the Government of Costa Rica and the Chairman of the War Manpower Commission.

12. Workers shall have the right to discuss any problems of living or working conditions with their employers in accordance with procedures to be established by the employer. This shall not prevent the worker from using any appeals procedure which may be established by the War Manpower Commission.

13. At the expiration of the contract or any renewals thereof, the authorities of the United States shall consider the continued stay of the worker in the territory of the United States to be illegal from an immigration point of view, with the exception of cases of physical impossibility of the worker to return to Costa Rica and in that event only as long as such impossibility exists.

14. The Government of the United States, acting through the Chairman of the War Manpower Commission or his authorized representative, shall use its best efforts to return the workers to Costa Rica promptly upon expiration of the contracts or any renewal thereof. In the event that exigencies of the war create delays in the return of the workers, the Government of the United States acting through the Chairman of the War Manpower Commission or his authorized representative shall use its best efforts to continue the employment of the worker as provided in Section III, B, 2 of this agreement for such period as may be necessary until transportation facilities are available, but in no case longer than 6 months after the termination of the present hostilities.

IN WITNESS WHEREOF, we sign the present agreement in two originals, one in English for the Government of the United States of America and the other in Spanish for the Government of Costa Rica, in the city of San José, Costa Rica, this 20th day of May, 1944.

For the Government of  
Costa Rica

HERNÁN BEJARANO R  
*Under Secretary of State for Labor  
and Social Welfare*

Approved

For the War Manpower  
Commission

HIRAM S. PHILLIPS  
*Representative of the Chairman*

TEODORO PICADO  
*President of the Republic*

## MILITARY MISSION

*Agreement signed at Washington December 10, 1945*

*Entered into force December 10, 1945*

*Amended by agreements of February 3 and 15, 1950;<sup>1</sup> March 4 and October 17, 1958;<sup>2</sup> February 25 and May 13, 1959;<sup>3</sup> and March 17 and 28, 1966<sup>4</sup>*

*Extended by agreements of February 3 and 15, 1950;<sup>1</sup> July 2 and September 18, 1953;<sup>5</sup> March 4 and October 17, 1958;<sup>2</sup> May 16 and 17, 1962;<sup>6</sup> and March 17 and 28, 1966<sup>4</sup>*

59 Stat. 1682; Executive Agreement Series 486

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COSTA RICA

In conformity with the request of the Government of the Republic of Costa Rica to the Government of the United States of America, the President of the United States of America has authorized the appointment of officers and enlisted men of the United States Army to constitute a Military Mission to the Republic of Costa Rica under the conditions specified below.

#### TITLE I

##### *Purpose and Duration*

ARTICLE 1. The purpose of this Mission is to cooperate with the Minister of Public Security of the Republic of Costa Rica and with the personnel of the Costa Rican Army, with a view to enhancing the efficiency of the Costa Rican 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 Costa Rica, unless previously terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Govern-

<sup>1</sup> 1 UST 445; TIAS 2079.

<sup>2</sup> 11 UST 2227; TIAS 4595.

<sup>3</sup> 12 UST 901; TIAS 4795.

<sup>4</sup> 17 UST 531; TIAS 5998.

<sup>5</sup> 5 UST 2502; TIAS 3109.

<sup>6</sup> 14 UST 503; TIAS 5348.

ment 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 Costa Rica should desire that the services of the Mission be extended beyond the stipulated period, it shall make a written proposal to that effect six months before the expiration of this Agreement.

ARTICLE 4. This Agreement may be terminated before the expiration of the period of four years prescribed in Article 2, or before the expiration of the extension authorized in Article 3, in the following manner:

(a) By either of the Governments, subject to three months' written notice to the other Government;

(b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America, without necessity of compliance with provision (a) of this Article.

ARTICLE 5. This Agreement is subject to cancellation upon the initiative of either the Government of the United States of America or the Government of the Republic of Costa Rica at any time during a period when either Government is involved in domestic or foreign hostilities.

## TITLE II

### *Composition and Personnel*

ARTICLE 6. This Mission shall consist of such number of personnel of the United States Army as may be agreed upon by the Minister of Public Security of the Republic of Costa Rica through his authorized representative in Washington and by the War Department of the United States of America. The individuals to be assigned shall be those agreed upon by the Minister of Public Security of the Republic of Costa Rica or his authorized representative and by the War Department of the United States of America or its authorized representative.

## TITLE III

### *Duties, Rank and Precedence*

ARTICLE 7. Prior to inception of operations by the Mission under this Agreement, a tentative program for the Mission will be informally agreed upon between the Minister of Public Security of the Republic of Costa Rica and representatives of the War and State Departments of the United States of America. Any changes in this program which experience may demonstrate to be desirable shall be similarly agreed upon. The Mission shall carry out such duties as may be determined in pursuance of this Article and such other duties consistent with the purposes of this Agreement, as set

forth in Article 1, as may be assigned by the Minister of Public Security of the Republic of Costa Rica. The members of the Mission shall be responsible directly to the Minister of Public Security of the Republic of Costa Rica through the Chief of the United States Military Mission.

ARTICLE 8. Each member of the Mission shall serve on the Mission with the rank he holds in the United States Army, and shall wear the uniform of his rank in the United States Army, but shall have precedence over all Costa Rican officers of the same rank.

ARTICLE 9. Each member of the Mission shall be entitled to all benefits and privileges which the Regulations of the Costa Rican Army provide for Costa Rican officers of corresponding rank.

ARTICLE 10. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Army.

#### TITLE IV

##### *Compensation and Perquisites*

ARTICLE 11. Members of the Mission shall receive from the Government of the Republic of Costa Rica 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 Costa Rica 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 Costa Rica or of any of its political or administrative subdivisions. Should there, however, at present or while this Agreement is in effect, be any taxes that might affect this compensation, such taxes shall be borne by the Minister of Public Security of the Republic of Costa Rica in order to comply with the provisions of this Article that the compensation agreed upon shall be net.

ARTICLE 12. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America, or by mutual agreement when departure is from a place other than the United States of America, of each member of the Mission, and, except as otherwise expressly provided in this Agreement, shall continue, following the termination of duty with the Mission, for the return trip to the United States of America and thereafter for the period of any accumulated leave which may be due.

ARTICLE 13. The compensation due for the period of the return trip and accumulated leave shall be paid to a detached member of the Mission before his departure from the Republic of Costa Rica, and such payment shall be computed for travel by the shortest usually traveled route to the port of entry in the United States of America, regardless of the route and method of travel used by the member of the Mission.



ARTICLE 14. Each member of the Mission and each dependent member of his family shall be provided with first-class accommodations for travel required and performed under this Agreement by the shortest usually traveled route between the port of embarkation in the United States of America and his official residence in the Republic of Costa Rica, and from his official residence in the Republic of Costa Rica to the port of debarkation in the United States of America. Each member of the Mission shall be reimbursed for the expenses of shipment of his household effects and baggage; such reimbursement shall include all necessary expenses incident to unloading from the steamer upon arrival in the Republic of Costa Rica, cartage between the ship and the residence in the Republic of Costa Rica, and packing and loading on board the steamer upon departure from the Republic of Costa Rica. The cost of this transportation for members of the Mission, dependent members of their families, their household effects and baggage shall be borne by the Government of the United States of America. The transportation of such household effects and baggage shall be made in a single shipment and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement or when such shipments are necessitated by circumstances beyond their control. The provisions of this Article shall likewise apply to officers who are subsequently detailed to the Republic of Costa Rica for temporary duty, as additional personnel, or replacements for members of the Mission. The expenses of shipment of automobiles of the members of the Mission shall be borne by the Government of the Republic of Costa Rica.

ARTICLE 15. The Government of the Republic of Costa Rica shall grant, upon request of the members of the Mission, exemption from customs duties on articles imported for the official use of the Mission or the personal use of the members thereof and of members of their families, provided that their request for free entry has received the approval of the Ambassador of the United States of America or of the *Chargé d' Affaires ad interim*.

ARTICLE 16. Compensation for transportation and traveling expenses in the Republic of Costa Rica on official business of the Government of the Republic of Costa Rica shall be provided by the Government of the Republic of Costa Rica in accordance with the provisions of Article 9.

ARTICLE 17. Suitable motor transportation with chauffeur, shall on call be made available by the Government of the Republic of Costa Rica for use by the members of the Mission for the conduct of the official business of the Mission.

ARTICLE 18. The Government of the Republic of Costa Rica shall provide suitable office space and facilities for the use of the members of the Mission.

ARTICLE 19. If any member of the Mission, or any member of his family, should die in Costa Rica, the Government of the Republic of Costa Rica 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 Costa Rica shall not exceed the cost of transporting the remains from the place of decease to New York City. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death. Return transportation to New York City for the family of the deceased member and for their baggage, household effects, and automobile shall be provided as prescribed in Article 14. All compensation due the deceased member, including salary for fifteen (15) days subsequent to his death, and reimbursement for expenses and transportation due the deceased member for travel performed on official business of the Republic of Costa Rica, shall be paid to the widow of the deceased member or to any other person who may have been designated in writing by the deceased while serving under the terms of this Agreement; but such widow or other person shall not be compensated for accrued leave due and not taken by the deceased. All compensations due the widow, or other person designated by the deceased, under the provisions of this Article, shall be paid within fifteen (15) days of the decease of the said member.

#### TITLE V

##### *Requisites and Conditions*

ARTICLE 20. So long as this Agreement, or any extension thereof, is in effect, the Government of the Republic of Costa Rica shall not engage the services of any personnel of any other foreign government for duties of any nature connected with the Costa Rican Army, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Costa Rica.

ARTICLE 21. Each member of the Mission shall agree not to divulge or in any way disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in his capacity as a member of the Mission. This requirement shall continue in force after the termination of service with the Mission and after the expiration or cancellation of this Agreement or any extension thereof.

ARTICLE 22. Throughout this Agreement the term "family" is limited to mean wife and dependent children.

ARTICLE 23. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 24. The leave specified in the preceding Article may be spent in the Republic of Costa Rica, in the United States of America, or in other countries, but the expense of travel and transportation not otherwise provided for in this Agreement shall be borne by the member of the Mission taking

such leave. All travel time shall count as leave and shall not be in addition to the time authorized in the preceding Article.

ARTICLE 25. The leave specified in Article 23 may be spent in foreign countries, subject to the standing instructions of the War Department of the United States of America concerning visits abroad. In all cases the said leave or portions thereof, shall be taken by the officers only after consultation with the Ministry of Public Security of the Republic of Costa Rica with a view to ascertaining the mutual convenience of the Government of the Republic of Costa Rica and the officers in respect to this leave.

ARTICLE 26. Members of the Mission who may be replaced shall terminate their services on the Mission only upon the arrival of their replacements, except when otherwise mutually agreed upon in advance by the respective Governments.

ARTICLE 27. The Government of the Republic of Costa Rica shall provide suitable medical attention to members of the Mission and their families. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed in such hospital as the Chief of the Mission deems suitable, after consultation with the Minister of Public Security of the Republic of Costa Rica, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of Costa Rica shall be paid by the Government of the Republic of Costa Rica. If the hospitalized member is a commissioned officer he shall pay his cost of subsistence, but if he is an enlisted man the cost of subsistence shall be paid by the Government of the Republic of Costa Rica. Families shall enjoy the same privileges agreed upon in this Article for members of the Mission, except that a member of the Mission shall in all cases pay the cost of subsistence incident to hospitalization of a member of his family, except as may be provided under Article 9.

ARTICLE 28. Any member of the Mission unable to perform his duties with the Mission by reason of long continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, James F. Byrnes, Secretary of State of the United States of America, and Francisco de P. Gutiérrez, Ambassador Extraordinary and Plenipotentiary of the Republic of Costa Rica in Washington, duly authorized thereto, have signed this Agreement in duplicate in the English and Spanish languages, at Washington, this tenth day of December, one thousand nine hundred forty-five.

For the Government of the United States of America:

JAMES F. BYRNES [SEAL]

For the Government of the Republic of Costa Rica:

F. GUTIERREZ [SEAL]

## DUTIES, RIGHTS, PRIVILEGES, AND IMMUNITIES OF CONSULAR OFFICERS

*Convention signed at San José January 12, 1948*

*Senate advice and consent to ratification August 17, 1949*

*Ratified by the President of the United States September 2, 1949*

*Ratified by Costa Rica February 9, 1950*

*Ratifications exchanged at San José February 17, 1950*

*Entered into force March 19, 1950*

*Proclaimed by the President of the United States March 19, 1950*

[For text, see 1 UST 247; TIAS 2045.]

## FOOD PRODUCTION PROGRAM

*Exchange of notes at San José February 20 and 27, 1948; supplemental agreement of February 19, 1948*

*Entered into force February 27, 1948*

*Modified and extended by agreements of August 27 and October 5, 1948;<sup>1</sup> July 21 and August 18, 1949;<sup>2</sup> September 18 and November 14, 1950;<sup>3</sup> January 10 and 25, 1952;<sup>4</sup> June 3 and 10, 1952;<sup>5</sup> and January 18 and February 7, 1955<sup>6</sup>*

*Expired June 30, 1960*

62 Stat. 2045; Treaties and Other  
International Acts Series 1772

### EXCHANGE OF NOTES

*The American Ambassador to the Secretary of State for Foreign Affairs*

SAN JOSÉ, COSTA RICA

*February 20, 1948*

No. 43

EXCELLENCY:

I have the honor to refer to Your Excellency's Note 383-B dated February 17, 1948 in reply to my note No. 31 of February 6, 1948 concerning the possible signature of an agreement supplementing the agreement concerning a cooperative plan of agriculture entered into between the Government of Costa Rica and the Institute of Inter-American Affairs as embodied in the exchange of correspondence between a representative of the Institute and the Secretary of Agriculture on October 14 and 15, 1942,<sup>7</sup> respectively, as supplemented and modified by the agreements entered into under date of October 19, 1943<sup>2</sup> and March 8, 1944<sup>2</sup> by Mariano R. Montecalegre, Secretary of State in the Office of Agriculture, representing the Government of Costa Rica, and Mr. Vance Rogers, Chief of Field Party, representing the Institute of Inter-American Affairs.

Your Excellency's note of February 17, 1948 stated that the Ministry of Agriculture was agreeable to entering into a supplemental agreement extending the cooperative program of agriculture in Costa Rica through June 30, 1948, with provision being made for the contribution of additional funds

<sup>1</sup> TIAS 1992, *post*, p. 1100.

<sup>2</sup> TIAS 1996, *post*, p. 1103.

<sup>3</sup> 2 UST 6; TIAS 2172.

<sup>4</sup> 3 UST 3853; TIAS 2511.

<sup>5</sup> 3 UST 4394; TIAS 2587.

<sup>6</sup> 6 UST 2913; TIAS 3336.

<sup>7</sup> Not printed.

for such program and for the establishing of a special service within the framework of the Government of Costa Rica which would act as a medium through which the program may continue to be carried out. The continuation of the program as proposed would be on the understanding that the Government of Costa Rica would contribute funds in the amount of \$27,500, or the equivalent thereof in Costa Rican colones calculated on the basis of the current official rate of exchange, for use in paying direct expenses of the cooperative program. In addition, the Institute would also contribute additional funds in the amount of approximately \$50,000 for use in paying the salaries and other expenses of the officials and technicians maintained by the Institute in Costa Rica in order to collaborate with the officials of the Costa Rican Government in carrying out the cooperative program.

Since Your Excellency's note indicated that the Ministry of Agriculture was agreeable to the proposed supplemental agreement and had set the date of February 19, 1948 for its signature, Mr. Dillon S. Myer, President of the Institute of Inter-American Affairs, acting in representation of that organization which is a corporate instrumentality of the Government of the United States of America, signed the supplemental agreement with His Excellency, Hernán Zamora Elizondo, Secretary of State in Charge of the Ministry of Agriculture and Industries.

Clause XIX of the supplemental agreement provides that it would become effective as soon as diplomatic notes confirming and accepting it have been exchanged by Your Excellency's Ministry and me. I would therefore be grateful to receive from Your Excellency an indication of the acceptance by the Government of Costa Rica of the supplemental agreement as signed on February 19.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

NATHANIEL P. DAVIS

His Excellency

Señor don ALVARO BONILLA LARA,  
*Secretary of State Encharged with the  
Ministry of Foreign Relations,  
San José, Costa Rica.*

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*The Secretary of State for Foreign Affairs to the American Ambassador*

[TRANSLATION]

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN RELATIONS

No. 488-B

MR. AMBASSADOR:

SAN JOSE

February 27, 1948

With reference to the courteous note of Your Excellency No. 43 of the 20th of the present month, as well as with reference to Note No. 3537 of

the 19th of the current month addressed to this Ministry by the Secretary of State in Charge of the Ministry of Agriculture, I have the honor to notify Your Excellency that in fulfilment of Clause XIX of the Supplementary Agreement of the Institute of Inter-American Affairs, this Government takes pleasure in confirming and accepting the said agreement signed by Mr. Dillon S. Myer, President of the Institute of Inter-American Affairs and Licenciado Hernán Zamora Elizondo, Secretary of State in Charge of the Ministry of Agriculture.

I avail myself of the opportunity to renew to Your Excellency the assurances of my high appreciation and very distinguished consideration.

A. B. L.

MR. NATHANIEL P. DAVIS

*Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City*

#### SUPPLEMENTAL AGREEMENT

We, Hernán Zamora Elizondo, Secretary of State in charge of the Portfolio of Agriculture and Industries, duly authorized for this act by the President of the Republic, and who will be referred to hereinafter as the "Secretary", and Dillon S. Myer, President of the Institute of Inter-American Affairs, acting in representation of said organization, which is a corporate instrumentality of the government of the United States of America, hereinafter referred to as the "Institute", have celebrated the following Supplemental Agreement the terms of which supplement and modify the cooperative program of agriculture which was jointly undertaken by the government of Costa Rica, hereinafter referred to as the "Government", and the Institute, pursuant to the agreement entered into by the Government and the Institute as embodied in the exchange of correspondence between a representative of the Institute and the Secretary of Agriculture on October 14, and 15, 1942 respectively and which was supplemented and modified by the agreements entered into under date of October 19, 1943 and March 8, 1944 by Mariano R. Montealegre, Secretary of State in the Office of Agriculture, representing the Government, and Vance Rogers, Chief of Field Party, representing the Institute, all said agreements and correspondence hereinafter to be referred to as the "Basic Contract".

#### CLAUSE I

The parties hereto mutually agree and declare that the Basic Agreement be and hereby is supplemented and modified according to the clauses hereinafter set forth.

## CLAUSE II

The Institute shall continue to be represented in Costa Rica by a group of its officials and technicians known as the "Field Party of the Food Supply Division of The Institute of Inter-American Affairs in Costa Rica" and such officials and technicians shall remain under the immediate direction of an Institute official known as the "Chief of Field Party". The Chief of Field Party and other members of the field staff shall be appointed in concurrence with the Secretary. The Government of Costa Rica recognizes the Institute as a corporate instrumentality of the Government of the United States of America and that the Field Party of the Food Supply Division of the Institute in Costa Rica constitutes a division or office of the Institute.

## CLAUSE III

For the purpose of providing an instrumentality through which the cooperative program of agriculture will continue to be conducted by the representatives of the two parties to this agreement, the Government of Costa Rica shall create a special service to be known as the SERVICIO TECNICO INTERAMERICANO DE COOPERACION AGRICOLA (hereinafter referred to as "STICA") which shall operate as an entity within and subordinate to the Secretariat of Agriculture. STICA shall have the power to execute the cooperative program of agriculture in such manner as may be mutually agreed upon in writing by the Secretary and the Chief of Field Party.

## CLAUSE IV

The fields of activity which the cooperative program of agriculture may embrace shall continue to include those activities set forth in the Basic Agreement which shall be carried out, in so far as is possible, jointly with the agricultural program of the Banco Nacional de Costa Rica and with the agricultural training programs of the rural schools and which may include, without being limited to, the following:

a. Technical assistance in the fields of production, processing, storage and distribution of food products of animal and vegetal origin.

b. The study of economic problems of production, processing and distribution of foodstuffs, the preparation of reports and studies destined to provide information essential to planning adjustments in the production of crops to domestic consumption requirements.

c. The development of any acreage through irrigation, drainage, and soil conservation and other practices.

d. The furnishing of means, tools, equipment, insecticides, seeds, livestock, and other materials through sale, rental or loan, and of professional and technical services to agriculturists.



e. The development of a countrywide agricultural extension service to improve the production of food and to promote the agricultural industry generally, including demonstration of nutrition, diet and home economics.

f. Special assistance to inadequately financed operators of small farms including the providing of equipment for hire at minimum prices.

g. The making available to the Governments of Costa Rica and the United States of America of technical and scientific information and discoveries of interest to agriculturists in either country and the promoting of scientific studies in Costa Rican agricultural economy as requested by and in cooperation with either government.

#### CLAUSE V

The Government shall appoint as Director of STICA the Chief of Field Party and the Director of STICA shall be responsible for the execution of, and shall have authority to carry out through STICA, the cooperative program of agriculture.

#### CLAUSE VI

The cooperative program of agriculture in Costa Rica shall continue to consist of individual projects, including those presently being executed in Costa Rica under the direction of the Chief of Field Party under the Basic Agreement. The kind of work and the specific projects to be undertaken and the allocation of the funds and property of STICA therefor shall be embodied in written project agreements, which shall be signed by the Secretary and the Chief of Field Party as such and as Director of STICA. Such projects shall be carried out by the Director of STICA in conformity with policies prescribed jointly by the Secretary and Chief of Field Party.

#### CLAUSE VII

The Institute shall determine and pay the salaries and other expenses payable directly to, or on account of, members of the Institute Field Party, as well as such other expenses as the Institute may incur in connection with maintaining its Field Party in Costa Rica. The said funds employed by the Institute for such purposes which are estimated at approximately \$50,000 shall be retained by the Institute, it being expressly understood that such funds will not be deposited to the account of STICA.

#### CLAUSE VIII

The Government shall contribute to STICA the sum of \$27,500 or the equivalent thereof in Costa Rican Colones calculated on the basis of the current official rate of exchange; this sum to be provided by the Consejo Nacional de Producción. Such contribution required to be made by the Government to STICA shall be deposited, before February 29, 1948, in a special bank account in the Banco Nacional de Costa Rica to the account of

STICA and shall be in addition to the regular budget for the Secretariat of Agriculture and in addition to any amounts heretofore made available or agreed to be made available to the Institute by the Government for the cooperative program of agriculture.

Any funds of the Government heretofore or hereafter made available to the Institute for the cooperative program of agriculture in Costa Rica which have not been expended shall be deposited by the Institute to the account of STICA. It is hereby understood and agreed that in the event any of such unexpended funds shall have been obligated by the Institute, STICA shall assume the obligation of making appropriate disbursement of such funds for the purposes for which they were obligated by the Institute. All funds which the Government agreed pursuant to or in connection with the Basic Agreement to make available to the Institute for the cooperative program of agriculture shall be made available to STICA in the same manner and under the same conditions with respect to which those funds were to be paid to the Institute.

#### CLAUSE IX

All funds mentioned in this agreement, that is, of the Government, of the Institute and of STICA, shall continue to be available for the said cooperative program of agriculture during the term of this agreement without regard to annual periods or fiscal years of any of the parties.

Interest, if any, on the funds of STICA, and any income which shall accrue to the account of STICA as a result of normal project operations, or through the liquidation of projects, or from whatever source, will continue to be available to STICA for the promotion of those projects from which the income has accrued, or by mutual agreement between the Secretary, the Chief of Field Party and the Director of STICA, may be apportioned to other projects of STICA. Any funds and property acquired by STICA which may be unexpended or unused and unobligated at the termination of the period comprehended by this supplemental agreement will remain the property of the Government and continue to be used for the purposes of the cooperative program of agriculture in such manner as may be mutually agreed upon in writing by the Secretary and the Chief of Field Party.

Contributions, in addition to those referred to in Clause VIII hereof, may be received by the STICA from any source whatsoever and may be expended by it in the same manner as other funds, for the uses and objectives of the cooperative program of agriculture, provided that the receipt of any such additional contribution to STICA has been agreed to in advance by the Secretary and the Chief of Field Party.

#### CLAUSE X

The Government will, in addition to the funds required to be contributed by it to the cooperative agricultural program pursuant to this Supplemental

Agreement, make available such personnel, office space, facilities, equipment and materials as the Government may consider feasible and desirable for the development of the program.

#### CLAUSE XI

In view of the fact that purchases of materials, supplies and equipment and other disbursements relating to the execution of the cooperative program of agriculture may be made in the United States of America, STICA may turn over to the Institute for such purchases such amounts as may be mutually agreed upon between the Secretary and the Chief of Field Party and where it is necessary to convert Costa Rican Colones into dollars in connection with the cooperative program of agriculture in Costa Rica, the Colones shall be converted into dollars at the current official rate of exchange and shall be exempt from Costa Rican taxes, service charges, investment or deposit requirements, and other currency controls. Any funds of STICA paid to the Institute for such purchases in the United States of America and not expended or obligated therefor shall be deposited in STICA bank account at any time upon mutual agreement of the Secretary and the Chief of Field Party.

#### CLAUSE XII

All contracts necessary to carry out the terms of the projects, mutually agreed upon as herein provided, shall be in the name of STICA and shall be signed by the Secretary and the Director of STICA. Personnel of STICA shall be employed and discharged by the Director of STICA who shall be the final judge of their qualifications, all in accordance with general policies agreed to beforehand by the Director of STICA and the Secretary. The general policies and procedures for the execution of the cooperative program of agriculture and for the disbursement and accounting of funds, for the purchase, use, inventory, control and disposition of property and any other administrative matters, shall be determined or established by mutual agreement between the Secretary and the Chief of Field Party. Disbursements from the Bank account of STICA shall be made by the Director of STICA. The books and records of STICA relating to the said cooperative program of agriculture shall be open at all times for inspection by the representatives of the Government and the Institute and the Director of STICA shall render financial reports to the Government and to the Institute at such intervals as may be agreed upon between the Secretary and the Chief of Field Party.

#### CLAUSE XIII

All property presently owned by the Institute and used or available for use in Costa Rica in carrying out the cooperative program of agriculture may be made available to STICA for such program on a loan or rental basis or by sale provided that all of such property which is owned by the Institute on

the expiration date of this Supplemental Agreement shall be disposed of by the Institute in the manner determined by the Chief of Party. This paragraph shall not be construed to relieve the Government from its obligation under the Basic Agreement to reimburse the Institute for the appraised value of the corn dryer located at Guácimo as provided in the Basic Agreement.

#### CLAUSE XIV

All employees of the Institute in Costa Rica who are citizens of the United States of America and are engaged in carrying out the objectives of the cooperative program of agriculture shall be exempt in Costa Rica from all income taxes and Social Security taxes with respect to income on which they are obligated to pay income or Social Security taxes to the Government of the United States of America and from property taxes on personal property intended for their own use. Such employees and members of their families who reside with them in Costa Rica shall be exempted, also, from payment of customs or other taxes on their effects, exclusively personal, and equipment and supplies imported or exported for their own exclusive use.

#### CLAUSE XV

All rights and privileges which are enjoyed by similar governmental and official divisions or agencies of the Government shall accrue to STICA. Such rights and privileges shall include, for example, free postal and telegraph services, special government rates made by transportation companies and also, freedom and immunity from stamp, property, income and all other taxes as well as from consular charges and customs duties upon imports for the use of STICA in the cooperative program of agriculture. The Institute shall enjoy the same rights, exemptions and immunities with respect to its acts and property relating to the cooperative program of agriculture.

#### CLAUSE XVI

All materials, equipment and supplies purchased with funds of STICA shall become and remain the property of the Government and shall be devoted solely to the cooperative program of agriculture in Costa Rica.

#### CLAUSE XVII

Any rights, powers, or duties conferred by this Supplemental Agreement upon either the Secretary, the Chief of Field Party or the Director of STICA may be delegated by the recipient thereof to representatives in writing, provided that such representatives are satisfactory to the other parties. Regardless of the naming of said representatives, the Secretary and the Chief of Field Party shall have the right to refer any matter directly to one another for discussion and decision.

## CLAUSE XVIII

The Executive Power of the Republic of Costa Rica will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this Supplemental Agreement.

## CLAUSE XIX

The Basic Agreement shall remain in full force and effect for the period covered by this Supplemental Agreement except as the Basic Agreement is contrary to or is inconsistent with this Supplemental Agreement. This Supplemental Agreement shall terminate on June 30, 1948.

This Supplemental Agreement shall become effective as soon as diplomatic notes confirming and accepting this Supplemental Agreement have been exchanged between the Minister of Foreign Affairs of the Government of Costa Rica and the Ambassador of the United States of America to Costa Rica.

IN WITNESS THEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their duly authorized representatives, in duplicate, in the English and Spanish languages, in the City of San José, Costa Rica on this nineteenth day of February 1948.

For the Institute of Inter-American Affairs  
DILLON S. MYER

For the Government of Costa Rica  
HERNÁN ZAMORA E

## FOOD PRODUCTION PROGRAM

*Exchange of notes at San José August 27 and October 5, 1948, modifying and extending agreement of February 20 and 27, 1948*<sup>1</sup>  
*Entered into force October 5, 1948; operative from June 30, 1948*  
*Program expired June 30, 1960*

62 Stat. 3916; Treaties and Other  
International Acts Series 1992

*The American Chargé d'Affaires ad interim to the Acting Minister of Foreign  
Affairs and Worship*

No. 175

SAN JOSÉ, August 27, 1948

### EXCELLENCY:

I have the honor to refer to the Basic Agreement between the Government of Costa Rica and the Institute of Inter-American Affairs, embodied in the exchange of correspondence between the representative of the Institute and the Secretary of State in the Office of Agriculture of Your Excellency's Government, dated October 14 and 15, 1942,<sup>2</sup> respectively, as later modified and extended,<sup>3</sup> which provided for the initiation and execution of the existing cooperative program of agriculture in Costa Rica. Also I refer to Your Excellency's note no. 1425-B of August 27, 1948, suggesting the consideration by our respective governments of a further extension of that Agreement.

As Your Excellency knows, the agreement under reference provides that the cooperative program of agriculture will terminate on June 30, 1948. However, considering the mutual benefits which both governments are deriving from the program, my government agrees with the Government of Costa Rica 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 \$75,000.00 U.S. currency to the Servicio Tecnico Interamericano de Cooperacion Agricola for use in carrying out project activities of the program on condition that Your Excellency's Government would con-

<sup>1</sup> TIAS 1772, *ante*, p. 1091.

<sup>2</sup> Not printed.

<sup>3</sup> TIAS 1772, *ante*, p. 1091.

tribute to the Servicio for the same purpose the sum of Colones /420,000.00. The Institute would also be willing during the same extension period to make available an amount not exceeding \$123,395.00 U.S. Currency to be retained by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Institute Food Supply Division Field Staff, who are maintained by the Institute in Costa Rica. 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 worked out by officials of the Ministry of Agriculture and Industries 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<sup>4</sup> of an agreement by the Secretary of State in charge of the portfolio of Agriculture and Industries of Costa Rica and by a representative of the Institute of Inter-American Affairs embodying the above-mentioned technical details.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

ANDREW E. DONOVAN II  
*Chargé d'Affaires ad interim*

His Excellency  
Lic. GONZALO FACIO,  
*Acting Minister of Foreign Affairs,*  
*San José.*

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*The Minister of Foreign Affairs and Worship to the American Ambassador*

[TRANSLATION]

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN RELATIONS  
AND WORSHIP

No. 1983-B

SAN JOSÉ, October 5, 1948

EXCELLENCY:

I have the honor to refer to note No. 175 of the United States Embassy, dated August 27 of this year, regarding the extension of the agricultural cooperation program which is being carried out jointly by the Republic and the Institute of Inter-American Affairs, in connection with the proposal con-

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<sup>4</sup> The agreement was signed Aug. 30, 1948.



tained in note no. 1425-B of this Ministry that the Government of the United States agree to pay half the cost of the agricultural program which the Republic wishes to carry out by means of the Inter-American Technical Service of Agricultural Co-operation.

After the aforementioned note no. 175 had been transmitted to the Ministry of Agriculture, the latter stated, in communication no. 2383 dated the 29th of last month, that it was in complete agreement with the proposal of your Government and that it agreed to contribute the sum of \$420,000.00 (four hundred twenty thousand colones) for the execution of the agricultural co-operation program which will be extended to June 30 of next year.

In accordance with the foregoing, and in compliance with the wishes expressed in the note to which I am replying the next step in this matter would be the signature of the contemplated agreement by the Ministry of Agriculture and a representative of the Institute of Inter-American Affairs.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

BENJAMÍN ODIO

His Excellency

NATHANIEL P. DAVIS

*Ambassador Extraordinary and Plenipotentiary  
of the United States  
City.*

## FOOD PRODUCTION PROGRAM

*Exchange of notes at San José July 21 and August 18, 1949, modifying and extending agreement of February 20 and 27, 1948,<sup>1</sup> as modified and extended*

*Entered into force August 22, 1949; operative from June 30, 1949  
Program expired June 30, 1960*

63 Stat. 2757; Treaties and Other  
International Acts Series 1996

*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs  
and Worship*

No. 108

SAN JOSÉ, July 21, 1949

### EXCELLENCY:

I have the honor to refer to the Basic Agreement, as amended, entered into October 1942 between the Republic of Costa Rica and The Institute of Inter-American Affairs, providing for the existing cooperative program of agriculture in Costa Rica.<sup>2</sup> I also refer to Your Excellency's note no. 5937-B of July 1, 1949 suggesting the consideration by our respective governments of a further extension of that Agreement.

Considering the mutual benefits which both governments are deriving from the program, my government agrees with the Government of Costa Rica that an extension of the program beyond its present termination date of June 30, 1949 would be desirable. Accordingly, I have been advised by the Department of State in Washington that arrangements may now be made for the Institute to continue its participation in the program for a period of one year, from June 30, 1949 through June 30, 1950. It would be understood that, during this period of extension, the Institute would make a contribution of \$125,000.00, in the currency of the United States, to the Servicio Tecnico Inter-Americano de Cooperación Agrícola, for use in carrying out project activities of the program, on condition that Your Excellency's Government would contribute to the Servicio for the same purpose the sum of ₡700,000.00 (colones). The Institute would also be willing, during the

<sup>1</sup> TIAS 1772, *ante*, p. 1091.

<sup>2</sup> For text of supplemental agreement signed Feb. 19, 1943, see TIAS 1772, *ante*, p. 1093.

same extension period, to make available funds to be administered by the Institute, and not deposited to the account of the Servicio, for payment of salaries and other expenses of the members of the Food Supply Division field staff who are maintained by the Institute in Costa Rica. The amounts referred to would be in addition to the sums already required under the present Basic Agreement, as amended, to be contributed and made available by the parties in the furtherance of the program.

The Government of the United States of America will consider the present note and Your Excellency's reply concurring therein as constituting an agreement between our two governments, which shall come into force on the date of signature<sup>3</sup> of an agreement by the Minister of Agriculture and Industries and a representative of The Institute of Inter-American Affairs embodying the above-mentioned technical details.

If the proposed extension on the above basis is acceptable to Your Excellency's Government, I would appreciate receiving an expression of Your Excellency's assurance to that effect as soon as may be possible in order that the technical details of the extension may be worked out by the officials of the Ministry of Agriculture and Industries and the Institute of Inter-American Affairs.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

ANDREW E. DONOVAN II  
*Chargé d'Affaires a. i.*

His Excellency  
BENJAMÍN ODIO,  
*Minister of Foreign Affairs,*  
*San José.*

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*The Minister of Foreign Affairs and Worship to the American Ambassador*

[TRANSLATION]

REPUBLIC OF COSTA RICA  
MINISTRY OF FOREIGN RELATIONS  
AND WORSHIP

No. 7189-B

SAN JOSÉ, August 18, 1949

MR. AMBASSADOR:

I have the honor to transcribe herein word for word the following note from the Ministry of Agriculture and Industries, and to request that Your Excellency be good enough to give it the attention which you may consider pertinent:

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<sup>3</sup> The agreement was signed Aug. 22, 1949.

"No. 3919—August 17, 1949. Mr. Benjamín Odio,  
Minister of Foreign Affairs. City.

Sir:

By this means I have the honor to inform you, in order that you in turn may so inform the Embassy of the United States of America in our country, that the Government of Costa Rica, through the Ministry of Agriculture and Industries, has agreed to extend for a period of another year existing contracts with the Institute of Inter-American Affairs for project activities of the Servicio Técnico Interamericano de Cooperación Agrícola (STICA).

We therefore request your valuable intervention in order that through you the Embassy of the United States of America may authorize Mr. Howard M. Gabbert, Director of STICA, to sign the aforementioned contracts at the proper time.

Thanking you for the attention which you may be good enough to give to this note, I am

Very respectfully yours,

Bruce Masís D., Minister of Agriculture and Industries."

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration,

BENJAMIN ODIO

His Excellency JOSEPH FLACK,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
American Embassy, City*

# Cuba

## COMMERCIAL RELATIONS

*Convention signed at Havana December 11, 1902*

*Amended by supplementary convention of January 26, 1903<sup>1</sup>*

*Senate advice and consent to ratification, with an amendment, March 19, 1903<sup>2</sup>*

*Ratified by the President of the United States, with an amendment, March 30, 1903<sup>2</sup>*

*Ratified by Cuba March 30, 1903*

*Ratifications exchanged at Washington March 31, 1903*

*Approved by the Congress December 17, 1903<sup>3</sup>*

*Proclaimed by the President of the United States December 17, 1903*

*Entered into force December 27, 1903*

*Suspended by agreement of August 24, 1934<sup>4</sup>*

*Made inoperative by agreement of October 30, 1947<sup>5</sup>*

*Terminated August 21, 1963<sup>6</sup>*

33 Stat. 2136; Treaty Series 427

The President of the United States of America and the President of the Republic of Cuba, animated by the desire to strengthen the bonds of friendship between the two countries, and to facilitate their commercial intercourse by improving the conditions of trade between them, have resolved to enter into a convention for that purpose, and have appointed their respective Plenipotentiaries, to-wit:

<sup>1</sup> TS 428, *post*, p. 1112.

<sup>2</sup> The U.S. amendment adds the following paragraph at the end of art. XI: "This convention shall not take effect until the same shall have been approved by the Congress."

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

<sup>3</sup> The act approved Dec. 17, 1903, entitled "An Act to carry into effect a convention between the United States and the Republic of Cuba, signed on the eleventh day of December, in the year nineteen hundred and two" (33 Stat. 3) reads as follows:

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That whenever the President of the United States shall receive satisfactory evidence that the Republic of Cuba has made provision to give full

The President of the United States of America, the Honorable *General Tasker H. Bliss*;

The President of the Republic of Cuba, the Honorable *Carlos de Zaldo y Beurmann*, Secretary of State and Justice, and the Honorable *José M. García y Montes*, Secretary of the Treasury;

who, after an exchange of their full powers found to be in good and due form, have, in consideration of and in compensation for the respective concessions and engagements made by each to the other as hereinafter recited, agreed and do hereby agree upon the following Articles for the regulation and government of their reciprocal trade, namely:

effect to the Articles of the convention between the United States and the Republic of Cuba, signed on the eleventh day of December, in the year nineteen hundred and two, he is hereby authorized to issue his proclamation declaring that he has received such evidence, and thereupon on the tenth day after exchange of ratifications of such convention between the United States and the Republic of Cuba, and so long as the said convention shall remain in force, all articles of merchandise being the product of the soil or industry of the Republic of Cuba, which are now imported into the United States free of duty, shall continue to be so admitted free of duty, and all other articles of merchandise being the product of the soil or industry of the Republic of Cuba imported into the United States shall be admitted at a reduction of twenty per centum of the rates of duty thereon, as provided by the tariff Act of the United States, approved July twenty-fourth, eighteen hundred and ninety-seven, or as may be provided by any tariff law of the United States subsequently enacted. The rates of duty herein granted by the United States to the Republic of Cuba are and shall continue during the term of said convention preferential in respect to all like imports from other countries: *Provided*, That while said convention is in force no sugar imported from the Republic of Cuba, and being the product of the soil or industry of the Republic of Cuba, shall be admitted into the United States at a reduction of duty greater than twenty per centum of the rates of duty thereon, as provided by the tariff Act of the United States, approved July twenty-fourth, eighteen hundred and ninety-seven, and no sugar the product of any other foreign country shall be admitted by treaty or convention into the United States while this convention is in force at a lower rate of duty than that provided by the tariff Act of the United States approved July twenty-fourth, eighteen hundred and ninety-seven: *And provided further*, That nothing herein contained shall be held or construed as an admission on the part of the House of Representatives that customs duties can be changed otherwise than by an Act of Congress, originating in said House.

"Sec. 2. That so long as said convention shall remain in force, the laws and regulations adopted, or that may be adopted by the United States to protect the revenues and prevent fraud in the declarations and proofs, that the articles of merchandise to which said convention may apply are the product or manufacture of the Republic of Cuba, shall not impose any additional charge or fees thereon on the articles imported, excepting the consular fees established, or which may be established, by the United States for issuing shipping documents, which fees shall not be higher than those charged on the shipments of similar merchandise from any other nation whatsoever; that articles of the Republic of Cuba shall receive, on their importation into the ports of the United States, treatment equal to that which similar articles of the United States shall receive on their importation into the ports of the Republic of Cuba; that any tax or charge that may be imposed by the national or local authorities of the United States upon the articles of merchandise of the Republic of Cuba, embraced in the provisions of said convention, subsequent to importation and prior to their entering into consumption into the United States, shall be imposed and collected without discrimination upon like articles whencesoever imported."

<sup>4</sup> EAS 67, *post*, p. 1163.

<sup>5</sup> TIAS 1703, *post*, p. 1229.

<sup>6</sup> Pursuant to notice of termination given by the United States Aug. 21, 1962.

## ARTICLE I

During the term of this convention, all articles of merchandise being the product of the soil or industry of the United States which are now imported into the Republic of Cuba free of duty, and all articles of merchandise being the product of the soil or industry of the Republic of Cuba which are now imported into the United States free of duty, shall continue to be so admitted by the respective countries free of duty.

## ARTICLE II

During the term of this convention, all articles of merchandise not included in the foregoing Article I and being the product of the soil or industry of the Republic of Cuba imported into the United States shall be admitted at a reduction of twenty percentum of the rates of duty thereon as provided by the Tariff Act of the United States approved July 24, 1897,<sup>1</sup> or as may be provided by any tariff law of the United States subsequently enacted.

## ARTICLE III

During the term of this convention, all articles of merchandise not included in the foregoing Article I and not hereinafter enumerated, being the product of the soil or industry of the United States, imported into the Republic of Cuba shall be admitted at a reduction of twenty percentum of the rates of duty thereon as now provided or as may hereafter be provided in the Customs Tariff of said Republic of Cuba.

## ARTICLE IV

During the term of this convention, the following articles of merchandise as enumerated and described in the existing Customs Tariff of the Republic of Cuba, being the product of the soil or industry of the United States imported into Cuba shall be admitted at the following respective reductions of the rates of duty thereon as now provided or as may hereafter be provided in the Customs Tariff of the Republic of Cuba:

*Schedule A*

To be admitted at a reduction of TWENTY FIVE (25) percentum:

Machinery and apparatus of copper or its alloys or machines and apparatus in which copper or its alloys enter as the component of chief value; cast iron, wrought iron and steel, and manufactures thereof; articles of crystal and glass, except window glass; ships and water borne vessels of all kinds, of iron or steel; whiskies and brandies; fish, salted, pickled, smoked or marinated; fish or shell fish, preserved in oil or otherwise in tins; articles of pottery or earthenware now classified under Paragraphs 21 and 22 of the Customs Tariff of the Republic of Cuba.

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<sup>1</sup> 30 Stat. 151.



*Schedule B*

To be admitted at a reduction of THIRTY (30) percentum:

Butter; flour of wheat; corn; flour of corn or corn meal; chemical and pharmaceutical products and simple drugs; malt liquors in bottles; non-alcoholic beverages; cider; mineral waters; colors and dyes; window glass; complete or partly made up articles of hemp, flax, pita, jute, henequen, ramie, and other vegetable fibers now classified under the paragraphs of Group 2, Class V, of the Customs Tariff of the Republic of Cuba; musical instruments; writing and printing paper, except for newspapers; cotton and manufactures thereof, except knitted goods (see Schedule C); all articles of cutlery; boots, shoes and slippers, now classified under Paragraphs 197 and 198 of the Customs Tariff of the Republic of Cuba; gold and silver plated ware; drawings, photographs, engravings, lithographs, cromolithographs, oleographs, etc., printed from stone, zinc, aluminum, or other material, used as labels, flaps, bands and wrappers for tobacco or other purposes, and all the other papers (except paper for cigarettes, and excepting maps and charts), pasteboard and manufactures thereof, now classified under Paragraphs 157 to 164 inclusive of the Customs Tariff of the Republic of Cuba; common or ordinary soaps, now classified under Paragraph 105, letters "A" and "B", of the Customs Tariff of the Republic of Cuba; vegetables, pickled or preserved in any manner; all wines, except those now classified under Paragraph 279 (a) of the Customs Tariff of the Republic of Cuba.

*Schedule C*

To be admitted at a reduction of FORTY (40) percentum:

Manufactures of cotton, knitted, and all manufactures of cotton not included in the preceding schedules; cheese; fruits, preserved; paper pulp; perfumery and essences; articles of pottery and earthenware now classified under Paragraph 20 of the Customs Tariff of the Republic of Cuba; porcelain; soaps, other than common, now classified under Paragraph 105 of the Customs Tariff of the Republic of Cuba; umbrellas and parasols; dextrine and glucose; watches; wool and manufactures thereof; silk and manufactures thereof; rice; cattle.

## ARTICLE V

It is understood and agreed that the laws and regulations adopted, or that may be adopted, by the United States and by the Republic of Cuba, to protect their revenues and prevent fraud in the declarations and proofs that the articles of merchandise to which this convention may apply are the product or manufacture of the United States and the Republic of Cuba, respectively, shall not impose any additional charge or fees therefor on the articles imported, excepting the consular fees established, or which may be established, by either of the two countries for issuing shipping documents,

which fees shall not be higher than those charged on the shipments of similar merchandise from any other nation whatsoever.

#### ARTICLE VI

It is agreed that the tobacco, in any form, of the United States or of any of its insular possessions, shall not enjoy the benefit of any concession or rebate of duty when imported into the Republic of Cuba.

#### ARTICLE VII

It is agreed that similar articles of both countries shall receive equal treatment on their importation into the ports of the United States and of the Republic of Cuba, respectively.

#### ARTICLE VIII

The rates of duty herein granted by the United States to the Republic of Cuba are and shall continue during the term of this convention preferential in respect to all like imports from other countries, and, in return for said preferential rates of duty granted to the Republic of Cuba by the United States, it is agreed that the concession herein granted on the part of the said Republic of Cuba to the products of the United States shall likewise be, and shall continue, during the term of this convention, preferential in respect to all like imports from other countries. Provided, That while this convention is in force, no sugar imported from the Republic of Cuba, and being the product of the soil or industry of the Republic of Cuba, shall be admitted into the United States at a reduction of duty greater than twenty per centum of the rates of duty thereon as provided by the tariff act of the United States approved July 24, 1897, and no sugar, the product of any other foreign country, shall be admitted by treaty or convention into the United States, while this convention is in force, at a lower rate of duty than that provided by the tariff act of the United States approved July 24, 1897.

#### ARTICLE IX

In order to maintain the mutual advantages granted in the present convention by the United States to the Republic of Cuba and by the Republic of Cuba to the United States, it is understood and agreed that any tax or charge that may be imposed by the national or local authorities of either of the two countries upon the articles of merchandise embraced in the provisions of this convention, subsequent to importation and prior to their entering into consumption in the respective countries, shall be imposed and collected without discrimination upon like articles whencesoever imported.

#### ARTICLE X

It is hereby understood and agreed that in case of changes in the tariff of either country which deprive the other of the advantage which is represented

by the percentages herein agreed upon, on the actual rates of the tariffs now in force, the country so deprived of this protection reserves the right to terminate its obligations under this convention after six months' notice to the other of its intention to arrest the operations thereof.

And it is further understood and agreed that if, at any time during the term of this convention, after the expiration of the first year, the protection herein granted to the products and manufactures of the United States on the basis of the actual rates of the tariff of the Republic of Cuba now in force, should appear to the government of the said Republic to be excessive in view of a new tariff law that may be adopted by it after this convention becomes operative, then the said Republic of Cuba may reopen negotiations with a view to securing such modifications as may appear proper to both contracting parties.

#### ARTICLE XI<sup>8</sup>

The present convention shall be ratified by the appropriate authorities of the respective countries, and the ratifications shall be exchanged at Washington, District of Columbia, United States of America, as soon as may be before the thirty-first day of January, 1903, and the convention shall go into effect on the tenth day after the exchange of ratifications, and shall continue in force for the term of five (5) years from date of going into effect, and from year to year thereafter until the expiration of one year from the day when either of the contracting parties shall give notice to the other of its intention to terminate the same.

This convention shall not take effect until the same shall have been approved by the Congress.

In witness whereof we, the respective Plenipotentiaries, have signed the same in duplicate, in English and Spanish, and have affixed our respective seals, at Havana, Cuba, this eleventh day of December, in the year one thousand nine hundred and two.

TASKER H. BLISS [SEAL]

CARLOS DE ZALDO [SEAL]

JOSÉ M. GARCÍA MONTES [SEAL]

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<sup>8</sup> For amendments to art. XI, see TS 428, *post*, p. 1112, and footnote 2, p. 1106.

## COMMERCIAL RELATIONS

*Supplementary convention signed at Washington January 26, 1903,  
amending convention of December 11, 1902*

*Senate advice and consent to ratification February 16, 1903*

*Ratified by the President of the United States March 30, 1903*

*Ratified by Cuba March 30, 1903*

*Ratifications exchanged at Washington March 31, 1903*

*Entered into force March 31, 1903*

*Proclaimed by the President of the United States December 17, 1903*

*Terminated August 21, 1963*<sup>1</sup>

33 Stat. 2145; Treaty Series 428

The President of the United States of America and the President of the Republic of Cuba considering it expedient to prolong the period within which, by Article XI of the Commercial Convention, signed by their respective plenipotentiaries at Habana on December 11, 1902,<sup>2</sup> the exchange of ratifications of the said Convention shall take place, have for that purpose appointed their respective Plenipotentiaries, namely:

The President of the United States of America, John Hay, Secretary of State of the United States of America; and

The President of Cuba, Gonzalo de Quesada, Envoy Extraordinary and Minister Plenipotentiary to the United States;

Who, after having communicated each to the other their respective full powers which were found to be in good and due form, have agreed upon the following additional and amendatory article to be taken as a part of said Convention:

### SOLE ARTICLE

The respective ratifications of the said Convention shall be exchanged as soon as possible, and within two months from January 31, 1903.

Done in duplicate at Washington this twenty-sixth day of January A.D. 1903.

JOHN HAY	[SEAL]
GONZALO DE QUESADA	[SEAL]

<sup>1</sup> Pursuant to notice of termination given by the United States Aug. 21, 1962.

<sup>2</sup> TS 427, *ante*, p. 1106.

## LEASE OF LANDS FOR COALING AND NAVAL STATIONS

*Agreement signed at Havana February 16, 1903, and at Washington  
February 23, 1903*

*Entered into force February 23, 1903*

*Continued in effect by treaty of May 29, 1934*<sup>1</sup>

Treaty Series 418

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC  
OF CUBA FOR THE LEASE (SUBJECT TO TERMS TO BE AGREED UPON BY  
THE TWO GOVERNMENTS) TO THE UNITED STATES OF LANDS IN CUBA  
FOR COALING AND NAVAL STATIONS

The United States of America and the Republic of Cuba, being desirous to execute fully the provisions of Article VII of the Act of Congress approved March second, 1901,<sup>2</sup> and of Article VII of the Appendix to the Constitution of the Republic of Cuba promulgated on the 20th of May, 1902, which provide:

“Article VII. To enable the United States to maintain the independence of Cuba, and to protect the people thereof, as well as for its own defense, the Cuban Government will sell or lease to the United States the lands necessary for coaling or naval stations, at certain specified points, to be agreed upon with the President of the United States.”

have reached an agreement to that end, as follows:

### ARTICLE I

The Republic of Cuba hereby leases to the United States, for the time required for the purposes of coaling and naval stations, the following described areas of land and water situated in the Island of Cuba:

1st. In Guantanamo (see Hydrographic Office Chart 1857).

From a point on the south coast, 4.37 nautical miles to the eastward of Windward Point Light House, a line running north (true) a distance of 4.25 nautical miles;

<sup>1</sup> TS 866, *post*, p. 1161.

<sup>2</sup> 31 Stat. 898.

From the northern extremity of this line, a line running west (true), a distance of 5.87 nautical miles;

From the western extremity of this last line, a line running southwest (true), 3.31 nautical miles;

From the southwestern extremity of this last line, a line running south (true), to the seacoast.

This lease shall be subject to all the conditions named in Article II of this agreement.

2nd. In Northwestern Cuba (see Hydrographic Office Chart 2036).

In Bahia Honda (see Hydrographic Office Chart 520b).

All that land included in the peninsula containing Cerro del Morrillo and Punta del Carenero situated to the westward of a line running south (true) from the north coast at a distance of thirteen hundred yards east (true) from the crest of Cerro del Morrillo, and all the adjacent waters touching upon the coast line of the above described peninsula and including the estuary south of Punta del Carenero with the control of the headwaters as necessary for sanitary and other purposes.

And in addition all that piece of land and its adjacent waters on the western side of the entrance to Bahia Honda included between the shore line and a line running north and south (true) to low water marks through a point which is west (true) distant one nautical mile from Pta. del Cayman.

## ARTICLE II

The grant of the foregoing Article shall include the right to use and occupy the waters adjacent to said areas of land and water, and to improve and deepen the entrances thereto and the anchorages therein, and generally to do any and all things necessary to fit the premises for use as coaling or naval stations only, and for no other purpose.

Vessels engaged in the Cuban trade shall have free passage through the waters included within this grant.

## ARTICLE III

While on the one hand the United States recognizes the continuance of the ultimate sovereignty of the Republic of Cuba over the above described areas of land and water, on the other hand the Republic of Cuba consents that during the period of the occupation by the United States of said areas under the terms of this agreement the United States shall exercise complete jurisdiction and control over and within said areas with the right to acquire (under conditions to be hereafter agreed upon by the two Governments) for the public purposes of the United States any land or other property therein by purchase or by exercise of eminent domain with full compensation to the owners thereof.

Done in duplicate at Habana, and signed by the President of the Republic of Cuba this sixteenth day of February, 1903.

T. ESTRADA PALMA [SEAL]

Signed by the President of the United States the twenty third of February, 1903.

THEODORE ROOSEVELT [SEAL]



## RELATIONS WITH CUBA

*Treaty signed at Havana May 22, 1903*

*Amended by supplementary convention of January 20, 1904<sup>1</sup>*

*Senate advice and consent to ratification March 22, 1904*

*Ratified by Cuba June 20, 1904*

*Ratified by the President of the United States June 25, 1904*

*Ratifications exchanged at Washington July 1, 1904*

*Entered into force July 1, 1904*

*Proclaimed by the President of the United States July 2, 1904*

*Abrogated June 9, 1934, by treaty of May 29, 1934<sup>2</sup>*

33 Stat. 2248; Treaty Series 437

Whereas the Congress of the United States of America, by an Act approved March 2, 1901,<sup>3</sup> provided as follows:

Provided further, That in fulfillment of the declaration contained in the joint resolution approved April twentieth, eighteen hundred and ninety-eight, entitled, "For the recognition of the independence of the people of Cuba, demanding that the Government of Spain relinquish its authority and government in the island of Cuba, and to withdraw its land and naval forces from Cuba and Cuban waters, and directing the President of the United States to use the land and naval forces of the United States to carry these resolutions into effect," the President is hereby authorized to "leave the government and control of the island of Cuba to its people" so soon as a government shall have been established in said island under a constitution which, either as a part thereof or in an ordinance appended thereto, shall define the future relations of the United States with Cuba, substantially as follows:

"I.—That the government of Cuba shall never enter into any treaty or other compact with any foreign power or powers which will impair or tend to impair the independence of Cuba, nor in any manner authorize or permit any foreign power or powers to obtain by colonization or for military or naval purposes or otherwise, lodgement in or control over any portion of said island."

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<sup>1</sup> TS 438, *post*, p. 1123.

<sup>2</sup> TS 866, *post*, p. 1161.

<sup>3</sup> 31 Stat. 895.

“II.—That said government shall not assume or contract any public debt, to pay the interest upon which, and to make reasonable sinking fund provision for the ultimate discharge of which, the ordinary revenues of the island, after defraying the current expenses of government shall be inadequate.”

“III.—That the government of Cuba consents that the United States may exercise the right to intervene for the preservation of Cuban independence, the maintenance of a government adequate for the protection of life, property, and individual liberty, and for discharging the obligations with respect to Cuba imposed by the treaty of Paris <sup>4</sup> on the United States, now to be assumed and undertaken by the government of Cuba.”

“IV.—That all Acts of the United States in Cuba during its military occupancy thereof are ratified and validated, and all lawful rights acquired thereunder shall be maintained and protected.”

“V.—That the government of Cuba will execute, and as far as necessary extend, the plans already devised or other plans to be mutually agreed upon, for the sanitation of the cities of the island, to the end that a recurrence of epidemic and infectious diseases may be prevented thereby assuring protection to the people and commerce of Cuba, as well as to the commerce of the southern ports of the United States and the people residing therein.”

“VI.—That the Isle of Pines shall be omitted from the proposed constitutional boundaries of Cuba, the title thereto being left to future adjustment by treaty.”

“VII.—That to enable the United States to maintain the independence of Cuba, and to protect the people thereof, as well as for its own defense, the government of Cuba will sell or lease to the United States lands necessary for coaling or naval stations at certain specified points to be agreed upon with the President of the United States.”

“VIII.—That by way of further assurance the government of Cuba will embody the foregoing provisions in a permanent treaty with the United States.”

Whereas the Constitutional Convention of Cuba, on June twelfth, 1901, adopted a Resolution adding to the Constitution of the Republic of Cuba which was adopted on the twenty-first of February 1901, an appendix in the words and letters of the eight enumerated articles of the above cited act of the Congress of The United States;

And whereas, by the establishment of the independent and sovereign government of the Republic of Cuba, under the constitution promulgated on the 20<sup>th</sup> of May, 1902, which embraced the foregoing conditions, and by the withdrawal of the Government of the United States as an intervening power, on the same date, it becomes necessary to embody the above cited provisions in a permanent treaty between the United States of America and the Republic of Cuba;

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<sup>4</sup> TS 343, *post*, SPAIN.

The United States of America and the Republic of Cuba, being desirous to carry out the foregoing conditions, have for that purpose appointed as their plenipotentiaries to conclude a treaty to that end,

The President of the United States of America, Herbert G. Squiers, Envoy Extraordinary and Minister Plenipotentiary at Havana,

And the President of the Republic of Cuba, Carlos de Zaldo y Beurmann, Secretary of State and Justice,—who after communicating to each other their full powers found in good and due form, have agreed upon the following articles:

#### ARTICLE I

The Government of Cuba shall never enter into any treaty or other compact with any foreign power or powers which will impair or tend to impair the independence of Cuba, nor in any manner authorize or permit any foreign power or powers to obtain by colonization or for military or naval purposes, or otherwise, lodgement in or control over any portion of said island.

#### ARTICLE II

The Government of Cuba shall not assume or contract any public debt to pay the interest upon which, and to make reasonable sinking-fund provision for the ultimate discharge of which, the ordinary revenues of the Island of Cuba, after defraying the current expenses of the Government, shall be inadequate.

#### ARTICLE III

The Government of Cuba consents that the United States may exercise the right to intervene for the preservation of Cuban independence, the maintenance of a government adequate for the protection of life, property, and individual liberty, and for discharging the obligations with respect to Cuba imposed by the Treaty of Paris on the United States, now to be assumed and undertaken by the Government of Cuba.

#### ARTICLE IV

All acts of the United States in Cuba during its military occupancy thereof are ratified and validated, and all lawful rights acquired thereunder shall be maintained and protected.

#### ARTICLE V

The Government of Cuba will execute, and, as far as necessary, extend the plans already devised, or other plans to be mutually agreed upon, for the sanitation of the cities of the island, to the end that a recurrence of epidemic and infectious diseases may be prevented, thereby assuring protection to the people and commerce of Cuba, as well as to the commerce of the Southern ports of the United States and the people residing therein.

## ARTICLE VI

The Island of Pines shall be omitted from the boundaries of Cuba specified in the Constitution, the title thereto being left to future adjustment by treaty.

## ARTICLE VII

To enable the United States to maintain the independence of Cuba, and to protect the people thereof, as well as for its own defense, the Government of Cuba will sell or lease to the United States lands necessary for coaling or naval stations, at certain specified points, to be agreed upon with the President of the United States.

## ARTICLE VIII

The present Convention shall be ratified by each party in conformity with the respective Constitutions of the two countries, and the ratifications shall be exchanged in the City of Washington within eight months <sup>5</sup> from this date.

In witness whereof, we the respective Plenipotentiaries, have signed the same in duplicate, in English and Spanish, and have affixed our respective seals at Havana, Cuba, this twenty-second day of May, in the year nineteen hundred and three.

H. G. SQUIERS	[SEAL]
CARLOS DE ZALDO	[SEAL]

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<sup>5</sup> For an extension of the time specified in art. VIII, see TS 438, *post*, p. 1123.

## LEASE OF CERTAIN AREAS FOR NAVAL OR COALING STATIONS

*Lease signed at Havana July 2, 1903*

*Ratified by Cuba August 17, 1903*

*Approved by the President of the United States October 2, 1903*

*Ratifications exchanged at Washington October 6, 1903*

*Entered into force October 6, 1903*

*Continued in effect by treaty of May 29, 1934*<sup>1</sup>

Treaty Series 426

The United States of America and the Republic of Cuba, being desirous to conclude the conditions of the lease of areas of land and water for the establishment of naval or coaling stations in Guantanamo and Bahia Honda the Republic of Cuba made to the United States by the Agreement of February 16/23, 1903,<sup>2</sup> in fulfillment of the provisions of Article Seven of the Constitutional Appendix of the Republic of Cuba, have appointed their Plenipotentiaries to that end.

The President of the United States of America, HERBERT G. SQUIERS, Envoy Extraordinary and Minister Plenipotentiary in Havana,

And the President of the Republic of Cuba, JOSÉ M. GARCIA MONTES, Secretary of Finance, and acting Secretary of State and Justice, who, after communicating to each other their respective full powers, found to be in due form, have agreed upon the following Articles:

### ARTICLE I

The United States of America agrees and covenants to pay to the Republic of Cuba the annual sum of two thousand dollars, in gold coin of the United States, as long as the former shall occupy and use said areas of land by virtue of said Agreement.

All private lands and other real property within said areas shall be acquired forthwith by the Republic of Cuba.

The United States of America agrees to furnish to the Republic of Cuba the sums necessary for the purchase of said private lands and properties and

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<sup>1</sup> TS 866, *post*, p. 1161.

<sup>2</sup> TS 418, *ante*, p. 1113.

such sums shall be accepted by the Republic of Cuba as advance payment on account of rental due by virtue of said Agreement.

## ARTICLE II

The said areas shall be surveyed and their boundaries distinctly marked by permanent fences or inclosures.

The expenses of construction and maintenance of such fences or inclosures shall be borne by the United States.

## ARTICLE III

The United States of America agrees that no person, partnership, or corporation shall be permitted to establish or maintain a commercial, industrial or other enterprise within said areas.

## ARTICLE IV

Fugitives from justice charged with crimes or misdemeanors amenable to Cuban law, taking refuge within said areas, shall be delivered up by the United States authorities on demand by duly authorized Cuban authorities.

On the other hand the Republic of Cuba agrees that fugitives from justice charged with crimes or misdemeanors amenable to United States law, committed within said areas, taking refuge in Cuban territory, shall on demand, be delivered up to duly authorized United States authorities.

## ARTICLE V

Materials of all kinds, merchandise, stores and munitions of war imported into said areas for exclusive use and consumption therein, shall not be subject to payment of customs duties nor any other fees or charges and the vessels which may carry same shall not be subject to payment of port, tonnage, anchorage or other fees, except in case said vessels shall be discharged without the limits of said areas; and said vessels shall not be discharged without the limits of said areas otherwise than through a regular port of entry of the Republic of Cuba when both cargo and vessel shall be subject to all Cuban Customs laws and regulations and payment of corresponding duties and fees.

It is further agreed that such materials, merchandise, stores and munitions of war shall not be transported from said areas into Cuban territory.

## ARTICLE VI

Except as provided in the preceding Article vessels entering into or departing from the Bays of Guantanamo and Bahia Honda within the limits of Cuban territory shall be subject exclusively to Cuban laws and authorities and orders emanating from the latter in all that respects port police, Customs

or Health, and authorities of the United States shall place no obstacle in the way of entrance and departure of said vessels except in case of a state of war.

#### ARTICLE VII

This lease shall be ratified and the ratifications shall be exchanged in the City of Washington within seven months from this date.

In witness whereof, We, the respective Plenipotentiaries, have signed this lease and hereunto affixed our Seals.

Done at Havana, in duplicate in English and Spanish this second day of July nineteen hundred and three.

H. G. SQUIERS [SEAL]

JOSÉ M. GARCÍA MONTES [SEAL]



## RELATIONS WITH CUBA

*Convention signed at Washington January 20, 1904, supplementing  
convention of May 22, 1903*

*Senate advice and consent to ratification January 27, 1904*

*Ratified by Cuba June 20, 1904*

*Ratifications exchanged at Washington July 1, 1904*

*Ratifications exchanged at Washington July 1, 1904*

*Entered into force July 1, 1904*

*Proclaimed by the President of the United States July 2, 1904*

33 Stat. 2261; Treaty Series 438

The United States of America and the Republic of Cuba, considering it expedient to prolong the period within which, by Article VIII of the treaty signed by their respective plenipotentiaries on May 22, 1903,<sup>1</sup> embodying the provisions defining the future relations of the United States with Cuba, contained in the act of Congress of the United States approved March 2, 1901,<sup>2</sup> the exchange of ratifications of the said treaty shall take place, have for that purpose appointed their respective Plenipotentiaries, namely:

The President of the United States of America, John Hay, Secretary of State of the United States; and

The President of Cuba, Gonzalo de Quesada, Envoy Extraordinary and Minister Plenipotentiary of Cuba at Washington;

who, after having communicated to each other their respective full powers, found in good and due form, have agreed upon the following additional article to be taken as part of said treaty.

### SOLE ARTICLE

The respective ratifications of the said treaty shall be exchanged as soon as possible, and within six months from January 21, 1904.

Done in duplicate at Washington, in the English and Spanish languages, this 20th day of January A.D. 1904.

JOHN HAY	[SEAL]
GONZALO DE QUESADA	[SEAL]

<sup>1</sup> TS 437, *ante*, p. 1119.

<sup>2</sup> 31 Stat. 877.

## TITLE TO OWNERSHIP OF ISLE OF PINES

*Treaty signed at Washington March 2, 1904, with text of Senate resolution dated March 13, 1925, and exchange of notes at Washington March 17 and 18, 1925*

*Senate advice and consent to ratification, with a reservation and an understanding, March 13, 1925*

*Ratified by Cuba March 18, 1925*

*Ratified by the President of the United States March 23, 1925*

*Ratifications exchanged at Washington March 23, 1925*

*Entered into force March 23, 1925*

*Proclaimed by the President of the United States March 24, 1925*

44 Stat. 1997; Treaty Series 709

### TREATY

The United States of America and the Republic of Cuba, being desirous to give full effect to the sixth Article of the Provision in regard to the relations to exist between the United States and Cuba, contained in the Act of the Congress of the United States of America, approved March second, nineteen hundred and one,<sup>1</sup> which sixth Article aforesaid is included in the Appendix to the Constitution of the Republic of Cuba, promulgated on the 20th day of May, nineteen hundred and two and provides that "The island of Pines shall be omitted from the boundaries of Cuba specified in the Constitution, the title of ownership thereof being left to future adjustment by treaty;" have for that purpose appointed as their Plenipotentiaries to conclude a treaty to that end:

The President of the United States of America, John Hay, Secretary of State of the United States of America; and

The President of the Republic of Cuba, Gonzalo de Quesada, Envoy Extraordinary and Minister Plenipotentiary of Cuba to the United States of America;

Who, after communicating to each other their full powers, found in good and due form, have agreed upon the following Articles:

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<sup>1</sup> 31 Stat. 877.

## ARTICLE I

The United States of America relinquishes in favor of the Republic of Cuba all claim of title to the Island of Pines situate in the Caribbean Sea near the southwestern part of the Island of Cuba, which has been or may be made in virtue of Articles I and II of the Treaty of Peace between the United States and Spain, signed at Paris on the tenth day of December eighteen hundred and ninety-eight.<sup>2</sup>

## ARTICLE II

This relinquishment, on the part of the United States of America, of claim of title to the said Island of Pines, is in consideration of the grants of coaling and naval stations in the Island of Cuba heretofore made to the United States of America by the Republic of Cuba.

## ARTICLE III

Citizens of the United States of America who, at the time of the exchange of ratifications of this treaty, shall be residing or holding property in the Island of Pines shall suffer no diminution of the rights and privileges which they have acquired prior to the date of exchange of ratifications of this treaty; they may remain there or may remove therefrom, retaining in either event all their rights of property, including the right to sell or dispose of such property or of its proceeds; and they shall also have the right to carry on their industry, commerce and professions being subject in respect thereof to such laws as are applicable to other foreigners.

## ARTICLE IV

The present treaty shall be ratified by each party in conformity with the respective Constitutions of the two countries, and the ratifications shall be exchanged in the City of Washington as soon as possible.

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

Done at Washington, in duplicate, in English and Spanish this second day of March one thousand nine hundred and four.

JOHN HAY	[SEAL]
GONZALO DE QUESADA	[SEAL]

## SENATE RESOLUTION ADVISING AND CONSENTING TO RATIFICATION

In Executive Session, Senate of the United States

MARCH 13, 1925

RESOLVED (*Two-thirds of the Senators present concurring therein*), That the Senate advise and consent to the ratification of the Treaty with Cuba

<sup>2</sup> TS 343, *post*, SPAIN.

signed at Washington, D.C., on the second day of March, 1904, for the adjustment of title to the ownership of the Isle of Pines, subject to the following reservation and understanding to be set forth in an exchange of notes between the High Contracting Parties so as to make it plain that this condition is understood and accepted by each of them:

1. That all the provisions of existing and future treaties, including the Permanent Treaty proclaimed July 2, 1904,<sup>3</sup> between the United States of America and the Republic of Cuba shall apply to the territory and the inhabitants of the Isle of Pines.

2. The term "other foreigners" appearing at the end of Article III shall be construed to mean foreigners who receive the most favorable treatment under the Government of Cuba.

Attest:

GEORGE A. SANDERSON, *Secretary*  
By H. W. CRAVEN, *Chief Clerk*

#### EXCHANGE OF NOTES

*The Secretary of State to the Cuban Ambassador*

DEPARTMENT OF STATE  
*Washington, March 17, 1925*

#### EXCELLENCY:

I have the honor to inform you that on March 13, 1925, the Senate advised and consented to the ratification of the Treaty between the United States and Cuba, signed on March 2, 1904, for the adjustment of title to the ownership of the Isle of Pines, subject to the following reservation and understanding to be set forth in an exchange of notes between the high contracting parties so as to make it plain that the reservation and condition are understood and accepted by each of them:

1. That all the provisions of existing and future treaties, including the Permanent Treaty, proclaimed July 2, 1904, between the United States of America and the Republic of Cuba shall apply to the territory and the inhabitants of the Isle of Pines.

2. The term "other foreigners" appearing at the end of Article III shall be construed to mean foreigners who receive the most favorable treatment under the Government of Cuba.

I am glad to assure you, by direction of the President, that this note will be considered as sufficient acceptance by the Government of the United States of the reservation and understanding quoted, and I beg to express the hope that they will also be accepted by your Government. An acknowledgment of this note, accepting, by direction and on behalf of your Government, the

<sup>3</sup> TS 437, *ante*, p. 1116.

said reservation and understanding, will be considered as completing the required exchange of notes and the acceptance by both Governments of the reservation and understanding.

Accept, Excellency, the renewed assurance of my highest consideration.

FRANK B. KELLOGG

His Excellency

SEÑOR DON COSME DE LA TORRIENTE

*Ambassador of Cuba*

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*The Cuban Ambassador to the Secretary of State*

[TRANSLATION]

EMBASSY OF CUBA

*Washington, D.C., March 18, 1925*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note dated March 17, 1925, in which you were pleased to inform me that on the 13th day of this month of March the Senate advised and consented to the ratification of the Treaty between the United States and Cuba, signed on March 2, 1904, for the adjustment of title to the ownership of the Isle of Pines, subject to the reservation and interpretation which is set forth in your note, the translation of which follows hereinbelow.

I take pleasure in informing Your Excellency that, being duly authorized thereto by the Senate of Cuba, the President has empowered me to accept in behalf of my Government, as I hereby do, the following reservations to the above-mentioned Treaty, thus completing the exchange of notes required in this case, namely:

1. That all the provisions of the existing or future treaties, including the permanent Treaty proclaimed on July 2, 1904, between the United States of America and the Republic of Cuba shall apply to the territory and the inhabitants of the Isle of Pines.

2. That the term "other foreigners" appearing at the end of Article III (of the said treaty concerning the Isle of Pines) shall be construed to mean "foreigners who receive the most favorable treatment under the Government of Cuba".

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

COSME DE LA TORRIENTE

His Excellency

MR. FRANK B. KELLOGG

*Secretary of State*

## EXTRADITION

*Treaty signed at Washington April 6, 1904*

*Senate advice and consent to ratification April 26, 1904*

*Spanish text amended by protocol of December 6, 1904*<sup>1</sup>

*Ratified by Cuba January 16, 1905*

*Ratified by the President of the United States January 24, 1905*

*Ratifications exchanged at Washington January 31, 1905*

*Proclaimed by the President of the United States February 8, 1905*

*Entered into force March 2, 1905*

*Article II supplemented by additional treaty of January 14, 1926*<sup>2</sup>

33 Stat. 2265; Treaty Series 440

The United States of America and the Republic of Cuba, being desirous to confirm their friendly relations and cooperate to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice between the United States of America and the Republic of Cuba, and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America, John Hay, Secretary of State of the United States of America; and

The President of the Republic of Cuba, Gonzalo de Quesada, Envoy Extraordinary and Minister Plenipotentiary of the Republic of Cuba 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:

### ARTICLE I

The Government of the United States of America and the Government of the Republic of Cuba mutually agree to deliver up persons who, having been charged as principals, accomplices or accessories with or convicted of any crimes or offenses specified in the following article, and 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

<sup>1</sup> TS 441, *post*, p. 1134.

<sup>2</sup> TS 737, *post*, p. 1136.

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 there committed.

#### ARTICLE II<sup>3</sup>

Extradition shall be granted for the following crimes and offenses:

1. Murder, comprehending the offenses expressed in the Penal Code of Cuba as assassination, parricide, infanticide and poisoning; manslaughter, when voluntary; the attempt to commit any of these crimes.

2. Arson.

3. Robbery, defined to be the act of feloniously and forcibly taking from the person of another money, goods, documents, or other property, by violence or putting him in fear; burglary; housebreaking and shopbreaking.

4. Forgery, or the utterance of forged papers, or falsification of the official acts or documents of the Government or public authority, including courts of justice, or the utterance or fraudulent use of any of the same.

5. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, bank-notes, or other instruments of public credit; of counterfeit seals, stamps, dies and marks of state or public administration, and the utterance, circulation or fraudulent use of any of the above mentioned objects.

6. Embezzlement by public officers or depositaries; embezzlement by persons hired or salaried to the detriment of their employers; obtaining money, valuable securities or other personal property by false devices, when such act is made criminal by the laws of both countries and the amount of money or value of the property so obtained is not less than two hundred dollars in gold.

7. Fraud or breach of trust (or the corresponding crime expressed in the Penal Code of Cuba as defraudation) 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 in gold.

8. Perjury; subornation of perjury.

9. Bribery; defined to be the giving, offering or receiving of a reward to influence one in the discharge of a legal duty.

10. Rape; bigamy.

11. Wilful and unlawful destruction or obstruction of railroads, trains, bridges, vehicles, vessels or other means of transportation or public or private buildings, when the act committed endangers human life.

12. Crimes committed at sea, to wit:

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<sup>3</sup> For an additional treaty supplementing art. II, see TS 737, *post*, p. 1136.



- (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.

13. Crimes and offenses against the laws of both countries for the suppression of slavery and slavetrading.

14. 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.

15. Larceny, defined to be the theft of money, effects, documents, horses, cattle, live-stock or any other movable property of the value of more than fifty dollars.

16. Obtaining by threats of doing injury, money, valuables or other personal property.

17. Mayhem and any other wilful mutilation causing disability or death.

Extradition is to take place for participation in any of the crimes and offenses mentioned in this treaty not only as principal or accomplices, but as accessories in any of the crimes or offenses mentioned in the present article, provided such participation may be punished, in the United States as a felony and in the Republic of Cuba by imprisonment, hard labor or capital punishment.

### ARTICLE III

Requisitions for the surrender of fugitives from justice shall be made by the diplomatic agents of the contracting parties, or in the absence of these from the country or its seat of government, may be made by the 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 was convicted, or if the fugitive is merely charged with a crime or offense, a duly authenticated copy of the warrant of arrest in the country where the crime or offense has been committed, and of the depositions or other evidence upon which such warrant was issued, shall be produced. In both cases whenever possible all facts and data necessary to establish the identity of the person whose extradition is sought shall also be presented.

The extradition of the fugitives under the provisions of this treaty shall be carried out in the United States and in the Republic of Cuba, respectively, in conformity with the laws regulating extradition for the time being in force in the State in which the demand for the 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 proof, complaint on oath, as provided by the statutes of the United States, shall be made by an agent of the Government of Cuba before a judge or magistrate authorized to issue warrants of arrest in extradition cases.

When, under the provisions of this article, the arrest and detention of a fugitive are desired in the Republic of Cuba, the proper course shall be to apply to the Foreign Office, which will immediately cause the necessary steps to be taken in order to secure the provisional arrest or 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 guilt has not been produced under the stipulations of this Treaty, within two months from the date of his provisional arrest or detention.

## ARTICLE V

Neither of the contracting parties shall be bound to deliver up its own citizens 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 it is proved that the requisition for his surrender has, in fact, been made with a view to try or punish him for an offense of a political character.

An attempt against the life of the head of a foreign government or against that of any member of his family when such attempt comprises the act either of murder, assassination, or poisoning, shall not be considered a political offense or an act connected with such an offense.

No person surrendered by either of the 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 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 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 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, unless the said person shall have been at liberty to leave the country for a month after having been tried, and in case of conviction, a month after having served sentence or being pardoned.

## ARTICLE IX

All articles found in the possession of the person to be surrendered, whether being proceeds of the crime or offense, 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 seized and surrendered with his person. 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 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, unless the government from which extradition is sought is bound by treaty to give preference to another.

If the said individual shall be indicted or convicted in the country from which extradition is sought, his extradition may be deferred until the proceedings are abandoned, the individual set at liberty or discharged or has served his sentence.

## 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 receive 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.

## ARTICLE XII

The present treaty shall take effect on the thirtieth day after the date of the exchange of ratifications.

The ratifications of the present treaty shall be exchanged at Washington 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 the above articles both in the English and Spanish languages, and hereunto affixed their seals.

Done in duplicate, at the City of Washington this sixth day of April, nineteen hundred and four.

JOHN HAY	[SEAL]
GONZALO DE QUESADA	[SEAL]

## EXTRADITION

*Protocol signed at Washington December 6, 1904, amending Spanish text of treaty of April 6, 1904*

*Senate advice and consent to ratification December 15, 1904*

*Ratified by Cuba January 16, 1905*

*Ratified by the President of the United States January 24, 1905*

*Ratifications exchanged at Washington January 31, 1905*

*Entered into force January 31, 1905*

*Proclaimed by the President of the United States February 8, 1905*

*Article II of treaty supplemented by additional treaty of January 14, 1926*<sup>1</sup>

33 Stat. 2273; Treaty Series 441

### PROTOCOL

The undersigned, the Secretary of State of the United States of America and the Envoy Extraordinary and Minister Plenipotentiary of Cuba, being duly authorized, have agreed to modify the Spanish text of sections 1, 3, 5, 6, 7, 14 and 16 of the Article II of the Treaty of Extradition signed on the 6th of April, 1904,<sup>2</sup> by substituting them by the following, in conformity with the amendments which were adopted by the Senate of the Republic of Cuba, with a view to making the said Spanish text correspond more closely with the English text, and to a more exact definition of the crimes and offenses therein specified, in the technical terms of the Cuban law.

### ARTÍCULO II

1. Homicidio, incluso los delitos designados en el Código Penal de Cuba con los nombres de asesinato, parricidio, infanticidio y envenenamiento, homicidio voluntario; el delito frustrado ó la tentativa de cualquiera de ellos.

3. Robo, entendiéndose por tal la sustracción de dinero, mercancías, documentos ú otra propieadd ajenos, empleando para ello fuerza, violencia ó intimidación; y el acto de asaltar la casa de otro de noche con escalamiento ó fractura y con la intención de cometer un delito; robo en casa habitada y robo en establecimiento comercial ó industrial.

<sup>1</sup> TS 737, *post*, p. 1136.

<sup>2</sup> TS 440, *ante*, p. 1129.

5. La fabricación de moneda falso, bien sea ésta metálica ó en papel, títulos ó cupones falsos de la Déuda Pública, billetes de Banco ú otros instrumentos de crédito público, de sellos, de timbres, cuños y marcas falsas de Administraciones, del Estado ó Públicas y la expedición, circulación ó uso fraudulento de cualquiera de los objetos mencionados.

6. Malversación de fondos públicos cometida por empleados públicos ó depositarios, defraudación realizada por personas á sueldo ó salario en perjuicio de aquel que lo tiene á su servicio, obtener dinero, valores ú otros bienes muebles por maquinaciones ó artificios cuando estos delitos estén penados por las leyes de ambos países y el valor de lo obtenido no sea menor de doscientos pesos en oro.

7. Fraude ó defraudación (ó el delito correspondiente definido en el Código Penal de Cuba como defraudación) por un depositario, banquero, agente, factor ú otra persona que administre bienes ó que proceda por encargo de otra ó director ó miembro ó funcionario de una compañía, cuando las leyes de ambos países declaren punible dicho acto y el valor de lo defraudado no sea menor de doscientos pesos.

14. Rapto, secuestro de menores ó adultos, entendiéndose por tal el hecho de apoderarse de una ó más personas, ó de detenerlas para exigir de ellas ó de sus familias dinero por su rescate, ó para cualquier otro fin ilícito.

16. Obtener por medio de amenazas de hacer daño, dinero, valores ú otra propiedad mueble.

The present Protocol shall be submitted for approval to the Senate of the United States of America.

Done at the City of Washington this 6th day of December in the year 1904.

JOHN HAY

[SEAL]

GONZALO DE QUESADA

[SEAL]

## EXTRADITION

*Additional treaty signed at Havana January 14, 1926, supplementing treaty of April 6, 1904*

*Senate advice and consent to ratification March 3, 1926*

*Ratified by the President of the United States March 8, 1926*

*Ratified by Cuba June 17, 1926*

*Ratifications exchanged at Havana June 18, 1926*

*Entered into force June 18, 1926*

*Proclaimed by the President of the United States June 19, 1926*

44 Stat. 2392; Treaty Series 737

### ADDITIONAL EXTRADITION TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CUBA

The United States of America and the Republic of Cuba, being desirous of enlarging the list of crimes on account of which extradition may be granted with regard to criminal acts committed in the United States of America or in the Republic of Cuba under the Treaty concluded between both nations for the extradition of fugitives from justice, signed April 6, 1904,<sup>1</sup> and the Protocol amending the Spanish text of said Treaty, signed on December 6, 1904,<sup>2</sup> with a view to the better administration of justice and the prevention of crime, have resolved to conclude the present Additional Treaty and have appointed for this purpose as their respective Plenipotentiaries:

The President of the United States of America: Mister Enoch H. Crowder, Ambassador Extraordinary and Plenipotentiary of the United States of America in Cuba; and

The President of the Republic of Cuba: Señor Carlos Manuel de Céspedes y de Quesada, Secretary of State of the Republic of Cuba,

Who, after having communicated to each other their respective full powers, which were found to be in good and proper form, have agreed to the following articles:

#### ARTICLE I

Number 10 of the list of crimes contained in Article II of the Extradition Treaty concluded between the Republic of Cuba and the United States of

<sup>1</sup> TS 440, *ante*, p. 1128.

<sup>2</sup> TS 441, *ante*, p. 1134.



America is increased by the addition of the crime of immoral abuses made criminal by the laws of both countries, said number being drafted to read as follows:

10. Rape; bigamy; immoral abuses when made criminal by the laws of both countries.

#### ARTICLE II

The following punishable acts are hereby added to the aforementioned list of crimes:

18. Abortion.

19. Seduction and corruption of minors if made criminal by the laws of both countries.

20. Crimes against bankruptcy and suspension of payment laws if made criminal by the laws of both countries.

21. Crimes against the laws for the suppression of the traffic in narcotic products.

22. Infractions of the customs laws or ordinances which may constitute crimes.

#### ARTICLE III

The present Treaty shall be considered as an integral part of the aforementioned Extradition Treaty signed April 6, 1904, which shall be read as if the list of crimes therein contained had originally comprised the additional crimes added to it under the numbers which appear in articles I and II of this Treaty.

#### ARTICLE IV

This Treaty shall be ratified by the High Contracting Parties in accordance with their respective laws, ratifications to be exchanged in the City of Havana, as soon as it may be possible and it shall take effect from the date of the exchange of ratifications and shall remain in force for a period of six months after either of the High Contracting Parties shall have given notice of a desire to terminate it to the other Party.

In Witness Whereof, the Plenipotentiaries above mentioned have signed the two originals of the present Treaty and have affixed their respective seals thereto.

Done in two copies of the same text and legal force in the English and Spanish languages in the City of Havana, on this fourteenth day of January, nineteen hundred and twenty-six.

ENOCH H. CROWDER

[SEAL.]

CARLOS MANUEL DE CÉSPEDES

[SEAL.]

## SUPPRESSION OF SMUGGLING OF INTOXICATING LIQUORS

*Convention and exchange of notes signed at Havana March 4, 1926*

*Senate advice and consent to ratification April 9, 1926*

*Ratified by the President of the United States April 15, 1926*

*Ratified by Cuba June 17, 1926*

*Ratifications exchanged at Havana June 18, 1926*

*Entered into force June 18, 1926*

*Proclaimed by the President of the United States June 19, 1926*

44 Stat. 2395; Treaty Series 738

### CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CUBA FOR THE PREVENTION OF SMUGGLING OPERATIONS BETWEEN THEIR RESPECTIVE TERRITORIES

The United States of America and the Republic of Cuba, being desirous of avoiding any difficulties which might arise between them in connection with the laws in force in the United States of America on the subject of alcoholic beverages, have decided to conclude a Convention for that purpose and have appointed as their respective Plenipotentiaries:

The President of the United States of America, Mister Enoch H. Crowder, Ambassador Extraordinary and Plenipotentiary of the United States of America in Cuba and

The President of the Republic of Cuba, Mister Carlos Manuel de Céspedes y de Quesada, Secretary of State of the Republic of Cuba, Who, having communicated to each other their respective full powers, which were found to be in good and proper form, have agreed to the following articles:

#### ARTICLE I

The High Contracting Parties declare that it is their firm intention to uphold the principle that three marine miles extending from the coast line outwards and measured from low-water mark constitute the proper limits of territorial waters.

ARTICLE II<sup>1</sup>

The Republic of Cuba agrees:

1) That it will raise no objection to the boarding of private vessels under the Cuban flag outside the limits of territorial waters by the authorities of the United States, its territories or possessions, in order that inquiries 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 inquiries 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 Cuban vessels voyaging to or from ports of the United States, 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 Panamá 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.

<sup>1</sup> For an understanding relating to art. II, see exchange of notes, p. 1141.

ARTICLE IV <sup>2</sup>

Any claim by a Cuban vessel for compensation on the grounds that it has suffered loss or injury through the improper or unreasonable exercise of the rights conferred by Article II of this Convention or on the ground that it has not been given the benefit of Article III shall be referred for the joint consideration of two persons, one of whom shall be nominated by each of the High Contracting Parties.

Effect shall be given to the recommendations contained in any such joint report. If no joint report can be agreed upon, the claim shall be referred to the Permanent Court of Arbitration at The Hague described in the Convention for the Pacific Settlement of International Disputes, concluded at The Hague, October 18, 1907.<sup>3</sup> The Arbitral Tribunal shall be constituted in accordance with Article 87 (Chapter IV) and with Article 59 (Chapter III) of the said Convention. The proceedings shall be regulated by so much of Chapter IV of the said Convention and of Chapter III thereof (special regard being had for Articles 70 and 74, but excepting Articles 53 and 54) as the Tribunal may consider to be applicable and to be consistent with the provisions of this agreement.

All sums of money which may be awarded by the Tribunal on account of any claim shall be paid within eighteen months after the date of the final award without interest and without deduction, save as hereafter specified.

Each Government shall bear its own expense. The expenses of the Tribunal shall be defrayed by a ratable deduction of the amount of the sums awarded by it, at a rate of five per centum on such sums, or at such lower rate as may be agreed upon between the two Governments; the deficiency, if any, shall be defrayed in equal moieties by the two Governments.

## ARTICLE V

This Convention shall be subject to ratification and shall remain in force for a period of one year from the date of 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 Convention.

If such modifications have not been agreed upon before the expiration of the term of one year mentioned above, the Convention shall lapse.

If no notice is given on either side of the desire to propose modifications, the Convention shall remain in force for another year, and so on automatically, but subject always in respect of each such period of a year to the right on either side to propose as provided above three months before its expiration modifications in the Convention, and to the provision that if such

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<sup>2</sup> For an understanding relating to art. IV, see exchange of notes, p. 1141.

<sup>3</sup> TS 536, *ante*, vol. 1, p. 577.

modifications are not agreed upon before the close of the period of one year, the Convention 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 Convention the said Convention shall automatically lapse, and, on such lapse or whenever this Convention shall cease to be in force, each High Contracting Party shall enjoy all the rights which it would have possessed had this Convention not been concluded.

The present Convention shall be duly ratified by the High Contracting Parties in accordance with their respective laws; and the ratifications shall be exchanged at the City of Habana as soon as possible.

In witness whereof the Plenipotentiaries above mentioned have signed the two originals of the present Convention, and have affixed their respective seals thereto.

Done in two copies of the same text and legal force in the English and Spanish languages in the City of Habana, on this fourth day of March, nineteen hundred and twenty-six.

ENOCH H. CROWDER	[SEAL]
CARLOS MANUEL DE CÉSPEDES	[SEAL]

#### EXCHANGE OF NOTES

##### *The Cuban Secretary of State to the American Ambassador*

[TRANSLATION]

REPUBLICA DE CUBA  
SECRETARIA DE ESTADO

*Habana, March 4, 1926*

No. 185

MR. AMBASSADOR:

With reference to the Convention signed today between the Republic of Cuba and the United States of America to obviate the occurrence of difficulties between both countries arising out of the application of the laws in force in the United States of America relating to alcoholic beverages, and as supplementary to the said Convention and to the negotiations and correspondence which we have had on this subject, I have the honor to advise Your Excellency that the Government of the Republic of Cuba understands that in the event of the adherence of the United States of America to the Protocol of December 16, 1920,<sup>4</sup> which created the Permanent Court of International Justice at The Hague, the Government of the United States will not refuse to consider modifying the aforementioned Convention, or the conclusion of a

<sup>4</sup> 6 LINTS 380.

separate agreement, in which it shall be stipulated that the claims mentioned in Article IV of the said Convention, which may not be settled in the manner indicated in the first paragraph of the said article, shall be submitted to the Permanent Court of International Justice instead of to the Permanent Court of Arbitration.

The Government of the Republic of Cuba likewise understands that each time that the authorities of the United States seize any Cuban vessel in conformity with the stipulations contained in Article II of the Convention above referred to, the said authorities of the United States shall be obliged to communicate very promptly a notification of what has occurred to the diplomatic representative of the Republic of Cuba in Washington giving the name of the vessel, the place of the occurrence, the circumstances of the case and the reasons therefor.

I hope to have the pleasure of receiving from Your Excellency in the name and on behalf of the Government of the United States of America confirmation of this understanding.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

CARLOS MANUEL DE CÉSPEDES

To His Excellency

General ENOCH H. CROWDER

*Ambassador Extraordinary and*

*Plenipotentiary of the United States of America*

*etc. etc. etc.*

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*The American Ambassador to the Cuban Secretary of State*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Habana, March 4, 1926*

No. 675

EXCELLENCY:

I have the honor 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 signing this day of the Convention between the United States and Cuba to aid in the prevention of the smuggling of intoxicating liquors into the United States that the Government of Cuba understands: (1) That in the event of the adhesion by the Government of the United States to the protocol of December 16, 1920, under which the Permanent Court of International Justice has been created at The Hague, the Government of the United States will not be averse to considering a modification of the said Convention, or the making of a separate Agreement, providing that claims mentioned

in Article IV of that Convention which can not be settled in the way indicated in the first paragraph of that Article shall be referred to the Permanent Court of International Justice instead of to the Permanent Court of Arbitration; and (2) that in case Cuban vessels are seized by the authorities of the United States under the provisions of Article II of this Convention, a notification thereof shall be promptly transmitted to the diplomatic representative of Cuba at Washington, giving the name of the vessel, the place of seizure and a brief statement of the grounds therefor.

Complying with your request for confirmation of these understandings I have the honor to state that the Cuban Government's understanding of the attitude of the Government of the United States in this respect is correct, and that in the event of the adhesion by the United States to the Protocol of December 16, 1920, under which the Permanent Court of International Justice has been created at The Hague, the Government of the United States will not be averse to considering a modification of the Convention this day signed, or the making of a separate Agreement, providing for the reference of claims mentioned in Article IV of the Convention which can not be settled in the way indicated in the first paragraph of that Article, to the Permanent Court of International Justice instead of to the Permanent Court of Arbitration.

I also confirm your understanding regarding the notification that is to be given to the diplomatic representative of the Cuban Government at Washington in case Cuban vessels are seized by the authorities of the United States.

Accept, Excellency, the renewed assurance of my highest consideration.

E. H. CROWDER

His Excellency

CARLOS MANUEL DE CÉSPEDES

*Secretary of State, Habana*



## SUPPRESSION OF SMUGGLING

*Convention signed at Havana March 11, 1926*

*Senate advice and consent to ratification April 16, 1926*

*Ratified by the President of the United States April 20, 1926*

*Ratified by Cuba June 17, 1926*

*Ratifications exchanged at Havana June 18, 1926*

*Proclaimed by the President of the United States June 19, 1926*

*Entered into force June 28, 1926*

44 Stat. 2402; Treaty Series 739

### CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CUBA FOR THE SUPPRESSION OF SMUGGLING OPERATIONS BETWEEN THEIR RESPECTIVE TERRITORIES

The United States of America and the Republic of Cuba, being desirous of aiding each other in the suppression of smuggling from the territory of one state to the other, have agreed to enter into the present Convention and for this purpose have appointed as their respective plenipotentiaries:

The President of the United States of America, Mr. Enoch H. Crowder, Ambassador Extraordinary and Plenipotentiary of the United States of America in Cuba, and

The President of the Republic of Cuba, Mr. Carlos Manuel de Céspedes y de Quesada, Secretary of State of the Republic of Cuba,

Who, having communicated to each other their respective full powers, found to be in due and proper form, have agreed upon the following articles:

#### ARTICLE I

The High Contracting Parties agree to aid each other mutually in the inanner provided in this Convention in the prevention, discovery and punishment of violations of their respective laws, decrees or regulations with respect to the importation of narcotics, intoxicating liquors and other merchandise and the entry and departure of aliens.

#### ARTICLE II

The High Contracting Parties agree that clearance of shipments of merchandise by water, air, or land, from any of the ports of either country to

a port of entry of the other country, shall be denied when such shipment comprises articles the importation of which is prohibited or restricted in the country to which such shipment is destined, unless in this last case there has been a compliance with the requisites demanded by the laws of both countries.

The High Contracting Parties likewise bind themselves to prevent by all means possible, in accordance with the laws of their respective countries, the clearance of any vessel or vehicle laden with merchandise or having on board aliens destined to any port or place, when it is evident by reason of the tonnage, size, type of vessel, or vehicle, length of the voyage, perils or conditions of navigation or transportation, that it is impossible for it to transport said merchandise or persons to the place of destination mentioned in the request for clearance, or when the repetition of alleged accidents in prior voyages or the antecedents of or information concerning the vessel or vehicle furnish evidence that said merchandise or any part of the same or any person, whatever the ostensible point of destination thereof might be, is intended to be illegally introduced into the territory of the other High Contracting Party.

When one of the High Contracting Parties gives notice to the other that it suspects that a specified vessel in a port of the other High Contracting Party, although ostensibly destined to a port in a third country, is likely to attempt to introduce unlawfully into its territory merchandise or persons whose entry is prohibited or restricted, the other High Contracting Party shall require from the master or person in charge of the vessel—in accordance with the laws in force in the respective countries and such additional arrangements as may be agreed upon and incorporated in regulations by the appropriate authorities of the High Contracting Parties—a bond to produce a duly authenticated landing certificate showing such merchandise or persons actually to have been discharged at the port for which the vessel cleared. If any such vessel fails to produce the certificate in proof of lawful discharge of such merchandise or persons or produces a false certificate or evidence the bond shall be forfeited and thereafter for a period of five years the vessel shall be denied the right to enter or clear from any port of either of the High Contracting Parties with merchandise or persons of the same nature.

### ARTICLE III

The High Contracting Parties agree to employ all reasonable measures—in accordance with the laws of their respective countries—to prevent the departure of persons destined to the territory of either of them who do not effect such departure through the ports of departure and are not destined to a port of entry in the other country.

Persons who are not nationals of either of the High Contracting Parties and who, coming from the territory of one of them, have attempted to enter

unlawfully into the territory of the other and are returned to the territory of the High Contracting Party from which they proceeded, shall be returned in accordance with the laws in force in the country from which they are returned and such additional arrangements as may be agreed upon or incorporated in regulations by the appropriate authorities of the High Contracting Parties in order that such persons may be deported to the country of their origin.

#### ARTICLE IV

Each of the High Contracting Parties agrees with the other that property of all kinds in its possession which, having been stolen in the territory of the other and brought into its territory, is seized by its customs authorities, shall, when the owners are nationals of the other country, be returned to such owners, subject to satisfactory proof of such ownership and the absence of any collusion, and subject moreover to payment of the expenses of the seizure and detention and to the abandonment of any claims by the owners against the customs or the customs officers, warehousemen or agents, for compensation or damages for the seizure, detention, warehousing or keeping of the property.

#### ARTICLE V

The High Contracting Parties mutually agree that they will exchange or furnish when requested information concerning:

(a) The transportation of cargoes or the shipment of merchandise between said countries,

(b) The names and activities of the persons or vessels which are known to be or suspected of being engaged in the violation of the laws, decrees and regulations mentioned in Article I of this Convention,

(c) Persons leaving their territories who are destined to the territory of the other High Contracting Party or the activities of any persons in either country, when there are reasonable grounds to believe that said persons are engaged in unlawful migration activities or in conspiracies against the other Government or its institutions, when not incompatible with the public interest,

(d) The existence and extent of contagious and infectious diseases of persons, animals, birds, or plants, and the ravages of insect pests and the measures being taken to prevent their spreading, and

(e) The study and use of the most effective scientific and administrative methods for the suppression and eradication of said diseases and insect pests.

#### ARTICLE VI

The officials of the High Contracting Parties whose duty it may be to prevent or report the violation of the laws, decrees and regulations mentioned in Article I of this Convention are obliged, as soon as they have knowledge of preparations to smuggle or that smuggling has been effected, to do every-

thing possible to prevent the same through all the means within their power in the first case, and to bring the matter to the attention of the proper authorities of their own country, in either of the two circumstances.

The appropriate authorities of each of the High Contracting Parties shall notify the appropriate authorities of the other High Contracting Party of violations of the laws, decrees and regulations mentioned in Article I of this Convention which have been communicated to them relative to attempts at smuggling or actual smuggling, and will furnish all information which they may have been able to gather with regard to the facts and circumstances thereof.

Such notification and information may be furnished and received only by appropriate officials who shall be designated by the respective Governments.

#### ARTICLE VII

It is agreed that the customs and other administrative officials of the respective governments of the United States of America and of the Republic of Cuba shall upon request be directed to attend as witnesses before the courts in the other country and to produce such available records and files or certified copies thereof as may be considered essential to the trial of civil or criminal cases arising out of violation of the laws, decrees or regulations mentioned in Article I of this Convention and as may be produced compatibly with the public interest. It shall be considered in these cases that they appear as agents of their respective governments, to inform the courts on matters upon which questioned, and when they so appear their character as such agents shall be recognized. Original records or documents produced by said officials shall not be retained by the courts, but legal copies thereof may be taken if necessary.

The cost of transcripts of records, depositions, certificates and letters rogatory in civil or criminal cases, and the cost of first-class transportation both ways, maintenance and other proper expenses involved in the attendance of such witnesses shall be paid by the nation requesting their attendance at the time of their discharge by the court from further attendance at such trial. Letters rogatory and commissions shall be executed with all possible despatch and copies of official records or documents shall be certified promptly by the appropriate officials in accordance with the provisions of the laws of the respective countries.

#### ARTICLE VIII

This Convention shall be ratified, and the ratifications shall be exchanged in the City of Havana as soon as possible. The Convention shall come into effect at the expiration of ten days from the date of the exchange of ratifications, and it shall remain in force for one year. If upon the expiration of one year no notice is given by either party of a desire to terminate the same, it shall

continue in force until thirty days after either party shall have given notice to the other of a desire to terminate it.

In witness whereof, the Plenipotentiaries above mentioned have signed the two originals of the present Convention and have affixed their respective seals thereto.

Done in two copies of the same text and legal force in the English and Spanish languages in the City of Habana, this eleventh day of March in the year one thousand nine hundred and twenty-six.

ENOCH H. CROWDER

[SEAL]

CARLOS MANUEL DE CÉSPEDES

[SEAL]

## DUTIES, RIGHTS, PRIVILEGES, AND IMMUNITIES OF CONSULAR OFFICERS

*Convention signed at Havana April 22, 1926*

*Senate advice and consent to ratification June 30, 1926*

*Ratified by the President of the United States July 16, 1926*

*Ratified by Cuba November 29, 1926*

*Ratifications exchanged at Havana December 1, 1926*

*Entered into force December 1, 1926*

*Proclaimed by the President of the United States December 2, 1926*

44 Stat. 2471 ; Treaty Series 75

### CONSULAR CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CUBA

The United States of America and the Republic of Cuba, being desirous of defining the duties, rights, privileges and immunities of consular officers of the two countries have agreed to conclude a Convention for that purpose and to that end have named as their respective plenipotentiaries:

The President of the United States of America, Mr. Enoch H. Crowder, Ambassador Extraordinary and Plenipotentiary of the United States of America in Cuba, and

The President of the Republic of Cuba, Mr. Carlos Manuel de Céspedes y de Quesada, Secretary of State of the Republic of Cuba,

who, having communicated their full powers found in good and due form, have agreed upon the following Articles:

#### ARTICLE I

The High Contracting Parties agree to receive from each other, consular officers, at the places of their respective territories that they may consider convenient and which are open to consular representatives of any foreign country.

#### ARTICLE II

Consular officers may not take up the discharge of their duties nor enjoy the corresponding privileges, until after the Government to which they have

been appointed shall have granted them their exequatur, except in the case that said Government, at the request of the Embassy of the other, shall have granted them provisional recognition.

The Government of each of the High Contracting Parties shall furnish free of charge the exequatur of such consular officers of the other High Contracting Party as present a regular commission signed by the chief executive of the appointing state and under its Great Seal, and shall issue to a subordinate or substitute consular officer appointed by a superior consular officer with the approbation of his Government, or by any other competent officer of that Government, such documents as according to the laws of the respective countries shall be requisite for the exercise by the appointee of the consular function.

### ARTICLE III

Consular officers to whom the exequatur or other documents referred to in the foregoing article have been issued shall enjoy all the rights, immunities, privileges and exemptions granted by this Convention and those enjoyed by officers of the same grade of the most favored Nation.

### ARTICLE IV

As official agents of the State which appoints them, such consular officers shall be entitled to the high consideration of the officials of the Government and of the local authorities of the State which receives them, they being subject, in so far as regards ceremonial, to the provisions or practices in force in said country.

The consular officers shall exercise their functions obeying the laws and respecting the authorities of the Nation which receives them, and they shall be subject to said authorities in all matters which do not come under the exercise of their functions and within the limits of their jurisdiction, except as otherwise provided in this Convention.

### ARTICLE V

Consular officers, nationals of the State by which they are appointed, shall be exempt from arrest except when charged with the commission of offenses locally designated as crimes other than misdemeanors and subjecting the individual guilty thereof to punishment.

In criminal cases the attendance at the trial by a consular officer as a witness may be demanded by the prosecution or defense. The demand shall be made with all possible regard for the consular dignity and the duties of the office, and there shall be compliance on the part of the consular officer.

In civil cases consular officers shall be subject to the jurisdiction of the courts, provided, however, that when the officer is a national of the State which appoints him and is engaged in no private occupation for gain his



testimony shall be taken orally or in writing at his residence or office and with the consideration due him. The officer must, however, voluntarily give his testimony at the trial whenever it is possible to do so without serious interference with his official duties.

#### ARTICLE VI

Consular officers, including employees in a consulate, nationals of the State by which they are appointed, other than those engaged in private occupations for gain within the State where they exercise their functions, shall be exempt from all taxes, national, state, provincial and municipal levied upon their persons or upon their property, except taxes levied on account of the possession or ownership of immovable property situated in or income derived from property of any kind situated or belonging within the territories of the State within which they exercise their functions. Consular officers and employees, nationals of the State appointing them, shall be exempt from the payment of taxes on the salary, fees or wages received by them in compensation for their consular services, as well as from every class of requisitions, billetings or services of a military, naval, administrative or police character.

Lands and buildings situated in the territories of either High Contracting Party, of which the other High Contracting Party is the legal or equitable owner and which are used exclusively for governmental purposes by that owner, shall be exempt from taxation of every kind, national, state, provincial and municipal, other than assessments levied for services or local public improvements by which the premises are benefited.

#### ARTICLE VII

Consular officers may place over the outer part of their respective offices the arms of their State with an appropriate inscription designating the consular office. Such officers may also hoist the flag of their country on their offices, including those situated in the capital of the country which receives them and over any boat employed in the exercise of the consular function.

The consular offices and archives are inviolable at all times and in no event may the local authorities enter them without the permission of the consular officers, nor examine or seize, under any pretext, any of the documents or objects found within a consular office. Neither shall any consular office be required to produce official archives in court or testify as to their contents.

When a consular officer is engaged in business of any kind within the country which receives him, the archives of the consulate and the documents relative to the same shall be kept in a place entirely apart from his private or business papers.

## ARTICLE VIII

Consular offices shall not be used as places of asylum. Consular officers are under the obligation of surrendering to the proper local authorities, which may claim them, persons prosecuted for crime in accordance with the domestic laws of the country which receives them, who have taken refuge in the building occupied by the consular offices.

## ARTICLE IX

Upon the death, incapacity or absence of all the consular officers, any of the chancellors or auxiliary employees, whose official character may have previously been made known to the Secretary of State, may temporarily exercise the consular functions, and while so acting shall enjoy all the rights, prerogatives immunities and exemptions belonging to the incumbent.

## ARTICLE X

Consular officers, nationals of the state by which they are appointed, may, within their respective consular districts, address the authorities, national, state, provincial or municipal, for purpose of protecting their countrymen in the enjoyment of their rights accruing by treaty or otherwise. Complaint may be made for the infraction of those rights. Failure upon the part of the appropriate authorities to grant redress or to accord protection may justify recourse to the diplomatic channel.

## ARTICLE XI

Consular officers may, in pursuance of the laws of their own country, take at any appropriate place within their respective districts, the depositions of any occupants of vessels of their own country, or of any national of, or of any person having permanent residence within the territories of, their own country. Such officers may draw up, attest, certify and authenticate unilateral acts, deeds and testamentary dispositions of their countrymen, and also contracts to which a countryman is a party. They may draw up, attest, certify and authenticate written instruments of any kind purporting to express or embody the conveyance or encumbrance of property of any kind within the territory of the state by which such officers are appointed, and unilateral acts, deeds, testamentary dispositions, and contracts relating to property situated, or business to be transacted, within the territories of the state by which they are appointed embracing unilateral acts, deeds, testamentary dispositions or contracts executed solely by nationals of the state within which such officers exercise their functions.

Instruments and documents thus executed and copies and translations thereof, when duly authenticated and bearing the official seal of the consular office, shall be received as evidence in the territories of the High Contracting Parties as original documents or authenticated copies, as the case may be, and

shall have the same force and effect as if drawn by and executed before a notary or other public officer duly authorized therefor in the country by which the consular officer was appointed, provided always that such documents shall have been drawn and executed in conformity to the laws and regulations of the country where they are designed to take effect.

#### ARTICLE XII

A consular officer shall have exclusive jurisdiction over controversies arising out of the internal order of private vessels of his country, including controversies which may arise at sea or in port, between the captain, the officers and the crew concerning the enforcement of discipline, provided the vessels and the persons charged with wrongdoing shall have entered a port within his consular district. Such officer shall also have jurisdiction in controversies involving the settlement of wages and the performance of the stipulations reciprocally agreed upon provided the local laws so permit.

When an act committed on board of a merchant vessel under the flag of the State by which the consular officer has been appointed and within the territorial waters of the State to which he has been appointed constitutes a crime according to the laws of the last named State, the consular officer shall not exercise jurisdiction.

A consular officer may freely invoke the assistance of the local police authorities in any matter pertaining to the maintenance of internal order on board of a vessel under the flag of his country within the territorial waters of the State to which he is appointed, and upon such a request the requisite assistance shall be given.

A consular officer may appear with the officers and crews of vessels under the flag of his country before the judicial authorities of the State to which he is appointed for the purpose of observing the proceedings and rendering assistance.

#### ARTICLE XIII

In case of the death of a national of either High Contracting Party in the territory of the other without having in the territory of his decease any known heirs or testamentary executors, the competent local authorities shall at once inform the nearest consular officer of the State of which the deceased was a national of the fact of his death, in order that information may be forwarded to the parties interested.

In case of the death of a national of either of the High Contracting Parties without will or testament, in the territory of the other High Contracting Party, the consular officer of the State of which the deceased was a national and within whose district the deceased made his home at the time of his death, may take charge of the protection or conservation of the property left by the decedent, pending the appointment of an administrator who may be the consular officer himself, in the discretion of the court competent to take cogni-

zance of the case, provided the laws of the place where the estate is administered permit such action by the consular officer and appointment by the court.

Whenever a consular officer accepts the office of administrator of the estate of a national of the country he represents, he subjects himself as such to the jurisdiction of the tribunal making the appointment for all pertinent purposes to the same extent as a national of the State where he is appointed.

#### ARTICLE XIV

A consular officer of either High Contracting Party may in behalf of the non-resident nationals of the country he represents, receipt for the shares coming to them in estates or in indemnities accruing under the provisions of so-called workmen's compensation laws or other like statutes provided he remit any funds so received through the appropriate agencies of his Government to the proper distributees, and provided further that he furnish to the authority or agency making distribution through him reasonable evidence of such remission.

#### ARTICLE XV

A consular officer of either High Contracting Party shall have the right to inspect, within the ports of the other High Contracting Party within his consular district, the merchant vessels of any flag destined or about to clear for ports of the country which he represents in order to observe the sanitary conditions and measures taken on board such vessels, and to be enabled thereby to execute intelligently bills of health and other documents required by the laws of his country, and to inform his Government concerning the manner in which its sanitary regulations have been observed at ports of departure by vessels destined to its ports, with a view to facilitating entry of such vessels therein.

#### ARTICLE XVI

The High Contracting Parties agree to permit the entry free of all customs duty and without examination of any kind of all furniture, equipment and supplies intended for official use in the consular offices of the other, and to extend to such consular officers of the other and their families and suites as are its nationals, the privilege of entry free of duty of their baggage and all other personal property, whether accompanying the officer to his post, or imported at any time during his incumbency thereof; provided nevertheless, that no article, the importation of which is prohibited by the law of either of the High Contracting Parties, may be brought into its territories.

The above mentioned privilege shall not be extended to consular officers who are engaged in any private occupation for gain in the countries to which they are accredited, save with respect to supplies.

## ARTICLE XVII

All operations relative to the salvage of vessels of either High Contracting Party wrecked upon the coasts of the other shall be directed by the consular officer of the country to which the vessel belongs and within whose district the wreck may have occurred.

The local authorities will apprise the consular officers of the occurrence and pending the arrival of the said officers will take the measures that may be necessary for the protection of the persons and the preservation of the effects that were wrecked. The local authorities shall not interfere otherwise than for the maintenance of order, the protection of the interests of the salvors, if these do not belong to the crews that have been wrecked, and to carry into effect the arrangements made for the entry and exportation of the merchandise saved which shall not be subjected to the payment of any custom house duties, unless it be intended for consumption in the country where the wreck took place.

The intervention of the local authorities in these cases shall occasion no expense of any kind, except such as may be caused by the operations of salvage and the preservation of the goods saved, together with such as would be incurred under similar circumstances by vessels of the nation.

## ARTICLE XVIII

Consular officers shall cease in the discharge of their functions:

1. By virtue of an official communication from the Government which appointed him addressed to the Government which received him, advising that his functions have ceased, or
2. By virtue of a request of the Government which appointed him that an exequatur be issued to a successor, or
3. By withdrawal of the exequatur granted him by the Government of the Nation in which he discharges his duties.

## ARTICLE XIX

The present convention shall be ratified by the High Contracting Parties in accordance with their respective laws, and the ratifications thereof shall be exchanged in the City of Havana as soon as possible. It shall take effect from the day of the exchange of ratifications and shall thereafter remain in force until one year after either of the High Contracting Parties has given notice to the other of its desire to terminate it.

In witness whereof, the above mentioned Plenipotentiaries have signed the two originals of the present Convention and have thereunto affixed their seals.

Done in two copies of the same text and legal force, in the English and Spanish languages, in the City of Havana, this twenty second day of April in the year one thousand nine hundred and twenty-six.

ENOCH H. CROWDER

[SEAL]

CARLOS MANUEL DE CÉSPEDES

[SEAL]

## NARCOTIC DRUGS

*Exchange of notes at Havana February 12 and March 7, 1930  
Entered into force March 7, 1930*

Department of State files

*The American Ambassador to the Cuban Secretary of State*

No. 98

HABANA, February 12, 1930

### EXCELLENCY:

Pursuant to the instructions of my Government, I have the honor to inquire whether it would be agreeable to the Government of Cuba to arrange for the establishment of a closer cooperation between the appropriate administrative officials of our two countries with a view to bringing about stricter control of the illicit traffic in narcotic drugs.

The arrangement which I am instructed to present for the consideration of Your Excellency's Government contemplates:

1) The direct exchange between the Treasury Department of the United States and the corresponding office of Cuba 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, on behalf of the United States Government of the cooperation in the suppression of the illicit traffic in narcotics is Colonel L. G. Nutt, whose mail and telegraph address is Deputy Commissioner in Charge of Narcotics, Treasury Department, Washington, D.C.

In case the proposed arrangement meets with the approval of the Government of Cuba, I should be grateful if I might be informed of the name of the Cuban official with whom Colonel Nutt should communicate.



In presenting this matter to Your Excellency's Government, I may state that the proposed informal arrangement has already been accepted by the Governments of sixteen countries, and as of interest in this connection, there is attached a copy of BULLETIN OF TREATY INFORMATION No. 5, July, 1929 containing the texts of the arrangements entered into between the United States and other Governments.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

HARRY F. GUGGENHEIM

His Excellency

DOCTOR RAFAEL MARTÍNEZ ORTIZ

*Secretary of State,*

*Habana.*

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*The Cuban Secretary of State to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CUBA  
DEPARTMENT OF STATE

No. 256

HABANA, March 7, 1930

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's courteous note No. 98 dated the 12th instant [*sic*] by which it is requested that the Government of the Republic inform you whether it would be agreeable to the establishment of an arrangement for the purpose of making effective closer cooperation between the Cuban administrative officials and those of the United States, with a view to obtaining a stricter control of the illicit traffic in narcotic drugs; and by which Your Excellency was also pleased to submit to the consideration of this Government the bases according to which an Agreement on the subject might be reached.

I am pleased to inform Your Excellency that the Government of Cuba has no objection whatever in agreeing to what may be conducive to the strictest control of the traffic in narcotic drugs. I shall shortly communicate to you the name of the Cuban official with whom the United States Commissioner, Colonel L. G. Nutt, should communicate for the purpose.

The Agreement to which Your Excellency refers might reinforce that which was concluded on March 11, 1926<sup>1</sup> between the United States and Cuba for the suppression of smuggling which Agreement is now in force.

I permit myself to call Your Excellency's attention to that Embassy's note of October 26, 1926, and this Department's reply of November 20 of the same year, which referred to the subject of the traffic in opium and to the

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<sup>1</sup> TS 739, *ante*, p. 1144.

interest which the Government of the Republic has in its suppression and punishment by all the means at its disposal.

I avail myself of this opportunity, Mr. Ambassador, to repeat to Your Excellency the assurance of my highest and most distinguished consideration.

RAFAEL MARTÍNEZ ORTIZ

To His Excellency

Mr. HARRY F. GUGGENHEIM,

*Ambassador Extraordinary and Plenipotentiary*

*of the United States of America.*

*etc., etc., etc. La Habana*

FREE ENTRY PRIVILEGES FOR NONCOMMIS-  
SIONED FOREIGN SERVICE PERSONNEL

*Exchange of notes at Havana March 23 and May 16, 1932*  
*Entered into force May 16, 1932*

[For text, see 5 UST 1638; TIAS 3040.]

## RELATIONS WITH CUBA

*Treaty signed at Washington May 29, 1934*

*Senate advice and consent to ratification May 31, 1934*

*Ratified by Cuba June 4, 1934*

*Ratified by the President of the United States June 5, 1934*

*Ratifications exchanged at Washington June 9, 1934*

*Entered into force June 9, 1934*

*Proclaimed by the President of the United States June 9, 1934*

48 Stat. 1682; Treaty Series 866

The United States of America and the Republic of Cuba, being animated by the desire to fortify the relations of friendship between the two countries and to modify, with this purpose, the relations established between them by the Treaty of Relations signed at Habana, May 22, 1903,<sup>1</sup> have appointed, with this intention, as their Plenipotentiaries:

The President of the United States of America; Mr. Cordell Hull, Secretary of State of the United States of America, and Mr. Sumner Welles, Assistant Secretary of State of the United States of America; and

The Provisional President of the Republic of Cuba, Señor Dr. Manuel Márquez Sterling, Ambassador Extraordinary and Plenipotentiary of the Republic of Cuba to the United States of America;

Who, after having communicated to each other their full powers which were found to be in good and due form, have agreed upon the following articles:

### ARTICLE I

The Treaty of Relations which was concluded between the two contracting parties on May 22, 1903, shall cease to be in force, and is abrogated, from the date on which the present Treaty goes into effect.

### ARTICLE II

All the acts effected in Cuba by the United States of America during its military occupation of the island, up to May 20, 1902, the date on which the Republic of Cuba was established, have been ratified and held as valid; and

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<sup>1</sup> TS 437, *ante*, p. 1116.

all the rights legally acquired by virtue of those acts shall be maintained and protected.

### ARTICLE III

Until the two contracting parties agree to the modification or abrogation of the stipulations of the agreement in regard to the lease to the United States of America of lands in Cuba for coaling and naval stations signed by the President of the Republic of Cuba on February 16, 1903, and by the President of the United States of America on the 23d day of the same month and year,<sup>2</sup> the stipulations of that agreement with regard to the naval station of Guantánamo shall continue in effect. The supplementary agreement in regard to naval or coaling stations signed between the two Governments on July 2, 1903,<sup>3</sup> also shall continue in effect in the same form and on the same conditions with respect to the naval station at Guantánamo. So long as the United States of America shall not abandon the said naval station of Guantánamo or the two Governments shall not agree to a modification of its present limits, the station shall continue to have the territorial area that it now has, with the limits that it has on the date of the signature of the present Treaty.

If at any time in the future a situation should arise that appears to point to an outbreak of contagious disease in the territory of either of the contracting parties, either of the two Governments shall, for its own protection, and without its act being considered unfriendly, exercise freely and at its discretion the right to suspend communications between those of its ports that it may designate and all or part of the territory of the other party, and for the period that it may consider to be advisable.

### ARTICLE V

The present Treaty shall be ratified by the contracting parties in accordance with their respective constitutional methods; and shall go into effect on the date of the exchange of their ratifications, which shall take place in the city of Washington as soon as possible.

IN FAITH WHEREOF, the respective Plenipotentiaries have signed the present Treaty and have affixed their seals hereto.

DONE in duplicate, in the English and Spanish languages, at Washington on the twenty-ninth day of May, one thousand nine hundred and thirty-four.

CORDELL HULL	[SEAL]
SUMNER WELLES	[SEAL]
M. MÁRQUEZ STERLING	[SEAL]

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<sup>2</sup> TS 418, *ante*, p. 1113.

<sup>3</sup> TS 426, *ante*, p. 1120.

## RECIPROCAL TRADE

*Agreement and exchange of notes signed at Washington August 24, 1934*<sup>1</sup>

*Proclaimed by the President of the United States August 24, 1934*

*Proclaimed by Cuba August 30, 1934*

*Entered into force September 3, 1934*

*Supplemented and amended by agreements of December 18, 1939,<sup>2</sup> and December 23, 1941<sup>3</sup>*

*Made inoperative by agreement of October 30, 1947<sup>4</sup>*

*Terminated August 21, 1963<sup>5</sup>*

49 Stat. 3559; Executive Agreement Series 67

### AGREEMENT

The President of the United States of America and the President of the Republic of Cuba, desirous of strengthening the traditional bonds of friendship and commerce between their respective countries by maintaining as the basis for their commercial relations the granting of reciprocal preferential treatment, in continuation of the policy adopted in the Convention of Commercial Reciprocity of 1902<sup>6</sup> between the two countries, and taking into consideration that changed conditions have rendered it necessary to modify the provisions of that Convention, have arrived at the following Agreement:

### ARTICLE I<sup>7</sup>

During the term of this Agreement, all articles the growth, produce or manufacture of the United States of America which would have been admitted free of duty if imported into the Republic of Cuba on the day of signature of this Agreement, and all articles the growth, produce or manufacture of the Republic of Cuba which would have been admitted free of

<sup>1</sup> For schedules annexed to agreement, see 49 Stat. 3570 or p. 14 of EAS 67.

<sup>2</sup> EAS 165, *post*, p. 1187.

<sup>3</sup> EAS 229, *post*, p. 1198.

<sup>4</sup> TIAS 1703, *post*, p. 1229.

<sup>5</sup> Pursuant to notice of termination given by the United States Aug. 21, 1962.

<sup>6</sup> Convention signed at Havana Dec. 11, 1902 (TS 427, *ante*, p. 1106).

<sup>7</sup> For understandings relating to art. I, see protocol of Dec. 18, 1939 (EAS 165), *post*, p. 1190.

duty if imported into the United States of America on the day of signature of this Agreement, shall be so admitted by the respective country free of duty.

#### ARTICLE II <sup>8</sup>

Articles the growth, produce or manufacture of the United States of America enumerated and described in Schedule I annexed hereto <sup>9</sup> and made a part of this Agreement, shall, on their importation into the Republic of Cuba, be granted exclusive and preferential reductions in duties not less than the percentages specified respectively in Column 1 of the said Schedule, such percentages of reduction being applied to the lowest rates of duty, respectively, now or hereafter payable on like articles the growth, produce or manufacture of any other foreign country.

No article the growth, produce or manufacture of the United States of America enumerated and described in Schedule I annexed hereto, with respect to which a rate of duty is specified in Column 2 of the said Schedule, shall in any case, except as provided in Article VIII or X, be subject to any customs duty in excess of the rate so specified.

Every article the growth, produce or manufacture of the United States of America which is not provided for in Article I, and which is not enumerated and described in Schedule I annexed to this Agreement, shall, on importation into the Republic of Cuba, be granted an exclusive and preferential reduction in duty of not less than the percentage of reduction which would have been accorded if imported into Cuba on the day of the signature of this Agreement, such percentage of reduction being applied to the lowest rate of duty now or hereafter payable on the like article the growth, produce or manufacture of any other foreign country.

#### ARTICLE III

Articles the growth, produce or manufacture of the Republic of Cuba enumerated and described in Schedule II annexed hereto and made a part of this Agreement, shall, on their importation into the United States of America, be granted exclusive and preferential reductions in duties not less than the percentages specified respectively in Column 1 of the said Schedule, such percentages of reduction being applied to the lowest rates of duty, respectively, now or hereafter payable on like articles the growth, produce or manufacture of any other foreign country.

No article the growth, produce or manufacture of the Republic of Cuba enumerated and described in Schedule II annexed hereto, with respect to which a rate of duty is specified in Column 2 of the said Schedule, shall in

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<sup>8</sup> For understandings relating to art. II, see exchange of notes of Dec. 18, 1939 (EAS 165), *post*, p. 1187.

<sup>9</sup> See footnote 1, p. 1163.



any case, except as provided in Article VIII or X, be subject to any customs duty in excess of the rate so specified.

Every article the growth, produce or manufacture of the Republic of Cuba which is not provided for in Article I, and which is not enumerated and described in Schedule II annexed to this Agreement, shall, on importation into the United States of America, be granted an exclusive and preferential reduction in duty of not less than 20 per centum, such percentage of reduction being applied to the lowest rate of duty now or hereafter payable on the like article the growth, produce or manufacture of any other foreign country.

#### ARTICLE IV

The United States of America and the Republic of Cuba agree that the notes included in the Schedules I and II are hereby given force and effect as integral parts of this Agreement.

#### ARTICLE V <sup>10</sup>

No quantitative restriction shall be imposed by the Republic of Cuba on any article the growth, produce or manufacture of the United States of America enumerated and described in Schedule I annexed to this Agreement, nor by the United States of America on any article the growth, produce or manufacture of the Republic of Cuba enumerated and described in Schedule II: Provided, That the foregoing provision shall not apply to prohibitions or restrictions relating to public security; imposed on moral or humanitarian grounds; designed to protect human, animal or plant life; relating to prison-made goods or goods the product of forced labor; relating to the enforcement of police or revenue laws; or designed to extend to imported products a regime analogous to that affecting like or competing domestic products, such as restrictions imposed on imported products the production of which may be restricted within the importing country.

With respect to the allotment of quotas by the United States of America or the Republic of Cuba for any article on which quantitative restrictions are not prohibited by this Agreement, there shall be no discrimination against any person or company importing or exporting such articles between the two countries.

#### ARTICLE VI

On and after July 1, 1935, fees, charges or exactions imposed by the United States of America or the Republic of Cuba for consular certification of invoices and for other consular services pertaining to the documentation of any shipment of articles the growth, produce or manufacture of the territory of the other country shall not exceed in the aggregate 2 per centum of the free on board (F.O.B.) invoice value of the merchandise concerned, at the

<sup>10</sup> For an amendment to art. V, see agreement of Dec. 23, 1941 (EAS 229), *post*, p. 1199.

port of exportation, except that this limitation shall apply only when the charges for such services would otherwise be in excess of two dollars and a half on merchandise of Cuban origin or two pesos and a half on merchandise of origin in the United States of America. Such fees, charges or exactions shall not in any case be higher than those imposed by the United States of America or the Republic of Cuba, respectively, upon shipments of like merchandise from any other country. This article, however, shall not be construed to embrace such reasonable fees, charges or exactions pertaining to documentation required by the sanitary laws or regulations of the United States of America or the Republic of Cuba as are commensurate with the services performed.

#### ARTICLE VII

In respect to articles the growth, produce or manufacture of the United States of America or the Republic of Cuba, imported into the other country, on which ad valorem rates of duty may be assessed, it is understood and agreed that the methods of determining dutiable value and of converting currencies shall be no less favorable to importers than the methods prescribed under presently existing laws and regulations of the respective importing country.

#### ARTICLE VIII <sup>11</sup>

All articles the growth, produce or manufacture of the United States of America or the Republic of Cuba, shall, after importation into the territory of the other country, be exempt from national or federal internal taxes, fees, charges or exactions, other or higher than those payable on like articles of national or any other foreign origin.

All articles enumerated and described in Schedule I annexed to this Agreement, with respect to which a rate of duty is specified in Column 2 of the said Schedule, shall be exempt from all taxes, fees, charges, or exactions, in excess of those imposed or required to be imposed by laws of the Republic of Cuba in effect on the day on which this Agreement comes into force; and all articles enumerated and described in Schedule II annexed to this Agreement, with respect to which a rate of duty is specified in Column 2 of the said Schedule, shall be exempt from all taxes, fees, charges or exactions, in excess of those imposed or required to be imposed by laws of the United States of America in effect on the day on which this Agreement comes into force.

The provisions of this Article, insofar as they apply to taxes, fees, charges, or exactions imposed within the United States of America, shall apply only to such taxes, fees, charges, or exactions as are subject to statutory control by the Federal Government of the United States of America.

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<sup>11</sup> For amendments to art. VIII, see agreements of Dec. 18, 1939 (EAS 165), *post*, p. 1188, and Dec. 23, 1941 (EAS 229), *post*, p. 1200.

## ARTICLE IX

On and after the day on which this Agreement comes into force, articles the growth, produce or manufacture of the United States of America and articles the growth, produce or manufacture of the Republic of Cuba previously imported into the other country shall be subject to the provisions of this Agreement, if entry therefor has not been made, or if they have been previously entered without payment of duty and under bond for warehousing, transportation, or any other purpose, and without any permit of delivery to the importer or to his agent having been issued: Provided, That when duties are based upon the weight of merchandise deposited in any public or private warehouse, the said duties shall, except as may be otherwise specially provided in the tariff laws of the respective countries in force on the day of signature of this Agreement, be levied and collected upon the weight of such merchandise at the time of its entry.

ARTICLE X <sup>12</sup>

In respect to articles subject to specific rates of duty, neither the United States of America nor the Republic of Cuba shall impose any additional duty, surtax, or other charge, by reason of any reduction in the value of its coin or currency with reference to the legal gold equivalent thereof as of June 1, 1934: Provided, That in the event that any such reduction shall have exceeded 10 per centum with reference to the legal gold equivalent of such coin or currency as of June 1, 1934, the rates of duty levied on a specific basis in the country whose coin or currency is so reduced in value on imported articles the growth, produce or manufacture of the other country may be increased to an extent no greater than is necessary to compensate for such reduction on the date of the arrival of the imported merchandise at the port of entry; except that any such increase in rates of duty imposed by either country on imported articles the growth, produce or manufacture of the other country, shall not be greater proportionately than the increase in rates of duty on like articles the growth, produce or manufacture of any other foreign country.

ARTICLE XI <sup>13</sup>

The customs preferences and other benefits provided for in this Agreement are granted by the United States of America and the Republic of Cuba to each other subject to the condition that the Government of each country will refrain from subjecting payments or the transfer of means of payment or the disposition thereof to any regulation, restriction, charge or exaction, other or higher than was in force on April 1, 1934, which results in (one) impairing or circumventing any provision of this Agreement, (two) placing an undue burden on trade between the nationals or residents of the respective countries,

<sup>12</sup> For an amendment to art. X, see agreement of Dec. 23, 1941 (EAS 229), *post*, p. 1200.

<sup>13</sup> For an amendment to art. XI, see *ibid.*, p. 1201.

or (three) preventing or hindering nationals of either country residing, doing business, or traveling in the territory of the other country from securing and transferring in or to either country the funds reasonably necessary for, or arising from, such residence, business, or travel. In the event that the Government of either country considers that the other country has failed to comply with the conditions expressed in this Article, and the latter country shall not have satisfactorily corrected the regulation, restriction, charge or exaction out of which such failure arose, after formal complaint has been made thereof, the Government of the country so complaining may terminate the Agreement thirty days after giving notice to the other Government.

Nothing in this Article shall be construed to prevent the adoption of measures prohibiting or restricting the exportation of gold or silver.

#### ARTICLE XII

The United States of America and the Republic of Cuba retain the right to apply such measures as they respectively may see fit with respect to the control of the export or sale for export of arms, munitions, or implements of war, and in exceptional circumstances of other material needed in war.

#### ARTICLE XIII <sup>14</sup>

No administrative ruling by the United States of America or the Republic of Cuba effecting advances in duties or charges applicable under an established and uniform practice to imports from the territory of the other country shall be effective retroactively or with respect to articles either entered for or withdrawn for consumption prior to the expiration of thirty days after the date of publication of notice of such ruling in the usual official manner. The provisions of this Article do not apply to administrative orders imposing anti-dumping duties, nor relating to sanitation or public safety, nor giving effect to judicial decisions.

#### ARTICLE XIV

Laws, regulations of administrative authorities, and decisions of administrative or judicial authorities, pertaining to the classification of articles for customs purposes and 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 of the United States of America or the Republic of Cuba shall be applied uniformly at all ports of entry of the country, except as otherwise specifically provided in statutes of the United States of America relating to articles imported into Puerto Rico.

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<sup>14</sup> For an understanding relating to art. XIII, see protocol of Dec. 18, 1939 (EAS 165), *post*, p. 1191.

## ARTICLE XV

The provisions of this Agreement shall not apply to the Philippine Islands, the Virgin Islands, American Samoa, the Island of Guam, nor to the Panama Canal Zone.

## ARTICLE XVI

The operation of the provisions of the Commercial Convention, concluded between the United States of America and the Republic of Cuba on December 11, 1902, shall be suspended on the day on which the present Agreement comes into force. In the event of the expiration or the denunciation of the present Agreement, the provisions of the aforesaid Convention of 1902 shall automatically resume operation and shall continue in full force and effect as provided therein until the expiration of one year from the day on which the Government of either country shall have given notice to the other Government of an intention to terminate it.

ARTICLE XVII <sup>15</sup>

The present Agreement shall come into force on the tenth day following the day of the signature thereof, after proclamation by the President of the United States of America and the President of the Republic of Cuba, and shall remain in full force for the term of three years thereafter, unless terminated pursuant to the provisions of Article XI or of the third paragraph of this Article.

Unless at least six months before the expiration of the aforesaid term of three years the Government of either country shall have given to the other Government notice of an intention to terminate the Agreement upon the expiration of the aforesaid term or it shall have been terminated pursuant to the provisions of Article XI or of the third paragraph of this Article, the Agreement shall remain in full force thereafter until six months from such time as the Government of either country shall have given notice to the other Government.

If, however, the rates of duty on sugar or tobacco specified in Column 2 of Schedule II annexed to this Agreement shall be increased in accordance with the provisions set forth in the notes to paragraphs 501 or 605 of the said Schedule, this Agreement may be terminated by the Government of either country by giving notice to the other Government of an intention to terminate it at the expiration of thirty days from the date of such notice.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Agreement and have affixed their seals hereto.

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<sup>15</sup> For amendments to art. XVII, see agreements of Dec. 18, 1939 (EAS 165), *post*, p. 1189, and Dec. 23, 1941 (EAS 229), *post*, p. 1201.

DONE in duplicate, in the English and Spanish languages, both authentic, at the city of Washington, this 24th day of August, 1934.

For the President of the United States of America:

CORDELL HULL [SEAL]  
*Secretary of State*

JEFFERSON CAFFERY [SEAL]  
*Ambassador Extraordinary  
and Plenipotentiary to  
the Republic of Cuba*

SUMNER WELLES [SEAL]  
*Assistant Secretary of State*

For the President of the Republic of Cuba:

COSME DE LA TORRIENTE [SEAL]  
*Secretary of State*

M. MÁRQUEZ STERLING [SEAL]  
*Ambassador Extraordinary  
and Plenipotentiary to  
the United States of America*

[For schedules annexed to agreement, see 49 Stat. 3570 or p. 14 of EAS 67.]

#### EXCHANGE OF NOTES

*The American Secretary of State to the Cuban Secretary of State*

DEPARTMENT OF STATE  
*Washington, August 24, 1934*

EXCELLENCY:

I have the honor to confirm my understanding of the views developed by the conversations which have recently taken place at Habana between the Government of the United States of America and the Government of the Republic of Cuba with reference to the exportation of avocados and pineapple slips from Cuba to the United States of America, its territories and possessions, as follows:

The conversations between the two Governments have resulted in a mutual understanding that the Government of Cuba agrees not to permit the exportation of avocados to the United States of America by any carrier clearing from the final Cuban port or place of call except during the period from June 1 to September 30, inclusive, of each year, beginning with the calendar year 1935, and that the Government of Cuba will promulgate forthwith and enforce the regulations necessary to make this commitment effective.



These conversations between the two Governments have also developed a further understanding that the Cuban Government will permit the exportation of pineapple slips to the United States of America, its territories and possessions, subject to such regulations as the Cuban Department of Agriculture may establish. I shall be obliged if I may receive your confirmation of the correctness of this understanding.

I am happy to avail myself of this opportunity to renew to you, Excellency, the assurances of my highest and most distinguished consideration.

CORDELL HULL

*Secretary of State of the United States of America*

Dr. COSME DE LA TORRIENTE,  
*Secretary of State of Cuba,  
Washington, D.C.*

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*The Cuban Secretary of State to the American Secretary of State*

[TRANSLATION]

EMBASSY OF CUBA  
*Washington, August 24, 1934*

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date, communicating to me your understanding of the views developed by the conversations which have recently taken place at Habana between the Government of the United States of America and the Government of the Republic of Cuba with reference to the exportation of avocados and pineapple slips from Cuba to the United States of America, its territories and possessions.

Your Excellency's understanding is in exact accord with my own. The conversations between the two Governments have resulted in a mutual understanding that the Government of Cuba agrees not to permit the exportation of avocados to the United States of America by any carrier clearing from the final Cuban port or place of call, except during the period from June 1 to September 30, inclusive, of each year, beginning with the calendar year 1935, and that the Government of Cuba will promulgate forthwith and enforce the regulations necessary to make this commitment effective.

These conversations between the two Governments have also developed the further understanding that the Cuban Government will permit the exportation of pineapple slips to the United States of America, its territories and possessions, subject to such regulations as the Cuban Department of Agriculture may establish.



I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

COSME DE LA TORRIENTE  
*Secretary of State of the Republic of Cuba*

His Excellency

Mr. CORDELL HULL,  
*Secretary of State,*  
*Washington.*

## EXCHANGE OF PUBLICATIONS

*Exchange of notes at Havana May 4 and 12, 1938*

*Entered into force May 12, 1938*

52 Stat. 1497; Executive Agreement Series 123

*The Cuban Secretary of State to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CUBA  
DEPARTMENT OF STATE

924

HABANA, May 4, 1938

MR. AMBASSADOR:

With reference to your Embassy's memorandum of October 18 last, I have the honor to advise Your Excellency that the Cuban Government is in agreement with the exchange of official publications proposed by Your Excellency's Government, to which the said memorandum refers, and for that purpose I take pleasure in making the following a matter of record:

There shall be an exchange of official publications between the Government of Cuba and the Government of the United States of America, which shall be conducted under the following terms:

1. The official exchange office on the part of Cuba is the Office of the Director of Cultural Relations of the Department of State. The official exchange office on the part of the United States is the Smithsonian Institution.

2. The exchange sendings shall be received on behalf of Cuba by the Department of State; on behalf of the United States by the Library of Congress.

3. The Government of Cuba will furnish regularly in one copy the official publications of the departments, offices, and institutions which appear in the attached list (List No. 1). This list shall be extended to include, without the necessity of subsequent negotiations, any other official publication not specified in the same or of new offices which the Government may create in the future.

4. The United States Government will furnish regularly in one copy a full set of the official publications of the departments, offices, and institutions which appear in the attached list (List No. 2). This list shall be extended to include, without the necessity of subsequent negotiations, any other publication of new offices which the Government may create in the future.

5. With respect to departments, offices, and institutions which at this time do not issue publications and which are not mentioned in the attached lists, it shall be understood that publications issued by them in the future shall be furnished in one copy.

6. Neither of the two Governments shall be obligated by this agreement to furnish confidential publications, blank forms, or circular letters which are not of a public nature.

7. Each party shall bear the postal, railway, maritime, and other charges originating in its own country.

8. Both parties express their willingness to send the shipments as soon as possible.

9. This agreement shall not be deemed to modify agreements already existing between the departments, institutions, and agencies of the two countries.

If Your Excellency's Government should be in agreement with the foregoing text, my Government will, upon receipt of Your Excellency's note, identical with the present note, consider the foregoing agreement to be concluded.

I avail myself of this opportunity to renew to Your Excellency the testimony of my highest and most distinguished consideration.

J. REMOS

His Excellency Mr. J. BUTLER WRIGHT,  
*Ambassador Extraordinary and Plenipotentiary  
 of the United States of America,  
 Habana.*

REPUBLIC OF CUBA  
 DEPARTMENT OF STATE

LIST NO. 1

LIST OF OFFICIAL CUBAN PUBLICATIONS WHICH ARE TO BE SENT TO THE  
 LIBRARY OF CONGRESS, WASHINGTON, IN VIRTUE OF THE AGREEMENT  
 FOR THE EXCHANGE OF PUBLICATIONS BETWEEN THE GOVERNMENTS OF  
 CUBA AND OF THE UNITED STATES OF AMERICA

DEPARTMENT OF STATE

Official Bulletin of the Department of State.

Treaties, agreements, and conventions negotiated by the Republic of Cuba.

Economic, commercial, and financial reports.

Publications of the Office of the Director of Cultural Relations.

DEPARTMENT OF EDUCATION

Review of Education.

Periodical pamphlets of the Office of the Director of Culture.

Cuban Review.

DEPARTMENT OF COMMUNICATIONS

Official Bulletin of the Department.

## DEPARTMENT OF NATIONAL DEFENSE

Review of the Constitutional Army.  
Review of the Constitutional Navy.

## DEPARTMENT OF LABOR

Review of the Department.

## DEPARTMENT OF COMMERCE

Review of the Department.

## DEPARTMENT OF HEALTH AND WELFARE

Bulletins and Reports of the Department of Health.

## DEPARTMENT OF AGRICULTURE

Review of the Department.

## UNIVERSITY OF HABANA

Review of the University.

## ACADEMY OF HISTORY

Annals of the Academy of History.

## NATIONAL ACADEMY OF ARTS AND LETTERS

Annals of the National Academy of Arts and Letters.

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*The American Ambassador to the Cuban Secretary of State*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Habana, May 12, 1938*

No. 117

## EXCELLENCY:

With reference to my memorandum of October 18, 1937, and to Your Excellency's note No. 924, of May 4, 1938, I have the honor to express our agreement for the exchange of official publications between the Governments of the United States of America and of Cuba, as follows:

There shall be a complete exchange of official publications between the Government of the United States of America and the Government of Cuba, which shall be conducted in accordance with the following provisions:

(1) The official exchange office on the part of Cuba is the Division of Cultural Relations of the Department of State. The official exchange office for the transmission of publications of the United States is the Smithsonian Institution.

(2) The exchange sendings shall be received on behalf of Cuba by the Department of State; on behalf of the United States by the Library of Congress.

(3) The Government of Cuba shall furnish regularly in one copy a full set of the official publications of its several departments, bureaus, offices, and institutions. A list of such departments and instrumentalities is attached (List No. 1). This list shall be extended to include, without the necessity of

subsequent negotiation, any new offices that the Government may create in the future.

(4) The Government of the United States shall furnish regularly in one copy a full set of the official publications of its several departments, bureaus, offices, and institutions. A list of such departments and instrumentalities is attached (List No. 2). This list shall be extended to include, without the necessity of subsequent negotiations, any new offices that the Government may create in the future.

(5) With respect to departments and instrumentalities which at this time do not issue publications and which are not mentioned in the attached lists, it is understood that publications issued in the future by those offices shall be furnished in one copy.

(6) Neither Government shall be obligated by this agreement to furnish confidential publications, blank forms, or circular letters not of a public nature.

(7) Each party to the agreement shall bear the postal, railroad, steamship, and other charges arising in its own country.

(8) Both parties express their willingness as far as possible to expedite shipments.

(9) This agreement shall not be understood to modify the already existing agreements between the various government departments and instrumentalities of the two countries.

I avail myself of this opportunity to extend to Your Excellency the renewed assurance of my highest consideration.

J. BUTLER WRIGHT

His Excellency Dr. JUAN J. REMOS,  
*Secretary of State,*  
*Habana.*

#### LIST NO. 2

LIST OF UNITED STATES GOVERNMENT DEPARTMENTS, BUREAUS, OFFICES, AND INSTITUTIONS, OFFICIAL PUBLICATIONS OF WHICH ARE TO BE FURNISHED TO THE CUBAN DEPARTMENT OF STATE IN ACCORDANCE WITH THE AGREEMENT FOR THE EXCHANGE OF OFFICIAL PUBLICATIONS BETWEEN THE UNITED STATES OF AMERICA AND CUBA

#### AGRICULTURE DEPARTMENT

Crops and markets, monthly  
Department leaflet  
Farmers' bulletin, irregular  
Journal of agricultural research, semi-monthly  
Miscellaneous publication  
Technical bulletin, irregular  
Yearbook of agriculture, bound

*Agricultural economics bureau*

Agricultural situation, monthly  
Statistical bulletin  
Report, annual

*Agricultural engineering bureau*

Report, annual

*Animal industry bureau*

Service and regulatory announcements

*Biological survey bureau*

North American fauna  
Report, annual

*Chemistry and soils bureau*

Soil survey reports  
Report, annual

*Dairy industry bureau*

Report, annual

*Entomology and plant quarantine bureau*

Report, annual

*Experiment station office*

Experiment station record, monthly  
Report on agricultural experiment stations, annual

*Extension service*

Extension service review, monthly

*Food and drug administration**Forest service*

Report, annual

*Home economics bureau*

Report, annual

*Information office*

Report, annual

*Plant industry bureau**Public roads bureau*

Public roads, journal of highway research, monthly  
Report, annual

*Soil conservation service*

Soil conservation, monthly  
Report, annual

*Weather bureau*

Climatological data for U.S., monthly  
Monthly weather review

## CIVIL SERVICE COMMISSION

Official Register of the U.S., annual, bound  
Report, annual

## COMMERCE DEPARTMENT

Annual report of the Secretary of Commerce

*Air Commerce Bureau*

*The Census Bureau*

- Decennial census
- Biennial census of manufactures
- Birth, stillbirth and infant mortality statistics, annual
- Financial statistics of cities over 100,000, annual
- Financial statistics of state and local governments, annual
- Mortality statistics, annual
- County and city jails, prisoners, annual
- Prisoners in state and federal prisons, annual

*Coast and geodetic survey*

- Special publications

*Fisheries bureau*

- Bulletin
- Fishery circular
- Investigational report

*Foreign and domestic commerce bureau*

- Domestic commerce series
- Survey of current business
- Foreign commerce and navigation, bound annual
- Monthly summary of foreign commerce
- Commerce reports, weekly
- Statistical abstract, annual
- Trade information bulletin
- Trade promotion series

*Lighthouses bureau**National bureau of standards*

- Circular
- Journal of research, monthly
- Technical news bulletin, monthly

*Navigation and steamboat inspection bureau*

- Merchant marine statistics, annual
- Merchant vessels of the United States, annual

*Patent office*

- Official gazette, weekly
- Index of trade-marks, annual
- Index of patents, annual

*Shipping board bureau*

- Shipping board bureau reports

## CONGRESS

- Congressional record, bound
- Congressional directory, bound
- Statutes at large, bound
- Code of laws and supplements, bound

*House of Representatives*

- Journal, bound
- Documents, bound
- Reports, bound

*Senate*

- Journal, bound
- Documents, bound
- Reports, bound



## COURT OF CLAIMS

Report of cases decided

## COURT OF CUSTOMS AND PATENT APPEALS

Reports (decisions), bound

## DISTRICT OF COLUMBIA

Reports of the various departments of the local government

## EMPLOYEES' COMPENSATION COMMISSION

Annual report

## FARM CREDIT ADMINISTRATION

Annual report

## FEDERAL COMMUNICATIONS COMMISSION

Annual report

## FEDERAL EMERGENCY ADMINISTRATION OF PUBLIC WORKS

## FEDERAL HOME LOAN BANK BOARD

Federal home loan bank review, monthly

## FEDERAL HOUSING ADMINISTRATION

Annual report

## FEDERAL POWER COMMISSION

Annual report

## FEDERAL RESERVE SYSTEM

Federal reserve bulletin, monthly

Annual report

## FEDERAL TRADE COMMISSION

Annual report

Decisions, bound

## GENERAL ACCOUNTING OFFICE

Decisions of comptroller-general, bound

## GOVERNMENT PRINTING OFFICE

Annual report

*Documents office*

Documents catalog, biennial

Monthly catalog

## INTERIOR DEPARTMENT

Annual report

Decisions

*Education office*

Bulletin

Pamphlet series

School life, monthly except July and August

Vocational education bulletin

*General land office**Geological survey*

Bulletin

Professional paper

Water supply papers

*Mines bureau*

Bulletin  
Minerals yearbook  
Technical paper

*National Park Service**Reclamation bureau*

Reclamation era, monthly

## INTERSTATE COMMERCE COMMISSION

Annual report  
Annual report of statistics on railways  
Interstate commerce commission reports (decisions), bound

## JUSTICE DEPARTMENT

Annual report of the Attorney General  
Opinions of the Attorney General

*Prisons bureau*

Federal offenders, annual

## LABOR DEPARTMENT

Annual report

*Children's bureau**Employment service**Immigration and naturalization service**Labor standards division*

Bulletin  
Industrial health and safety series

*Labor statistics bureau*

Bulletin  
Monthly labor review

*Women's bureau*

Bulletin

## LIBRARY OF CONGRESS

Annual report, bound

*Copyright office*

Catalog of copyright entries

*Documents division*

Monthly checklist of state publications

*Legislative reference service*

State law index, biennial, bound

## NATIONAL ACADEMY OF SCIENCES

Annual report

## NATIONAL ADVISORY COMMITTEE FOR AERONAUTICS

Annual report  
Bibliography of aeronautics, annual  
Technical reports

## NATIONAL ARCHIVES

- NATIONAL EMERGENCY COUNCIL  
United States government manual
- NATIONAL LABOR RELATIONS BOARD  
Decisions
- NATIONAL MEDIATION BOARD  
Annual report
- NATIONAL RESOURCES BOARD  
Report
- NAVY DEPARTMENT  
Annual report of the Secretary of the navy
- Engineering bureau*
- Marine corps*
- Medicine and surgery bureau*  
Naval medical bulletin, quarterly  
Annual report of the surgeon general  
Naval war college  
International law situations, annual, bound
- Navigation bureau*  
Navy directory, quarterly  
Register, annual
- Hydrographic office*  
Publications
- Nautical almanac office*  
American ephemeris and nautical almanac, annual  
American almanac, nautical, annual
- Supplies and accounts bureau*  
Naval expenditures, annual
- POST OFFICE DEPARTMENT  
Postal guide, annual with monthly supplements  
Annual report of the Postmaster general
- Postal savings system*  
Annual report
- PRESIDENT OF THE UNITED STATES  
Addresses, messages
- RECONSTRUCTION FINANCE CORPORATION  
Report, quarterly
- SECURITIES & EXCHANGE COMMISSION  
Decisions  
Annual report
- SMITHSONIAN INSTITUTION  
Report, annual
- Ethnology bureau*  
Annual report  
Bulletin

*National museum*

Annual report

## STATE DEPARTMENT

Arbitration series

Conference series

Executive agreement series

Foreign relations, annual, bound

Latin American series

Press releases, weekly

Territorial papers of the United States, bound

Treaty series

Treaty information bulletin, monthly

## SUPREME COURT

Official reports, bound

## TARIFF COMMISSION

Annual report

Miscellaneous series

Reports

## TAX APPEALS BOARD

Board of tax appeals reports

## TREASURY DEPARTMENT

Annual report of the Secretary of the treasury on the state of finances

Combined statement of receipts, expenditures, balances, etc., annual

Treasury decisions, bound

*Budget bureau*

Budget annual, bound

*Bookkeeping and warrants division*

Digest of appropriations, annual

*Coast guard*

Register, annual

*Comptroller of the currency*

Annual report

## INTERNAL REVENUE BUREAU

Internal revenue bulletin, weekly

Annual report of the commissioner of internal revenue

Statistics of income

*Mint bureau*

Annual report

*Narcotics bureau**Procurement division**Public health service*

National institute of health bulletin

Public health bulletin, irregular

Public health reports, weekly

Annual report

Venereal disease information, monthly

## VETERANS' ADMINISTRATION

Annual report  
Medical bulletin, quarterly

## WAR DEPARTMENT

Report of the Secretary of war, annual

*Adjutant general's department*

Official army register, annual  
Army list and directory, semi-annual

*Engineer department*

Report of the chief of engineers (incl. commercial statistics on water-borne commerce),  
annual  
Rivers and harbors board. Port series

*General staff corps**Insular affairs bureau*

Annual report

*Medical department*

Report of the surgeon general, annual

*Military intelligence division**National guard bureau**Ordnance department**Quartermaster general**Signal office*

## MILITARY OVERFLIGHTS

*Exchange of notes at Washington September 29 and November 22, 1938*

*Entered into force November 22, 1938*

*Extended by agreements of June 3 and 15, 1939;<sup>1</sup> June 13 and 18, 1940;<sup>1</sup> May 26 and June 12, 1941;<sup>1</sup> and July 6 and August 27, 1942<sup>1</sup>*

*Expired June 30, 1943*

Department of State files

*The Cuban Ambassador to the Secretary of State*

[TRANSLATION]

EMBASSY OF CUBA

WASHINGTON, D.C.

*September 29, 1938*

EXCELLENCY:

I have the honor to address Your Excellency to state the following to you:

On June 2, 1931, the Embassy of the United States in Cuba requested in the name of its Government, by note number 539, the granting of a general permit for a period of one year, to expire on June 30, 1932, for the aircraft of the War and Navy Departments of its country to fly over Cuba and land in Cuban territory without need of a specific application for authorization for each flight. On June 10, 1931, the Government of Cuba, through the Department of State, notified the American Embassy of the granting of the request referred to above. The Embassy replied to the said note on the 12th of the same month and year, giving thanks, in the name of its Government for the concession and declaring that it had been requested for the purpose of eliminating the requirements (then required) of a specific application for each flight, the Embassy promising to notify the Government of Cuba of the details of those that were made.

Subsequently, on May 12, 1932, and likewise through the American Embassy at Habana, an extension of the arrangement or general permit for an additional period of one year was requested of the Government of Cuba. The Government of Cuba being desirous of complying with the request of

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<sup>1</sup> Not printed.

the United States, it granted this new concession, and since then, up to the present, it has taken pleasure in agreeing to the annual extensions periodically requested by Your Excellency's Government. It must be pointed out that since 1934, at the application of the United States itself, the permit has been extended to cover lighter-than-air craft (*naves más ligeras que el aire*).

Having received instructions from my Government to request of Your Excellency's Government, invoking the principle of international reciprocity, the granting of the same facilities to Cuban aircraft, I am requesting Your Excellency to be good enough to take an interest [in securing] from your Government the granting of an annual permit identical with that granted to the United States Government, so that Cuban military and naval aircraft may fly over American territory and land thereon under the same conditions and with the same formalities as aircraft belonging to the United States War and Navy Departments now used in flying over and landing on Cuban territory.

A copy of a memorandum prepared by the Office of Protocol of the Department of State is enclosed,<sup>1</sup> in which a chronological statement is made of the extensions requested and granted.

Accept, Excellency, the assurances of my very high and distinguished consideration.

V. VALDÉS RODRÍGUEZ

His Excellency

Mr. CORDELL HULL,  
Secretary of State,  
Washington.

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*The Secretary of State to the Cuban Ambassador*

NOVEMBER 22, 1938

EXCELLENCY:

I have the honor to refer to your note of September 29, 1938 requesting that Cuban military and naval aircraft be granted privileges similar to those now enjoyed by United States service aircraft for flights over Cuban territory.

I now take pleasure in advising you that the reciprocal privileges requested will be granted by this Government for the period ending June 30, 1939, subject to compliance with all applicable laws and regulations, particularly those pertaining to air space reservations and the air traffic rules contained in part 50 of the Civil Air Regulations.



I should appreciate your advising me of the details of each flight as far in advance as possible.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:

R. WALTON MOORE

His Excellency

Señor Dr. PEDRO MARTÍNEZ FRAGA,

*Ambassador of Cuba.*

## RECIPROCAL TRADE

*Agreement, protocol, and exchange of notes signed at Washington  
December 18, 1939, supplementing and amending agreement of  
August 24, 1934*

*Proclaimed by the President of the United States December 19, 1939*

*Proclaimed by Cuba December 22, 1939*

*Proclamations exchanged at Havana December 22, 1939*

*Entered into force December 23, 1939*

*Supplemented by agreement of December 23, 1941 <sup>1</sup>*

*Made inoperative by agreement of October 30, 1947 <sup>2</sup>*

*Terminated August 21, 1963 <sup>3</sup>*

54 Stat. 1997; Executive Agreement Series 165

### AGREEMENT

The President of the United States of America and the President of the Republic of Cuba, being desirous of strengthening still further the traditional bonds of friendship and commerce between their respective countries by maintaining the basis of reciprocal preferential treatment in their commercial relations, and of making certain changes in the provisions of the trade agreement between the United States of America and the Republic of Cuba signed at Washington on August 24, 1934,<sup>4</sup> have resolved to conclude a supplementary agreement for that purpose and have, through their respective Plenipotentiaries, agreed on the following Articles:

### ARTICLE I

1. Items 58-C, 98-B, 165-C, 225, 256-D and 270-G of Schedule I <sup>5</sup> of the Agreement of August 24, 1934, are amended to read as follows:

[For text, see 54 Stat. 2000 or p. 4 of EAS 165.]

2. Item 64-B of Schedule I of the Agreement of August 24, 1934, shall

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<sup>1</sup> EAS 229, *post*, p. 1198.

<sup>2</sup> TIAS 1703, *post*, p. 1229.

<sup>3</sup> Pursuant to notice of termination given by the United States Aug. 21, 1962.

<sup>4</sup> EAS 67, *ante*, p. 1163.

<sup>5</sup> For schedules annexed to agreement of Aug. 24, 1934, see 49 Stat. 3570 or p. 14 of EAS 67.

be designated item 64-C and the following additional items shall be inserted in the said Schedule in the proper numerical order:

[For text, see 54 Stat. 2002 or p. 6 of EAS 165.]

3. Schedule I of the Agreement of August 24, 1934, is hereby amended by inserting after item 253-B the following:

[For text, see 54 Stat. 2002 or p. 6 of EAS 165.]

## ARTICLE II

1. Item 501 of Schedule II of the Agreement of August 24, 1934, is amended by adding the following additional paragraphs to the note to the said item:

[For text, see 54 Stat. 2002 or p. 8 of EAS 165.]

2. Items 601, 603, 605, the note following item 605, and items 771 and 802 of Schedule II of the Agreement of August 24, 1934, are amended to read as follows:

[For text, see 54 Stat. 2004 or p. 10 of EAS 165.]

## ARTICLE III

Article VIII of the Agreement of August 24, 1934, is amended to read as follows:

Articles the growth, produce or manufacture of the United States of America or the Republic of Cuba 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 any other foreign origin, subject, in the case of the United States of America, to the constitutional limitations on the authority of the Federal Government.

Articles the growth, produce or manufacture of the United States of America enumerated and described in Schedule I annexed to this Agreement with respect to which a rate of duty is specified in Column 2 of the said Schedule, shall be exempt from all other duties, taxes, fees, charges or exactions, in excess of those imposed on September 3, 1934, or required to be imposed thereafter by laws of the Republic of Cuba in force on September 3, 1934. The provisions of this paragraph shall not apply, however, to the tax of 1½ percent on gross sales and incomes referred to in Decree-Law No. 393 of November 8, 1935, or to any increase which may be made in the general rate of such tax.

Articles the growth, produce or manufacture of the Republic of Cuba enumerated and described in Schedule II annexed to this Agreement shall, on their importation into the United States of America, be exempt from all duties other than ordinary customs duties and all taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed

on September 3, 1934, or required to be imposed thereafter by laws of the United States of America in force on September 3, 1934.

No internal Federal taxes shall be imposed on articles the growth, produce or manufacture of the Republic of Cuba enumerated and described in item 501 of Schedule II annexed to this Agreement in excess of those imposed on September 3, 1937, or required to be imposed thereafter by laws of the United States of America in effect on September 3, 1937.

The provisions of Article I and Article III of this Agreement and of the third paragraph of this Article shall not prevent the Government of the United States of America 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 IV

1. The second paragraph of Article XVII of the Agreement of August 24, 1934, is amended by changing the period at the end thereof to a comma and adding the following:

subject to the provisions of Article XI and the third and fourth paragraphs of this Article.

2. The third paragraph of Article XVII of the Agreement of August 24, 1934, is amended to read as follows:

Notwithstanding the foregoing provisions, if the rates of duty specified in Column 2 of Schedule II annexed to this Agreement in respect of item 501 of the said Schedule should be increased in accordance with the provisions set forth in the note to the said item 501, the Government of the Republic of Cuba may propose negotiations for the modification of this Agreement. If agreement with respect to such proposal is not reached within thirty days following receipt thereof by the Government of the United States of America, the Government of the Republic of Cuba shall be free, within fifteen days after the expiration of the aforesaid period of thirty days, to terminate this Agreement in its entirety on thirty days' written notice.

3. Article XVII of the Agreement of August 24, 1934, is amended by adding the following new paragraph after the third paragraph of the said Article:

It is further agreed that, in the event that the Government of either country 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 written representations and proposals as the other Government may make with a

view to effecting a mutually satisfactory adjustment of the matter; if no agreement is reached with respect to such representations or proposals within thirty days after they are received, the Government which made them shall be free, within fifteen days after the expiration of the aforesaid period of thirty days, to terminate this Agreement in its entirety on thirty days' written notice.

#### ARTICLE V

The present Agreement and the accompanying Protocol shall constitute an integral part of the Agreement of August 24, 1934.

#### ARTICLE VI

The present Agreement shall be proclaimed by the President of the United States of America and by the President of the Republic of Cuba in conformity with the laws of their respective countries. It shall enter into force on the day following the exchange of the proclamation of the President of the United States of America and the proclamation of the President of the Republic of Cuba, which shall take place in Habana as soon as possible.

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 Washington, this eighteenth day of December, 1939.

For the President of the United States of America:

CORDELL HULL [SEAL]

*Secretary of State  
of the United States of America*

For the President of the Republic of Cuba:

PEDRO MARTÍNEZ FRAGA [SEAL]

*Ambassador Extraordinary and Pleni-  
potentiary of the Republic of Cuba*

#### PROTOCOL

The undersigned, the duly empowered Plenipotentiaries of their respective Governments, have agreed on the following Articles with regard to the interpretation of the trade agreement between the United States of America and the Republic of Cuba, signed August 24, 1934, as amended by the supplementary agreement which they have signed this day:

#### ARTICLE I

The term "duty" as used in Article I of the Agreement of August 24, 1934, in relation to the undertakings of the United States of America and in Article

III of that Agreement shall be understood to continue to refer to ordinary customs duties.

# ARTICLE II

The provisions of Article I of the Agreement of August 24, 1934, shall not be construed to be in conflict with Section 3424 of the Internal Revenue Code of the United States of America.

# ARTICLE III

The term "duties" as used in the first sentence of Article XIII of the Agreement of August 24, 1934, shall be understood to refer to rates of duty.

# ARTICLE IV

It is agreed that the words, "become inoperative", which appear in the English text of the Note to Item 501 of Schedule II of the Agreement of August 24, 1934, express the meaning intended by the Governments of the two countries, and that the corresponding Spanish text should read "quedaran sin efecto" in place of "fuesen derogadas".

In witness whereof, the respective Plenipotentiaries have signed this Protocol and have affixed their seals hereto.

Done in duplicate, in the English and Spanish languages, both authentic, at the city of Washington, this eighteenth day of December, 1939.

For the President of the United States of America:

CORDELL HULL [SEAL]

*Secretary of State  
of the United States of America*

For the President of the Republic of Cuba:

PEDRO MARTÍNEZ FRAGA [SEAL]

*Ambassador Extraordinary and Plenipotentiary of the Republic of Cuba*

# EXCHANGE OF NOTES

*The Cuban Ambassador to the Secretary of State*

[TRANSLATION]

EMBASSY OF CUBA

WASHINGTON, D.C.

*December 18, 1939*

# EXCELLENCY:

I have the honor to refer to the note which has been inserted after Item 253 of Schedule I of the trade agreement entered into between the United States and Cuba on August 24, 1934, by a provision of the supplementary

trade agreement between the United States and Cuba signed at Washington on this day.

It is, as I have informed you, the intention of my Government to give further consideration to the possibility of arranging an improvement in the tariff treatment of American rice imported into Cuba, such improvement to remain in effect so long as the share of United States consumption requirements of sugar which may be supplied by sugar originating in the Republic of Cuba is not altered to Cuba's disadvantage as compared with that established in the quota provisions of the United States Sugar Act of 1937.<sup>6</sup>

It is my understanding that in the event that my Government devises an arrangement for this purpose and such arrangement is found acceptable to your Government it may be applied to American rice imported into Cuba notwithstanding the provisions of Article II and Items 253-A and 253-B of Schedule I of the agreement of August 24, 1934, provided, however, that in the event such improved treatment is terminated by my Government, the provisions relating to rice in the aforesaid Items 253-A and 253-B of Schedule I of the trade agreement signed on August 24, 1934, shall again come into full effect.

I avail myself of this opportunity to renew to Your Excellency the assurances of my very high consideration.

MARTÍNEZ FRAGA

His Excellency

Mr. CORDELL HULL,  
Secretary of State,  
Washington, D.C.

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*The Secretary of State to the Cuban Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*December 18, 1939*

EXCELLENCY:

I have the honor to acknowledge your note of this date, in which you state that it is the intention of your Government to give further consideration to the possibility of improving the customs treatment of American rice imported into Cuba, such improvement to remain in effect so long as the share of United States consumption requirements of sugar which may be supplied by sugar originating in the Republic of Cuba is not altered to Cuba's disadvantage as compared with that established in the quota provisions of the United States Sugar Act of 1937.

I further have the honor to confirm your understanding that the note which has been inserted, by a provision of the supplementary trade agreement

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<sup>6</sup> 50 Stat. 903.



between the United States and Cuba signed at Washington on this day, after Item 253 of Schedule I of the trade agreement entered into between the United States and Cuba on August 24, 1934, will make possible the application of such an arrangement in the event it is desired by your Government and is found acceptable by my Government, notwithstanding the provisions of Article II and items 253-A and 253-B of Schedule I of the agreement of August 24, 1934.

Accept, Excellency, the renewed assurances of my highest consideration.

CORDELL HULL

His Excellency

PEDRO MARTÍNEZ FRAGA,

*Ambassador of the Republic of Cuba.*

## LEND-LEASE<sup>1</sup>

*Agreement signed at Washington November 7, 1941*

*Entered into force November 7, 1941*

1941 For. Rel. (VII) 122

WHEREAS the United States of America and the Republic of Cuba declare that in conformity with the principles set forth in the Declaration of Lima, approved at the Eighth International Conference of American States on December 24, 1938,<sup>2</sup> they, together with all the other American republics, are united in the defense of the Americas, determined to secure for themselves and for each other the enjoyment of their own fortunes and their own talents; and

WHEREAS the President of the United States of America, pursuant to the Act of the Congress of the United States of America of March 11, 1941,<sup>3</sup> and the President of the Republic of Cuba have determined that the defense of each of the American republics is vital to the defense of all of them; and

WHEREAS the United States of America and the Republic of Cuba are mutually desirous of concluding an Agreement for the providing of defense articles and defense information by either country to the other country, and the making of such an Agreement has been in all respects duly authorized, and all acts, conditions and formalities which it may have been necessary to perform, fulfill or execute prior to the making of such an Agreement in conformity with the laws either of the United States of America or of the Republic of Cuba have been performed, fulfilled or executed as required;

The undersigned, being duly authorized for that purpose, have agreed as follows:

### ARTICLE I

Th United States of America proposes to transfer to the Republic of Cuba under the terms of this Agreement armaments and munitions of war to a total value of about \$7,200,000. The United States of America proposes to begin deliveries immediately and to continue deliveries as expeditiously as

<sup>1</sup> Final payment made Apr. 26, 1951, and reported in 33d Report to Congress on Lend-Lease Operations, p. 4.

<sup>2</sup> *Ante*, vol. 3, p. 534.

<sup>3</sup> 55 Stat. 31.

practicable during the coming twelve months to an approximate total value of \$1,000,000 for use by the Cuban Army and an approximate total value of \$300,000 for use by the Cuban Navy.

In conformity, however, with the Act of the Congress of the United States of America of March 11, 1941, the United States of America reserves the right at any time to suspend, defer, or stop deliveries whenever, in the opinion of the President of the United States of America, further deliveries are not consistent with the needs of the defense of the United States of America or the Western Hemisphere; and the Republic of Cuba similarly reserves the right to suspend, defer, or stop acceptance of deliveries under the present Agreement, when, in the opinion of the President of the Republic of Cuba, the defense needs of the Republic of Cuba or the Western Hemisphere are not served by continuance of the deliveries.

## ARTICLE II

Records shall be kept of all defense articles transferred under this Agreement, and not less than every ninety days schedules of such defense articles shall be exchanged and reviewed.

Thereupon the Republic of Cuba shall pay in dollars into the Treasury of the United States of America the total cost to the United States of America of the defense articles theretofore delivered up to a total of \$4,200,000 less all payments theretofore made, and the Republic of Cuba shall not be required to pay more than a total of \$700,000 before July 1, 1942, more than a total of \$1,400,000 before July 1, 1943, more than a total of \$2,100,000 before July 1, 1944, more than a total of \$2,800,000 before July 1, 1945, more than a total of \$3,500,000 before July 1, 1946 or more than a total of \$4,200,000 before July 1, 1947.

## ARTICLE III

The United States of America and the Republic of Cuba, recognizing that the measures herein provided for their common defense and united resistance to aggression are taken for the further purpose of laying the bases for a just and enduring peace, agree, since such measures cannot be effective or such a peace flourish under the burden of an excessive debt, that upon the payments above provided all fiscal obligations of the Republic of Cuba hereunder shall be discharged; and for the same purpose they further agree, in conformity with the principles and program set forth in Resolution XXV on Economic and Financial Cooperation of the Second Meeting of the Ministers of Foreign Affairs of the American Republics at Habana, July 1940,<sup>4</sup> to cooperate with each other and with other nations to negotiate fair and equitable commodity agreements with respect to the products of either of them and of other

<sup>4</sup> For text, see *Department of State Bulletin*, Aug. 24, 1940, p. 141.

nations in which marketing problems exist, and to cooperate with each other and with other nations to relieve the distress and want caused by the war wherever, and as soon as, such relief will be succor to the oppressed and will not aid the aggressor.

#### ARTICLE IV

Should circumstances arise in which the United States of America in its own defense or in the defense of the Americas shall require defense articles or defense information which the Republic of Cuba is in a position to supply, the Republic of Cuba will make such defense articles and defense information available to the United States of America.

#### ARTICLE V

The Republic of Cuba undertakes that it will not, without the consent of the President of the United States of America, transfer title to or possession of any defense article or defense information received under this Agreement, or permit its use by anyone not an officer, employee, or agent of the Republic of Cuba.

Similarly, the United States of America undertakes that it will not, without the consent of the President of the Republic of Cuba, transfer title to or possession of any defense article or defense information received in accordance with Article IV of this Agreement, or permit its use by anyone not an officer, employee, or agent of the United States of America.

#### ARTICLE VI

If, as a result of the transfer to the Republic of Cuba of any defense article or defense information, it is necessary for the Republic of Cuba to take any action or make any payment in order fully to protect any of the rights of any citizen of the United States of America who has patent rights in and to any such defense article or information, the Republic of Cuba will do so, when so requested by the President of the United States of America.

Similarly, if, as a result of the transfer to the United States of America of any defense article or defense information, it is necessary for the United States of America to take any action or make any payment in order fully to protect any of the rights of any citizen of the Republic of Cuba who has patent rights in and to any such defense article or information, the United States of America will do so, when so requested by the President of the Republic of Cuba.

#### ARTICLE VII

This Agreement shall continue in force from the date on which it is signed until a date agreed upon between the two Governments.

Signed and sealed in duplicate in the English and Spanish languages at Washington this seventh day of November, 1941.

For the United States of America:

CORDELL HULL

*Secretary of State  
of the United States of America*

For the Republic of Cuba:

A. F. CONCHESO

*Ambassador Extraordinary and Pleni-  
potentiary of the Republic of Cuba  
at Washington*

## RECIPROCAL TRADE

*Agreement and exchange of notes signed at Havana December 23, 1941,  
supplementing and amending agreements of August 24, 1934, and  
December 18, 1939*

*Proclaimed by the President of the United States December 29, 1941  
Published by Cuba in Gaceta Oficial December 29, 1941*

*Entered into force January 5, 1942*

*Made inoperative by agreement of October 30, 1947<sup>1</sup>*

*Terminated August 21, 1963<sup>2</sup>*

55 Stat. 1149; Executive Agreement Series 229

### AGREEMENT

The President of the United States of America and the President of the Republic of Cuba, being desirous of strengthening still further the traditional bonds of friendship and commerce between their respective countries by maintaining the basis of reciprocal preferential treatment in their commercial relations, and of making certain changes in the provisions of the trade agreement between the United States of America and the Republic of Cuba signed at Washington on August 24, 1934,<sup>3</sup> as amended by the supplementary agreement signed at Washington on December 18, 1939,<sup>4</sup> have resolved to conclude a further supplementary agreement for that purpose and have, through their respective Plenipotentiaries, agreed on the following Articles:

### ARTICLE I

1. The following additional items and notes are inserted in Schedule I<sup>5</sup> of the Agreement of August 24, 1934, as amended, in the proper numerical order:

[For text, see 55 Stat. 1452 or p. 4 of EAS 229.]

2. The items indicated below, of Schedule I of the Agreement of August 24, 1934, as amended, are amended to read as follows:

[For text, see 55 Stat. 1458 or p. 12 of EAS 229.]

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<sup>1</sup> TIAS 1703, *post*, p. 1229.

<sup>2</sup> Pursuant to notice of termination given by the United States Aug. 21, 1962.

<sup>3</sup> EAS 67, *ante*, p. 1163.

<sup>4</sup> EAS 165, *ante*, p. 1187.

<sup>5</sup> For schedules annexed to agreement of Aug. 24, 1934, see 49 Stat. 3570 or p. 14 of EAS 67.

## ARTICLE II

1. The following additional items are inserted in Schedule II of the Agreement of August 24, 1934, as amended, in the proper numerical order:

[For text, see 55 Stat. 1460 or p. 14 of EAS 229.]

2. The note following item 501 of Schedule II of the Agreement of August 24, 1934, as amended, is hereby terminated, and item 501 of the said Schedule is amended to read as follows:

[For text, see 55 Stat. 1464 or p. 16 of EAS 229.]

3. Items 601, 603, the note following item 603, and items 605, 752 and 765 of Schedule II of the Agreement of August 24, 1934, as amended, are amended to read as follows:

[For text, see 55 Stat. 1464 or p. 18 of EAS 229.]

4. The words "when imported and" wherever they appear in items 743, 771, 772 and 774 of Schedule II of the Agreement of August 24, 1934, as amended, are hereby deleted.

## ARTICLE III

Article V of the Agreement of August 24, 1934, as amended, is amended to read as follows:

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 Republic of Cuba 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 Republic of Cuba enumerated and described in Schedule II, except as otherwise specifically provided for in the said Schedules.

2. The foregoing provision shall not apply to quantitative regulations in whatever form imposed by the United States of America or the Republic of Cuba 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. Whenever the Government of either country proposes to establish any quantitative regulation authorized by this paragraph, with respect to any article which is not now subject to such regulations, it shall give notice thereof in writing to the other Government and shall afford such other Government an opportunity to consult with it in respect of the proposed action; and if agreement with respect thereto is



not reached within thirty days following receipt of the aforesaid notice, the Government which proposes to take such action shall, nevertheless, be free to do so at any time thereafter, and the other Government shall be free within fifteen days after such action is taken to terminate this Agreement in whole or in part on thirty days' written notice.

#### ARTICLE IV

1. The second paragraph of Article VIII of the Agreement of August 24, 1934, as amended, is amended to read as follows:

Articles the growth, produce or manufacture of the United States of America enumerated and described in Schedule I annexed to this Agreement, with respect to which a rate of duty is specified in the said Schedule, shall, on their importation into the Republic of Cuba, be exempt from all other duties, taxes, fees, charges or exactions, imposed on or in connection with importation, in excess of those imposed on September 3, 1934, or required to be imposed thereafter by laws of the Republic of Cuba in force on September 3, 1934.

2. The fourth paragraph of Article VIII of the Agreement of August 24, 1934, as amended, is hereby deleted.

3. The last paragraph of Article VIII of the Agreement of August 24, 1934, as amended, is amended to read as follows:

The provisions 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 V

Article X of the Agreement of August 24, 1934 is hereby terminated and the following Article is agreed upon:

#### ARTICLE X

Nothing in this Agreement shall 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 neutrality;

(g) relating to public security, including measures imposed for the protection of the country's essential interests in time of war or other national emergency.

#### ARTICLE VI

Article XI of the Agreement of August 24, 1934, as amended, is amended to read as follows:

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 VII

1. The last clause of the second paragraph of Article XVII of the Agreement of August 24, 1934, as amended, is amended to read as follows: subject to the provisions of Article V and the third paragraph of this Article.

2. The third and fourth paragraphs of Article XVII of the Agreement of August 24, 1934, as amended, are hereby terminated and the following paragraph is added after the second paragraph of the said Article:

It is further agreed that, in the event that the Government of either country 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, in an economic sense, any object of the Agreement, the Government which has adopted any such measure shall consider such written representations and proposals as the other Government may make with a view to effecting a mutually satisfactory adjust-

ment of the matter; if no agreement is reached with respect to such representations or proposals within thirty days after they are received, the Government which made them shall be free, within fifteen days after the expiration of the aforesaid period of thirty days, to terminate this Agreement in whole or in part on thirty days' written notice.

#### ARTICLE VIII

The present supplementary Agreement shall constitute an integral part of the Agreement of August 24, 1934, as amended.

#### ARTICLE IX

The present supplementary Agreement shall be proclaimed by the President of the United States of America and shall be made effective in the Republic of Cuba in conformity with the laws of that country. It shall enter into force on the seventh day following the day of the proclamation thereof by the President of the United States of America and publication thereof in the *Gaceta Oficial* of the Republic of Cuba, or, if such proclamation and publication are not simultaneous, on the seventh day following the date of the later in time of such proclamation or publication.

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 Habana, this twenty-third day of December, 1941.

For the President of the United States of America:

GEORGE S. MESSERSMITH [SEAL]

*Ambassador Extraordinary and  
Plenipotentiary of the United  
States of America*

For the President of the Republic of Cuba:

J. M. CORTINA [SEAL]

*Minister of State  
of the Republic of Cuba*

#### EXCHANGE OF NOTES

*The Minister of State to the American Ambassador*

[TRANSLATION]

MINISTRY OF STATE  
*Habana, December 23, 1941*

EXCELLENCY:

I have the honor to refer to the provisions of the supplementary trade agreement between our two countries signed at Habana this day, which

establishes a reduced rate of duty on sugar of Cuban origin imported into the United States.

In view of the vital importance of sugar exports to the economy of Cuba, and of the predominant position of the United States as a market for Cuban sugar, my Government desires that consideration be given to the gravity of the possibility of the adoption of measures at any time in the United States which might adversely affect the position of Cuba as a supplier of sugar for the United States market, as compared with those established by the provisions of the Sugar Act of 1937,<sup>a</sup> inasmuch as my Government considers that such measures would nullify the objectives of this agreement and of the existing commercial relations.

I should appreciate receiving from Your Excellency such assurances in this regard as may be appropriate.

I take this opportunity to renew to Your Excellency the assurances of my highest consideration.

JOSE MANUEL CORTINA  
*Minister of State*

His Excellency  
GEORGE S. MESSERSMITH,  
*Ambassador Extraordinary and  
Plenipotentiary of the United States  
of America,  
Habana, Cuba.*

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*The American Ambassador to the Minister of State*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Habana, December 23, 1941*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note referring to the tariff concession granting a reduced rate of duty on sugar of Cuban origin provided for by the supplementary trade agreement between our two countries signed at Habana this day, expressing preoccupation regarding the position of Cuban sugar in the United States market, and requesting assurances in this regard.

I have the honor to state that I am directed by my Government to assure Your Excellency that the interest of your Government in maintaining the position of the Republic of Cuba as a supplier of sugar for the United States market, at least in the same proportion as provided for in the Sugar Act of 1937, which is considered of vital importance to the maintenance of the existing economic relations between both countries, is fully appreciated, and

<sup>a</sup> 50 Stat. 903.

that therefore my Government will make at all times every appropriate and possible effort to safeguard that position.

It is understood that this exchange of notes constitutes an integral part of the supplementary trade agreement signed this day.

Please accept, Excellency, the renewed assurances of my highest consideration.

GEORGE S. MESSERSMITH  
*Ambassador of the United States  
of America*

His Excellency  
Dr. JOSÉ M. CORTINA,  
*Minister of State,  
Habana.*

## MILITARY COOPERATION

*Agreement signed at Havana June 19, 1942*

*Entered into force June 19, 1942*

*Expired October 28, 1952*<sup>1</sup>

1942 For. Rel. (VI) 267

### AGREEMENT FOR MILITARY COOPERATION

The Republic of Cuba and the United States of America, desiring to conclude an Agreement for Military Cooperation, have appointed for this purpose as their respective plenipotentiaries:

The President of the Republic of Cuba, José Manuel Cortina, Minister of State,

The President of the United States of America, Spruille Braden, Ambassador Extraordinary and Plenipotentiary of the United States of America in Cuba,

Who, after having exchanged their full powers, found to be in due form, have concluded the following Agreement for Military Cooperation.

WHEREAS: The American Republics have reaffirmed their complete solidarity and their determination to cooperate for their mutual protection;

WHEREAS: The Governments of Cuba and of the United States of America are co-belligerents in a war against the Axis nations;

WHEREAS: The Governments of Cuba and of the United States of America are desirous of cooperating to the utmost in the prosecution of the war effort;

WHEREAS: The advanced training of aviation bombardment combat units within Cuban territory would contribute to the effective prosecution of the war and should at the same time provide a substantial measure of protection, hitherto lacking, for ocean shipping in waters adjacent to Cuba;

WHEREAS: The Governments of Cuba and of the United States of America have agreed to establish a heavy bombardment Operational Training and Combat Unit in the vicinity of San Antonio de los Baños in the Province of Habana;

<sup>1</sup> Six months after entry into force of treaty of peace with Japan (3 UST 3169; TIAS 2490).

WHEREAS: The full sovereignty of Cuba over the areas mentioned in this Agreement is not impaired in any manner, but is recognized and maintained;

WHEREAS: All fixed installations and facilities mentioned in this Agreement will upon the termination thereof revert to the Cuban Government, thus contributing to the achievement of the objective concerning airport development referred to in the Fourth Resolution of the Third Meeting of Ministers of Foreign Affairs of the American Republics held in Rio de Janeiro, Brazil, in January 1942; <sup>2</sup>

WHEREAS: For the establishment of the Operational Training and Combat Unit the Governments of Cuba and of the United States of America have agreed upon the following:

#### ARTICLE I

The Government of Cuba believes that certain areas in the vicinity of San Antonio de los Baños, in the Province of Habana, can be utilized for the establishment of a military zone for advanced aviation training, and to this end is disposed to make available (*aportar*) said lands to constitute a military war zone in which the Government of the United States is authorized to establish and operate a heavy bombardment Operational Training and Combat Unit, hereafter referred to as the Unit, with all its necessary equipment and facilities, to consist of American, and which may also include Royal Air Force (British), personnel. In accordance with this purpose areas of land shall be selected by studies undertaken by technical personnel of both Governments, and within said zone, for the duration of this Agreement, military jurisdiction shall be exercised, without prejudice to the sovereignty of Cuba, by the Government of the United States, and all services and base command in the zone shall be established and exercised by the Government of the United States, and all contact with the Cuban Government shall be maintained through channels of the Government of the United States directly or through the Embassy of the United States. Flying training standards and supervision may be British. The Cuban flag shall at all times be flown within said zone, in a principal place (*en sitio principal*), and the American and British flags may likewise be flown therein.

#### ARTICLE II: *Description of Unit*

The Unit is an institution which takes pilots, navigators, bombardiers, and flight engineers who have finished their individual training, and prepares them through final training for service on combat type aircraft. At the conclusion of this training they are immediately transferred to Units operating in combat areas. After completion of construction work in the zone, it is anticipated that the personnel of the Unit will total approximately 3,200. No

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<sup>2</sup> For text, see *Department of State Bulletin*, Feb. 7, 1942, p. 122.



personnel is given preliminary or other training in a Unit of this description, and untrained personnel therefore cannot be included in the advanced and final training activities of this Unit in Cuba.

Appreciating the desire of the Cuban Government and people to have Cuban pilots participate in the war effort, the Government of the United States declares its sympathy with this desire, and agrees that courses of training of this nature will be made available to Cuban pilots to the numerical extent that the Army Air Forces training command of the United States permits.

### ARTICLE III

The Cuban Government will contribute and make available to the Government of the United States without cost the necessary land referred to in Article I, and moreover is disposed to contribute in addition, under the same conditions, one or two satellite fields that it may be necessary to establish in the general vicinity of the zone and which may be required in connection with the operations of the Unit, the land for these satellite fields being likewise contributed by the Government of Cuba without cost to the Government of the United States. Satellite fields are utilized in connection with the training and combat activities of the Unit and for emergency and instructional landings. The personnel to be stationed at the satellite fields of the Unit will total approximately thirty officers and men.

### ARTICLE IV: *Free Entry*

Materials of all kinds, equipment, fuel, merchandise, and war supplies imported into the zone for exclusive use and consumption therein shall not be subject to payment of Cuban customs duties nor any other fees or charges. This privilege shall be extended to the personal effects of personnel of the United States Government attached to the zone and to goods consigned to United States authorities at the zone for the use of official institutions of said zone, under the control of said Government, such as post exchanges, commissaries, establishments and service clubs, for sale to the personnel of the zone. Appropriate administrative measures shall be taken by the United States authorities of the zone, in consultation with the Joint Military Commission for Coordination and Liaison hereinafter established, to prevent abuse of the privileges granted under this article.

### ARTICLE V: *Taxation*

Members of the armed forces of the United States and civilian citizens of the United States attached to the zone and who serve it, relative to the construction and operation of the Unit by reason of such assignment shall be exempt from the payment of direct taxes to the Government of Cuba and its subdivisions, and also municipalities.

#### ARTICLE VI: *Shipping and Dock Facilities*

Vessels operated by the United States Government transporting material, equipment and supplies for the zone, as well as personnel of the Operational Training Unit, shall not be subject to payment of Cuban port, tonnage, anchorage or other fees, except that if a pilot is taken, pilotage shall be paid for at appropriate rates.

The Government of Cuba authorizes the Government of the United States to rent in its name suitable pier or dock facilities in Habana, together with storage space for cargo destined for or transported from the zone. The administration of such facilities may be undertaken by the Government of the United States, but in every case shall be subject to the existing laws and regulations of the Republic covering such piers, docks, and warehouses.

#### ARTICLE VII: *Use of Cuban Highways and Railroads*

Authorization is granted for the use of Cuban highways by United States Government transportation and the right to ship over existing railroads materials and supplies necessary for the construction, maintenance and supply of the zone.

The Government of the United States agrees to defray necessary expenses for the improvement and maintenance of roads mainly used by the United States forces, in an amount and form to be determined by mutual agreement.

No tax or fee shall be payable in respect of registration and licensing for use in Cuba of motor vehicles belonging to the Government of the United States or to the personnel of the Operational Training Unit.

#### ARTICLE VIII: *Communications*

Authorization is granted to the Unit by the Cuban Government for the establishment and operation of such military communications as may be essential solely for the functioning of the Unit.

#### ARTICLE IX: *Fugitives from Justice; Offenses Committed Outside the Zone*

Fugitives from justice charged with crimes or misdemeanors amenable to Cuban law taking refuge within the zone shall be delivered by the United States authorities on demand by duly authorized Cuban authorities. On the other hand, the Republic of Cuba agrees that fugitives from justice belonging to the personnel of the Unit who are charged with crimes or misdemeanors amenable to United States law committed within the said zone who are found or take refuge outside the zone, shall on demand be delivered up to the duly authorized United States authorities.

Any other case of a similar nature, not covered by this Agreement, shall be settled through consultation between the Ministry of State of Cuba and the Embassy of the United States in Habana.

ARTICLE X: *Postoffice Facilities*

The Government of the United States is authorized to establish a United States post office or offices within the zone for the exclusive use of personnel of the Unit.

ARTICLE XI: *Rights and Privileges Extended to British Personnel*

All rights and privileges authorized to personnel of the Unit who are citizens of the United States shall be likewise authorized with respect to British military personnel serving with the Unit and under the jurisdiction of the military authorities of the United States in the Unit.

ARTICLE XII: *Claims for Damages*

A joint commission of the Governments of Cuba and the United States shall be established to have jurisdiction over the settlement of all claims for damages to Cuban life or property which may result from aircraft or other accidents incident to the operation of the Unit.

ARTICLE XIII: *Duration of Agreement*

The authorizations contained in this Agreement for military wartime co-operation shall cover the period of the present war plus six months after the establishment of peace between the United States and the Axis powers.

ARTICLE XIV: *Transfer of Equipment and Facilities to the Cuban Government at the Termination of this Agreement*

At the termination of this Agreement, all the fixed installations and constructions of every kind placed by or on behalf of the United States Government during the life of this Agreement within the zone or within the satellite fields referred to in Article III shall be left in place and shall become the property of the Government of Cuba without cost.

ARTICLE XV: *Conditional Clause*

The Government of the United States agrees during the life of this Agreement not to sell, lend, lease or transfer material, articles, or property, use or possession of which has been obtained from the Government of Cuba through this Agreement, without the consent of the President of Cuba. Similarly, the Government of the United States agrees not to make available without the same consent to another nation the use of the information given or studies provided by the Government of Cuba (except to British officials or personnel who may be serving in the zone, when such information is pertinent to the necessary operations of the Unit).

The Government of the Republic of Cuba for its part agrees during the life of this Agreement not to sell, lend, lease or transfer materials, articles or

property, use or possession of which has been obtained from the Government of the United States through this Agreement, without the consent of the President of the United States. It also agrees not to make available, without the same consent, to another nation the use of the information given or studies provided by the Government of the United States.

ARTICLE XVI: *Secrecy of Agreement*

Because of the military character of this Agreement it shall be considered secret until such time as the Governments of Cuba and of the United States may mutually agree otherwise.<sup>3</sup>

ARTICLE XVII: *General Provisions and Establishment of Joint Military Commission for Coordination and Liaison*

The Governments of Cuba and the United States agree that they will act in mutual accord to adopt from time to time such supplementary revisions of this Agreement as may be necessary and indicated by experience to provide satisfactory procedure or regulations covering questions requiring further clarification or improvement, including matters pertaining to the protection of the rights and privileges of citizens of Cuba and of the personnel of the Unit.

In the above connection there shall be established a military commission for coordination and liaison to be composed of an equal number of officers of the Cuban and American Armies, the primary duties of which shall be the maintenance of necessary liaison and the facilitation of the most effective reciprocal cooperation between the Cuban Army and the United States Command in the Unit.

Signed at Habana, in duplicate, in the Spanish and English languages, this nineteenth day of June Nineteen Hundred and Forty-two.

J. M. CORTINA [SEAL]  
*Minister of State of the  
Republic of Cuba*

SPRUILLE BRADEN, III [SEAL]  
*Ambassador of the United  
States of America*

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<sup>3</sup> Classification changed to unrestricted by exchange of notes at Washington Jan. 18 and Feb. 17, 1947.

## MILITARY AND NAVAL COOPERATION

*Agreement signed at Havana September 7, 1942*

*Entered into force September 7, 1942*

*Supplemented by agreement of February 1, 1943<sup>1</sup>*

*Expired October 28, 1952<sup>2</sup>*

1942 For. Rel. (VI) 283

### AGREEMENT FOR MILITARY AND NAVAL COOPERATION

The Republic of Cuba and the United States of America, desiring to conclude an Agreement for Military and Naval Cooperation, have appointed for this purpose as their respective plenipotentiaries

The President of the Republic of Cuba, José Agustín Martínez, Minister of State,

The President of the United States of America, Spruille Braden, Ambassador Extraordinary and Plenipotentiary of the United States of America in Cuba,

Who, after having exchanged their full powers, found to be in due form, have concluded the following Agreement for Military Cooperation.

WHEREAS: The American Republics have reaffirmed their complete solidarity and their determination to cooperate for their mutual protection.

WHEREAS: The Governments of Cuba and of the United States of America are co-belligerents in a war against the Axis aggressor nations.

WHEREAS: The Governments of Cuba and the United States of America are desirous of cooperating to the utmost in the prosecution of the joint war effort.

WHEREAS: The use of certain Cuban facilities by the armed forces of the United States on a cooperative basis would represent an important and substantial contribution to the success of the joint war effort.

THEREFORE: The undersigned plenipotentiaries, being duly authorized for the purpose, have agreed as follows:

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<sup>1</sup> *Post*, p. 1221.

<sup>2</sup> Six months after entry into force of treaty of peace with Japan (3 UST 3169; TIAS 2490).

## ARTICLE I

*Authorizations*

As a contribution to the successful prosecution of the joint war effort, the Government of Cuba, without any prejudice to or impairment of the sovereignty of Cuba, has determined hereby to accord to the Government of the United States of America:

(a) An authorization of general character in favor of the service aircraft of the Government of the United States of America to fly over the territory of the Republic of Cuba and, when necessary, to land at any airport or landing field or, in the case of seaplanes, to land at any point within Cuban territorial waters. Prior notification of such flights shall not be required, nor any permission to land on land or sea.

(b) An authorization to the Government of the United States to photograph Cuban territory and territorial waters, in connection with the compilation of military data and the preparation of military maps, which maps when completed shall be made available freely to the Government of Cuba.

(c) An authorization for the establishment of service detachments of the Government of the United States at Cuban airports and landing fields in connection with flights of the service aircraft referred to in (a) above, and the utilization by the personnel of these detachments, for the account of the Government of the United States, of every kind of facilities such as repair shops, communications installations and equipment. In each case, prior to the establishment of such a detachment, there shall be previous consultation in order to arrive at an agreement respecting the character, conditions and scope of the activities which are to be undertaken.

The personnel of such detachments may circulate in uniform within the Republic of Cuba, in connection with the rationing and sheltering of personnel, the servicing of aircraft, the receiving and sending of necessary military communications, and other necessary activities.

(d) An authorization, subject in each case to prior consultation and agreement between the two Governments, for the establishment of additional airports to be used in connection with joint military and naval cooperation or for the improvement of existing airports and their facilities.

(e) An authorization for the establishment of shore detachments of United States Army or Navy personnel at strategic points along the Cuban coast, to be selected by previous agreement between the two Governments. This authorization includes construction of necessary quarters and maintenance facilities for personnel, equipment and supplies; the establishment of military communications facilities; and the installation of detector and other special equipment in connection with activities of patrol or vigilance.



The personnel of such detachments may circulate in uniform within the Republic of Cuba, as outlined in paragraph (c), provided service activities are involved.

(f) An authorization for patrol aircraft and surface craft of the United States Navy to call without restriction at points where shore detachments have been established under this Agreement, and to utilize bays, harbors, and coastal waters of Cuba without prior notification, in connection with their activities of vigilance and patrol.

(g) An authorization for the establishment of coast artillery guns at points to be selected by previous agreement between the two Governments in the vicinity of, and to the east and west respectively of, the boundaries of the Naval Station area at Guantánamo. This authorization extends to the construction of necessary temporary quarters for gun crews from the Naval Station, the establishment of such crews adjacent to the respective batteries, and the establishment of telephone facilities connecting each battery with the Naval Station area.

(h) An authorization for the establishment of a small detachment of uniformed personnel of the Naval Station at Guantánamo at the pumping installations on the Yateras River outside the Naval Station area, for the purpose of protecting these installations against possible damage from sabotage, together with an authorization for patrol and vigilance by Naval Station personnel of the pipe line between the intake equipment on the Yateras River and the points where the two systems enter the Naval Station area.

## ARTICLE II

### *Free Entry*

Materials of all kinds, equipment, fuel, merchandise and war supplies imported into Cuba consigned to the Government of the United States or an official agency thereof, in connection with the activities of United States service detachments, provided these materials cannot be obtained in Cuba, shall not be subject, under this Agreement, to the payment of Cuban customs duties or any other fees or charges. Appropriate administrative measures shall be taken by the authorities of the United States concerned to prevent any misuse of privileges granted by this article.

## ARTICLE III

### *Right of Use by the Cuban Government*

The service aircraft of the Government of the Republic of Cuba may freely utilize all the installations and facilities to which this Agreement refers, and those which exist in the territory of the United States of America, without other restrictions than those established for service aircraft of the Government of the United States of America.



## ARTICLE IV

*Consultation*

The Governments of Cuba and of the United States of America agree that they will act in mutual accord to adopt, from time to time, such supplementary revisions of this Agreement as may be necessary or as may be indicated by experience to be equally needed, to provide satisfactory procedure or regulations covering questions which may require additional clarification or improvement, including agreement as to details relative to the relationship and cooperation between the armed forces of Cuba and of the United States, with respect to execution of the authorizations enumerated in Article I of this Agreement, and with respect to matters referring to the protection of the rights and privileges of citizens of Cuba and personnel of the armed forces of the Government of the United States temporarily stationed in the Republic of Cuba pursuant to the provisions of Article I.

Consultation undertaken pursuant to this Agreement shall be between His Excellency the Minister of State of Cuba, on behalf of Cuba, and the Ambassador of the United States of America at Habana, on behalf of the Government of the United States of America.

## ARTICLE V

*Transfer of Fixed Installations to the Cuban Government at the Termination of this Agreement*

At the termination of this Agreement all the fixed installations and constructions of every kind placed within the Republic of Cuba by the Government of the United States, or in its name, during the life of this Agreement, shall be left in place and shall become without cost the property of the Government of Cuba.

## ARTICLE VI

*Secrecy of Agreement*

Because of the military character of this Agreement, it shall be considered strictly confidential until such time as the Governments of Cuba and the United States may mutually agree otherwise.<sup>3</sup>

## ARTICLE VII

*Duration of Agreement*

This Agreement shall be in force from the day of signature. The authorizations and stipulations of this Agreement for military and naval wartime cooperation shall remain in force for the duration of the present war and until

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<sup>3</sup> Classification changed to unrestricted by exchange of notes at Washington Jan. 18 and Feb. 17, 1947.

six months after the restoration of peace between the United States and all the foreign powers with which it is at war.

Signed and sealed in the English and Spanish languages, in duplicate at Habana this seventh day of September, nineteen hundred and forty-two.

For the Government of the Republic of Cuba:

J. A. MARTINEZ [SEAL]

*Minister of State of the Republic of Cuba*

For the Government of the United States of America:

SPRUILLE BRADEN [SEAL]

*Ambassador Extraordinary and Plenipotentiary of the United States of America at Habana*

## MILITARY SERVICE

*Exchange of notes at Washington November 6, 1942, and January 9  
and February 1, 1943*

*Entered into force January 11, 1943*

*Terminated March 31, 1947*<sup>1</sup>

57 Stat. 960; Executive Agreement Series 321

*The Secretary of State to the Cuban Ambassador*

DEPARTMENT OF STATE

WASHINGTON

*November 6, 1942*

### EXCELLENCY:

I have the honor to refer to conversations which have taken place between officers of the Cuban Embassy and of the Department with respect to the application of the United States Selective Training and Service Act of 1940, as amended,<sup>2</sup> to Cuban citizens 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 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 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 through administrative action, thus obviating the delays incident to the signing and ratification of conventions.

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<sup>1</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

<sup>2</sup> 54 Stat. 885; 50 U.S.C. app.

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 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 prepared to afford to nationals of cobelligerent countries who have not declared their intention of becoming American citizens 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 arrangement are to be worked out directly between the War Department and the Selective Service System on the part of the United States Government and the appropriate authorities of the Cuban Government. It should be understood, however, that in all cases a person exercising an option under the arrangement 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 will be 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 immediately with respect to the Republic of Cuba 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 Secretary of State:

G. HOWLAND SHAW

His Excellency

Señor Dr. AURELIO F. CONCHESO,

*Ambassador of Cuba.*

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*The Cuban Ambassador to the Secretary of State*

[TRANSLATION]

EMBASSY OF CUBA  
WASHINGTON, D.C.

No. 17

JANUARY 9, 1943

EXCELLENCY:

I have the honor to refer to Your Excellency's note of November 6, 1942, relative to the conversations which have taken place between officials of the Embassy of Cuba and the Department of State with respect to the application of the Selective Service and Training Act of 1940 of the United States, as amended, to Cuban citizens residing in the United States.

Your Excellency states that the said Act provides that, with certain exceptions, every male citizen of the United States and all other males who reside in the United States, between the ages of 18 and 65 years, must register, the Act further providing that, with certain exceptions, the registered individuals included within certain specified age limits are subject to rendering compulsory active military service in the armed forces of the United States.

In this connection Your Excellency advises that the Government of the United States recognizes that, from the viewpoint of the morale of the individuals affected and of the military effort in general of the countries at war against the Axis powers, it would be desirable to permit certain nationals of co-belligerent countries who have registered or may register under the Selective Service and Training Act of 1940, as amended, to enlist in the armed forces of their own country if they so desire, for which purpose Your Excellency's Government is disposed to initiate a procedure whereby Cubans who have registered under the Selective Service and Training Act of 1940, as amended, and who have not declared their intention of adopting American citizenship, will be permitted to elect to serve in the armed forces of Cuba instead of rendering service in the armed forces of the United States, at any time prior to their entry into the armed forces of this country. Likewise, Cubans who have not declared their intention of adopting American citizenship and who are already serving in the armed forces of the United States will

be permitted to elect to transfer to the armed forces of Cuba. It is stipulated, however, that in every case the person exercising such an option under this arrangement must actually be accepted by the Cuban military authorities before his departure from the United States.

It is proposed in Your Excellency's note that the details of the arrangement be agreed upon directly between the War Department and the Selective Service System, on behalf of the Government of the United States, and competent authorities of the Government of Cuba.

Your Excellency advises me that the Government of the United States is disposed to put the above-mentioned policy into effect immediately with respect to the Republic of Cuba, subject to the following conditions:

[For text of conditions, see paragraphs (a), (b), and (c) in U.S. note, above.]

I have the honor to advise Your Excellency that my Government desires to avail itself of the procedure suggested in Your Excellency's note and that it agrees to do so under the conditions stated and with the stipulations expressed in paragraphs (a), (b), and (c) set forth above.

With respect to paragraph (a), nevertheless, my Government desires to point out that Obligatory Military Service exists in Cuba and that, although for the time being it is applicable only to Cuban citizens, the Cuban Government reserves the right to extend it to foreigners in general. In the latter case the stipulations of paragraph (b) guarantee to American citizens in Cuba the same treatment as that offered by the present arrangement to Cuban citizens in the United States.

With respect to the same paragraph (a), it is desired to point out, furthermore, that, according to the Emergency Military Service Law of 1941 of the Republic of Cuba, Cuban citizens at present in the United States are under obligation to register for military service in the armed forces of Cuba at consular offices of the Republic in this country, being subject to call according to lottery. Non-fulfilment of this obligation renders a person liable to appropriate penalties.

It is hoped that within a short time it will be possible to advise Your Excellency of the designation of the Cuban authorities who are to come to an agreement with the War Department and the Selective Service System regarding the details of the arrangement.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

A. F. CONCHESO

His Excellency

CORDELL HULL,

*Secretary of State,*

*Washington, D.C.*

*The Secretary of State to the Cuban Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
February 1, 1943

## EXCELLENCY:

I have the honor to acknowledge the receipt of your note no. 17 of January 9, 1943, in which you state that your Government desires to enter into the agreement, proposed in my note of November 6, 1942, concerning the services of nationals of one country in the armed forces of the other country. You state that your Government gives the assurances stipulated in paragraphs (a), (b), and (c) of the note of November 6, 1942.

I take pleasure in informing you that this agreement is now considered by this Government as having become effective on January 11, 1943, the date on which your note under acknowledgment was received in the Department. The appropriate authorities of this Government will be informed accordingly, and I may assure you that this Government will carry out the agreement in the spirit of full cooperation with your Government.

It is suggested that all the details incident to carrying out the agreement be discussed directly by officers of the Embassy with the appropriate officers in the War Department and the Selective Service System. Lieutenant Colonel W. D. Partlow, of the War Department, and Major S. G. Parker, of the Selective Service System, will be available to discuss questions relating to the exercise of the option prior to induction. The Inter-Allied Personnel Board of the War Department, which is headed by Major General Guy V. Henry, is the agency with which questions relating to the discharge of nondeclarant nationals of Cuba, who may have been serving in the Army of the United States on the effective date of the agreement and who desire to transfer to the Cuban forces, may be discussed.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:  
G. HOWLAND SHAW

His Excellency

Señor Dr. AURELIO F. CONCHESO,  
*Ambassador of Cuba.*



## MILITARY AND NAVAL COOPERATION

*Agreement signed at Havana February 1, 1943, supplementing agreement of September 7, 1942*

*Entered into force February 1, 1943*

*Expired October 28, 1952*<sup>1</sup>

1943 For. Rel. (VI) 136

### SUPPLEMENTARY AGREEMENT FOR MILITARY AND NAVAL COOPERATION BETWEEN THE GOVERNMENTS OF THE UNITED STATES OF AMERICA AND OF CUBA

The Governments of the United States of America and of the Republic of Cuba concluded on September 7, 1942, an Agreement for Military and Naval Cooperation,<sup>2</sup> Article IV of which provides that the Governments of the United States of America and of the Republic of Cuba will act in mutual accord to adopt, from time to time, such supplementary revisions of said Agreement as may be necessary, or as may be indicated by experience, provided they are equally needed, to provide satisfactory procedure or regulations covering questions which may require additional clarification or improvement, including agreement as to details relative to the relationship and cooperation between the Armed Forces of the United States of America and of Cuba with respect to the execution of measures already agreed upon.

It being necessary for the most effective cooperation in the joint war effort to expand the Agreement for Military and Naval Cooperation dated September 7, 1942, the Governments of the United States of America and of the Republic of Cuba have agreed to enter into a Supplementary Agreement, and have for this purpose appointed as Plenipotentiaries:

His Excellency the President of the United States of America:  
Spruille Braden, Ambassador Extraordinary and Plenipotentiary of the United States of America;

His Excellency the President of the Republic of Cuba:

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<sup>1</sup> Six months after entry into force of treaty of peace with Japan (3 UST 3169; TIAS 2490).

<sup>2</sup> *Ante*, p. 1211.

José Agustín Martínez-Viademonte, Minister of State of the Republic of Cuba;

Who after having exchanged their Full Powers and having found them to be in good and proper form have reached an agreement with respect to the following articles:

#### ARTICLE I

##### *Naval Cooperation*

As a contribution to the successful prosecution of the joint war effort, the Government of Cuba shall authorize the Chief of the General Staff of the Cuban Navy to assign, on temporary duty and whenever the needs of the service so require, a number of surface vessels, commanded by officers of the Cuban Navy, for operation under the general direction of the Commanders of the Sea Frontiers of the United States Navy.

#### ARTICLE II

##### *Logistic Support*

The Commander of the Gulf Sea Frontier will be responsible for the logistic requirements of those Cuban vessels assigned for operations under his direction. By mutual agreement between the Commander of the Gulf Sea Frontier and the Chief of the General Staff of the Cuban Navy, fuel and supply depots will be established in Cuba at locations considered necessary for efficient operation. Consumable supplies, including fuel and lubricants, furnished by the United States for the operation of Cuban vessels, shall be delivered to the Cuban Navy under Lend-Lease requisitions.

#### ARTICLE III

##### *Method of Naval Collaboration*

Naval collaboration between the Cuban Navy and the Commander of the Gulf Sea Frontier will be effected by means of a United States Naval Mission to Cuba. This Mission shall continue until cancelled upon the initiative of the Government of the United States or of the Government of Cuba.

#### ARTICLE IV

##### *Composition and personnel of the Mission*

This Mission shall consist of a Chief of Mission with the rank of Captain or Commander or Lieutenant Commander on active service in the United States Navy and such other United States Naval personnel as it may be agreed subsequently to appoint to form a part of said Mission.

## ARTICLE V

*Duties, rank and privileges of Naval Mission Personnel*

a) The Chief of the Naval Mission shall be attached to the General Staff of the Cuban Navy as technical advisor to the Chief of the General Staff of the Cuban Navy. In addition, the Chief of the Naval Mission shall be the representative of the Commander of the Gulf Sea Frontier in all matters pertaining to Naval cooperation between the Naval Forces of the United States and of Cuba.

b) The personnel of the Mission shall perform such duties as may be agreed upon between the Chief of the General Staff of the Cuban Navy and the Chief of the Mission.

c) Each member of the Mission shall serve thereon with the rank he holds in the United States Navy, and wear the uniform thereof.

d) Each member of the Mission shall be entitled to all privileges and benefits which the Cuban Regulations provide for Naval officers and enlisted personnel of corresponding rank.

e) The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy and shall be responsible solely to the Chief of the Mission in disciplinary matters.

f) All expenses in connection with the Naval Mission shall be paid by the United States.

g) The Government of Cuba will provide suitable office space for the use of the members of the Mission.

h) Without prejudice to this Agreement, the personnel of the Naval Mission may be ordered to additional duty on the Staff of the Commander of the Gulf Sea Frontier.

i) The Government of Cuba through the medium of the Minister of the Treasury shall issue pertinent orders for exempting articles imported into Cuba for their personal use by members of the Naval Mission from the payment of Cuban customs duties and other fees and charges, and for the free circulation of their automobiles.

## ARTICLE VI

*Duration of the Agreement*

This Supplementary Agreement shall become effective immediately and its duration, without prejudice to the provisions of Article III, shall be the same as that of the Agreement for Military and Naval Cooperation concluded between the Governments of the United States of America and of the Republic of Cuba on September 7, 1942.

Done and signed in duplicate, in the Spanish and English languages, in the City of Habana, on this first day of February in the year nineteen hundred and forty-three.

For the President of the United States of America:

SPRUILLE BRADEN [SEAL]

*Ambassador Extraordinary and  
Plenipotentiary of the  
United States of America*

For the President of the Republic of Cuba:

J. A. MARTINEZ [SEAL]

*Minister of State*

## RADIOSONDE STATION

*Exchange of notes at Havana July 17, and August 2, 1944, with  
memorandum agreement*

*Entered into force August 2, 1944*

*Expired June 30, 1947*

61 Stat. 4084; Treaties and Other  
International Acts Series 1842

*The American Ambassador to the Cuban Secretary of State*

EMBASSY OF THE  
UNITED STATES OF AMERICA

*Habana, July 17, 1944*

No. 632

### EXCELLENCY:

I have the honor to inform Your Excellency that preliminary discussions have taken place between representatives of the United States Weather Bureau, Department of Commerce, and the Cuban Meteorological Service regarding the cooperative establishment and operation of a radiosonde station in Cuba to be located in the vicinity of Habana.

Since that time Dr. F. W. Reichelderfer, Chief of the Weather Bureau, has corresponded with Dr. José Carlos Millás, Director of the Cuban Meteorological Service, on the subject, and my Government is informed that as a result the Weather Bureau and the Cuban Meteorological Service have agreed in principle that it would be desirable for their respective governments to cooperate in the establishment and operation of this station.

Funds have now been appropriated by the Congress of the United States of America to enable the Weather Bureau to proceed with the project under the program of the Interdepartmental Committee on Cooperation with the American Republics. To that end I have the honor to enclose, at the instance of my Government, a Memorandum Agreement setting forth in detail the conditions under which the Weather Bureau proposes to cooperate with the Cuban Meteorological Service in the establishment and operation of the station.

My Government has already established a network of radiosonde observation stations in the United States, the West Indies, Mexico, and the Canal Zone, and feels that establishment of a station in Cuba would fill a gap in the network. Radiosonde observations are needed for the protection of military

and commercial aircraft operating in this area, and also to provide advance information on destructive hurricanes that threaten civilian and military installations located in the region of the Caribbean Sea and Gulf of Mexico.

Therefore, as in the opinion of my Government this information is of vital importance to both countries, it trusts that the Cuban Government may give the enclosed Memorandum Agreement its urgent consideration and inform it at the earliest possible date whether it finds its contents acceptable.

For your Excellency's information, a representative of the Cuban Meteorological Service, Lt. Louis Larragoiti Alonzo, is now in the United States to receive training in the observational techniques of radiosonde and that Service is prepared to inaugurate the program as soon as the necessary cooperative agreement can be effected.

I have the honor to avail myself of this opportunity to extend to Your Excellency the renewed assurances of my highest consideration.

SPRUILLE BRADEN

His Excellency

Dr. JORGE MAÑACH,  
*Minister of State,*  
*Habana.*

#### MEMORANDUM AGREEMENT

In accordance with recent correspondence between Dr. F. W. Reichelderfer, Chief of the United States Weather Bureau, and Dr. José Carlos Millás, Director of the Cuban Meteorological Service, and previous conversations between representatives of the two organizations, the Government of the United States, through the Weather Bureau, now proposes to cooperate with the Government of Cuba, through the Cuban Meteorological Service, in organizing the regular exchange of meteorological data, subject to the following understanding:

1. To cooperate in the establishment and operation of a radiosonde observation station in Cuba, to be located at Habana; and
2. To provide for the daily exchange of upper-air weather observations between the United States Weather Bureau and the Cuban Meteorological Service for the use of each country, especially in serving the needs of aviation, and to render it possible for the Government of the United States and the Government of Cuba to assist in the development of an exchange of weather information, forecasts, and warnings.

To attain the foregoing objectives, the United States Weather Bureau agrees to:

- (a) Provide and install the ground equipment necessary for making radiosonde observations at the station and pay the cost of necessary repairs.

(b) Authorize one of its technicians to visit the observation station to repair the ground equipment, whenever such equipment becomes inoperative and repairs cannot be made locally;

(c) Provide the necessary radiosondes, balloons, parachutes, helium gas, meteorological forms and other accessories required for the observations; and

(d) Provide balloon inflation shelter, if necessary.

The Government of Cuba, through the Cuban Meteorological Service, agrees to:

(a) Assign a minimum of one observer and one assistant at the station for the purpose of making daily observations in accordance with standard practice and procedure;

(b) Supply the necessary office quarters and office equipment, including heat, light, and electric power;

(c) Provide adequate ground space for the balloon inflation shelter, as may be necessary;

(d) Arrange for the prompt transmission of the radiosonde observation reports made pursuant to this agreement to a point in the United States to be designated by the United States Weather Bureau; and

(e) Make available the recorder records to the United States Weather Bureau for reference purposes, and to supply that Bureau with copies of the Weather Bureau forms which will be used for all radiosonde observations made at the station.

I. The total amount to be expended by the United States shall not exceed eighteen thousand, two hundred forty dollars (\$18,240) during the fiscal year ending June 30, 1945. All expenditures incurred by the Weather Bureau shall be paid direct by that organization and all expenditures incident to the obligations assumed by the Government of Cuba shall be paid direct by that Government.

II. Title to all property supplied by the Cuban Government shall remain vested in that Government, and likewise the title to all property supplied by the Government of the United States shall remain vested therein.

This agreement shall come into effect on the day on which it is accepted by the Government of Cuba, and shall continue in effect until June 30, 1947, or for an additional period if mutually agreed upon in writing, unless the Congress of either country shall fail to make available the funds necessary for its execution in which case it may be terminated on sixty days' advance written notice by the Government of either country.

WAC



*The Cuban Secretary of State to the American Ambassador*

[TRANSLATION]

REPUBLIC OF CUBA  
MINISTRY OF STATE

No. 1927

HABANA, August 2, 1944

MR. CHARGÉ D'AFFAIRES:

With reference to your Embassy's courteous note, number 632, of July 17 last, and to the Memorandum-Agreement transmitted therewith, relative to the establishment and operation by the Meteorological Service of Cuba and the Weather Bureau of the United States of America, in cooperation of a radiosonde station in Cuba, to be located in the immediate vicinity of Habana, I have the honor to inform Your Excellency that, the matter having been studied by the competent office, the above-mentioned Memorandum-Agreement thereon is considered acceptable in all respects.

Hoping that all matters connected with the aforesaid Memorandum-Agreement may be concluded as soon as possible, to the end that the necessary instruments may be sent soon, in order to begin as soon as possible the service to be provided by the above-mentioned radiosonde station, I avail myself of this opportunity to renew to Your Excellency the assurances of my distinguished consideration.

J. MAÑACH

## RECIPROCAL TRADE

*Agreement and exchanges of letters signed at Geneva October 30, 1947;  
memorandums initialed at Geneva October 30, 1947; exchange  
of notes at Washington December 19 and 22, 1947*

*Entered into force October 30, 1947; operative January 1, 1948*

61 Stat. 3699; Treaties and Other  
International Acts Series 1703

### EXCLUSIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CUBA SUPPLEMENTARY TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

The Governments of the United States of America and the Republic of Cuba,

Having participated in the framing of a General Agreement on Tariffs and Trade,<sup>1</sup> hereinafter referred to as the General Agreement, 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 as follows:

1. The Convention of Commercial Reciprocity between the United States of America and the Republic of Cuba signed December 11, 1902,<sup>3</sup> and the Reciprocal Trade Agreement between the United States of America and the Republic of Cuba signed August 24, 1934,<sup>4</sup> with its accompanying exchange of notes, as amended by the supplementary trade agreement signed December 18, 1939,<sup>5</sup> with its accompanying protocol and exchange of notes, and by the supplementary trade agreement signed December 23, 1941,<sup>6</sup> with its accompanying exchange of notes, shall be inoperative for such time as the United States of America and the Republic of Cuba are both contracting parties to the General Agreement as defined in Article XXXII thereof.

<sup>1</sup> TIAS 1700, *ante*, vol. 4, p. 641.

<sup>2</sup> TIAS 1700, *ante*, vol. 4, p. 687.

<sup>3</sup> TS 427, *ante*, p. 1106.

<sup>4</sup> EAS 67, *ante*, p. 1163.

<sup>5</sup> EAS 163, *ante*, p. 1187.

<sup>6</sup> EAS 229, *ante*, p. 1193.

2. For such time as the United States of America and the Republic of Cuba are both contracting parties to the General Agreement, the products of either country imported into the other shall be accorded customs treatment as follows:

(a) The provisions of Part II of Schedule IX of the General Agreement shall apply exclusively to products of the United States of America, and the provisions of Part II of Schedule XX of the General Agreement shall apply exclusively to products of the Republic of Cuba.

(b) Products of the United States of America described in Part I, but not in Part II, of Schedule IX of the General Agreement, imported into the Republic of Cuba, and products of the Republic of Cuba described in Part I, but not in Part II, of Schedule XX of the General Agreement, imported into the United States of America, shall be subject to the customs treatment provided for in Part I of the applicable Schedule.

(c) Subject to the principles set forth in Article 17 of the Draft Charter for an International Trade Organization<sup>7</sup> recommended by the Preparatory Committee of the United Nations Conference on Trade and Employment—

(i) any product of the United States of America not described in either Part of Schedule IX of the General Agreement which would have been subject to ordinary customs duty if imported into the Republic of Cuba on April 10, 1947, any temporary or conditional exemption from duty to be disregarded, and which is of a kind which the Government of Cuba shall determine to have been imported into its territory as a product of the United States of America in any quantity during any of the calendar years 1937, 1939, 1944, and 1945, shall be entitled upon importation into the Republic of Cuba to a margin of preference in the applicable rate of duty equal to the absolute difference between the most-favored-nation rate for the like product existing on April 10, 1947, including any such rate temporarily suspended, and the preferential rate likewise existing on that date in respect of such product of the United States of America, and

(ii) any product of the Republic of Cuba not described in either Part of Schedule XX of the General Agreement, which would have been subject to ordinary customs duty if imported into the United States of America on April 10, 1947, any temporary or conditional exemption from duty to be disregarded, and which is of a kind which the Government of the United States of America shall determine to have been imported into its territory as a product of Cuba in any quantity during any of the calendar years 1937, 1939, 1944, and 1945, shall be entitled upon importation into the United States of America to a margin of preference in the applicable rate of duty equal to the absolute difference between the most-favored-nation rate for the

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<sup>7</sup> Unperfected; for excerpts, see *A Decade of American Foreign Policy: Basic Documents, 1941-49* (S. Doc. 123, 81st Cong., 1st sess.), p. 391.

like product existing on April 10, 1947, including any such rate temporarily suspended, and the preferential rate likewise existing on that date in respect of such product of the Republic of Cuba.

(d) Any product of the United States of America or of the Republic of Cuba for which customs treatment is not prescribed above shall be dutiable, when imported into the other country, at the most-favored-nation rate of duty of the importing country for the like product.

(e) Nothing in this Agreement shall require the application to any product of the Republic of Cuba imported into the United States of America of a rate of ordinary customs duty higher than one and one-half times the rate existing in respect of such product on January 1, 1945, any temporary or conditional exemption from duty to be disregarded.

3. The term "most-favored-nation rate" in this Exclusive Supplementary Agreement means the maximum rate which may be, or could have been, applied consistently with the principles set forth in Article I of the General Agreement to a product of a country which is a contracting party to that Agreement.

IN WITNESS WHEREOF the representatives of the Governments of the United States of America and the Republic of Cuba, after having exchanged their full powers, found to be in good and due form, have signed this Exclusive Supplementary Agreement.

DONE in duplicate, in the English and Spanish languages, both texts authentic, 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 Republic of Cuba:  
S. I. CLARK

#### EXCHANGES 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 Chairman of the Cuban Delegation*

GENEVA

*October 30, 1947*

DEAR MR. CLARK:

A point of legal detail has been brought to my attention in connection with the Exclusive Agreement Supplementary to the General Agreement on Tariffs and Trade which we are signing today on behalf of our two Governments making inoperative, so long as both the United States and Cuba

are parties to the General Agreement on Tariffs and Trade, the Convention of Commercial Reciprocity between the Republic of Cuba and the United States of America signed December 11, 1902, and the Reciprocal Trade Agreement between the Republic of Cuba and the United States of America signed August 24, 1934, with its accompanying exchange of notes, as amended by the supplementary trade agreement signed December 18, 1939, with its accompanying protocol and exchange of notes, and by the supplementary trade agreement signed December 23, 1941, with its accompanying exchange of notes.

As you know, Article XI of the Convention of Commercial Reciprocity of 1902 provides that it may be terminated by either party on one year's notice, and Article XVII of the 1934 Trade Agreement, as amended, provides that it may be terminated by either party on six months' notice. With respect to the latter, 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 Exclusive Supplementary Agreement might possibly be interpreted as making it impossible for either party to the 1902 Convention and to the 1934 Trade 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, at this late date, a formal amendment to the Exclusive Supplementary Agreement expressly excepting the respective termination provisions 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 are signing the Exclusive Supplementary Agreement with the understanding that its general language would not prevent notice of termination of the 1902 Convention and of the 1934 Trade Agreement, given by either party while we were both parties to the General Agreement on Tariffs and Trade, from effecting termination of the 1902 Convention and of the 1934 Trade Agreement in one year and six months, respectively.

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*

*Delegation of the United States of America*

His Excellency

SR. SERGIO I. CLARK,

*Chairman, Delegation of the Republic of Cuba*

*Second Session of the Preparatory Committee*

*for the United Nations Conference on*

*Trade and Employment*

*The Chairman of the Cuban Delegation to the Acting Chairman  
of the United States Delegation*

[TRANSLATION]

DELEGATION OF CUBA

GENEVA, *October 30, 1947*

My DEAR MR. BROWN:

I have the honor to refer to your courteous letter of today's date, informing me that your attention has been called to a legal detail in connection with the Exclusive Agreement Supplementary to the General Agreement on Tariffs and Trade which we are signing today as representatives of our respective governments.

I have noted carefully the contents of your letter and, in reply, I am pleased to inform you that I am entirely in agreement with your statements, that is, that we are signing the Exclusive Supplementary Agreement on the understanding that the general language in which it is worded would not prevent either of the parties, while they are parties to the General Agreement on Tariffs and Trade, from notifying the other of its intention to terminate the Treaty of 1902 and the Trade Agreement of 1934, by observing the one-year and six-months notice, respectively, prescribed therein in the case of denunciation.

Very truly yours,

S. I. CLARK  
*Chairman,  
Delegation of Cuba*

MR. WINTHROP G. BROWN,  
*Acting Chairman,  
Delegation of the United States of America  
Palais-des-Nations.*

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*The Acting Chairman of the United States Delegation to the Chairman  
of the Cuban Delegation*

GENEVA  
*October 30, 1947*

MR. CHAIRMAN:

Reference is made to the conversations which have taken place between our Delegations during the Second Session of the Preparatory Committee for the United Nations Conference on Trade and Employment, regarding the exportation of pineapple slips from the Republic of Cuba to the United States of America.

In accordance with instructions received from my government, I desire to confirm the understanding reached between our Delegations during the course of the tariff negotiations, to the effect that the Government of the Republic of Cuba will continue to permit the exportation of pineapple slips to the United States of America, and in particular to the Territory of Puerto Rico, subject to such regulations as the Cuban Ministry of Agriculture may establish; and will facilitate the acquisition and exportation of pineapple slips of good quality.

Please accept, Mr. Chairman, the assurances of my high consideration.

W. G. BROWN  
*Acting Chairman*

*Delegation of the United States of America*

His Excellency

SR. SERGIO I. CLARK,

*Chairman, Delegation of the Republic of Cuba  
Second Session of the Preparatory Committee  
for the United Nations Conference on  
Trade and Employment*

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*The Chairman of the Cuban Delegation to the Acting Chairman  
of the United States Delegation*

[TRANSLATION]

DELEGATION OF CUBA

SECOND SESSION OF THE PREPARATORY COMMITTEE OF THE UNITED NATIONS  
CONFERENCE ON TRADE AND EMPLOYMENT

GENEVA, October 30, 1947

MR. CHAIRMAN:

I have the honor to refer to the conversations which took place between our Delegations during the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment with regard to the exportation of pineapple slips from the Republic of Cuba to the United States of America.

In accordance with instructions received from my Government, I wish to confirm the understanding reached between our Delegations during the tariff negotiations, to the effect that the Government of the Republic of Cuba will continue to permit the exportation of pineapple slips to the United States of America, and particularly to the territory of Puerto Rico, subject to such regulations as the Ministry of Agriculture may issue, and will facilitate the acquisition and exportation of pineapple slips of good quality.



I avail myself of this opportunity to renew to you, Mr. Chairman, the assurances of my high consideration.

S. I. CLARK

*Chairman, Delegation of Cuba*

His Excellency

WINTHROP G. BROWN,

*Acting Chairman, Delegation of the United States  
of America to the Second Session of the Preparatory  
Committee of the United Nations Conference  
on Trade and Employment.*

# MEMORANDUMS

DELEGACION DE CUBA

SECOND SESSION OF THE PREPARATORY COMMITTEE OF THE UNITED NATIONS  
CONFERENCE ON TRADE AND EMPLOYMENT

## MEMORANDUM

Re: Palm Beach Cloth

The Cuban Delegation to the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment takes pleasure in addressing the Delegation of the United States of America to the said Conference, in connection with the exclusion of Sub-item 147-E of the Cuban Customs Tariff, comprising "fabrics of the hair or fleece of the angora goat (mohair) mixed with cotton, rayon or both, in the piece or not made up", from the products which are to appear in Schedule IX of the General Agreement on Tariffs and Trade.

As expressed on several occasions during the course of the negotiations by the Cuban Negotiating Team and as is well known to the United States Negotiating Team, the Cuban Government had noticed the grave practical problems arising from the difficulty or impossibility of duly distinguishing these fabrics from other wool fabrics, especially when mixed with other substances, vegetable or synthetic fibers. For this reason, the Cuban Government intends to make a careful and thorough analysis of this situation, with a view toward its final solution.

In order to facilitate and speed these negotiations and bring them to a happy conclusion, the Cuban Delegation is pleased to state that the Cuban Government does not contemplate increasing the present rate of duty on palm beach cloth, exclusively, and undertakes to exempt such product from the twenty percent surcharge established by Law No. 28, of September 8, 1941.

S. I. C.

GENEVA, October 28, 1947.

## DELEGATION OF CUBA

## MEMORANDUM

[TRANSLATION]

The Delegation of Cuba to the Second Session of the Preparatory Committee of the United Nations Conference on Trade and Employment is pleased to address the Delegation of the United States of America with reference to the exportation of avocados from Cuba to the United States of America, and to inform the Delegation that in accordance with the agreement reached during the tariff negotiations carried on by the negotiating teams of both countries, the Government of Cuba will continue to apply the export system set forth in paragraph 10 of Provision 5 of the Customs Tariff of the Republic of Cuba.

S. I. C.

*GENEVA, October 30, 1947.*

## DELEGATION OF CUBA

## MEMORANDUM

[TRANSLATION]

With reference to the change introduced in the appraisal of products covered by Parts 113-A and 129-F and H of the Customs Tariff of Cuba, as regards the tare system, the Delegation of Cuba, in consequence of the negotiations conducted in this city between the negotiating groups of Cuba and the United States of America, is pleased to state that it has reached an agreement that if unusual difficulty should occur as a result of this change and it is found that in practice the 15% deduction allowed for tare is inadequate, the Government of the Republic of Cuba will view sympathetically any representation made to it in this sense by the Government of the United States of America for the purpose of effecting an adjustment in the rate of tare fixed, to cover any difference which may result in practice.

Nevertheless, it must be thoroughly understood that in no case shall any adjustment which may be made under the circumstances indicated above exceed 5% in addition to the 15% hereby agreed to, that is, that the deduction for tare in Parts 113-A and 129-F and H shall not exceed 20%.

S. I. C.

*GENEVA, October 30, 1947.*

## EXCHANGE OF NOTES

*The Acting Secretary of State to the Cuban Ambassador*

DECEMBER 19, 1947

## EXCELLENCY:

I have the honor to refer to the declaration made by the Member of the Permanent Delegation of Cuba to the United Nations when signing the Protocol of Provisional Application of the General Agreement on Tariffs and Trade on December 17, 1947, which declaration reads as follows:

"In signing this Protocol the Republic of Cuba declares its intention to make effective the provisional application of the General Agreement as from January 1, 1948 with regard to any signatory Government which will make effective such provisional application with regard to Cuba as from that date."

I am pleased to inform you that the Government of the United States, on behalf of which the Protocol of Provisional Application was signed on October 30, 1947 and which will make effective the provisional application of the General Agreement as from January 1, 1948 with respect to certain other Governments which have already signed the Protocol, is prepared as from that date to make provisionally effective the tariff concessions of principal interest to the Republic of Cuba, and generally to apply the provisions of the Exclusive Agreement Supplementary to the General Agreement on Tariffs and Trade, which was signed with the Republic of Cuba on October 30, 1947.

I should appreciate your confirmation that the Government of the Republic of Cuba will give similar effect to Schedule IX as from January 1, 1948.

Accept, Excellency, the renewed assurances of my highest consideration.

ROBERT A. LOVETT  
*Acting Secretary of State*

His Excellency

Señor GUILLERMO BELT,  
*Ambassador of Cuba.*

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*The Cuban Ambassador to the Acting Secretary of State*

[TRANSLATION]

EMBASSY OF CUBA  
WASHINGTON, D.C.

DECEMBER 22, 1947

## MR. SECRETARY:

I have the honor to refer to the note which Your Excellency addressed to me on December 19, stating that, in view of the declarations made by

my country's Government on signing the Protocol of Provisional Application of the General Agreement on Tariffs and Trade, the Government of the United States of America is disposed to put into effect, on and after January 1, 1948, such tariff concessions made by it in the General Agreement as are of paramount interest to Cuba, and generally to apply the clauses of the Exclusive Agreement between the Republic of Cuba and the United States of America supplementing the General Agreement on Tariffs and Trade signed at Geneva on October 30, 1947. Your Excellency also requests me to confirm whether, in such circumstances, my Government would be disposed to put into effect, on and after January 1, 1948, the tariff concessions negotiated with the United States of America, which appear in the aforesaid General Agreement.

Bearing in mind the terms of Your Excellency's note, I can assure you that my country's Government will put into effect, from January 1, 1948, the tariff concessions made by it in the General Agreement, which are of paramount interest to the United States of America, and that it will generally apply the clauses of the Exclusive Agreement referred to in Your Excellency's note, on an entirely provisional basis, subject to approval of the General Agreement, the Exclusive Agreement, and any other negotiation relating thereto, by the Senate of the Republic.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest and most distinguished consideration,

GMO BELT

His Excellency

ROBERT A. LOVETT,

*Acting Secretary of State,  
Washington, D.C.*

## RADIOSONDE STATION

*Exchange of notes at Havana August 21, 1947, and January 27, 1948,  
with memorandum agreement*

*Entered into force January 27, 1948; operative from July 1, 1947  
Expired June 30, 1950*

62 Stat. 3134; Treaties and Other  
International Acts Series 1847

### *The American Embassy to the Cuban Ministry of State*

No. 561

The Embassy of the United States of America presents its compliments to the Minister of State of the Republic of Cuba, and has the honor to refer to the Embassy's note No. 632 of July 17, 1944 and the Ministry's note No. 1927 of August 2, 1944<sup>1</sup> in connection with the establishment and operation for a period of approximately three years of a radiosonde station in Habana.

This agreement expired on June 30, 1947 and the Embassy, therefore, has the honor to submit for the Cuban Government's consideration and approval an amended Memorandum Agreement covering the continued operation of the station in Habana and an additional station to be located at Camaguey for a further period of three years from June 30, 1947.

In view of the vital importance to both countries of accurate and reliable weather information, my Government trusts that the Cuban Government may give the enclosed Memorandum Agreement concerning this cooperative radiosonde project urgent consideration and inform it at the earliest possible moment as to its acceptability.

The Embassy avails itself of this opportunity to renew to the Ministry of State the assurance of its highest consideration.

AMERICAN EMBASSY

*Habana, August 21, 1947.*

### MEMORANDUM AGREEMENT

The Government of the United States, through the United States Weather Bureau, proposes to cooperate with the Government of Cuba, through the

<sup>1</sup> TIAS 1842, *ante*, p. 1225.

Cuban Meteorological Service, in continuing the regular exchange of meteorological data, subject to the following understanding:

1. To cooperate in the continued operation of the radiosonde observation station in Habana, and in the establishment of an additional station at Camaguey.

2. To provide for the daily exchange of upper-air weather observations between the United States Weather Bureau and the Cuban Meteorological Service for the use of each country, especially in serving the needs of aviation, and to render it possible for the Government of the United States and the Government of Cuba to assist in the development of an exchange of weather information, forecasts, and warnings.

To attain the foregoing objectives, the United States Weather Bureau, which has already supplied the necessary equipment for the Habana station, agrees to:

a) Provide and install the ground equipment necessary for making radiosonde observations at a station to be situated at Camaguey, and pay the cost of necessary repairs at both stations, and

b) Authorize one of its technicians to visit the observation stations to repair the ground equipment, whenever such equipment becomes inoperative and repairs cannot be made locally.

c) Provide the necessary radiosondes, balloons, parachutes, helium gas, meteorological forms and other accessories required for the observations at both stations.

The Government of Cuba, through the Cuban Meteorological Service, agrees to:

(a) Assign a minimum of one observer and one assistant at the stations for the purpose of making the following observations, in accordance with standard practice and procedure:

(1) Two observations daily at 0400 and 1600 GCT at Habana, to include rawins (winds-aloft observations by radio direction-finding methods).

(2) One observation daily at 0400 GCT at Camaguey.

(b) Supply the necessary office quarters and office equipment, including heat, light and electric power.

(c) Provide adequate ground space and shed for the balloon inflation shelter, as may be necessary.

(d) Arrange for the prompt transmission of the radiosonde observation reports made pursuant to this Agreement to a point in the United States to be designated by the United States Weather Bureau.

(e) Make available the recorder records to the United States Weather Bureau for reference purposes, and to supply that Bureau with copies of the Weather Bureau forms which will be used for all radiosonde observations made at the stations; and

(f) Arrange for entry into Cuba, duty free, of all meteorological equipment and supplies shipped from the United States for use in this cooperative radiosonde project.

I. All expenditures incurred by the United States Weather Bureau shall be paid direct by that organization, and all expenditures incident to the obligations assumed by the Government of Cuba shall be paid direct by that Government.

II. Title to all property supplied by the Cuban Government shall remain vested in that Government, and likewise the title to all property supplied by the Government of the United States shall remain vested therein.

This Agreement shall come into effect, retroactive to July 1, 1947, on the day on which it is accepted by the Government of Cuba, and shall continue in effect until June 30, 1950, or for an additional period if mutually agreed upon in writing, unless the Congress of either country shall fail to make available the funds necessary for its execution, in which case it may be terminated on sixty days' advance written notice by the Government of either country.

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*The Cuban Ministry of State to the American Embassy*

REPUBLIC OF CUBA  
MINISTRY OF STATE

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The Ministry of State presents its compliments to the Embassy of the United States of America and, with reference to previous correspondence concerning the Embassy's courteous note verbale No. 816 of December 17 last, referring to a Memorandum-Agreement on the establishment of radiosonde meteorological stations, has the honor to transmit herewith a copy of communication No. 1354 of the 21st instant from the Minister of National Defense, containing the text of a written statement of the Commodore Chief of the General Staff of the Navy concerning the matter.

The Ministry of State renews to the Embassy of the United States of America the assurance of its highest consideration.

Habana, January 27, 1948.

[SEAL]



[ENCLOSURE]

NAVAL AFFAIRS

No. 1354

HABANA, January 21, 1948

"URGENT"

SIR:

The Commodore Chief of the General Staff of the Navy, in a written communication dated the 19th instant, informs this Office as follows:

"I have the honor to acknowledge receipt of your urgent communication dated the 15th instant, outgoing file number 798, and, with reference to its contents, I am happy to inform you that the General Staff considers acceptable in all respects the project and the conditions laid down in the Memorandum-Agreement annexed to Note No. 561 of 1947 of the Embassy of the United States of America in Cuba, with regard to continuing operation of the radiosonde station of Habana, in accordance with the preceding Agreement of the year 1944, as well as for the location of a similar service in the city of Camagüey, and it is therefore recommended that the Under Secretary of State be informed thereof in order that the necessary steps may be taken, to the end that the said Agreement may enter into force at the early date requested."

I take pleasure in giving you the text of the foregoing with reference to your courteous communication of the 10th instant, outgoing file number 494, urgent, for your information and further action.

Very truly yours,

S.M.V.

Salvador Menéndez Villoch, M. N. y M.  
*Minister of National Defense*

THE UNDER SECRETARY OF STATE,  
*Ministry of State,*  
*City.*

## VISITS OF NAVAL VESSELS

*Exchange of notes at Havana February 11 and 21, 1949*

*Entered into force February 21, 1949*

*Amended by agreement of February 13 and 28 and March 3, 1950*

*Extended by agreements of February 13 and 28 and March 3, 1950;  
February 21 and 26, 1951; February 8 and 21, 1952; February 19  
and 25, 1953; and November 23, 1953, and January 20, 1954*

[For text of agreement, amendment, and extensions, see 5 UST 762-778;  
TIAS 2965.]

# Czechoslovakia

## COMMERCIAL RELATIONS

*Exchange of notes at Prague October 29, 1923*

*Entered into force November 5, 1923*

*Extended by agreement of December 5, 1924*<sup>1</sup>

*Amended by agreement of March 29, 1935*<sup>2</sup>

*Supplanted by agreement of March 7, 1938*<sup>3</sup>

Treaty Series 673-A

*The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs*

No. 444

PRAGUE, October 29, 1923

SIR:

As indicated in my note dated July 21st, 1923, No. 388, my Government is desirous of negotiating with the Government of the Czechoslovak Republic a treaty of amity, commerce and consular rights.

I am directed by my Government to express to you the hope that pending the conclusion of the proposed treaty it may be agreeable to the Czechoslovak Government, as it is to the Government of the United States, to maintain the commercial relations between the United States and the Czechoslovak Republic on a basis of unconditional most-favored-nation treatment whereby the products of each country will be admitted to importation into the territories of the other on terms not less favorable with respect to valuation, import duties and other similar charges, than the products of any other country, that similarly in the matter of exportation, treatment not less favorable will be accorded with respect to valuation, export duties and other similar charges and also that in the matter of licensing, each government so far as it maintains the system of licensing will assure to the commerce of the other treatment as favorable as may be accorded to the commerce of any other country.

<sup>1</sup> TS 705; IV Trenwith 4058.

<sup>2</sup> EAS 74, *post*, p. 1280.

<sup>3</sup> EAS 147, *post*, p. 1285.

My Government would understand that the most-favored-nation treatment which is hereby agreed upon shall become operative on the 5th day of November, 1923, and shall continue until the first day of January, 1925, but that, nevertheless, either the United States or the Czechoslovak Republic may discontinue such treatment to the commerce of the other country provided it shall, thirty days before such discontinuance, give to the other notice of such intention. The United States will not invoke the provisions of this agreement to obtain the advantages of any special arrangements which have been or may be concluded between the Czechoslovak Republic and Austria or Hungary in pursuance of the economic clauses of the treaties of peace with Austria and with Hungary, and it understands that the Government of the Czechoslovak Republic will not invoke the provisions of this agreement to obtain the advantages which are or may be accorded by the United States to the commerce of Cuba or which are or may be reserved to the commerce of the United States with any of its dependencies and the Panama Canal Zone under existing or future laws. I should appreciate a communication from you giving assurances that most-favored-nation treatment in the sense of this communication will be accorded by the Government of the Czechoslovak Republic to commerce with the United States pending the conclusion of a general treaty between the two countries or until the first day of January, 1925.

Accept, Sir, the assurance of my highest consideration.

J. C. WHITE

DR. EDUARD BENEŠ,

*Minister of Foreign Affairs of the Czechoslovak Republic,  
Prague.*

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*The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim*

PRAGUE, October 29th, 1923

[TRANSLATION]

MR. CHARGÉ D'AFFAIRES:

I have the honour to acknowledge the receipt of your note dated October 29th, 1923 and I am authorized to declare, that it is agreeable to the Government of the Czechoslovak Republic as it is agreeable to the Government of the United States pending the conclusion of the proposed general treaty to maintain the commercial relations between the United States and the Czechoslovak Republic on a basis of unconditional most-favored-nation treatment, whereby the products of each country will be admitted to importation into the territories of the other on terms not less favorable with respect to valuation, import duties and other similar charges, than the products of any other country, that similarly in the matter of exportation, treatment not

less favorable will be accorded with respect to valuation, export duties and other similar charges and also that in the matter of licensing, each Government so far as it maintains the system of licensing, will assure to the commerce of the other treatment as favorable as may be accorded to the commerce of any other country.

The most-favored-nation treatment which is hereby agreed upon shall become operative on the day of November 5th, 1923, and shall continue until January 1st, 1925, nevertheless, either the United States or the Czechoslovak Republic may discontinue such treatment to the commerce of the other country provided it shall thirty days before such discontinuance give to the other notice of its intention.

The United States will not invoke the provisions of this agreement to obtain the advantages of any special arrangements which have been or shall be concluded between the Czechoslovak Republic and Austria or Hungary in pursuance of the economic clauses of the treaties of peace with Austria and with Hungary, and it is understood that the Government of the Czechoslovak Republic will not invoke the provisions of this agreement to obtain the advantages which are or may be accorded by the United States to the commerce of Cuba or which are or may be reserved to the commerce of the United States with any of its dependencies and the Panama Canal Zone under existing or future laws.

Accept, Mr. Chargé d'Affaires, the assurance of my highest consideration.

Dr. EDUARD BENEŠ

Mr. JOHN CAMPBELL WHITE,

*Chargé d'Affaires of the United States of America,  
Prague.*

## EXTRADITION

*Treaty signed at Prague July 2, 1925*

*Ratified by Czechoslovakia October 22, 1925*

*Senate advice and consent to ratification March 3, 1926*

*Ratified by the President of the United States March 23, 1926*

*Ratifications exchanged at Washington March 29, 1926*

*Entered into force March 29, 1926*

*Proclaimed by the President of the United States March 29, 1926*

*Supplemented and amended by treaty of April 29, 1935*<sup>1</sup>

44 Stat. 2367; Treaty Series 734

### TREATY BETWEEN THE U.S. OF AMERICA AND THE CZECHOSLOVAK REPUBLIC OF JULY SECOND 1925, CONCERNING THE MUTUAL EXTRADITION OF FUGITIVE CRIMINALS

The United States of America and Czechoslovakia desiring to promote the cause of justice, have resolved to conclude a treaty for the extradition of fugitives from justice, between the two countries and have appointed for that purpose the following Plenipotentiaries:

The President of the United States of America:

Lewis Einstein, Envoy extraordinary and Minister plenipotentiary of the United States of America,

and

The President of the Czechoslovak Republic:

Dr. Eduard Beneš, Minister for Foreign Affairs of the Czechoslovak Republic,

who, after having communicated to each other their respective full powers, found to be in good and due form, have agreed upon and concluded the following articles:

#### ARTICLE I

It is agreed that the Government of the United States and the Government of Czechoslovakia shall, upon requisition duly made as herein provided, deliver up to justice any person, who may be charged with, or may have been

<sup>1</sup> TS 895, *post*, p. 1283.

convicted of any of the crimes or offenses specified in Article II of the present Treaty committed within the jurisdiction of one of the High Contracting Parties, and who shall seek an asylum or shall be found within the territories of the other; provided that such surrender shall take place only upon such evidence of criminality, as according to the laws of the place where the fugitive or person so charged shall be found, would justify his apprehension and commitment for trial if the crime or offense had been there committed.

## ARTICLE II

Persons shall be delivered up according to the provisions of the present Treaty, who shall have been charged with or convicted of any of the following crimes or offenses:

1. Murder, comprehending the crimes designated by the term parricide, assassination, man-slaughter when voluntary, poisoning or infanticide.

2. Rape, abortion, carnal knowledge of children under the age of fourteen years.

3. Abduction or detention of women or girls for immoral purposes.

4. Bigamy.

5. Arson.

6. Wilful 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.

c) Mutiny or conspiracy of two or more members of the crew or other persons on board of a vessel on the high seas, for the purpose of rebelling against the authority of the Captain or Commander of such vessel, or by fraud or violence taking possession of such vessel.

d) Assault on board ship upon the high seas with intent to do bodily harm.

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 the offices of the Government and public authorities or the offices of banks, banking houses, savings banks, trust-companies, insurance and other companies, or other buildings not dwellings with intent to commit a felony therein.

10. Robbery, defined to be the act of feloniously and forcibly taking from the person of another goods or money by violence or by putting him in fear.

11. Forgery or the utterance of forged papers.

12. The forgery or falsification of the official acts of the Governments, or



public authority, including Courts of Justice, or the uttering or fraudulent use of any of the same.

13. The fabrication of counterfeit money, whether coin or paper, counterfeit titles or coupons of public debt, created by National, State, Provincial, Territorial, Local or Municipal Governments, bank notes or other instruments of public credit, counterfeit seals, stamps, dies and marks of State or public administrations, and the utterance, circulation or fraudulent use of the above mentioned objects.

14. Embezzlement or criminal malversation committed within the jurisdiction of one or the other party by public officers or depositaries, where the amount embezzled exceeds one hundred dollars or the Czechoslovak equivalent.

15. Embezzlement by any person or persons, hired, salaried or employed, to the detriment of their employers or principals, when the crime or offense is punishable by imprisonment or other corporal punishment by the laws of both countries, and where the amount embezzled exceeds one hundred dollars or the Czechoslovak equivalent.

16. Kidnapping of minors or adults, defined to be the abduction or detention of a person or persons, in order to exact money from them, their families or any other person or persons, or for any other unlawful end.

17. Larceny, defined to be the theft of effects, personal property, or money, of the value of twenty-five dollars or more or the Czechoslovak equivalent.

18. Obtaining money, valuable securities or other property by false pretences 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 one hundred dollars or the Czechoslovak equivalent.

19. Perjury or subornation of perjury.

20. Fraud or breach of trust by a bailee, banker, agent, factor, trustee, executor, administrator, guardian, director or officer of any company or corporation, or by any one in any fiduciary position, where the amount of money or the value of the property misappropriated exceeds one hundred dollars or the Czechoslovak equivalent.

21. Crimes and offenses against the laws of both countries for the suppression of slavery and slave trading.

22. Wilful desertion or wilful non-support of minor or dependent children.<sup>2</sup>

The extradition is also to take place for participation in any of the aforesaid crimes as an accessory before or after the fact or in any attempt to commit any of the aforesaid crimes; provided such participation or attempt be punishable by imprisonment by the laws of both Contracting Parties.

<sup>2</sup> For an addition to art. II, see treaty of Apr. 29, 1935 (TS 895), *post*, p. 1283.

## ARTICLE III

The provisions of the present Treaty shall not import a claim of extradition for any crime or offense of a political character, nor for acts connected with such crimes or offenses; and no persons surrendered by or to either of the High Contracting Parties in virtue of this Treaty shall be tried or punished for a political crime or offense committed before his extradition.

The State applied to or Courts of that State shall decide whether the crime or offense is of a political character or not.

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 any State or against the life of any member of his family, shall not be deemed sufficient to sustain that such crime or offense was of a political character; or was an act connected with crimes or offenses of a political character.

ARTICLE IV<sup>3</sup>

No person shall be tried for any crime or offense committed before his extradition other than that for which he was surrendered.

## ARTICLE V

A fugitive criminal shall not be surrendered under the provisions hereof, when, from lapse of time or other lawful cause, according to the laws of either of the countries within the jurisdiction of which the crime or offense was committed, the criminal is exempt from prosecution or punishment for the offense for which the surrender is asked.

## ARTICLE VI

If the person claimed should be under examination or under punishment in the State applied to for other crime or offense, his extradition shall be deferred until the conclusion of the trial or, in case of his conviction, until the full execution of any punishment imposed upon him.

Yet this circumstance shall not be a hindrance to deciding the request for the extradition in the shortest time possible.

## ARTICLE VII

If a fugitive criminal claimed by one of the parties hereto, shall be also claimed by one or more powers pursuant to treaty provisions, on account of crimes or offenses committed within their jurisdiction, such criminal shall be delivered to that State whose demand is first received unless its demand is waived. This Article shall not affect such treaties as have already previously been concluded by one of the Contracting Parties with other states.

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<sup>3</sup> For an amendment to art. IV, see *ibid.*

## ARTICLE VIII

Under the stipulations of this Treaty, neither of the High Contracting Parties shall be bound to deliver up its own citizens.

## ARTICLE IX

The expense of arrest, detention, examination and transportation of the accused shall be paid by the Government which has preferred the demand for extradition (see Article XI).

## ARTICLE X

Everything found in the possession of the fugitive criminal at the time of his arrest, whether being the proceeds of the crime or offense, or which may be material as evidence in making proof of the crime, shall so far as practicable according to the laws of either of the High Contracting Parties, be delivered up with his person at the time of surrender. Nevertheless, the rights of a third party with regard to the articles referred to, shall be duly respected.

## ARTICLE XI

The stipulations of the present treaty shall be applicable to all territory wherever situated, belonging to either of the High Contracting Parties or in the occupancy and under the control of either of them, during such occupancy or control.

Requisitions for the surrender of fugitives from justice shall be made by the respective diplomatic agents of the High Contracting Parties. In the event of the absence of such agents from the country or its seat of Government, or where extradition is sought from territory included in the preceding paragraph, other than the United States or Czechoslovakia, requisitions may be made by superior consular officers.

In case of urgency, the application for arrest and detention may be addressed directly to the competent magistrate in conformity to the statutes in force.

The person provisionally arrested shall be released, unless within two months from the date of commitment in the United States—or from the date of arrest in Czechoslovakia, the formal requisition for surrender, with the documentary proofs hereinafter described, be made as aforesaid by the diplomatic agent of the demanding Government, or in his absence, by a consular officer thereof.

If the fugitive criminal shall have been convicted of the crime or offense for which his extradition 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

In every case of a request made by either of the High Contracting Parties, for the arrest, detention or extradition of fugitive criminals, the appropriate legal officers of the country where the proceedings of extradition are had, shall assist the officers of the Government demanding the extradition before the respective judges and magistrates, by every legal means within their power.

#### ARTICLE XIII

The present Treaty of which the English and Czechoslovak texts are equally authentic shall be ratified by the High Contracting Parties in accordance with their respective constitutional methods and shall take effect on the date of the exchange of ratifications which shall take place at Washington as soon as possible.

#### ARTICLE XIV

The present Treaty shall remain in force for a period of ten years and in case neither of the High Contracting Parties shall have given notice one year before the expiration of that period of its intention to terminate the Treaty, it shall continue in force until the expiration of one year from the date on which such notice of termination shall be given by either of the High Contracting Parties.

In witness whereof the above named Plenipotentiaries have signed the present Treaty and have hereunto affixed their seals.

Done in duplicate at Prague this second day of July, nineteen hundred and twenty five.

LEWIS EINSTEIN [SEAL]

Dr. EDUARD BENEŠ [SEAL]

## DEBT FUNDING

*Agreement signed at Washington October 13, 1925*

*Operative from June 15, 1925*

*Modified by agreement of June 10, 1932<sup>1</sup>*

Treasury Department print

AGREEMENT, Made the thirteenth day of October, 1925, at the City of Washington, District of Columbia, between THE CZECHOSLOVAK REPUBLIC, hereinafter called CZECHOSLOVAKIA, party of the first part, and THE UNITED STATES OF AMERICA, hereinafter called the UNITED STATES, party of the second part

WHEREAS, the United States now holds certain obligations of Czechoslovakia and there are outstanding open accounts in favor of the United States and claims against the United States which are in dispute; and

WHEREAS, the United States and Czechoslovakia wish to settle the financial differences between the two governments and/or their agencies and to fix the net amount of the indebtedness of Czechoslovakia to the United States, both principal and interest, as of June 15, 1925, and to fund such indebtedness;

Now, therefore, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

1. *Amount of Indebtedness.* The amount of the indebtedness of Czechoslovakia as of June 15, 1925, is fixed at \$115,000,000.

2. *Payment.* In order to provide for the payment of the indebtedness thus to be funded Czechoslovakia will issue to the United States at par bonds of Czechoslovakia in the aggregate principal amount of \$185,071,023.07. dated June 15, 1925, and maturing serially on the several dates and in the amounts fixed in the following schedule:

Dec. 15, 1925-----	\$1, 500, 000	June 15, 1929-----	\$1, 500, 000
June 15, 1926-----	1, 500, 000	Dec. 15, 1929-----	1, 500, 000
Dec. 15, 1926-----	1, 500, 000	June 15, 1930-----	1, 500, 000
June 15, 1927-----	1, 500, 000	Dec. 15, 1930-----	1, 500, 000
Dec. 15, 1927-----	1, 500, 000	June 15, 1931-----	1, 500, 000
June 15, 1928-----	1, 500, 000	Dec. 15, 1931-----	1, 500, 000
Dec. 15, 1928-----	1, 500, 000	June 15, 1932-----	1, 500, 000

<sup>1</sup> *Post*, p. 1277.

Dec. 15, 1932-----	\$1, 500, 000	1955 -----	\$1, 890, 000
June 15, 1933-----	1, 500, 000	1956 -----	1, 960, 000
Dec. 15, 1933-----	1, 500, 000	1957 -----	2, 025, 000
June 15, 1934-----	1, 500, 000	1958 -----	2, 100, 000
Dec. 15, 1934-----	1, 500, 000	1959 -----	2, 170, 000
June 15, 1935-----	1, 500, 000	1960 -----	2, 245, 000
Dec. 15, 1935-----	1, 500, 000	1961 -----	2, 325, 000
June 15, 1936-----	1, 500, 000	1962 -----	2, 405, 000
Dec. 15, 1936-----	1, 500, 000	1963 -----	2, 490, 000
June 15, 1937-----	1, 500, 000	1964 -----	2, 575, 000
Dec. 15, 1937-----	1, 500, 000	1965 -----	2, 665, 000
June 15, 1938-----	1, 500, 000	1966 -----	2, 760, 000
Dec. 15, 1938-----	1, 500, 000	1967 -----	2, 855, 000
June 15, 1939-----	1, 500, 000	1968 -----	2, 955, 000
Dec. 15, 1939-----	1, 500, 000	1969 -----	3, 060, 000
June 15, 1940-----	1, 500, 000	1970 -----	3, 165, 000
Dec. 15, 1940-----	1, 500, 000	1971 -----	3, 280, 000
June 15, 1941-----	1, 500, 000	1972 -----	3, 395, 000
Dec. 15, 1941-----	1, 500, 000	1973 -----	3, 510, 000
June 15, 1942-----	1, 500, 000	1974 -----	3, 635, 000
Dec. 15, 1942-----	1, 500, 000	1975 -----	3, 760, 000
June 15, 1943-----	1, 500, 000	1976 -----	3, 890, 000
June 15-----		1977 -----	4, 030, 000
1944 -----	\$1, 296, 023. 07	1978 -----	4, 170, 000
1945 -----	1, 340, 000	1979 -----	4, 315, 000
1946 -----	1, 385, 000	1980 -----	4, 465, 000
1947 -----	1, 435, 000	1981 -----	4, 625, 000
1948 -----	1, 485, 000	1982 -----	4, 785, 000
1949 -----	1, 540, 000	1983 -----	4, 950, 000
1950 -----	1, 590, 000	1984 -----	5, 125, 000
1951 -----	1, 645, 000	1985 -----	5, 305, 000
1952 -----	1, 705, 000	1986 -----	5, 490, 000
1953 -----	1, 765, 000	1987 -----	5, 685, 000
1954 -----	1, 825, 000		
			<hr/> \$185, 071, 023. 07

PROVIDED, HOWEVER, That Czechoslovakia, 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, 1943, 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 Czechoslovakia shall at any time exercise this option as to any payment of principal, the payment falling due in the next succeeding year can not be postponed to any date more than one year distant from the date when it becomes due unless and until the payment previously postponed shall actually have been made, and the payment falling due in the second succeeding year can not be postponed at all unless and until the payment of principal due two years previous thereto shall actually have been made.

3. *Form of Bonds.* 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 Czechoslovakia by its Minister of



Finance and countersigned by the President of the Supreme Accounting Control Office in Prague and likewise countersigned by its Envoy Extraordinary and Minister Plenipotentiary at Washington, or by its other duly authorized representative. The bonds issued for the first thirty-six semiannual payments shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit A," and shall be issued in 36 pieces of the principal amount of \$1,500,000 each maturing serially on December 15, 1925, and semiannually thereafter up to and including June 15, 1943, and shall not bear interest before maturity. The bonds maturing subsequent to June 15, 1943, shall be substantially in the form set forth in the exhibit hereto annexed and marked "Exhibit B," and shall be issued in 44 pieces with maturities and in denominations as hereinabove set forth and shall bear interest at the rate of  $3\frac{1}{2}\%$  per annum from June 15, 1943, payable semiannually on June 15 and December 15 of each year until the principal of such bonds shall be 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 Czechoslovakia, 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 Czechoslovakia 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 Czechoslovakia or any political or local taxing authority within the Czechoslovak Republic, whenever, so long as, and to the extent that beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Czechoslovakia, or (c) a corporation not organized under the laws of Czechoslovakia.



6. *Payments before Maturity.* Czechoslovakia, 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 Czechoslovakia at the time of the payment.

7. *Exchange for Marketable Obligations.* Czechoslovakia 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. Czechoslovakia 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 Czechoslovakia, will first offer them to Czechoslovakia for purchase at par and accrued interest, if any, and Czechoslovakia 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. Czechoslovakia 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 Czechoslovakia 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 \$185,071,023.07 principal amount of bonds of Czechoslovakia to be issued hereunder, together with satisfactory evidence of authority for the execution of this Agreement by the representatives of Czechoslovakia and for the execution of the bonds to be issued hereunder, the United States will cancel and surrender to Czechoslovakia at the Treasury of the United States in Washington, the obligations of Czechoslovakia held by the United States and a satisfaction shall be had of all financial claims existing between the two governments and/or their agencies.

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 Czechoslovakia at Washington or at the office of the Ministry of Finance in Czechoslovakia; and any notice, request, or election from or by Czechoslovakia shall be sufficient if delivered to the American Legation at Prague or to the Secretary of the Treasury at the Treasury of the United States in Washington. The United States in its discretion may waive any notice required hereunder, but any such waiver shall be in writing and shall not extend to or affect any subsequent notice or impair any right of the United States to require notice hereunder.

10. *Compliance with Legal Requirements.* Czechoslovakia 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 Czechoslovakia 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 Czechoslovakia has caused this Agreement to be executed on its behalf by Dr. Vilém Pospíšil, Karel Kučera and Dr. Karel Brabenec, its Plenipotentiaries at Washington, thereunto duly authorized, subject, however, to constitutional ratification in Czechoslovakia, 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,

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<sup>2</sup> 42 Stat. 363.

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 Czechoslovak Republic,  
By Dr. VILÉM POSPÍŠIL,  
KAREL KUČERA,  
Dr. KAREL BRABENEC

The United States of America,  
For the World War Foreign  
Debt Commission:  
By A. W. MELLON,  
*Secretary of the Treasury  
and Chairman of  
the Commission*

Approved:

CALVIN COOLIDGE,  
*President.*

EXHIBIT A

(FORM OF BOND)

THE CZECHOSLOVAK REPUBLIC

\$1,500,000

No.

The Czechoslovak Republic, hereinafter called Czechoslovakia, for value received, promises to pay to the Government of the United States of America, hereinafter called the United States, or order, on 19 , the sum of One Million Five Hundred Thousand Dollars (\$1,500,000). This bond is payable in gold coin of the United States of America of the present standard of value, or, at the option of Czechoslovakia, 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 without deduction for, and is exempt from, any and all taxes and other public dues, present or future, imposed by or under authority of Czechoslovakia or any political or local taxing authority within Czechoslovakia, 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 Czechoslovakia, or (c) a corporation not organized under the laws of Czechoslovakia. This bond is payable at the Treasury of the United States in Washington, D.C., or at the option of the Secretary of the Treasury of the United States at the Federal Reserve Bank of New York.

This bond is issued pursuant to the provisions of paragraph 2 of an Agreement dated October 13, 1925, between Czechoslovakia and the United States, to which Agreement this bond is subject and to which reference is hereby made.

IN WITNESS WHEREOF, Czechoslovakia has caused this bond to be executed in its behalf by its Minister of Finance and countersigned by the President of the Supreme

<sup>3</sup> 42 Stat. 1325.

<sup>4</sup> 43 Stat. 763.

Accounting Control Office in Prague and likewise countersigned at the City of Washington, District of Columbia, by its  
thereunto duly authorized, as of June 15, 1925. at Washington,

THE CZECHOSLOVAK REPUBLIC

By

*Minister of Finance*

EXHIBIT B

(FORM OF BOND)

THE CZECHOSLOVAK REPUBLIC

\$

No.

The Czechoslovak Republic, hereinafter called Czechoslovakia, 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 from June 15, 1943, at the rate of  $3\frac{1}{2}\%$  per annum, payable semiannually on the 15th day of December and June in each year, until the principal hereof has been paid. This bond is payable as to both principal and interest in gold coin of the United States of America of the present standard of value, or, at the option of Czechoslovakia, 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 Czechoslovakia or any political or local taxing authority within the Czechoslovak Republic whenever, so long as, and to the extent that, beneficial ownership is in (a) the Government of the United States, (b) a person, firm, or association neither domiciled nor ordinarily resident in Czechoslovakia, or (c) a corporation not organized under the laws of Czechoslovakia. 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 October 13, 1925, between Czechoslovakia and the United States, to which Agreement this bond is subject and to which reference is hereby made.

IN WITNESS WHEREOF, Czechoslovakia has caused this bond to be executed in its behalf by its Minister of Finance and countersigned by the President of the Supreme Accounting Control Office in Prague and likewise countersigned at the City of Washington, District of Columbia, by its  
at Washington, thereunto duly authorized, as of June 15, 1925.

THE CZECHOSLOVAK REPUBLIC

By

*Minister of Finance*

## REDUCTION OF VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Prague February 17, 1928*

*Entered into force April 1, 1928*

*Superseded February 1, 1932, by agreement of December 22 and 23,  
1931<sup>1</sup>*

Department of State files

*The American Legation to the Ministry for Foreign Affairs*

FEBRUARY 17, 1928.

### VERBAL NOTE

The Government of the United States with a view to facilitating the relations between Czechoslovakia and the United States of America will from April 1, 1928, reduce its fee on entrance visas to one gold dollar for passports issued to Czechoslovak citizens other than immigrants, as defined by Section three (3) of the United States Immigration Act of 1924, a copy of which is enclosed, who may desire to visit the United States (including the insular possessions). No charge will be made for transit certificates.

The American Legation takes note that the Czechoslovak Government has decided to reduce to one gold dollar, beginning on April 1, 1928, the visa charges collected from all American citizens (including inhabitants of the insular possessions) other than immigrants who intend to take up their permanent residence in Czechoslovakia. The Legation also takes note that transit Visas will be issued gratis by the Czechoslovak Government. Transit certificates which are the American equivalent of transit visas have been issued free to Czechoslovak citizens since June 23, 1927.

The American Legation desires to express to the Ministry for Foreign Affairs its gratification at the conclusion of this arrangement which will increase the friendly ties between the two countries and avails itself of this occasion to renew to the Ministry the assurances of its distinguished consideration.

Enclosure:

Copy of Section 3 of the "Immigration Act of 1924."

THE MINISTRY FOR FOREIGN AFFAIRS

*Prague*

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<sup>1</sup> *Post*, p. 1274.

## [ENCLOSURE]

## “Immigration Act of 1924”

## Definition of “Immigrant”

*Section 3.* “When used in this Act the term ‘immigrant’ means any alien departing from any place outside the United States destined for the United States, except (1) a government official, his family, attendants, servants, and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation.”

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*The Ministry for Foreign Affairs to the American Legation*

[TRANSLATION]

## MINISTRY FOR FOREIGN AFFAIRS

## REPUBLIC OF CZECHOSLOVAKIA

No. 23.884/V-4/28  
1 Annexe

1. The Czechoslovak Government desiring to bring about closer and more friendly relations between Czechoslovakia and the United States of America has decided to reduce the entrance visa fee by agreement—with the exception of immigrants—to citizens of the United States of America (which includes the inhabitants of the Insular Possessions of the United States of America) to one gold dollar beginning April 1, 1928. Transit visas will be granted gratis.

2. The Ministry for Foreign Affairs of the Republic of Czechoslovakia notes that the Government of the United States of America has decided to reduce the entrance visa fee to one gold dollar, beginning April 1, 1928, and to grant to Czechoslovak citizens going to the United States of America or its Insular Possessions the right of entrance to the class of persons defined as “non-immigrants” of Section 3 of the “Immigration Act” of 1924—the text of which in its original language is herewith enclosed.

The Ministry for Foreign Affairs of the Republic of Czechoslovakia notes that transit certificates which take the place of transit visas have been given gratis by the Authorities of the United States of America since June 23, 1927, to Czechoslovak citizens.

3. The proper Authorities of the Republic of Czechoslovakia will give

the necessary instructions in order to apply these regulations beginning April 1, 1928.

The Ministry for Foreign Affairs of the Republic of Czechoslovakia desires to express to the Legation of the United States of America at Prague its great satisfaction at the conclusion of this arrangement which is destined to draw closer the friendly ties between the two countries and seizes this occasion to renew to the Legation assurances of its high consideration.

PRAGUE, *February 17, 1923*

THE LEGATION OF THE UNITED STATES  
OF AMERICA AT PRAGUE



## NARCOTIC DRUGS

*Exchange of notes at Prague February 9 and June 15, 1928*  
*Entered into force June 15, 1928*

Department of State files

*The American Legation to the Ministry for Foreign Affairs*

No. 1084

PRAGUE, February 9, 1928

### NOTE

The American Legation presents its compliments to the Czechoslovak Ministry for Foreign Affairs and has the honor to bring to its attention, at the request of the Department of State at Washington, the desire of the Treasury Department of the United States Government to arrange with the Ministry of Finance of the Czechoslovak Government for (1) a direct exchange of information and evidence with reference to persons engaged in the illicit traffic of narcotic drugs. 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 with whom they have worked, etc.

(2) The immediate direct forwarding of information by letter or cable as to the suspected movements of narcotic drugs, or of those involved in smuggling drugs, if such movements might concern the other country. Unless such information as this reaches its destination directly and speedily it is useless.

(3) Mutual cooperation in detective and investigation work.

The officer of the United States Treasury Department who will have charge, on behalf of this Government, of the cooperation in the suppression of the illicit traffic in narcotics is Colonel L. G. Nutt, whose mail and telegraph address is Deputy Commissioner in Charge of Narcotics, Treasury Department, Washington, D.C.

If, as the American Government hopes, the Czechoslovak Government will favorably consider the above outlined cooperation with the Treasury Department, the Legation would be glad to be advised of the name of the Czechoslovak official with whom Colonel Nutt should communicate.

The Legation avails itself of this occasion to renew to the Ministry for Foreign Affairs, assurances of its highest consideration.

THE MINISTRY FOR FOREIGN AFFAIRS,  
*Prague*

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*The Ministry for Foreign Affairs to the American Legation*

[TRANSLATION]

No. 67.087/II/28

Referring to its Note No. 1084 of February 9, 1928, regarding common action on the part of the United States and Czechoslovakia in the war against illicit traffic in drugs and narcotics, the Ministry for Foreign Affairs has the honor to bring the following to the attention of the American Legation:

The Ministry for Foreign Affairs has received with great satisfaction the project to this end which has been presented and is entirely willing to participate in its realization.

The Ministry at the same time, ventures to point out that there exist in Czechoslovakia several regulations for the combatting of illicit trade in drugs and narcotics, to wit:

1. Government Decree of June 18, 1925 (No. 147 in the Collection of Laws and Decrees) issued as applying to the law bearing on the International Opium Convention according to which doctors appointed by the Government are charged with supervision of the manufacture, importation, sale, distribution and exportation of drugs and narcotics falling within the above-mentioned convention.

2. A Decree of the Interior Ministry inviting the agencies of public safety (the police and gendarmes) who are charged with investigating cases of illicit sale of narcotics, to secure photographic and shorthand evidence of the delinquents and to cause them to appear thereafter before the "Central Bureau attached to the Prague Prefecture of Police for the War Against Traffic in Drugs and Narcotics in Czechoslovakia."

3. Decree of the Finance Ministry, by virtue of which the customs offices are required to report to the "Central Bureau" aforementioned discovered cases of smuggling of drugs and narcotics.

In consequence, the Ministry for Foreign Affairs begs Col. L. G. Nutt, Deputy Commissioner in Charge of Narcotics, Treasury Department, Washington, D.C., to be good enough in all matters and questions bearing on the illicit traffic in drugs and narcotics, to address himself directly to the "Service Central près la Préfecture de Police de Prague pour la Lutte contre le Commerce des Narcotiques et Stupéfiants en Tchécoslovaquie". Instruc-

tions have already been given this Bureau to correspond directly with Col. Nutt at Washington.

The Ministry for Foreign Affairs takes this occasion to renew to the Legation of the United States of America assurances of its high consideration.

PRAGUE, *June 15, 1928*

## NATURALIZATION

*Treaty signed at Prague July 16, 1928*

*Senate advice and consent to ratification January 26, 1929*

*Ratified by the President of the United States February 14, 1929*

*Ratified by Czechoslovakia September 14, 1929*

*Ratifications exchanged at Washington November 14, 1929*

*Entered into force November 14, 1929*

*Proclaimed by the President of the United States November 14, 1929*

46 Stat. 2424; Treaty Series 804

The United States of America and the Czechoslovak Republic, being desirous of reaching an agreement concerning the status of former nationals of either country who have acquired, or may acquire, the nationality of the other by reasonable processes of naturalization within its territories, have resolved to conclude a treaty on this subject and for that purpose have appointed their plenipotentiaries, that is to say:

The President of the United States of America:

Lewis EINSTEIN, Envoy Extraordinary and Minister Plenipotentiary of the United States to Czechoslovakia

and

The President of the Czechoslovak Republic:

Kamil KROFTA, Envoy Extraordinary and Minister Plenipotentiary,

Who, having communicated to each other their full powers, found to be in good and due form, have agreed upon the following Articles:

### ARTICLE I

Nationals of the United States who have been or shall be naturalized in Czechoslovak territories shall be held by the United States to have lost their former nationality and to be nationals of Czechoslovakia.

Reciprocally, nationals of Czechoslovakia who have been or shall be naturalized in the territories of the United States shall be held by Czechoslovakia to have lost their former nationality and to be nationals of the United States.

The foregoing provisions of this Article shall not be applicable to a national

of either country who obtains naturalization in the other while his country is at war.

The word "national", as used in this convention, means a person having the nationality of the United States or Czechoslovakia, respectively, under the laws thereof.

The word "naturalized" refers to the naturalization of a person over twenty-one years of age, granted upon his own application, while he is permanently residing within the country of naturalization, and to the naturalization of a person under twenty-one years of age through the naturalization of a parent, provided such person has acquired a permanent residence within the country of naturalization.

## ARTICLE II

Nationals of either of the Contracting States naturalized as provided in Article I, shall not, upon their return to the territory of the country of which they were formerly nationals, be prosecuted or punished for expatriation or for having failed, prior to their naturalization, to answer summonses to military service which had been served upon them within a period of five years preceding their naturalization.

## ARTICLE III

If a national of either country, who comes within the purview of Article I, shall renew his residence in his original country without the intent to return to that in which he was naturalized, he shall be held to have lost the nationality acquired by naturalization.

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

## ARTICLE IV

The present Convention, drawn up in English and Czechoslovak, both texts being authoritative, shall be subject to ratification by the High Contracting Parties in conformity with their respective constitutions, and shall become operative immediately upon the exchange of ratifications, which shall take place at Washington as soon as possible.

The present Convention shall remain in force for ten years. If neither of the High Contracting Parties states its intention of denouncing it at least one year before the end of the above-mentioned period, it will remain in force and will not terminate until a year after one or the other of the High Contracting Parties shall have denounced it.

IN WITNESS WHEREOF, the respective plenipotentiaries have signed this Treaty and have hereunto affixed their seals.

Done in duplicate at Prague, this 16th day of July 1928.

LEWIS EINSTEIN	[SEAL]
Dr. K. KROFTA	[SEAL]

## ARBITRATION

*Treaty signed at Washington August 16, 1928*

*Senate advice and consent to ratification December 18, 1928*

*Ratified by the President of the United States January 4, 1929*

*Ratified by Czechoslovakia February 28, 1929*

*Ratifications exchanged at Prague April 11, 1929*

*Entered into force April 11, 1929*

*Proclaimed by the President of the United States April 12, 1929*

46 Stat. 2254; Treaty Series 781

The President of the United States of America and the President of the Czechoslovak Republic

Determined to prevent so far as in their power lies any interruption in the peaceful relations that have always existed between the two nations;

Desirous of reaffirming their adherence to the policy of submitting to impartial decision all justiciable controversies that may arise between them; and

Eager by their example not only to demonstrate their condemnation of war as an instrument of national policy in their mutual relations, but also to hasten the time when the perfection of international arrangements for the pacific settlement of international disputes shall have eliminated forever the possibility of war among any of the Powers of the world;

Have decided to conclude a treaty of arbitration and for that purpose they have appointed as their respective Plenipotentiaries

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America; and

The President of the Czechoslovak Republic:

Mr. Zdeněk Fierlinger, Envoy Extraordinary and Minister Plenipotentiary of the Czechoslovak Republic 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 Czechoslovakia 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 Czechoslovakia 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 Czechoslovakia in accordance with its constitutional laws.

The ratifications shall be exchanged at Prague 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.

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<sup>1</sup> TS 536, *ante*, vol. 1, p. 577.



In faith whereof the respective Plenipotentiaries have signed this treaty in duplicate in the English and Czechoslovak languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the sixteenth day of August in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]

ZD. FIERLINGER [SEAL]

## CONCILIATION

*Treaty signed at Washington August 16, 1928*

*Senate advice and consent to ratification December 20, 1928*

*Ratified by the President of the United States January 4, 1929*

*Ratified by Czechoslovakia February 28, 1929*

*Ratifications exchanged at Prague April 11, 1929*

*Entered into force April 11, 1929*

*Proclaimed by the President of the United States April 12, 1929*

46 Stat. 2257; Treaty Series 782

The President of the United States of America and the President of the Czechoslovak Republic, being desirous to strengthen the bonds of amity that bind them together and also to advance the cause of general peace, have resolved to enter into a treaty for that purpose, and to that end have appointed as their Plenipotentiaries:

The President of the United States of America:

Mr. Frank B. Kellogg, Secretary of State of the United States of America;  
and

The President of the Czechoslovak Republic:

Mr. Zdeněk Fierlinger, Envoy Extraordinary and Minister Plenipotentiary  
of the Czechoslovak Republic 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 Czechoslovakia, of whatever nature they may be, shall, when ordinary diplomatic proceedings have failed and the High Contracting Parties do not have recourse to adjudication by a competent tribunal, be submitted for investigation and report to a permanent International Commission constituted in the manner prescribed in the next succeeding Article; and they agree not to declare war or begin hostilities during such investigation and before the report is submitted.

## ARTICLE II

The International Commission shall be composed of five members, to be appointed as follows: One member shall be chosen from each country, by the Government thereof; one member shall be chosen by each Government from some third country; the fifth member shall be chosen by common agreement between the two Governments, it being understood that he shall not be a citizen of either country. The expenses of the Commission shall be paid by the two Governments in equal proportions.

The International Commission shall be appointed within six months after the exchange of ratifications of this treaty; and vacancies shall be filled according to the manner of the original appointment.

## ARTICLE III

In case the High Contracting Parties shall have failed to adjust a dispute by diplomatic methods, and they do not have recourse to adjudication by a competent tribunal, they shall at once refer it to the International Commission for investigation and report. The International Commission may, however, spontaneously by unanimous agreement offer its services to that effect, and in such case it shall notify both Governments and request their cooperation in the investigation.

The High Contracting Parties agree to furnish the Permanent International Commission with all the means and facilities required for its investigation and report.

The report of the Commission shall be completed within one year after the date on which it shall declare its investigation to have begun, unless the High Contracting Parties shall limit or extend the time by mutual agreement. The report shall be prepared in triplicate; one copy shall be presented to each Government, and the third retained by the Commission for its files.

The High Contracting Parties reserve the right to act independently on the subject matter of the dispute after the report of the Commission shall have been submitted.

## ARTICLE IV

The present treaty shall be ratified by the President of the United States of America by and with the advice and consent of the Senate thereof, and by Czechoslovakia in accordance with its constitutional laws.

The ratifications shall be exchanged at Prague 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 Czechoslovak languages, both texts having equal force, and hereunto affixed their seals.

Done at Washington the sixteenth day of August in the year of our Lord one thousand nine hundred and twenty-eight.

FRANK B. KELLOGG [SEAL]

ZD. FIERLINGER [SEAL]

## WAIVER OF VISAS AND VISA FEES FOR NONIMMIGRANTS

*Exchange of notes at Prague December 22 and 23, 1931*

*Entered into force February 1, 1932*

*Obsolete*

Department of State files

*The Minister of Foreign Affairs to the American Chargé d'Affaires*

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS

CZECHOSLOVAK REPUBLIC

*Praha, December 22, 1931*

No. 154.245/V/4/31

MR. CHARGÉ D'AFFAIRES :

I have the honor to inform you that the Government of the Czechoslovak Republic, desiring to strengthen still further the bonds uniting the two States, has decided to waive the visa requirement for nationals of the United States of America, provided that they are not immigrants, and notes with pleasure that the Government of the United States has decided to waive the visa fees for Czechoslovak nationals, except immigrants.

Consequently, it is agreed as follows:

"The Government of the United States will, from the first of February 1932, collect no fee for visaing passports or executing applications therefor in the case of citizens or subjects of Czechoslovakia desiring to visit the United States (including the insular possessions) who are not 'immigrants' as defined in the Immigration Act of the United States of 1924,<sup>1</sup> namely, (1) a government official, his family, attendants, servants and employees, (2) an alien visiting the United States temporarily as a tourist or for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States to carry on trade under and in pursuance of the pro-

<sup>1</sup> 43 Stat. 153.

visions of a presently existing treaty of commerce and navigation; and from that date the Czechoslovak Government will waive, provided that the general regulations concerning aliens are observed, the visa requirement for citizens of the United States of America as long as they are non-immigrants of the same categories and are supplied with passports in good order."

Requesting you to be good enough to confirm to me the agreement of your Government, I avail myself of this opportunity to express to you, Mr. Chargé d'Affaires, the assurances of my most distinguished consideration.

For the Minister:

D. K. KROFTA

MR. FREDERICK P. HIBBARD,  
*Chargé d'Affaires of the*  
*United States of America*  
*Praha.*

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*The American Chargé d'Affaires to the Minister of Foreign Affairs*

No. 1577

PRAGUE, December 23, 1931

EXCELLENCY:

With further reference to my Note No. 1531 of December 16, 1931, regarding the mutual waiver between Czechoslovakia and the United States of America for passport visas and applications therefor in favor of citizens of the two countries who are not immigrants as defined by Section Three (3) of the Immigration Act of 1924, of the United States of America, I take pleasure in transmitting to Your Excellency a Verbal Note which provides for an agreement between our two countries in this sense.

At the same time I desire to express to Your Excellency my gratification at the conclusion of this arrangement which will increase the friendly ties between the two countries and avail myself of this occasion to renew to Your Excellency the assurance of my distinguished consideration.

FREDERICK P. HIBBARD  
*Chargé d'Affaires a.i.*

Enclosure:

Note Verbal mentioned  
above.

His Excellency

Dr. EDUARD BESEL,  
*Minister for Foreign Affairs,*  
*Prague*

VERBAL NOTE

The Government of the United States with a view to facilitating the relations between Czechoslovakia and the United States of America will, from

the first of February 1932, collect no fee for visaing passports or executing applications therefor in the case of citizens or subjects of Czechoslovakia desiring to visit the United States (including the insular possessions) who are not 'immigrants' as defined in the Immigration Act of the United States of 1924; namely, '(1) a government official, his family, attendants, servants and employees, (2) an alien visiting the United States temporarily as a tourist or temporarily for business or pleasure, (3) an alien in continuous transit through the United States, (4) an alien lawfully admitted to the United States who later goes in transit from one part of the United States to another through foreign contiguous territory, (5) a bona fide alien seaman serving as such on a vessel arriving at a port of the United States and seeking to enter temporarily the United States solely in the pursuit of his calling as a seaman, and (6) an alien entitled to enter the United States solely to carry on trade under and in pursuance of the provisions of a present existing treaty of commerce and navigation;' and from that date the Czechoslovak Government will not require a visa for citizens of the United States as long as they are nonimmigrants of the same categories and are supplied with passports in good order with the reservation that the general regulations in effect in Czechoslovakia concerning aliens are observed.

THE MINISTRY FOR FOREIGN AFFAIRS,  
*Prague*



## DEBT FUNDING

*Agreement signed at Washington June 10, 1932, modifying agreement  
of October 13, 1925  
Operative from July 1, 1931*

Treasury Department print

AGREEMENT, Made the 10th day of June, 1932, at the City of Washington, District of Columbia, between the GOVERNMENT OF THE CZECHOSLOVAK REPUBLIC, hereinafter called CZECHOSLOVAKIA, 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 Czechoslovakia and the United States, dated October 13, 1925,<sup>1</sup> there is payable by Czechoslovakia to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Czechoslovakia to the United States, the aggregate principal amount of \$3,000,000; 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 Czechoslovakia on the terms hereinafter set forth, to postpone the payment of the amount payable by Czechoslovakia to the United States during such year in respect of its bonded indebtedness to the United States; and

WHEREAS, Czechoslovakia hereby gives assurance, to the satisfaction of the President of the United States, of the willingness and readiness of Czechoslovakia to make with the Government of each country indebted to Czechoslovakia in respect of war, relief, or reparation debts, an agreement in respect of the payment of the amount or amounts payable to Czechoslovakia with respect to such debt or debts during such fiscal year, substantially similar to this Agreement authorized by the Joint Resolution above mentioned;

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<sup>1</sup> *Ante*, p. 1253.

<sup>2</sup> 47 Stat. 3.

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 \$3,000,000, payable by Czechoslovakia to the United States during the fiscal year beginning July 1, 1931 and ending June 30, 1932, in respect of the bonded indebtedness of Czechoslovakia to the United States, according to the terms of the agreement of October 13, 1925, 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 Czechoslovakia to the United States in ten equal annuities of \$365,625.56 each, payable in equal semiannual installments on December 15 and June 15 of each fiscal year beginning with the fiscal year July 1, 1933 and ending June 30, 1934, and concluding with the fiscal year beginning July 1, 1942 and ending June 30, 1943. The bonds numbered 13 and 14, dated June 15, 1925, maturing December 15, 1931 and June 15, 1932, respectively, in the principal amount of \$1,500,000 each, required to be delivered by Czechoslovakia to the United States under the agreement of October 13, 1925, shall be retained by the United States until the annuities due under this Agreement shall have been paid.

2. Except so far as otherwise expressly provided in this Agreement, payments of annuities under this Agreement shall be subject to the same terms and conditions as payments under the agreement of October 13, 1925, above mentioned. The option of Czechoslovakia provided for in paragraph 4, to pay in obligations of the United States, shall not apply to annuities payable under this Agreement.

3. The agreement of October 13, 1925, between Czechoslovakia 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. Czechoslovakia 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 Czechoslovakia 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, Czechoslovakia has caused this Agreement to be executed on its behalf by its Charge d'Affaires ad interim at Washington, thereunto duly authorized, subject, however, to constitutional ratification, if necessary, in Czechoslovakia, and the United States has likewise caused this Agreement to be executed on its behalf by the Secretary of the Treasury, with

the approval of the President, pursuant to a Joint Resolution of Congress, approved December 23, 1931,<sup>3</sup> all on the day and year first above written.

The Czechoslovak Republic

By

JAN SKALICKY,

*Charge d'Affaires ad interim*

The United States of America

By

OGDEN L. MILLS,

*Secretary of the Treasury*

Approved:

HERBERT HOOVER,

*President*

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<sup>3</sup> 47 Stat. 3.

## COMMERCIAL RELATIONS

*Exchange of notes at Washington March 29, 1935, amending agreement  
of October 29, 1923, as extended*

*Entered into force May 1, 1935*

*Supplanted by agreement of March 7, 1938*<sup>1</sup>

49 Stat. 3674; Executive Agreement Series 74

*The Secretary of State to the Czechoslovak Minister*

DEPARTMENT OF STATE  
WASHINGTON, March 29, 1935

SIR:

Referring to recent conversations concerning the commercial relations between the United States of America and the Czechoslovak Republic, I have the honor to confirm and make of record by this note my understanding that pending the conclusion of a definitive agreement governing the commercial relations between the United States of America and the Czechoslovak Republic, the commercial agreement of October 29, 1923,<sup>2</sup> as prolonged by the agreement signed December 5, 1924,<sup>3</sup> shall be amended to read as follows:

1. 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 Czechoslovak Republic to any article originating in or destined for any third country, shall be accorded immediately and unconditionally to the like article originating in or destined for the Czechoslovak Republic or the United States of America, respectively.

2. If the Government of the United States of America or the Government of the Czechoslovak Republic establishes or maintains, directly or indirectly,

<sup>1</sup> EAS 147, *post*, p. 1285.

<sup>2</sup> TS 673-A, *ante*, p. 1244.

<sup>3</sup> TS 705; IV Trenwith 4058.

any form of control of foreign exchange, it shall administer such control so as to insure that the nationals and commerce of the other country will be granted a fair and equitable share in the allotment of exchange.

3. If the Government of the United States of America or the Government of the Czechoslovak Republic establishes or maintains any form of quantitative restriction or control of the importation or sale of any article, or imposes a lower duty or charge on the importation or sale of a specified quantity of any such article than the duty or charge imposed on importations in excess of such quantity, it shall accord fair and equitable treatment to the commerce of the other country in respect of the allotment among exporting countries of the total quantity, as originally established or as changed in any manner, of any such article permitted to be imported or sold or permitted to be imported or sold at such lower duty or charge.

4. The advantages now accorded or which may hereafter be accorded by the United States of America or the Czechoslovak Republic to adjacent countries in order to facilitate frontier traffic, and advantages resulting from a customs union to which either the United States of America or the Czechoslovak Republic may become a party, shall be excepted from the operation of this Agreement.

The Czechoslovak Government will not invoke the provisions of this Agreement to obtain the advantages now accorded or which may hereafter be accorded by the United States of America, its territories and possessions, the Philippine Islands, and the Panama Canal Zone to one another or to the Republic of Cuba.

The United States will not invoke the provisions of the present temporary Agreement to obtain the advantages which have been or may be accorded by the Czechoslovak Republic to Austria or Hungary.

The United States will refrain from invoking the present temporary Agreement to obtain advantages which the Czechoslovak Republic is according at present to the commerce of Yugoslavia and Rumania, pending a satisfactory agreement with respect to this matter in connection with a comprehensive trade Agreement between the two countries.

5. Nothing in this Agreement shall be construed as a limitation of the right of either country to impose on such terms as it may see fit prohibitions or restrictions (1) relating to public security; (2) imposed on moral or humanitarian grounds; (3) designed to protect human, animal, or plant life; (4) relating to prison-made goods; (5) relating to the enforcement of police or revenue laws; or (6) relating to the control of the export or sale for export of arms, munitions, or implements of war, and, in exceptional circumstances, all other military supplies.

6. The present Agreement shall become operative on the first day of May, 1935, and shall continue in force until superseded by a more comprehensive trade agreement or by a definitive treaty of commerce and navigation,

or until denounced by either country by advance notice of not less than thirty days.

Accept, Sir, the renewed assurances of my highest consideration.

CORDELL HULL

The Honorable

Dr. FERDINAND VEVERKA,

*Minister of Czechoslovakia.*

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*The Czechoslovak Minister to the Secretary of State*

THE CZECHOSLOVAK LEGATION

*Washington, D. C., March 29, 1935*

EXCELLENCY,

Referring to recent conversations concerning the commercial relations between the United States of America and the Czechoslovak Republic, I have the honor to confirm and make of record by this note my understanding that pending the conclusion of a definitive agreement governing the commercial relations between the United States of America and the Czechoslovak Republic, the commercial agreement of October 29, 1923, as prolonged by the agreement signed December 5, 1924, shall be amended to read as follows:

[For terms of amendments, see numbered paragraphs in U.S. note, above.]

Accept, Excellency, the renewed assurance of my highest consideration.

D<sup>r</sup> FERDINAND VEVERKA

*Envoy Extraordinary and Minister  
Plenipotentiary of Czechoslovakia*

No. 1165/35

His Excellency,

The Honorable SECRETARY OF STATE,  
*Washington, D. C.*

## EXTRADITION

*Treaty signed at Washington April 29, 1935, supplementing and amending treaty of July 2, 1925*

*Senate advice and consent to ratification June 5, 1935*

*Ratified by the President of the United States June 15, 1935*

*Ratified by Czechoslovakia August 17, 1935*

*Ratifications exchanged at Prague August 28, 1935*

*Entered into force August 28, 1935*

*Proclaimed by the President of the United States August 30, 1935*

49 Stat. 3253; Treaty Series 895

The United States of America and the Czechoslovak Republic, being desirous of enlarging the list of crimes and offenses on account of which extradition may be granted under the treaty concluded between the two countries on July 2, 1925,<sup>1</sup> and of amending Article IV of that treaty, with a view to the better administration of justice and the prevention of crime within their respective territories and jurisdictions, have resolved to conclude a supplementary treaty for this purpose and have appointed as their plenipotentiaries, to wit:

The President of the United States of America:

Mr. Cordell Hull, Secretary of State of the United States of America;

The President of the Czechoslovak Republic:

Dr. Ferdinand Veverka, Envoy Extraordinary and Minister Plenipotentiary of the Czechoslovak Republic in 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 concluded the following articles:

### ARTICLE I

The following crimes and offenses are added to the list numbered 1 to 22 in Article II of the said treaty of July 2, 1925, on account of which extradition may be granted, that is to say:

23. Crimes and offenses against the laws of bankruptcy.

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<sup>1</sup> TS 734, *ante*, p. 1247.



## ARTICLE II

The present treaty shall be considered as an integral part of the said extradition treaty of July 2, 1925, and Article II of the last mentioned treaty shall be read as if the list of crimes and offenses therein contained had originally comprised the additional crimes and offenses specified and numbered 23 in the first article of the present treaty.

## ARTICLE III

Article IV of the said treaty of July 2, 1925, is hereby amended by adding thereto the following words, "or be extradited to another country, unless he shall have been allowed one month to leave the country after having been set at liberty as a result of the disposition of the charges upon which he was extradited", so that the article will now read :

"No person shall be tried for any crime or offense committed before his extradition other than that for which he was surrendered, or be extradited to another country, unless he shall have been allowed one month to leave the country after having been set at liberty as a result of the disposition of the charges upon which he was extradited."

## ARTICLE IV

The present treaty shall be ratified by the High Contracting Parties in accordance with their respective constitutional method, and shall take effect on the date of the exchange of ratifications which shall take place at Prague as soon as possible.

In witness whereof the above named plenipotentiaries have signed the present treaty in both the English and Czechoslovak languages, each of which texts is equally authentic, and have hereunto affixed their seals.

Done, in duplicate, at Washington, this 29th day of April, 1935.

CORDELL HULL	[SEAL]
FERDINAND VEVERKA	[SEAL]

## RECIPROCAL TRADE

*Agreement and related notes signed at Washington March 7, 1938*<sup>1</sup>

*Proclaimed by the President of the United States March 15, 1938*

*Schedules and protocol amended by protocol of April 15, 1938*<sup>2</sup>

*Entered into force provisionally April 16, 1938*

*Terminated April 22, 1939, by proclamation of March 23, 1939*<sup>3</sup>

53 Stat. 2293; Executive Agreement Series 147

The President of the United States of America and the President of the Czechoslovak Republic, being desirous of strengthening the traditional bonds of friendship between the two countries by maintaining the principle of equality of treatment as the basis of commercial relations and by granting mutual and reciprocal concessions and advantages for the promotion of trade, have through their respective Plenipotentiaries arrived at the following Agreement:

### ARTICLE I

Articles the growth, produce or manufacture of the United States of America, enumerated and described in Section A of Schedule I<sup>1</sup> annexed to this Agreement and made a part thereof, shall, on their importation into the Czechoslovak Republic, be exempt from ordinary customs duties in excess of those set forth and provided for in the said Section. 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 Czechoslovak Republic in force on the day of the signature of this Agreement.

With respect to articles enumerated and described in Section B of Schedule I for which import quotas are specified in the said Section, the quantities of such articles the growth, produce or manufacture of the United States of America which shall be permitted to be imported annually into the customs territory of the Czechoslovak Republic, beginning with the day on which this

<sup>1</sup> For schedules annexed to agreement and protocol of Mar. 7, 1938, amending schedules, see 53 Stat. 2310 or p. 20 of EAS 147.

<sup>2</sup> 53 Stat. 2338; EAS 147.

<sup>3</sup> 53 Stat. 2530.

Agreement comes into force, shall not be less than those specified in the said Section.

#### ARTICLE II

Articles the growth, produce or manufacture of the Czechoslovak Republic, 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 Government of either country from imposing at any time on or in connection with the importation of any product a charge equivalent to an internal tax imposed in respect of a like domestic product or in respect of a commodity from which the imported product has been manufactured or produced in whole or in part.

#### ARTICLE IV

The United States of America and the Czechoslovak Republic agree that the notes and provisions included in Schedules I and II annexed to this Agreement and in the accompanying Protocol 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 of the Czechoslovak Republic, shall, after importation into the other country, be exempt from all internal taxes, fees, charges or exactions other or higher than those payable on like articles of national origin or any other foreign origin.

#### ARTICLE VI

In respect of articles the growth, produce or manufacture of the United States of America or of the Czechoslovak Republic enumerated and described in Schedules I and II, respectively, imported into the other country, on which ad valorem rates of duty, or duties based upon or regulated in any manner by value, are or may be assessed, it is understood and agreed that the bases and methods of determining dutiable value and of converting currencies shall be no less favorable to importers than the bases and methods prescribed under laws and regulations of the Czechoslovak Republic and the

United States of America, respectively, in force on the day of the signature of this Agreement.

# ARTICLE VII

Except as otherwise provided in this Agreement, no prohibitions, import or customs quotas, or any other form of limitation of the amount of imports, whether or not operated in connection with any agency of centralized control, shall be imposed by the Czechoslovak Republic on the importation or sale of any article the growth, produce or manufacture of the United States of America enumerated and described in Section A of Schedule I, or by the United States of America on the importation or sale of any article the growth, produce or manufacture of the Czechoslovak Republic, enumerated and described in Schedule II.

The foregoing provision shall not apply to quantitative restrictions in whatever form imposed by the United States of America or by the Czechoslovak Republic on the importation or sale of any article the growth, produce or manufacture of the other country, in conjunction with governmental measures operating to regulate or control the production, market supply or prices of like domestic articles, or tending to increase the labor costs of production of such articles. The Government of the country imposing any such restriction will give sympathetic consideration to any representations which the Government of the other country may make in regard thereto and will consult promptly with the Government of such other country with respect to the subject matter of such representations; and if an agreement with respect thereto is not reached within thirty days following the receipt of written representations, the Government making them shall be free, within fifteen days after the expiration of the aforesaid period of thirty days, to terminate this Agreement in its entirety on thirty days' written notice.

# ARTICLE VIII

1. If the United States of America or the Czechoslovak Republic establishes or maintains any form of quantitative restriction or control of the importation or sale of any article in which the other country has an interest, or imposes a lower import duty or charge on the importation or sale of a specified quantity of any such article than the duty or charge imposed on importations in excess of such quantity, the Government of the country taking such action shall:

(a) Upon request inform the Government of the other country as to the total quantity, or any change therein, of any such article permitted to be imported or sold or permitted to be imported or sold at such lower duty or charge, during a specified period; and

(b) Allot to the other country for such specified period a share of such total quantity as originally established or subsequently changed in any man-

ner equivalent to the proportion of the total importation of such article which such other country supplied during a previous representative period, unless it is mutually agreed to dispense with such allotment.

2. Except as otherwise provided for in this Agreement, neither the United States of America nor the Czechoslovak Republic shall regulate the total quantity of importations into its territory or sales therein of any article in which the other country has an interest, by import licenses or permits issued to individuals or organizations, unless the total quantity of such article permitted to be imported or sold, during a quota period of not less than three months, shall have been established. The Government of each country will, upon request, inform the Government of the other country of the total quantity of any such article permitted to be imported and of the regulations covering the issuance of such licenses or permits.

3. 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 thereto, 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 IX <sup>4</sup>

1. In the event that the United States of America or the Czechoslovak Republic establishes or maintains a monopoly for the importation, production or sale of a particular commodity or grants exclusive privileges, formally or in effect, to one or more agencies to import, produce or sell a particular commodity, the Government of the country establishing or maintaining such monopoly, or granting such monopoly privileges, agrees that in respect of the foreign purchases of such monopoly or agency the commerce of the other country shall receive fair and equitable treatment. To this end it is agreed that in making its foreign purchases of any product such monopoly or agency will be influenced solely by competitive considerations such as price, quality, marketability and terms of sale.

2. It is agreed that each Government, in the awarding of contracts for public works and generally in the purchase of supplies shall not discriminate against the other country in favor of any third country.

#### ARTICLE X

In the event that the United States of America or the Czechoslovak Republic establishes or maintains, directly or indirectly, any form of control of the

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<sup>4</sup> See also related note, p. 1293.

means of international payment, it shall, in the administration of such control:

(a) Impose no prohibition, condition, restriction, or delay on the transfer of payment for imported articles the growth, produce or manufacture of the other country, or on the transfer of payments necessary for and incidental to the importation of such articles;

(b) Accord unconditionally, with respect to rates of exchange and taxes or surcharges on exchange transactions in connection with payments for or payments necessary and incidental to the importation of articles the growth, produce or manufacture of the other country, treatment no less favorable than that accorded in connection with the importation of any article whatsoever the growth, produce or manufacture of any third country; and

(c) Accord unconditionally, with respect to all rules and formalities applying to exchange transactions in connection with payments for or payments necessary and incidental to the importation of articles the growth, produce or manufacture of the other country, treatment no less favorable than that accorded in connection with the importation of the like articles the growth, produce or manufacture of any third country.

#### ARTICLE XI

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 by the Czechoslovak Republic to any article originating in or destined for any third country, shall be accorded immediately and unconditionally to the like article originating in or destined for the Czechoslovak Republic or the United States of America, respectively.

#### ARTICLE XII

In the event that the rate of exchange between the currencies of the United States of America and the Czechoslovak Republic varies considerably from the rate obtaining on the day of the signature of this Agreement, the Government of either country, 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 to terminate this Agreement in its entirety on thirty days' written notice.

#### ARTICLE XIII

Greater than nominal penalties will not be imposed in the United States of America or in the Czechoslovak Republic upon importations of articles the



growth, produce or manufacture of the other country because of errors in documentation obviously clerical in origin or where good faith can be established.

The Government of each country will accord sympathetic consideration to, and when requested will afford adequate opportunity for consultation regarding, such representations as the other Government may make with respect to the operation of customs regulations, quantitative restrictions or the administration thereof, the observance of customs formalities, and the application of sanitary laws and regulations for the protection of human, animal, or plant life or health.

#### ARTICLE XIV

1. Except as otherwise provided in the second paragraph of this Article, the provisions of this Agreement relating to the treatment to be accorded by the United States of America and the Czechoslovak Republic, respectively, to the commerce of the other country, shall not apply to the Philippine Islands, the Virgin Islands, American Samoa, the Island of Guam, or to the Panama Canal Zone.

2. Subject to the reservations set forth in paragraphs 3, 4 and 5 of this Article, the provisions of this Agreement regarding most-favored-nation treatment shall apply to articles the growth, produce or manufacture of any territory under the sovereignty or authority of the United States of America or the Czechoslovak Republic, imported from or exported to any territory under the sovereignty or authority of the other country. It is understood, however, that the provisions of this paragraph do not apply to the Panama Canal Zone.

3. The advantages now accorded or which may hereafter be accorded by the United States of America or the Czechoslovak Republic to adjacent countries in order to facilitate frontier traffic, and advantages resulting from a customs union to which either the United States of America or the Czechoslovak Republic may become a party so long as such advantages are not extended to any other country, shall be excepted from the provisions of this Agreement.

4. The advantages now accorded or which may hereafter be accorded by the Czechoslovak Republic to Austria, Hungary, Yugoslavia, Rumania or Bulgaria for the purpose of closer mutual economic cooperation between the Danubian countries, in respect of those commodities benefiting from special advantages now accorded by the Czechoslovak Republic to such countries, shall be excepted from the provisions of this Agreement. However, in the event that such advantages should have the effect of impairing materially the value of any concession provided for in Schedule I of this Agreement, the Government of the United States of America reserves the right to reopen negotiations with a view to the modification of this Agreement.<sup>5</sup>

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<sup>5</sup> See also related note, p. 1294.



5. 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

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 Article IX or of the second paragraph of Article XIII, the provisions of this Agreement shall not extend to prohibitions or restrictions

- (1) relating to public security;
- (2) imposed on moral or humanitarian grounds;
- (3) designed to protect human, animal or plant life or health;
- (4) relating to prison-made goods;
- (5) relating to the enforcement of police or revenue laws and regulations;
- (6) applied to products which, as regards production or trade, are or may in future be subject within the country to State monopoly or to monopolies exercised under State control.

Nothing in this Agreement shall be construed to prevent the adoption of measures prohibiting or restricting the exportation or importation 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. It is agreed, further, that nothing in this Agreement shall be construed to prevent the adoption or enforcement of measures relating to neutrality.

#### ARTICLE XVI

In the event that the United States of America or the Czechoslovak Republic adopts any measure which, even though it does not conflict with the terms of this Agreement, is considered by the Government of the other country to have the effect of nullifying or impairing any object of the Agreement, the Government of the country which has adopted any such measure shall consider such representations and proposals as the Government of the other country may make with a view to effecting a mutually satisfactory adjustment of the matter.

## ARTICLE XVII

The Government of the United States of America and the Government of the Czechoslovak Republic reserve the right to withdraw or to modify the concession granted on any article under this Agreement, or to impose quantitative restrictions on any such article if, as a result of the extension of such concession to third countries, such countries obtain the major benefit of such concession and in consequence thereof an unduly large increase in importations of such article takes place: Provided, That before the Government of either country shall avail itself of the foregoing reservation, it shall give notice in writing to the other Government of its intention to do so, and shall afford such other Government an opportunity within thirty days after receipt of such notice to consult with it in respect of the proposed action; and if an agreement with respect thereto is not reached within thirty days following receipt of the aforesaid notice, the Government which proposed to take such action shall be free to do so at any time thereafter, and the other Government shall be free within fifteen days after such action is taken to terminate this Agreement in its entirety on thirty days' written notice.

## ARTICLE XVIII

The present Agreement shall, from the date on which it comes into force, supplant the agreement between the United States of America and the Czechoslovak Republic, effected by exchange of notes signed on October 29, 1923,<sup>6</sup> as prolonged by the agreement signed December 5, 1924,<sup>7</sup> and as amended by the agreement signed on March 29, 1935.<sup>8</sup>

## ARTICLE XIX

The present Agreement shall be proclaimed by the President of the United States of America, and shall be ratified by the President of the Czechoslovak Republic after the declaration of approval by the National Assembly of the Czechoslovak Republic.

Pending ratification of the present Agreement by the President of the Czechoslovak Republic, the present Agreement shall be applied provisionally by the United States of America and the Czechoslovak Republic on April 16, 1938, and thereafter until the day on which the Agreement shall come definitively into force, subject to the provisions of Article VII, Article VIII, Article XII, Article XVII, numbered paragraph 14 of the Protocol, and the third paragraph of this Article. The Agreement shall come definitively into force thirty days after the exchange of the proclamation of the President of the United States of America and the instrument of ratification of the Presi-

<sup>6</sup> TS 673-A, *ante*, p. 1244.

<sup>7</sup> TS 705; IV Trenwith 4058.

<sup>8</sup> EAS 74, *ante*, p. 1280.

dent of the Czechoslovak Republic which shall take place at Praha as soon as possible.

The present Agreement shall remain in force, subject to the provisions of Article VII, Article VIII, Article XII, Article XVII, and numbered paragraph 14 of the Protocol, until April 15, 1939. Unless at least six months before April 15, 1939, the Government of either country shall have given notice of termination to the other Government, the Agreement shall continue in force thereafter, subject to the provisions of Article VII, Article VIII, Article XII, Article XVII, and numbered paragraph 14 of the Protocol, until six months from the day on which the Government of either country shall have given notice of termination 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 Czechoslovak languages, both authentic, at the City of Washington, this 7th day of March 1938.

For the President of the United States of America:

CORDELL HULL [SEAL]

For the President of the Czechoslovak Republic:

V. S. HURBAN [SEAL]

[For schedules annexed to agreement and protocol of March 7, 1938, amending schedules, see 53 Stat. 2310 or p. 20 of EAS 147.]

#### NOTES

##### *The Czechoslovak Minister to the Secretary of State*

CZECHOSLOVAK LEGATION  
WASHINGTON, D.C.

MARCH 7, 1938

EXCELLENCY:

With reference to Article IX of the Trade Agreement signed this day on behalf of the United States of America and the Czechoslovak Republic, I have the honor to inform Your Excellency that pursuant to the understanding reached in the course of the negotiations of the said Agreement, the Czechoslovak Tobacco Monopoly will make every effort to increase the purchases of leaf tobacco of United States origin and provenance, particularly those types used for cigarettes.

The Government of the Czechoslovak Republic also engages that any quantitative restriction it may establish on imports of wheat flour shall take the form of an unallocated global quota, which shall be announced and shall be administered in such a way as to permit the full utilization thereof on a fair and equitable basis as between exporters in the several supplying countries.

Accept, Excellency, the renewed assurances of my highest consideration.

V. S. HURBAN

His Excellency,  
The Honorable CORDELL HULL,  
Secretary of State,  
*Washington, D. C.*

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*The Czechoslovak Minister to the Secretary of State*

CZECHOSLOVAK LEGATION  
WASHINGTON, D.C.

MARCH 7, 1938

EXCELLENCY:

During the course of the negotiation of the trade agreement signed this date, and with direct reference to Paragraph 4 of Article XIV thereof, the Czechoslovak delegation set forth the policies and intentions of the Government of the Czechoslovak Republic in respect of closer mutual economic cooperation between the Danubian countries. It was explained that:

1. These advantages will be granted only for the purpose of stimulating the flow of commerce in the Danubian area.
2. It is the intention of the Government of the Czechoslovak Republic to substitute for the system of quota and other advantages now accorded to the Danubian countries, a system of special tariff advantages.
3. The advantages granted by the Government of the Czechoslovak Republic will not be excessive and will be effected through the reduction of existing restrictions in favor of the Danubian countries, rather than by the imposition of new or greater limitations on the commerce of the United States.
4. The Government of the Czechoslovak Republic will immediately inform the Government of the United States of America if and when any changes are made in the present special advantages.

Accept, Excellency, the renewed assurances of my highest consideration.

V. S. HURBAN

His Excellency,  
The Honorable CORDELL HULL,  
Secretary of State,  
*Washington, D. C.*

## MOTION PICTURE FILMS

*Exchanges of notes at Prague May 18, 1938*

*Entered into force June 1, 1938*

*Terminated March 13, 1946*<sup>1</sup>

52 Stat. 1517; Executive Agreement Series 126

*The American Minister to the Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

*Praha, May 18, 1938*

No. 45

### EXCELLENCY:

I have the honor to refer to the recent conversations between officials of the Czechoslovak Republic and of the Government of the United States of America, pursuant to the understanding reached in connection with the negotiation of the trade agreement<sup>2</sup> recently concluded by the two countries, with regard to questions in respect of exposed motion picture films originating in Czechoslovakia and in the United States of America, and to confirm by this note the following agreement which has been reached between our respective countries:

### I

Exposed motion picture films, Tariff number 361 ex c of the Czechoslovak Customs Tariff, originating in the United States of America shall, on their importation into the Czechoslovak Republic, be exempt from ordinary customs duties, charges, taxes, fees, or exactions in excess of those provided for in the following numbered paragraphs:

- |  |                                 |
|--|---------------------------------|
| 1. Import duty   | 1, 200 crowns per 100 kilos.    |
| 2. Import permit fee   |                                 |
| a) Original version feature films:—  |                                 |
| First print or negative—   | 17, 500 crowns each             |
| For every additional print   | 0. 15 crowns per running meter. |
| b) For every 8 feature films imported, an importer of American films may import one dubbed version film free of any import permit fee. |                                 |
| Other dubbed versions of American feature films  |                                 |
| First print or negative—   | 6, 000 crowns each              |
| For every additional print   | 0. 15 crowns per running meter. |

<sup>1</sup> In a note to the American Embassy at Prague, dated Sept. 13, 1945, the Czechoslovak Ministry for Foreign Affairs states that the Czechoslovak Government considers the present agreement terminated.

<sup>2</sup> Agreement signed at Washington Mar. 7, 1938 (EAS 147), *ante*, p. 1285.

c)	Short films (less than 700 meters in length) except tourist, propaganda or advertising films—	Free
	Prints thereof —	0.15 crowns per running meter.
d)	Newsreel films—	Free
	Prints thereof—	0.15 crowns per running meter.

Note: In addition to the import permit fees set forth under 2) above, there will be a charge for feature films of 500 crowns and a charge for short films of 120 crowns, payable to the Ministry of Commerce. These charges shall cover the costs of importing films in bond, screening films before the consultative committee (Film Advisory Committee) of the Ministry of Commerce, and all other fees incidental to the issuance of the import permit.

## II

The provisions of Paragraph I of this agreement shall not prevent either country from imposing at any time on or in connection with the importation of exposed motion picture films a charge equivalent to an internal tax imposed in respect of a like domestic product.

## III

The Czechoslovak Republic shall accord to exposed motion picture films of American origin imported into the Czechoslovak Republic treatment in respect of distribution and exhibition no less favorable than may be accorded to films of any other foreign origin or except for the compulsory showing of films of Czechoslovak origin in Czechoslovak theaters, than may be accorded to films of Czechoslovak origin. The Government of the United States of America shall accord to exposed motion picture films of Czechoslovak origin imported into the United States, treatment in respect of distribution and exhibition no less favorable than that accorded films of United States origin or any other foreign origin.

## IV

No import or customs quota, or any other form of limitation of the number of exposed motion picture films which may be imported shall be imposed by the Czechoslovak Republic on the importation of exposed motion picture films of United States of America origin, or by the Government of the United States of America on the importation of exposed motion picture films of Czechoslovak origin. This provision shall not be construed as a limitation on the operation of normal censorship laws and regulations.

## V

Importers of exposed motion picture films of United States of America origin may submit such films for screening and censorship without the necessity of having previously super-imposed Czechoslovak titles thereon. It will however be necessary for such importers to submit, in writing, the titles

proposed to be used and, after the film has been approved, again present it with the titles super-imposed thereon.

## VI

Exposed motion picture films produced in the United States of America may be dubbed into the Czechoslovak language either in the United States or in Czechoslovakia. There shall, however, be no obligation to dub into the Czechoslovak language.

## VII

Importers of exposed motion picture films produced in the United States of America shall not be required, as a condition to the importation, distribution, and sale of such films, to purchase, produce or distribute Czechoslovak films, or films of any other origin.

## VIII

Import permits for advertising material for American or Czechoslovak exposed motion picture films shall not be required.

## IX

Motion picture companies of the United States of America may establish and maintain branch firms in Czechoslovakia and reciprocally motion picture companies of Czechoslovakia may establish and maintain branch firms in the United States of America in conformity with the laws, regulations and ordinances of the respective country.

## X

There shall be no prohibition or quantitative restriction upon the importation, distribution or exhibition in Czechoslovakia, of exposed motion picture film prints originating in the United States of America. Such prints shall not be subject to any fees, charges or exactions in excess of those provided for in this agreement.

## XI

The present agreement shall become operative the first day of June, 1938, and shall continue in force until denounced by either country by advance notice of not less than six months.

Accept, Excellency, the assurances of my highest consideration.

WILBUR J. CARR

*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America*

His Excellency

Dr. KAMIL KROFTA,

*Czechoslovak Minister of Foreign Affairs,  
Praha.*



*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

PRAHA, May 18, 1938

No. 60931/IV-5/38

EXCELLENCY,

With reference to the recent conversations between official representatives of the Czechoslovak Republic and of the Government of the United States of America, arising out of the understanding reached in connection with the negotiation of the trade agreement recently concluded between the two States, I have the honor to confirm by this Note that the following agreement has been concluded between our countries concerning exposed cinematograph films produced in Czechoslovakia and the United States of America:

[For terms of agreement, see U.S. note, above.]

I have the honor to be, etc.

DR. K. KROFTA

*Minister for Foreign Affairs  
of the Czechoslovak Republic*

His Excellency Mr. WILBUR JOHN CARR,  
*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America,  
Praha.*

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*The American Minister to the Minister of Foreign Affairs*

LEGATION OF THE  
UNITED STATES OF AMERICA

No. 46

Praha, May 18, 1938

EXCELLENCY:

With reference to the agreement signed on the 18th day of May, 1938, on behalf of the Czechoslovak Republic and of the Government of the United States of America, with regard to the treatment to be accorded in the future to exposed motion picture films produced in the United States of America upon their importation into the Czechoslovak Republic, I have the honor to confirm that the importation into the Czechoslovak Republic of exposed motion picture films produced in the United States of America shall be subject to the following administrative procedure:

a) An importer shall submit his application for an import permit directly to the Ministry of Commerce, which Ministry shall arrange for the screening of the film before the consultative committee (Film Advisory Committee).

Such screening shall be at the expense of the importer as provided for in the note to Paragraph I of the agreement.

After approval of the importer's application the Ministry of Commerce will issue an import permit to the importer, upon payment of the import permit fee provided for in Paragraph I of the agreement.

b) The importer may then clear the film in question through the customs and submit it to the Board of Censors of the Ministry of the Interior.

Every effort shall be made to expedite the screening and censorship of exposed motion picture films produced in the United States of America and they shall be accorded screening and censorship treatment no less favorable than that accorded films of Czechoslovak origin, or any other origin.

There shall be no obligation to screen dubbed versions of exposed motion picture films produced in the United States of America before the consultative committee (Film Advisory Committee) of the Ministry of Commerce.

Accept, Excellency, the assurances of my highest consideration.

WILBUR J. CARR

*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America*

His Excellency Dr. KAMIL KROFTA,  
*Czechoslovak Minister of Foreign Affairs,  
Praha.*

---

*The Minister of Foreign Affairs to the American Minister*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS

No. 60931/IV-5/38

PRAHA, May 18, 1938

EXCELLENCY:

[The Czechoslovak note repeats the U.S. note, above.]

I have the honor to be, etc.

Dr. K. KROFTA

*Minister of Foreign Affairs  
of the Czechoslovak Republic*

His Excellency Mr. WILBUR JOHN CARR,  
*Envoy Extraordinary and Minister Plenipotentiary  
of the United States of America,  
Praha.*

## LEND-LEASE<sup>1</sup>

*Agreement signed at Washington, July 11, 1942*

*Entered into force July 11, 1942*

56 Stat. 1562; Executive Agreement Series 261

Whereas the Government of the United States of America and the Provisional Government of Czechoslovakia 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 Provisional Government of Czechoslovakia, 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 Czechoslovakia 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 Provisional Government of Czechoslovakia aid in resisting aggression;

And whereas it is expedient that the final determination of the terms and conditions upon which the Provisional Government of Czechoslovakia 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 Czechoslovakia and will promote the establishment and maintenance of world peace;

<sup>1</sup> For lend-lease settlement agreement, see TIAS 1818, *post*, p. 1326.

<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 Provisional Government of Czechoslovakia 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 Czechoslovakia 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 Provisional Government of Czechoslovakia 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 Provisional Government of Czechoslovakia 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 Provisional Government of Czechoslovakia 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 Provisional Government of Czechoslovakia.

#### ARTICLE IV

If, as a result of the transfer to the Provisional Government of Czechoslovakia 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 Provisional Government of Czechoslovakia 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 Provisional Government of Czechoslovakia 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 Provisional Government of Czechoslovakia full cognizance shall be taken of all property, services, information, facilities, or other benefits or considerations provided by the Provisional Government of Czechoslovakia 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 Provisional Government of Czechoslovakia 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 Provisional Government of Czechoslovakia, open to participation by all other countries of like mind, directed to the expansion, by appropriate international and domestic measures, of production, employment, and the exchange and consumption of goods, which are the material foundations of the liberty and welfare of all peoples; to the elimination of all forms of discriminatory treatment in international commerce, and to the reduction of tariffs and other trade barriers; and, in general, to the attainment of all the economic objectives set forth in the Joint Declaration made on August 14, 1941, by the President of the United States of America and the Prime Minister of the United Kingdom.

At an early convenient date, conversations shall be begun between the two Governments with a view to determining, in the light of governing economic conditions, the best means of attaining the above-stated objectives by their own agreed action and of seeking the agreed action of other like-minded Governments.

## ARTICLE VIII

This Agreement shall take effect as from this day's date. It shall continue in force until a date to be agreed upon by the two Governments.

Signed and sealed in duplicate at Washington this eleventh 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 Provisional Government of Czechoslovakia:

V. S. HURBAN [SEAL]

*Minister of Czechoslovakia  
at Washington*

## MILITARY SERVICE

*Exchanges of notes at Washington April 3, 1942, and September 29  
and October 21, 1943*

*Entered into force September 29, 1943*

*Terminated March 31, 1947<sup>1</sup>*

57 Stat. 1070; Executive Agreement Series 341

*The Acting Secretary of State to the Czechoslovak Minister*

DEPARTMENT OF STATE

WASHINGTON

*April 3, 1942*

SIR:

I have the honor to inform you that the United States Selective Training and Service Act of 1940, as amended,<sup>2</sup> 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 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 Act of 1940, as amended, who are nationals of co-belligerent countries and

<sup>1</sup> Upon termination of functions of U.S. Selective Service System (60 Stat. 341).

<sup>2</sup> 54 Stat. 885; 50 U.S.C. app.



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 Republic of Czechoslovakia 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  
VLADIMÍR HURBAN,  
*Minister of Czechoslovakia.*

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*The Secretary of State to the Czechoslovak Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*September 29, 1943*

EXCELLENCY:

I have the honor to refer to the Department's note of April 3, 1942 and to subsequent conversations had by officers of the Department with the Embassy on the subject of the proposed agreement with your country concerning the service of nationals of one country in the armed forces of the other country.

In amplification of the Department's note of April 3, 1942 I may state that this Government is prepared, upon the conclusion of the proposed agreement, to grant to nondeclarant Czechoslovak nationals serving in the armed forces of the United States, who did not previously have an opportunity of electing to serve in the forces of their own country, the privilege of applying for a transfer to the armed forces of Czechoslovakia. Upon the conclusion of the agreement, the War Department is prepared to discharge, for the purpose of transferring to the armed forces of Czechoslovakia, nondeclarant Czechoslovak nationals serving in the United States forces who did not have a previous opportunity of opting for service with the Czechoslovak forces. I may also state, with reference to the second and third sentences of the third paragraph of the Department's note of April 3, 1942, that the details incident to carrying out the agreement may be modified in such manner as may be mutually agreeable, and to that end it is suggested that this subject be discussed by officers of the Embassy with the appropriate agencies of the United States Government upon the conclusion of the agreement.

If your Government is desirous of entering into the proposed agreement, and you will forward to the Department a note conforming to the concluding paragraph of the Department's note of April 3, 1942, this Government is prepared to make the proposed régime effective immediately upon the receipt of such note.

Accept, Excellency, the renewed assurances of my highest consideration.

For the Secretary of State:  
G. HOWLAND SHAW

His Excellency  
VLADIMÍR HURBAN,  
*Ambassador of Czechoslovakia.*

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*The Czechoslovak Ambassador to the Secretary of State*

CZECHOSLOVAK EMBASSY  
WASHINGTON, D.C.  
*September 29, 1943*

No. 5944/43

EXCELLENCY:

I have the honor to refer to Your Excellency's notes of April 3, 1942 and September 29, 1943, as well as to the conversations between officials of the Czechoslovak Embassy and the Department of State, with regard to the conclusion of an agreement between the governments of Czechoslovakia and the United States, concerning the application of the United States Selective Training and Service Act of 1940, as amended, to Czechoslovak citizens residing in the United States, and the reciprocal treatment of American citizens, who may be serving in the Czechoslovak armed forces.

I am pleased to inform Your Excellency that the Czechoslovak government desires to participate in the procedure as set forth in the note of April 3rd, 1942 and agrees to the stipulations enumerated in paragraphs lettered (a), (b) and (c) of His Excellency's note of April 3, 1942, and to the proposals contained in the note dated September 29, 1943.

I have been instructed to inform Your Excellency that the Czechoslovak government will highly appreciate that the following two desiderata be given due consideration by the appropriate United States authorities:

(1) The Czechoslovak government expresses the hope that Czechoslovak citizens, serving in the armed forces in the United States, will be accorded, to the fullest extent, the opportunities and advantages available to citizens of the United States, in respect of their service in the armed forces of the United States.

(2) The Czechoslovak government trusts that Czechoslovak citizens who are residents of the United States and who elect for service in the Czechoslovak armed forces will be permitted to return to the United States at any time after the termination of their service with the Czechoslovak armed forces.

Accept, Excellency, the renewed assurance of my highest consideration.

V. S. HURBAN

His Excellency

CORDELL HULL,  
*Secretary of State.*

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*The Secretary of State to the Czechoslovak Chargé d'Affaires ad interim*

DEPARTMENT OF STATE

WASHINGTON

October 21, 1943

SIR :

Acknowledgment is made of the receipt of the Embassy's note no. 5944/43 of September 29, 1943 stating that your Government desires to enter into the agreement, as proposed in the Department's notes of April 3, 1942 and September 29, 1943, concerning the services of nationals of one country in the armed forces of the other country. The note under acknowledgment states that your Government agrees to the stipulations enumerated in paragraphs lettered (a), (b), and (c) of the Department's note of April 3, 1942.

I take pleasure in informing you that this Government considers the agreement with your Government as having become effective on September 29, 1943, the date on which the note under acknowledgment was received in the Department. The appropriate authorities of the United States Government have been informed accordingly, and I may assure you that this Government will carry out the agreement in the spirit of full cooperation with your Government.

It is suggested that all the details incident to carrying out this agreement be discussed directly by officials of the Embassy with the appropriate officers of the War Department and of the Selective Service System. Lieutenant Colonel V. L. Sailor, of the Recruiting and Induction Section, Adjutant General's Office, War Department, and Lieutenant Colonel S. G. Parker, of the Selective Service System, will be available to discuss questions relating to the exercise of the option prior to induction. The Inter-Allied Personnel Board of the War Department, which is headed by Major General Guy V. Henry, is the agency with which questions relating to the discharge of non-declarant nationals of Czechoslovakia, serving in the Army of the United States and desiring to transfer to the Czechoslovak forces, may be discussed.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State :

G. HOWLAND SHAW

Dr. KAREL ČERVENKA,

*Chargé d'Affaires ad interim of Czechoslovakia.*

## AIR TRANSPORT SERVICES

*Agreement signed at Prague January 3, 1946, with annex; exchange of notes at Prague May 3 and 17, 1946*

*Entered into force provisionally January 3, 1946; definitively June 17, 1946*<sup>1</sup>

60 Stat. 1917; Treaties and Other  
International Acts Series 1560

### AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE CZECHOSLOVAK REPUBLIC

Having in mind the resolution recommending a standard form of agreement for provisional air routes and services, included in the Final Act of the International Civil Aviation Conference signed at Chicago on December 7, 1944, and the desirability of mutually stimulating and promoting the sound economic development of air transportation between the United States of America and the Republic of Czechoslovakia, the two Governments parties to this Agreement agree that the development of air transport services between their respective territories shall be governed by the following provisions:

#### ARTICLE 1

The contracting parties grant the right specified in the Annex hereto necessary for establishment of the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

#### ARTICLE 2

/a/ Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the right shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so desig-

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<sup>1</sup> Date of notification of approval by President of Czechoslovakia, in accordance with terms of art. 10.

nated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

/b/ It is understood that either contracting party granted commercial rights under this Agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

### ARTICLE 3

In order to prevent discriminatory practices and assure equality of treatment, both contracting parties agree that:

/a/ Each of the contracting parties may impose or permit to be imposed just and reasonable charges of <sup>2</sup> the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

/b/ Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such other contracting party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered.

/c/ The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be exempt from customs, inspection fees or similar duties or charges even though such supplies be used or consumed by such aircraft on flights in that territory.

### ARTICLE 4

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences granted to its own nationals by another state.

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<sup>2</sup> For a correction of art. 3, para. a, see exchange of notes, p. 1313.

## ARTICLE 5

/a/ The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

/b/ The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, or while within the territory of the first party.

## ARTICLE 6

Each contracting party reserves the right to withhold or revoke a certificate or permit to an airline of the other party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of either party to this Agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this Agreement.

## ARTICLE 7

This Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

## ARTICLE 8

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

## ARTICLE 9

Either contracting party may terminate this Agreement, or the rights for any of the services granted thereunder, by giving one year's notice to the other contracting party.

## ARTICLE 10

The provisions of this Agreement shall become operative from the day it is signed. The Czechoslovak Government shall notify the Government of the



United States of America of the approval of the Agreement by the President of the Czechoslovak Republic and the Government of the United States of America shall consider the Agreement as becoming definitive upon the date of such notification by the Czechoslovak Government.

In witness whereof the respective Plenipotentiaries have signed this Agreement in duplicate in the English and Czech languages, both texts having equal force and have hereunto affixed their seals.

Done at Praha the third day of January 1946.

LAWRENCE A. STEINHART [SEAL]

JAN MASARYK [SEAL]

ANNEX

A

1/ The Government of the United States of America will grant to a Czechoslovak airline, to be designated by the Czechoslovak Government, with regard to the territory of the United States of America, the necessary operating permission to the air service on the route Praha-Bruxelles-London-Foyes-New Foundland-New York, in both directions.

2/ This operating permission shall include:

The right to take on in the United States of America passengers, cargo and mail destined for the territory of Czechoslovakia or of any other States and the right to put down in the United States of America passengers, cargo and mail taken on in the territory of Czechoslovakia or any other States.

B.

1/ The Government of the Czechoslovak Republic will grant to an American airline, to be designated by the Government of the United States of America with regard to the territory of Czechoslovakia, the necessary operating permission to the air services on the route New Foundland-Foyes - London - Bruxelles - Praha - Vienna - Budapest - Bucuresti - Istanbul - Ankara-Beirut-Baghdad-Karachi-Calcutta, in both directions.

2/ This operating permission shall include:

The right to take on in Czechoslovakia passengers, cargo and mail destined for the territory of the United States of America or of any other States and the right to put down in Czechoslovakia passengers, cargo and mail taken on in the territory of the United States of America or any other States.

## EXCHANGE OF NOTES

*The American Embassy to the Ministry for Foreign Affairs*EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 993

The American Embassy presents its compliments to the Ministry for Foreign Affairs and has the honor to refer to the text of the air transport agreement between the Czechoslovak Republic and the United States of America of January 3, 1946, and to request confirmation by note that the original English text in possession of the Ministry reads "charges for" in the fourth line of Article 3-A.

L. A. S.

PRAHA, May 3, 1946

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*The Ministry for Foreign Affairs to the American Embassy*

[TRANSLATION]

MINISTRY FOR FOREIGN AFFAIRS

No. 78.571/IV-7/46

Referring to the note of the Embassy of the United States dated May 3, 1946, number 993, the Ministry for Foreign Affairs has the honor to confirm that the original English text of the Agreement regarding Air Transportation between the Czechoslovak Republic and the United States, which is in the possession of this office, contains the words "charges for" in the fourth line of article 3.

V. C.

PRAGUE, May 17, 1946

TO THE EMBASSY OF THE UNITED STATES  
IN PRAGUE.

## COMMERCIAL RELATIONS

*Exchange of notes at Washington November 14, 1946*

*Entered into force November 14, 1946*

61 Stat. 2431; Treaties and Other  
International Acts Series 1569

*The Acting Secretary of State to the Czechoslovak Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
November 14, 1946

### EXCELLENCY:

The Government of the United States expresses its satisfaction at the successful conclusion of the discussions with the Government of Czechoslovakia concerning commercial policy, compensation for nationalized properties and related matters of mutual interest in furthering the economic relations between their two countries. These discussions have resulted in agreement by the two Governments on the following matters:

1. The two Governments affirm their continued support of the principles set forth in Article VII of the Mutual Aid Agreement of July 11, 1942,<sup>1</sup> and reiterate their desire to achieve the elimination of all forms of discriminatory treatment in international commerce, and the reduction of tariffs and other trade barriers.

2. The Government of Czechoslovakia is in accord with the general tenor of the "Proposals for Expansion of World Trade and Employment" recently transmitted to the Government of Czechoslovakia by the Government of the United States. Pending the conclusion of the negotiations at the general international conference on trade and employment contemplated by the "Proposals", the two Governments declare it to be their policy to abstain from adopting new measures which would prejudice the objectives of the conference.

3. The two Governments share the view that the conduct of international trade through the mechanism of bilateral barter, clearing, and similar agreements is generally not compatible with the maximization of benefits deriving from trade or with the goal of eliminating trade discrimination.

<sup>1</sup> EAS 261, *ante*, p. 1300.

The Government of Czechoslovakia has expressed the view, however, that the use of such agreements during the postwar transition period has been necessary, but it will direct its efforts to their abandonment and a return to multilateralism at the earliest possible date.

4. The Government of Czechoslovakia has declared that it must maintain a system of import and export controls during the postwar transition period in order to safeguard the equilibrium of its balance of payments while seeking to achieve in an orderly way its plan of economic reconstruction. The Government of Czechoslovakia will administer the issuance of import licenses without discrimination as among foreign sources of supply as soon as Czechoslovakia possesses or is able to obtain sufficient free foreign exchange so that it is no longer necessary for her to make her purchases within the limits of bilateral trade and financial agreements.

5. If the Government of either country establishes or maintains a monopoly or enterprise for the importation, exportation, purchase, sale, distribution or production of any article, or grants exclusive privileges to any enterprise to import, export, purchase, sell, distribute or produce any article, such monopoly or enterprise shall accord to the commerce of the other country fair and equitable treatment in respect of its purchases of articles the growth, produce or manufacture of foreign countries and its sales of articles destined for foreign countries. To this end the monopoly or enterprise shall, in making such purchases or sales of any article, be influenced solely by considerations, such as price, quality, marketability, transportation and terms of purchase or sale, which would ordinarily be taken into account by a private commercial enterprise interested solely in purchasing or selling such article on the most favorable terms.

6. The two Governments express their intention at the earliest practicable date to enter into negotiations looking toward the conclusion of a comprehensive treaty of friendship and commerce which will regulate to their mutual satisfaction economic relations between the two countries. Meanwhile the two Governments have taken cognizance of the fact that each continues to accord to articles the growth, produce or manufacture of the other unconditional most-favored-nation treatment with respect to customs duties, the rules and formalities of customs, and the taxation, sale, distribution, and use within its territory of such articles consistent with provisions of the former trade agreement between the two countries dated March 7, 1938.<sup>2</sup>

7. The Government of the United States and the Government of Czechoslovakia will make adequate and effective compensation to nationals of one country with respect to their rights or interests in properties which have been or may be nationalized or requisitioned by the Government of the other country. In this connection, the Government of the United States has

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<sup>2</sup> EAS 147, *ante*, p. 1285.

noted with satisfaction that negotiations concerning compensation on account of such claims will shortly begin in Praha.

8. The two Governments agree to afford each other adequate opportunity for consultation regarding the matters mentioned above, and the Government of Czechoslovakia, recognizing that it is the normal practice of the Government of the United States to make public comprehensive information concerning its international economic relations, agrees to make available to the Government of the United States full information, similar in scope and character to that normally made public by the United States, concerning the international economic relations of Czechoslovakia.

The Government of the United States will be pleased to receive from the Government of Czechoslovakia a statement confirming its understanding of this agreement reached by the two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

DEAN ACHESON  
*Acting Secretary of State*

His Excellency  
Dr. JURAJ SLÁVIK,  
*Ambassador of Czechoslovakia.*

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*The Czechoslovak Ambassador to the Acting Secretary of State*

CZECHOSLOVAK EMBASSY  
WASHINGTON, D.C.  
*November 14, 1946*

EXCELLENCY:

The Government of Czechoslovakia expresses its satisfaction at the successful conclusion of the discussions with the Government of the United States concerning commercial policy, compensation for nationalized properties and related matters of mutual interest in furthering the economic relations between their two countries. These discussions have resulted in agreement by the two Governments on the following matters:

[For terms of agreement, see numbered paragraphs in U.S. note, above.]

The Government of the Czechoslovak Republic is pleased to confirm by the present note its understanding of this agreement reached by the two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.

Dr. JURAJ SLÁVIK

His Excellency  
DEAN G. ACHESON,  
*Acting Secretary of State,  
Washington, D.C.*

## AIR COMMUNICATIONS FACILITIES AT PRAGUE-RUZYNE AIRFIELD

*Agreement signed at Prague April 8, 1947*

*Entered into force April 8, 1947*

Department of State files

AGREEMENT BETWEEN THE CZECHOSLOVAK GOVERNMENT REPRESENTED BY THE CZECHOSLOVAK MINISTRY OF TRANSPORT AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA REPRESENTED BY THE AMERICAN EMBASSY AT PRAHA REGARDING AIR COMMUNICATIONS FACILITIES AT PRAHA-RUZYNE AIRFIELD, PRAHA, CZECHOSLOVAKIA

The Government of Czechoslovakia agrees:

(1) To operate and maintain all facilities continually in a manner adequate for the air traffic operating into and away from the airdrome at which the facilities are located and along the recognized international air routes converging on that airdrome, and, in order to insure this standard of service, the Czechoslovak Government agrees to abide by approved Provisional International Civil Aviation Organization (PICAO) standards of operations unless changed by other international agreement to which the Government of the United States and the Czechoslovak Government are parties. It is understood that for this purpose the Czechoslovak Government will, through its designated agency, make available adequate personnel for operation and maintenance of the facilities according to the standards set forth above. (Allowance is to be made, of course, for possible unavoidable interruptions of the continuous operation which may result from breakdowns in the equipment. In the case of any facilities which have not yet been placed in operation because they have not been properly calibrated, or of other facilities temporarily out of commission because of electrical or other mechanical defects, every effort will be made to bring them into operation as soon as may be possible.)

(2) To provide the full service of all facilities to all aircraft on a non-discriminatory basis with charges, if any, only for non-operational messages until an international agreement on charges has been promulgated by the Provisional International Civil Aviation Organization.

(3) To continue the operation of all types of facilities in their original location or at a new location mutually agreed upon by the Government of the United States and the Czechoslovak Government until new facilities are installed in accordance with standards promulgated by the Provisional International Civil Aviation Organization, or until it is determined by the Government of the Czechoslovak Republic and the United States Government that there is no longer a need for the original facilities; it being understood that the aeronautical communication service facilities will be diverted to the general communication service.

(4) To provide English-speaking operators at air-to-ground and control tower communication positions until regulations covering such voice transmissions are promulgated by the Provisional International Civil Aviation Organization and further, until such regulations are promulgated, to grant permission to a representative of the United States air carriers authorized to serve the airdrome to enter its control tower and, when in the opinion of the representative a case of necessity exists, to talk to the pilot of any United States aircraft flying in the vicinity of the airdrome, it being understood that the representative will in each instance obtain permission to enter the tower from the Officer in Charge.

(5) In consultation with the United States carriers using them, and in agreement with PICAQ or ICAO regulations, to select radio frequencies for air-to-ground and control tower operations and with adjacent stations on the recognized air routes converging on the airdrome in order to minimize:

- (a) radio interference, and
- (b) the number of frequencies required to be operated by aircraft.

(6) To authorize and facilitate day-to-day adjustments in air communication service matters relating to the equipment covered under this agreement, by direct communication between the operation agency of Czechoslovakia and the service agency of the United States Government, United States carriers, or a communication company representing one or more of them.

The Government of the United States of America, through either the United States Army, United States Navy, Civil Aeronautics Administration, the Office of the Foreign Liquidation Commissioner, or private agency agrees:

(a) To include in the sale of the basic Installations all the maintenance parts and expendable supplies pertaining thereto that are physically located in the Czechoslovak Republic at the time of signing this agreement. The bill of sale attached hereto is an annex of this agreement.

(b) To do everything possible to assist the Government of the Czecho-



slovak Republic, or its representative, in purchasing maintenance parts and expendable supplies for the operation of the facilities.

PRAHA, CZECHOSLOVAKIA, *April 8, 1947.*

For the Government of the Czechoslovak Republic  
Brigadier General VILEM STANOVSKY  
*Chief, Aviation Division of the  
Ministry of Transport*

For the Government of the United States of America  
GEORGE F. BOGARDUS  
*Third Secretary of Embassy of  
the United States of America*

## SETTLEMENT OF CERTAIN WAR ACCOUNTS AND CLAIMS

*Agreement and exchanges of notes signed at Prague July 25, 1947  
Entered into force July 25, 1947*

61 Stat. 3410; Treaties and Other  
International Acts Series 1675

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE CZECHOSLOVAK REPUBLIC REGARDING SETTLEMENT FOR CERTAIN WAR ACCOUNTS AND CLAIMS INCIDENT TO THE OPERATIONS OF THE U.S. ARMY IN EUROPE

The Government of the United States of America and the Government of the Czechoslovak Republic have reached an understanding regarding the settlement for outstanding War Accounts and claims incident to the operations of the U.S. Army in Czechoslovakia. This settlement is complete and final, and the signatory governments agree that, except as herein specifically provided, no further benefits will be sought by either of them as consideration for the foregoing. In arriving at this understanding, the signatory governments have recognized the benefits accruing to each from their contributions to the defeat of their common enemies as well as the difficulties connected on each side with the keeping of detailed accounts during a period of and following actual combat operations of field armies. Further, the rapid removal of American troops from Czechoslovakia tended to create certain economic and financial unbalances within the accounts of each government or its governmental agencies.

#### ARTICLE 1

With respect to U.S. Army procurement in Czechoslovakia including procurement of coal through 31 March 1946, certain Allied Military Marks held by the Czechoslovak Republic, Czech crowns advanced by the U.S. Army to Czechoslovak troops, and certain supplies and services provided representatives of the Czechoslovak Government by the U.S. Army, there is agreed to be due from the Government of the United States to the Czechoslovak Republic, the net amount of \$5,018,007.07. In addition, the United States Government will return to the Czechoslovak Republic a total of 42,500,000 crowns presently held by the U.S. Army.

## ARTICLE 2

All claims by the Czechoslovak Republic and its nationals against the United States Armed Forces with respect to procurement of facilities, goods and services/other than coal/by official, quasi-official and personal representatives of the United States Army in Czechoslovakia through 31 March 1946, and not heretofore finally settled by the United States Army, will be considered discharged in full in accordance with the terms of the settlement set out in paragraph one. In this connection, financial responsibility for such procurement has been calculated at a dollar-crown conversion rate of 50 Czech crowns equal 1 dollar in accordance with prior agreement between the U.S. military authorities and the Czechoslovak government.

## ARTICLE 3

Amounts owing the Czechoslovak government in full settlement for coal provided to the U.S. Army by the Czechoslovak government during the war through 31 March 1946, and which are considered a dollar obligation of the U.S. Army, are considered paid in full by the terms of payment included in paragraph one. In this connection, financial responsibility for coal has been calculated at 50 crowns equal one U.S. dollar in accordance with prior agreement between the U.S. Military Authorities and the Czechoslovak government.

## ARTICLE 4

In consideration of this settlement, and the payments by the United States Government in paragraph one, the Czechoslovak Government will consider 1,500,000 Allied Military Marks, presently held by that government and claimed to be a result of expenditures by U.S. Army personnel in Czechoslovakia, as redeemed with full dollar value at a rate of 10 marks equal 1 dollar. These Allied Military Marks will be returned to the U.S. Army by the Czechoslovak Government at the time of and in accordance with the terms of this settlement.

## ARTICLE 5

Czech crowns presently held in official U.S. Army disbursing officers' accounts, representing captured enemy funds will be returned to the Czechoslovak Government without reimbursement.

## ARTICLE 6

Amounts owing by the Czechoslovak Government for certain supplies and services provided Czechoslovak Nationals by the United States Forces, European Theatre in the occupied zone of Germany from 2 March 1946 through 31 March 1947, on a cash reimbursable basis are considered as finally settled within the terms of payment in paragraph one. The records of

the U.S. Army will be made available for inspection upon request relative to these supplies and services thus furnished.

#### ARTICLE 7

To the extent that the United States Army advanced Czech crowns to Czechoslovak military units, and has not heretofore been reimbursed by the Czechoslovak Government or any other Allied Government with whom the Czech military forces were operating during the war, such advances are considered a responsibility of the Czechoslovak Government. All such outstanding advances are considered to be reimbursed to the U.S. Army under the terms of payment in paragraph one.

#### ARTICLE 8

Facilities, goods and services procured by the United States Army subsequent to 31 March 1946 will be paid for on the basis of the Czechoslovak authorities presentation of appropriate documents in a form acceptable to the United States Army as has been, or may be, agreed upon between the Czechoslovak authorities and the U.S. Army. Payments already made by the United States Army for facilities, goods and services provided by the Czechoslovak Government prior to 31 March 1946, are not included within the payment terms of paragraph one of this settlement and are final.

#### ARTICLE 9

Payments made by the U.S. Army under the agreement of 28 June 1946,<sup>1</sup> and similar supplemental agreement of 25 September 1946<sup>1</sup> between representatives of the two signatory governments are also to be considered final.

#### ARTICLE 10

The U.S. Army will continue to effect payment of claims against itself for damages to real or personal property, personal injuries, and death arising from acts or omissions of military personnel or civilian employees of the U.S. Army in the Czechoslovak Republic. Payment of such claims will be in accordance with the terms of agreement of 6 November 1946<sup>1</sup> between representatives of the two signatory governments and will be final.

#### ARTICLE 11

All claims against the U.S. Army arising out of the operations of the U.S. Army in Czechoslovakia through 31 March 1946, other than those in paragraph ten above, are considered as settled under the provisions of this agreement. This agreement shall supersede all prior agreements between the two governments or officials thereof relating to the matters referred to herein.

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<sup>1</sup> Not printed.

## ARTICLE 12

The present Agreement comes into force on the day it is signed.

Done in duplicate at Praha, this 25th day of July in the year 1947.

For the Government of the United States of America:

LAURENCE A. STEINHARDT [SEAL]

For the Government of the Czechoslovak Republic:

DR. BYSTRICKY [SEAL]

## EXCHANGES OF NOTES

*An Official of the Ministry for Foreign Affairs to the American Ambassador*

PRAGUE, July 25, 1947

MY DEAR MR. AMBASSADOR:

With reference to the agreement signed today between our government regarding the settlement for certain outstanding war accounts, I am glad to confirm that under the payment arrangements referred to in paragraph one of that agreement, claims detailed below and totaling \$6,053,647.03 are settled by that agreement:

1. Claims in the amount of \$5,200,000 covering all unpaid U.S. Army Procurement of facilities, goods and services /other than coal/ in Czechoslovakia through 31 March 1946.

2. Payment in the amount of \$703,647.03 covering all coal provided the U.S. Army by the Czechoslovak Government through 31 March 1946.

3. In addition to the above, the Czechoslovak Government will turn over to the designated disbursing officer of the United States Army a total of 1,500,000 Allied Military Marks at a value of \$150,000 in further consideration of the exchange made under the terms of the settlement agreement.

It is the further understanding of my government that Czech crowns remaining in the official accounts of U.S. Army disbursing officers in an amount not to exceed 69,039.355 Czech crowns, apart from the Czech crowns mentioned in the settlement under the terms of paragraph one of the agreement, will be available for expenditure in Czechoslovakia by the U.S. Army and its affiliated entities at a rate not less favorable to the U.S. than 50 crowns equal one U.S. dollar. Procurement of facilities, goods, and services for use outside Czechoslovakia by the U.S. Army and its affiliated entities with such crowns will be freely permitted by my government on a basis no less favorable to the U.S. than 25 percent of the payment for such procurement to be made with these crowns and 75 percent of the payment to be with U.S. dollars.

I should appreciate your advising me whether the foregoing is in accordance with the understanding of the United States Government.

Sincerely yours,

DR. BYSTRICKY

His Excellency

LAURENCE A. STEINHARDT

*Ambassador of the United States,  
Prague.*

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*The American Ambassador to an Official of the Ministry for Foreign Affairs*

PRAGUE, July 25, 1947

MY DEAR DR. BYSTRICKY,

With reference to your letter to me of today concerning certain specific claims and procurements settled in accordance with the principal settlement agreement between our two countries of this date, I am glad to confirm that your letter is in accordance with the understanding of my government.

Sincerely yours,

LAURENCE A. STEINHARDT

Dr. RUDOLF BYSTRICKY,

*Ministry of Foreign Affairs,  
Prague.*

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*The American Ambassador to an Official of the Ministry for Foreign Affairs*

PRAGUE, July 25, 1947

DEAR DR. BYSTRICKY,

In connection with the agreement signed today between our two governments for the settlement of certain war accounts, I wish to inform you more specifically that a total of 5,639,174 crowns, now represented in the dollar accounts of U.S. Army finance officers, is shown by United States Army records to have been captured from the enemy. This amount of crowns will be turned over to the Czechoslovak government by the United States Army without reimbursement on the part of the Czechoslovak government.

It is my further understanding that advances by the U.S. Army to the Independent Czech Brigade of 7,322,935 Czech crowns /\$146,458.70/ for expenditure purposes by that unit is assumed as an obligation of the Czechoslovak government to the United States Army and is accordingly settled under the terms of settlement in paragraph one of today's agreement.

I also understand that certain facilities, supplies and services furnished on a cash reimbursable basis to the Czechoslovak government by the U.S. Forces, European Theater in the amount of \$39,181.26 during the period 2 March 1946 through 31 March 1947 are settled in full under the terms of settlement in paragraph one of the agreement signed today.

I should appreciate your advising me whether the above is in accordance with the understanding of the Czechoslovak government.

Sincerely yours,

LAURENCE A. STEINHARDT

Dr. RUDOLPH BYSTRICKY  
*Ministry of Foreign Affairs,  
Prague.*

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*An Official of the Ministry for Foreign Affairs to the American Ambassador*

PRAGUE, July 25, 1947

MY DEAR MR. AMBASSADOR:

With reference to your letter to me of today concerning certain specific details of claims and procurements settled in accordance with the financial settlement agreement between our two governments this date, I am glad to confirm that your letter is in accordance with the understanding of my government.

Sincerely yours,

DR. BYSTRICKY

His Excellency  
LAURENCE A. STEINHARDT,  
*Ambassador of the  
United States of America,  
Prague.*



## LEND-LEASE SETTLEMENT

*Agreement signed at Prague September 16, 1948*  
*Entered into force September 16, 1948*

62 Stat. 2850; Treaties and Other  
International Acts Series 1818

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE CZECHOSLOVAK REPUBLIC ON SETTLEMENT FOR LEND-LEASE AND CERTAIN CLAIMS

The Government of the United States of America and the Government of the Czechoslovak Republic have reached agreement as set forth below regarding settlement for lend-lease and for certain financial claims arising as a result of World War II. Both Governments, in arriving at this settlement, have taken full cognizance of the benefits already received by them in the defeat of their common enemies, and of the aid furnished by each Government to the other in the course of the war.

1. Definition. The term "lend-lease article" as used in this Agreement means any article transferred by the Government of the United States of America under the Act of March 11, 1941,<sup>1</sup>

/a/ to the Government of the Czechoslovak Republic, or  
/b/ to any other government and retransferred to the Government of the Czechoslovak Republic.

#### 2. Lend-Lease

/a/ Transfer of Title. Except as otherwise provided in this paragraph 2, the Government of the Czechoslovak Republic receives full title to lend-lease articles in its possession.

/b/ Right of Recapture. The Government of the United States of America reserves the right of recapture of any lend-lease articles held by the Government of the Czechoslovak Republic of types essentially or exclusively for use in war or warlike exercises, but has indicated that it does not intend to exercise generally this right of recapture. The Government of the Czech-

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<sup>1</sup> 55 Stat. 31.

oslovak Republic agrees that all such articles held by it will be used only for purposes compatible with the principles of international security and welfare set forth in the Charter of the United Nations.

/c/ Waiver of Payment. Except as provided in this Agreement, the Government of the Czechoslovak Republic will make no further payment to the Government of the United States of America for lend-lease articles.

/d/ Restrictions on Disposal. Disposals of lend-lease articles of types essentially or exclusively for use in war or warlike exercises, and disposals of other types of lend-lease articles except for use in Czechoslovak territory, will be made only with the consent of the Government of the United States of America. All net proceeds of disposals requiring such consent will be paid to the Government of the United States of America.

3. Other Benefits. In liquidation of pre and post V-J Day transfers by the Government of the United States of America, to the Government of the Czechoslovak Republic amounting to approximately \$2,762,075.67, the Government of the United States of America agrees to accept and the Government of the Czechoslovak Republic agrees to pay the total sum of Czech crowns 8,648,072.50 /or such sum in Czech crowns as may be equivalent to U.S. \$172,961.45 at the official rate of exchange between Czech crowns and U.S. dollars, should such rate be other than 50 Czech crowns = 1 U.S. dollar upon date of payment/ not later than ten /10/ days after the execution of this agreement. Payment of the foregoing amount shall be made in Czech crowns to the American Embassy in the city of Prague. On the receipt by the American Embassy of the foregoing amount, the Government of the Czechoslovak Republic shall be released from any and all obligations except as otherwise specified in this agreement arising under the Act of Congress of the United States of America dated March 11, 1941, known as the "Lend-Lease Act" and under the Master Lend-Lease Agreement between the Government of the United States of America and the Government of the Czechoslovak Republic signed July 11, 1942,<sup>2</sup> including transfers received by the Government of the Czechoslovak Republic from countries other than the United States of America. Any claim or claims that may be advanced against the Government of the Czechoslovak Republic by a government other than the Government of the United States of America arising out of either of the above mentioned Lend-Lease Act and Agreement may be referred by the Government of the Czechoslovak Republic to the Government of the United States of America for appropriate attention.

4. Other Claims Reserved. This Agreement does not affect claims or negotiations except those arising out of lend-lease or otherwise specifically disposed of by this Agreement.

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<sup>2</sup> EAS 261, *ante*, p. 1300.

5. Effective Date. This Agreement shall be effective upon signature.

DONE AT PRAHA, in duplicate, in the English and Czech languages, this 16 day of September, 1948.

For the Government of the United States of America  
LAURENCE A. STEINHARDT

For the Government of the Czechoslovak Republic  
DR. RUDOLF BYSTRICKY

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